



STATE OF TENNESSEE
RFP # 34401-00105
AMENDMENT # 2

November 5, 2009

THE SUBJECT RFP IS HEREBY AMENDED AS FOLLOWS.

- 1. The following RFP Schedule of Events updates or confirms scheduled RFP dates.**

EVENT	TIME	DATE	UPDATED / CONFIRMED
1) State Issues RFP		October 2, 2009	CONFIRMED
2) Disability Accommodation Request Deadline		October 7, 2009	CONFIRMED
3) Notice of Intent to Propose Deadline		October 9, 2009	CONFIRMED
4) Written Comments Deadline		October 21, 2009	CONFIRMED
5) State Responds to Written Comments		November 10, 2009	UPDATED
6) Proposal Deadline	2:00 p.m.	November 24, 2009	UPDATED
7) State Completes Technical Proposal Evaluations		December 1, 2009	UPDATED
8) State Schedules Proposer Oral Presentation		December 2, 2009	UPDATED
9) Proposer Oral Presentation		December 3 – December 8, 2009	CONFIRMED
10) State Opens Cost Proposals & Calculates Scores	2:00 p.m.	December 9, 2009	CONFIRMED
11) State Issues Evaluation Notice & Opens RFP Files for Public Inspection	2:00 p.m.	December 14, 2009	CONFIRMED
12) Contract Signing		December 28, 2009	CONFIRMED
13) Contract Signature Deadline		December 30, 2009	CONFIRMED
14) Contract Start Date		January 1, 2010	CONFIRMED



STATE OF TENNESSEE
RFP # 34401-00105
AMENDMENT # 1

November 2, 2009

THE SUBJECT RFP IS HEREBY AMENDED AS FOLLOWS.

- 1. The following RFP Schedule of Events updates or confirms scheduled RFP dates.**

EVENT	TIME	DATE	UPDATED / CONFIRMED
1) State Issues RFP		October 2, 2009	CONFIRMED
2) Disability Accommodation Request Deadline		October 7, 2009	CONFIRMED
3) Notice of Intent to Propose Deadline		October 9, 2009	CONFIRMED
4) Written Comments Deadline		October 21, 2009	CONFIRMED
5) State Responds to Written Comments		November 4, 2009	UPDATED
6) Proposal Deadline	2:00 p.m.	November 20, 2009	UPDATED
7) State Completes Technical Proposal Evaluations		November 30, 2009	UPDATED
8) State Schedules Proposer Oral Presentation		December 1, 2009	UPDATED
9) Proposer Oral Presentation		December 3 – December 8, 2009	UPDATED
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**STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF INTELLECTUAL DISABILITIES SERVICES**

**REQUEST FOR PROPOSALS
FOR
SINGLE INTEGRATED APPLICATION SYSTEM**

RFP # 34401-00105

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1. INTRODUCTION

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

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

1.1. Statement of Procurement Purpose

The Department of Finance and Administration, Division of Intellectual Disabilities Services currently accounts for the recipients of services through several independent applications that are not integrated. These applications are old and unreliable. The state is looking to replace these systems with a single integrated system that is more reliable and that provides easy, web access for both state employees and managers as well as service providers. The state is seeking a web-based system with integrated modules from a single vendor with a proven record of accomplishment.

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

The RFP Attachment 6.6., *Pro Forma* Contract details the State's required:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

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

1.3. Nondiscrimination

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

1.4. RFP Communications

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

RFP # 34401-00105

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

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

Debra Dunn

Department of Finance and Administration
Division of Intellectual Disabilities Services
500 Deaderick Street, Suite 1500
Nashville, Tennessee 37243
Telephone Number (615) 253-6812
Fax Number (615) 253-6713
debra.dunn@tn.gov

1.4.2.2. Notwithstanding the foregoing, potential proposers may contact:

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

Brenda Clark
Department of Finance and Administration
Division of Intellectual Disabilities Services
500 Deaderick Street, Suite 1500
Nashville, Tennessee 37243
Telephone Number (615) 253-6811
Brenda.Clark@tn.gov

- 1.4.3. Only the State's official, written responses and communications will be binding with regard to this RFP. The State will consider oral communications of any type to be unofficial and non-binding.
- 1.4.4. Potential proposers must ensure that the State receives all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Proposers must assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the State by a specified deadline date will not substitute for the State's actual receipt of a communication or proposal.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose (refer to RFP Section 1.7).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is within the discretion of Proposers to independently verify any information before relying thereon.

1.5. **Assistance to Proposers With a Disability**

Potential proposers with a disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Potential proposers may contact the RFP Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. **Proposer Required Review & Waiver of Objections**

1.6.1. Each potential proposer must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).

1.6.2. Any potential proposer having questions and comments concerning this RFP must provide such in writing to the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.6.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Comments Deadline.

1.7. **Notice of Intent to Propose**

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

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

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

1.8. **Proposal Deadline**

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

2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		October 2, 2009
2. Disability Accommodation Request Deadline	2:00 p.m.	October 7, 2009
3. Notice of Intent to Propose Deadline	2:00 p.m.	October 9, 2009
4. Written "Questions & Comments" Deadline	2:00 p.m.	October 21, 2009
5. State Response to Written "Questions & Comments"		October 30, 2009
6. Proposal Deadline	2:00 p.m.	November 17, 2009
7. State Completion of Technical Proposal Evaluations		November 23, 2009
8. State Schedules Proposer Oral Presentation		November 24, 2009
9. Proposer Oral Presentation		November 30 – December 4, 2009
10. State Opening & Scoring of Cost Proposals	2:00 p.m.	December 9, 2009
11. State Evaluation Notice Released and RFP Files Opened for Public Inspection	2:00 p.m.	December 14, 2009
12. Contract Signing		December 28, 2009
13. Contractor Contract Signature Deadline	2:00 p.m.	December 30, 2009

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to potential proposers from whom the State has received a Notice of Intent to Propose (refer to section 1.7).

3. PROPOSAL REQUIREMENTS

3.1. Proposal Form

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

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

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

- 3.1.1.1. A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.
- 3.1.1.2. A proposal should be economically prepared, with emphasis on completeness and clarity. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible). All proposal pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a proposal to be non-responsive and reject it if:
- a. the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or
 - b. the Technical Proposal document does not appropriately respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide.

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

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

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

3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.

3.1.2.3. A Proposer must sign and date the Cost Proposal.

3.1.2.4. A Proposer must submit the Cost Proposal to the State in a sealed package separate from the Technical proposal (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. **Proposal Delivery**

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

3.2.1. A Proposer must ensure that both the original Technical Proposal and Cost Proposal documents meet all form and content requirements detailed within this RFP for such proposals including but not limited to required signatures.

3.2.2. A Proposer must submit original Technical Proposal and Cost Proposal documents and copies as specified below.

3.2.2.1. One (1) original Technical Proposal paper document labeled:

“RFP # 34401-00105 TECHNICAL PROPOSAL ORIGINAL”

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

“RFP # 34401-00105 TECHNICAL PROPOSAL COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the original Technical Proposal document and the digital copies may result in the State rejecting the proposal as non-responsive.

3.2.2.2. One (1) original Cost Proposal paper document labeled:

“RFP # 34401-00105 COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “PDF” format properly recorded on separate, blank, standard CD-R recordable disc labeled:

“RFP # 34401-00105 COST PROPOSAL COPY”

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

3.2.3. A Proposer must separate, seal, package, and label the documents and discs for delivery as follows.

3.2.3.1. The Technical Proposal original document and copy discs must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 34401-00105 TECHNICAL PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

3.2.3.2. The Cost Proposal original document and copy disc must be placed in a separate, sealed package that is clearly labeled:

**“DO NOT OPEN... RFP # 34401-00105 COST PROPOSAL FROM [PROPOSER
LEGAL ENTITY NAME]”**

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

**“RFP # 34401-00105 SEALED TECHNICAL PROPOSAL & SEALED COST
PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”**

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

Debra Dunn
Department of Finance and Administration
Division of Intellectual Disabilities Services
500 Deaderick Street, Suite 1500
Nashville, Tennessee 37243

3.3. Proposal & Proposer Prohibitions

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

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

For the purposes of applying the requirements of this RFP subsection 3.3.8., the State will deem an individual to be an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.

3.4. **Proposal Errors & Revisions**

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

3.5. **Proposal Withdrawal**

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

3.6. **Proposal of Additional Services**

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

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

3.7. **Proposal Preparation Costs**

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

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State reserves the right to amend this RFP at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential proposers who submitted a Notice of Intent to Propose (refer to RFP Section 1.7). A proposal must respond, as required, to the final RFP (including its attachments) as may be amended.

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.4. Assignment & Subcontracting

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

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

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

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

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

4.5. Right to Refuse Personnel

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

4.6. Insurance

At any time, the State may require the Contractor resulting from this RFP to provide a valid, Certificate of

Insurance indicating current insurance coverage meeting minimum requirements as may be specified by this RFP. A failure to provide said documentation will be considered a material breach and grounds for contract termination.

4.7. Licensure

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

4.8. Disclosure of Proposal Contents

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

4.9. Contract Approval and Contract Payments

- 4.9.1. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.9.2. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
 - 4.9.2.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.
 - 4.9.2.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma Contract*, Section C).
 - 4.9.2.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to the State as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were

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

4.10. Contractor Performance

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

4.11. Contract Amendment

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

Notwithstanding the foregoing, *pro forma* contract section A.10.a. and A.10.b. provides for limited service "change orders" without a formal Contract Amendment upon the documented mutual agreement by the Contract Parties.

4.12. Severability

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

5. PROPOSAL EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	20
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	40
Oral Presentation (refer to RFP Attachment 6.2., Section D)	10
Cost Proposal (refer to RFP Attachment 6.3.)	30

5.2. Evaluation Process

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

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

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

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

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

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP, rather than against other proposals and will score each in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and Section C.

5.2.1.4. For each proposal evaluated, the RFP Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and for Section C, and record each average as the proposal score for the respective Technical Proposal section.

5.2.1.5. The RFP Coordinator will invite each evaluated Proposer to make an oral presentation.

5.2.1.5.1. The RFP Coordinator will randomly schedule Proposer presentations during the period indicated by the RFP Section 2, Schedule of Events. Random scheduling precludes any consideration of Proposer time or date scheduling preferences or related requests. When the Proposer presentation schedule has been determined, the RFP Coordinator will contact Proposers with the relevant information as indicated by the RFP Section 2, Schedule of Events.

5.2.1.5.2. Proposer presentations will be open only to the invited Proposer, Proposal Evaluation Team members, the RFP Coordinator, and any technical consultants that may be selected by the State to provide assistance to the Proposal Evaluation Team.

5.2.1.5.3. Proposer presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section D. The Proposer will follow the Vendor Demonstration Script at RFP Attachment 6.7.

5.2.1.5.4. The State will maintain an accurate record of each Proposer's oral presentation session, and such record shall be available for review when the State opens the procurement files for public inspection.

5.2.1.5.5. Proposal Evaluation Team members will independently evaluate each oral presentation in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section D.

5.2.1.5.6. The RFP Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section D, and record that number as the score for said Technical Proposal section.

5.2.2. **Cost Proposal Evaluation.** The RFP Coordinator will open for evaluation the Cost Proposal of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

5.2.3. **Total Proposal Score.** The RFP Coordinator will calculate the sum of the Technical Proposal section scores and the Cost Proposal score and record the resulting number as the total score for the subject Proposal (refer to RFP Attachment 6.5., Proposal Score Summary Matrix).

5.3. **Contract Award Process**

5.3.1 The RFP Coordinator will submit the Proposal Evaluation Team determinations and proposal scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.

5.3.2. The procuring agency head will determine the apparent best-evaluated proposal. (To effect a contract award to a Proposer other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.)

- 5.3.3. The State reserves the right to make an award without further discussion of any proposal.
- 5.3.4. The State will issue an Evaluation Notice identifying the apparent best-evaluated proposal and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

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

- 5.3.5. The Proposer identified as offering the apparent best-evaluated proposal must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Proposer must sign said contract no later than the Contract Signature by Contractor Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to this RFP and reject the proposal.
- 5.3.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.7. If the State determines that a proposal is non-responsive and rejects it after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated proposal.

RFP # 34401-00105 PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract for the total contract period.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Proposer will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the RFP or any resulting contract.
9. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

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

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

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):

TECHNICAL PROPOSAL & EVALUATION GUIDE

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

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

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

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		three (3) months and indicating a positive credit rating for the Proposer.	
	A.6.	Provide the Proposer's most recent independent audited financial statements. Said independent audited financial statements <u>must</u>: (1) reflect an audit period for a fiscal year ended within the last 36 months (2) be prepared with all monetary amounts detailed in United States currency; (3) be prepared under United States generally accepted auditing standards; (4) include: the auditor's opinion letter; financial statements; and the notes to the financial statements; and (5) be deemed, in the sole discretion of the C.P.A. employed by the State and charged with the financial document review, to reflect sufficient financial stability to undertake the subject agreement with the State. NOTES: • Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will <u>not</u> be accepted. • All persons, agencies, firms, or other entities that provide opinions regarding the Proposer's financial status <u>must</u> be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.	
	A.7.	Provide evidence that the Proposer has completed, as the primary provider of implementation services, an implementation of an integrated system that manages a federally funded waiver service program. The proposed commercial off the shelf (COTS or custom framework) software solution must meet the Accounting module requirements of the RFP. The proposed solution must be able to manage multiple account types, including managing recipients personal cash accounting, and Case Management scope and all must be integrated in a single application and have been live for at least six (6) months in at least two (2) states or large counties / regions. The proposed software solution must have been live for at least six (6) months supporting a user base that is similar to the State of Tennessee's user base. The primary provider of implementation services (if different than the software company) must have fulfilled the same role as proposed within the last three (3) years for the proposed software implemented in one state or county entity. As evidence of meeting this requirement, Proposer will complete a table listing all clients of the Proposer that meet the above criteria, with the following information: • Name of the entity; • Number of users; • Dates of the engagement; • Services provided by the Proposer; • Engagement status as of RFP submission (complete, in progress, etc); and, • Products implemented and the modules/ functionality within those products deployed. At least one of the projects listed in this section must be one of the references for the Proposer in Section	

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		B.17 of Attachment 6.2 of this RFP.	
	A.8.	The Proposer must submit evidence that the proposed system has the ability to track claims entered by providers through a web interface as well as the ability to track the HIPPA-compliant 837 transactions. Provide evidence that TennCare (prior to DIDS paying the providers) can adjudicate provider claims submitted via the proposed solution. Provide evidence that claims returned by TennCare via the HIPPA 835 remittance advice, matches provider submitted claims, and the amount reimbursed by TennCare entered as the amount paid to the provider for each claim. The proposed system must provide the facility to reconcile the claims returned by TennCare to the claims submitted by the providers. This process must be live in at least one other state or large county / region for at least six (6) months.	
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>			

TECHNICAL PROPOSAL & EVALUATION GUIDE

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

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the proposal.
	B.2.	Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Proposer has been in business.
	B.4.	Briefly describe how long the Proposer has been performing the services required by this RFP.
	B.5.	Describe the Proposer's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer within the last ten years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Proposer or, to the Proposer's knowledge, any of the Proposer's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Proposer. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Proposer's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.11.	Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to accomplish the work required by this RFP, illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Proposer will assign to perform duties or services required by this RFP along with the estimated number of hours that each individual will work devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Proposer, and employment history.
	B.14.	Provide a statement of whether the Proposer intends to use subcontractors to accomplish the work required by this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Proposer's response to this RFP.
	B.15.	Provide documentation of the Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail <u>all</u> of the following: (a) a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises; (b) a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information: (i) contract description and total value (ii) contractor name and ownership characteristics (i.e., ethnicity, sex, disability) (iii) contractor contact and telephone number; (c) an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: (i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — PERCENTAGES ONLY — DO <u>NOT</u> INCLUDE DOLLAR AMOUNTS) (ii) descriptions of anticipated contracts (iii) names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and (d) the percent of the Proposer's total current employees by ethnicity, sex, and disability. NOTE: Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.16.	Provide a statement of whether or not the Proposer has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous 5-year period. If so, provide the following information for all of the current and completed contracts: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract term; and (e) the contract number. NOTES: • Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. • Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	Provide customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent: • two (2) of the larger accounts currently serviced by the Proposer, <u>and</u> • three (3) completed projects. All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered. The Proposer will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below. (a) "Customize" the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Proposer's name, and make exact duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. (c) Instruct the person that will provide a reference for the Proposer to: (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document); (ii) sign <u>and</u> date the completed, reference questionnaire; (iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope containing the completed reference questionnaire directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Proposal). (d) <u>Do NOT open the sealed references upon receipt.</u> (e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Proposal as required. NOTES:

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items	
		• The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. • The State will not review more than the number of required references indicated above. • While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Proposal package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. • The State is under <u>no</u> obligation to clarify any reference information.	
SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): <i>(maximum possible score = 20)</i>			
State Use – Evaluator Identification:			

TECHNICAL PROPOSAL & EVALUATION GUIDE

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

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

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

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

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	The Proposer will provide an Executive Summary. The executive summary must be no more than four (4) pages, in type no smaller than 10 point, and must provide a concise summarization of the proposed products and services. The executive summary will illustrate the Proposer's understanding of the State's requirements, the planned approach to providing the services and accomplishing the State's objectives, and documentation as to why the software and services being proposed are the best value for the State.		5	
	C.2.	The Proposer will provide a narrative that illustrates how the Proposer will manage the project. The Proposer may include a representative sample of a Project Management Plan or subsidiary plan or plans from previous projects as part of their proposal submission. See A.5 (Project Management Services).		30	
	C.3.	The Proposer will provide an initial staffing plan estimate that shows the number of personnel, by type, that will be required on a monthly basis to implement the proposed solution. See A.5.b (2) (a) iv (Contractor Staffing Plan).		5	
	C.4.	The Proposer will provide a Level 2 (Summary Master Schedule) depicting the overall project schedule broken down into its major components. See A.5.b.(8)(c)(ii).		10	
	C.5	The Proposer will provide a narrative that illustrates how the Proposer will develop the system proposed. See A.6 (System Development Life Cycle).		10	
	C.6	The Proposer will provide a narrative with diagrams that describes the architectural components required to implement the system proposed. The Proposer will appropriately size the system such that the narrative and diagrams meet the State's base user, system performance, and data storage requirements. See A.7 (System / Data Hosting).		5	
	C.7	The Proposer will provide a narrative that describes their proposed solution's capabilities to meet the system interface requirements. See A.8 (System Interface Development).		5	

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.8	The Proposer will provide a narrative that describes their approach to meeting the proposed system training needs of the State. See A.9 (Training).		5	
	C.9.	The Proposer will return a completed copy of the attached Business Requirements, (RFP 34401-00105 Attachment 6.8) . The Proposer will indicate whether the item is available out of the box or is available with customization.		10	
	C.10	The Proposer will return a completed copy of the attached System Requirements, (RFP 34401-00105 Attachment 6.9) . The Proposer will indicate whether the item is available out of the box or is available with customization.		10	
	C.11	The Proposer will return a completed copy of the attached Software Listing, (RFP 34401-00105 Attachment 6.10) . The Proposer will list software required by the system under either the State Standard or Non-State Standard columns.		5	
<i>The RFP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>
Total Raw Weighted Score Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i> X 40 <i>(maximum possible score)</i> = SCORE:					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>					

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION D: PART I – ORAL PRESENTATION. The Proposer must address ALL Oral Presentation Items (below).

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

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

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

PROPOSER LEGAL ENTITY NAME:			
Section D – PART I / Oral Presentation Items	Item Score	Evaluation Factor	Raw Weighted Score
D.1. Introduction of Key Personnel and their Project Roles		5	
D.2. Describe Qualifications and Experience		5	
D.3. Describe the Project Management Approach (A.5)		5	
D.4. Present the Level-2 Master Summary Schedule (A.5.b.(8)(c)ii.)		5	
D.5. Describe a Phased Implementation Approach that will deploy modular functionality in the most expeditious manner (A.6.c.(2)(h)(ii).)		10	
D.6. Describe the System Development Life Cycle Methodology (A.6.)		5	
D.7. Describe the Hosting Environment (A.7.)		10	
D.8. Define the minimum desktop configuration and software required to support the system and to achieve the performance as defined in Contract Section A.7.		5	
Section D Part I RAW SCORE = (sum of Part I Raw Scores)			
<u>Section D – Part I - Raw Weighted Score</u>		X 5 (maximum section score)	= Section D Part I Final SCORE:
Maximum Possible Raw Weighted Score (i.e., 5 x the sum of item weights above)			
State Use – Evaluator Identification:			
State Use – RFP Coordinator Signature, Printed Name & Date:			

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION D: PART II – SOFTWARE DEMONSTRATION. The Proposer must address ALL Oral Presentation Items (below).

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

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

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

PROPOSER LEGAL ENTITY NAME:			
Section D – PART II / Software Demonstration Items	Item Score	Evaluation Factor	Raw Weighted Score
D.9. Introduction of Key Staff conducting the Software Demonstration		5	
D.10. Provide a General System Overview (RFP Attachment 6.9, Items GE 1-49, Items GE 71-73, and Item GE 75)		5	
D.11. Demonstrate the Case Management Functionality (A.4.b)		5	
D.12. Demonstrate the Provider Portal Functionality (A.4.c)		5	
D.13. Demonstrate the Accounting Functionality (A.4.d)		5	
D.14. Demonstrate the Trust Account Management Functionality (A.4.e)		5	
D.15. Demonstrate the Incident and Investigation Functionality (A.4.f)		5	
D.16. Demonstrate the Quality Assurance Functionality (A.4.g)		5	
D.17. Demonstrate System Administrative Features (RFP Attachment 6.9, Items GE 91-92, Items GE 118 - 125 and Items GE 151-181)		5	
D.18. Demonstrate and / or Describe Interface Functionality (A.8)		5	
Section D Part II RAW SCORE = (sum of Part II Raw Scores)			
Section D – Part II - Raw Weighted Score		X 5	= Section D Part II Final SCORE:
Maximum Possible Raw Weighted Score (i.e., 5 x the sum of item weights above)		(maximum section score)	
State Use – Evaluator Identification:			
State Use – RFP Coordinator Signature, Printed Name & Date:			

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

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for the entire scope of service including all services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

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

Notwithstanding the cost items herein, pursuant to the second paragraph of the pro forma contract section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

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

PROPOSER SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
PROPOSER LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	Evaluation Factor	Evaluation Cost (cost x factor)
6.3.A.1 Project Mobilization Phase This Phase total amount will be further divided among the deliverables for the Project Mobilization Phase as outlined in Contract Sections A.6.b. and C.3.b.	\$/	1	
6.3.A.2 Design Phase This Phase total amount will be further divided among the deliverables for the Design Phase as outlined in Contract Section A.6.c. and C.3.b.	\$/	1	
6.3.A.3 Construction Phase This Phase total amount will be further divided among the deliverables for the Construction Phase as outlined in Contract Section A.6.d. and C.3.b.	\$/	1	
6.3.A.4 Acceptance Test Phase This Phase total amount will be further divided among the deliverables for the Acceptance Test Phase as outlined in Contract Sections A.6.e. and C.3.b.	\$/	1	
6.3.A.5 Implementation Phase Deliverables This Phase total amount will be further divided among the deliverables for the Implementation Phase as outlined in Contract Sections A.6.f. and C.3.b.	\$/	1	
Part A Evaluation Cost Amount: (sum of all weighted cost amounts above)			

OTHER REQUIRED SERVICES – 6.3.B

Prior to Contract execution, the amounts on this table will be transcribed to Contract Section C.3.b.

Cost Item Description	Proposed Cost					State Use ONLY		
	Year 1	Year 2	Year 3	Year 4	Year 5	Sum	Weight	Weighted Cost
6.3.B.1 Base License System Support: Hosting and maintenance of the System, 4,000 total users, including telephone support and services to repair defects and meet requirements, as defined in the <i>Pro Forma</i> Contract (A.7.d (1) and A.7.d (2)). (QUARTERLY) cost in effect during relevant Contract year)	\$_____ /per quarter	\$_____ /per quarter	\$_____ /per quarter	\$_____ /per quarter	\$_____ /per quarter		4	
6.3.B.2 Third-Party Software System Support: Hosting and maintenance of the third-party software components, if any, for 4,000 total users, including telephone support and services to repair defects and meet statutory requirements, as defined in the <i>Pro Forma</i> Contract (A.7.d (5)). (QUARTERLY) cost in effect during relevant Contract year)	\$_____ /per quarter	\$_____ /per quarter	\$_____ /per quarter	\$_____ /per quarter	\$_____ /per quarter		4	
6.3.B.3 Additional Users Initial Licensure: One-time, non-recurring, Initial Licensure fee for each additional block of 10 users, for both Base License and Third Party Software Systems Support, as defined in <i>Pro Forma</i> Contract (A.7.d (3) and A.7.d (6)). (ONE-TIME) cost in effect during relevant Contract year)	\$_____ 	\$_____ 	\$_____ 	\$_____ 	\$_____ 		1	
6.3.B.4 Additional Users System Support: Hosting and maintenance of the System, each additional 10 users, including telephone support and services to repair defects and meet statutory requirements, as defined in the <i>Pro Forma</i> Contract (A.7.d (2)). (QUARTERLY) cost in effect during the relevant Contract year)	\$_____ /per quarter	\$_____ /per quarter	\$_____ /per quarter	\$_____ /per quarter	\$_____ /per quarter		4	

Cost Item Description	Proposed Cost					State Use ONLY		
	Year 1	Year 2	Year 3	Year 4	Year 5	Sum	Weight	Weighted Cost
PART B Evaluation Cost Amount: <i>(sum of all weighted cost amounts above)</i>								

CONSULTING SERVICES RATES – 6.3.C

The Consulting Services rates, detailed below, shall indicate the proposed rates for performing additional work, as requested by the State (Contract Section A.10). All monetary amounts are United States currency.

Note: Travel expenses related to additional work shall be paid in accordance with the provisions in Contract Section C.4.

Prior to Contract approval, the rates below will be transcribed to Contract Section C.3.c.

IMPORTANT NOTE: In Contract Section C.3.c, there is a fifteen percent (15 %) cap on the total amount of Consulting Services that can be procured without amending the contract for additional funds. However, this cap is for contractual purposes only and does not apply to, or in any way restrict, the Change Order amounts that the vendor may propose below.

Cost Item Description	Proposed Hourly Rate					State Use		
	FY 1	FY 2	FY 3	FY 4	FY 5	Sum	Weight	Weighted Cost
Project Manager	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour		5	
Technical Architect	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour		5	
Data Administrator / Database Administrator	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour		3	
Trainer	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour		1	
Lead JAVA / .NET Developer	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour		4	
Certified JAVA / .NET Developer	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour		3	
Non-Certified JAVA / .NET Developer	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour		1	
Test Manager	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour		3	
Business Analyst	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour	\$ ___ per Hour		5	
						Part C Evaluation Cost Amount: (sum of all weighted cost amounts above)		
TOTAL EVALUATION COST AMOUNT (SUM OF PARTS A, B, AND C) =								
Lowest Evaluation Cost Amount from <u>all</u> Proposals Evaluation Cost Amount Being Evaluated						X 30 (maximum section score)	= SCORE:	
State Use – RFP Coordinator Signature, Printed Name & Date:								

REFERENCE QUESTIONNAIRE

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

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

RFP # 34401-00105 PROPOSAL REFERENCE QUESTIONNAIRE

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

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

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

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

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

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

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

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

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

	1	2	3	4	5	
least satisfied						most satisfied

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

- (5) If the services that the reference subject provided to your company or organization are completed, were the services completed in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the reference subject is still providing services to your company or organization, are these services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of service delivery does /did the reference subject excel?
- (9) In what areas of service delivery does /did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

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

	1	2	3	4	5	
least						most
satisfied	—	—	—	—	—	satisfied

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

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

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

	1	2	3	4	5	
least						most
satisfied	—	—	—	—	—	satisfied

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

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

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

	1	2	3	4	5	
least						most
satisfied	—	—	—	—	—	satisfied

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

REFERENCE SIGNATURE:

(by the individual completing this
request for reference information)

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

DATE:

PROPOSAL SCORE SUMMARY MATRIX

GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 20)	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		AVERAGE:		AVERAGE:	

TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 40)	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		AVERAGE:		AVERAGE:	

SECTION D – PART I ORAL PRESENTATION (maximum: 5)	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		AVERAGE:		AVERAGE:	

SECTION D – PART II SOFTWARE DEMONSTRATION (maximum: 5)	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		AVERAGE:		AVERAGE:	

COST PROPOSAL Maximum Points: 30	SCORE:		SCORE:		SCORE:	
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PROPOSAL SCORE SUMMARY						
PROPOSAL CATEGORY	PROPOSER NAME		PROPOSER NAME		PROPOSER NAME	
SECTION B - QUALIFICATIONS & EXPERIENCE Maximum Points: 20	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
SECTION C - TECHNICAL APPROACH Maximum Points: 40	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
SECTION D – PART I & II ORAL PRESENTATION / SOFTWARE DEMO Maximum Points: 10	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
COST PROPOSAL Maximum Points: 30	SCORE:		SCORE:		SCORE:	
PROPOSAL SCORE Maximum Points: 100	TOTAL SCORE:		TOTAL SCORE:		TOTAL SCORE:	

RFP # 34401-00105 *PRO FORMA* CONTRACT

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

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF INTELLECTUAL DISABILITIES SERVICES
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, Division of Intellectual Disabilities Services, hereinafter referred to as the "State" or "DIDS" and CONTRACTOR LEGAL ENTITY NAME, hereinafter referred to as the "Contractor," is for the provision of a Single Integrated Application System, as further defined in the "SCOPE OF SERVICES."

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

Contractor Federal Employer Identification or Social Security Number: ID NUMBER

Contractor Place of Incorporation or Organization: LOCATION

A. SCOPE OF SERVICES:

A.1. General

The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.

A.2. High-level Description

The Contractor shall provide and host for the duration of the contract a web-based Application Service Provider (ASP) model, Commercial Off-The-Shelf (COTS) product customized to meet the State's Single Integrated Application System (SIAS) requirements in order to support the State's program in providing Intellectual Disabilities services to eligible service recipients. The Contractor's COTS product shall be easily customizable and rapidly deployable to allow modular functionality phased in as quickly as possible to enable State personnel to begin using the system preferably within twelve (12) months of the contract start date.

A.3. General Types of Services Required

- a. Project Management - A.5
- b. System Development - A.6
- c. System / Data Hosting - A.7
- d. Interface Development - A.8
- e. Training - A.9
- f. Administrative and Support Services – A.10
- g. Post-Implementation Services – A.11

A.4. Overview of System Functionality Required

a. Functional Areas

The State envisions a system that provides support for six general functional areas (modules). These are Case Management, Provider Portal, Accounting, Trust Accounting, Incident and Investigation, and Quality Assurance. Outlined below are the descriptions of specific functionality.

b. Case Management

(1) Components

Case Management consists of General Intake, Waiver and Services Program Development, Services Planning for Persons in the Community and Services Planning for Persons in Developmental Centers.

(2) General Intake

The General Intake (IN) process consists of the steps necessary to obtain and maintain comprehensive, current, and historical information about DIDS service recipients who are either currently enrolled in or seeking enrollment in DIDS services including those service recipients receiving Self Directed (SD) or Family Support services. These steps include the collection of application and service recipient demographic information, scheduling and conducting contacts, verifying service recipient eligibility, completing the necessary steps for enrollment into waiver services, and ongoing service recipient demographic management. See **Attachment 6.8, IN 1 – 142**.

(3) Community Services Planning

The Community Services Planning process consists of the steps necessary to create and maintain a service recipient's Individual Support Plan (ISP). These steps include the initial creation, annual update, and amendment to the ISP, creation of the associated cost plan, submission for DIDS review and approval, and appropriate notifications relating to the ISP including return for clarifications. See **Attachment 6.8, ISP 1 – 65**.

c. Provider Portal (Provider Set-Up and Data Maintenance)

The Provider Set-Up and Data Maintenance (PR) process consists of the steps necessary to obtain and maintain comprehensive, current, and historical information about providers who are eligible or are providing services to DIDS recipients. These steps include the submittal, review, approval, and processing of provider applications and contracts, verification of appropriate provider licensure, and ongoing provider data maintenance. See **Attachment 6.8, PR 1 – 95**.

d. Accounting

(1) Components

Accounting consists of Transitions Provider Claims Processing, Provider "Non-Claims" Processing, Provider Claims Payments, TennCare Reimbursement for Waiver Services, and TennCare Reimbursement to Developmental Centers.

(2) Provider Claims

Provider Claims (PC) includes the ability to enter claims on-line or through electronic upload for delivered services to DIDS service recipients, to adjudicate the claims through edits, audits and business rules, to correct / edit suspended claims, to enter claim recoupment, and to release the claims for payment to DIDS on a weekly basis. See **Attachment 6.8, PC 1 – 98**.

e. Trust Account Management (Management of Recipients' Personal Funds)

The Trust Accounting (TA) process consists of the steps necessary to manage individual recipients' cash accounts. These steps include trust account creation and maintenance, fund accounts, fund receipts, funds disbursement, funds adjustments, fund monthly activity, fund inquiry, and fund reports and alerts. See **Attachment 6.8, TA 1 – 83**.

f. Incident and Investigation

Incident and Investigation consists of the ability to enter / create Protection From Harm and related Incident and Investigation cases, track entries, edits and actions, search on and use service recipient attributes across all modules, provide the ability to enter and track complaints / issues. See **Attachment 6.8, QA 1 – 65**.

g. Quality Assurance

The Quality Assurance (QA) process consists of the steps necessary to perform program quality assurance. These steps include the ability to record / track attributes assigned to Providers, to include those values / data related to licensure, compliance, contract requirements and / or certification. See **Attachment 6.8, QA 1 – 65**.

A.5. Project Management Services

a. General

The Contractor will apply the knowledge, skills, tools, and techniques necessary to manage this project effectively and efficiently in order to manage risk and meet scope, time, and quality requirements. At a minimum, the State requires the Contractor to provide the below project management deliverables.

b. Project Management Plan

The Contractor will provide a Project Management Plan with subsidiary plans as necessary to manage this project effectively and efficiently. The Project Management Plan describes the overall approach used to manage the project and documents how to execute, monitor, control and close the project. The Contractor will publish the Project Management Plan in a State designated repository and keep the Project Management Plan current throughout the term of the contract. The Project Management Plan contains, at a minimum, the following:

(1) Project Overview

The project overview must demonstrate the understanding of the State's need, business solution, project objectives, product objectives, critical success factors, milestones, and assumptions and constraints.

(2) Project Organization

(a) Contractor Project Team

The Contractor will staff the project team appropriately to assure that it can meet the responsibilities defined in this Contract in an efficient, effective, and timely manner. This will require project team staff with the necessary expertise and in an adequate number to perform or administer the project activities.

i. Designation of Contractor Key Personnel

- The Contractor will have full responsibility for providing staff sufficient to complete the project in the required timeframe. The

Contractor will document Key Personnel in a Project Team Organization Chart. Any substitution of Key Personnel will require the Contractor to obtain pre-approval of the substitution by the State. Failure of the Contractor to provide a replacement for Key Personnel with equal or greater qualifications may result in the assessment of Liquidated Damages as specified in Attachment 3, Liquidated Damages.

- Key Personnel replacements require pre-approval in writing by the DIDS Project Manager. The State considers Key Personnel to be: 1) Project Manager / Deputy Project Manager as necessary, 2) Lead Business Analyst, 3) Development Lead, Testing Coordinator, and Training Coordinator. The State prefers the Project Manager to be Project Management Professional (PMP) certified. The Contractor will perform Key Personnel responsibilities on-site.

ii. Contractor Project Team Organization Chart

The Contractor will document the Contractor Project Team in an Organization Chart showing key personnel and subordinate staff and their reporting relationships.

iii. Contractor Project Team Roles and Responsibilities

The Contractor will summarize the roles and responsibilities of staff identified in the Contractor Project Team Organization Chart.

iv. Contractor Staffing Plan

- For staffing required on the project, the Contractor will develop a high-level staffing plan using the below chart that shows the number of personnel, by type, that will be required on a monthly basis to implement the Contractor's solution. The Contractor will have all key personnel and other staff, as designated by DIDS, on-site at the State project site within seven (7) business days of the Contract start date. Failure of the Contractor to maintain at least 90% staffing per the agreed upon staffing plan, or any agreed upon changes to the staffing plan, may result in the assessment of Liquidated Damages as specified in Attachment 3, Liquidated Damages.

Personnel Category	Month	Month	Month	Month	Month	Month	Month

(b) State Project Team Roles and Responsibilities

The State will assign staff to key project roles to participate with the Contractor's staff in all Project Management Processes and Product

Development Phases. The primary focus of the State's project team will be the review, approval, and validation of screens, extracted data, workflows, training material, performance, response times, and data accuracy. During the contract term, State staff will not report to Contractor staff, and Contractor staff will not assign tasks to State staff. State staff will not be responsible for the completion of Contractor-assigned deliverables per this contract. State staff will be comprised of the following:

i. State Project Manager Role

The State has assigned a Project Manager for this project. The State Project Manager will be the Contractor's point of contact for the duration of the project. The State Project Manager will consult with the Project Sponsors and other Management Advisory Committee (MAC) members continually through each phase of the project. The State Project Manager will provide expertise, assistance, and technical leadership in all State matters, including but not limited to, policy, staffing and organization, environment, data, information processing, current system, and acceptance testing. The State's Project Manager will work closely with the Contractor's Project Manager in day-to-day project activities.

ii. State Project Sponsors Role

The Project Sponsors are responsible for working with the State Project Manager to ensure that the project complies with the Contract and satisfies the State's business / user requirements.

iii. Management Advisory Committee Role

The State's Management Advisory Committee (MAC) provides executive-level guidance for the project. This committee consists of the Project Sponsors and other senior business and technical executives. The MAC will evaluate the project at critical review points as defined by the State. The evaluation will consider information from project management and technical groups supporting the project, such as database administration, technical systems support, and computer operations. The MAC will review Quality Assurance assessments. MAC approval is required for any changes to the project scope, schedule or cost. The MAC will approve Change Orders.

iv. State Quality Assurance and Test Manager Role

The Quality Assurance and Test Manager will evaluate Contractor work process performance periodically throughout the project. Quality Assurance assessments will focus primarily on critical processes identified in the Quality Management Plan, but may address other aspects of the project if needed. The Contractor will make project records available to the State Quality Assurance and Test Manager and will make project staff available for interviews, as requested by the State. The Contractor will obtain State approval for any deviation from State Policy and / or State Standard.

v. State Communications Liaison Role

The State Communications Liaison is responsible for working with the Contractor on all project communications that require interaction within the Division or outside contacts, such as the offices of DIDS providers.

