

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1103

DATE ISSUED: August 6, 2012

The State of Ohio, through the Department of Administrative Services, Information Technology Procurement Services, for the Department of Job and Family Services is requesting proposals for:

INTEGRATED ELIGIBILITY AND HHS BUSINESS INTELLIGENCE

INQUIRY PERIOD BEGINS:	August 7, 2012
INQUIRY PERIOD ENDS:	September 4, 2012
OPENING DATE:	September 24, 2012
OPENING TIME:	1:00 P.M.
OPENING LOCATION:	Department of Administrative Services I.T. Procurement Services Bid Room 4200 Surface Road Columbus, Ohio 43228

PRE-PROPOSAL CONFERENCE DATE: August 20, 2012

This RFP consists of three parts and attachments, the RFP totaling 297 consecutively numbered pages. Supplements and Templates also are attached to this RFP. Please verify that you have a complete copy.

Table of Contents

1.0	Executive Summary	8
1.1	Purpose	8
1.2	Background	10
1.3	Calendar of Events	33
2.0	Structure of the RFP	35
2.1	Organization	35
2.2	Parts	35
2.3	Attachments	35
2.4	Supplements	35
	General Instructions	36
	Contacts	36
	Inquiries	36
	Pre-Proposal Conference	37
	Amendments to the RFP	38
	Proposal Submittal	38
	Waiver of Defects	40
	Multiple or Alternate Proposals	40
	Joint Proposals	40
	Changes to Proposals	41
	Proposal Instructions	41
	Evaluation of Proposals.....	41
	Disclosure of Proposal Contents	41
	Rejection of Proposals.....	42
	Evaluation of Proposals Generally.....	42
	Clarifications and Corrections	42
	Initial Review	42
	Technical Evaluation.....	43
	Requirements.....	43
	Cost Evaluation	44
	Requests for More Information	45
	Determination of Responsibility.....	46
	Reference Checks	46
	Financial Ability	47

Contract Negotiations	47
Failure to Negotiate	48
Contract Award	48
Contract	49
Contract Award	49
Protest Regarding RFP Requirements or Terms and Conditions	50
Protest of Contract Award	50
Attachment One - Evaluation Criteria	51
Attachment Two - Work Requirements and Special Provisions	55
Attachment Three - Requirements for Proposals.....	58
Attachment Four - General Terms and Conditions.....	69
Attachment Five – Sample Contract.....	97
7.0 Supplement A – Scope of Work and Project Requirements	99
7.1 Overview.....	99
7.2 System(s) to be Replaced.....	99
7.3 System Requirements Overview	100
7.4 Implementation Strategy for Functional Requirements	101
7.5 Summary of Non-Functional Requirements.....	106
7.6 Proposed Solution Overview.....	108
7.7 Project Organizational and Staffing Requirements	174
7.8 Proposed Project Schedule	182
7.9 Scope of Work – General Provisions	185
7.10 Detailed Scope of Work	189
8.0 Performance Measures and Service Levels	230
8.1 Service Level Specific Performance Credits.....	230
8.2 Overall Contract Performance	232
8.3 Monthly Service Level Report	233
8.4 Service Level Review and Continual Improvement	233
8.5 Service Level Commitments – Project Implementation Services	233
8.6 Service Level Commitments – Ongoing Operations and Managed Service	250
9.0 Supplement B – Procurement Library	282
10.0 Supplement C – Response Crosswalk of Mandatory Templates	283
11.0 Supplement D – Business Associate Agreement.....	284
12.0 Glossary of Acronyms and Terms.....	291

List of Figures

Figure 1 Ohio Health and Human Services Cabinet	11
Figure 2 Ohio Health Transformation Focus	13
Figure 3 Ohio HHS Transformation from Agency to Person/Family Centered Model of Practice	29
Figure 4 High-Level Functionality for the Proposed System.....	31
Figure 5 Contract Term and Timing.....	70
Figure 7 SOA HHS Platform Solution Pattern	109
Figure 8 SOA Governance Infrastructure Functional Model	125
Figure 9 Ohio Integrated Eligibility Environment at The End of Phase 1 (One)	128
Figure 10 Ohio Integrated Eligibility Environment at The End of Phase 2 (Two)	130
Figure 11 Ohio Integrated Eligibility Environment at The End of Phase 3 (Three)	131
Figure 12 Horizontal Portal Functional Capabilities	136
Figure 13 Common Integration Infrastructure Features	137
Figure 14 Key Functions of the Business Process Management Suite	140
Figure 15 Business Intelligence Solution Architecture for Phase 1	144
Figure 16 Logical Data Warehouse Reference Framework	146
Figure 17 Target Organization / Governance	174
Figure 18. OHT Health and Human Services Cabinet Structure	175
Figure 19 New System Phased Approach (Calendar Years/Quarters)	183

List of Tables

Table 1 Programs to be Served	15
Table 2 Key Features and Capabilities of Proposed System and SOA HHS Enterprise.....	31
Table 3 Procurement Schedule	34
Table 4 Technical Proposal Scored Criteria	53
Table 5 Fee Structure	55
Table 6 Proposal Response Templates.....	58

Table 7 SOA Competency Center Roles and Responsibilities Matrix.....	121
Table 8 State of Ohio Security and Privacy Policies.....	152
Table 9 Virtualization by Server Type.....	163
Table 10 Roles and Responsibilities with Regard to Environments.....	164
Table 11 Proposed Hardware Bill of Materials.....	168
Table 12 Solution Software Bill of Materials	168
Table 13 Governance Roles and Responsibilities	176
Table 14 Governance Elements Responsible, Accountable, Consulted and Informed (RACI) Chart.....	177
Table 15 Run / Build Shared Solution RACI Chart.....	177
Table 16 Offeror Staff Roles	179
Table 17 Staffing and Location Illustration – Offeror to Propose Actual Model.....	180
Table 18 Project Schedule Summary.....	183
Table 19 Recurring Deliverables.....	185
Table 20 Task Related Deliverables	185
Table 21 System Development Milestones	210
Table 22 Procurement Library	282

List of Deliverables

7.7.3.1.1.1 Deliverable 1 — Status Reporting.....	189
7.7.3.2.2.1 Deliverable 2 — Project Kickoff Presentation.....	191
7.7.3.2.2.2 Deliverable 3 — Roles and Responsibilities Plan (HR Plan).....	192
7.7.3.2.2.3 Deliverable 4 — Scope Management Plan.....	192
7.7.3.2.2.4 Deliverable 5 — Cost Management Plan	192
7.7.3.2.2.5 Deliverable 6 — Schedule Management Plan.....	192
7.7.3.2.2.6 Deliverable 7 — Communication Management Plan.....	193
7.7.3.2.2.7 Deliverable 8 — Quality Management Plan.....	193
7.7.3.2.2.8 Deliverable 9 — Risk Management Plan.....	193