The Communications Liaison will also work with the Contractor to develop and lead efforts to coordinate communication interdepartmentally and across State projects where necessary.

vi. State Business Analyst Role

The State Business Analyst serves on the Project Team, working under the direction of the State Project Manager. The State Business Analyst is responsible for leading a small to medium-sized team focused on supporting the Contractors software configuration, implementation, testing, and deployment of a specific functional module, based on prior experiences with State processes and the knowledge and guidance provided by Contractor consultants.

vii. State Database Administrator Role

The State Database Administrator (DBA) has the primary responsibility for the review and approval of conceptual and physical data models. The Contractor will provide the State an extract of data mapped to our internal systems and specifications.

viii. State Development Manager Role

The State Development Manager has primary responsibility for the review and approval of the technical approach for the project. The State Development Manager provides technical support and review of tools, standards, naming conventions, and code to ensure consistency with state standards. The State Development Manager will coordinate with ongoing DIDS development efforts, evaluate technical documentation (electronic and hard copy), and support data conversion and interface development efforts.

ix. DIDS Program Unit Staff Role

DIDS Program Unit Staff will provide functional knowledge as necessary and will validate requirements for the application, act as program / policy subject matter experts, participate in user acceptance testing.

x. DIDS Information Technology (IT) Staff Role

DIDS IT Staff will be available to assist with implementation, data validation, and data cleansing. DIDS IT will use the Contractor's utilities as necessary for these processes. The Contractor will mentor DIDS IT Staff to assume full maintenance responsibilities for the project at the end of the contract period.

xi. OIR Infrastructure and Telecommunications Staff Role

Office for Information Resource (OIR) Infrastructure and Telecommunications Staff will manage the existing State infrastructure and will participate with Contractor staff in engineering the infrastructure as necessary.

xii. OIR Security Staff Role

OIR Security Staff will approve the Security Plan and participate, as necessary, with the Contractor in the implementation of application security into the State's environment.

(3) Communication Management Plan

The Contractor will prepare a Communication Management Plan as a subsidiary plan to the Project Management Plan. The Communication Plan will define the information and communication needs of the stakeholders, including who needs access to project information, the information needed, when needed, and how provided to them. The Contractor will update the Communication Plan throughout the project to reflect current information. Communications will include at a minimum the following:

(a) Project Kick-Off Meeting

The Contractor will formally announce the initiation of the project by conducting a Project Kick-Off Meeting with the State including the Management Advisory Committee. This meeting will focus specifically on the responsibilities of the Contractor and working relationships and interactions between the Contractor and State staff defined and approved by the State. The State will review and approve the presentation materials and handouts developed by the Contractor prior to the Project Kick-off Meeting. The Contractor will document the results of the meeting as notes and action items.

(b) Weekly Status Reports for State Project Team

The Contractor will prepare weekly Status Reports that reflect the major activities for the reporting period, upcoming activities, and open issues. The Project Managers and Team Leaders will use the Status Report as a mechanism to monitor project activity and to detect potential problems or delays. Reports should be primarily in list form and will serve as agendas for meetings. Topics to be covered include:

- i. a review of the project's Level 4 schedule (see **A.5.b (8) (c) iv**).
- ii. a listing of significant departures from the Project Management Plan with explanations of causes and strategies to achieve realignment;
- iii. a listing of tasks that were completed since the last report;
- iv. tasks that were delayed and reasons for delay;
- v. tasks in progress;
- vi. planned activities for the next scheduled period;
- vii. staffing concerns or issues encountered, proposed resolutions and actual resolutions;
- viii. in-progress change requests and their status;
- ix. an updated report on project risks with recommendations for elimination or mitigation; and,
- x. a listing of any other topics that require attention from the State's Project Manager, Project Sponsors, or the Management Advisory Committee.

(c) Weekly Status Meetings with the State Project Team

The State will conduct weekly status meetings with the State Project Team and Contractor to review the content of the Weekly Status Report. The Contractor will participate by providing status, documenting meeting notes, including action items for each weekly status meeting. See **A.5.b (6)** for information on the Issue and Action Item Management Plan.

(d) Bi-Weekly Technical Status Meetings with the State Project Team

The State will conduct bi-weekly technical status meetings with the State Project Team and Contractor's Technical Architect and Development Team. The Contractor will participate by providing status, documenting meeting notes, including action items for each bi-weekly technical status meeting.

(e) Narrative Project Status Report for the Management Advisory Committee

The Contractor will prepare Project Status Reports (in a format defined by DIDS) that summarize the activities and progress of the project for the current month, identify upcoming key activities and issues needing MAC attention. The MAC may request unscheduled reports from the Contractor to address specific concerns relating to the project status.

(f) Presentation for the Management Advisory Committee

The Contractor will provide a monthly presentation to the MAC. The presentation will summarize the progress of the project, identify the project activities for the current month, identify upcoming key activities, and identify items, such as open issues, needing MAC attention. The Contractor will document meeting notes, including action items identified at each meeting.

(4) Quality Management Plan

The Contractor will create a Quality Management Plan. The Quality Management Plan defines activities, time, and resources allocated to them. The Quality Management Plan shall include the following topics:

(a) Purpose and Scope of the Plan

The Contractor will define the purpose and scope of the plan, including the identification of related project management documents.

(b) Project Quality Objectives and Metrics

i. Create Quality Objectives and Metrics

The Contractor will describe the project quality objectives and metrics needed to assess progress toward those objectives.

ii. Perform Quality Control

The Contractor will describe the quality control processes used on this project. The Contractor will inspect or test all deliverables, both documents and software, before submitting them for State review.

iii. Quality Assurance

The Contractor will describe the quality assurance processes used on this project. The Contractor will assure that documents are free from cosmetic errors (spelling, grammar, syntax, etc.), complete, accurate, detailed sufficiently for their intended use, and conform to applicable State standards.

iv. Review and Approval of Deliverables

- Deliverables Approved in Writing

The State and the Contractor will acknowledge completion of all project deliverables in writing.

- Deliverable Walk-Through

The Contractor will submit all deliverables to the State for review and approval. The Contractor will conduct a walk-through with the State Project Team of the deliverable to enhance the State's understanding and to facilitate the review and approval process.

- State Review Timeline

For State reviews, the Contractor will allow ten (10) business days, following the date the Contractor submits the deliverable to the State, for review of each deliverable that the Contractor has developed. However, the State will make its best effort to review and provide comments to deliverables within five (5) business days.

- Deliverable Deficiencies

The State will review all deliverables to determine their fitness for use. If the State finds deficiencies in deliverables, the State will formally communicate them in writing to the Contractor. The Contractor will correct all such deficiencies and resubmit corrected deliverables for review (which begins a new review cycle).

v. Final Approval and Payment

The State approves all deliverables in writing. Payment for a deliverable within a phase is contingent upon the State's final written approval.

(5) Risk Management Plan

The Contractor will provide a Risk Management Plan. The Risk Management Plan describes the process to identify, analyze, prioritize, plan, and monitor risks during the project. The Risk Management Plan includes the risk management methodology, roles and responsibilities, definitions of probability and impact, when to perform risk management, and the categories of risk, risk tolerances, and reporting and tracking formats. The Contractor will identify and maintain risks in a risk register.

(6) Issue and Action Item Management Plan

The Contractor will provide an Issue and Action Item Management Plan. The objectives of the Issue and Action Item Management Plan are to:

- (a) Provide a process for achieving resolution to issues or action items, if left unresolved, will have a negative impact on the project.
- (b) Provide an efficient and effective method for identifying, assigning, tracking, and resolving issues and action items.
- (c) Establish prioritization, status and impact definitions and procedures to ensure issues and action items are prioritized based on their effect on the project's performance, (schedule, cost, and technical performance), and are resolved by the required resolution date.
- (d) Identify an Issue and Action Item Coordinator to ensure issues are analyzed, managed, and reported in a timely and consistent manner.

(7) Configuration Management Plan

The Contractor will provide a Configuration Management Plan.

(a) Version Control

The Configuration Management Plan defines the Contractor's approach for version control for all deliverables including changes to scope, requirements, software, databases and other project documentation. The Contractor will systematically document changes, assess for need, impact, and appropriateness, and present to the State for review and approval. The Contractor will use an automated configuration management tool that complies with State standards.

(b) Change Requests

The Contractor will track the status of in-progress change requests and report this information to the State in the weekly status reports. The Contractor will use a two-step assessment and approval process for Requirements Change Requests. The Contractor will first determine and provide to the State the effort required to assess the request. The State will review and give written approval to the Contractor to proceed. If the Contractor has received approval to continue, the Contractor will then determine and provide to the State the effort required to implement the request. The State will approve both steps before a change request is accepted. See **A.10.a** (Written Change Orders) and **A.10.b** (Consulting Services Required to Meet Written Change Orders) for additional information.

(c) Problem Resolution

i. Approach

The Contractor will define the Contractor's approach for the documentation, resolution, management, and electronic storage of reported problems.

ii. Defect Tracking System

The Contractor will provide a defect tracking system. The Contractor will track problems to closure, grant the State access to these repositories to view information as needed, and report the status of problems to the State upon request.

iii. Problem Evaluation and Resolution

The Contractor will evaluate each reported problem, estimate the time needed to resolve the problem, identify potential impacts on the system and the project, and report to the State. If the State decides to proceed with the resolution, it will assign a relative priority to the problem. The Contractor will then resolve the problem according to its assigned priority. The State will verify and approve closing Resolutions in writing.

iv. Critical Problems

The Contractor will define critical problems and the expected time to resolve these problems.

v. Non-Critical Problems

The Contractor will classify certain problems as “non-critical.” The State expects that non-critical problems will be resolved typically within twenty-one (21) calendar days following the date the State notifies the Contractor to proceed with a proposed resolution. If the Contractor finds it cannot resolve a specific problem within this timeframe, it will provide justification for the delay and propose a new resolution date prior to the end of the twenty-one (21) days.

(8) Integrated Master Schedule

(a) General

The Contractor will develop and maintain on a weekly basis an Integrated Master Schedule (IMS) that defines the tasks necessary to achieve overall project success. The IMS provides the management vehicle that correlates the approved project work scope reflected in the work breakdown structure (WBS), budget, and certain project risks. The IMS reflects both baseline and current schedule data, including the critical path time line. Failure of the Contractor to provide and maintain a Level-4 Integrated Master Schedule on a weekly basis may result in the assessment of Liquidated Damages as specified in Attachment 3, Liquidated Damages.

(b) Dataset and Schedule Management Tool

The IMS provides the project team a single integrated source of schedule data that accurately reflects the implementation of planned work. The Contractor will use Microsoft Project as the automated schedule management tool. This schedule dataset will consist of tasks / milestones, task durations, interdependencies, project constraints, and an assigned data coding structure. The schedule will include assigned resources. Using the assigned coding structure, the scheduling tool will filter and summarize schedule data to provide reports at the summary Master Schedule (Level 2 Schedule), intermediate (Level 3 Schedule), and detail schedule levels (Level 4 and 5). The Contractor provides schedule reporting from a single, integrated IMS dataset and not from separate schedule sources.

(c) Schedule Level Reporting Requirements

i. Level 1 Schedule

Level 1 is an Executive Schedule that highlights major project activities, milestones, and key deliverables for the whole project. The Contractor will provide an Executive Schedule to the Management Advisory Committee. The State reserves the option to request the Contractor

provide a Level 2 or 3 schedule if the MAC determines more schedule detail is required to provide adequate oversight and direction for the project.

ii. Level 2 Schedule

Level 2, also called a Summary Master Schedule, depicts the overall project broken down into its major components by area and is used for higher-level management reporting. The Contractor will provide a Level 2 IMS as part of its proposal submission.

iii. Level 3 Schedule

Level 3 is a Project Coordination Schedule that spans the whole of the project and includes all major milestones, major elements of design, engineering, procurement, construction, testing, and implementation. The Contractor will provide a Level 3 Schedule to the State Project Manager at the start of the Project Mobilization Phase. This schedule defines the overall critical path and is the primary coordination tool for the overall project.

iv. Level 4 Schedule

Level 4, also called the Execution Schedule, is the key working level schedule displaying the activities to be accomplished by the project team. The dates generated by the schedule activities represent the anticipated start and completion of work required to complete the phase / project. The Contractor will keep the Execution Schedule to a sensible size that can be easily managed, updated, validated, etc. Activities are generally over a week in duration. The Contractor will provide and maintain a Level 4 schedule for the current phase. Future project phases may be displayed as a Level 3 “look-ahead” provided the Contractor submits a Level 4 schedule prior to work commencing on future phases. The State will coordinate their resources and project support based on the Level 4 Schedule.

v. Level 5 Schedule

Level 5 is the “Detail Schedule.” The Level 5 is a short-term schedule developed and used by the Contractor to plan and coordinate their work at the detail level (i.e., a detailed “weekly schedule”).

A.6. System Development Life Cycle

a. General

(1) Implementation and Milestone Payments

The Contractor shall deliver and implement the SIAS per the following System Development Life Cycle (SDLC) Phases. The State shall pay the Contractor based upon accepted phase deliverables. An additional incentive payment is available if essential functionality is deployed within 12 months of the Contract begin date. See **C.3 (Payment Methodology)**.

(2) Multiple Opportunities to Validate Requirements and Design

DIDS prefers to allow staff multiple opportunities to validate requirements and design. For this reason, an iterative development approach is favored for use in the SIAS

project. Ideally, this includes an opportunity to view rapid prototypes of requirements and design concepts, screens, content, and application flow. (Such prototypes do not necessarily need to be operational or reused during development.) Simulation of workflow and performance measurement within the design effort is also desirable.

b. Project Mobilization Phase

(1) Overview

The purpose of the Project Mobilization Phase is two-fold. First, the Contractor will develop processes and procedures to govern how the project is organized and managed (i.e., Project Management Plan). Second, the Contractor will analyze business and user needs to validate existing system requirements (Requirements Validation and Traceability).

(2) Tasks and Activities

(a) Create a Project Management Plan

- i. Management Approach - A.5.b
- ii. Organization - A.5.b.(2)
- iii. Key Personnel - A.5.b.(2)(a)i
- iv. Project Team Organization Chart – A.5.b.(2)(a)ii
- v. Roles and Responsibilities - A.5.b.(2)(a)iii
- vi. Staffing Plan - A.5.b.(2)(a)iv
- vii. Communications Management Plan - A.5.b.(3)
- viii. Quality Management Plan - A.5.b.(4)
- ix. Risk Management Plan - A.5.b.(5)
- x. Issue and Action Item Management Plan - A.5.b.(6)
- xi. Configuration Management Plan - A.5.b.(7)
- xii. Integrated Master Schedule - A.5.b.(8)

(b) Validate Requirements

i. Conduct Review Sessions

The Contractor will facilitate review sessions with the State project team to validate the Business and System / Technical Requirements and to ensure that the Contractor's understanding of the requirement conforms to that of the State. See **RFP Attachment 6.8 (Business Requirements)** and **RFP Attachment 6.9 (System Requirements)**.

ii. Discovery of New or Refined Requirements

In the event that the Review Sessions discover new or refined requirements, such requirements shall be categorized as either (1) "in

scope" (functionally equivalent or directly related to requirements included in the State's written requirements), or (2) "out of scope" (requirements that were not in any way foreseen in the State's written requirements), as presented in the RFP. The Contractor shall design, construct, test, and roll-out "in scope" requirements at no additional cost to the State. The State-approved Change Order process will address "Out of scope" requirements (see **A.10.a**).

iii. Develop a Requirements Traceability Matrix

The Contractor will map and trace requirements to design units. This requirements traceability matrix will link the functional requirements to the system design and, ultimately, to the software code and through to system and acceptance testing. This process facilitates ongoing visibility into how the implemented solution supports all user and technical requirements.

(c) Conduct Project Management Activities

- i. Conduct Project Kick-Off Meeting - A.5.b.(3)(a)
- ii. Prepare Weekly Status Reports - A.5.b.(3)(b)
- iii. Conduct Weekly Status Meetings – A.5.b.(3)(c)
- iv. Conduct Bi-Weekly Technical Status Meetings – A.5.b.(3)(d)
- v. Prepare Monthly Narrative Project Report for the MAC – A.5.b.(3)(e)
- vi. Conduct a Monthly MAC Presentation – A.5.b.(3)(f)

c. Design Phase

(1) Overview

The purpose of the Design Phase is to transform the requirements defined in the previous phase into a complete, detailed specification for the system. The Contractor will perform analyses of this phase within the framework of the system initiative, converting the functional and data requirements into a complete system design that will guide the work of the construction phase. The decisions made in this phase address in detail how the system will meet the previously defined functional and data requirements.

(2) Tasks and Activities

(a) Update and Maintain the Project Management Plan – A.5.b

(b) Update and Maintain Deliverables from the Previous Phase

(c) Conduct Project Management Activities

- i. Prepare Weekly Status Reports - A.5.b.(3)(b)
- ii. Conduct Weekly Status Meetings – A.5.b.(3)(c)
- iii. Conduct Bi-Weekly Technical Status Meetings – A.5.b.(3)(d)
- iv. Prepare Monthly Narrative Project Report for the MAC – A.5.b.(3)(e)

- v. Conduct a Monthly MAC Presentation – A.5.b.(3)(f)

(d) Prepare a Fit-Gap Analysis Report

The Contractor shall perform a fit-gap analysis by comparing the Requirements Traceability Matrix prepared in the Project Mobilization Phase with the Contractor's COTS product. The Contractor shall identify, analyze, and document the requirement gaps. This document shall map, at a detailed level, the extent that the software can meet the State's functional requirements and business processes. The Contractor shall detail each change needed to bring the software package into compliance with the State's requirements and business processes. The Contractor will present the Fit-Gap Analysis document to the State for review and approval.

(e) Prepare a Capacity Analysis and Evaluation Plan

i. Planning

The Contractor shall prepare a Capacity Analysis and Evaluation Plan. The purpose of the Capacity Analysis and Evaluation Plan is to identify users of the system and to assist State technical, operations, and telecommunications personnel in projecting the capacity and communication requirements (bandwidth, lines, etc.) to support the Contractor-hosted system.

ii. Evaluation

The Contractor will be responsible for evaluating system performance. The State requires the Contractor to plan a strategy with review points for capacity evaluation. The Contractor will base the initial plan and evaluation criteria on preliminary estimates from data provided by the State (i.e. concurrent users, transaction volume, etc.). The Contractor will take into account compatibility with the Tennessee environment. A copy of the State's *Technology Architecture Standards* is available upon request. The Contractor will conduct subsequent evaluations and make modifications to the strategy as the project progresses and more detailed data estimates become available.

iii. Capacity Evaluation Reporting

- The Contractor will prepare interim and final Capacity Evaluation Reports that documents, in detail, the results of the tests and recommendations for resolving any problems, as outlined in the Capacity Analysis and Evaluation Plan. The Contractor will provide detailed documentation demonstrating how the application will achieve the required response time. See **A.7.a (System Performance Standards)**.
- The Contractor will show all calculations and assumptions. At a minimum, the documentation will show line speeds, devices supported per circuit and per location, routing, average and peak traffic load and average and worst-case response times. The Contractor will provide to the State all information about the impact of application solutions, including recommendations. The State will provide the Contractor written acceptance of the Capacity Evaluation test.

(f) Prepare a Detailed Security Plan

i. Overview

The Contractor will prepare a Detailed Security Plan. The Contractor will be required to adhere to the State's *Enterprise Information Security Policies*. In addition, the Contractor will be required to sign a *Third Party Network Connection Agreement* with the State. Both documents are available upon request. The Contractor will present the Security Plan to the State's Information Technology Architecture Review Board (ARB) for review and approval. The Security Plan must be compatible with the State firewall hardware / software and Intrusion Detection / Prevention systems. See the Security and Audit section of **RFP Attachment 6.9 (System Requirements)**.

ii. Security Requirements

- Defense-in-Depth

Security solutions must provide defense in depth. The solution must provide a solid risk management approach to application development and deployment in terms of threat and vulnerability identification, analysis and prioritization and mitigation techniques.

- Audit Trail

The Contractor Security Plan must describe system audit trails and how the application security features will be integrate with existing network user login.

- Other Security Plan Content

The Contractor will provide the recommended levels of security, limitations of capabilities, required rules, the format and content of security tables, as well as the recommended starting phase for establishing security profiles within the Security Plan.

- HIPPA Regulations

The Contractor will construct the Security component of the system in compliance with HIPPA regulations.

- User Roles

The Contractor will work closely with the State to define user roles. These users will be assigned access to the system based on their need and job role.

- Third Party Assessments

The Contractor will work with the State to support periodic State administered third-party security assessments of the application. The Contractor will correct any deficiencies identified during these assessments.

(g) Prepare a Test Management Plan

i. Overview

The Contractor will prepare a Test Management Plan. DIDS expects a comprehensive testing process to be in place and used to determine whether the solution delivered (both base functionality and customizations) satisfactorily addressed the requirements defined in the RFP as confirmed or revised during the Requirement Validation Review Sessions of the Project Mobilization Phase.

ii. Content

This Test Management Plan will address all testing efforts for the project to include unit, system, integration, and user acceptance. The Test Management Plan will address at a minimum:

- objectives and approach;
- resources (personnel, hardware, testing tools);
- infrastructure safeguards; test level; source and management of test data; test validation procedures; and
- interface testing.

The Contractor will verify that tests execute successfully at one level before proceeding to the next level. For each test level, the test plan, test cases, use case scenarios, test scripts, and test results will be stored in a single repository.

iii. Contractor Testing

The Contractor will ensure that all components of the new system function per the design specifications. The Contractor will complete testing on each module and on the assembled system. In addition, the Contractor will perform stress testing to test capacity and performance of the new system. The Contractor is responsible for testing as defined below:

- Unit Testing

Tests performed by the programmer / developer to ensure the reliable performance of functions, procedures, and routines before making the product available to other developers within the larger component or system.

- Integration Testing

Tests performed by the development team of the solution with all its integrated components to ensure that they work together as designed and that the various sub-systems communicate with one another properly.

- System Testing

Testing of the entire system (as a system) to ensure that the solution meets the design specifications. Specific components of the system test include:

- Y **Stress testing** – designed to break the solution by overwhelming it or by depriving it of resources. The

objective is to make sure that the system is recoverable – that it fails and recovers gracefully.

Y **Volume testing** – includes testing the solution by introducing constantly increasing load in an attempt to expose weaknesses that do not surface in routine testing. Examples include memory management bugs, memory leaks, buffer overflows, or processor saturation.

Y **Interface testing** – includes ensuring that the system interfaces with external systems to exchange data as required in the design specifications.

The Contractor should note that system testing also includes complete execution of the Contractor-generated User Acceptance Test scripts to ensure that the system (when handed off to DIDS) will execute the acceptance tests to a reasonable level of completion.

- **Backup and Recovery Testing**

The Contractor will define procedures to restore, test and verify that backups of application software and data are consistent and accurate. **See A.6.d (2) (d)** for information on the Backup and Recovery Plan.

- **Regression Testing**

Possibly the most important aspect of the Contractor's testing responsibility, regression testing is the re-testing of previous problem repairs subsequent to the correction of new problems to ensure that previously repaired problems do not recur. Regression testing is an integral part of any good software development methodology.

iv. State Testing

The State is responsible for User Acceptance Testing (UAT). UAT is the execution of a series of defined steps using predefined data, the objective of which is to determine whether the actual outcome consistently, repeatedly, and accurately equals the expected result. User acceptance testing is a deliberate process and requires preparation of test scenarios, test cases, test data, and expected outcomes (by the Contractor) and known in advance of test execution. UAT occurs subsequent to the completion of the Contractor's testing responsibilities – though Contractor-accomplished regression testing continues in response to changes and repairs of problems determined during UAT. **See A.6.d (2) (m) – Prepare the Acceptance Test Plan.**

v. Testing Tool

The Contractor will use the State's automated test tracking tool as determined appropriate by the State. This tool tracks and facilitates management of issues, problems and discrepancies found during testing or regression testing, resolution of these issues and progress toward user acceptance testing completion.

vi. Contractor UAT Support

The Contractor will provide dedicated support at the State designated sites for UAT, including application and technical assistance.

(h) Prepare an Implementation Plan

i. Overview

The Contractor will prepare an Implementation Plan. DIDS staff, agencies, and providers in the 95 counties, regional offices, and in the State office in Nashville will use the new system.

ii. System Functionality Deployment

The State desires deployment of functionality in the most expeditious manner consistent with meeting and maintaining quality standards. Provided deployment of the Contractor's solution can be by functional component, implementing the **Services Planning** functionality first will automate and eliminate significant manual processing currently done by State personnel. If practicable, the Contractor will provide a phased implementation by functional (modular) component. An additional incentive payment is available if deployment of essential functionality is within 12 months of Contract start. (**See C.3 Payment Methodology**)

iii. Content

The Contractor's Implementation Plan will describe, at a minimum, the following:

- the overall approach to implementation;
- the strategy for providing the necessary staff to ensure that the required level of implementation support is available;
- recommendations concerning third-party software needs and timing of purchase (if applicable);
- the objectives and approach for components requiring installation with particular emphasis on using the Wide Area Network, Intranet, and Internet;
- the schedule of installation activities relating to system issues, training, and testing of third party software (if applicable);
- implementation preparation tasks in detail, security preparation, staff training, personnel assignments, and level of resources required for each area;
- confirmation of the training schedule;
- confirmation of the systems test objectives and schedule;
- confirmation of the software completion schedule;
- identification of implementation locations (not to exclude non-traditional DIDS locations);
- manual support procedures; and

- updates to documentation.

(i) Prepare a Data Conversion Plan

i. Overview

- Contractor Responsibility

The Contractor will be responsible for all automated conversion efforts. The Contractor will develop and implement a Data Conversion Plan to convert data in a timely manner and one that ensures data integrity and the validity of the data maintained through the implementation phase. The Data Conversion Plan will address the Contractor's strategy for converting data to the new database. The Contractor will be responsible for managing the entire transfer process of information from Legacy applications to the new database. The Contractor will be responsible for loading the extracted and cleansed data into the new system.

- State Responsibility

The State will be responsible for extracting and cleansing legacy data and for keying any data missing or not provided in the legacy database that is required in the new system.

- Data for Conversion

The State has approximately 11 years of legacy data. There are approximately 250,000 incidents from the State's I&I system to be converted and imported into the new system. Approximately 30,000 incidents are added annually. In addition, the State has approximately 41,000 recipient and provider demographic data that must be converted and loaded to the new system. Growth of this demographic data is about five percent annually.

ii. Process for Converting Data from Legacy Systems

The Contractor will convert data from the legacy systems. DIDS will be responsible for extracting and cleansing data from the Legacy systems. The Contractor will work with DIDS to define the layouts for the data extracts. The Contractor will define the data conversion process that will be used to map and load the legacy data into the new system.

iii. Data Conversion Testing

The Contractor will perform data conversion testing and will document results on this converted data, prior to User Acceptance Testing.

iv. Data Conversion Plan Content

The Data Conversion Plan will address, at a minimum, the following:

- Identification of all conversion tasks
- Schedule of conversion tasks
- Identification of all data sources

- Identification of data elements and / or systems to be converted
- Identification of data needed to populate the system so that the new system is a fully functioning system
- Data conversion and load process
- Conversion environments
- Conversion testing
- Identification and tracking of defects
- Roles, responsibilities, and staffing to support conversion
- Conversion overview noting objectives, approach, roles, techniques, testing process, data validation, impact and resources
- Conversion strategy for handling “black out” period when switching from the old system to the new and the interfaces associated with each
- Conversion process (automated manual, verification procedures, and acceptance responsibilities)
- Conversion of data into a common format prior to the loading into the new system
- Conversion support (system resource requirements, policy and hardware)
- Identification of control procedures and evaluation criteria
- Special training for conversion activities
- Any interim file maintenance requirements
- Development of conversion programs (this includes specifications, program coding, test plans, and complete testing)
- Backup and recovery of converted data, including methods for returning to the legacy state

(j) Prepare a Training Plan

The Contractor will create a comprehensive Training Plan. See **A.9 (Training)** for detailed training requirements.

(k) Prepare a Detailed Design Document

i. Overview

The Contractor will conduct sessions with the State to identify and further document the detailed requirements and business rules for all system functionality.

ii. Design Specifications

The Contractor will develop detailed design specifications. These design specifications will address database design, including traceability to all requirements, object models, data models, data dictionaries, navigation techniques, screen layouts, interfaces, system, standard report layouts, ad-hoc query screen layouts, correspondence document layouts, notification document layouts, and form layouts.

iii. Prototyping

In developing screen, report, correspondence documents, notification documents, forms or other layouts, the Contractor will perform prototyping or demonstrate selected functionality to enable State staff to more effectively review, validate and approve designs throughout the design process. The Contractor will provide details of inputs, outputs, edits, descriptions of functions and processes, help screens, interfaces and appropriate diagrams of application software design.

iv. Business Process Model

The Contractor will use the business process model as defined by the State, and will document a Detailed Design document that includes the definition of each business process at the elementary process level. The Contractor will conduct a final review with the State of the Detailed Design document, including the business process model at the elementary process level.

v. Physical Database Model

As part of the Detailed Design Document, the Contractor will provide the Physical Database Model. DIDS IT will be developing satellite applications using the Contractor's database structure.

vi. Interface Specifications

The Contractor will define detailed requirements and design specification for interfaces to other state agencies and / or applications. The Contractor will allow DIDS IT developers to customize pages with hyperlinks to other State applications as needed. See **A.8 (Interface Development)**.

vii. Design Specifications and Layouts for Reports, Correspondence, Messages, Notifications and Forms

- COTS Package Database Extract

Contractor will provide to the State at intervals specified by the State, an extract of the COTS package database. The Contractor will deliver the extract to the State in a format specified by the State. The State's DIDS IT developers will use the extract to develop Specifications and Layouts for Management Level reporting.

- COTS Package Correspondence, Messages, Notifications and Forms

The COTS package will have the ability to send correspondence, messages, notifications and forms to managers, employees, or providers as necessary. The Contractor will be responsible for any Detailed Design Specifications with respect to this requirement.

- **Security Design Specifications**

The Contractor will document system security and access constraints, requirements and procedures, as defined in the Security Plan. See **A.6.c (2) (f)**.

- **Detailed System Design Walk-Through**

The Contractor will conduct a Detailed System Design Walk-through and a detailed system overview for users. The Contractor will prepare presentation materials and handouts for this walk-through session. After these reviews are completed, the Contractor will update the requirements and supporting design documents to reflect the feedback received. The Contractor will document the results of this walk-through session as meeting notes, including action items. The Contractor will illustrate design flexibility, scalability, and modularity and the use of common and reusable components. The Contractor will also demonstrate how the design facilitates the automation and ease of maintenance.

(I) Brief the Architecture Review Committee

The DIDS-IT and the Contractor will jointly brief the Architecture Review Committee on their proposed solution in order to obtain concurrence for the Security and Design plans.

d. Construction Phase

(1) Overview

The purpose of the Construction Phase is to convert the deliverables of the design phase into a complete information system. Although much of the activity in the Construction Phase addresses the computer programs that make up the system, this phase also puts in place the hardware, software and communications environment for the system, and other important elements of the overall system. The activities of this phase translate the system design produced in the design phase into a working information system capable of addressing the information system requirements. The elements of the system are developed (or acquired), tested, and integrated to include all hardware, system software, communications, applications, procedures, and associated documentation. At the end of this phase, the system is ready for the activities of the acceptance test phase.

(2) Tasks and Activities

(a) Update and Maintain the Project Management Plan – A.5.b

(b) Update and Maintain Deliverables from Previous Phases

(c) Conduct Project Management Activities

i. Prepare Weekly Status Reports - A.5.b.(3)(b)

- ii. Conduct Weekly Status Meetings – A.5.b.(3)(c)
- iii. Conduct Bi-Weekly Technical Status Meetings – A.5.b.(3)(d)
- iv. Prepare Monthly Narrative Project Report for the MAC – A.5.b.(3)(e)
- v. Conduct a Monthly MAC Presentation – A.5.b.(3)(f)

(d) Prepare a Backup and Recovery Plan

The Contractor will create a Backup and Recovery Plan. In order to prevent loss of data, the Contractor will develop and implement backup and recovery procedures. This plan will include procedures for the periodic copying of data to other media and the process for restoring data to its original or prior form. The Contractor will perform tests to validate the backup and recovery procedures. Within the Backup and Recovery Plan, the Contractor will develop a Contingency Approach for emergency response, operation backup and post-disaster recovery for the system to facilitate the continuity of operations in an emergency and to ensure the availability of critical resources. The Contractor will include a provision for the off-site storage of the system application and data. See the Archive and Back-Up section of **RFP Attachment 6.9 (System Requirements)**.

(e) Provide a Disaster Recovery Plan

i. General

The Contractor shall be required to update, test and maintain a Disaster Recovery Plan designated to minimize any disruption to the processing of State transactions during the term of this contract. The Contractor will be responsible to work with OIR to develop and maintain adequate backup capabilities for all electronic entry and batch processing functions of the system.

ii. Minimum Requirements

The Contractor will conduct periodic test runs of the system. The disaster recovery plan and procedures shall provide, at a minimum, the following:

- Continue processing of the State transactions assuming the loss of the primary processing site. This shall include interim support for the online component of the system.
- Provide a detailed file backup plan and procedures, including the offsite storage of crucial transaction and master files. The plan and procedures shall include a detailed schedule for backing up critical files and their rotation to an offsite storage facility.
- Provide maintenance of documentation and source program libraries at an offsite location.
- The State must approve the Disaster Recovery Plan and any proposed changes.
- Provide Disaster Recovery in separate locations and cities.

iii. State Disaster Recovery Testing

The State will test the disaster recovery plan no less than once each year.

(f) Prepare a User Manual

i. General

The Contractor will develop a User Manual that features clear organization of content, easy to understand language, useful graphic presentations, and a thorough index and glossary. The State Acceptance Test team will use the User Manual to mirror the production functional environment and verify the manual's content.

ii. User Manual Contents

The User Manual will address all aspects of system functions and operations, including:

- complete instructions for the users, explaining the use of each system function;
- system usage scenarios, based on real world examples drawn from the day-to-day workloads of typical users, that fully describe and explain the salient features and operation of the system;
- how input data is stored and related between system records;
- how to generate / suppress standard and ad hoc reports;
- normal report distribution;
- prioritization processing and system-determined priorities;
- system log-on, log-off, and security features;
- error messages, including a definition if the message is not self-explanatory, and error correction procedures;
- help features and usage;
- problem reporting procedures;
- entering data and data validation;
- mandatory data fields and default data values;
- data correction and user help features;
- menu and system function navigation;
- screen layouts and contents; and
- search and inquiry features.

iii. Use as a Reference Guide and Teaching Aid

The User Manual will be able to serve as a reference guide and a teaching aid.

iv. Prepare a Quick Reference Guide

In conjunction with the User Manual, the Contractor will develop a Quick Reference Guide that will be a high-level source of information on accessing and using the major functionality of the system.

v. Method of Delivery

The Contractor will provide the User Manual and the Quick Reference Guide in electronic and hard copy and in a format approved by the State.

vi. Revisions to the User Manual and Quick Reference Guide

The Contractor will revise the User Manual and Quick Reference Guide with any changes resulting from the State's Acceptance testing and initial user training sessions.

(g) Install and Set-Up System Environments

The Contractor will install and set-up the system environments, to include the test environment.

(h) Create Program Code, Compile and Refine Modules

The Contractor will create program code, compile the code and refine modules as necessary.

(i) Create and Test Databases

The Contractor will create and test the system database(s).

(j) Perform Data Conversion

The Contractor will execute the Data Conversion Plan. See **A.6.c (2) (i)**.

(k) Conduct Unit and Integration Testing

The Contractor will perform unit and integration testing. See **A.6.c (2) (g)**.

(l) Conduct System and Interface Testing

The Contractor will perform system and interface testing. See **A.6.c (2) (g)**.

(m) Prepare the Acceptance Test Plan

i. User Acceptance Test Plan Approach

- Overview

The Contractor will describe the Contractor's role in leading and supporting the State in User Acceptance Testing in the User Acceptance Test Plan Approach.

- **State Responsibility**

The State will develop Use Case Scenarios for User Acceptance Testing. The State will prioritize Use cases according to criticality and test the most critical use cases first. The State will perform the User Acceptance Test. The State will define the sites where User Acceptance Testing will occur.

- **Contractor Responsibility**

The Contractor will assist the State in the development of Use Case Scenarios, as needed.

- ii. **User Acceptance Test Plans**

The Contractor will develop User Acceptance Test Plans to provide State testers with clear, user-friendly instructions, and expected test results. Within the User Acceptance Test Plans, the Contractor will include the specific objectives, the conditions to prove that the objectives are accomplished, the data that used in testing those conditions and the expected results. The Contractor will trace all test cases to specific requirements and specifications, and map specific requirements and specifications to one or more identified test cases.

- iii. **Timeframes to Complete User Acceptance Testing**

The Contractor's User Acceptance Test Plan will include realistic periods for completion of the testing by State staff.

- iv. **User Acceptance Test Plan Walkthrough**

The Contractor will conduct a walk-through with the State Project Team of the User Acceptance Test Plan to enhance the State's understanding and to facilitate the approval process.

- v. **Training for User Acceptance Testers**

State approval is required before training classes for user acceptance testers are scheduled.