7.7.3.2.2.9	Deliverable 10 — Change Management Plan	194
7.7.3.2.2.10	Deliverable 11 — Work Breakdown Structure.....	194
7.7.3.2.2.11	Deliverable 12 — Final Work Plan and Schedule	194
7.7.3.2.2.12	Deliverable 13 — Performance Management Plan	195
7.7.3.2.2.13	Deliverable 14 — Requirements Analysis, Validation and Development Plan.....	195
7.7.3.2.2.14	Deliverable 15 — System Design Plan	195
7.7.3.2.2.15	Deliverable 16 — System Development Plan	195
7.7.3.2.2.16	Deliverable 17 — Testing Plan	196
7.7.3.2.2.17	Deliverable 18 — Implementation and Deployment Plans.....	196
7.7.3.3.2.1	Deliverable 19 — Requirements Methodology and Template	199
7.7.3.3.2.2	Deliverable 20 — Detailed Functional and Non-Functional Requirements Traceability Matrices	199
7.7.3.3.2.3	Deliverable 21 — SOA Handbook	199
7.7.3.3.2.4	Deliverable 22 — SOA Functional Requirements.....	200
7.7.3.3.2.5	Deliverable 23 — SOA Non-Functional Requirements.....	200
7.7.3.4.2.1	Deliverable 24 — System Architecture	202
7.7.3.4.2.2	Deliverable 25 — SOA Models.....	202
7.7.3.4.2.3	Deliverable 26 — SOA Transition Plan	203
7.7.3.4.2.4	Deliverable 27 — Functional Design Document	203
7.7.3.4.2.5	Deliverable 28 — Technical Design Document	204
7.7.3.4.2.6	Deliverable 29 — Solution Implementation Design.....	205
7.7.3.4.2.7	Deliverable 30 — Security Plan.....	206
7.7.3.4.2.8	Deliverable 31 — Disaster Recovery and Business Continuity Plan	207
7.7.3.4.2.9	Deliverable 32 — Capacity Plan.....	208
7.7.3.4.2.10	Deliverable 33 — Infrastructure Services Plan	208
7.7.3.6.2.1	Deliverable 34 — System Testing — Test Results.....	217
7.7.3.6.2.2	Deliverable 35 — System Readiness Certification for UAT	218

7.7.3.6.2.3	Deliverable 36 — Site Readiness Reports	218
7.7.3.6.2.4	Deliverable 37 — UAT Report.....	218
7.7.3.6.2.5	Deliverable 38 — FAT Report	219
7.7.3.6.2.6	Deliverable 39 — Pilot Plan	219
7.7.3.6.2.7	Deliverable 40 — System Pilot Evaluation Report	219
7.7.3.6.2.8	Deliverable 41 — System Operations Documentation	220
7.7.3.7.2.1	Deliverable 42 — Data Conversion and Synchronization Plan	224
7.7.3.7.2.2	Deliverable 43 — Training Plan	225
7.7.3.7.2.3	Deliverable 44 — Training Materials	225
7.7.3.7.2.4	Deliverable 45 — Infrastructure Services Deployment Report.....	225
7.7.3.7.2.5	Deliverable 46 — System Maintenance, Support and System Transition Plan	226
7.7.3.7.2.6	Deliverable 47 — System Incident Reports — Warranty	226
7.7.3.7.2.7	Deliverable 48 — Corrective Maintenance Reports	226
7.7.3.7.2.8	Deliverable 49 — System Source Code and Documentation	226
7.7.3.8.2.1	Deliverable 50 — Tier 2 Help Desk Plan — M&O.....	228
7.7.3.8.2.2	Deliverable 51 — System Incident Reports — M&O	228
7.7.3.8.2.3	Deliverable 52 — Adaptive Maintenance Reports.....	228
7.7.3.8.2.4	Deliverable 53 — System Enhancements Reports	228
7.7.3.9.2.1	Deliverable 54 — Updated System Source Code and Documentation — Phase Completion and Project Closeout	229

1.0 Executive Summary

This is a Request for Competitive Sealed Proposals (“RFP”) under Sections 125.071 and 125.18 of the Ohio Revised Code (the “Revised Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”). The Department of Administrative Services is seeking innovative, flexible, and interoperable solutions for design and development of an Integrated Eligibility system built upon service oriented architecture (SOA). The solution must meet the needs of Ohio Health and Human Services (HHS) agencies by being adaptive to changing policies and business rules, interoperate with external systems, leverage modern technologies, utilize best practices in accordance with the specifications contained in this Request for Proposal (RFP), and this RFP is the result of that request. The Work as defined in this RFP includes both project services and ongoing operational (i.e., “Run”) and hosting services.

If a suitable offer is made in response to this RFP, the State of Ohio (the “State”), through the Department of Administrative Services, may enter into a contract (the “Contract”) to have the selected Offeror (the “Contractor”) perform all or part of the Work. This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the Work. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand.

Once awarded, the term of the Contract will be from the award date until the Work is completed to the satisfaction of the State or if not renewed as a result of the unavailability of funds from any source. The Contract term is subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. See Term provisions in Attachment Four of this RFP for the renewal procedure. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of Department of Administrative Services, Office of Information Technology.

The State may reject any Proposal if the Offeror fails to meet a deadline in the submission or evaluation phases of the selection process or objects to the dates for performance of the Work or the terms and conditions in this RFP.

1.1 Purpose

The Office of Health Transformation (OHT), on behalf of Ohio’s HHS agencies, is seeking to replace Ohio’s current eligibility system (known as Client Registry Information System-Enhanced (CRIS-E)) with an integrated, enterprise solution that supports both State and County operations. CRIS-E provides intake and eligibility determination support for several of Ohio’s HHS programs, as it also presents some case management functionality for several Ohio Department of Jobs and Family Services (ODJFS) programs. Nonetheless, CRIS-E is a legacy system that was designed over 30 years ago, built in 4 years, and finally implemented in 1978. In its current state, it is an amalgamation of workarounds and solution enhancements to ensure end-to-end support of cases that reside within CRIS-E.