- (n) **Conduct User Acceptance Testing (UAT) Team Training**

The Contractor will begin execution of the Training Plan with a priority on training the UAT Team. The Contractor will complete training for all State users prior to "Go-Live" during the Implementation Phase. See **A.9 (Training)**.

- e. **Acceptance Test Phase**

- (1) **Overview**

The purpose of the Acceptance Test Phase is to prove that the developed system satisfies the requirements outlined in the Requirements Traceability Matrix and Detailed Design Document.

- (2) **Tasks and Activities**

- (a) **Update and Maintain the Project Management Plan – A.5.b**

(b) Update and Maintain Deliverables from Previous Phases

(c) Conduct Project Management Activities

- i. Prepare Weekly Status Reports - A.5.b.(3)(b)
- ii. Conduct Weekly Status Meetings – A.5.b.(3)(c)
- iii. Conduct Bi-Weekly Technical Status Meetings – A.5.b.(3)(d)
- iv. Prepare Monthly Narrative Project Report for the MAC – A.5.b.(3)(e)
- v. Conduct a Monthly MAC Presentation – A.5.b.(3)(f)

(d) Execute the Acceptance Test Plan

The Contractor will execute the Acceptance Test Plan. See **A.6.d (2) (m)**.

(e) Prepare Test Analysis Reports

The Contractor will prepare User Acceptance Test Analysis Reports to document the results of User Acceptance Testing and identify any problems identified by the State UAT Team.

(f) Prepare an Interim Capacity Evaluation Report

At the time of UAT, the Contractor will execute the Capacity Analysis and Evaluation Plan and prepare an Interim Capacity Evaluation Report. See **A.6.c (2) (e)**.

(g) Perform Problem Resolution

In support of UAT, the Contractor will perform problem resolution based upon results documented in the Test Analysis Reports and the Capacity Evaluation Report. The Contractor will perform all application software, file structure, and database modifications necessary to ensure system performance reaches acceptable levels in the test / production environments. See **A.5.b (7) (c)**.

(h) Perform Regression Testing

After problem resolution, the Contractor will perform Regression Testing to ensure the problem has been resolved. The State UAT Team will perform UAT Regression Testing once the Contractor conducts successful regression testing of the problem(s) identified. See **A.6.c (2) (g) iii**.

(i) Perform a Backup and Recovery Test

The Contractor will perform a Backup and Recovery Test. The State will participate in this test. The Contractor will document the results writing and submit to the State for review and approval. See **A.6.d (2) (d)**.

(j) Certification of Completion of UAT

The Contractor will certify in writing that the UAT of the system is complete and the system is ready for statewide implementation. The State will provide written approval of this certification.

f. Implementation Phase

(1) Overview

The Implementation Phase builds on the results of all prior phases. The Implementation Phase includes efforts required to prepare for implementation of the new system, implementation of the system in a production environment, and resolution of any problems identified during the implementation process. During the Implementation Phase, the Contractor installs the system or system modifications and makes the system operational in a production environment. The Contractor conducts user training; data conversion is completed; and the State begins using the system.

(2) Tasks and Activities

(a) Update and Maintain the Project Management Plan – A.5.b

(b) Update and Maintain Deliverables from Previous Phases

(c) Conduct Project Management Activities

- i. Prepare Weekly Status Reports - A.5.b.(3)(b)
- ii. Conduct Weekly Status Meetings – A.5.b.(3)(c)
- iii. Conduct Bi-Weekly Technical Status Meetings – A.5.b.(3)(d)
- iv. Prepare Monthly Narrative Project Report for the MAC – A.5.b.(3)(e)
- v. Conduct a Monthly MAC Presentation – A.5.b.(3)(f)

(d) Complete Statewide Training

The Contractor will complete execution of the Training Plan for all State users of the system in preparation for “Go-Live”.

(e) Complete Final Data Conversion

The Contractor will perform a Final Data Conversion to incorporate all data in the new system in preparation for “Go-Live”.

(f) Initiate Help Desk Support

The Contractor will ensure that the system is continually operational. The Contractor will provide continuing on-line operational support to State designated users throughout statewide implementation. The Contractor will assist with technical and user problems. See **RFP Attachment 6.9, GE 59 and 60** for onsite support during “Go-Live”.

(g) Execute and Complete the Implementation Plan

The Contractor will implement the system based on the approved Implementation Schedule and the Implementation Plan. The Contractor and State will conduct a rigorous review and document the results of the implementation. Failure of the Contractor to execute “Go-Live” as scheduled and agreed upon by the State, or an agreed upon re-baseline of the “Go-Live” date, may result in the assessment of Liquidated Damages as specified in Attachment 3, Liquidated Damages.

(h) Prepare a Final Capacity Analysis and Evaluation Test and Report

During Implementation, the Contractor will perform a final Capacity Analysis and Evaluation Test and record the results in a Capacity Analysis and Evaluation Test Final Report. The Contractor will perform Capacity Evaluation Testing at a system level in cooperation with the State project team, including staff from OIR. The Capacity Evaluation Test will include a stringent stress test that includes a simulation of workload and volume testing, used to test and monitor the limits of the system in a simulated production environment. The Capacity Evaluation Test will be performed at peak times with peak volumes. The Capacity Evaluation Test results will determine whether the application conforms to acceptable response and hardware load conditions. The Contractor will perform capacity testing until the Contractor obtains satisfactory test results. The capacity test results will confirm that the software and the hardware configuration meet the State's requirements over multiple trials.

(i) Prepare a Final Implementation Report

The Contractor will produce the final implementation report at the completion of all implementation activities. The Contractor will provide documentation that certifies that the system is operational per the contract.

A.7. System / Data Hosting

a. System Performance Standards

(1) User Load

The Contractor will design and implement the system to meet the response time and availability standards described here. The Contractor should assume a load of 2,500 concurrent users accessing the system during an average day. If, through the end of the Contract, response time and / or system availability degrades to a level of non-compliance during the periods specified, the Contractor must take the necessary steps to bring the system back to the required level unless the State determines that factors outside the Contractor's control, such as the State's infrastructure or Internet degradation, are the cause.

(2) System Response Times

Response times of less than 3 seconds transaction response time from screen-to-screen for 95% of all transactions and less than 1 second for field-to-field activity is required within the system. The Contractor and State will review response times during the Acceptance Test phase and again during the first month of each implementation of a production version. After the first month of production for each implementation, if the response time degrades to a level of non-compliance with the State-defined standard, then the Contractor will have one (1) month from the date of notice by the State to resolve and to get the performance back to the required response times. Failure to meet the standard can affect the continuation of the Contract and may result in the assessment of Liquidated Damages as specified in Attachment 3, Liquidated Damages.

(3) System Availability

The system shall be available and fully functional 99.95% of the time, exclusive of scheduled downtime. This standard translates into a maximum allowed unscheduled downtime of 22 minutes per month. Scheduled downtime is limited to 2 hours per week and must take place during non-core business hours. The State's core business hours are 7:00 a.m. to 4:59 p.m. (CST), Monday through Friday including

State holidays. The State's non-core hours are 5:00 p.m. to 6:59 a.m. (CST), Monday through Friday and all day Saturday and Sunday.

(4) Customer Service Response

The State requires Contractor to be available for non-emergency telephone customer support from 7:00 a.m. to 4:59 p.m. Central time, Monday through Friday. If the State places a non-emergency service call, the Contractor must respond within four (4) hours. For emergency issues, the Contractor will provide a twenty-four (24) hour / seven (7) days per week contact number, and the Contractor must respond within one (1) hour. Contractor's failure to respond may result in the assessment of Liquidated Damages as specified in Attachment 3, Liquidated Damages.

b. Data Management

The Contractor will host, maintain, and provide database support services as described below:

(1) Database Architecture and Administration

The Contractor will maintain the database architecture as developed during the Design Phase in order to meet the system functional and performance requirements. The Contractor will:

- (a) Maintain the data architecture which includes logical and physical data models, and indices
- (b) Create, update and communicate data dictionary to include description of data elements, characteristics, and properties
- (c) Identify and resolve potential database performance issues
- (d) Manage and coordinate database changes

(2) Data Export

The Contractor will export data from the COTS package to a State specified location for use in a State built and supported Data Warehouse. DIDS envisions using a data warehouse for executive reports, which do not require real-time data, to perform trend analysis and support the implementation of a program scorecard.

(3) Data Backup and Recovery

In order to prevent loss of data, the Contractor will develop and implement backup and recovery procedures. This plan will include procedures for the periodic copying of data to other media and the process for restoring data to its original or prior form. The Contractor will conduct tests to validate the backup and recovery procedures. See **A.6.d (2) (c)**.

c. Disaster Recovery

The Contractor will develop, test and maintain a Disaster Recovery Plan designated to minimize any disruption to the processing of State transactions during the term of this contract. The Contractor will be responsible to work with OIR to develop and maintain adequate backup capabilities for all electronic entry and batch processing functions of the system. See **A.6.d (2) (d)**.

d. Software Licensing

(1) Base License – Initial Licensure

(a) Licensed Users

The Contractor shall provide a license (or licenses) to the State that will allow up to four thousand (4,000) users to have access to the system ("base license").

(b) Proof of License

The Contractor shall provide the proof of license to the State at the same time that the Contractor implements or tests the software.

(2) Base License – System Support

(a) Authorized Contacts for Central Site Support

The Contractor shall provide Base License System Support, including telephone software support and product updates as they become available. The State will require Central Site Support, designating up to 10 individuals from the State authorized to contact the Contractor for support.

(b) Email and Toll-Free Number Support

The Contractor shall provide system support to the State via email and a toll-free telephone number for the System.

(c) Method of Contact

During the term of the contract, the State will contact the Contractor directly for support. Once the system is live, the State will use email and a toll-free telephone number for support.

(d) Option to Renew Annually

At the State's option, Base License System Support, which begins the first day of the Implementation Phase, defined as beginning on the first day following the State's signed approval of the Acceptance Test Phase, shall be renewed annually. The state will have the option to re-negotiate each year, the cost of the different levels of support. Support fees will begin at "Go Live."

(e) Requirement to Keep System Current

The Contractor shall keep the system current. The Contractor shall make available to the State all new versions of the software as they become available, to keep the State current with the Contractor's market software product version/release.

(f) Notice of New Releases or Version Upgrades

The Contractor shall provide at least two months notice to the State's Information Technology department to allow for testing of new releases or version upgrades before implementation.

(g) Requirement to Create a Back-Out Plan

The Contractor shall create a back-out plan for all new releases or version upgrades in the event there is a problem during the implementation of these releases and / or upgrades.

(h) Documentation of Enhancements or Revisions

The Contractor will provide complete documentation of all system enhancements or revisions of software. The Contractor shall provide documentation of the new releases to the State's Information Technology department, in a user-friendly manner at least two months prior to the implementation of the new releases or version upgrades.

(i) Timing of New Versions and / or Upgrades

The implementation and timing of any new versions and / or upgrades shall be at the State's option.

(j) Implementation of Modifications and Enhancements

The Contractor shall implement modifications and enhancements that operate with the current existing System with no loss of function within the existing software. The modifications or enhancements implemented must:

- i. Operate without abnormal program interruptions,
- ii. Provide the functions as required by the specifications as described by documentation supplied by the Contractor, and
- iii. Be accompanied by documentation updates including upgrade impacts and installation instructions.

(3) Base License – Additional Users Licensure

(a) Requirement to Procure Additional User Licenses

Due to the staging or phasing in of the system across the user base during Implementation, the State may procure additional user licenses as described below.

(b) Procurement of Additional User Licenses

The Contractor shall provide, at the State's request, additional user licenses in blocks of ten (10) users to supplement the base license. For each additional block of ten (10) users, the State will pay the contractor a one-time, non-recurring fee.

(4) Third Party – Software Licensure

(a) Contractor Responsibility

The Contractor with the initial licensure shall provide any third-party software (excluding State-standard software approved by the State) that is required for the operations or maintenance of the system. The Contractor shall provide evidence to the State the Contractor has lawfully purchased this initial licensure, warranty support, and license upgrades, and can extend to the State such licensure, support, and upgrades for the life of the contract.

(b) State Responsibility

The state will procure all State-standard third-party software that is required using other State contracts. State-standard products are listed in the *Technology Architecture Standards* document available upon request.

(5) Third Party – Software Support

(a) Availability of Third Party Software

The Contractor shall provide telephone software support and automatic updates to the product, and shall provide such support in a Central Site Support Model. The Contractor may subcontract this support through a Third Party Software Vendor. The State will require Central Site Support, designating up to 10 individuals from the State authorized to contract the Contractor or the Third Party Software Vendor for support.

(b) Method of Contacting Third Party Vendor

During the term of the contract, the State will contact the Contractor directly for support. Once the software licenses have been transferred to the State, the State will contact the Third Party Software Vendor for support.

(6) Third Party – Additional Users Licensure

Due to the staging or phasing in of the system across the user base during Implementation, the State may require additional Contractor-provided Third Party user licenses. The Contractor shall provide, at the State's request, additional user licenses in blocks of ten (10) users to supplement the Third Party licenses. For each additional block of ten (10) users, the State will pay the contractor a one-time, non-recurring fee.

A.8. System Interface Development

a. General

The Contractor will provide a means via built-in capabilities and tools available in its proposed solution to interface the new system to external applications, such as other State applications. The system will permit automated data exchange in both real time and batch modes to and from other systems, and will integrate with other desktop and server applications such as Microsoft Excel, query and reporting tools, and electronic mail (currently GroupWise). Where possible, the Contractor shall provide a seamless integration between the new system and external systems that shall interface with it.

b. External Interfaces

Only one external interface is required as part of the initial implementation. This interface is to the State Geographic Information System's Location Based Service. Other interfaces may be required during the period of the contract and implemented via change order requests. See **A.10.a and b** (Written Change Orders / Consulting Services Required to meet Written Change Orders).

(1) State's GIS Enterprise Location Based Services (LBS) System Interface (Required Interface)

The Contractor shall provide a solution that interfaces with the State's GIS Enterprise location based services system that provides GIS capabilities for integrating, storing, editing, analyzing, sharing and displaying geographically referenced information. The State currently uses ESRI's ArcSuite as the technological platform behind this service. The system must provide the capability to parse address data to a level of

granularity sufficient for effective geo-coding (i.e. street number, street name, cardinal direction, city, state, zip+4, and county). The interface will provide this data to LBS nightly and receive geo-coded data in return (latitude / longitude for example) to associate with each address. The Contractor will incorporate a feedback loop into the system in order to provide a means to automatically clean address data that fails preset geo-coding standards. The Contractor will meet with State GIS staff during the design, construction, acceptance testing, and implementation phases of the GIS interface development.

(2) Title XIX (TennCare – Medicaid System) Interface (Optional via Change Order Only)

The Contractor shall provide a solution that interfaces with the State's TennCare Management Information System (TCMIS) for purposes of Case Management billing. The TCMIS application is based on EDS interchange MMIS technology using a collaboration of application tools including PowerBuilder and C+, sitting on an Oracle v9 database residing in a UNIX environment.

(3) Enterprise Content Management Interface (Optional via Change Order Only)

The Contractor shall provide a solution that interfaces with the State's Enterprise Content Management (ECM) system. ECM is an Enterprise System managed and maintained by the Office for Information Resources.

(a) ECM Environments

This system uses the FileNet P8 Content Manager Suite of products. The current environments include the following core components:

- Content Manager 3.5.2.
- Business Process Manager 3.5.2.
- Forms Manager 3.5.

(b) Required Use of the P8 Toolkit

The Contractor shall be required to use an application toolkit to create the interface between the LOB and the State's ECM system. The P8 Toolkit for Content Manager is required. A FileNet P8 Certified Developer is required to develop all interfaces to the ECM system.

(c) ECM Application Integration Standards

The State has developed standards for application integration. Three potential integration scenarios may be required with content stored:

- Content Access: Content stored in the ECM system must be accessible from other applications.
- Content Creation: Based on certain events in other applications, content must be created and stored in the ECM system.
- Process Initiation: Initiation of processes and / or transactions in the application is based on certain events in other applications.

(d) FileNet Compatible Options

To accommodate the above scenarios the system must be capable of integration with the FileNet-maintained content and / or data through the following FileNet-compatible options:

- Content Engine: Integration through a Java API.
- Process Engine: Integration through a Java API.
- Content / Data in the two previous FileNet environments should also be able to be integrated through Web Service / SOAP-compliant means.

(e) Standard for Acquiring and Indexing Digital and Paper-based Content

FileNet Capture Professional 5.1 is the current standard for acquiring and indexing digital and paper-based content. Customized Capture applications will be required to utilize the Capture development toolkit.

(f) State ECM Interface Development Support

The Contractor will work with the ECM team to understand the environment and to adhere to enterprise standards and policies. The Contractor shall confer and obtain approvals from the ECM team as they define system access and security needs, gather requirements, design the storage structure and interfaces, and construct the storage structure and interfaces involving ECM.

(4) Crystal Enterprise Reporting System Interface (Optional via Change Order Only)

The Contractor shall provide a solution that interfaces with the DIDS Crystal Enterprise reporting system.

A.9. Training

a. General

The Contractor will provide training to ensure that designated State users are prepared to use the system for User Acceptance Testing and "Go-Live" during the Implementation Phase. All training will be role-based. The Contractor will create role-based training curricula customized for each unique training class. The Contractor is responsible for developing all training materials and curricula in an editable format (e.g. Microsoft Word, Microsoft PowerPoint, etc); these training documents will be converted to PDF format for electronic presentation to training participants. All training materials and curricula will be owned by the State. The Contractor is not responsible for making copies of training curricula; this task will be performed by the State. However, the Contractor will ensure that all training curricula, plans, and other training materials are current prior to training.

b. State Staff Training Program

(1) Overview

The Contractor will provide a comprehensive State Staff Training Program for each functional component of the new system to include sufficient information for an employee to perform task(s) and/or assigned job duties accurately.

(2) Skills Assessment

The Contractor will assess the functional staff / user groups who will be trained and their level(s) of expertise in using web-based applications.

(3) Required Training Components

The training program will include employee proficiency testing, quality control reviews, and where necessary, employee re-training. The Contractor's training program will address all required training based on an approved DIDS training program for all new subsystems, functional components (systems and operations), interfaces, procedures, etc.

(4) Amount of Training

The State expects the contractor to deliver, at a minimum, 6 to 8 hours of training per person identified.

(5) Software / tools to Access Training

The Contractor's comprehensive training program will address any special software and/or tools needed to enter and / or access data and any installed standard desktop application and / or software.

(6) Training Population

All current DIDS Staff identified will receive initial training on the new system by the Contractor's Training Staff. The Contractor will deliver training and make training materials available to the following entities.

(7) Training Population

All current DIDS Staff identified will receive initial training on the new system by the Contractor's Training Staff. The Contractor will deliver training and make training materials available to the following entities. DIDS Trainers will provide instruction on the system to the Provider population.

- (a) DIDS Executive Staff
- (b) DIDS Trainers
- (c) DIDS Business Analysts
- (d) DRMS Developers / Technical Support

(8) Training Material Tailored to Job Function

When the State identifies training users, the Contractor will ensure the training material addresses the specific job functions and skill levels of the persons to be trained. Training needs identified by the State, as a result of changes in how a person would access the system, navigate or view data within this system, and / or develop and / or generate reports from the Data Warehouse, may be provided at the State's Central Office in a hands-on training session / workshop, remotely, CBT, or other means as approved by DIDS.

(9) Business User Training

The Contractor will perform training for users who will use the system to perform daily job functions. A business user is a State employee or an employee of an agency

who has access to the system by the State. The training curricula and materials will cover, at a minimum, the following topics:

(a) System Overview

The System Overview includes system benefits; data inputs, data outputs, and reports produced; major system business functions; and User Manual contents and usage.

(b) System Usage

System Usage includes entering data and data validation; data correction and user help features; menu and system function navigation; system security functionality; problem recovery; report contents, report generation; search and inquiry features; and record update procedures.

(c) System Operation

System Operation includes seeking technical help (application and equipment assistance); all course instructor and students' classroom materials (e.g. manuals, handouts, etc.).

(10) Technical Staff Training

The Contractor will work with the State to train the State's technical team that may provide desk side support and data administration / data warehouse activities as necessary.

(a) Training Assessment by Technical User Role

The State will identify technical staff that the Contractor is responsible for training. The Contractor will assess the training needs of the State's business analysts, systems analysts, database administrators, developers, and operations specialists.

(b) Technical Training Content

The Contractor will train the State's technical staff on how to recognize and troubleshoot system errors / other problems that users may experience with the new System. Other technical training content will include an understanding of the technical environment of the system, processes and procedures that will provide the State technical staff with the knowledge to understand how the system functions, information on how to perform security and other appropriate administrative tasks, and help desk triage procedures.

c. Training Plan Content

The Contractor will provide a training plan and training materials to DIDS for review and approval prior to delivery of the training session / workshop. The training plan will address at a minimum:

- (1) The training need related to the specific system module;
- (2) Ease of access by trainees to training;
- (3) Training site locations and schedule;

- (4) Use of facilitated hands-on training sessions specific to the job function and experience level of persons requesting to be trained;
- (5) Deployment of Computer Based Training (CBT) modules that address specific job functions and experience level of persons requesting to be trained;
- (6) Methodology on use of self-paced independent online training;
- (7) Methodology on use of learning experience packages;
- (8) Methodology for proficiency testing of trainees in facilitated hands-on and CBT sessions;
- (9) Availability of reinforcement training;
- (10) Methodology for evaluation of training effectiveness;
- (11) Format of any training materials;
- (12) Process for maintaining or updating training materials based upon feedback; and,
- (13) Business policies and / or procedures including HIPAA security policies and procedures, supported by the training module

d. Training Material Review and Approval

The Contractor will provide training material that ensures a comprehensive initial and ongoing training program to all State and Non-State staff identified by DIDS, Contractor Staff, and Providers. The Contractor will develop training materials that correlate to DIDS users' procedures and / or work instructions and are easily accessible as a reference. All training material created by the Contractor must be delivered to the State for review and approval. The Contractor will create training material in a format easily maintained and edited by the State (i.e. Microsoft Word, PowerPoint, etc). Prior to submitting the final training materials to the State for review and approval, the Contractor will include the following:

- (1) Course Name, Description, Objective
- (2) Instructor / Trainer guides
- (3) Complete learning experience package and medium (i.e. self-paced online training, CBT module(s), trainee manual / workbook and presentation, etc.)
- (4) Proficiency testing tools; and
- (5) Course / Trainer Evaluation tools

e. Training Material Comprehension

The Contractor will ensure that the training material is well written and organized so that users not trained in data processing or information systems can:

- (1) Learn from reading and comprehending the information presented;
- (2) Easily access and navigate the online training screens;
- (3) Easily read and understand reports; and

(4) Perform other user functions smoothly.

f. Training Material Versioning

The Contractor will maintain all training materials to reflect the latest version and will incorporate all DIDS approved changes resulting from use during User Acceptance Testing and implementation, change management events, evaluations, audits, and continuous improvement management. The Contractor's Training Coordinator will communicate the availability of the updated version to the State within ten (10) business days of the receipt of the identified change(s) or sooner if there's a scheduled training session / workshop that will be impacted.

g. Training Schedule

In the Training Plan, the Contractor will schedule training sessions per the system implementation schedule and the Integrated Master Schedule. The Contractor will prepare a "just-in-time" training schedule for all training classes. The State is responsible for identifying training locations and providing training facilities for training conducted by the Contractor for State staff.

h. Training Preparation

Contractor will ensure that all procedures, training environment hardware and software configurations, classroom setup requirements, etc. reflect the most current information for State training.

i. Training Methods

In the Training Plan, the Contractor will use multiple methods of training, including, but not limited to, web training, online help, instructor led classroom training, computer-based training (CBT), and video training.

j. Hands-On Training

For hands-on training, the Contractor will maintain documentation regarding the training course name, trainer's name, date of the training, location / facility of the training, the State identified training invitees, persons participating in the training, persons completing or not completing training, and proficiency test results for each trainee.

k. Non-Hands-On Training

For training provided using a training medium other than hands-on (i.e. CBT, teleconferencing, internet meeting / conference, etc.), the Contractor will maintain documentation regarding the training course name, training medium / trainer's name, date of the training, the State's identified training invitees, persons participating in the training, persons completing or not completing training, and proficiency test results for each trainee.

l. Training Facilities

The State will provide all training facilities needed for training. DIDS will approve in writing all training and / or workshop locations and medium that may occur at / via DIDS Central Office, that includes at a minimum the following:

- (1) Teleconferencing
- (2) Internet meeting / conference
- (3) Computer-based training; and / or

- (4) Other locations / mediums as approved by DIDS

m. Computer-Based Training (CBT)

(1) Overview of CBT

The Contractor will develop and support a computer-based training application for use by various users as a training application, tutorial, or reinforcement training. The CBT application will be accessible via a secured internet log-on environment, twenty-four (24) hours per day, three hundred sixty-five (365) days per year unless the state-approved system maintenance periods deem it necessary for the CBT application to be unavailable. When necessary, the Contractor will produce and distribute the CBT module(s) via DVD / CD-ROM discs.

(2) CBT Tools

The Contractor must provide CBT tools that can be administered using the State's training tracking product. The development of the Computer Based courses must use a Sharable Content Object Reference Model (SCORM) compliant authoring tool.

(3) CBT Modules

The Contractor will ensure the CBT application and modules are consistent with the Contractor's training modules / material used by trainers in the hands-on facilitated training sessions / workshops. The CBT modules will incorporate training cases for users to learn or enhance hands-on practice of skills, information processing, and system information dissemination.

(4) Electronic Proficiency Test

In order to measure and monitor each of the CBT module(s) training effectiveness, the Contractor will ensure that each CBT module includes an electronic proficiency test that requires each user to answer all questions correctly prior to recording a "course complete" status. For incorrect answers, the proficiency test will provide the trainee information on where reinforcement information is available in a different CBT training module, or other reference document / source. The State will maintain specific course tracking for each State employee trained using the State's training tracking product.

A.10. Administrative and Coordinating Activities

a. Written Change Orders

A Written Change Order is a modification specifically required by new or amended Federal or State laws, regulations, and other required business changes as determined by DIDS.

(1) Requested Changes within the General Scope

The State may, at any time during the contract period and with written notice to the Contractor, request changes to work products, proprietary products, or any other deliverables, changes of third-party products or other items within the general scope of the Contract. Requested changes will only apply to items within the original scope document. However, the State will not consider any corrections of system deficiencies relating to requirements outlined in the contract and any investigations necessary to determine the source of the problem.

(2) Change Order Specification

The State specifies in the written Change Order whether the change made is on a certain date or placed into effect only after approval of the Contractor cost statement as described in the following paragraph:

(3) Contractor Impact Statement

i. Impact on Deliverables and Schedule

As soon as possible after receipt of a written Change Order, but in no event more than fifteen (15) calendar days thereafter, the Contractor will provide the State with a written statement regarding the impact of the change requested. The impact statement will state whether the change has no impact on existing deliverables and project schedule, or that the change has impact on deliverables and the project schedule including the impact degree and deliverables impacted.

ii. Impact on Cost

The Contractor will include in the written statement whether the change has no cost impact on the Project, or that there is a cost impact, in which case the statement will include a description of the cost increase or decrease involved in implementing the change. The cost or credit to the State resulting in a change in the work will specify the total cost based on the number of staff-hours required to complete the change, times the corresponding hourly rate.

b. Consulting Services Required to meet Written Change Orders

(1) Types of Services to be Provided

The State may request in a written Change Order, at its sole discretion, Consulting Services to perform additional work related to the enhancement or modification of the system. The types of services provided may include on-site technical support, project management, software analysis, data / database administration, design, construction, testing, implementation, and training.

(2) Categories of Skills Required

i. Project Manager

Four or more years of project management experience, with experience as a Project Manager of projects employing technology similar to that used in the new system. The State prefers a certified Project Management Professional (PMP).

ii. Technical Architect

The Type of Technical / Component Architect will depend upon the development platform. Four or more years of experience designing distributive applications and specifically defining and designing component architecture features including architecting and designing (Java 2 Enterprise Edition, Visual Basic / .Net) compliant applications.

iii. Data Administrator / Database Administrator

The Data Administrator / Database Administrator must have two or more years of experience designing database systems, monitoring database systems performance and performing daily maintenance, tracking and documentation of production database systems including creating and

scheduling database specific jobs and determining necessary actions to recover from problems or failures.

iv. Trainer

The Trainer must have two or more years of experience conducting training and personal development classes, identifying training needs and developing and organizing training materials.

v. Lead JAVA / .NET Developer

The Type of Developer will depend upon the development platform. Four years (Java, Visual Basic / .Net) experience developing components and (JSP, ASP) applets. Must have one year of experience leading a team of (Java, .Net) developers.

vi. Certified JAVA / .NET Developer

The Type of Certified Developer will depend upon the development platform. Certified developer who is already familiar with the basic structure and syntax of the (Java, .Net) programming language, who has demonstrated advanced proficiency in developing complex, production-level applications using the (Java 2 Standard Edition, .Net) platform.

vii. Non-Certified JAVA / .NET Developer

The Type of Non-Certified Developer will depend upon the development platform. Two years experience programming, demonstrating proficiency in the fundamentals of programming using the (Java 2 Standard Edition, Visual Basic / .Net) environment.

viii. Test Manager

Four or more years experience as a Test Manager with relevant experience in similar systems. The Test Manager should have experience using state standard testing tools.

ix. Business Analyst

Four years experience as a business analyst with relevant experience in similar systems. The BA should have experience documenting business requirements. The BA must have good interviewing and presentation skills.

c. Software Procurement

(1) State Standard Software

The State shall procure and license all State standard software for use in the new system.

(2) Non-State Standard Software

All non-State standard software that is proposed by the Contractor for use in and accepted and subsequently approved by the State shall be procured by the Contractor, including initial cost of the software, upgrade fees, and annual maintenance fees that are incurred through the contract end date. The Contractor will provide to the State proof of payment before installation on all software procured on behalf of the State. The proof of payment must define the software procured and the

scope of the purchase (enterprise, server based, licenses, etc.). The Contractor will submit proof of payment to the State for annual maintenance and upgrade fees paid for the software. This proof of payment is required to ensure that all software used by the State is fully compliant with software usage requirements of the manufacturer.

d. Contractor Work Space, Connectivity, Supplies, and Equipment

(1) Work Space and Connectivity

The State will provide workspace and connectivity for the Contractor's Key Personnel and other staff designated by the State to be onsite. The State does not envision providing workspace for all Contractor staff.

(2) Supplies and Equipment

The Contractor will provide supplies and equipment for Contractor staff that meets minimum State platform requirements for workstations. The Contractor will ensure workstation and laptop devices connected to the State's network are current with OS patches and Antivirus software. The Contractor will provide office automation software for Contractor staff that complies with minimum State platform requirements.

(3) State Standard Software

The State will provide all State-approved State-Standard Specialized Development / Operational Software, Add-ons, Plug-Ins, and Components to Plug-Ins.

e. HIPAA, Confidentiality Agreements, and Acceptable Use Policy

The Contractor, State-approved subcontractors, and their employees may be required to sign HIPAA Business Associate Agreements, State agency confidentiality agreements, and / or State Acceptable Use Policy agreements, in addition to complying with the confidentiality requirements stated herein.

A.11. Post-Implementation Services

a. System Hosting

- (1) The Contractor will host the system for the term of the contract per the provisions at A.7 (System / Data Hosting). The State will provide Quarterly System Support / User License fees as provided at C.3.c.
- (2) Since implementation will use a phased approach, the State's obligation to pay the Contractor for the Base License System Support shall begin on the first day of the Implementation to Production Phase for only those State staff that requires access to the system at that time. The State will purchase additional Base License System Support as additional users are added that require system access.
- (3) The Contractor will provide operational support of the system for the term of the contract.
- (4) The Contractor will work with State information systems staff to coordinate and monitor all aspects of on-line production processing.
- (5) The Contractor will monitor and manage on-line system response time.
- (6) The Contractor will inform appropriate State information systems staff daily, through electronic mail, of the status of the system, on-line availability, and the results of on-line processing.

- (7) The Contractor will participate in a yearly disaster recovery exercise.
- (8) The Contractor will provide operations support during daytime business hours (Monday thru Friday, 7:00 a.m. – 4:59 p.m. Central Time).
- (9) The Contractor will provide issue resolution support seven (7) days a week, twenty-four (24) hours a day.

b. Software Support and Maintenance

(1) General

The Contractor will support and maintain any components of the solution provided or configured by the Contractor, and any products or services resulting from change orders and enhancements produced or provided by the Contractor to the State. The Contractor will maintain software in compliance in all material respects with the terms of the Contract or the change order or enhancement request. The Contractor will ensure that these products or services will be free from material errors, defects, deficiencies or deviations. The Contractor will also ensure that the products or services will perform in such a manner as the Contract, change order or enhancement request require, so that the intended function of the products or services is accomplished in all material respects as intended by the Contract, the change order or enhancement request, and is otherwise consistent with industry standards.

(2) Software Support and Maintenance Coverage

- i. Software support and maintenance encompasses any errors, defects, deficiencies, realized or discovered application security vulnerabilities or deviations discovered in any products or services, and errors created in State data caused by such error, defect, deficiency or deviation.
- ii. Software support requires the correction by the Contractor of all products or services containing any errors, defects, deficiencies or deviations, correction of errors in State data caused by such, and any necessary modifications or revisions to products or services. Examples include:
 - the design, coding, and operation of the system's software to perform any function required by the Contract, whether occurring in the original contract or whether resulting from a change order or enhancement requested by the State, or
 - the procurement of any amendment to the Contract, in any interfaces created, and in any training manuals and all system documentation provided by the Contractor.
- iii. Any corrections of deficiencies relating to the Contract Scope of Services requirements or deliverables and any investigation necessary to determine the source of such deficiencies shall be completed by the Contractor at no additional cost to the State other than through Base Licensure fees.
 - Correct any function or feature that does not conform to the specifications of the RFP, the proposal submitted by the Contractor, or other standards referred to in the RFP.
 - Be responsible for correcting any performance that does not meet the standards of the RFP or any design / scalability criteria by correcting the solution or by modifying the system at no additional cost to the State.

- Provide new versions of the software to keep the State abreast of the Contractor's current software product. The Contractor will provide complete documentation of all system enhancements, upgrades, or revisions with new releases of software. Documentation must describe, in a user-friendly manner, what the user needs to know to understand each level on which the software operates. The documentation must specifically include documentation of the database, including data entity and attribute definitions, table and field names, data types, data sizes, business rules, and Entity-Relationship Diagrams that depict all relationships between tables and fields in the database using industry and State standards.

(3) Time Frames

- i. The Contractor must promptly, at the direction of, and within the time specified by, the State, correct any errors, defects, deficiencies or deviations from specifications and all the application system errors and performance or operational delays.
- ii. The Contractor shall provide emergency maintenance services to correct code problems or any performance or operational problems related to the design or coding of the system software, its functioning or interfaces on a twenty-four (24) hour, seven (7) days a week basis.
- iii. The Contractor shall replace, revise, repair or correct products and services within twenty-one (21) calendar days of written notification by the State of the errors, defects, deficiencies or deviations. However if the continued use of a defective or deficient product or service would cause damage to the State's system(s) or associated data, or would otherwise seriously impair, as determined by the State, the ability of users of the system(s) to do their jobs or the functions for which the system was established, then the Contractor shall act to repair the deficiencies immediately, unless an extension is otherwise granted in writing by the State.
- iv. The State has the sole discretion in determining if errors, defects, deficiencies or deviations have been resolved.

(4) Resources Required

The Contractor shall apply all necessary resources to correct the errors, defects, deficiencies or deviations without cost or expense to the State, and shall make these corrections within the period specified by the State.

(5) Contact for Services

- i. The Contractor will be the initial contact point for all service notifications and support requests, regardless of the perceived source of the problem.
- ii. The Contractor may elect to have telephone or on-site repair or support services performed by subcontracted personnel; however, if this is the case, the Contractor shall be responsible for coordinating the effort so that the use of any third-party support is transparent to the State and so that the State shall not have to deal directly with the sub-contractor.
- iii. The State reserves the right to approve Subcontractors for support services. The State will approve such Subcontractors in writing.

(6) Problems Not Caused by Contractor Fault

- i. If Contractor personnel determine that the problem is not the fault of the Contractor-provided software or hardware, then the Contractor shall notify State support personnel immediately.
- ii. If the State agrees the problem is due to software or hardware provided by the State, then the State shall resolve the problem. However, in this case, if requested by the State, Contractor personnel shall remain on-site and / or dedicated to the problem to perform any required joint functions until the problem is resolved, and the State shall compensate the Contractor, at the rates contained in Contract Section C.3, only for the time the Contractor has to remain on site.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on January 1, 2010 and ending on December 31, 2014. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

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

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

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

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

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

Service Description	Phase Deliverables	Payment %	Amount (per approved deliverable)
Project Mobilization Phase Deliverables Phase Total = \$00.00 (15% of the total cost)	Staffing Plan	5%	\$00.00
	Communication Management Plan	10%	\$00.00
	Quality Management Plan	10%	\$00.00

Service Description	Phase Deliverables	Payment %	Amount (per approved deliverable)
proposed in Schedule A of the Cost Proposal) This Phase Total amount will then be further divided among the deliverables for the Project Mobilization Phase as outlined in Contract Section A.6.b.	Risk Management Plan	10%	\$00.00
	Issue & Action Item Management Plan	10%	\$00.00
	Configuration Management Plan	10%	\$00.00
	Integrated Master Schedule	15%	\$00.00
	Requirements Traceability Matrix / Validate Requirements	25%	\$00.00
	Conduct Project Management	5%	\$00.00
Design Phase Deliverables Phase Total = \$00.00 (20% of the total cost proposed in Schedule A of the Cost Proposal) This Phase Total amount will then be further divided among the deliverables for the Design Phase as outlined in Contract Section A.6.c.	Fit-Gap Analysis Report	10%	\$00.00
	Capacity Analysis & Evaluation Plan	10%	\$00.00
	Detailed Security Plan	10%	\$00.00
	Test Management Plan	10%	\$00.00
	Implementation Plan	10%	\$00.00
	Data Conversion Plan	10%	\$00.00
	Training Plan	10%	\$00.00
	Detailed Design Document	15%	\$00.00
	Update the Project Management Plan	5%	\$00.00
	Update Previous Phase Deliverables	5%	\$00.00
	Conduct Project Management Activities	5%	\$00.00
Construction Phase Deliverables Phase Total = \$00.00 (20% of the total cost proposed in Schedule A of the Cost Proposal) This Phase Total amount will then be further divided among the deliverables for the Construction Phase as outlined in Contract Section A.6.d.	Backup and Recovery Plan	10%	\$00.00
	Disaster Recovery Plan	10%	\$00.00
	User Manual & Quick Reference Guide	10%	\$00.00
	Install and Setup Environments	1%	\$00.00
	Create Program Code, compile and Refine Modules	2%	\$00.00
	Create and Test Databases	2%	\$00.00
	Perform Initial Data Conversion	10%	\$00.00
	Conduct System & Interface Testing	10%	\$00.00
	Acceptance Test Plan	15%	\$00.00
	Conduct UAT Team Training	15%	\$00.00

Service Description	Phase Deliverables	Payment %	Amount (per approved deliverable)
	Update the Project Management Plan	5%	\$00.00
	Update Previous Phase Deliverables	5%	\$00.00
	Conduct Project Management	5%	\$00.00
Acceptance Test Phase Deliverables Phase Total = \$00.00 (20% of the total cost proposed in Schedule A of the Cost Proposal) This Phase total amount will then be further divided among the deliverables for the Acceptance Test Phase as outlined in Contract Sections A.6.e.	Execute the Acceptance Test Plan	25%	\$00.00
	Test Analysis Reports	20%	\$00.00
	Interim Capacity Analysis/Eval Report	10%	\$00.00
	Perform Problem Resolution	5%	\$00.00
	Perform Regression Testing	5%	\$00.00
	Backup and Recovery Test	10%	\$00.00
	Certification of UAT Completion	10%	\$00.00
	Update the Project Management Plan	5%	\$00.00
	Update Previous Phase Deliverables	5%	\$00.00
	Conduct Project Management	5%	\$00.00
Implementation Phase Deliverables Phase Total = \$00.00 (25% of the total cost proposed in Schedule A of the Cost Proposal) *This Phase Total amount will then be further divided among the deliverables for the Implementation Phase as outlined in Contract Sections A.6.f.	Complete Statewide Training	15%	\$00.00
	Complete Final Data Conversion	15%	\$00.00
	Initiate Help Desk Support	15%	\$00.00
	Execute and Complete the Implementation Plan	20%	\$00.00
	Final Capacity Analysis and Evaluation Test and Report	10%	\$00.00
	Final Implementation Report	10%	\$00.00
	Update the Project Management Plan	5%	\$00.00
	Update Previous Phase Deliverables	5%	\$00.00
	Conduct Project Management	5%	\$00.00

- * The “end of the Implementation Phase” shall be construed to mean the point at which the State accepts, in writing, the Implementation Phase.

- c. Incentive. If the Contractor obtains written State approval of Certification of Implementation that meets the preferred 12-month timeframe described in Contract Section A.2., according to Contract Section A.6.a.(1) the Contractor shall be compensated an additional incentive amount per the following payment rate:

Service Description	Amount
Written State approval of the Certification of Implementation obtained within twelve (12) months of the Contract Start Date (described in Contract Section A.6.a.(1)). The Incentive Amount shall equal Ten Percent (10%) of the Total cost of all Phases as stated in C.3.b.	\$ NUMBER

- d. Other Required Services Payment Methodology. The Contractor shall be compensated for Other Required Services, as applicable to the Contractor's software solution, based upon the following amounts. The Contractor's compensation shall be contingent upon the satisfactory completion of each of the specified services.

Service Description	Amount (per compensable increment)				
	01/01/10- 12/31/10	01/01/11- 12/31/11	01/01/12- 12/31/12	01/01/13- 12/31/13	01/01/14- 12/31/14
<u>Base License System Support</u>	\$[AMOUNT] per Quarter	\$[AMOUNT] per Quarter	\$[AMOUNT] per Quarter	\$[AMOUNT] per Quarter	\$[AMOUNT] per Quarter
<u>Third Party Software System Support Cost</u> (non-State Standard software with an exclusion). The State shall make any payments required for 3 rd party software directly to the Contractor, not to the 3 rd party vendor.	\$[AMOUNT] per Quarter	\$[AMOUNT] per Quarter	\$[AMOUNT] per Quarter	\$[AMOUNT] per Quarter	\$[AMOUNT] per Quarter
<u>Additional Users Initial Licensure.</u> Each additional block of users (10 user licenses); one-time, non-recurring cost.	\$[AMOUNT] per Block of 10 users	\$[AMOUNT] per Block of 10 users	\$[AMOUNT] per Block of 10 users	\$[AMOUNT] per Block of 10 users	\$[AMOUNT] per Block of 10 users
<u>Additional Users System Support</u> for each additional block of users (10 user licenses); Quarterly Rate in effect during the Year in question.	\$[AMOUNT] per Block of 10 users	\$[AMOUNT] per Block of 10 users	\$[AMOUNT] per Block of 10 users	\$[AMOUNT] per Block of 10 users	\$[AMOUNT] per Block of 10 users

- i. Invoices for Base License System Support, Third-Party Software Support, and Additional Users System Support shall be submitted quarterly, at the end of the quarter in which the services were provided.
- ii. For purposes of deciding which quarterly rate is in effect at the time the Contractor first begins to bill the State for quarterly services, Year 1 shall begin on the Contract Effective Date defined in Contract Section B.1 and shall run for one (1) year. Subsequent years begin on the anniversary of the Year 1 begin date. The State shall compensate the Contractor at the rate for the Contract Year and Quarter in which the service period falls.
- iii. The Contractor shall invoice the State for Additional Users Initial Licensure at the time the Contractor provides, and of which the State confirms receipt in writing,

access for each additional block of users. The Contractor shall submit such invoices no more often than monthly.

- iv. The State's obligation to pay the Contractor for the Base License System Support shall begin on the first day of the Implementation Phase, defined as beginning on the first day following the State's signed approval of the Acceptance Test Phase. Initial Base License System Support will be only for State Implementation Team members requiring access to the system. The State will procure additional Base License System Support at the time when additional licenses are procured for users of the system.
- v. Since Base License System Support does not begin until the Implementation Phase has begun, there may be an offset between the Quarters, or three-month periods, of the Contract year and the first Base License System Support period. This means that the billing cycle for the first Base License System Support period may not match Contract year Quarter boundaries, and therefore there may be a partial quarter of Base License System Support at the beginning of the Implementation Phase. In this event, the Contractor agrees to pro-rate the first Base License System Support invoice to accommodate the partial quarter.
- vi. In the event that any quarter of support is shortened, as in the case of the first period described above; or as a result of early contract termination, then the Contractor shall prorate the quarterly Amount to adjust for the shorter quarter, and the State shall pay only this prorated amount.
- vii. The Contractor shall include charges for Additional Users System Support as a part of its quarterly Base License System Support invoices. The Contractor shall itemize the charge for each additional block of user licenses separately, and include, for each block, the date when the Additional Users System Support became effective. The Contractor shall prorate the charge for any additional blocks of quarterly Additional Users System Support that was not in effect for the entire quarter, and the State shall pay only for the portion of that quarter during which the license in question was in effect.
- viii. If there is a problem with the system and Contractor personnel finds that the problem is not the fault of the contractor-provided software or hardware, then the Contractor shall notify State support personnel immediately. If the State agrees the problem is due to software or hardware provided by the State, then the State shall resolve the problem. The State may request the Contractor personnel to remain on site and/or perform any required joint functions until the problem is resolved, and the State shall compensate the Contractor at the rate contained in Contract Section C.3. only for the time the contractor has to remain on site.
- e. Consulting Services Rates. Pursuant to Contract Section A.10, the State may request, at its sole discretion, Consulting Services to perform additional work related to the enhancement or modification of the system. Remuneration for any such Consulting Services shall be based on the applicable contingent, payment rate(s) detailed below and as approved by the State.

Service Description	Amount (per compensable increment)				
	01/01/10- 12/31/10	01/01/11- 12/31/11	01/01/12- 12/31/12	01/01/13- 12/31/13	01/01/14- 12/31/14

Project Manager	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)
Technical Architect	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)
Data Administrator / Database Administrator	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)
Trainer	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)
Lead JAVA / .NET Developer	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)
Certified JAVA / .NET Developer	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)
Non-Certified JAVA / .NET Developer	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)
Test Manager	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)
Business Analyst	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)	\$(HOURLY RATE)

- i. Compensation to the Contractor for such Consulting Services as agreed upon by the State and the Contractor shall not exceed [FIFTEEN PERCENT (15 %) OF THE TOTAL OF ALL OTHER COSTS EXPRESSED IN THIS CONTRACT] during the period of the Contract. If, at any point during the Contract term, the State determines that spending for such approved Consulting Services would exceed said maximum amount, the State will execute an amendment to address the need.
 - ii. The Contractor shall not be compensated for travel TIME to the primary location of the Service Provision.
- f. The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.
 - a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Kristi Syling, Assistant Commissioner of Technology

Department of Finance and Administration
Division of Intellectual Disabilities Services
500 Deaderick Street, Suite 1500
Nashville, Tennessee 37243

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
- (1) Invoice/Reference Number (assigned by the Contractor);
 - (2) Invoice Date;
 - (3) Invoice Period (period to which all invoiced charges are applicable);
 - (4) Contract Number (assigned by the State to this Contract);
 - (5) Account Name: Department of Finance and Administration, Division of Intellectual Disabilities Services;
 - (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
 - (7) Contractor Name;
 - (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
 - (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
 - (10) Contractor Remittance Address;
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
 - iv. Amount Due by Service; and
 - v. Total Amount Due for the invoice period.
- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of

audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request,

show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 2, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made

by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Kristi Syling, Assistant Commissioner of Technology
Department of Finance and Administration
Division of Intellectual Disabilities Services
Clover Bottom Development Center (CBDC) – Pine Cottage
275 Stewarts Ferry Pike
Nashville, Tennessee 37214
kristi.syling@ tn.gov
Telephone # 615-973-0121
FAX # 615-391-9841

The Contractor:

NAME & TITLE OF CONTRACTOR CONTACT PERSON
CONTRACTOR NAME
ADDRESS
EMAIL ADDRESS
Telephone # NUMBER
FAX # NUMBER

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
- b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
- c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

E.6. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

- a. The Contractor shall maintain, at minimum, the following insurance coverage:

Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.7. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

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

inactions of agents of the State or third parties.

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

E.8. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

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

E.9. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.

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

E.10. Ownership of Software and Work Products.

- a. Definitions.

- (1) "Contractor-Owned Software," which shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
- (2) "Custom-Developed Application Software," which shall mean customized application software developed by Contractor solely for State.
- (3) "Rights Transfer Application Software," which shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
- (4) "Third-Party Software," which shall mean software not owned by the State or the Contractor.
- (5) "Work Product," which shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the system solution includes Rights Transfer Application Software, the definition of Work Product shall also include such software.

b. Rights and Title to the Software

- (1) All rights, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted herein.
- (2) All rights, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer and/or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties, and Contractor shall cooperate fully in the foregoing endeavors.
- (3) All rights, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted thereby.

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

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

E.11. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

a. The Contract document and its attachments

- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.12. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-34401-00105 (Attachment 6.2, Section B, B.15.) and resulting in this Contract.

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

- E.13. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

- E.14. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.15. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:
- failure to perform in accordance with any term or provision of the Contract;
 - partial performance of any term or provision of the Contract;
 - any act prohibited or restricted by the Contract, or
 - violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in above referenced, Attachment 3 and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

- (4) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as

Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

- b. **State Breach**— In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of Contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.
- E.16. **Partial Takeover**. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.17. **Unencumbered Personnel**. All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons for performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorneys fees, caused by attempts to enforce such provisions.
- E.18. **Limitation of Liability**. The parties agree that the Contractor's liability under this Contract shall be limited to an amount equal to Two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this section limit the liability of the Contractor for intentional torts, criminal acts, or fraudulent conduct.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF INTELLECTUAL DISABILITIES SERVICES:

M. D. GOETZ, JR, COMMISSIONER

DATE

GLOSSARY OF TERMS

Action Plan

The portion of the ISP that outlines actions and outcomes that must be accomplished to meet the person's individual needs.

Additional Activity/Contact Sheet

A form used to record support coordination/case management face-to-face visits, home visits, provider onsite visits, meetings, telephone contacts, e-mail correspondence, and written correspondence or fax transmittals beyond the routine contacts that are conducted.

Administrative Law Judge

A hearing officer who presides over appeal conflicts between providers of services or beneficiaries and Medicaid contractors.

Administrative Services Staff

Staff responsible for performing functions necessary to operate and maintain a service business.

Adult Dental Services (Statewide Waiver)

Adult Dental Services shall mean accepted dental procedures which are provided to adult enrollees (i.e., age 21 years or older) as specified in the plan of care and for which there is no coverage for adults through the Medicaid State Plan/TennCare program. Adult Dental Services may include fillings, root canals, extractions, the provision of dentures, and other dental treatments to relieve pain and infection. Anesthesia services provided in the dentist's office and billed by the dentist shall be included within the definition of Adult Dental Services. Adult Dental Services shall not include hospital outpatient or inpatient facility services or related anesthesiology, radiology, pathology, or other medical services in such setting. Adult Dental Services shall exclude orthodontic services. All services are specifically outlined in the Statewide Waiver application.

Advanced Directives

A written statement such as a living will, a durable power of attorney for health care, or a do not resuscitate order related to the provision of health care when the individual is incapacitated.

Adverse Action

Includes, but is not limited to, delay, denial, reduction, suspension or termination of benefits, as well as, any other acts or omissions which impairs the quality, timeliness or availability of such benefits.

Advocacy Organization

An organization with trained staff who work with individuals and/or families to promote services and supports typically related to a central cause or condition. Advocacy organizations providing services for people with intellectual disabilities ensure that the individual and/or family can effectively express his/her preferences, understand available services and supports and that individual rights are protected.

Advocate

A person, whose primary focus is on another person's wants and needs, protects the person's rights, power and authority and supports the person to gain competency, self-determination and respect.

Agency

An administrative structure and the persons within that structural entity defined by law, charter, license, contract or agreement that may be delivering services to persons with intellectual disabilities and developmental disabilities.

Agency System

An existing application system at a State agency that will require, on a temporary or permanent basis, to exchange data with the proposed system.

Allotment Code

The five-digit number used to designate a program or programs for budgeting and accounting purposes

American Occupational Therapy Association (AOTA)

AOTA is the nationally recognized professional association of approximately 35,000 occupational therapists, occupational therapy assistants, and students of occupational therapy. www.aota.org

American Physical Therapy Association (APTA)

APTA is a national professional organization representing more than 63,000 members. Its goal is to foster advancements in physical therapy practice, research and education. www.apta.org

Association of Retarded Citizens (ARC)

The Arc is the national organization of and for people with intellectual disabilities and related developmental disabilities and their families. It is devoted to promoting and improving supports and services for people with intellectual disabilities and their families. The association also fosters research and education regarding the prevention of intellectual disabilities in infants and young children. www.thearc.org

Americans with Disabilities Act (ADA)

A law enacted in 1990 that established a comprehensive national mandate for the elimination of discrimination on the basis of disability in employment, state and local government, public accommodations, commercial facilities, transportation and telecommunications.

Ancillary Services

Services that pertain specifically to dental, vision, and mental health and include intermittent services such as environmental modifications and supplies. Services are specifically outlined in the Waiver application documents.

Annual ISP Review and Update Preparation Form

A form used to document the ISP pre-planning and planning activities.

Annual Recertification

The process approved by the Bureau of TennCare by which the enrollee's physician or a QMRP assesses the medical necessity of continuation of waiver services and certifies in writing that the enrollee continues to require waiver services.

Annual Re-evaluation of Level of Care Form

The form approved by the Bureau of TennCare to be used by a physician or QMRP to document a person's continued need for waiver services.

Arlington Remedial Order

Order entered on September 6, 1994, in the matter United States of America v. State of Tennessee, et.al. (Arlington), U.S. District Court, WD Tenn. No. 92-2062-D/A, establishing requirements for the provision of services to current, future, and certain former residents of Arlington Developmental Center. The Arlington Settlement Agreement in pending.

Arlington Waiver

The federally approved HCBS Medicaid Waiver Program for persons who meet the Tennessee Medicaid financial and medical eligibility criteria for care in an ICF/MR facility and who are class members certified in the matter United States of America v. State of Tennessee, et.al. (Arlington Developmental Center).

Assessments

Professional and/or clinical evaluations of persons receiving or waiting to receive state and federally funded DIDS services to determine the reason for a change in health status or failure of the person to make progress.

Audiologist

A person who practices audiology, or one holding oneself out to the public by any title or description of services incorporating the words "audiologist," "audiology," "audiological," "hearing center," "hearing clinic," "hearing clinician," "hearing therapist," or any similar titles or descriptions of service.

Background Checks

A law (TCA 33-2-1202) enacted in 1997 by the Tennessee Legislature requiring provider agencies to conduct criminal, work history and personal background checks on employees, contractors or volunteers whose job functions include direct contact with or responsibility for DIDS service recipients.

Behavior Analysis

The science of behavior change; the study of the functional relations between behavior and environmental events.

Behavior Analyst

A professional providing behavioral services independently who has been approved to provide services through DIDS and the Bureau of TennCare and meets one of the following:

1. licensed in the State of Tennessee for the independent practice of psychology;
2. a qualified mental health professional licensed in the State of Tennessee with a scope practice that includes assessment, diagnosis and treatment of behavioral disorders;
3. certification by the Behavior Analyst Certification Board (BCBA) as a behavior analyst and demonstrated evidence of six (6) months experience in providing behavior services to persons with intellectual disabilities or developmental disabilities; or
4. a professional with a master's degree in behavior analysis, psychology, special education or related field with a minimum of twelve (12) hours of graduate level courses in behavior analysis. All applicants must demonstrate evidence of twelve (12) months experience in providing behavior services to persons with intellectual disabilities or developmental disabilities.

Behavior Services

Defined as:

1. Assessment and amelioration of enrollee behavior that presents a health or safety risk to the enrollee or others or that significantly interferes with home or community activities;
2. determination of the settings in which such behaviors occur and the events which precipitate the behaviors;
3. development, monitoring and revision of crisis prevention and behavior intervention strategies; or
4. training of caregivers who are responsible for direct care of the enrollee in the prevention and intervention strategies.

Behavior Specialist

A professional providing behavioral services under the clinical supervision of a DIDS approved behavior analyst, who has been approved to provide services through DIDS and the Bureau of TennCare and who meets the designation as:

1. a qualified intellectual disabilities professional (QMRP); or
2. certification by the Behavior Analyst Certification Board (BCBA) as an associate behavior analyst. All applicants must demonstrate evidence of twelve (12) months experience in providing behavior services to persons with intellectual disabilities or developmental disabilities.

Behavior Support Plan (BSP)

Planned behavioral interventions to reduce behavior that presents a health or safety risk to the individual or others or that significantly interferes with home or community activities and increases alternative replacement behaviors.

Behavioral Health Organization (BHO)

A type of managed care contractor approved by the Tennessee Department of Finance and Administration to deliver mental health and substance abuse services to TennCare enrollees under the TennCare Partners Program.

Behavioral Respite Services

Services that provide respite for an enrollee who is experiencing a behavioral crisis that necessitates removal from the current residential setting in order to resolve the behavioral crisis. Behavioral Respite Services are further defined with the Waiver Services in the Waiver application.

Best Practice Guidelines

Adopted practices or services that have been demonstrated to be effective and accountable.

Billing Calendar

A day by day summary account of the actual time to determine billable units of service for reimbursement.

Brown Settlement Agreement

Consent decree entered on June 17, 2004, in the matter Beth Ann Brown et.al. v. Tennessee Department of Finance and Administration, et.al., U. S. District Court, MD Tenn. No. 3:00-0665 (Judge Echols) establishing requirements for provision of services to Tennessee residents with intellectual disabilities eligible for Medicaid services under the ICF/MR program who have been placed by the DIDS on a waiting list for services.

Burden of Proof

The duty that falls on a party, usually the petitioner, of proving the contested allegations against a person in a court hearing.

Bureau of TennCare

The single state agency designated by Tennessee law to administer the State medical assistance program as provided for in Title XIX of the Social Security Act as amended (P.L. 89-97), or as provided by any federal waiver received by the State that waives any or all of the provisions of Title XIX.

Business Days

The official state government standard working days of Monday through Friday 8:00 a.m. through 4:30 p.m. Central Time, excluding official state holidays.

Business User

A State employee or an employee of an agency granted access to the system.

Calendar Days

Each twenty-four hour day of the week in each calendar month, including Saturdays, Sundays and state and federal holidays.

Caregiver

A paid or unpaid person who performs activities of daily living needs for persons with intellectual disabilities and developmental disabilities.

Case Manager

An individual who assists the enrollee or potential enrollee in gaining access to needed Waiver and other Medicaid State Plan services as well as other needed services regardless of the funding source; develops the initial interim Plan of Care and facilitates the development of the enrollee's Plan of Care, monitors the enrollee's budget, and authorizes alternative emergency back-up services for the enrollee if necessary.

Caseload Maximums

Refers to the maximum number of persons receiving DIDS services to which a support coordinator can be assigned to provide support coordination or case management services.

Caseloads

Refers to the total number of persons receiving DIDS services that a support coordinator has been assigned to provide support coordination or case management services to.

Category of Need

A waiting list category describing the immediacy of needs for individuals (i.e., crisis, urgent, active or deferred) who request services from the Division of Intellectual Disabilities Services.

Centers for Medicare and Medicaid Services (CMS) (formerly known as HCFA)

The agency within the United States Department of Health and Human Services that is responsible for administering Title XVIII, Title XIX and Title XXI of the Social Security Act.

Certification Date

The initial date or "approved from" date on the PAE application signed by a physician certifying an individual's medical necessity need of waiver services.

Certified Nursing Assistant (CNA)

A person who has successfully completed a nursing assistant training program and is registered with the Department of Health.

Certified Nursing Technician (CNT)

A person who has successfully completed a nursing technician training program and is registered with the Department of Health.

Circle of Support (COS)

A group of selected individuals who meet or otherwise share information on a regular basis to help the “focus person” accomplish personal life goals and become an active member in the community.

Circle of Support Membership

Individuals who have been chosen by the “focus person” and who have agreed to participate as members of the COS, whose roles are to assist the “focus person” in voicing ideas and opinions regarding the options for meeting needs that are discussed at the “focus person’s” ISP Planning Meeting.

Class Members

An individual meeting the requirements in the definition of the class in either People First of Tennessee, et.al. v. Clover Bottom Developmental Center, et.al., U.S. District Court, MD Tenn. No. 3:95-1227, consol. With No. 3:96-1056 (Judge Echols), United States of America v. State of Tennessee, et. al. (Arlington), U.S. District Court, WD Tenn. No. 92-2062-D/A, or Beth Ann Brown et.al. v. Tennessee Department of Finance and Administration, et.al., U.S. District Court, MD Tenn. No. 3:00-0665 (Judge Echols) so as to be entitled to the benefits provided pursuant to court order(s) in those lawsuits.

Clinical Diagnosis

Identification of a disease by history, physical examination, laboratory studies and radiological studies.

Clinical Service Contact Note

Please see Contact Note definition

Clinicians

Health care professionals with expertise in patient care rather than research or administration.

Clover Bottom Settlement Agreement

Consent Decree entered on July 3, 1997, in the matter People First of Tennessee, et.al... v. Clover Bottom Developmental Center, et.al., U.S. District Court, MD Tenn. No. 3:95-1227, consol. With No. 3:96-1056 (Judge Echols), establishing requirements for the provision of services to current and certain former residents of Clover Bottom Developmental Center, including Harold Jordan Center.

Communication Device

Any device with letters, pictures, or words that lets patients with impaired physical and verbal ability to express themselves.

Community Transition

Refers to when a person moves from one community residential provider to another.

Competency Based Training

Training courses completed by persons who demonstrate knowledge of the content offered during the training by passing a test or demonstrating the ability to perform a task.

Competent

An individual who has decision-making capability.

Comprehensive Individual Record

An individual record maintained by the primary provider that contains all inclusive information specific to the individual receiving services such as, an individual's ISP, supports and services currently receiving, medical records, etc.

Configuration

The process of tailoring the software or setting parameters to meet the needs of the State. Configuration does not include writing code, utilizing user exits, altering programs, or developing reports or queries.

Contingency

A possible future event or condition arising from presently known or unknown causes, the outcome of which is indeterminate at the present time.

Contract

The documentation of the total obligation which results from the agreement executed between the State and the Contractor (Section 6.1 et al)

Contractor

One who contracts to perform work or furnish materials in accordance with a contract.

Contractual Services

Furnished under a contract in which the nature and basis for charges and other pertinent contractual terms and conditions are defined.

Conservator

A person or persons appointed by the court to provide partial or full supervision, protection and assistance of the person or property or both of a disabled person age 18 and over.

Consumer Directed Supports

Services, equipment or supplies not otherwise available to the individual through the Medicaid State Plan or other community resources that address an identified need, including those that improve and maintain the individual's opportunities for full membership in the community.

Contact Notes

Written documentation of time in and time out provided by provider agencies or professional providers each time contact is made with the person receiving services for the purpose of providing a service or performing a related activity.

Contracted Professionals

Professional and/or licensed staff that is not employed by a provider, but provides services to service recipients in accordance with a written contract.

Core Training

Training that must be completed by persons working with any service recipient within thirty (30) days of employment.

Crisis Prevention Plan

Written instructions for direct care staff on prevention of a crisis using protective strategies and how staff should respond should a crisis occur.

Cross-Training

The training of selected community agency staff in the individualized needs of the individual transitioning from a Developmental Center to the community or from one community residential provider to another.

Customized Equipment

Refers to equipment constructed from diverse and usually standardized parts. Examples of customized equipment are: custom hand splints, custom positioning and seating equipment, custom communication systems, or modifications to standard equipment.

Damages

Compensation, usually in money, for injury to goods, persons, or property

Data

Recorded information, regardless of form or characteristic

Day Habilitation Facility

A non-residential facility, which offers a variety of habilitative activities to adults with intellectual disabilities. Such habilitative activities may range from training activities in independent living to vocational skills, depending on the needs of the service recipient being served. This includes adult developmental training, work activity, and scheduled workshop programs; but does not include job placement and supported employment programs.

Day Services (Community Based Day Services)

Day Services shall mean individualized services and supports that enable an enrollee to acquire, retain or improve skills necessary to reside in a community-based setting; to participate in community activities and utilize community resources; to acquire and maintain employment; and to participate in retirement activities. Community based day services enable the service recipient to participate in meaningful and productive activities in integrated settings with other community members who may or may not have disabilities. Therapeutic goals and objectives shall be required for enrollees receiving Day Services.

Debarment

A shutting out or exclusion for cause (as a bidder from the list of qualified bidders)

Default

Failure by a party under contract to comply with contractual requirements; vendor failure

Defect

A non-conformance of an item with specified requirements

Department of Children's Services (DCS)

The state agency responsible for administering Tennessee's Child Protective Services program.

Department of Education (DOE)

The lead state agency responsible for administering the Early Intervention Program and implementing the Individuals with Disabilities Act.

Department of Health (DOH)

The state agency responsible for licensing professional support providers who choose to participate as providers in the DIDS programs, including Physical and Occupational Therapists, Speech Language Pathologists, and Nurses.

Department of Human Services (DHS)

The state agency under contract with the Bureau of TennCare to determine eligibility for individuals applying for TennCare Medicaid, except for those determined to be eligible for SSI benefits by the Social Security Administration.

Department of Mental Health and Developmental Disabilities (DMHDD)

The state agency responsible for the provision of services to individuals with neurobiological brain disorders, mental illnesses and developmental disabilities. DMHDD's Office of Licensure is responsible for licensing residential, day, respite, host family and in-home supports providers who choose to participate in the DIDS programs.

Designee

A duly authorized representative or a person holding a superior position

Developmental Center

A private or state-run ICF/MR that provides residential and habilitation services to persons with intellectual disabilities and developmental disabilities.

Developmental Center Transition

Refers to when a person chooses to move from an intermediate care facility for the mentally retarded to a community residential provider.

Developmental Center Transition Closure Meeting

A meeting held for the purpose of ensuring that all tasks identified in the person's ITP have been completed as assigned and to develop a schedule for required visitation and post-transition monitoring.

Developmental Center Transition Meeting

A meeting attended by the individual transitioning from a developmental center to the community, Regional Office and Developmental Center transition staff, support coordinator, COS members, advocates and providers for the purpose of finalizing the person's ITP.

Dietetics/Nutrition Practice

The integration and application of scientific principles of food, nutrition, biochemistry, physiology, management and behavioral and social sciences in achieving and maintaining health through the life cycle and in the treatment of disease. Methods of practice include, but are not limited to, nutritional assessment, development, implementation and evaluation of nutrition care plans, nutritional counseling and education, and the development and administration of nutrition care standards and systems. (T.C.A. 63-25-103)

Dietitian/Nutritionist

"Dietitian" and "nutritionist" may be used interchangeably and means a health care professional practicing dietetics/nutrition and licensed under T.C.A. 63-25. (T.C.A. 63-25-103)

Direct Services

Functions that have not been included as part of the support coordination waiver definition but are included as part of the service definition for other services and have therefore been prohibited for a support coordinator to perform, such as transporting a person or finding a home or job for a person.

Direct Support Staff/Direct Support Professional

Persons employed, trained and paid by an agency to provide for the day-to-day care and support of persons participating in DIDS services.

Direct Support Staff Early Intervention

Staff who provide hands-on, face-to-face assistance to children with disabilities on a routine or as needed basis.

Direct Therapy Services

Services which must be provided face-to-face with "hands on" assistance provided by the therapist or therapy assistant to the service recipient.

Discharge Summary

A summary of information regarding the service recipient that contains information such as, the person's name, summary of services provided, status of action and person at the time of discharge, recommendations on how to maintain the current status of the person, indicators for re-referrals (if appropriate) and the provider's signature and date.

Division of Intellectual Disabilities Services (DIDS)

The state agency within the Tennessee Department of Finance and Administration that is responsible for oversight and operational administration of state-funded and Medicaid-funded service programs for people with intellectual disabilities.

Division of Rehabilitation Services (DRS)

The Department of Human Services' Division of Rehabilitation Services helps disabled persons become self-sufficient, gain employment, or receive timely and accurate decisions on their applications for disability benefits.

www.state.tn.us/humanserv/DRS.html

DIDS Agency Teams

DIDS regional teams consisting of two (2) or more staff assigned to one (1) or more provider agencies for the purpose of assuring resolution to provider performance issues that are identified during Quality Assurance

Surveys or other quality monitoring processes. Agency Teams shall assess ongoing compliance between formal Quality Assurance surveys by performing Targeted Elements Assessments, by planning and providing information and technical assistance to providers, by collecting data to determine the effectiveness of technical assistance efforts and by evaluating the effectiveness of provider actions taken to resolve performance issues.

DIDS Central Office

The primary location of administrative support, policy, and executive management of the Division of Intellectual Disabilities Services, located in Nashville, Tennessee.

DIDS Intake Process a/k/a DIDS Registration Process

A process that has been established by DIDS to allow Regional Office case managers to assess and assist individuals to register and request services from DIDS.

DIDS Internal Operating Policies

Policies established and implemented by DIDS for use in its Development Centers, Central, Regional, and Satellite Offices.

DIDS QA Survey Reports

The process of determining via application of standardized survey instruments at specified intervals, a provider's compliance with the applicable requirements set forth in state and federal laws, rules, regulations and policies as referenced in the executed provider agreement.

DIDS Regional Offices

The local offices of DIDS located in the three grand regions of the state (East, Middle and West).

DIDS Resource Manual

A document developed by DIDS to assist providers in meeting requirements related to particular services. Such manuals often include information about provider resources, policies, best practice guidelines, and other helpful information.

DIDS Satellite Offices

The local offices of DIDS located in Jackson, Chattanooga, and Johnson City

DIDS Substantiated Abuse and Neglect List

DIDS' Incident and Investigation report that contains persons who have been substantiated on complaints of abuse and neglect.

Do Not Resuscitate (DNR)

An order or advanced directive made by a person that requests CPR not be performed in the event the person's heart stops or the person stops breathing.

DRS Vocational Evaluation Form

A Division of Rehabilitation Services form that consists of two parts: The Situational Job Assessment and the Summary of General Job Requirements.

Drugs and/or Medications

Substances intended for use in diagnosis, care, mitigation, treatment, or prevention.

Dual Diagnosis/Co-Occurring Disorder/Comorbid Disorder

Terms denoting the co-existence of intellectual disabilities and a mental health disorder.

Durable Medical Equipment

Equipment that can withstand repeated use, is primarily and customarily used to serve a medical purpose, generally is not useful to a person in the absence of illness or injury, and is appropriate for use in the home.

Early Intervention

Refers to the Individuals with Disabilities Education Act (IDEA) Part C, which is a program for infants and toddlers aged birth to three years who meet certain eligibility criteria.

Early Periodic Screening Diagnosis and Treatment (EPSDT)

Screening in accordance with professional standards, inter-periodic screening and diagnostic services to determine the existence of physical or mental illness or conditions in recipients under age 21; and health care treatment, and other measures, described in 42 USC §1396(a) to correct or ameliorate any defects and physical and mental illnesses and conditions discovered. *EPSDT is now referred to as Tennder Care.*

Education Services

Consultation provided by a licensed nurse to the service recipient or primary family caregiver concerning a chronic condition.

Elderly or Vulnerable Abuse Registry

A registry maintained by the Tennessee Department of Health that is required by state law (TCA §68-11-1001) and federal regulations and contains information of persons who have abused, neglected, or misappropriated personal property. www2.state.tn.us/health/abuseregistry/index.html

Electronic Benefit Transfer Cards (EBT)

An on-line system in which food stamp and cash assistance benefits are stored in a central computer database and electronically accessed by customers at a point-of-sale machine via reusable plastic cards. In Tennessee, these EBT cards are called Benefit Security Cards.

Electronic Protected Health Information (ePHI)

ePHI is protected health information (PHI) that is created, stored, transmitted, or received electronically

Eligibility

The process whereby an individual is determined to be eligible for coverage through the HCBS Medicaid Waiver Program.

Employment Supports

Supports provided to a person with disabilities to help them obtain and maintain competitive employment.

Enrollee

A Medicaid eligible who is enrolled in the Home and Community Based Services Waiver for the Mentally Retarded and Developmentally Disabled.

Enrollment

The process by which an eligible individual becomes enrolled in the HCBS Medicaid Waiver Program.

Environmental Accessibility Modifications

Environmental Accessibility Modifications shall mean only those interior or exterior physical modifications to the enrollee's place of residence which are required to ensure the health, welfare and safety of the enrollee or which are necessary to enable the enrollee to function with greater independence.

Equal, Or Equal

A phrase(s) used to indicate the substitutability of products of similar or superior function, purpose, design, and/or performance characteristics

Evaluations

Appraisals of the health, including medical, dental, or mental, or status of an individual based on specific criteria.

Evaluation of Bid

The process of examining a bid after opening to determine the bidder's responsibility, responsiveness to requirements, and other characteristics of the bid relating to the selection of the winning bid

Face-to-Face Monitoring Visit Form

A form used to document the required support coordination/case management contacts.

Face-to-Face Visits

Monitoring visits that are conducted in person by the support coordinator to observe the person receiving DIDS services in varied service environments to ensure overall quality of the services and supports being provided.

Fair Labor Standards Act (FLSA)

The Fair Labor Standards Act establishes minimum wage, overtime pay, record keeping and child labor standards affecting full and part-time workers.

Family Support

Goods and services needed by families to care for their family members with a severe or developmental disability and to enjoy a quality of life comparable to other community members.

Family Support Program

A coordinated system of family support services administered by the DIDS directly or through contracts.

Federal Bureau of Investigation (FBI)

The Federal Bureau of Investigation (FBI) is the investigative arm of the US Department of Justice. The FBI's investigative authority can be found in Title 28, Section 533 of the US Code. www.fbi.gov

Federal Fair Housing Act

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability).

Federal Financial Participation (FFP)

The Federal Government's share of a state's expenditure under the Title XIX Medicaid Program.

Financial Audit Reports

Audit reports issued by or on behalf of the internal audit unit of DIDS based on the findings of announced/unannounced financial audits of DIDS providers.

Financial Eligibility Appeal

A formal appeal submitted to the DHS by or on behalf of a person that requests a "fair hearing" due to the person having been notified by DHS that they are not financially eligible for Medicaid Services.

Financially Eligible

A person who has been approved by the DHS or the SSA to be financially eligible to have Medicaid make reimbursement for covered services.

First Amendment Rights

The basic rights of all Americans that states "Congress Shall Make No Law Respecting the Establishment of Religion, or Prohibiting the Free Exercise Thereof; or Abridging the Freedom of Speech, or of the Press; or the Right of the People Peaceably to Assemble, and To Petition the Government for a Redress of Grievances." (American Library Association)

Fiscal Year

A 12-month accounting period; in Tennessee, July 1 through June 30.

Follow Along Services

Follow Along Services are for individuals who need minimal support on a job in the community. Individuals are able to sustain employment with natural supports at the work site and only need an agency to provide oversight through regular contacts. The provider agency is required to make two face-to-face contacts per month. One contact must be at the work site unless indicated in the ISP. However, more contacts may be necessary if problems occur that may endanger the individual's employment. The provider agency is responsible for helping individuals develop relationships with co-workers, sustain employment and support career advancement at the work site.

Freedom of Choice

An individual's right to choose whether they want to receive services in the HCBS Medicaid Waiver Program or in an ICF/MR and also the right to select any provider that has a provider agreement with DIDS and the Bureau of TennCare that is available, willing and able to provide the services needed.

Generic Community Services

Services provided in a community by persons or entities that are not funded with DIDS, state or federal dollars (Generic Community Services and Supports are commonly referred to as Natural Supports).