OHT seeks to develop the SOA HHS enterprise platform upon which the Integrated Eligibility (IE) and HHS Business Intelligence (BI) System will be implemented in three phases. As a matter of convenience, the terms “Integrated Eligibility, IE, HHS Business Intelligence, and BI” shall be considered the key elements of the project and may be used interchangeably throughout this RFP depending on the context of the sections that reference one or more of these terms. The key phases that OHT has identified for this RFP and included as guidance for the Offerors to consider in their response, are described below (Section 1.2.6 contains descriptions of the Programs to be served, and reference the Procurement Library for additional guidance on HHS Program implementation by phases):

- **Phase 1 [to conclude 12/2013]** — Phase 1 deployment will include 1) Establishment of the Service Oriented Architecture (SOA) HHS enterprise platform and the components necessary to support the Integrated Eligibility (IE) solution; and 2) deployment of the Integrated Eligibility (IE) solution. Phase 1 deployment of the IE system must support the capabilities essential to meet the requirements for integrated Medicaid expansion either through the rules set by the Affordable Care Act (ACA) through the application of Modified Gross Income (MAGI) Criteria or Ohio Health Plans 1115 and any existing non MAGI criteria as determined by CMS for implementation by January 2014. Additionally, the Phase 1 deployment must include the SOA HHS enterprise capabilities of client search and lookup, and a core set of decision support capabilities through the enterprise platform’s analytical capabilities to support the new programs on the new IE solution. The SOA Competency Center governance and operational processes, as well as the common hardware and software infrastructure for all planned functionality for all work streams will be developed and deployed as well.
- **Phase 2 [to conclude 12/2014]** — The SOA HHS enterprise platform and IE solution is to be expanded to HHS programs currently supported and / or dependent on CRIS-E (see Section 1.2.4). The expanded SOA HHS enterprise capabilities enabled in Phase 2 will include additional functionality such as:
 - ☐ Referral management by State and County workers with Contracted Providers
 - ☐ Service Coordination through the enterprise components and capabilities within the State HHS and with the counties
 - ☐ Expanded set of enterprise decision support and analytic capabilities that will be used by State and County workers

At the end of Phase 2, CRIS-E is to be retired and the core capabilities for a Logical Data Warehouse are to be in place. At that point, additional data sources are to be integrated with the core physical data warehouse, and all reporting and analytics requirements of the programs on the new IE System are to be met through the Logical Data Warehouse.

Note: The State understands that there may be certain technical and / or functional constraints that may impact the Offeror's ability to deliver the Work associated with Phase 2 within the defined timeframe. The Offeror is to assess the feasibility and cost of delivering Phase 2 within the parameters of the scope outlined above (i.e., all CRIS-E and CRIS-E dependent programs) and provide alternate timeframe recommendations as the Offeror sees fit.

- **Phase 3 [to conclude 12/2015]** — The SOA HHS enterprise platform and IE solution is to be expanded to HHS programs not currently supported and/or dependent on CRIS-E (see Section 1.2.4). The expanded SOA HHS enterprise capabilities will include Service Coordination with contracted Purchase of Services (POS) Providers, and the Logical Data Warehouse will be expanded to integrate all prioritized data sources, provide for all the reporting and analytics requirements of the new IE System, and deliver all the push and pull analytics defined use cases.

In addition to the three (3) phases defined above, there are five (5) supporting, non-functional work streams that are to be implemented in conjunction to the phases. This, in turn, will ensure that all deployed technology is capable of providing the functionality required to support for the affected HHS programs. These work streams include:

1. Standup and Run SOA Competency Center and Governance
2. Standup Common Enterprise SOA Software and Hardware Infrastructure
3. Develop and Deploy Integrated Eligibility System
4. Develop and Deploy State and County Worker Collaboration
5. Develop and Deploy Shared Analytics and Reporting

For more information regarding the work streams, refer to Section 7 of this RFP.

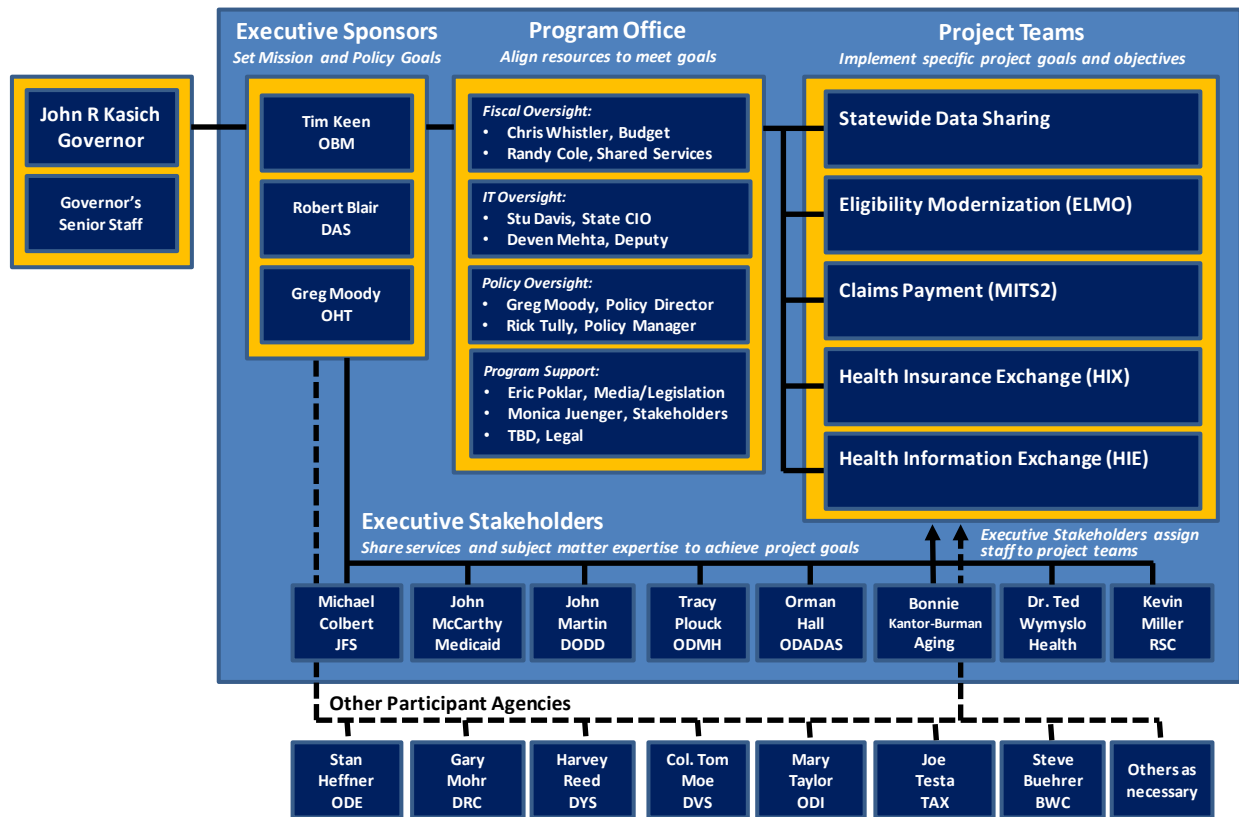
1.2 Background

1.2.1 Background

In order to improve health outcomes for citizens of Ohio, OHT, Office of Budget and Management, and Department of Administrative Services jointly established a new Health and Human Services Cabinet (refer to

Figure 1) to optimize public resources across HHS jurisdictions. The HHS Cabinet is focused on restructuring HHS operations and right-sizing State and local service capacity to be more efficient. The current priority is to align five interconnected, technology-dependent projects: **modernize eligibility systems**, explore Ohio's options regarding a health benefit exchange, **share information across state and local data systems**, integrate claims payment systems, and accelerate electronic health information exchange. The scope of this RFP is limited to the two components in bold.