Go Live

The point—date and time—at which a website or application becomes published on the internet and is available to DIDS users.

Grier Appeal

A formal appeal submitted to the Bureau of TennCare by or on behalf of a person enrolled in a Waiver program that requests a “fair hearing” due to the person having been notified by DIDS that a service has been denied, suspended, terminated, delayed or reduced.

Grier Order

A class action lawsuit filed against the State of Tennessee that resulted in a court ordered settlement agreement allowing persons enrolled in the TennCare Medicaid Program to appeal any “adverse action” related to the ability to receive medical services within the TennCare Program.

Guardian

A person or persons appointed by the court to provide partial or full supervision, protection and assistance of the person or property or both of a person under the age of 18.

Health

A state of complete physical, mental, and social well-being and not merely the absence of disease or infirmity.

Health Care

All of the services made available by medical professionals to promote, maintain, or preserve life and well being and having as its major objectives: to relieve pain; treat injury, illness, and disability; and provide comfort and hope.

Health Care Management and Oversight

To take all necessary actions to ensure that the individual receiving DIDS services has the best possible health and health care.

Health Insurance Portability and Accountability Act (HIPAA)

A federal law amended in 1996 that pertains to a person's right to have personal health records maintained in a confidential manner.

Home and Community Based Services Waiver (HCBS Waiver)

Section 2176 of the Omnibus Reconciliation Act of 1987 permits states to offer, under a waiver, a wide array of home and community-based services that an individual may need to avoid institutionalization. Regulations to implement the act list the following services as community and home-based services which may be offered under the waiver program: case management, homemaker, home health aide, personal care, adult day health care, habilitation, respite care and other services.

HUD Section 8 Safety Checklist

A checklist used by the U.S. Department of Housing and Urban Development to inspect single family homes and apartments for minimum safety, fire safety and accessibility standards. DIDS uses this checklist to determine if supported living homes are safe for occupancy by service recipients.

Hyperlink

A reference, link, or navigation element in a document to another place, such as another section of the same document or to another document that may be on or part of a (different) domain.

Immediate Family

Immediate family includes the enrollee's minor and adult children, step-children, adopted children, brothers, sisters, parents, adoptive parents, and spouses of these persons. (DHS Rule 1240-3-3)

Independent Providers

Providers who are typically licensed professionals and obtain professional support services licensure to practice independently or establish contracts with other providers to render a specific type of service.

Independent Support Coordination Agencies (ISC)

A DIDS provider whose sole function is to provide support coordination.

Individual Profile

A completed form sent to prospective provider agencies serving the area in which an individual chooses to live that documents an individual's vision, preferences, and the supports needed to live an ordinary life in the community.

Individual Specific Training

Training provided to direct care staff that is specific to the individual served, including relevant information about the person's overall health status and diagnosed medical conditions.

Individual Support Plan (ISP)

An individualized written plan that identifies enrollee preferences, capacities, needs and resources and that identifies supports and services to meet such needs; and by which enrollees and their families are assisted to access Waiver and other necessary services.

Individual Support Plan Amendment

Refers to revisions that occur after the person's initial ISP is finalized, such as the person's outcomes or goals having changed, services or service providers having changed, significant changes in the person's health status or the ISP no longer reflecting the person's preferred lifestyle.

Individual Support Plan Planning Meeting

Meetings required to be held, at minimum, upon enrollment in the DIDS service programs and thereafter once every twelve (12) calendar months, for the purpose of developing and initializing the person's ISP and thereafter to review the effectiveness of the person's current ISP and make needed revisions to update all parts of the person's ISP.

Individual Support Plan Planning Team

A team comprised of COS members, the support coordinator/case manager and other providers involved in developing and implementing the person's ISP.

Individual Support Plan Update

Refers to the annual process of systematically reviewing a person's entire ISP with the ISP Planning Team and making revisions to reflect any changes that have occurred during the past year.

Individual Transition Plan (ITP)

A document that describes the necessary preparations and activities needed to be completed before, during and after an individual transitions from an ICF/MR to a community placement, and includes the supports and services needed in the community, who will provide the supports and services and the personal preferences and vision the individual has for his/her future.

Individuals with Disabilities Education Act (IDEA)

A federal law that requires public schools to make available to eligible children, birth through twenty one (21) years of age, with disabilities a free appropriate public education in the least restrictive environment appropriate to their individual needs.

Informal Support Networks

Any person, including family, friends and neighbors, who provide unpaid support to a person with intellectual disabilities and developmental disabilities.

Informed Consent

A voluntary agreement made by a well-advised and mentally competent patient to receive treatment after the patient's health care provider has provided full disclosure of information regarding the material risks, benefits of the proposed treatment, alternatives, and consequences of no treatment, so that the patient can make an intelligent, or informed choice.

Initial Support Coordination Transition Meeting

A meeting held for the purpose of the selected support coordinator to get to know the person and their legal representative and family members (as appropriate) and to gather information that will be used in the transition planning process.

Intelligence Quotients (IQ)

A person's intellectual functioning level determined by a standardized intelligence test. OR An estimate of intellectual status in terms of an index determined by dividing the mental age in months by the chronological age in months and reducing the result to a percentage.

Interim Services

Temporary services provided and funded with state dollars until such a time as DIDS receives approval from the federal government to operate a Self-Determination Medicaid Waiver.

Intermediate Care Facility for the Mentally Retarded (ICF/MR)

A licensed facility approved for Medicaid vendor reimbursement that provides specialized services for individuals with intellectual disabilities or related conditions and that complies with current federal standards and certification requirements for ICF/MR's.

Intermediate Care Facility for the Mentally Retarded Level of Care

ICF/MR Level of Care means a person would require care in an institution without the provision of waiver services.

Involuntary Disenrollment

The termination of a person's eligibility to participate in the HCBS Medicaid Waiver Program due to eligibility status changes (i.e. loss of financial eligibility) or as determined by the DIDS and approved by the TennCare Division of Developmental Disability Services.

Involuntary Disenrollment Appeal

A formal appeal submitted to the Bureau of TennCare by or on behalf of a person that requests a "fair hearing" due to the person having been notified by DIDS or the Bureau of TennCare that they are no longer eligible to receive any services in a Waiver Program.

Law

A constitution, statute, regulation, rule, common law or any other State action having the force or effect of law. OR The combination of those rules and principles of conduct promulgated by legislative authority, derived from court decisions and established by local custom.

Legal Representative

A person who has been appointed by a court of competent jurisdiction under applicable law to represent a disabled person in making decisions regarding legal, financial, health care and other personal matters, as specified in the court order.

License

A non-transferable permission granted by a government or other authority to perform an act or to engage in an enterprise that is restricted or regulated by law

Licensure Survey Reports

Reports issued by the Tennessee Department of Mental Health and Developmental Disabilities' Office of Licensure concerning the results of announced/unannounced inspections and follow-up inspections of licensed facilities.

Limited Conservatorship

A person or persons appointed by the court to make decisions on specific issues only, such as expenditure of personal funds or health related services, for a person age 18 and over.

Limited Guardianship

A person or persons appointed by the court to make decisions on specific issues only, such as expenditure of personal funds or health related services, for a person under the age of 18.

Liquidated Damages

A specific sum of money set as part of a contract, to be paid by one party to the other if he/she should default on the contract

Medicaid

The federal- and state-financed, state-run program of medical assistance pursuant to Title XIX of the Social Security Act. OR The major source of public funding for long-term services and supports provided in home and community settings.

Medicaid State Plan

The plan approved by the Centers for Medicare and Medicaid Services which specifies the covered benefits for the Medicaid program in Tennessee.

Medical Eligibility Appeal

A formal appeal submitted to the Bureau of TennCare by or on behalf of a person that requests a "fair hearing" due to the person having been notified by the Bureau of TennCare that they are not medically eligible to participate in the HCBS Medicaid Waiver Program.

Medically Eligible

A person who has a Pre-Admission Evaluation (PAE) that has been certified by a physician and that has been approved by the Bureau of TennCare's Division of Developmental Disability Services

Medically Necessary

Medically Necessary shall mean services or supplies provided by an institution, physician, or other health care provider that are required to identify or treat an enrollee's illness or injury and which are:

- 1) Consistent with the symptoms or diagnosis and treatment of the enrollee's condition, disease, ailment, or injury; and
- 2) Appropriate with regard to standards of good medical practice; and
- 3) Not solely for the convenience of an enrollee, physician or other provider; and
- 4) The most appropriate supply or level of services which can safely be provided to the enrollee. When applied to the care of an inpatient, it further means that services for the enrollee's medical symptoms or condition require that the services cannot be safely provided to the enrollee as an outpatient.
- 5) When applied to TennCare Medicaid enrollees under twenty-one (21) years of age, services shall be provided in accordance with EPSDT requirements including federal regulations as described in 42 CFR Part 441, Subpart B, and the Omnibus Budget Reconciliation Act of 1989.

Mental Health

A state of successful performance of mental function, resulting in productive activities, fulfilling relationships with other people, and the ability to adapt to change and to cope with adversity.

Mental Illness

A term that describes a broad range of mental and emotional conditions characterized by disturbances in an individual's thoughts, emotions or behavior. Mental Illness can refer to a wide variety of disorders ranging from those causing mild distress to those that severely impair an individual's ability to function.

Intellectual Disabilities

TennCare Definition--Significantly sub-average intellectual functioning with an IQ of 70 or below on an individually administered IQ test; 2) Title 33 Definition--Substantial limitations in functioning as shown by significantly sub-average intellectual functioning that exists concurrently with related limitations in two (2) or more of the following adaptive skill areas: communication, self-care, home living, social skills, community use, self-direction, health and safety, functional academics, leisure, and work; and that are manifested before eighteen (18) years of age.

Microboard

A nonprofit corporation devoted solely to the care of only one person.

Monthly Reviews

A written summary of the service recipient's progress towards implementing the various Plans of Care and related portions of the ISP, including action steps, achievement of outcomes and the identification of any barriers that have presented during the month.

Moratorium

The prevention, by the federal or state government, of new persons to enroll and receive intellectual disabilities services by a particular provider or agency or through the Home and Community Based Services Medicaid Waiver Program until certain quality assurance measures have been met.

Non Responsive Bid

A bid that does not conform to the essential requirements of the Invitation for Bids; non conforming bid, unresponsive bid

Notice of Disposition of Change (Form 2362)

This form ensures there has been review and approval of the individual's income for receipt of waiver services.

Notice Recipient-Patient was Admitted to or Discharged from Nursing Facility (NF) or Home and Community-Based Services (HCBS)(Form 2350)

A form used by DHS to obtain financial eligibility verification.

Notification of Denial, Suspension, Termination, Delay, or Reduction

A notice required to be sent to any person for whom service was denied that includes an explanation of why the service was denied, how to appeal the denied service and how long the person has to appeal the denial.

Nursing Facility

A facility which primarily provides to residents skilled nursing care and related services for the rehabilitation of injured, disabled, or sick persons, or on a regular basis, health related care services above the level of custodial care to other than mentally retarded individuals. (CMS Definition)

Nursing Plan of Care

Identifies the nursing activities to be performed and the amount, frequency and anticipated duration of services required. Nursing plan of care as related to nursing waiver hours is dependent on the physician order for skilled nursing. This plan must be incorporated into the ISP.

Operational Administrative Agency

The approved agency with which the State Medicaid Agency contracts for the administration of the day-to-day operations of the Home and Community Based Services Waiver for the Mentally Retarded and Developmentally Disabled.

Outcomes Measures

Health care quality indicators that gauge the extent to which health care services succeed in improving patient health.

Party

As distinct from 'Third Party' means a person who has engaged in a transaction or made an agreement within the Contract

Patient Liability

The amount of a person's income determined by the DHS to be collected each month to help pay for their long term care services.

Person-Centered Planning

A process which is focused on the person who receives or will receive services in terms of who they are, what they want in life, and how their goals may be accomplished.

Personal Allowance Funds

A portion of a service recipient's personal funds that belongs to the service recipient and is kept in the service recipient's home and is reserved for the purchase of personal items, such as clothing, grooming supplies, entertainment equipment, leisure activities, refreshments during community activities, or other personal items desired by the service recipient.

Personal Funds

Individual financial resources, including earned and unearned income (e.g., trust funds), that are used by or on behalf of a service recipient to pay for necessary personal expenses.

Personal Funds Management

The accountability of personal funds belonging to a service recipient by a person designated as having responsibility for managing these funds.

Plan of Care

An individualized written plan of care (ISP) which describes the medical and other services (regardless of funding source) to be furnished to the enrollee, the Waiver service frequency, and the type of provider who will furnish each Waiver service and which serves as the fundamental tool by which the State ensures the health and welfare of the enrollees.

Policy

An exact stated course or method of action adopted and pursued by an organization which guides and determines present and future decisions and actions of that organization.

Pre-Admission Evaluation (PAE)

The assessment form used by the State Medicaid Agency to document the current medical and habilitative needs of an individual with intellectual disabilities and to document that the individual meets the Medicaid level of care eligibility criteria for care in an ICF/MR.

Pre-Move Checklist

A form that documents a home site visit has occurred by the Regional Office transition staff and identifies any problems found and corrected prior to the individual transitioning from the Developmental Center into the home.

Primary Care Physician (PCP)

A physician responsible for supervising, coordinating, and providing initial and primary care to patients; for initiating referrals for specialist care; and for maintaining the continuity of patient care. A primary care physician is a physician who has limited his practice of medicine to general practice or who is a Board Certified or Eligible Internist, Pediatrician, Obstetrician/Gynecologist, or Family Practitioner. The PCP may be represented by a physician extender such as a Nurse Practitioner or Physician Assistant.

Primary Caregiver

One who provides care to a dependent or partially dependent person and can be a professional or family member.

Primary Diagnosis

Diagnosis of the most important disease process or the underlying disease process afflicting a patient.

Privacy Notice

A notice that is required to be sent to all persons who participate in the HCBS Medicaid Waiver Program that explains the person's privacy rights as specified in HIPAA.

Procurement

The process of obtaining goods or services, including all activities from the preparation and processing of a requisition, through receipt and approval of the final invoice for payment. The acts of preparing specifications, making the purchase, and administering the contracts involved

Program

Any of the major activities of an agency expressed as a primary function

Promulgation

The official publication of new law or regulation, by which it is put into effect.

Proposal

An offer made by one party to another as a basis for entering into a contract

Proposal Evaluation Criteria

Factors, usually weighted, relating to management capability, technical capability, manner of meeting performance requirements, price and other important considerations used to evaluate which proposer in a competitive negotiation has made the most advantageous offer

Proposer

In this RFP, the Proposer is the firm responding to this State's Request for Proposal. This will be the firm responsible for providing the services requested under this RFP. Also known as the Vendor or the Contractor

Protected Health Information (PHI)

Individually identifiable health information transmitted or maintained in any form or medium, which is held by a covered entity or its business associate. Identifies the individual or offers a reasonable basis for identification. Is created or received by a covered entity or an employer. Relates to a past, present, or future physical or mental condition, provision of health care or payment for health care.

Protected Rights

Basic human rights of persons with intellectual disabilities guaranteed to be protected by law.

Prototype

A model suitable for evaluation as to design, construction, workmanship, performance, and compliance with specifications (i.e. Pilot Model)

Provider

Any person, institution, agency or business concern providing medical care services or goods authorized under the Department of Finance and Administration holding, where applicable, a current valid license to provide such services or to dispense such goods. (Bureau of TennCare General Rules)

Provider Agreement

An agreement between the DIDS, the Department of Finance and Administration, the Bureau of TennCare and any potential approved provider that dictates the terms and conditions a provider must meet to receive compensation or reimbursement for services rendered.

Qualified Intellectual Disabilities Professional (QMRP)

An individual who meets current federal standards, as published in the Code of Federal Regulations, for a qualified intellectual disabilities professional; A person who is licensed in the state, if required for the profession, and who is a psychiatrist; physician with expertise in psychiatry as determined by training, education, or experience; psychologist with health service provider designation; psychological examiner, or senior psychological examiner; social worker who is certified with two (2) years of mental health experience or licensed; marital and family therapist; nurse who has a master's degree in nursing who functions as a psychiatric nurse; professional counselor; or if the person is providing service to service recipients who are children, any of the above educational credentials plus mental health experience with children.

Quality Assurance

A planned and systematic series of actions considered necessary to provide adequate confidence that a product or service that has been purchased will perform satisfactorily in service

Records Disposition Authorization (RDA)

TCA 10-7-301 defines Records Disposition Authorization as (8) "Records Disposition Authorization" means the official document utilized by an agency head to request authority for the disposition of records. The public records commission shall determine and order the proper disposition of state records through the approval of records disposition authorizations. RDA is also known as the retention schedule.

Recouped Funds

Previously paid provider payments that are recovered by DIDS as a result of survey, audit, or review processes conducted by the State, Office of the Comptroller, CMS or other federally designated agencies.

Regional Office

The local offices of the DIDS located in the three grand regions of the state: East, Middle, and West Tennessee.

Release of Information

A consent form signed by a person that receives DIDS services or the person's legal representative if appropriate, that allows the person's records to be released (i.e. transferred from one DIDS provider to another).

Representative Payee

Someone who receives and manages Social Security or SSI benefits on behalf of another person.

Residence

The person's home or dwelling in which the person intends to reside permanently or for an indefinite period, excluding a hospital, nursing facility or ICF/MR, Assisted Living Facilities and Homes for the Aged.

Rule

An established and authoritative standard or principle established by the state or federal government that mandates or guides the conduct or actions of all persons or entities that have involvement in the programs or services provided on behalf of persons with intellectual disabilities and developmental disabilities.

SCORM – Sharable Content Object Reference Model- refers to a methodology used to develop Computer Based Training. It is a collection of standards and specifications for web-based [e-learning](#). It defines communications between client side content and a host system called the run-time environment (commonly a function of a [learning management system](#)). SCORM also defines how content may be packaged into a transferable [ZIP](#) file. It is a specification of the [Advanced Distributed Learning](#) (ADL) Initiative, which comes out of the Office of the [United States Secretary of Defense](#).

Sealed Bid

A bid which has been submitted in a sealed envelope to prevent dissemination of its contents before the deadline for submission of all bids; usually required by the purchasing authority on major procurements to ensure fair competition among the bidders

Self Determination Waiver

The Home and Community Based Services Waiver program approved for Tennessee by the Centers for Medicare and Medicaid Services to provide services to a specified number of Medicaid-eligible individuals on the Waiting List who have intellectual disabilities and who meet the criteria for Medicaid reimbursement of care in an Intermediate Care Facility for the Mentally Retarded.

Service Agencies

DIDS providers who typically provide a combination of residential and day services and may or may not provide a number of ancillary services.

Service Recipient a/k/a Enrollee

An individual, who is receiving service, has applied for service, or for whom someone has applied for or proposed service because the person has mental illness, intellectual disabilities, serious emotional disturbance, or a developmental disability.

Shall

Denotes the imperative

Smart URL

A secured hyperlink on a page that takes user to an in-house developed application that is external to the application of which the page is a part of. Only a user whom has a privilege to the link will see the hyperlink on the page. Once the user clicks on the hyperlink, (s)he would be taken to the external application and would not need to be authenticated again. All of the authentication to the external application should be handled by the application that hosts the page that the hyperlink is on.

Social Security Administration (SSA)

The SSA determines eligibility for the SSI program.

Software Categories

1. State Standard Software - Software that is included as a State standard in the Tennessee Information Resources Architecture and Standard Products List.
1. Non-State Standard Software - Software that is not included as a State standard in the Tennessee Information Resources Architecture and Standard Products List. Note that these products may be subject to restrictions imposed by the State to prevent the introduction of Non-State Standard Software.

Software Types

1. Custom-Developed Application Software
Any application software developed specifically for the State of Tennessee during the proposed project, using the State's monies, during the proposed project, and that does not meet the definitions of Software in paragraphs 2 or 3 below.
2. Pre-Existing Core Application Software
Software including, but not limited to, complete packages, subroutines, builds, and/or individual lines of software code that is proposed as a part of the overall Integrated Services Information System. For example, the vendor may propose a previously developed application software package or some portion of a pre-existing core application software package with the intent of modifying this software to meet the State's needs. The pre-existing core application software that is proposed to deliver the overall or primary application software may be owned by the Contractor or third-party (including sub-contractor).

There are three sub-types of pre-existing core application software:

- a. Rights Transfer Core Application Software
Any pre-existing Contractor-developed/owned application software, including but not limited to, modules, complete applications, components, builds, and/or individual lines of software code, not otherwise meeting the definitions of Software in Paragraph 1 above, or Paragraphs 2.b., 2.c., or 3 below, that is provided as a part of the overall solution.
- b. Contractor-Owned Proprietary Core Application Software
Contractor-Owned Proprietary Core Application Software is commercially available software, including Commercial-Off-The-Shelf (COTS) solutions, owned by the Contractor making the Proposal, not otherwise meeting the definitions of Software in Paragraphs 1. or 2.a. above or 2.c. or 3. below, which is proposed to deliver the overall or primary solution functionality.
- c. Third Party Proprietary Core Application Software
Third Party Proprietary Core Application Software is Commercial Off-The-Shelf (COTS) software with pre-built components, not otherwise meeting the definitions of Software in Paragraphs 1., 2.a. or 2.b. above, or 3. below, that is designed to be sold by the third party on the open market and is available for purchase from a commercial vendor.

Note that these definitions of Pre-Existing Core Application Software sub-types do not include Custom-Developed Application Software and Specialized Development/Operational Software, Add-Ons, Plug-Ins, and Components to Plug-Ins.

3. Specialized Development/Operational Software, Add-Ons, Plug-Ins, and Components to Plug-Ins
Specialized Development/Operational Software, Add-Ons, Plug-Ins, and Components to Plug-Ins, not otherwise meeting the definitions of Software in Paragraphs 1. or 2. above, that are provided by the Contractor or third parties at established catalog or market prices and sold or leased to the general public for use in the development and/or required for the operation or maintenance of the solution, in addition to the application software of the Integrated Services Information System. (Examples: Specialized Development/Operational Software, such as Microsoft Word or Excel; software development tools; database management systems).

Stakeholder

Any individual, group or organization with a vested interest and that influences the operation and implementation of DIDS programs.

State Standard Product

Product listed by product name within architectural category, sub-category, and product category and designated as 'Current' in the *Tennessee Information Resources Architecture*

Statewide Waiver

The federally approved HCBS Medicaid Waiver Program for persons who meet the Tennessee Medicaid financial and medical eligibility criteria for care in an ICF/MR facility.

State Case Managers

State employed case management staff who provide information about DIDS programs and services, provide assistance with completing eligibility application forms, gather information to assess service needs, connect people to generic community services, provide ongoing contact and assistance as needed/requested and will refer people to advocacy organizations and support groups as needed/requested.

State-Funded Services

Services provided to persons that are reimbursed with funding that comes directly from state dollars and does not include any federal financial participation.

State Medicaid Agency

The bureau (TennCare) in the Tennessee Department of Finance and Administration which is responsible for administration of the Title XIX Medicaid program in Tennessee.

State Plan

The Medicaid State Plan as approved by the Health Care Financing Administration for the State of Tennessee.

Statute

Legislation enacted by any lawmaking body, including legislatures, administrative boards and municipal courts. Any positive enactment to which the state gives the force of a law is a statute, whether it has gone through the usual stages of legislative proceedings, or has been adopted in other modes of expressing the will of the people or other sovereign power of the state.

Subsidy

A grant of money from a government to a private enterprise.

Supplemental Security Income (SSI)

Benefits provided through a program administered by the SSA for those meeting program eligibility requirements. OR An income benefit program administered by the SSA for disabled individuals, under age 65, who are unable to engage in any substantial gainful activity. The SSI program is based on financial need established by income and assets requirements.

Supplemental Security Income Federal Benefit Rate (SSI/FBR)

The Federal Benefit Rate is the maximum dollar amount that persons meeting all eligibility requirements can receive in federal SSI cash benefits on a monthly basis.

Support Coordination

Case management services that assist the enrollee in identifying, selecting, obtaining, coordinating and using both paid services and natural supports to enhance the enrollee's independence, integration in the community, and productivity as specified in the enrollee's Plan of Care (ISP). Support Coordination shall be person-centered and shall include, but is not limited to, ongoing assessments of the enrollee's strengths and needs; development, evaluation, and revision of the Plan of Care (ISP); assistance with the selection of service providers; provision of general education about the Waiver program, including enrollee rights and responsibilities; and monitoring implementation of the plan of care and initiating individualized corrective actions as necessary (e.g., reporting, referring, or appealing to appropriate entities).

Support Coordinator

The person who is responsible for developing the Support Plan and participating in the development of and monitoring and assuring the implementation of the Plan of Care; who provides Support Coordination services to an enrollee; and who meets the qualifications for a Support Coordinator as specified in the HCBS Waiver for the Mentally Retarded and Developmentally Disabled (Arlington Waiver).

TennCare Bureau

The bureau in the Tennessee Department of Finance and Administration which is the State Medicaid Agency and is responsible for administration of the Medicaid program in Tennessee.

TennCare Division of Developmental Disability Services

A division of the Bureau of TennCare responsible for the direct administration and oversight of the two Medicaid HCBS waivers for persons with intellectual disabilities.

TennCare Solutions Unit

A distinct unit within the Bureau of TennCare responsible for the review of Grier Appeals, including the decision to uphold or overturn the denial.

Tennessee Bureau of Investigation

TBI is the primary criminal investigative agency for the State of Tennessee. www.tbi.state.tn.us/

Tennessee Code Annotated (T.C.A.)

The official, multi-volume publication of the complete text of the Tennessee Code (Statutory Law) with historical notes, cross-references and case notes of legal/judicial decisions construing specific Code sections.

Tennessee Labor Laws

Tennessee Labor Laws are enforced by the Tennessee Department of Labor and Workforce Development. Please refer to Title 50 of the Tennessee Code Annotated www.state.tn.us/labor-wfd/lldiv.html

Terms and Conditions

A phrase generally applied to the rules under which all bids must be submitted and the terms that are included in most purchase contracts which are often published by purchasing authorities for the information of all potential bidders

Testing

A procedure for critical evaluation of the completeness and compliance with specifications for a software program or system; a means of determining the quality of the item being tested

Title 33 (T.C.A. 33)

T.C.A. 33 is also known as Title 33 and is the primary state law governing the methods employed in service delivery to people with intellectual disabilities.

Train-The-Trainer Courses

Courses offered by DIDS to provide a mechanism for providers to develop the resources needed to deliver quality training to employed staff.

Transition

The movement of an eligible person from one ICF/MR to a community placement or from one community placement to another community placement.

Transition Plan

A plan developed prior to a person moving from an ICF/MR into the community and used as the person's plan of care until the ISP is developed.

United States Code Annotated (U.S.C.A.)

The codification by subject matter of the general and permanent laws of the United States.

Vendor

A supplier; someone who promotes or exchanges goods or services for money; a person or agency that sells

Vocational Rehabilitation Services (VRS)

VRS is a federal/state funded program that provides services to help people with disabilities enter or return to employment. www.state.tn.us/humanserv/VRServices.html

Void

Without legal effect; unenforceable

Waiting List

The DIDS Waiver Waiting List identifies individuals by their identified category of need and indicates these individuals have registered, appear to be eligible and are waiting for Medicaid Waiver services to be provided.

Waiver Funded Services

Specific services defined in the HCBS Medicaid Waiver Program that have been approved by the Centers for Medicaid and Medicare Services as eligible for federal financial participation reimbursement.

Warrant

Negotiable instrument issued by statewide accounting

Web-based

An application built to run using a standard web browser. No applets or applications are installed on the client

Work Products

Custom-Developed Application Software, Rights Transfer Application Software, and the application source code pertaining thereto and all documentation, RFP/Contract deliverables and any other items provided by the vendor with Custom-Developed Application Software and Rights Transfer Core Application Software pursuant to this Contract.

ACRONYMS

A

ACH Automated Clearing House
ACVERP Academy for Certification of Vision Rehabilitation and Education Professionals
ADA Americans With Disabilities Act
ADC Arlington Developmental Center
ADL Activities of Daily Living
AHA American Heart Association
AJHP American Journal of Health Systems Pharmacy
ALA Administrative Lead Agency
ANSI X.12 American National Standards Institute X.12 (EDI Standard)
AOTA American Occupational Therapy Association
AOD Administrator On Duty
APS Adult Protective Services
APTA American Physical Therapy Association

B

BCBA Behavior Analyst Certification Board
BHO Behavioral Health Organization
BSP Behavior Support Plan
BSC Behavior Support Committee

C

CBDC Clover Bottom Developmental Center
CB/GVSA Clover Bottom/Greene Valley Settlement Agreement
CD-ROM Compact Disc – Read Only Memory
CFR Code of Federal Regulations
CMS Centers for Medicare & Medicaid Services (Formerly known as HCFA)
CNA Certified Nursing Assistant
CNT Certified Nursing Technician
COMS Certified Orientation and Mobility Specialist
COS Circle of Support
CPR Cardiopulmonary Resuscitation
CPS Child Protective Services
CSS Children's Special Services (Formerly CCS – Crippled Children's Services)

D

DCS Department of Children's Services
DDC Tennessee Council on Developmental Disabilities
DHS Department of Human Services
DMHDD Department of Mental Health & Developmental Disabilities
DIDS Division of Intellectual Disabilities Services
DNR Do Not Resuscitate
DOE Department of Education
DOH Department of Health
DRS Division of Rehabilitation Services
DSP Direct Support Professional
DSS Direct Support Staff

E

EBT Cards Electronic Benefit Transfer Cards
EDI Electronic Data Interchange
EFT Electronic Funds Transfer
ePHI Electronic Protected Health Information
EPSDT Early & Periodic Screening, Diagnosis & Treatment
ERP Enterprise Resource Planning (System)

F

F&A Department of Finance and Administration
FBI Federal Bureau of Investigation
FFP Federal Financial Participation
FLSA Fair Labor Standards Act
FTE Full Time Equivalent

G

GAAP Generally Accepted Accounting Principle(s)
GUI Graphical User Interface
GVDC Greene Valley Developmental Center

H

HCB or HCBS Home & Community Based Services (Medicaid Waiver)
HIPAA Health Insurance Portability & Accountability Act
HHS Department of Health & Human Services (federal)
HL7 Health Level Seven (formatting and protocol standard)
HRC Human Rights Committee

I

ICAP Inventory for Client and Agency Planning
ICF/MR Intermediate Care Facility for the Mentally Retarded
ICF/MR LOC Intermediate Care Facility for the Mentally Retarded Level of Care
IDEA Individuals with Disabilities Education Act
IEP Individualized Education Program (Provision of IDEA)
IQ Intelligence Quotient
ISC Independent Support Coordinator
ISP Individual Support Plan
IT Information Technology
ITP Individual Transition Plan

J**K****L**

LEP Limited English Proficiency
LOC Level of Care
LON Level of Need
LPN Licensed Practical Nurse

M

MAR Medication Administration Record
MCO Managed Care Organization
MMIS Medicaid Management Information System

N**O**

OIG Office of the Inspector General
OIR Office of Information Resources
OSHA Occupational Safety and Health Administration

P

PAE Pre-Admission Evaluation
PCP Primary Care Physician
PERS Person Emergency Response System
PHI Protected Health Information
POC Plan of Care
PT Physical Therapy
PSR Physical Status Review

Q

QA Quality Assurance
QI Quality Improvement
QMRP Qualified Intellectual Disabilities Professional

R

RDA Records Disposition Authorization
RDBMS Relational Database Management System
RFP Request for Proposal
RN Registered Nurse

S

SDW Self Determination Waiver
SEC National Supported Employment Consortium
SME Subject Matter Expert
SSA Social Security Administration

SSDI Social Security Disability Income
SSI Supplemental Security Income
SSI/FBR Supplemental Security Income Federal Benefit Rate
STARS State of Tennessee Accounting and Reporting System

T

TABA Tennessee Association of Behavior Analysts
TAR Tennessee Administrative Register
TASC Tennessee Association of Support Coordinators
TBI Tennessee Bureau of Investigation
TCA Tennessee Code Annotated
TCRS Tennessee Consolidated Retirement System
TEC Tennessee Employment Consortium
TEIS Tennessee's Early Intervention System
THDA Tennessee Housing Development Authority
TNCO Tennessee Network of Community Organizations
TSU TennCare Solutions Unit

U

UAT User Acceptance Test
USCA United States Code Annotated
USP The United State Pharmacopeia

V

VRS Vocational Rehabilitation Services

W

WBS Work Breakdown Structure

X

XML eXtensible Markup Language

Y

Z

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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

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

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

LIQUIDATED DAMAGES

Performance Area	Performance Item	Performance Period	Liquidated and Additional Damages
Key Personnel	Removal of any Key Personnel without the written approval of the State	From contract start date to 30 days from go-live date	\$5,000 per occurrence
Project Team Staffing	Failure to maintain at least 90% staffing per the agreed upon staffing plan, or any agreed upon changes to the staffing plan	The State will provide a two-week notice that staffing is below the performance threshold. From contract start date to acceptance of the system at the end of the Implementation Phase	\$1,000 per week after the two-week advance notice until staffing is back above the agreed-upon staffing performance threshold
Level 4 Integrated Master Schedule	Failure to provide weekly updates to the Level 4 Integrated Master Schedule	From 1 month after contract start date to acceptance of the system at the end of the Implementation Phase	\$1,000 per week after the first full-week that updates to the Level 4 Integrated Master Schedule has not been accomplished
"Go-Live" Milestone Date	Failure to maintain the agreed upon project "Go-Live" date in the schedule, or an agreed upon re-baseline of the "Go-Live" date in the schedule	From contract start date to acceptance of the system at the end of the Implementation Phase	1% of the cost of development and implementation of the system (Project Mobilization through the Implementation Phase) per month that the project is delayed beyond the agreed upon "Go-Live" Implementation date due to the schedule delays caused solely by the contractor

Performance Area	Performance Item	Performance Period	Liquidated and Additional Damages
System Response Times	Response times of less than 3 seconds transaction response time from screen-to-screen for 95% of all transactions and less than 1 second for field-to-field activity is required within the system. The Contractor and State will review response times during the Acceptance Test phase and again during the first month of each implementation of a production version.	After the first month of production for each implementation, if the response time degrades to a level of non-compliance with the State-defined standard, then the Contractor will have one (1) month from the date of notice by the State to resolve and to get the performance back to the required response times.	An Action Plan to correct the deficiency will be requested first, then a reduction in support cost of 2% if the situation continues for more than seven days
Customer Service Response	The State requires Contractor to be available for non-emergency telephone customer support from 7:00 a.m. to 4:59 p.m. Central Time, Monday through Friday. The Contractor must respond within four (4) hours. For Emergency issues, the Contractor will provide a twenty-four (24) hours / seven (7) days per week contract number, and the Contractor must respond within one (1) hour.	From 30 days from go-live date to end of contract	An Action Plan to correct the deficiency will be requested first, then a reduction in support cost of 2% if the situation continues for more than two months
Breach of Contract	Failure to perform in accordance with any term or provision of the contract; partial performance of any term or provision of the contract; any act prohibited or restricted by the contract; or violation of any warranty	From contract start date to contract end date	In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages.

[Contractor's Proposal will be placed here]

RFP # 34401-00105 *VENDOR DEMONSTRATION SCRIPT*

The *Vendor Demonstration Script* detailed in following pages will be used by the proposer to provide the Oral Presentation and Software Demonstration.



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF INTELLECTUAL DISABILITIES SERVICES**

Single Integrated Application System Vendor Demonstration Script

**RFP # 34401-00105
Software and Services**

All elements of the Proposer's demonstration must represent functionality found in the vendor's baseline offering, as proposed in response to this RFP. Modifications made to the baseline system for the purpose of demonstration will not be considered.

SOFTWARE AND SERVICES

VENDOR DEMONSTRATION AGENDA

Morning Session

- | | |
|------------|--|
| 8:00 a.m. | <ol style="list-style-type: none">1. Introduction of Key Personnel and their Project Roles2. Describe Qualifications and Experience3. Describe the Management Approach4. Present the Proposed Level-2 Master Summary Schedule5. Describe a Phased Implementation Approach6. Describe the System Development Life Cycle Methodology7. Describe the Hosting Environment8. Define the Minimum Desktop Configuration and Software |
| 12:00 p.m. | <ol style="list-style-type: none">9. Conclusion of Oral Presentation |

Afternoon Session

- | | |
|-----------|---|
| 1:00 p.m. | <ol style="list-style-type: none">1. Introduction of Vendor Key Staff conducting the Software Demonstration2. Provide a General System Overview3. Demonstrate the Case Management Functionality4. Demonstrate the Provider Portal Functionality5. Demonstrate the Accounting Functionality6. Demonstrate the Trust Account Management Functionality7. Demonstrate the Incident and Investigation Functionality8. Demonstrate the Quality Assurance Functionality9. Demonstrate System Administration Features10. Demonstrate and / or Describe Interface Functionality |
| 5:00 p.m. | <ol style="list-style-type: none">11. Conclusion of Software Demonstration session / Wrap-up |

MANDATORY PRESENTATION CRITERIA

1. Proposing Vendor may bring no more than eight (8) staff members to the Presentation.
2. Included in the Vendor staff members attending the Presentation should be the nominated Key Personnel who will develop and implement the solution for the State of Tennessee.

MANDATORY PRESENTATION EQUIPMENT REQUIREMENTS

The State will provide the following equipment:

1. Laptop computer connected to a high-speed Internet connection
2. Projection screen
3. Flipchart with flipchart paper and pens

Proposer will provide its own video projection equipment. The Proposer may use its own computer to connect to a video projector to present a PowerPoint or demonstrate its software.

In the event that the Proposer requires an Internet connection for the Oral Presentation / Software Demonstration, the State prefers that the Proposer use a State-provided laptop. In this case, the Proposer should contact the State at least one (1) week in advance of the first day of the demo to confirm that the Proposer will use a State-supplied laptop.

However, if the Proposer must use its own laptop for the Internet connection, the following is required to connect the Proposer's laptop to the State network:

The laptop must contain only the software necessary to conduct the demonstration. Examples of software that must **not** be loaded on the laptop include broadcasting / streaming software, peer to peer/copy circumvention software, email, or instant messaging. Once the State inspects the laptop and approves it for connection to the State network (see the following paragraph), the Proposer must sign a form stating that no additional software will be installed on the laptop before or during the demonstration period without the State's permission.

Regardless of whether the Proposer chooses to use State- or Vendor-provided laptop(s) for the demonstration, the Proposer must meet with the State at a mutually agreeable time before the start of the Proposer's demonstration, at the State's demonstration site, to test the equipment in the room.

Note that there will not be a printer available for the demonstration. If part of the demonstration process is to demonstrate a report, the vendor may generate the report for on-screen viewing.

PRESENTATION TOPICS

The following is the order in which the vendor should present its oral presentation and software demonstration.

PART I – ORAL PRESENTATION

Please note that the audience / evaluators for the Oral Presentation will be State personnel who will be managing the project and key State functional area staff.

1. Introduction of Key Personnel and their Project Roles

- a. The assigned Project Manager shall introduce the Vendor's Key Personnel.
- b. Provide an overview of Key Personnel qualifications and experience with projects of the size and complexity of this project.

2. Describe Qualifications and Experience

- a. Describe the Vendor's credentials for performing this development and implementation.
- b. Describe the Vendor's process and procedures that ensure high-quality performance.
- c. Describe the Vendor's quality recognition and certifications awarded (prime only).
- d. Provide references for on-going projects and / or projects completed within the past 5 years of similar size and complexity.

3. Describe the Management Approach

- a. Provide an overview of proposed staffing for the project, including the proposed organizational chart, key roles and responsibilities, including the staffing model for implementation.
- b. Discuss your project management methodology.
- c. Discuss your understanding of critical success factors for implementing a high quality system.

4. Present a Level 2 Summary Master Schedule

Discuss your proposed project implementation schedule.

5. Describe the Phased Implementation Approach

Describe a proposed phased implementation approach that will deploy modular functionality in the most expeditious manner.

6. Describe the System Development Life Cycle Methodology

Discuss your proposed System Development Life Cycle Methodology and the accomplishment of phases of the project.

7. Describe the Hosting Environment

- a. Describe your proposed technical approach for hosting the system.
- b. Review the System Network Diagrams with special emphasis on identifying non-State Standard products and the hardware, software and communications protocols that will comprise the system.
- c. Describe your approach to meeting State Security Standards to include at a minimum the following:
 - (1) Confidentiality, Integrity and Availability of Application and Data
 - (2) Application Audit Capability
 - (3) Intrusion Detection / Prevention
 - (4) Placement of Firewalls
 - (5) Other Measures to Provide Defense in Depth

8. Define the Minimum Desktop Configuration and Software

- a. Define the minimum desktop configuration and software required to support the system and to

achieve the performance as defined in Contract Section A.7.

- b. Estimate the size of all application software required on the client desktop to run the application in a typical configuration, excluding the operating system, but including any database or other utility needs. When estimating the size of the client desktop, assume that any proposed third-party products, such as Crystal Reports, Microstrategy, or Microsoft Office, will run from the client.

9. Conclusion (this is a non-scored item)

The Proposer will provide a concise summarization of the proposed products and services to illustrate the Proposer's understanding of the State's requirements, the planned approach to providing the services and accomplishing the State's objectives, and documentation as to why the software and services being proposed are the best value for the State.

PART II – SOFTWARE DEMONSTRATION

Please note that the audience / evaluators for the Software Demonstration will be business area functional supervisors / key system users. These personnel are most familiar with business requirements for this solution.

1. Introduction of Vendor Key Staff conducting the Software Demonstration

The assigned Project Manager shall introduce the software demonstration team.

2. General System Overview

Provide a general overview of system features.

3. Demonstrate the Case Management Functionality

4. Demonstrate the Provider Portal Functionality

5. Demonstrate the Accounting Functionality

6. Demonstrate the Trust Account Management Functionality

7. Demonstrate the Incident and Investigation Functionality

8. Demonstrate the Quality Assurance Functionality

9. Demonstrate System Administration Features

10. Demonstrate and / or describe Interface Functionality

11. Conclusion of Software Demonstration session / Wrap-up

RFP # 34401-00105 BUSINESS REQUIREMENTS

Vendor Name:

Proposer's Name Here

Ref. Number	VENDOR CAN MEET		BUSINESS REQUIREMENTS	COMMENTS
	Out of Box	With Custom Work		
			Business Requirements - General Intake Business Requirements	Comments
			Service Recipient Information Entry and Maintenance	
			Service Recipient Information	
IN 1			The system must direct the user to the appropriate data collection screens for each service recipient demographic data set needed and must determine the information to be collected. The Service Delivery Program selected for the service recipient recorded must indicate to the system the required path. There will be more than one workflow and different funding sources.	
IN 2			The system must maintain online access to all current and historical service recipient demographic information including as a minimum: * Service Recipient First Name * Service Recipient Last Name * Service Recipient Middle Name * Service Recipient Title * Service Recipient Social Security Number * Service Recipient Date of Birth * Service Recipient Gender * Service Recipient Race * Service Recipient Medicaid Identifier * Service Recipient Medicare Identifier * Service Recipient Preliminary Identification of Category of Need * Service Recipient Status	
IN 3			The system must have the ability to assign and maintain current and historical DIDS specific service recipient's status codes.	
IN 4			The system must allow authorized users to change the service recipient's DIDS status code.	

IN	5				The system must allow authorized users to add new DIDS status codes with effective status dates without the need for reprogramming.	
IN	6				The system must provide an online capability to add and change service recipient demographic data. The system shall not delete Service Recipient data.	
IN	7				The system must maintain all current and historical service recipient ambulatory information including as a minimum: * Ambulatory / Non-ambulatory indicator * Type of mobility device * Description of mobility device	
IN	8				The system must provide the capability to add or change service recipient ambulatory data.	
IN	9				The system must maintain online access to all current and historical service recipient contact information including as a minimum: * Service Recipient Home Phone Number * Service Recipient Work Phone Number * Service Recipient Cell Phone Number * Service Recipient Email Address	
IN	10				The system must provide the capability to add or change service recipient's contact information.	
IN	11				The system must maintain online access to all current and historical service recipient address information including as a minimum: * Service Recipient Residential Address Line One * Service Recipient Residential Address Line Two * Service Recipient Residential Address Line Three * Service Recipient Residential City * Service Recipient Residential State * Service Recipient Residential Zip Code * Service Recipient Residential County Code * Service Recipient Residential County Name * Service Recipient Mailing Address Line One * Service Recipient Mailing Address Line Two * Service Recipient Mailing Address Line Three * Service Recipient Mailing City * Service Recipient Mailing State * Service Recipient Mailing Zip Code * Service Recipient Mailing County Code * Service Recipient Mailing County Name	
IN	12				The system must provide edits for service recipient address standardization.	
IN	13				The system must provide the capability to add or change service recipient's address information.	

IN	14				The system must have the ability to link and populate service recipient residential and mailing address records with their associated provider site address records. If a service recipient residence is a provider site then the service recipient residential address must populate with the provider's site address information.	
IN	15				The system must maintain begin and end dates for the service recipient's residential and mailing address.	
IN	16				The system must maintain online access to all current and historical service recipient programmatic eligibility information including as a minimum: * Diagnosis of Intellectual Disabilities Prior to Age 18 indicator * Date of Intellectual Disabilities Diagnosis * Service Recipient IQ score (Full Scale IQ Score) * Date of Psychological Exam * Service Recipient Age to Date * Diagnosis of Developmental Disability Indicator * Date of Developmental Disability	
IN	17				The system must provide an online capability to add or change service recipient's eligibility data.	
IN	18				The system must maintain all current and historical MR certification information including as a minimum: * Date of MR Certification * MR Certification completed by * Due date of next MR certification	
IN	19				The system must alert the appropriate users of an upcoming, due and past due MR certification date for a service recipient.	
IN	20				The system must maintain online access to all current and historical service recipient Financial Resources including as a minimum: * SSI * SSA * Veterans * Wages * Trusts * Inheritance * Other	
IN	21				The system must provide online capability to add or change service recipient Financial resources data.	

IN	22				The system must maintain an online referred by indicator for each service recipient. Service recipients may be referred for DIDS from sources including as a minimum: * Department of Children Services * ICF / MR * MHI * Judicial System * Nursing Home * Adult Protective Services * School System * PASSR * Other
IN	23				The system must provide online capability to add or change service recipient's referral indicator data.
IN	24				The system must maintain current and historical information on services that the service recipient is receiving / has received from sources including as a minimum: * Department for Children Services * ICF / MR * State Funded Services * Mental Health Facility * Judicial System * Family Support * Vocational Rehabilitation
IN	25				The system must provide online capability to add or change other services data the service recipient is and / or has received.
IN	26				The system must allow the user to indicate for each service recipient contact (Primary Contact, Representative Payee, Emergency Contact, etc.) type(s) of communications (i.e. notifications, letters, email, text message, etc.) that contact should receive.
IN	27				The system must maintain online access to all current and historical client primary contact person demographic information including as a minimum: * Primary Contact First Name * Primary Contact Last Name * Primary Contact Middle Name * Primary Contact Home Phone Number * Primary Contact Work Phone Number * Primary Contact Cell Phone Number * Primary Contact Email Address

				* Primary Contact Residential Address Line One * Primary Contact Residential Address Line Two * Primary Contact Residential Address Line Three * Primary Contact Residential City * Primary Contact Residential State * Primary Contact Residential Zip Code * Primary Contact Residential County Code * Primary Contact Residential County Name * Primary Contact Mailing Address Line One * Primary Contact Mailing Address Line Two * Primary Contact Mailing Address Line Three * Primary Contact Mailing City * Primary Contact Mailing State * Primary Contact Mailing Zip Code * Relationship of Primary Contact to Client including as a minimum: * Parent * Sibling * Friend * Conservator * Guardian * Caregiver * Other Relative	
IN	28			The system must provide online capability to add or change service recipient primary contact data.	
IN	29			The system must allow multiple contacts to be associated to a service recipient record.	

IN	30			The system must maintain online access to all current and historical service recipient primary caregiver's demographic information including as a minimum: * Primary Caregiver First Name * Primary Caregiver Last Name * Primary Caregiver Middle Name * Primary Caregiver Home Phone Number * Primary Caregiver Work Phone Number * Primary Caregiver Cell Phone Number * Primary Caregiver Email Address * Primary Caregiver Work Status * Primary Caregiver Work Schedule * Relationship of Primary Caregiver to Client including as a minimum: * Parent * Sibling * Friend * Conservator * Guardian * Other Relative * Primary Caregiver Residential Address Line One * Primary Caregiver Residential Address Line Two * Primary Caregiver Residential Address Line Three * Primary Caregiver Residential City * Primary Caregiver Residential State * Primary Caregiver Residential Zip Code * Primary Caregiver Residential County Code * Primary Caregiver Residential County Name * Primary Caregiver Mailing Address Line One * Primary Caregiver Mailing Address Line Two * Primary Caregiver Mailing Address Line Three * Primary Caregiver Mailing City * Primary Caregiver Mailing State * Primary Caregiver Mailing Zip Code * Primary Caregiver Mailing County Code * Primary Caregiver Mailing County Name	
IN	31			The system must provide online capability to add or change service recipient primary caregiver data.	

IN	32			The system must maintain online access to all current and historical service recipient representative payee demographic information including as a minimum: * Representative Payee First Name * Representative Payee Last Name * Representative Payee Middle Name * Representative Payee Home Phone Number * Representative Payee Work Phone Number * Representative Payee Cell Phone Number * Representative Payee Email Address * Representative Payee Work Status * Representative Payee Work Schedule * Relationship of Representative Payee to Client including as a minimum: * Parent * Sibling * Friend * Conservator * Guardian * Other Relative * Representative Payee Residential Address Line One * Representative Payee Residential Address Line Two * Representative Payee Residential Address Line Three * Representative Payee Residential City * Representative Payee Residential State * Representative Payee Residential Zip Code * Representative Payee Residential County Code * Representative Payee Residential County Name * Representative Payee Mailing Address Line One * Representative Payee Mailing Address Line Two * Representative Payee Mailing Address Line Three * Representative Payee Mailing City * Representative Payee Mailing State * Representative Payee Mailing Zip Code * Representative Payee Mailing County Code * Representative Payee Mailing County Name	
IN	33			The system must provide online capability to add or change service recipient's representative payee data.	

IN	34				The system must maintain all current and historical Legal conservator information for a service recipient as defined by DIDS including as a minimum: * Conservator Name * Conservator Social Security Number * Conservator Date of Birth * Conservator Address * Conservator Phone Number * Conservator Alternate Phone Number * Conservator Work Phone Number * Conservator Fax Number * Conservator Type * Primary Conservator * Secondary Conservator * Co-Conservator * Corporate Conservator * Relationship of Conservator to Service Recipient * Conservator Appointment Order Number * Date Court Appointed Conservator Signed by Judge * County in Which Conservatorship Granted * Entrusted Rights of Conservator (Rights removed from service recipient and given to the conservator) including as a minimum: * To acquire and dispose of property * To make purchases above \$30.00 * To make purchases of any amount * To execute instruments and / or contracts or enter into any other contractual relationship	
IN	35				The system must provide the capability to add or change service recipient legal conservator data.	
IN	36				The system must maintain identification of all previous service recipient ID(s) for a service recipient cross-reference to the most current Service Recipient ID.	
IN	37				The system must provide for linking of the current ID to all of the service recipient's history. This linking must include as a minimum: eligibility history, transition history, and claim history.	
IN	38				The system must assign a unique identifier for each new DIDS service recipient record.	
IN	39				The system must have the ability to merge into one unique individual identifier all of the history for the service recipient who has been given multiple identifiers in error and allow the user to view the history with the identifier.	

IN	40				The system must apply the appropriate edits and controls to prevent the user from entering information that is not allowed or erroneous for the field entered.	
IN	41				The system must have the ability to access and query all current and historical service recipient data.	
IN	42				The system must have the ability to capture alternate service recipient identification numbers along with the source of that number including as a minimum: * Social Security Number * Medicaid Identifier * Medicare Identifier * DHS Identifier	
IN	43				The system must have the ability to produce daily audit trail reports, and allow inquiries, showing all service recipient data updates applied to the service recipient's master data.	
IN	44				The system must have the ability to maintain an indicator to suppress generation of service recipient's identification documents for confidential services or other reasons.	
IN	45				The system must have the ability to generate a service recipient notice upon demand or circumstance.	
IN	46				The system must support free-form comments when required to explain standard service recipient data.	
IN	47				The system must support progress notes.	

IN	48			The system must have the ability to accept and maintain all current and historical Physical Status Review (PSR) and Health Care Oversight (HCO) information on a service recipient, as designated by DIDS, including as a minimum the following information types: * Service Recipient Computation of Category Scores Information (PSR) * Service Recipient Identification of a Health Care Level Information (PSR) * Service Recipient PSR Reviewer Recommendations Information (PSR) * Service Recipient Functional Status Information (PSR, HCO) * Service Recipient Behavioral Information (PSR) * Service Recipient Physiological Information (PSR) * Service Recipient Safety Information (PSR) * Service Recipient Frequency of Service Information (PSR) * Service Recipient Medication / Medication History Information (PSR, HCO) * Service Recipient Medical Diagnosis Information (PSR, HCO) * Service Recipient Medical History Information (PSR) * Service Recipient Assistive Devices Information (HCO) * Service Recipient Disability Information (HCO) * Service Recipient Communication Information (HCO) * Service Recipient Allergy Information (HCO) * Service Recipient Specialty Medical Services Review Information (HCO) * Service Recipient Nutritional Status Information (HCO) * Service Recipient Physical Status Information (HCO) * Service Recipient Immunization Information (HCO) * Service Recipient Neurological Information (HCO) * Service Recipient Medication / Treatment Plan Information (HCO) * Service Recipient Seizure Information (HCO)	
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IN	49				The system must have the ability to accept and maintain all current and historical Inventory for Client and Agency Planning (ICAP) information on a service recipient, as designated by DIDS, including as a minimum the following information types: * Service Recipient Descriptive Information * Service Recipient Diagnostic Status * Service Recipient Functional Limitations and Needed Assistance Information * Service Recipient Adaptive Behavior Information * Motor Skills Information * Social and Communication Skills Information * Personal Living Skills Information * Community Living Skills Information * Service Recipient Problem Behavior Information * Service Recipient Residential Placement Information * Service Recipient Daytime Program Information * Service Recipient Support Services Information * Service recipient Social and Leisure Activities Information * Service Recipient General Information and Recommendations * Service Recipient Summary of Scores Information	
					Caseload Assignment	
IN	50				The system must support date specific, temporary, or permanent assignment of cases and case maintenance functions to user caseloads by zip code, county, or other method as specified by DIDS.	
IN	51				The system must have the capability to create and maintain a confidential caseload, and only specified users may view and / or update the case based on the user's security access.	
IN	52				The system must have the ability to allow confidential cases and individuals to show with minimal information when doing a search for that case or individuals.	
IN	53				The system must allow the user to conduct queries on their own caseloads, such as requesting all cases that are due for monthly contact.	
IN	54				The system must allow queries on caseload information by State, Regional Office, and County.	
IN	55				The system must require assignment of all cases to a specific caseload.	
IN	56				Whenever the system makes a caseload assignment, the user must have the ability to override that assignment based on the user's security roles and rights.	
IN	57				The system must appropriately alert the case manager of a new caseload assignment.	

IN	58				The system must have the ability to associate clients to case managers.	
IN	59				The system must have the ability to generate alerts for caseload management / assignment as defined by DIDS.	
					Voter Registration	
IN	60				The system must maintain all current and historical Voter Registration information obtained by DIDS.	
					Application Data and Tracking	
					Application for Services	
IN	61				The system must support DIDS acceptance of signed, dated applications received in the DIDS Regional Offices. Application receipt may be in person, by mail or by FAX.	
IN	62				The system must have the ability to image paper applications and associate the document to the service recipient record.	
					The system must enforce mandatory application fields when a user enters an application. These fields include as a minimum:	
IN	63				* Applicant Name * Applicant Date of Birth * Applicant Social Security Number * Applicant Address * Applicant City * Applicant Zip Code * Applicant Phone Number * Applicant U.S. citizenship or alien status * Applicant primary contact information * Submitter / Referral Information * Name of Submitter (if different from applicant) * Submitter Contact Information	
IN	64				The system must apply the appropriate edits and controls to prevent the user entry of information not allowed. Examples include not allowing entry of an alpha character in a number only field.	
IN	65				The system must display the completed application for review. The system must allow the user to make any necessary changes to the application.	
IN	66				The system must assign a unique identifier to the submitted application. The assigned number must remain associated with the specific application and used for search purposes.	
IN	67				The system must allow the association / disassociation of an application to an existing service recipient.	

IN	68				The system must create a service recipient record for applicants who do not currently exist in the DIDS system.	
					Intake Documentation	
IN	69				The system must have the ability to associate imaged documents to the service recipient record. These documents include as a minimum: * DIDS Application for Services * Voter Registration Declination * Contact Frequency Preference Statement of Choice * Freedom of Choice * Authorization for Release of Information * Social Security Card * Birth Certificate * Proof of U.S. Citizenship	
IN	70				The system must have the capability to link intake forms to a service recipient by date of form and service recipient identifier.	
IN	71				The system must automatically populate the intake forms with the applicable service recipient information if available.	
					Category of Need Assignment	
IN	72				The system must have the ability to assign automatically the service recipient's category of need based on information input to the service recipient's record by the user. Category of Need assignment is made based on the following: <u>Crisis:</u> * Currently Homeless * Homeless within 90 days * Death of all available caregivers * Incapacitation of all available caregivers * Primary caregiver cares for one or more other individuals with serious mental, physical, or developmental disabilities * Primary caregiver must be employed to provide the sole or primary income for support if the family * Serious or imminent danger of harm to self or others * The person has multiple urgent issues that are likely to result in a crisis situation if not addressed immediately, and the person meets two or more of the Urgent issues <u>Urgent:</u> * Aging or Failing health of caregiver and no alternate * Living situation presents a significant risk of abuse or neglect * Increasing behavioral risk to self or others * Stability of home is severely threatened due to extensive support needs or family catastrophe * Discharge from other service system (DCS, MHI) is imminent	

IN	73				The system must have the ability to maintain all current and historical service recipient category of need information including as a minimum the following: * Category of need status (CrCOTS, Urgent, Active, Deferred) * Date of category of need assignment	
IN	74				The system must have the ability for the user to add or change service recipient category of need information based on the user's security role and rights.	
IN	75				The system must have audit capability to maintain a history of changes made to a service recipient's category of need including as a minimum: * Change made * User Id * Date of Change * Time of Change	
IN	76				The system must have the ability to generate automatically the Category of Need notice to the service recipient upon Category of need assignment and any additional updates to the Category of need.	
IN	77				The system must track the generation of all Category of Need notices by date generated and individual identifier.	
					Contact Tracking	
					Contact Entry and Tracking	
IN	78				The system must have the ability to support DIDS tracking of all contact(s) that includes as a minimum the following: *Initial application for services *Monthly phone contact/appointment *Face to face contact/appointment *Reporting of service recipient changes *Inquiry on wait list status *Request for general information. A service recipient may contact in person, via telephone, email, fax, or mail.	

IN	79				The system must have the ability for the user to log each contact to a DIDS Office.	
IN	80				The system must direct the user to the appropriate data collection screens for each reason for contact and shall determine the information to be collected. The type of contact recorded must indicate to the system the indicated path.	
IN	81				The system must have the ability to maintain service recipient contact information including, as a minimum: * Type of Contact * Contact Reason * Topic of Contact * Response * Resolution * User Comments * User Identifier * User Name * System Generated Date Entered * System Generate Time Entered * Time * Referred To * Date of Contact	
IN	82				The system must have the ability to associate contact information to a specific DIDS service recipient.	
IN	83				The system must allow the user to print one or more contact notes for a service recipient.	
IN	84				The system must provide the ability to forward the contact to another DIDS user.	
IN	85				The system must provide the ability to attach supporting documentation to the contact.	
IN	86				The system must be able to provide statistics related to service recipient contacts including as a minimum: * Number of contact by State / Region / Office / User per Day / Month / Year / Specified Period * Number of Contacts resolved in a given period of time * Average length of time of contact	

					Service Recipient Search	
IN	87				The system must provide the ability for an authorized DIDS user to search the service recipients using service recipient information as the key including as a minimum: * Service Recipient Name * Service Recipient Medicaid Identifier * Service Recipient Individual Identifier * Service Recipient Date of Birth * Phone Number * Address * Zip Code * Claim ID Number * County * Case Manager * Category of Need * Date of Initial Contact * Key Word Search in Contact Notes	
IN	88				The system must provide the ability for an authorized DIDS user to search the database online using the service recipient's partial name.	
IN	89				The system must allow the user to search the database on one or more fields.	
IN	90				The system must allow the user to determine the number of results to display per page of results.	
IN	91				The system must be interactive and shall link each individual summary data element to the originating data and associated service recipient information.	
IN	92				The system must allow the user to sort the results of the search by returned information using one or more sorts on the information.	
IN	93				The system must allow the user to update search criteria and perform another service recipient search.	
IN	94				The system must allow the user to search for current or prior service recipients.	
IN	95				The system must provide the ability for the user to print the results of the service recipient search.	
IN	96				The system must provide the ability for the user to extract the results of the search to a Microsoft excel spreadsheet, Microsoft Word Document or other means as determined by DIDS.	
					Intake Case Scheduling and Tracking	
					Scheduling	
IN	97				The system must have the ability to calculate appointment timeframes based on DIDS service recipient's contact policy.	

IN	98				The system must have the ability to track existing appointments, evaluate and provide available time slots for type, time, and date utilizing DIDS' standard scheduling / calendar tool.	
IN	99				The system must have the ability to select new/changed appointment times.	
IN	100				The system must allow authorized users to add or change appointment dates and times.	
IN	101				The system must allow for both automated and manual appointment scheduling.	
IN	103				The system must determine, based on dates in the service recipient file, if needing an appointment.	
IN	104				The system must alert the case manager of appointments needed.	
IN	105				The system must have the ability to identify available appointment time slots based on the user's current schedule.	
IN	106				The system must determine and display one or more available appointment time slots.	
IN	107				The system must display the date, time, appointment type, and case manager for available appointments for the user to select.	
IN	108				The system must display information to the user if a service recipient already has an appointment scheduled and the user is attempting to schedule another appointment.	
IN	109				The system must allow each user to set up a calendar on a monthly basis identifying days and time available for appointments.	
IN	110				The system must have the ability to notify the case manager supervisor of a needed appointment if the associated case manager is out of the office.	
IN	111				The system must have the ability to notify designated DIDS staff when necessary appointments are coming, due, past due, or scheduled.	
IN	112				The system must allow the case manager supervisor to reassign case manager appointments as needed.	
IN	113				The system must have the ability to map appointment locations to facilitate scheduling.	
					Service Recipient Enrollment Tracking	
					Enrollment	
IN	114				The system must have the ability to identify those service recipients on the wait list, on a monthly basis or at the discretion of the user considered for DIDS enrollment based on criteria defined by DIDS by Region and State.	
IN	115				The system must allow the user to approve or disapprove service recipients identified for consideration to begin enrollment based on the user's security role and rights at the regional office level.	

IN	116				The system must route all service recipients approved for consideration to begin enrollment to Central Office staff as determined by DIDS for Central Office Enrollment approval.	
IN	117				The system must have the ability to create a Notification Letter to Begin Enrollment to Services for a service recipient approved for enrollment.	
IN	118				The system must allow the user to modify the Notification Letter for Enrollment to Services as necessary.	
IN	119				The system must have the ability to allow the user to print the Notification Letter for Enrollment either locally or centrally at the discretion of the user.	
IN	120				The system must track the generation of all Notification Letter for Enrollment by date generated and service recipient identifier.	
IN	121				The system must maintain all current and historical dates of enrollment.	
IN	122				The system must have the ability to create a Notification Letter for Denial of Enrollment for services for a service recipient denied for enrollment.	
IN	123				The system must have the ability to allow the user to print the Notification Letter for Denial of Enrollment either locally or centrally at the discretion of the user.	
IN	124				The system must track the generation of all Notification Letter for Denial of Enrollment by date generated and individual identifier.	
IN	125				The system must allow the user to modify the Notification Letter for Denial of Enrollment to Services as necessary.	
IN	126				The system must maintain all current and historical dates of enrollment denial as well as the reasons for denial.	
IN	127				The system must allow the cancellation of enrollment process with reason code.	
					General Intake – Pre-Admission Evaluations (PAE)	
IN	128				The system must have the ability to create and maintain online all current and historical Pre-Admission Evaluations for a service recipient.	
IN	129				The system must track the generation of all Pre-Admission Evaluations by date generated and individual identifier.	

IN 130				The system must maintain Pre-Admission Evaluation (PAE) information including as a minimum: * PAE approval dates (Approved From and Through) * PAE Reviewed Date * PAE Reviewed By * IQ Test Score * Date IQ Test Administered * Type of IQ Test * Primary Diagnosis * Secondary Diagnosis * Other Diagnosis * Current Medication Name * Current Medication Route / Dosage / Frequency	
IN 131				The system must have the capability to link Pre-Admission Evaluation forms to a service recipient by date of form and service recipient identifier.	
IN 132				The system must assign a new unique identifier for each Pre-Admission Evaluation form completed for tracking purposes.	
IN 133				The system must automatically populate the Pre-Admission Evaluation forms with the applicable service recipient information if available.	
IN 134				The system must have the ability to link imaged/scanned Pre-Admission Evaluation documents to a service recipient by date of form and individual identifier.	
IN 135				The system must have the ability for the user to create the Pre-Admission Evaluation Plan of Care online.	
IN 136				The system must maintain the Pre-Admission Evaluation Plan of Care information including as a minimum: * Waiver Service Name * Amount * Frequency * Duration * Units	
IN 137				The system must allow users to add or update Pre-Admission Evaluation Plan of Care information based on the user's security roles and rights.	
				DHS 2350	
IN 138				The system must have the ability to create and maintain online all current and historical DHS 2350 forms for a service recipient.	

IN	139				The system must maintain DHS 2350 form information including as a minimum: * Date admitted to Home and Community Based Services (HCBS) * Nursing Care Daily Rate of Charge * Patient's Income on a Monthly Basis * Source of Service Recipient's Income * Date of 1st day of Medicare Covered Level II Care Coverage	
IN	140				The system must have the capability to link DHS 2350 forms to a service recipient by date of form and service recipient identifier.	
IN	141				The system must assign a new unique identifier for each DHS 2350 form completed for tracking purposes.	
IN	142				The system must automatically populate the DHS 2350 forms with the applicable service recipient information if available.	
					Business Requirements - Individual Services Planning Requirements	Comments
					Individual Services Planning Entry and Maintenance	
ISP	1				The system must allow users to create and / or update plans only for those service recipients receiving service under their coordination.	
ISP	2				The system must provide the ability for authorized users to create and / or update an Individual Support Plan and Individual Support Plan data.	
ISP	3				The system must automatically populate the ISP with the applicable service recipient information if available.	
ISP	4				The system must maintain access to all current and historical service recipients Individual Support Plans (ISP) as appropriate in their entirety.	
					The system must support the following sections of an Individual Support Plan as a minimum:	
ISP	5				* Face Sheet * Section A - Personal Focus * Section B - Action Plan * Section C - Services and Supports * Section D - Behavior Support Plan * Section E - Planning Meeting Signature Sheet (Community ISP) * Section E - Self Direction of Services and Planning Meeting Signature Sheet (Self Determination Waiver) * Individual Budget Worksheet (Self Determination Waiver)	
ISP	6				The system must have the ability to accommodate future changes to the Individual Support Plan format without significant reprogramming efforts.	
ISP	7				The system must automatically populate the Individual Support Plan with service recipient demographic information if available.	

ISP	8				The system must maintain a record of the user who created and / or updated the Individual Support Plan including as a minimum: * User Identifier * Date / Timestamp	
ISP	9				The system must require the user to indicate the reason for the creation or update of an ISP including: * Service Recipient Transition * State Funded Services Request * First 30 day Section C ISP - authorization for services * Initial ISP * Annual ISP * ISP Amendment	
ISP	10				The system must allow the user to indicate sections of the ISP modified.	
ISP	11				The system must have the ability to calculate the ISP effective date based on DIDS defined criteria.	
ISP	12				The system must have the appropriate edits to prevent the user from modifying the ISP effective date where the modification would not adhere to DIDS defined criteria.	
ISP	13				The system must direct the user to the appropriate data collection screens for each service recipient ISP and shall specify the information to be collected.	
ISP	14				The system must allow the user to save information as completed by the user for submission later.	
ISP	15				The system must allow authorized users to view Individual Support Plans that are in progress, completed, submitted, or approved.	
ISP	16				The system must maintain all current and historical ISP planning meeting information including as a minimum: * Date of Planning Meeting * Time of Planning Meeting * Location of Planning Meeting * Meeting Attendees * Meeting Outcome	
ISP	17				The system must allow the user to enter the information for each subsection in Section A 'Personal Focus' in a free text format where each subsection may be at a minimum 2000 characters.	

ISP	18				The system must maintain all current and historical ISP Section A - Personal Focus information for service recipients including as a minimum: * Personal Focus * Description of the Person's Life * What Else is Important to this Person? * Personal Funds Management * Decision-Making * Communication * Other Important Things that Supporters Should Know	
ISP	19				The system must allow the user to enter the information for each subsection in Section B 'Action Plan' in free form text with the exception of the Responsible Party / Entity and Projected Timeframes where each subsection may be at a minimum 800 characters.	
ISP	20				The system must maintain to all current and historical ISP Section B - Action Plan information for a service recipient including as a minimum: * Personal Outcome * Outcome and Personal Choice * Action Needed * Responsible Person or Entity * Projected Timeframes * Supports for Daily Life * Activity * Action Needed * Responsible Person or Entity * Projected Timeframes * Other Risks in this Person's Life * Risk and Personal Choice * Action Needed * Responsible Person or Entity * Projected Timeframes * Supports for Non-routine Events * Event * Action Needed * Responsible Person or Entity * Projected Timeframes * Planning Meeting Follow Up Issues * Discussion Item * Action Needed * Responsible Person or Entity * Projected Timeframes	
ISP	21				The system must allow the user to indicate the Responsible Party or Entity.	

ISP	22				The system must allow the user to select the projected begin and end dates for each subsection of the service recipient Section B ISP.	
ISP	23				The system must prevent the user from selecting projected dates that are prior to the ISP effective date.	
ISP	24				The system must prevent the user from selecting projected begin and end dates that are more than 12 months from the ISP effective date.	
					ISP Service Item Entry and Maintenance	
ISP	25				The system must maintain online access to all current and historical service recipient Section C Services and Supports ISP DIDS and HCBS Waiver Services and Supports including as a minimum: * Service or Support Program * Service Name * Type of request * Continue Service * Add New Service * Assessment * End Service * Increase Service * Decrease Service * Type of Service * Fund Source * Provider Name * Site Name * Site Code (auto-populated from service recipient record) * Start Date * End Date * Number of Units * Status (Approved, Denied, Denied & Partially Approved, In Process) * Plan Reviewer Name * Date of Status * Service Supported by Action Plan Indicator	
ISP	26				The system must allow the user to select from a listing of available services for the Service Recipient's Service Delivery Program by Service Name.	
ISP	27				The system must provide the ability for a user to view a description of a selected service within the Individual Support Plan.	
ISP	28				The system must only allow requesting services for future date.	
ISP	29				The system must have the appropriate edits and audits to either allow or not allow entry of selected service names based on DIDS policy and Service Delivery Program rules.	

ISP	30				The system must prompt the user when a service requested requires additional documentation to be attached supporting the request for the service.	
ISP	31				The system must allow the user to attach supporting documentation.	
ISP	32				The system must not allow the ISP time interval between start and end date of the service to be more than twelve months.	
ISP	33				The system must allow the user to choose from a listing of providers who have the appropriate qualifications to perform the selected service in a geographically appropriate area.	
ISP	34				The system must prohibit users from selecting a provider who is not appropriately qualified to perform services based on DIDS defined criteria.	
ISP	35				For residential services, the system must not allow the planned start day of the service to be before the date the home has passed inspection, nor can it extend beyond the date the home is next due for inspection unless authorized by designated DIDS users.	
ISP	36				The system must allow authorized DIDS users to override designated system edits with appropriate approvals as determined by DIDS.	
ISP	37				The system must maintain all current and historical service recipient Section D ISP information, Behavior Support Plan.	
ISP	38				The system must allow the user to upload and attach the behavior support plan to the associated ISP.	
ISP	39				The system must maintain all current and historical service recipients Section E, Planning meeting signature sheet, information.	
ISP	40				The system must allow the user to attach to the ISP the Planning Meeting Signature Sheet.	
ISP	41				The system must display the completed ISP for review by the user. The system will allow the user to make any necessary changes to the ISP prior to submittal.	
ISP	42				The system must allow the user to print, fax, or internal email (PDF format) the final approved ISP.	
ISP	43				The system must display a confirmation on the screen to the user following successful submission.	
ISP	44				The system must prompt the user to determine if the user wishes to print the confirmation.	
ISP	45				The system must route the submitted ISP to the appropriate DIDS designated service plan reviewer using the service recipient identifier.	

ISP	46				The system must maintain online access to all current and historical service recipients ISP supporting documentation uploaded and attached to the service recipient ISP.	
					ISP Review and Approval Tracking	
ISP	47				The system must have the ability to route the ISP to the appropriate authorized DIDS user based on criteria set by DIDS including but not limited to service recipient region, submitting ISC, service recipient identifier, or service recipient name.	
ISP	48				The system must support date specific, temporary, or permanent assignment of ISP review functions to user caseloads by zip code, county, or other method as specified by DIDS.	
ISP	49				The system must have the capability to create and maintain a confidential ISP caseload, and only specified users may view and / or update the service recipient ISP based on the user's security access.	
ISP	50				The system must allow the user to conduct queries on their own ISP caseloads, such as requesting all ISPs that are due for review within a given month.	
ISP	51				The system must allow queries on ISP caseload information by State, Regional Office, and County.	
ISP	52				The system must appropriately alert the Service Plan Reviewer of a new ISP submitted for review.	
ISP	53				The system must allow the user to perform keyword searches of the submitted ISP and attached documents for words or phrases as specified by the user.	
ISP	54				The system must allow the user to approve or deny services submitted within a service recipient's ISP at the line item level.	
ISP	55				The system must allow authorized users to modify the number of units requested on a service recipient's ISP at a line item level. Once modified, the system shall mark the status of the original request as denied and shall duplicate the old record with a new service line item with the modified units.	
ISP	56				The system must require the plans reviewer to enter or select from a listing of denial reasons, a reason for denial for all services denied or partially denied.	
ISP	57				The system must allow users to view services approved.	

ISP	58				The system must appropriately notify all parties as defined by DIDS after review of a submitted ISP and approval or denial services.	
					ISP Cost Plan	
ISP	59				The system must collect the information from what we call the "service plan cost record" , including as a minimum: - Service Recipient unique identifier - Fiscal year - Description of the service - Service Code - Maximum allowable cost for each fiscal year (pro-rated service plan units for each fiscal year times the service rate) - DIDS delegated authority (funding source) - DIDS cost center and object code - Date approved - Service Plan Start Date - Service Plan End Date - Status	
ISP	60				The system must automatically calculate the total cost for each service item requested based on the service timeframe, unit rate, type, number of units requested, level of need and cost by unit.	
ISP	61				The system must automatically calculate the total cost for all services requested.	
ISP	62				The system must prompt the user if the total amount for services requested exceeds the service recipient's Service Delivery Program maximum.	
ISP	63				The system must have the ability to calculate max units allowed for a service by calendar year, fiscal year, ISP year, and Waiver year.	
ISP	64				The system must allow the creation of Individual Support Plans where services requested are for as much as one year and may span a waiver year and / or a fiscal year.	