Figure 1 Ohio Health and Human Services Cabinet



1.2.2 Organizational Change Management

In addition to the implementation of technology-dependent projects, the State has also recognized a need to assess and streamline its HHS operational model. The intent is to optimize the manner in which technology is leveraged and use to support HHS business processes to ensure effective and efficient HHS service delivery to citizens of Ohio.

In order to undertake such as effort, the State will acquire an Organizational Change Management (OCM) vendor. The OCM vendor will orchestrate the transition from the current business environment to a new, more efficient and effective business environment. The Integrated Eligibility and HHS Business Intelligence project imposes a paradigm shift in at least three major areas:

- Evolution from an agency-based eligibility determination to a person-centric model that presented enhanced self-service capabilities, with all Medicaid programs and other HHS programs moving to this model over the course of the project
- Transition from a collection of independent data warehouses deployed in individual State agencies to a centralized, flexible Logical Data Warehouse (LDW)
- Establishment of an agile State enterprise technology platform based on an SOA architecture

The Integrated Eligibility and HHS Business Intelligence solution vendor will work with the State and the OCM vendor to ensure strategic alignment between the deployed technology and the future state business processes and operational model. This collaboration is to occur, at a minimum, through the following activities:

- Work with Executive Leadership to refine the overall vision for the project and to develop a strategic plan for managing change; cultivate ownership and teamwork among stakeholders at executive levels
- Define a change control process for considering and accepting or denying changes (policy, planning, design, processes, etc.) throughout the project
- Develop and obtain buy-in for a stakeholder and communication management plan and work with the State to craft appropriate communication messages throughout the project
- Conduct organizational assessments and gap analyses for the affected organizations and groups (e.g. Medicaid consumers, State and county agencies) and facilitate the development of appropriate organizational structures and job descriptions
- Work with the State and the OCM vendor to define business processes, including use cases, workflows, and business rules
- Work with the State and the OCM vendor to develop and deliver training as appropriate for ODJFS and other State users, CDJFS (county) users, Medicaid consumers, providers, and other stakeholders.

1.2.3 House Bill (HB) 153

Governor Kasich's Jobs Budget (HB 153) enacted June 2011 requires Ohio Medicaid "to reduce the complexity of the eligibility determination processes for the Medicaid program caused by different income and resource standards for the numerous Medicaid eligibility categories" and "obtain to the extent necessary the approval of the United States Secretary of Health and Human Services in the form of a federal Medicaid waiver, Medicaid state plan amendment, or demonstration grant." (ORC 5111.0123)

As a result of the Jobs Budget (HB 153), the Governor's Office of Health Transformation (OHT) initiated an eligibility modernization project to simplify client eligibility based on income, streamline state and local responsibility for eligibility determination, and develop and implement a new eligibility and enrollment system for Medicaid and other federal entitlement programs. The overall goal is to improve the consumer experience and significantly reduce the costs associated with eligibility processes. Figure 2 provides a summary of the key initiatives for OHT that need to be supported by the outcomes of the Work described in this RFP.

Figure 2 Ohio Health Transformation Focus

Ohio Governor's Office of Health Transformation		Ohio Health and Human Services Transformation Framework	
	MODERNIZE MEDICAID	STREAMLINE HEALTH AND HUMAN SERVICES	IMPROVE HEALTH SYSTEM PERFORMANCE
Executive Order	Advance the Governor's Medicaid modernization and cost containment priorities in the operating budget	Recommend a permanent health and human services organizational structure and oversee transition to that structure	Engage private sector partners to set clear expectations for overall health system performance
Problem	Medicaid spending is growing at an unsustainable rate, four times faster than the Ohio economy, and now consumes 30 percent of total state spending and 4 percent of the Ohio economy	Ohio HHS policy, spending and administration is split across multiple state and local government jurisdictions, and this inefficient structure impedes innovation and lacks a clear point of accountability	Ohioans spend more per person on health care than residents in all but 13 states, yet higher spending is not resulting in better health outcomes for Ohio citizens (Ohio ranks 42 in health outcomes)
Policy Priorities	<ul style="list-style-type: none"> Improve care coordination Integrate behavioral and physical health care Rebalance long-term care 	<ul style="list-style-type: none"> Share services to increase efficiency Right-size state and local service capacity Streamline governance 	<ul style="list-style-type: none"> Get the right information in the right place at the right time Make health care price and quality information transparent Pay for value not volume
Initiatives	<p>2011 Phase I: Enact Medicaid Modernization Authority (HB 153)</p> <ul style="list-style-type: none"> Enact common-sense Medicaid modernization and cost containment proposals <p>2012 Phase II: Implement Medicaid Modernization Initiatives</p> <ul style="list-style-type: none"> Oversee program design, rules process, and implementation Secure federal support to implement reforms <p>2013</p>	<p>Phase I: Streamline Medicaid Programs (HB 153)</p> <ul style="list-style-type: none"> Reorganize funding and control of Medicaid programs to be more efficient (e.g., unified long-term care budget) <p>Phase II: Streamline HHS Operations</p> <ul style="list-style-type: none"> Restructure and consolidate HHS operations to be more efficient (e.g., eligibility modernization) <p>Phase III: Streamline HHS Governance</p> <ul style="list-style-type: none"> Recommend a permanent HHS organizational structure Oversee transition to the permanent structure 	<p>Phase I: Leverage Medicaid Purchasing Power (HB 153)</p> <ul style="list-style-type: none"> Reward best practices in health care delivery system reform (e.g., health homes, accountable care organizations) <p>Phase II: Align Public/Private Health System Priorities</p> <ul style="list-style-type: none"> Engage private sector partners to set clear expectations for overall health system performance <p>Phase III: Leverage Public/Private Purchasing Power</p> <ul style="list-style-type: none"> Standardize and publicly report performance measures Reform the health care delivery payment system
Governance	Office of Health Transformation (OHT) Medicaid Cabinet AGE, ADA, MH, DD, ODH, Medicaid with connections to JFS	Health and Human Services Cabinet DAS, OBM, OHT (executive sponsors); JFS, RSC, AGE, ADA, MH, DD, ODH, Medicaid; with connections to ODE, DRC, DVS, DOI, TAX	Payment Reform Task Force BWC, DAS, DRC, JobOhio, Medicaid, OHT, PERS, DOI, TAX
Current Work Teams	<ul style="list-style-type: none"> Reform nursing facility reimbursement (Greg Moody) Integrate Medicare and Medicaid benefits (Harry Seale) Expand and streamline home and community services (Matt Hobbs) Create health homes for people with mental illness (Jon Barley) Restructure behavioral health system financing (Tracy Plouck) Improve Medicaid managed care plan performance (John McCarthy) Provide accountable care for children (Patrick Beatty) Transfer the ICF program to ODOD (Patrick Stephan) Coordinate Medicaid with other state programs (Patrick Beatty) 	<ul style="list-style-type: none"> Share information across state and local data systems (Deven Mehta) Modernize eligibility determination systems (Rick Tully) Integrate claims payment systems (John McCarthy) Plan Ohio's health insurance exchange (Carnie Haughtwout) Accelerate electronic health information exchange (Rex Plouck) Coordinate housing programs (Tracy Plouck) Coordinate early childhood health care programs (Anne Harrison) Coordinate health care workforce development programs (TBD) Recommend a permanent HHS organizational structure (Greg Moody) 	<ul style="list-style-type: none"> Encourage Patient-Centered Medical Homes (Ted Wymysio) Standardize performance measurement and public reporting (TBD) Reform the health care delivery payment system (Greg Moody)

More information on this and other OHT initiatives can be found on the OHT website (<http://healthtransformation.ohio.gov/>).

To develop and operate the systems as part of this project, Ohio will utilize federal financial support that has been made available to integrate eligibility systems. In August 2011, Centers for Medicare and Medicaid Services (CMS), the HHS Administration for Children and Families, and the U.S. Department of Agriculture released a letter to provide States with information about a time-limited opportunity to use enhanced (90%/10%) federal funding to integrate eligibility determination functions across health and human services programs. The new policy for the use of enhanced federal funding allows human services programs (including but not limited to Temporary Assistance for Needy Families, Child Care and Development Fund and the Supplemental Nutrition Assistance Program) to utilize systems designed specifically for determining a person's eligibility for certain health coverage programs (i.e., Medicaid and premium tax credits and cost sharing benefits through an Exchange) without sharing in the common system development costs, so long as those costs would have been incurred to develop systems for an Exchange and Medicaid. This policy only applies to development costs for eligibility determination systems, and terminates on December 31, 2015 and provides a critical framework for the Work defined in this RFP.

1.2.4 Overview of the HHS Delivery System and OHT's Role

Ohio HHS policy, spending, and administration are split across multiple state and local government jurisdictions. There are six state agencies (Aging, Health, Alcohol and Drug Addiction, Mental Health, Developmental Disabilities, and Job and Family Services) that directly administer Medicaid programs, and at least 14 that administer other health, human services, and education programs. Each of these agencies has a local counterpart, most in 88 counties, some regionally, and in smaller units for public

health (125 districts) and primary and secondary education (613 districts). The Office of Health Transformation is working to reduce the complexity and fragmented nature of this structure in order to improve efficiency and consistently produce programs that function in an integrated manner across systems to coordinate the services a person may need.

1.2.5 OHT's Mission and Structure

OHT was created by Executive Order to carry out the immediate need to address Medicaid spending issues, plan for the long-term efficient administration of the Ohio Medicaid program, and act to improve overall health system performance in Ohio. Primary efforts include Modernizing Medicaid, Streamlining Health and Human Services, and Improving Overall System Performance. The Integrated Eligibility initiative is being pursued as part of Streamlining Health and Human Services. The Streamlining work is coordinated through the Health and Human Services (HHS) Cabinet, which was jointly established by OHT, the Office of Budget and Management, and Department of Administrative Services. The Cabinet works to optimize public resources across HHS jurisdictions. The current focus is on streamlining HHS operations and right-sizing state and local service capacity to be more efficient. The ultimate goal is to share services in a way that improves customer service, increases program efficiencies, and reduces overall costs for Ohio's taxpayers.

1.2.6 Programs to be served

The programs which the proposed System will serve are included in Table 1 below.

Table 1 Programs to be Served

Department Name	Program	Program Description	Dependent on or Leveraged through CRIS-E
Medicaid	<p>Children and Pregnant women</p> <p>Includes:</p> <ul style="list-style-type: none"> • Healthy Start • Healthy Families • Foster Care Age Out • Presumptive Eligibility • 19/20 year olds (Rib Kids) 	<p>Healthy Start is a <u>federal/state Medicaid-CHIP funded</u> program that provides children (up to age 19) in families with income at or below 200% of the federal poverty level, a comprehensive health care package.</p> <p>The program also covers pregnant women (any age) in families with income at or below 200% of the FPL.</p> <p>Healthy Families is a <u>federal/state funded</u> program that provides the same quality health care coverage as Healthy Start to parents/caregivers and their dependent children who have an income at or below 90% of the FPL.</p> <p>Foster Care Age Out program provides coverage to those who were under the responsibility of the state on their 18th birthday. Coverage to age 26 (beginning 1/1/14; current coverage to 21)</p> <p>Presumptive Eligibility provides pregnant women and children immediate access to Medicaid services without waiting on full Medicaid determination.</p> <p>19/20 year olds program provides Medicaid to those who meet very low income limits but do not meet the definition of a dependent child.</p> <p>Approximate number served annually: 1,640,233</p>	Yes
Medicaid	Aged, Blind and Disabled (ABD) LTCSS	<p>ABD is a <u>federal/state funded</u> program made available to Ohioans who are aged, blind or disabled (as classified by the Social Security Administration)</p>	Yes