ISP	65				The system must flag all changes to the service recipient service plan entries including as a minimum: - Service plan entry is ended prior to the original end date - Service plan entry end date is extended - Number of authorized units is changed - Funding source is changed for a service plan entry	
					Provider Set-Up and Maintenance System Requirements	Comments
					Provider User ID Creation	
PR	1				In order to create a new provider, the system must capture information including as a minimum: * Agency Name * First Name * Middle Name * Last Name * Address Line 1 * Address Line 2 * City * State * Zip Code * Phone Number * Email Address * Unique Username * Password	
PR	2				The system must follow state standard security requirements for user name and password setup.	
					Provider Application	
PR	3				The system must support multiple provider types to include as a minimum: * Long Term and Respite Supports * Support Coordination * Behavior Services * Clinical Services * Credentialing for Dentistry and Vision Providers * General Services * Pre-Grant Contract Applications	
PR	4				The system must capture the required data for each provider type.	

PR	5				The system must capture and store provider information. These fields include as a minimum: * Name of Organization * Name of Applying Person * Social Security Number of Applying Person * Date of Birth of Applying Person * Email Address of Applying Person * National Provider Identifier (NPI) * Federal Employer Identification Number (FEIN) * Address * City * State * Zip Code * Phone Number * Fax Number * Type of Organization * Corporation - Non-Profit * Corporation - For-Profit * Sole Proprietorship * Limited Liability Corporation * Limited Partnership * Business Ownership * Government Owned * Minority Owned * Non-Minority Owned * Female Owned * Ownership Ethnicity	
PR	6				The system must require and save information for all provider executive director(s) including as a minimum: * Executive Director Name (First and Last Name) * Executive Director Address * Executive Director City * Executive Director State * Executive Director Zip Code * Executive Director Phone Number * Executive Director Email Address	

PR	7				The system must require the user to enter applicable information for all provider board members including as a minimum: * Board Member Name (First and Last Name) * Board Member Address * Board Member City * Board Member State * Board Member Zip Code * Board Member Phone Number * Board Member Email Address * Board Member Title (ex: Board Chair)	
PR	8				The system must require the user to indicate which counties they are proposing to provide services in.	
PR	9				The system must allow the user to attach required supporting documentation in electronic format to the application prior to submittal including as a minimum: * Articles of Incorporation * Copy of Licenses in all States (existing agencies) * Quality Assurance Reports * Insurance Policies * Accreditation * Resumes of principals * Certifications * Business License * Inspection Results (Homes)	
PR	10				The system must allow electronic signatures on applications filed via the internet. Electronic signatures must be per Policy 14 (Electronic and Digital Signatures) of the Information Systems Council (ISC) Information Resources Policies. See http://www.tn.gov/finance/oir/policies/	
					Provider Data Entry and Maintenance	
PR	11				The system must have the ability to merge into one unique individual identifier all of the history for the Provider given multiple identifiers in error and allow the user to view the history associated with the identifier.	
PR	12				The system must maintain identification of all previous Provider ID(s) for a Provider cross-reference to the most current Provider ID.	
PR	13				The system must maintain comprehensive current and historical information about DIDS providers including as a minimum information about: * New Applicant * Qualified Applicant * Contracted Providers	

PR 14				The system must have the ability to maintain date effective provider program eligibility and enrollment status codes with associated effective and end dates. Example of provider status codes include as a minimum: * Application pending * Active * Voluntary suspension * On-review * Voluntary termination * Involuntary termination * Involuntary suspension * No claim activity last 2 years * Inactive	
PR 15				The system must allow authorized users to place limitations for specified time periods including as a minimum: * Number of service recipients a provide may render services to * Number of services a provider may render * Number of sites where a provider may render services * Type(s) of services a provider may render	
PR 16				The system must have the ability to assign date effectively to the various provider status codes and must have the ability for the user to indicate reason(s) for the status.	
PR 17				The system must allow the authorized users to update a provider's status.	

PR	18				The system must have the ability to maintain current and historic provider information including as a minimum: * Name of Organization * Telephone Number * Fax Number * Executive Director (if applicable) * Email Address * Website * Board Chairperson * Type of Organization * Corporation - Non-Profit * Corporation - For-Profit * Sole Proprietorship * Limited Liability Corporation * Limited Partnership * Business Ownership * Government Owned * Minority Owned * Non-Minority Owned * Female Owned * Ownership Ethnicity * Employer Identification Number. * Out of state provider indicator * National Provider Identifier	
PR	19				The system must have the ability to support multiple addresses associated with a Provider including as a minimum: * Physical Address * Mailing Address * Billing Address * Site Address(es) * Executive Director Address(es)	
PR	20				The system must provide edits for provider address standardization.	
PR	21				The system must have the ability to maintain current and historical provider physical address information including as a minimum: * Provider Physical Address Line One * Provider Physical Address Line Two * Provider Physical Address City * Provider Physical Address State * Provider Physical Address Zip Code * Effective Date of Address * End Date of Address	

PR	22				The system must allow multiple physical address records to be associated to a Provider record.	
PR	23				The system must have the ability to maintain current and historical provider mailing address information including as a minimum: * Provider Mailing Address Line One * Provider Mailing Address Line Two * Provider Mailing City * Provider Mailing State * Provider Mailing Zip Code * Effective Date of Address * End Date of Address	
PR	24				The system must allow multiple mailing address records to be associated to a Provider record.	
PR	25				The system must allow authorized users to designate the priority of provider mailing address records for purposes such as provider notifications.	
PR	26				The system must have the ability to maintain current and historical provider billing address information including as a minimum: * Provider Billing Address Line One * Provider Billing Address Line Two * Provider Billing City * Provider Billing State * Provider Billing Zip Code * Effective Date of Address * End Date of Address	
PR	27				The system must allow multiple billing address records to be associated to a Provider record.	
PR	28				The system must have the ability to maintain current and historical alternate Provider identification numbers along with the source of that number including as a minimum: * National Provider Identifier (NPI) * Federal Tax Number and Location Modifier * DEA Number * Federal Medicare Number * State Medicaid Number	
PR	29				The system must have the ability to verify federal tax ID numbers with IRS, per IRS rules, at the time of provider enrollment, and on a periodic basis thereafter.	
PR	30				The system must support the National Provider Identifier and be used for provider enrollment and processing.	

PR	31				The system must have the ability to verify National Provider Identifiers with CMS, per CMS rules, at the time of provider enrollment, and on a periodic basis thereafter.	
PR	32				The system must alert the provider as deemed necessary by DIDS when an executive director change occurs for purposes such as background checks.	
PR	33				The system must allow multiple board member records to be associated to a provider record.	
PR	34				The system must alert designated DIDS staff when a board member change occurs.	
PR	35				The system must alert the provider as deemed necessary by DIDS when a board member change occurs for purposes such as background checks.	
PR	36				The system must have the ability to track current and historical Provider ownership information including as a minimum: * Owner Name * Owner Title * Owner Social Security Number * Percent Ownership * Effective Date * End Date	
PR	37				The system must allow multiple owners to be associated to a Provider record.	
PR	38				The system must have the ability to transfer provider ownership without re-entry of duplicate information.	
PR	39				The system must have the ability to process changes in provider ownership in which a new owner assumes liability for all activity performed by the provider prior to the ownership change.	
PR	40				The system must have the ability to identify, cross-reference, and link one provider owner to many rendering providers and one rendering provider to many owners.	

PR	41				The system must have the ability to maintain current and historical provider employee information as provided by the provider including as a minimum: * Employee Full Legal Name * Employee Social Security Number * Employee Date of Birth * Employee Citizenship Status * Employee Address * Employee Gender * Employee Race * Role within Organization * Background Check Completed Indicator * Required Training Completed Indicator * Licensure Indicator	
PR	42				The system must allow multiple employees to be associated to a Provider record.	
PR	43				The system must have the ability to identify, cross-reference, and link one employee record owner to many rendering providers and one rendering provider to many employee records.	
PR	44				The system must have the ability to maintain current and historical provider background check and fingerprint information.	
PR	45				The system must have the ability to maintain Education information for specified DIDS providers / provider employees. Education information includes as a minimum: * Education Institution * Begin and End dates of education * Degree * Location	
PR	46				The system must allow multiple education records to be associated to a provider employee record.	
PR	47				The system must have the ability to maintain professional experience information for specified DIDS providers / provider employees Professional Experience information includes as a minimum: * Date of experience * Location of experience * Type of Experience	

PR	48				The system must have the ability to maintain current and historical information on approved services that may be provided by that provider including as a minimum: * Region(s) where the service is offered * County where service is offered * Effective dates of service * Service Category Identification Number * Service Category description	
PR	49				The system must allow multiple approved service records to be associated to a provider record.	
PR	50				The system must allow designated DIDS users to add or update Provider service information as defined by the user's security roles and rights.	
PR	51				The system must have the ability to maintain all current and historical Provider licensure / certification information including as a minimum: * License / certification type * License / certification Number * Date of Issuance * Effective dates of license * Provisional Indicator	
PR	52				The system must have the ability to associate provider licenses / certifications to specific approved services for that provider.	
PR	53				The system must have the ability to capture licensing information electronically from external agencies (e.g. Department of Health, MHDD).	
PR	54				The system must have the ability to flag or identify a provider and notify designated DIDS users when receiving a license status update.	
PR	55				The system must have the ability to capture all provider licenses, to include certifications and permits as determined to be necessary by DIDS.	
PR	56				The system must have the ability to identify whether a license / certification are mandatory or not, as it applies to each service that provider may render under that license.	
PR	57				The system must have the ability to flag or identify a provider and notify designated DIDS users when a provider's license / certification are no longer active.	
PR	58				The system must have the ability to generate notice to providers at a timeframe designated by DIDS prior to the end date of the provider's license.	
PR	59				The system must have the ability to generate a system alert to providers and designated DIDS users sixty days prior to the end date of the provider's license.	

PR	60				The system must have the ability to maintain all current and historical Provider liability insurance information including as a minimum: * Type of liability insurance: * Workers' Compensation / Employers' Liability * Comprehensive Commercial General Liability * Automobile Coverage * Professional Malpractice Liability * Coverage Description * Insurance Company * Policy Number * Exceptions and Exclusions * Policy Effective Date * Policy Expiration Date * Limits of Liability * Name of Insured * Address of Insured	
PR	61				The system must have the ability to flag or identify a provider and notify designated DIDS users when receiving a liability insurance update.	
PR	62				The system must have the ability to capture all provider liability insurance information as determined to be necessary by DIDS.	
PR	63				The system must have the ability to flag or identify a provider and notify designated DIDS users when a provider's liability insurance is no longer effective.	
PR	64				The system must have the ability to generate notice to providers at a timeframe designated by DIDS prior to the expiration date of the provider's liability insurance.	
PR	65				The system must have the ability to generate a system alert to providers and designated DIDS users sixty days prior to the expiration date of the provider's liability insurance.	
PR	66				The system must allow the user attach an electronic copy of the provider contract to the related provider record.	
PR	67				The system must contain a document management component, which must associate all correspondence and documents to the provider's record.	
PR	68				The system must support free-form comments when required to explain standard provider data.	
PR	69				The system must support a process to suspend, terminate or withhold payments from providers.	
PR	70				The system must accept retroactive changes to the Provider file including who entered the change, when and why making the change.	

PR	71				The system must provide an audit history for all changes made to a provider record including the individual who entered the change, when and why making the change.	
PR	72				The system must maintain comprehensive current and historical information about providers site locations including as a minimum: * Type of Site * Office * Day Service * Residential * Site Address * Site Code * Site Effective Dates * Site Code Status * Inspection Results	
PR	73				The system must have the ability to identify, cross-reference, and link one site code record to many rendering providers and one provider to many site codes.	
PR	74				The system must have the ability to accept and maintain the number of beds (licensed / un-licensed) in addition to other DIDS-specified data elements for each provider site code.	
					Provider Contracts	
PR	75				The system must have the ability to define types of provider contracts (e.g. Grant contracts, DPA contracts, DGA contracts, provider contracts).	
PR	76				The system must have the ability to maintain current and historical provider contract information including as a minimum: * Contract Number * Contract Effective Dates * Vendor Number * Accepted By * Accepted by Title * Date Accepted * Authorized By * Authorized by Title * Date Authorized * Allotment * Cost Center	

PR	77				The system must have the ability to maintain current and historical provider contract statuses including as a minimum: * Drafted * Contract ready for vendor * Vendor approved * DIDS approved * Expired * Closed	
PR	78				The system must allow authorized users to update the status of the provider contract.	
PR	79				The system must be able to accept scanned documents and attach these to the provider contract record (e.g. final signed contract).	
PR	80				The system must provide for contract revisions.	
PR	81				The system must maintain an audit history of all changes made to a contract and will capture who made the change, what the change was, and the date / timestamp of the change made.	
PR	82				The system must provide the ability for the user to search for a specific contract using contract information as the key including as a minimum: * Status of the contract * Contract Number * Vendor number * Region * Expiration Date of Contract * Statewide Vendor Identifier	
					Provider Search	
PR	83				The system must provide the ability for users to search the Provider databases online using provider information as the key including: * Provider Name (Organization Name) * Social Security Number * Provider FEIN * Provider Identifier * Provider NPI * County * Service * Employee First and Last Name * Site Code	
PR	84				The system must provide the ability for the user to search the database online using the provider's partial SSN or partial name.	

PR	85				The system must provide phonetic name search capabilities.	
PR	86				The system must allow the user to search the database on one or more fields.	
PR	87				The system must allow the user to determine the number of results to display per page of results.	
PR	88				The system must allow the user to sort the results of the search by returned information using one or more sorts on the information.	
PR	89				The system must allow the user to update search criteria and perform another provider search.	
PR	90				The system must allow the user to search for current or prior DIDS providers.	
PR	91				The system must provide the ability for the user to print the results of the provider search.	
PR	92				The system must provide the ability for the user to extract the results of the search to a Microsoft excel spreadsheet, Microsoft Word Document or other means as determined by DIDS.	
					Provider Reports and Alerts	
PR	93				The system must alert the appropriate providers and / or designated DIDS staff including as a minimum: * License expiration * Provider certification expiration * Provider contract expiration * DIDS Provisional Expiration * Insurance Expiration * Ownership Changes * Executive Director Changes * Board Member Changes	
					Provider Communications	
PR	94				The system must support different notifications to send to providers by program, based on business rules. Notifications include as a minimum: * Notification of Applicant approved as Qualified Applicant * Notification of Contract Approval * Notification of Pending License Expiration * Notification of Pending Provisional Expiration * Notification of Provider Information Change (Provider must also notify the Department of Health) * Notification of Service Delivery Program Changes * Notification of Status of Service Recipients being Served	
PR	95				The system must have the ability to link provider notifications to related documentation in the system to the related provider record.	

					Provider Claims	
					Claims View / Download	
PC	1				The system must allow the provider access to only those service recipients receiving services under their coordination.	
PC	2				The system must allow the provider to search for services billed on behalf of a service recipient who receives services under their coordination.	
					Claims On-line Data Entry	
PC	3				The system must support 24 x 7 on-line claim data entry for all providers starting with the entry of the following minimum selection criteria: - Service Recipient Name - Service Code - Type of Claim (delivered service vs. adjustment/ recoupment)	
PC	4				The system must pre-populate the claim with information based on the service recipient and service code selection.	
PC	5				The system must accept claim entry of the following minimal information: - Date(s) of Service (date span or date specific) - Number of Units Claimed - Service Code Rate (populated with override capability) - Dollars Claimed (entered or calculated) - HCPCS Code (if not pre-populated and required for example on the ancillary claims)	
PC	6				The system must provide tracking that includes as a minimum the following: - Whether service recipient's Medicaid eligibility has expired or approaching expiration - Whether service recipient is approaching 1 year or expired certification - Whether service recipient is approaching or has reached maximum units for a service level - Whether service recipient is approaching or has reached maximum annual limits - Whether service recipient has 3rd party insurance	
PC	7				The system must allow for entry of services provided during a user-specified date range.	
PC	8				The system must distinguish between weekend-days and weekdays on the data entry screen.	
PC	9				The system must allow for the set-up of caseloads and / or case management rosters billed monthly.	

PC	10				Based on the selection of the caseload and / or the case management roster, the system must display all service recipients in the caseload or roster for checking or not, depending on whether submitting a claim for delivery of case management.	
PC	11				For each checked service recipient, the system must create a unique claim.	
PC	12				The system must maintain claims according to the waiver specification identified for each service code to include as a minimum: - Date span - Date specific	
PC	13				The system must provide for online entry of the service code rate at the time the claim is entered (Note: the service rate can be for less than the maximum rate allowable, but not greater than the maximum rate allowable).	
PC	14				The system must provide an up-front data entry validation and notify the data entry person of the reason when a claim is not accepted.	
PC	15				The system must specify the appropriate units of measure for entry as defined by the services table edits.	
PC	16				The system must apply the appropriate edits and controls to prevent the user from entering information that is not allowed (e.g. not allowing an alpha character for entry in a number only field, starting a field with a space).	
PC	17				The system must display a confirmation on the screen following successful submission.	
PC	18				The system must provide the user the option to print a claim.	
PC	19				The system must display an alert when a claim is outside rules boundaries, i.e. for 2nd day service for that day.	
					Claims Electronic Upload Capability	
PC	20				The system must support an electronic claims upload in a standard format used by all providers.	
PC	21				The system must accept claims using the appropriate HIPAA-compliant encryption protected format.	
PC	22				The system must not limit the file size or number of claims submitted electronically.	
PC	23				The system must return a reconciliation document with the number of claims received and the dollar value.	

PC	24				The system must process electronically submitted claims through the same online entry edits where the claim must meet "minimum" criteria for acceptance for further processing. This will include as a minimum the following: - Claim is for a future service date - Claim date is older than 1 year (or timeframe defined by the DIDS user) - Provider Federal Identification is invalid - Service recipient SS# is invalid - Service recipient Medicaid ID is invalid - Claim service end date is less than the service start date - Service date is outside the range of service recipient Certification date (applies to ISC claim entry only).	
PC	25				The system must not allow submission of claims that would not be accepted into the batch due to failure to meet minimum entry requirements.	
PC	26				The system must log all electronic submitted claims as "pending" until they are processed through Claims Validation.	
					Claims Validation	
PC	27				The system must allow the user to add, change, or delete edits and audits.	
PC	28				The system must evaluate all newly entered and uploaded claims against DIDS edits, audits and business rules in preparation for release for payment.	

PC	29				The system must ensure claims are validated including as a minimum the following validation / edit criteria: - Service date is prior to the service recipient Enrollment date - Service date is outside the range of service recipient Certification date - Service date is outside the range of Medicaid eligibility - Service date is outside the range of Patient Liability - Service date is outside the range of the service recipient authorized service plan - Service recipient has invalid DHS unique identifier (required for waiver services) - Claim units exceed the service recipient annual authorized units - Claim units exceed the daily, weekly or monthly maximum for the service code - Claim units exceed the authorized units for a prescribed date range of the time per the service code requirements - PAE date is greater than 90 days prior to service recipient enrollment date - Date of death falls within the date span of the claim - Claim units exceed the number of business days in the month for services identified for business days only - Claim entered with a weekend date for a service supported on week days only - Claim entered with a weekday date for a service supported on weekends only	
PC	30				The system must have the ability to support an unlimited number of user-defined edits used in claims validation.	
PC	31				The system must allow edit rules to vary (at a minimum) by service level, claim type, age of client and provider.	
PC	32				The system must re-process Adjustments through all edits and audits after applying corrections to a claim or service recipient information.	
PC	33				The system must provide business rules functionality for alternative methods of resolving "denied" claims including as a minimum: - Allow authorized user to resolve duplicated dates of service and service type for the same recipient when part of the claim units are reimbursable by TennCare and part are approved by DIDS for state funding - Allow for the authorized user to approve an "accepted" unit amount to process when over the maximum is submitted by the provider - Allow the authorized user to revise the funding source from waiver funded to state funded and release the claim from "Denied" for immediate payment processing (when claim will not pass TennCare reimbursement regulations)	

PC	34				The system must provide an immediate response to the provider on claims which are "denied" and which will not pass validation and provide the reason, including as a minimum the following examples: - Claim is an exact duplicate (provider, service recipient, service code and date of service) - Service date outside the range of provider / ISC: * Agreement * Licensure and Certification * Liability insurance	
PC	35				The system must mark and maintain the service plan units spent when the claim passes validation ("Approved" status) for the term of the Individual Support Plan and for these categories including as a minimum: - Waiver Year - Calendar Year - Fiscal Year	
PC	36				The system must calculate the claim amount when presenting units against the service code maximum rate for the date range of service from the service code table or from the rate entered at the time of the claim data entry.	
PC	37				The system must price all waiver reimbursement eligible claims per Tennessee Medicaid Program policy, benefits, and limitations as defined by DIDS.	
PC	38				The system must provide for the selection of specific service recipient "Denied" claims and allow the authorized user to re-submit the claim for validation in the event service units become available, service recipient information changes or provider information changes that would facilitate the validation of the claim.	
PC	39				The system must isolate claims for service recipients with 3rd party insurance funding sources so these claims are submitted to the insurer first and prior to full validation of the claim for submission to DIDS in accordance with DIDS rules, and suspend the claim until 3rd party insurance coverage has been exhausted.	
PC	40				The system must accept provider input of the 3rd party insurance coverage amount and pass the claim onto validation.	
PC	41				The system must calculate for provider payment the remainder of the claim balance beyond the 3rd party insurance funding sources amount, if a claim meets spend-down.	
PC	42				The system must submit all reimbursement claims, even when the 3rd party insurance funding source reduces the claim amount to zero. This is required to insure proper accounting of units spent.	

					Claims On-line Adjustment (Recoupment)	
PC	43				The system must allow the user to enter an adjustment to a paid claim. This causes the claim to be "recouped" or "voided" for the service recipient, the service date(s) and the service level for submission of a new claim.	
PC	44				The system must support general on-line look-up of paid claims to locate the claim(s) to be recouped by specified selection criteria including as a minimum: - Claim Unique Identifier - TennCare Control Number - Service Recipient - Provider - Provider Site - Claims entry date - Claims service date / range - Service name	
PC	45				The system must provide the ability to select and mark the displayed paid claim(s) for recoupment.	
PC	46				The system must ensure that the recouped claim(s) retain the DIDS Claim Unique Identifier and the TennCare Control Number (for waiver reimbursed claims) for further processing.	
PC	47				The system must return the service units and open the date of service for service recipient's future billings when validating the recoupment.	
PC	48				The system must restrict adjustments to an "age" timeframe pre-determined by DIDS business rules.	
PC	49				The system must provide for attachments and tie them to the submitted claims they reference (e.g. justification, supporting documentation).	
					Claims On-line Viewing and History	
PC	50				The system must retain all information as dated segments, with status on the claim as part of the claims history.	

PC	51				The system must provide the ability for the user to search current claims within the online database using any of the specified selection criteria. This includes as a minimum: - Claim Status - Claim Unique Identifier - Service Recipient - Provider - Provider site - Claims entry date - Claims service date / range - Service name - Claim type (Note: The claims view can be very broad or very specific and restricted, depending upon how many of the criteria are filled in with specific requests.)	
PC	52				The system must provide the ability for the user to search historical claims within the database on-line using any of the specified selection criteria including as a minimum: - Claim Unique Identifier - Service Recipient - Provider - Provider Site - Claims entry date - Claims service date / range - Service level - Claim type - Claim Status	
PC	53				The system must provide the option to download or print the results of claims inquiries.	
					Claims Submission and Release for Payment	
PC	54				The system must enforce all submissions through the Claim Validation process.	
PC	55				The system must assign unique claim control numbers and batches to claims and accompanying documentation.	
PC	56				The system must produce online and hardcopy balancing and control reports (claims count and dollars total).	
PC	57				The system must reconcile all claims submitted for processing and provide confirmation of the batch claims and totals released to DIDS.	

PC	58				The system must allow the user to search and display or report claims, including as a minimum: - By date range of service - By claim status - By provider - By provider site - By service code - By service recipient	
PC	59				The system must provide the option to download or print the results of the search.	
PC	60				The system must allow the authorized user to approve electronically in order to attest that release of claims and adjustments to DIDS represent valid, documented, and auditable services. Electronic signatures must be per Policy 14 (Electronic and Digital Signatures) of the Information Systems Council (ISC) Information Resources Policies. See http://www.tn.gov/finance/oir/policies/	
					Provider Claims Reporting and Alerts	
PC	61				The system must provide detail and summary reports of "approved" claims ready for submission based on selection criteria and sort criteria specified at run time including as a minimum: - Batch Identifier - Service Recipient - Claim Type (new entry vs. adjustments) - Date Range - Provider - Provider Site - Service Level - Cost Center - Claims with 3rd party applied payments	
PC	62				The system must report claims charge amount and balance, and reflect all 3rd party insurance applied payments.	
PC	63				The system must provide sub-totals and summary totals on all claims and adjustments reports.	
					Provider Claims Payments	
					Provider Claims Payments Review and Approval	
PC	64				The system must provide processing for claim recoupment before claims to ensure release of units and dates of service prior to re-billing.	

PC	65				The system must allow authorized Special Services users to release and submit qualifying waiver reimbursement claims and claim specific adjustments with the status of "Released by DIDS" to the TennCare Waiver Reimbursement process with the following information including as a minimum: - Date Released by DIDS - Approved by	
					Provider Claims Payments Inquiry	
PC	66				The system must provide the ability for any authorized user to search the provider claims database on-line by the following criteria including as a minimum: - Provider Batch Submission Number - Claim Status - Invoice Number - Voucher Number - Payment Warrant Number - Provider Name - Date Submitted to DIDS - Period Submitted to DIDS - Date Submitted To F&A - Date Processed by F&A	
PC	67				The system must provide the authorized user the ability to select an invoice, and drill down to see the detail line item financial information including as a minimum: - Provider Batch Number - Claim Type (Claim or adjustment) - Date claim or adjustment submitted to DIDS - Date claim or adjustment processed by F&A - Provider Name - Provider Site - Service Recipient(s) - Service Date - Service Code - Service Units - Amount - Date Processed by F&A	

PC	68				The system must provide on on-line search of a specific claim to view all of the statuses and dates of status including as a minimum: - Claim unique identifier - Claim Type (Claim or claim specific adjustment) - Provider Name - Provider Site - Provider Batch Number - Service Recipient - Service Date - Units - Claim Amount - 3rd Party Amount - Provider Payment Amount - Claim or Adjustment Status Segments * Claim Status * Date of Status * Entered by - DIDS Invoice Number - F&A Warrant Number	
PC	69				The system must provide the option to download or print the results of the inquiries.	
					Waiver Reimbursement	
					Waiver Reimbursement Transactions Generation and Export	
PC	70				The system must carry the claim unique identifier forward with the 837i claim transaction.	
PC	71				The system must carry the TCN (TennCare Control Number) forward for all adjustments and re-bills.	
PC	72				The system must generate the 837i claims transactions file per the TennCare Companion Guide and HIPAA requirements for community based waiver services.	
PC	73				The system must include 3rd party insurance payments entered for qualifying claims and include this amount for the calculation of the TennCare reimbursement amount within the 837i transaction.	
PC	74				The system must provide reconciliation totals for the final 837i build including as a minimum: - New Claims submissions - Adjustments - Re-bills - 3rd party insurance deductions	
PC	75				The system must produce online and hardcopy balancing and control reports prior to transmission.	

PC	76				The system must facilitate transferring the 837i Claims Reimbursement file to the TennCare FTP site.	
PC	77				The system must make provision for receiving the 997 Acknowledgement from TennCare and displaying the results of the acknowledgement.	
					Waiver Reimbursement Import and Update	
PC	78				The system must request the file location of the posted claim remittance advice 835 retrieved from the TennCare FTP site for update.	
PC	79				The system must validate the structural integrity of the 835 file, and generate and transmit a confirmation 997 back to TennCare.	
PC	80				The system must match returned claims, interpret the claim status, and post the following status to each submitted claim or adjustment:	
PC	81				The system must record the TCN number for all "Denied by TennCare" claims and "Adjustment confirmed by TennCare" adjustments.	
PC	82				The system must provide a view of claims not received from TennCare (held or otherwise) regardless of when sending the claim or adjustment.	
PC	83				The system must provide summary and detail audit reconciliation of the claims sent to TennCare to the claims received from TennCare, by provider, delegated authority, and cost center.	
					Waiver Reimbursement "Denied by TennCare" Claims Management	
PC	84				The system must provide on-line functionality to view all denied claims received from TennCare on the 835, along with the interpreted Explanation of Benefit (EOB) reason for denial.	
PC	85				The system must provide for the scanned attachments of documentation to support the decision on "Denied by TC" claims.	
					Patient Liability Tracking	
PC	86				The system must verify that the patient liability deductions taken by TennCare against the claims presented do not exceed the amount of patient liability recorded on the service recipient record.	
PC	87				The system must capture and maintain the amount of patient liability deducted by TennCare for each month and service recipient.	
PC	88				The system must provide functionality to manage the patient liability status when adjusting claims where there is deduction of patient liability	

					Waiver Inquiry	
PC	89				The system must provide the ability to search the claims database and select TennCare paid and denied claims and adjustments with the following specified criteria, including as a minimum: - Paid date range - Service date range - Claim date range - Claim Status - Service Recipient - Provider - Delegated Authority - DIDS Cost Center and Object Code - Provider Batch Identifier	
PC	90				The system must provide the ability to download or print the results of the search.	
					Waiver Reports and Alerts	
PC	91				The system must alert DIDS Special Services when adjusting claims where there is deduction of patient liability.	
PC	92				The system must provide reports of all TennCare submitted reimbursement claims and adjustments by service recipient and by provider including sub-totals and overall total with the following information including as a minimum: - Provider Name - Provider Identifier - Service Recipient Name - Service Recipient Medicaid ID - Service Recipient Diagnosis - Unique Claim ID - Claim Type (claim or recoupment) - Provider Batch Identifier - Date Claim Entered - Service Date(s) - Date Span - Service Code - Units Claimed - 3rd Party Insurance Funded - Amount Claimed / Recouped - TennCare Control Number	

PC	93				The system must provide reports of all returned reimbursement claims and adjustments with disposition, reflecting patient liability deductions, by service recipient and by provider including sub-totals and overall total with the following information including as a minimum: - Provider Name - Provider Identifier - Service Recipient Name - Service Recipient Medicaid ID - Service Recipient Diagnosis - Unique Claim ID - Claim Type (claim or recoupment) - Provider Batch Identifier - Date claim sent to TennCare - Date claim processed - Service Date(s) - Date Span - Service Code - Units Claimed - 3rd Party Insurance Funded - Patient Liability deduction - Amount Paid / Denied / Recouped - TennCare Control Number - EOB Reason Code	
PC	94				The system must alert the DIDS provider when TennCare returns denied claims that are under their coordination.	
PC	95				The system must provide the ability to produce monthly reports of TennCare returned claims according to specified criteria as follows, including as a minimum: - Claim Status - Provider - Service Recipient - Date Processed at TennCare	
PC	96				The system must provide a monthly report of all service recipients with monthly patient liability greater than zero (0), and show all claims paid by TennCare where there is deduction of patient liability, along with the monthly status of the patient liability for each service recipient.	
PC	97				The system must produce a Service Recipient aging report to reconcile to Accounts Receivables.	
PC	98				The system must be able to generate a paper UB04 according to TennCare specifications when a previously filed but unpaid claim reaches a certain age.	

Requirements For Managing Individual Recipients' Cash Accounts			
Trust Account Creation and Maintenance			
TA	1		The system must provide for the creation and maintenance of individual trust accounts for service recipients served by DIDS of Tennessee.
TA	2		The system must provide the ability to locate the eligible DIDS service recipient and direct the user to the menu option that allows the set-up and maintenance of a Trust Account for that service recipient.
TA	3		The system set-up of the individual trust account must provide for the collection and maintenance of supplemental trust account information including as a minimum: - Individual Trust Account Start-up Date - Rep (representative) Payee Name - Rep Payee Mailing Address Line One - Rep Payee Mailing Address Line Two - Rep Payee Mailing City - Rep Payee Mailing State - Rep Payee Mailing Zip - Rep Payee Home Telephone - Rep Payee Work Telephone - Rep Payee Email Address - Rep Payee Best form of contact - Rep Payee Relationship to Service Recipient * Parent * Sibling * Friend * Caregiver * Conservator * Guardian * DC * Other - Identifier - Funds disbursement on-site appointed approver - Signed release for DC to act as alternate rep payee indicator - Release documentation attached indicator - Date created - Created by

TA	4				The system set-up of the individual trust account must provide for the collection of multiple income sources (user definable) and associated information including as a minimum: - Income source type * SSI * SSA * Veterans Administration * Trusts * United Mine Workers * Railroad Retirement * Civil Service * Wages * Trusts * Other - Identify - Income source expected monthly amount for each income source - Income source method for receiving the income - Income source date the income is expected	
TA	5				The system must provide for the gathering of the "allowable" sources of funds receipted into the service recipient's trust account.	
TA	6				The system must provide online capability to add and change information for the individual trust account information.	
TA	7				The system must maintain begin and end dates for the rep payee and income source information.	
TA	8				The system must direct the user to scan supporting documentation and tie it to the trust account.	
TA	9				The system must apply the appropriate edits and controls to prevent the user from entering information that is not allowed or erroneous for the field entered.	
TA	10				The system must have the ability to set trust account status including as a minimum: - Active - Pending closure due to service recipient transfer to the community or death - Inactive / Closed / Retired	
TA	11				The system must track the status change information including as a minimum: - Effective date of status change - Reason for status change - Changed by - Date change entered	
TA	12				The system must have the ability to re-activate an inactive / closed account.	

					Special / Restricted Fund Account	
TA	13				The system must provide for the creation and maintenance of a "non-individual associated" account, referred to as a "special / restricted" fund (e.g. benevolent fund).	
TA	14				The system set-up of the special / restricted fund must include the collection and maintenance of fund demographic information including as a minimum: - Fund Unique Identifier - Fund Official Name - Fund Contact Name - Fund Contact Mailing Address Line One - Fund Contact Mailing Address Line Two - Fund Mailing City - Fund Mailing State - Fund Mailing Zip - Fund Oversight Type * Board * Council * Family * DC Executive Management * Other - Identify - Fund Goal / Objective - Fund Restrictions - Fund Start Up Date - Fund Retirement Date - Fund documentation attached indicator - Funds disbursement on-site DC appointed approver - Fund Minimum Balance - Date created - Created by	
TA	15				The system set-up of the special / restricted fund must provide for the collection of multiple income sources (user definable) including as a minimum: - Income source type * Family / Guardians / Friends * Non-profits * Foundation * Other - Identify	
TA	16				The system must provide for the gathering of the "allowable" sources of funds receipted into this special / restricted fund.	

TA 17				The system must provide online capability to add and change information for the special / restricted fund account information.	
TA 18				The system must direct the user to scan supporting documentation and tie it to the special / restricted fund.	
TA 19				The system must apply the appropriate edits and controls to prevent the user from entering information that is not allowed or erroneous for the field entered.	
TA 20				The system must have the ability to set special / restricted fund status including as a minimum: - Active - Pending closure due to completion of spending or other - Inactive / Closed / Retired	
TA 21				The system must track the status change information including as a minimum: - Effective date of status change - Reason for status change - Changed by - Date change entered	
TA 22				The system must have the ability to re-activate an inactive / closed account.	
				Trust Account and Special / Restricted Fund Receipts	
TA 23				The system must provide for on-line entry of trust account and special / restricted fund receipts.	
TA 24				The system must provide for the data entry of trust account SSI and other monthly deposits from a report supplied by the financial institution, or accept an electronic upload of individual trust account receipts if available from the financial institution in a format agreed upon by DIDS and the income source agency. The information required includes as a minimum: - Service Recipient SS# or Medicaid ID - Service Recipient Name - Date of the deposit - Source of the deposit - Amount of the deposit - Identifying source document number (if available)	

TA	25				The system must post minimum information for each receipt transaction including as a minimum: - receipt unique identifying number - date of the posting - batch assigned identifier - source type - source method of receipt - source document number - income source amount - receipt status - amount to be distributed to the individual trust account (where applicable) - amount to be distributed to state general funds for DC care (where applicable) - documentation attached indicator	
TA	26				The system must assign a unique receipt identifier number for each individual trust account and special / restricted fund.	
TA	27				The system must provide an option to print the receipt with the following information, including as a minimum: - Receipt unique identifying number - Date of posting - Batch assigned number - Source type - Source document number - Source method of receipt - Source amount - Receipt status - Received by	
TA	28				The system must direct the user to scan receipt documentation as required and tie it to the trust account / special/restricted fund.	
TA	29				The system must provide on-line and hardcopy reconciliation for daily receipts (batch upload and manual entry) to bank deposits.	
TA	30				The system must provide for separation of duties regarding receipts of funds and deposits to DC bank accounts.	
TA	31				The system must provide for indicating restrictions associated with the receipt of the funds, i.e. money contributed for particular activities.	
					Trust Account and Special / Restricted Funds Disbursement Request	
TA	32				The system must provide an on-line function for authorized users to request an authority to purchase and a disbursement of funds from individual trust accounts or special / restricted funds.	

TA	33				The system must provide on-line look-up of the trust account and special / restricted fund accounts, and tie the authority to purchase and the disbursement request to the individual trust account or to the special / restricted fund.	
TA	34				The system must assign a unique reference identifier to each authority to purchase and disbursement request.	
TA	35				The system must collect and maintain trust accounts and special / restricted fund disbursement request transactions information including as a minimum: - Request unique identifier - Trust account / or Special / Restricted Fund name - Location of individual trust account service recipient - Date requested - Requested by - Amount requested - Type of purchase - Purpose for the request - Date needed by - Comments - Where requested funds will be delivered / picked up - Supporting request documentation attached indicator - Entered by - Status	
TA	36				The system must provide the ability to pass the disbursement request through multiple levels of approval as pre-defined by workflow rules.	
TA	37				The system must allow the user the ability to maintain the list of "purpose for the request" with business rules for limitations on requests (e.g. amount requested for certain expenditures).	
TA	38				The system must direct the user to scan supporting documentation and tie it to the disbursement request.	
TA	39				The system must confirm receipt of the disbursement request.	
TA	40				The system must prompt the user if they wish to print a completed disbursement request.	