Department Name	Program	Program Description	Dependent on or Leveraged through CRIS-E
	<p>Includes :</p> <ul style="list-style-type: none"> • Medicaid Buy-in for Workers with Disabilities • Waivers • NFs & ICFs/MR 	<p>Medicaid Buy in for Workers with Disabilities provides Medicaid coverage for those who work but are considered disabled.</p> <p>Waivers allow individuals with disabilities and chronic conditions to receive care in their homes and communities instead of in long term care facilities, hospitals or intermediate care facilities.</p> <p>Medicaid provides, for those who qualify, Nursing Facility and Intermediate Care Facility services.</p> <p>Approximate number served annually: 412,575</p>	
Medicaid	<p>Community Adults</p> <p>Includes:</p> <ul style="list-style-type: none"> • MAGI or 1115 waiver eligibles or other Medicaid eligibility groups as specified by CMS (currently not supported by CRIS-E) • EIL income standard 	<p>Community Adults, or Group 8, is a federal/state funded program that provides Medicaid services to adults who do not meet the Medicaid eligibility criteria for community services.</p> <p>MAGI income standard of 133% FPL (after a 5% disregard) for qualified individuals under the age of 65 without Medicare. There is no option to spend down associated with the Community Adult Group.</p> <p>EIL income standard of 70% FPL is used for those 65 or older or who have Medicare. A spend down option is available.</p> <p>Approximate number served annually: 770,388</p>	Yes
Medicaid	<p>QMB/SLMB/QI1</p> <p>Medicaid Premium – Buy-</p>	<p>Medicare Premium Assistance is a federal/state funded program helping consumers who qualify for Medicare with one or more of the following; Medicare Premiums, Deductibles, Co-Pays. These programs are: Qualified Medicaid Beneficiary, Specified Low-Income Medicare Beneficiary, and</p>	Yes

Department Name	Program	Program Description	Dependent on or Leveraged through CRIS-E
	In	Qualified Individual. Approximate number served annually: 119,024	
JFS	Ohio Works First	Ohio Works First is a <u>federal/state funded</u> program established to provide time-limited cash assistance to eligible families through Ohio's Temporary Assistance to Needy Families Program (TANF). TANF emphasizes employment, personal responsibility, and self-sufficiency. Approximate number served annually: 444,111	Yes
JFS	Prevention, Retention and Contingency	PRC is a <u>federal/state funded program</u> established to help families overcome immediate barriers to self-sufficiency. Benefits are available at county department of Job and Family Services agencies and are based on the need of the local community. PRC benefits are based on needs of the local community and vary between counties. Approximate number served Quarterly: 18,605 4Q SFY 2011.	Yes
JFS	Disability Financial Assistance (DFA)	DFA is a <u>state funded</u> program providing a safety net for needy individuals who do not meet all of the eligibility requirements necessary to receive help from other federal and state benefit programs. Approximate number served annually: 13, 298	Yes
JFS	Food Assistance	Food Assistance is a <u>federal/state funded</u> program designed to raise nutritional levels, to expand buying power and to safeguard the health and well-being of individuals in low-income households. Food Assistance benefits are used to buy most food or food products intended for human consumption. Approximate number served annually: 2,330,187	Yes

Department Name	Program	Program Description	Dependent on or Leveraged through CRIS-E
JFS	Publicly Funded Child Care	Publicly funded child care is a <u>federal/state funded</u> program offering financial assistance to eligible parents to assist in paying for child care while they engage in work or approved school or training activities. Approximate number served annually: 183,655	No
JFS	Refugee Cash Assistance	Refugee Cash Assistance is a <u>federal funded</u> program that provides up to eight months of cash assistance equal to OWF, for refugees who are not eligible for OWF, SSI or other forms of cash assistance.	Yes
JFS	Refugee Medical Assistance	Refugee Medical Assistance is a <u>federal funded</u> program that provides up to eight months of medical assistance equal to Medicaid for refugee who are not eligible for Medicaid. Approximate number served annually: 1,566 Combined Refugee Cash/Medical Assistance	Yes
JFS	Child Support	Child support is a <u>federal/state funded</u> program providing services that help to ensure that children receive the financial and medical support they are legally entitled to and deserve. Approximate number served annually: 1Million	Yes
JFS	Transitions Carve Out	Transitions Carve Out is a federal/state Medicaid funded Home and Community Based Waiver that provides nursing services, personal care assistance services and/or skilled therapy services, and waiver-specific services such as home modifications, home-delivered meals, adult day health care, respite care, supplemental transportation, adaptive/assistive devices, and emergency response systems to individuals 60 and over with an intermediate or skilled level of care need. This waiver is not open to new enrollees.	No

Department Name	Program	Program Description	Dependent on or Leveraged through CRIS-E
JFS	Ohio Home Care Redesign	Ohio Home Care is a federal/state Medicaid funded Home and Community Based Waiver that provides nursing services, personal care assistance services and/or skilled therapy services, plus waiver-specific services such as home modifications, home-delivered meals, adult day health care, respite care, supplemental transportation, adaptive/assistive devices, and emergency response systems to individuals age 59 or younger with an intermediate or skilled level of care.	No
ADA	Family Reunification and Stabilization (HB 484) <i>Note: This program does not currently have dedicated funding allocated in the state's biennium (2012-2013) budget</i>	Family Reunification and Stabilization (HB 484) is a state funded program for the provision of a statewide plan that will prioritize substance abuse services for families involved in the child welfare system and who are in danger of having their children removed from their homes due to abuse and neglect as a result of substance abuse.	No
ADA	Access to Recovery (ATR) <i>Note: Time limited grant subject to reauthorization in 2014</i>	ATR is a federal/state funded program for the provision of electronic vouchers for treatment and /or recovery support services to eligible adults, adult veterans, and adolescent participants. The program provides services in Cuyahoga, Lorain, Mahoning and Summit counties. The goals of the ATR program are to expand access to services, increase capacity of service providers in targeted areas and improve recovery outcomes. <u>Approximate number served annually: N/A</u>	No
ADA	Recovery to Work (R2W)	R2W is a state/local funded program that encourages local ADAMH boards to integrate vocational rehabilitation services with treatment services while an individual works towards recovery as a part of the workforce and community. Local boards are provided a 300% match on each dollar put forth in	No

Department Name	Program	Program Description	Dependent on or Leveraged through CRIS-E
	<i>Note: Time limited grant ending in September 2012</i>	this program. Approximate number served annually: 4,013.	
Age	OAA- Older Americans Act Programs	OAA is a <u>federal/state funded</u> program that supports nutrition programs, home- and community-based services, caregiver support, disease prevention and self-management programs, long-term care ombudsman programs and senior employment programs. Approximate number served annually: 240,000	No
Age	PASSPORT	PASSPORT is a <u>federal/state Medicaid funded</u> Home and Community Based Waiver program that provides personal care, home delivered meals, adult day care, homemaker, emergency response, medical equipment and supplies, chore services, social work counseling, nutritional counseling, minor home modifications, independent living assistance, enhanced community living, community transitions and transportation to individuals age 60 and over. Approximate number served annually: 41,500	Yes
Age	Assisted Living	Assisted Living is a <u>federal/state Medicaid funded</u> Home and Community Based Waiver program that provides community transitions services and assisted living services to aged and disabled individuals age 21 and over. Approximate number served annually: 4,065	Yes
Age	Choices	Choices is a <u>federal/state Medicaid funded</u> Home and Community Based Waiver program that provides home care attendant services, adult day care, home delivered meals, emergency response, medical equipment and supplies, minor home modifications, and pest control to aged and disabled individuals who are aged and disabled and over who live in four geographic areas.	Yes

Department Name	Program	Program Description	Dependent on or Leveraged through CRIS-E
		Approximate number served annually: 766	
Age	Program of All Inclusive Care (PACE)	<p>PACE, Program of All Inclusive Care, is a <u>federal Medicare/state Medicaid funded</u> managed care model that provides participants with all of their needed health care, medical care and ancillary services in acute, sub-acute, institutional and community settings. Individuals must be age 55 and over and meet the nursing facility level of care and live in the area served by the PACE site. The program is in two geographic areas.</p> <p>Approximate number served annually: 900</p>	Yes
DODD	Transitions Waiver (TDD)	<p>TDD is a <u>federal/state Medicaid funded</u> Home and Community based waiver program for the provision of home and community based services to individuals with an ICF/MR (intermediate care facility for individuals with mental retardation) level of care.</p> <p>Approximate number served annually: 2,900</p>	Yes
DODD	Individual Options (IO)	<p>IO is a <u>federal /state Medicaid funded</u> Home and Community based waiver program for the provision of home and community based services to individuals with an ICF/MR level of care. It is a comprehensive uncapped waiver with annual budget limitations calculated for each individual using the Ohio Departmental Disabilities Profile.</p> <p>Approximate number served annually: 16,700</p>	Yes
DODD	Level One (LV1)	<p>LV1 is a <u>federal/state Medicaid funded</u> waiver program for the provision of home and community based services to individuals with an ICF/MR level of care. It is designed to offer limited supports that allow individuals to remain in their homes.</p> <p>Approximate number served annually: 11,000</p>	Yes

Department Name	Program	Program Description	Dependent on or Leveraged through CRIS-E
DODD	Self-empowered Life Funding (SELF)	SELF is a <u>federal/state Medicaid funded</u> waiver program for the provision Community Inclusion services available with the SELF waiver support an individual's full participation in his or her community, such as personal assistance in the home or in the community with life activities. Part of the waiver capacity includes 100 children with intensive behavioral needs who will receive a state-funded waiver. Approximate number served annually: 500	Yes
ODH	Bureau for Children with Medical Handicaps Treatment Program	BCMh is a <u>federal/state/local funded</u> program that serves Ohio's children (age 0-21) with special health care needs. Approximate number served annually: 43,000	No
ODH	Breast and Cervical Cancer Project (BCCP)	BCCP is a <u>federal/state funded</u> program offering high-quality breast and cervical cancer screenings and diagnostic services to women at or below 200% of the Federal Poverty Guideline. Approximate number served annually: 17,000	Yes
ODH	Ryan White Part B – Medical Case Management and OHDAP	Ryan White Part B is a <u>federal/state funded</u> program designed to promote access to medical care and related supportive services for eligible Ohioans living with HIV/AIDS. Approximate number served annually: 8,000 individuals through medical case management and over 4,000 individuals with the provision of life saving medications.	No
ODH	Bureau of Child and Family Health Services Program	Child and Family Health Services (CFHS) is a <u>state funded</u> program is designed as an organized community effort to eliminate health disparities, improve birth outcomes and improve the health status of women, infants and children in Ohio. Approximate number served annually: 17,000	No

Department Name	Program	Program Description	Dependent on or Leveraged through CRIS-E
ODH	Special Supplemental Nutrition Program for Women, Infants and Children (HHS)	HHS is a <u>federal/state funded program</u> that provides nutrition and breastfeeding education and support; supplemental, highly nutritional foods, infant formula; referrals to pediatric health care and other maternal and child health and human services program. The program operates in all (88) Ohio counties and serves income eligible pregnant and breastfeeding women, women who recently had a baby, infant and children up to five years of age who are at health risk due to inadequate nutrition. Approximate number served annually: 250,000	No
ODH	Help-Me-Grow – Early Intervention	Help Me Grow Early Intervention is a <u>federal/state funded</u> program for the provision of early intervention services to children under the age of 3 with developmental delays and disabilities as provided for under the federal Individuals with Disabilities Education Act (IDEA). Approximate number served annually: 27,600	No
ODH	Help-Me-Grow – Home Visiting	Help Me Grow Home Visiting is a <u>federal/state funded</u> program for the provision of services to educate expectant or new parents on health and child development through voluntary home visiting services. The goal is to give parents the information and support they need to be prepared for the birth of their child and provide ongoing support for families to understand and maximize this very important period of development. Approximate number served annually: 7000	No
MH	Residential State Supplement (RSS)	RSS is a <u>state funded</u> program that provides cash assistance to supplement eligible recipients of Social Security, SSI, and SSDI. The program provides financial assistance to those with low incomes who have a disability and/or are over age 60 and do not require care at a nursing facility. Approximate number served annually: 1,400	Yes

Department Name	Program	Program Description	Dependent on or Leveraged through CRIS-E
Development	Home Energy Assistance Program	<p>The Home Energy Assistance Program (HEAP) is a federally funded program administered by the Ohio Department of Development's Office of Community Assistance (OCA). It is designed to help eligible low-income Ohioans meet the high costs of home heating and/or prevent energy crises such as disconnection of service.</p> <p>Approximate number served annually: 460,000 households</p>	Yes
Development	Home Weatherization Assistance Program	<p>The Ohio Home Weatherization Assistance Program (HWAP) is a federally funded program designed to increase the energy efficiency of dwellings owned or occupied by income-eligible Ohioans, reduce participants' household energy expenditures, and improve participants' health and safety.</p> <p>Approximate number served annually: 4,000 households</p>	Yes
Development	Electric Percentage of Income Payment Plan	<p>PIPP Plus is a rate-payer funded program that offers extended payment arrangements for consumers of regulated gas and electric companies to make payments based on a percentage of their household income while also providing an arrearage credit incentive for in-full and on-time payments.</p> <p>Approximate number served annually: 410,000 customers</p>	Yes
Development	Community Service Block Grant (CSBG)	<p>CSBG is a federally-funded program that grants funds to nonprofit Community Action Agencies for the coordination and linkage of public and private resources in order to focus resources on specific poverty issues at the community level. Grantees establish priorities based on assessed needs and determine the resources available to the Community Action Agencies.</p> <p>Approximate number served annually: 1.4 million services provided</p>	No
Education	National School Lunch (NSLP)	<p>The National School Lunch Program is a federal/state funded program for the provision of reimbursements to schools serving meals to students.</p>	No