TA	41				The system must process disbursement requests according to pre-determined business rules. The system must provide warnings to the submitter and approver. Warnings provided include as a minimum: - limits on the maximum amount of disbursement - limits according to the minimum balance of the account, including open / pending disbursement requests - trust accounts or special restricted fund accounts flagged for pending closure - trust accounts or special restricted fund accounts requiring additional approvals for disbursements - trust accounts or special restricted fund accounts on administrative hold - trust accounts of service recipients who have a change in eligibility status	
TA	42				The system must provide on-line alerts when disbursement requests are ready for approval.	
TA	43				The system must provide functionality for on-line disbursement requests electronic signature approval and status including as a minimum: - Approved - Denied - Suspended for additional documentation	
TA	44				The system must provide the user the ability to record each status change with the following information including as a minimum: - Date of status change - Reason for status change - Status changed by	
TA	45				The system must allow the approving user to add / edit the disbursement and / or to override the reasons for the warnings to allow the disbursement request to be processed according to DIDS business rules and limits (e.g. disbursement is not permitted that would exceed the available funds).	
TA	46				The system must provide the functionality to track the distribution of funds requested to the requestor through one of the following mechanisms including as a minimum: - paper check - petty cash - authority to purchase or credit account authorization - other accepted magnetic card technology	
TA	47				The system must provide check-writing capability for disbursement requests.	

TA	48				The system must automatically update the status of disbursement requests for funds distributed and allow the user to post the form of distribution (e.g. check number, cash, etc.).	
TA	49				The system must capture the following information for the disbursement receipt including as a minimum: - User who picked up the disbursement - Date picked up - Authorizing signature or electronic user verification - Document number (e.g. check number, etc.)	
TA	50				The system must capture the following information for the returned disbursement including as a minimum: - User who returned the receipt(s) and remainder - Actual amount of the expenditure - Remainder (calculated) - Form of funds returned (e.g. cash, check, etc.) - Date returned - Date entered - Attached supporting documentation	
TA	51				The system must accept electronic signatures for receipt of cash disbursements. Electronic signatures must be per Policy 14 (Electronic and Digital Signatures) of the Information Systems Council (ISC) Information Resources Policies. See http://www.tn.gov/finance/oir/policies/	
TA	52				The system must provide a dated printed receipt for the disbursement remainder amount.	
TA	53				The system must provide on-line closure of the disbursement request and capture the following information including as a minimum: - Date of closure - Entered by	
TA	54				The system must maintain a dated audit trail of all disbursement request event status including as a minimum: - Initial request - Request approved (on-line validated or electronic signature) - Request processed - Request delivered / picked up - Receipt and remainder turned into administrative staff - Request reconciled - Request closed	
TA	55				The system must provide alerts to DC Fiscal when expected disbursement closures extend beyond the time span specified through business rules based settings.	

TA	56				The system must support authorized users to approve the disbursement and set the status to "closed".	
TA	57				The system must direct the user to scan receipts and additional supporting documentation and tie it to the unique numbered disbursement request.	
TA	58				The system must support on-line summary (number of requests and total \$) of disbursement requests including as a minimum: - daily distributions amount - total disbursed to each individual / staff member - number of outstanding disbursement requests by age with amount - daily receipts amount - number of disbursement requests waiting for approval with amount - number of requests waiting to be processed	
TA	59				The system must recognize all open and pending disbursement requests as pending obligations for the trust accounts and the special / restricted funds accounts.	
TA	60				The system must provide a daily deposit slip for all returned trust account and special/restricted funds for reconciliation to actual funds received.	
TA	61				The system must provide for separation of duties regarding disbursements and disbursements requests remainder receipt of funds.	
TA	62				The system must provide flexibility for disbursement and receipts funds exchange between the funds distributor and the requestor of funds as banking institutions are able to offer newer technologies that can replace cash such as a form of Electronic Benefits Transfer cards for Trust Accounts.	
					Individual Trust Account - Other Assets	
TA	63				The system must provide for the on-line entry of service recipient's non-cash assets.	

TA 64				The system must maintain current and historical status tracking information for each asset with the following information including as a minimum: - Unique asset identifier - Asset description - Date added to the service recipient record - Estimated Value - Includable asset for \$2,000 Medicaid eligibility limitation - Comments / Notes - Status * Active * Retired - Date revised - Reason for revision (e.g. sold, lost, damaged, etc.)	
				Trust Account and Special / Restricted Funds Adjustments	
TA 65				The system must allow adjustments by authorized staff with second level approval to correct data entry errors.	
TA 66				The system must allow authorized users to set aside service recipient's trust account funds for a special purchase or vacation. This sets-up an obligation which can be restricted or non-restricted, but which requires additional approval and authorization to disburse.	
TA 67				The system must record all information regarding the adjustment including as a minimum: - date of entry - effective date - entered by - approved by - transaction type - document reference identifier - amount - explanation for the adjustment - document attached indicator	
TA 68				The system must prompt the user if they wish to print a completed adjustment.	
TA 69				The system must direct the user to scan supporting documentation as required and tie it to the trust account adjustment.	
				Trust Account and Special / Restricted Fund Monthly Activity	
TA 70				The system must provide an online reconciliation of trust account receipts and disbursements to the bank statements and postings to the state general ledger.	

TA	71				The system must provide a batch process to distribute money market and certificate of deposit earned interest to all "active" individual trust accounts quarterly based on the calculated daily balance.	
TA	72				The system must support a monthly batch process according to business rules to generate the transactions required for posting disbursement of income from the individual active trust accounts and which is obligated for the service recipient's care (sustenance).	
					Trust Account and Special / Restricted Fund Inquiry	
TA	73				The system must maintain online access to all current and historical individual trust accounts and special / restricted funds balance information and change of status.	
TA	74				The system must provide the ability for authorized users to search the individual trust account and special / restricted funds database on-line using account information as the key including as a minimum: - Account Name - Service Recipient Name - Account unique identifier	
TA	75				The system must provide on-line capability to add and change account non-financial information.	
TA	76				The system must support authorized user access to disbursement request information the selection criteria of which is all the disbursement request data elements including as a minimum: - Individual or special / restricted trust account unique identifier - Disbursement Request number - Date of disbursement request - Purpose for Purchase - Building / Unit / Home of the individual	

TA 77				The system must support on-line authorized user access to the individual trust account and special / restricted fund account transaction activity for a specific date range and display activity information including as a minimum: - Type (verbal explanation) of activity to include: * Obligated (open disbursements request, DC care, patient liability) * Receipts (income, family, wages, other) * Disbursements (personal expense, DC care, patient liability) * Adjustments and explanation - Date entered - Date effective - Transaction reference number / identifier - Amount - Status - Last change of status date - Reason for status change - Current account balance	
TA 78				The system must support authorized user access to selected disbursement requests by employee / staff including as a minimum: - Disbursement request status - Date or date range of the disbursement request - Date disbursement needed by - Purpose for the disbursement request - Individual trust or special/restricted fund account	
				Trust Accounts and Special / Restricted Fund Reports and Alerts	
TA 79				The system must have the ability to provide an individual trust account and special / restricted fund accounts monthly receipts, obligations, and expenditures balance sheet for mailing to the rep payee when other than the DC.	
TA 80				The system must have the ability to provide an individual trust account and special / restricted fund accounts for a specified date range to report receipts, obligations, and expenditures balance sheet.	
TA 81				The system must support a periodic and an annual reconciliation report reflecting receipts and deposits to all trust and special / restricted accounts, the bank statement of deposits and receipts, and the state general ledger postings.	

TA	82				The system must produce complete audit trail reports upon request by date range including as a minimum: - Selected by user who entered the transaction - Selected by date of entry - Selected by trust account (individual and special / restricted) - Selected for income receipts - Selected for open and closed disbursement requests - Selected by employee requesting the disbursement - Selected for disbursements of service recipient care - Selected for disbursements of patient liability - Selected for adjustments	
TA	83				The system must have the ability to alert DC Fiscal when: - requests for disbursements exceed pre-set limits or funds available - trust account status is pending for closure older than 30 days - trust account balance (funds and assets) exceeds \$2,000 (after obligations are resolved) - changes are posted to patient liability - trust account balance has reached \$0 - active trust account has had no activity for 60 days	
					Requirements	Comments
QA	1				Quality Assurance / Incident and Investigation Business Requirements The system must provide secure log on.	
QA	2				The system must provide support for data re-use, minimizing entering redundant data across the entire four application solution areas (Accounting, Case Management, Quality Assurance and Incident and Investigation).	
QA	3				The system must pull personal information on system users or Clients / Service Recipients / Providers from prior entry. When assigning / relating Service Recipients to Providers a screen element should allow users to select from a store of Providers and populate screen(s) with Provider information previously keyed into the system, even though the original Provider information was used for a different Service Recipient. Another example might include a Service Recipient is involved in an issue relating to Protection From Harm or Incident. Users should be able to pull from a Service Recipient table to populate screens for building an INI record.	
QA	4				The system must provide access to functions, page elements and data based on security role and assigned privileges (i.e., providers must have the ability to enter / Create Protection From Harm (PFH) and related Incident and Investigation cases but NOT be able to delete cases and case information).	

QA	5				The system must provide all GUI'S and functionality needed to assign and manage user roles and privileges.	
QA	6				The system must provide the ability for users to access the system via web interface.	
QA	7				The system must provide an encryption capability to protect confidential and / privileged information.	
QA	8				The system must provide ability for tracking entries and edits and actions taken by 1) date, 2) time, and User specific data.	
QA	9				The system must provide availability 24 hours a day / 7 days a week.	
QA	10				The system must provide the ability to use Service Recipient attribute across all four modules (Accounting, Case Management, Quality Assurance and Incident and Investigation).	
QA	11				The system must provide the ability to track Service Request for each Service Recipient.	
QA	12				The system must provide the ability to track who requested services.	
QA	13				The system must provide the ability to track for whom services were requested.	
QA	14				The system must provide the ability to track the requested date of services.	
QA	15				The system must provide the ability to track services funding / allocation groups / Cost Centers for each Service Recipient.	
QA	16				The system must provide the ability to track who provided services.	
QA	17				The system must provide the date services provided.	
QA	18				The system must provide the ability to verify services provided.	
QA	19				The system must provide the ability to track the number of Service Recipients entered into the system.	
QA	20				The system must provide the ability to track the number of applicants for DIDS service.	
QA	21				The system must provide the ability to track the eligibility status of applicants and Service Recipients.	
QA	22				The system must provide the ability track changes in status and related change date.	
QA	23				The system must provide the ability to track State-Region information for each Service Recipient.	
QA	24				The system must provide the ability to track the date of approved funding for each Service Recipient.	
QA	25				The system must provide the ability to customize QA / INI screens so screen elements are consistent with DIDS workflows.	

QA	26				The system must provide the ability to <Search> by Provider, Service Recipient, eligibility status, enrollments, State-Region and funding source / allocation group / Cost Center, location of Service Recipient (Community or Development Center).	
QA	27				The system must provide ability to enter complaints / issues	
QA	28				The system must provide the ability to track complaints, issues entered into the system.	
QA	29				The system must provide the ability to track the status / state of each complaint / issue.	
QA	30				The system must provide the ability to track the number of complaints / issues by State-Region.	
QA	31				The system must provide the ability to track the number of PFH / INI complaints and non-INI related complaints, substantiated / non-substantiated and Reportable Incidents / non-Reportable Incidents.	
QA	32				The system must provide the ability to record who reported complaints / issues.	
QA	33				The system must provide who keyed in complaints / issues.	
QA	34				The system must provide the ability to assign any given complaint to appropriate staff, Service Professional, or Direct Support Professional.	
QA	35				The system must provide the ability to set ticklers / alerts on complaints / issues.	
QA	36				The system must provide the ability to track follow-up complaints / issues.	
QA	37				The system must provide the ability to track who followed-up on any given complaint / issue.	
QA	38				The system must provide a mechanism for anyone wishing to file a complaint / issue to do so.	
QA	39				The system must provide a mechanism to disseminate information on a given complaint / issue to the appropriate person(s).	
QA	40				The system must provide a <Search> mechanism for locating complaints / issues entered into the system by date, persons involved, status / state, and outcome.	
QA	41				The system must have the ability to attach / upload documents.	
QA	42				The system must provide the ability to record, use and track Direct Care Personnel attributes like certification(s); background check (Fingerprint) information; markers for Reportable Staff Misconduct (RSM), involvement in previous incidents; State Contractor VS State Employee, prior employment with different Provider, reprimands or punitive actions.	

QA	43				The system must provide the ability to record and track attributes assigned to Providers, i.e. values / data related to licensure, compliance, contract requirements and or certification.	
QA	44				The system must provide the ability to track scalar values, i.e. assigned values used in Protection From Harm.	
QA	45				The system must provide the ability to capture qualitative information. Qualitative information will include as a minimum the following: • <u>Abuse</u> – the knowing infliction of injury, unreasonable confinement, intimidation or punishment with resulting physical harm, pain, or mental anguish • <u>Neglect</u> – failure to provide goods or services necessary to avoid physical harm, mental anguish or mental illness, which results in injury or probable risk of serious harm • <u>Exploitation</u> – the deliberate misplacement, misappropriation or wrongful, temporary, or permanent use of belongings or money with or without consent	
QA	46				The system must provide the ability to create custom screens for responding to alerts, including protocols for escalating and responding to alerts.	
QA	47				The system must provide ability to track time-sensitive attributes and provide related email notification, and possibly local system sound or visual alerts (beeps) or pop-up messages.	
QA	48				The system must automatically notify Administrative Staff (Complaint Resolution Director, Regional Complaint Resolution Coordinators, Incident Management Coordinators (IMCs) personnel as emergency / immediate contacts) if an incident escalates to an investigation.	
QA	49				The system must provide the ability to track Statewide, i.e., 1) Provider Monitoring / Qualifications, 2) Individual Planning and Implementation, 3) Safety and Security, 4) Rights, Respect and Dignity, 5) Health, 6) Choice and Decision Making, 7) Relationships and Community Membership, 8) Opportunities for Work, 9) Provider Capabilities and Qualifications, and 10) Administrative Authority and Financial Accountability	
QA	50				The system must provide the ability to key in outcomes and associate those outcomes with the particular incident and persons involved	
QA	51				The system must provide the ability to build and deploy web-based surveys that capture Remediation and Compliance data	
QA	52				The system must provide the ability allowing multi-user simultaneous access to view any given client record	

QA	53				The system must provide the ability to display error messages and take appropriate action to ensure recording, modification and / or saving data entered.	
QA	54				The system must provide the ability to display basic user information and Date / Time stamp of when record modification.	
QA	55				If more than one user attempts to modify a record at the same time the system must provide the ability to display, i.e. "This record is currently in use. Please access record at a later date or time."	
QA	56				The system must provide the ability to display case id, date, links all incidents in search results on any given Service Recipient.	
QA	57				The system must provide technical access to data base tables for capturing data for reporting purposes.	
QA	58				The system must provide the ability to lock down fields based on status of incident, i.e. if no abuse or neglect involved. The Provider is responsible of its own follow-up. If the case DOES involve abuse or neglect responsibility for case follow-up shifts to CO.	
QA	59				The system must provide the ability to create a Summary Report (Single INC with INV with Outcome) only.	
QA	60				The system must provide the ability record, and search on witnesses and individuals (Not Service Recipient) as a separate searchable element on any incident.	
QA	61				The system must provide a cross reference or case data linking / ability (Using two pieces of case data much like a primary key and foreign key) search on witness / involved individuals / Providers related to incident, Service Recipient (A one-to-many relationship).	
QA	62				The system must provide the ability to import data from legacy applications.	
QA	63				The system must provide either large/huge text capability for keying in report information or the ability to relate (QA / INI doc ID) an imported / attached document with a given incident.	
QA	64				The system must provide the remaining-character count for limited text fields, i.e. Text field allows 500 characters and I type in abc. A running count should display 497 characters.	
QA	65				The system must provide the ability to enter anonymously reported incidents / complaints.	

RFP # 34401-00105 SYSTEM REQUIREMENTS

Vendor Name:

Proposer's Name Here

Reference Number	Vendor Can Meet		System Requirements	Comments
	Out Of Box	With Custom Work		
General Requirements				
GE 1			The system must be a web application.	
GE 2			The system must be available 24x7.	
GE 3			The system must provide role based security by enabling a single-point of sign-on to all integrated modules to access critical business content for authorized users.	
GE 4			The system must allow the authorized users to access the application and data from PCs using State Standard Browser software.	
GE 5			The system must be multi-tiered.	
GE 6			The system must be scalable.	
GE 7			The vendor will host the application using an ASP Solution. The solution must incorporate software on servers at a single location that will handle the following modules (Case Management, Provider Portal, Accounting, Trust Accounts, and Incident & Investigation & Quality Assurance) as described in the pro forma contract.	
GE 8			DIDS will own the data that reside on the vendor's servers.	
GE 9			The vendor will be responsible for developing an ETL tool and for field mappings. DIDS will work with the vendor for extraction of data daily to a Data Warehouse. When additional fields are added to the application, the ETL tool should be modified by the vendor to match the application within the existing support agreement and this must be included as part of the proposal cost. The vendor will provide DIDS-IT with the schema and necessary documentation to perform the ETL process.	
GE 10			The system must support XML data transfer methods.	
GE 11			The system must support EDI data transfer methods.	

GE 12				The system must support Flat File (i.e., ASCII, variable and / or fixed length, comma-delimited etc.) data transfer methods.
GE 13				The system must provide comprehensive controls, including audit trail, to ensure recording of data changes.
GE 14				The system must run on any combination of the latest version of technologies (SQL Server / Oracle / Inter systems Cache) and programming languages (Java or .Net) in order to provide the best system performance.
GE 15				The system must be a proven product with a history of successful and verifiable implementations with at least three other vendor clients.
GE 16				The system must be easily accessible with any of the following type of internet connection (i.e. Dial up, DSL, Cable Modem, Satellite, T1)
GE 17				The system must allow smart URL's to be embedded in order to access other applications developed and hosted by the state. The vendor will perform the necessary work to code the smart URL. DIDS-IT will work with the Architectural Review Committee to address any firewall issues and authorizations to access the State of Tennessee's network.
				Archive and Back-Up
GE 18				The vendor will be responsible for backing up and archiving data.
GE 19				The vendor will take weekly full backup and daily incremental backup of all data files after business hours (from 11pm - 5 am Central time).
GE 20				The vendor will ensure that data archiving includes all system data.
GE 21				The vendor will perform a full backup and recovery in the event of malfunction (hardware and / or software), and assurance that no transactions are lost (with the exception of in-process transactions). Transaction accounting logs must be available in order to account for lost transactions.
GE 22				The vendor will provide modifiable archive and purge criteria options easily changed by an authorized administrator. The vendor will maintain File synchronization and referential integrity of tables. Transaction accounting logs must be available in order to account for archived transactions.
GE 23				The vendor will ensure that deleted records are simply marked for deletion and not removed from the database until archived. Transaction accounting logs must be available in order to account for deleted transactions.
GE 24				The system must allow an authorized Administrator the ability to reset deleted records (maintaining referential integrity).
GE 25				The vendor will provide a method to access archived data when system architecture changes because of software upgrade.
GE 26				The system must allow an authorized user to purge records meeting predefined time and criteria. Transaction accounting logs must be available in order to account for purged transactions.

GE	27				The system must validate integrity of database before and after purge.
GE	28				The system must identify orphaned records (e.g. records that do not have parent values).
GE	29				The vendor will provide a method to access, query, and report against current and archived data.
GE	30				The system must provide the ability to list all records to be included in purge.
					Automated Letter Generation
GE	31				The system must provide a method of automatically generating letters to providers, recipients, and other stakeholders. All the demographic information should copy over to the letter.
GE	32				The automated letter generator must provide the functionality to send letters by Mail.
GE	33				The automated letter generator must provide the functionality to send letters by Email Attachment.
GE	34				The automated letter generator must provide the functionality to send letters by Fax.
GE	35				The automated letter generator must provide the functionality to send letters by Text Message.
GE	36				The system must provide the functionality to allow the user to determine printing of the letter locally or centrally at the State's Print Center.
GE	37				The system must provide the functionality to include attachments with letters.
GE	38				The system must allow the ability to generate letters in the Recipient's preferred language (i.e., English or Spanish)
GE	39				The system must provide the ability to trigger letters automatically based on processing, such as provider enrollment.
GE	40				The system must initiate system-generated letters to recipients and providers based on status. For example, the system would generate second notices to providers who have not returned the required documentation by a specific date.
GE	41				The system must allow the user to generate a single letter immediately.
GE	42				The system must allow the user to designate which address to use.
GE	43				The system must support the generation of letters for mass mailings (using the State Print Center) to selected groups (i.e., providers, rep. payee). DIDS-IT will work with the Architectural Review Committee to address all authorizations to access the State of Tennessee's network printers.
GE	44				The system must support the use of easily updated letter templates including Agency letterhead and signature blocks.
GE	45				The system must provide version control of letter templates.

GE 64				The system must include an extensive online error message capability, easily accessible and modified by authorized users.	
GE 65				Error messages must have a detailed error message description.	
GE 66				The system must highlight the field or fields in error.	
GE 67				Each error message must have a unique identifier.	
				System Documentation	
GE 68				The vendor will provide system documentation updated throughout the life of the Contract.	
GE 69				System Documentation provided will include at a minimum: - System flowcharts - System narratives - Program flowcharts - Business procedural documentation (i.e., claims suspense resolution work instructions) - Electronic user manual (in MS Word) - Screen & Report layouts - General Hardware Configuration schematic (High Level showing how many servers, drives, etc are used) - Entity relationship diagrams - Data dictionary - Database layout - Database set-up procedures - System implementation and update procedures - System administration procedures - Error Message Documentation	
GE 70				The vendor will provide documentation at least two months prior to new releases.	
				Online Help	
GE 71				The system must include an extensive online help capability, easily accessible and modified by authorized users including: - Window level help - Field level help - Context sensitive help - Hypertext linked help - Keyword searchable help - Indexed help - "Pop up" help windows. - A unique identifier for each help message.	
GE 72				Online help must allow the user to print any information upon request.	
GE 73				The system must provide the ability for users to access user documentation through online means.	

GE	74				The system must provide the ability to link to supporting policy, business procedure and other related DIDS documentation. DIDS-IT will be responsible for providing documentation.	
					User Input	
GE	75				The system must provide these multiple methods of data entry: - Online data entry - Data entry through batch processing - Offline data entry, as through mobile devices for later batch upload - Updates from external batch sources (e.g., other application systems) through standard interface	
					General Integration	
GE	76				The vendor will provide an interface method to allow the state to upload & download data required for TennCare, creating data warehouse tables, creating ftp files etc. Included must be the schematic's, vendor supplied utilities, and any documentation on how to use these utilities.	
GE	77				The system must allow an export of formatted data for users to download electronically.	
GE	78				The system must be able to generate user defined file layouts for data exporting.	
GE	79				The system must allow for the mapping of data from formatted file, e.g. fixed or delimited format, into the system database.	
GE	80				The system must provide automatic reconciliation of all exported / imported data, e.g. ensuring dates are valid and number fields are within a specific range.	
					Performance Standards	
GE	81				The system must meet the performance thresholds for system response time as defined in the Pro Forma contract.	
GE	82				The performance thresholds of new releases must comply with the system response time as defined in the Pro Forma contract.	
GE	83				The vendor will have a performance-monitoring tool and should provide performance reports to DIDS as required.	
GE	84				The system must be available to users 24 hours per day, 7 days per week, Sunday through Saturday. Any batch or maintenance activity must occur during non-core business hours. Non-core business hours for batch or maintenance activity are 11:00 p.m. – 5:00 a.m. CST, Sunday through Saturday.	
					Process Scheduling and Execution	

GE	85				The system must include automatic process scheduling and job execution capabilities that are easily accessible, and modified by authorized users. Process scheduling capabilities must include the ability to: - Control priority of the batch processes, based on multiple user defined criteria. - Control job start time. - Control job by transaction type. - Control job maximum time to run. - Automatic notification of failure via email, page, text message - Sequence multiple jobs based on user defined rules.	
GE	86				The system must provide a system-wide calendar updatable online by the user, to schedule processing or control processing parameters.	
GE	87				The system must provide various program checks for controlling data files, verifying correct processing, and ensuring data integrity, such as record counts, totals, limit checks, and dollar totals.	
GE	88				The system must provide automatic reconciliation of all exported / imported data.	
GE	89				The system must provide a detailed job activity log.	
GE	90				The batch processes must not directly compete with peak online processes for system resources and must not adversely affect response time.	
					Query and Reporting	
GE	91				The system must support the generation of ad-hoc queries and reports based on user-defined parameters.	
GE	92				The system must allow authorized end-users to modify (within DIDS defined limitations) reports and queries on-line.	
GE	93				The system must allow ad-hoc queries to access any user accessible field or combination of user accessible fields within the system.	
GE	94				The system must have the ability to search a range of data values.	
GE	95				The system must have the ability to drill down from summary balances to the supporting detail transactions and drill up from the detail transaction, to the summary balance.	
GE	96				The system must automatically cancel a query job if it fails to meet system administrator defined criteria (e.g., time limits).	
GE	97				The system must provide the ability to print reports to various network printers as defined by user. This should work similar to accessing any internet site and printing from the local PC.	
GE	98				The system must provide for Administrator-defined limits on the time a report or query takes to execute and the number of records retrievable with user option to continue or cancel.	
GE	99				The system must enable the system administrator to terminate any query or report that significantly reduces system performance.	

GE	100				The system must provide query searching capabilities that can be used: - To perform mass updates - To perform free-form text searching - With full "if..then..else" logic	
GE	101				The system must provide the following report execution abilities to authorized users: - Run on-line reports in the background and allow users to continue processing. - Run reports on server. - Process reports in batch.	
GE	102				The system must provide for the following report output capabilities: - Provides user the ability to specify number of copies of report to be printed - Provides ability to route reports via email - Provides ability to print a range of pages - Provides print preview capability.	
GE	103				The system must provide for the following report scheduling capabilities: - Provides ability to schedule a report to run automatically - Provides ability to schedule and view the actual time of print for batch printing	
GE	104				The system must allow ad-hoc reports to be stored in private folders.	
GE	105				The system must allow ad-hoc reports to be stored in public libraries.	
GE	106				The system must enable a report administrator to delete reports.	
GE	107				The system must allow reports to be saved in various formats: - Word processing format (MS Word) - ASCII files - Spreadsheets (Excel) - Text files (.txt) - PDF format - HTML - XML	
GE	108				The system's print preview must contain fit to screen capability.	
GE	109				The system's report capabilities must support the following formatting: - User defined report formatting (i.e. font selection, column selection or order, layout, end-user defined headings and footings. - Control breaks and number of lines per page limits - User-defined control breaks and number of print lines per page - Provides flexibility to users to indicate round numbers (or not) in report - Allows users to define totals - Ability to create & print reports on UB04 format	

					User Interface	
GE 110					The system must use a consistent GUI across modules (based on Microsoft GUI standards) to assist in the user's learning and ongoing system use. The GUI will provide a consistent icon appearance for common functions. The GUI will take advantage of user-friendly features such as: - Pull-down menus - Scroll bars and scrollable list boxes - Radio buttons - Online prompts or "balloon" help messages - Online context sensitive help - Ability to find, replace and "go to" - Provides keyboard equivalents for all menu options - Allows use of mouse for all commands - "Grays out" commands and menu options not available in the current context - Consistent function keys - Screen naming functions - Navigation patterns - Consistent use of controls - Help - Allows for paging backwards or forwards through screens - Within a menu, the user will be able to return to the previous screen or menu	
GE 111					The system must allow the user to toggle between active application modules and other office software applications (e.g., word processor, spreadsheet) using icon, keystroke and / or menu options without exiting a current application / module.	
GE 112					The system must use colors and other visual and non-visual aids to facilitate the use of system functions (e.g., presenting data entry / section errors in red for easy detection).	
GE 113					The system must be compliant with Americans with Disabilities Act Section 508	
GE 114					The system must integrate with Microsoft Office applications and supports "cut and paste" capabilities between Office applications and System applications / modules.	
GE 115					The System must support partial queries in fields.	
GE 116					The System must perform a complete validation and editing of data at the point of entry.	

				Rules Engine and / or Business Process Management	
GE 117				The Vendor will employ a COTS, state-of-the-art business Rules Engine or Business Process Management software that is Business Process Execution Language (BPEL) xml standards compliant to record business rules for many business functions, such as provider enrollment, administration, claims processing, and Service Authorizations. The Rules Engine may be useful for any process in which there is entry of technical rules, presented and analyzed by non-technical State staff. In most cases, the State requires access to the Rules Engine to set rules of DIDS operations. The Rules Engine must allow entry of policy changes into the system quickly and usually without programmer intervention. The Rules Engine must: - Allow for rules to be implemented in a real-time enterprise environment and applied immediately, if desired - Provide a graphical front-end to the Rules Engine enabling users to easily connect and apply rules - Be structured in a module concept so the same Rules Engine can be used by different services or be called as a service itself; - Provide a debugging process that automatically analyzes and identifies logical errors (i.e., conflict, redundancy and incompleteness) across business rules; - Allow for rules to be tested against data in a test environment prior to installation - Contain a process for built-in rule review and approval process that will identify any conflicts in business rules as they are being developed; - Allow for the tracking and reporting of rules usage - Produce documentation regarding all business rules	
				Workflow Management Requirements	
GE 118				The system must allow the user to define and manage exception-based business processes in a web environment.	
GE 119				The system must have a user-defined workflow component available for any system event.	
GE 120				The system must support the ordering of the workflow process based on multiple business processes.	

GE 121				The workflow must support these setup capabilities: - Up to 99 individual workflow steps - Definition of workflow events based on user defined criteria - Workflow routing allowing multiple sequential and simultaneous destinations based on criteria above. - A workflow designation as informational or action required (ex: approvals). - An "inbox" for each user with workflow items to be reviewed - Workflow destinations specified as individual users or user roles or subgroups of users, integrated with the system's role-based security. - Electronic signatures for approvals and other responses (ex: rejections hold) - A user defined transaction status, such as approved, rejected, or pending. - User-defined capability to turn select workflow features on or off at the individual user or role-based security level.	
GE 122				The workflow must support these routing or processing capabilities: - The reason for each rejected item. - The reason for each approved item. - Routing of rejected transactions back to any prior approver - Automatic notification to users via their Email inbox when items appear in their application workflow inbox for processing - Automatic notification to designated users via their (Email inbox, Pager, Text message, etc.) when items in their application workflow inbox have gone unprocessed for a user defined period of time - Automatic routing of transactions to a workgroup after a specific time of inaction (based on transaction type). - Allow delegated approval authority to another user for a specified period (to cover vacations, etc.) - Provides a "master approver" for each workflow that may approve a transaction at any time whether or not they are included in the normal workflow. - Allow the attachment of additional documentation to workflow events (word documents, spreadsheets, etc.)	
GE 123				The system must support these easily accessible transaction statistics: - The number of transactions pending approval by each user at each level of the approval hierarchy - The number of transactions, by type, approved by each user - A ratio of the number of transactions approved and subsequently rejected for each user. - The length of time transactions are pending approval by each user at each level of the approval hierarchy	
GE 124				The system must not allow the transaction finalization until approval workflows are complete.	
GE 125				The system must allow select users to copy created syntax to edit and reuse in another workflow.	

					Database Management	
GE	126				The system must use relational database technology	
GE	127				The system must provide the ability to "lock" single or groups of records/fields so that multiple users cannot perform updates at the same time. The system must notify users when lockout occurs and permit other processing rather than suspend all activity due to the locked record(s).	
GE	128				The system must provide linking of Parent and child transactions for the purpose of data entry and inquiry, and provides the ability to go directly to the source using a relational database structure.	
GE	129				The system must complete batch processing in such a manner as to allow verification of all database updates processed before the initiation of online processing for the next day.	
GE	130				The system must provide roll back capability in the event of a partially completed transaction.	
					Security and Audit	
					General Security	
GE	131				The system must be compliant with the Tennessee Computer Crimes Act.	
GE	132				The system must display a standard login banner that is user-defined, and approved by legal counsel.	
GE	133				The system must conform to industry standards set forth by the International Standards Organization (ISO), the National Institute of Standards and Technology (NIST), the Health Insurance Portability and Accountability Act (HIPAA), and the American National Standards Institute (ANSI) in regard to Security.	
GE	134				The system must support standard Internet security including: - Public Key Infrastructure (PKI) - Digital Certificates - Various levels of encryption - Secure Socket Layers (SSL) - Secure Hypertext Transfer Protocol (HTTPS) - Digital Signatures, at the State minimum of 128 or 256-bit encryption - The system provides the ability to encrypt all security authorization traffic across the WAN or LAN.	
GE	135				The system must encrypt or store as a recoverable hash the security table. The system will not display Password information.	
					Logon	
GE	136				The system must allow the creation of a User ID with a fixed activation and expiration date that is configurable by security administrator across a group or on an individual basis.	

GE 137				The system must require a User ID of at least eight characters for DIDS staff and secure verifiable User ID for Provider staff.	
GE 138				The system must require a password with a minimum length of eight (8) characters. The system must mask the password when entered.	
GE 139				The system security must provide the ability for non-state employees to access the System.	
GE 140				The system must issue an alert to the end-user and notify the System Administrator after a predefined number of unauthorized log on attempts.	
GE 141				The system must disable a log-on if an unsuccessful password entry is attempted after a predefined number of unsuccessful attempts.	
GE 142				The system must provide the ability to limit log-on with the same User ID to one session at a time.	
GE 143				If log-on limits are enforced, and the user attempts a second simultaneous logon, the system must display a message that the User ID is already in use.	
GE 144				The system must allow a Security Coordinator-defined timeframe for which password will expire if not changed.	
GE 145				The system must provide password expiration prompt at least five (5) days prior to actual expiration.	
GE 146				Once a password has expired, the system must allow the user (with a final warning) three more login attempts to change their password.	
GE 147				The system must allow the Security Coordinator to reset passwords without knowing the existing password.	
GE 148				The system must allow the Security Coordinator to establish a new account or reset an account with a standard password that the user changes upon first login.	
GE 149				If a user has logged into the system, and the workstation is unattended for the pre-established period, the system will terminate the user's session. This timeout requires the user to re-enter their password before continuing.	
GE 150				The system must provide the ability to enforce the changing of all passwords upon demand.	
				Administration	
GE 151				The system must accommodate centralized security (ex: one Security Administrator).	
GE 152				The system accommodates decentralized security with pre-defined limitations (ex: department application / system Security Administrators overseen by central Security Administrator).	
GE 153				The system provides the ability for the security administrator to log out users when necessary to perform system-wide maintenance or other necessary activities.	

GE	154				System security provides the ability for security coordinators to inquire on the various objects that a specific user can access.	
GE	155				System security provides the ability for security coordinators to view the users' specific access rights or levels.	
GE	156				The system must immediately log out any user who attempts to breach predefined system security parameters.	
GE	157				The system must automatically generate a report to the security coordinator when a user attempts to breach predefined system security parameters.	
GE	158				The system must record Unsuccessful Logon attempts, and retain this information for the length of time predefined by the Security Coordinator.	
GE	159				The system must automatically inactivate a system User ID after a predefined period of inactivity (days / weeks).	
GE	160				The system must provide the ability to suspend automatically all user access upon termination of a User ID.	
GE	161				The system must maintain security parameter settings in an inactive status in case said security were to be re-activated in the future.	
GE	162				The system must include a flexible Security Profile to individually grant user access to: - Log on - User Role - Application - Region / Developmental Center - Screen - Field - Menu - Module - User status - Transaction type - Add data - Document type - Standard report - Delete data - Change data - View data - Approve data	
GE	163				The system must allow the administrator to create workflows and to manage conflicting workflows.	
GE	164				The system must generate a warning message to notify the system administrator about conflicting workflows and record such instances.	

GE 165				The system provides the ability to inquire and report on individual User IDs and user profiles.	
GE 166				The system must include the ability to view or obtain security reports showing: - Authorized system use - Unauthorized system use - Security profiles by user - Security breaches or attempts	
GE 167				The vendor will be able to override the administrator password if approved by DIDS executive technology management.	
				Access	
GE 168				The system must provide multi-level security controls to prevent unauthorized use of system and corruption of data, restrict access to the database, maintain database process controls, and log all database transactions. Access must be able to be restricted by: - Application module (e.g., accounting, trust accounting, case management, QA, Incident and Investigation) - Screens and Tables - Data Elements - Functions (Add, Change, Delete, Inquiry) - Electronic Documents (Electronic Approvals) - Business Event (ex. Claim Approval) - Organizational Unit	
GE 169				The system must allow restriction of data access for each security profile/role by: - User ID - Provider - Functional Group	
GE 170				The system must provide an audit trail of user access and unauthorized attempts to access.	
GE 171				Standard reports generated by the user must comply with the user's security profile.	
GE 172				Standard reports generated by the user should not display data that would violate that user's security profile.	
GE 173				The system must provide the ability to establish standard User Roles from which individual User IDs may inherit privileges.	
GE 174				The system Security Profiles must encompass all reporting and query functions.	
GE 175				The system must allow multiple security roles for a single user.	
				Audit	
GE 176				The system must log all transactions, as they are executed, by User ID	

GE	177				The system must provide historical records (log file) of updates, including the User ID who made the change, the time and the actual change.	
GE	178				The system must provide the capability to define audit trail purge criteria.	
GE	179				The system must support the capability to store actual audit trail data in a table to perform offline analysis.	
GE	180				The system must provide online inquiry into the security table by authorized Security Coordinators.	
GE	181				The system must provide the ability to view log files online for all changes, deletions, and additions including: - Date / time stamp - User ID - IP Address	

SOFTWARE LISTING

NOTICE TO PROPOSER: Proposers should complete this listing for all proposed Commodity Software. Proposers will list each software item under the sub-heading of either State Standard Software or Non-State Standard Software as appropriate. Proposers should insert additional rows as needed to accommodate all required software under each sub-heading.

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