Department Name	Program	Program Description	Dependent on or Leveraged through CRIS-E
		<p><i>For NSLP children are either directly certified through our software program (Direct Certification) and deemed free eligible (and any child in a household with a Direct Cert child are automatically free eligible), or a household can submit a Free and Reduced Student Meal Application for the children in the household to qualify through an income scale or provision of a food stamp number, or a child can be deemed automatically free eligible if they reside in a residential treatment facility, or a child can be deemed free eligible if the school coordinator of the following programs sends a signed statement to food service stating the child is under that program: Head Start, Homeless, Migrant, Runaway or Foster.</i></p> <p>Approximate number served annually: 1.3 million</p>	
Education	Child and Adult Care Food Program (CACFP)	<p>CACFP is a federal/state funded program that provides meals reimbursements for licensed or approved child and adult care centers to help promote understanding of nutrition in overall health and develop positive food-related attitudes and behaviors.</p> <p><i>A non-profit sponsor must have a 501.3c a for profit sponsor must provide evidence that at least 25% of the children enrolled in their center either have title XX (Childcare subsidy) benefits are have submitted an income eligibility application and are eligible to receive free or reduced-price lunches.</i></p> <p><i>For reimbursement: a sponsor must provide parents or guardians with an income eligibility application (IEA). The sponsor's reimbursement is based on the percentage of children who are categorized as free, reduced-price or paid. Any child without an IEA is categorized as paid.</i></p> <p><i>For Family Day Care Homes: the homes are can be either a tier I or Tier II home, A tier I home is based on geographic eligibility – the home must be located in a community where the closet school has a 50% or greater free or reduced price eligibility of the children enrolled in the community, or census data can be used, if the home again is in a census track that the number of children in that tract at least 50% have been determined to be in poverty or the home provider can use a IEA form to determine her poverty level. If the home is tier 1 all meals served receive the highest reimbursement rate. In a tier II home the parents of the children enrolled can complete an IEA form, for those that do</i></p>	No

Department Name	Program	Program Description	Dependent on or Leveraged through CRIS-E
		<p><i>if the their income meets the free or reduced price category then the meals served to those children would receive the highest reimbursement all other would receive the lower rate.</i></p> <p>Approximate number served daily: 124,776</p>	
Education	Summer Food Program (SFP)	<p>The Summer Food Program is a federal/state funded program offered through the Ohio Department of Education that provides nutritious meals and snacks in sites that meet eligibility requirements.</p> <p><i>The sponsor must be a non-profit and have a 501.3 C. Open sites must meet a geographic eligibility (closest school has a 50% eligibility rate for free and reduced price meals). Closed enrolled sites can use school data, census data or IEA forms – If using IEA forms 50% of the children must be eligible for Free or reduced price meals, if they meet this threshold all meals are reimbursed, if they don't meet the threshold then no meals are reimbursed.</i></p> <p><i>Camps: camps must use IEA forms, only the meals served to eligible children are reimbursed.</i></p> <p>Approximate number served daily: 61,001.</p>	No

1.2.7 RFP Objectives and Key Dates

This RFP provides interested Offerors with information needed to understand the desired Integrated Eligibility and HHS Business Intelligence solution, assess the level of effort required to meet the defined requirements and to submit a proposal for consideration:

- Enable the effective sharing, reuse, and governance of Enterprise Business and Technical Services through the deployment of a SOA Competency Center
- Enable the vision for an integrated approach to the State's health and human services programs and services based on a person-centered model of practice
- Enable Ohio's Eligibility Modernization Project to replace the current CRIS-E Eligibility System on a SOA HHS enterprise platform that will be developed and deployed through a phased approach for meeting the future technology needs of all of Ohio's HHS programs as follows –
 - ❑ Starting with the implementation of the essential technical components and capabilities to meet the State's functional needs for all Medicaid programs followed by the expansion of technical and functional capabilities to meet the needs of other HHS programs supported by or leveraging the CRIS-E system resulting in the retirement of the CRIS-E system as soon as possible
 - ❑ Implementing Phase 1 by January 2014 (go live), Phase 2 by December 2014 and Phase 3 by December 2015
 - ❑ Providing users with one user interface to fulfill their work responsibilities in using the legacy and new IE systems. Using the technical components and functional capabilities of the SOA HHS enterprise platform to provide single point of access (Gateway) for users to the new IE system for Medicaid Programs and to the legacy CRIS-E system for the other HHS programs while the two systems have to coexist
 - ❑ Ensuring a design, development and deployment approach to the SOA HHS Enterprise and the new IE system essential to maximize the full extent possible of enhanced federal funding by December 2015
- Strengthen data sharing, worker collaboration and decision support at all levels through a new Service Oriented Architecture (SOA) HHS Enterprise
- Enable a SOA shared services platform that can be leveraged by other agencies into the future

OHT's intent is to evaluate the necessary software solution(s), implementation, maintenance and operations, and hosting services in the context of the RFP. OHT is interested in Proposals that demonstrate a creative approach to meeting the requirements for the development of a SOA HHS Enterprise Platform and a new Integrated Eligibility Solution and encourages prospective Offerors to develop strategic partnerships in blending the capabilities and skills necessary to develop the best value solution for OHT.

The purpose of this RFP is to provide sufficient information to interested Offerors to prepare and submit proposals for consideration by OHT for:

1. Designing, developing and implementing (DDI) the proposed SOA HHS Enterprise Platform and a new Integrated Eligibility Solution that will meet the known, expected, and future integrated eligibility, Consumer Self-Service, State/County worker collaboration capabilities, integrated reporting, and shared analytics requirements of OHT.
2. Providing on-site user training and complete up-to-date operational, technical, and user documentation
3. Conducting a post-implementation review and sign off period
4. Ongoing support relative to maintenance, enhancement and operations of the system during the phased DDI effort and post full deployment
5. Hosting support for the proposed system during the phased DDI effort and post full deployment

This RFP contains instructions governing the Proposals to be submitted and the material to be included herein; a description of the solution to be provided; general evaluation criteria; and other requirements to be met by each Proposal.

1.2.8 Health and Human Services Objectives for the Proposed System

A key driver for the Work defined in this RFP is OHT's vision for the transformation of the State's health and human services programs from a system that is program/agency driven to one that is person/family-centered. The transformation of HHS enabled through the SOA HHS enterprise platform and new Integrated Eligibility System will focus on the following HHS transformation objectives:

- Improving citizen access to the State's HHS programs through robust self-service and improved self-sufficiency, and participation in State programs and services
- Strengthening the outcomes of the services provided in meeting a person and family's needs and preventing deeper end and more costly publicly funded services
- Reducing the cost of services by preventing service delivery duplication, waste, fraud and abuse
- Enhancing the quality of the State's services and interactions with HHS program participants

Figure 3 illustrates the transformation envisioned for the State HHS programs.

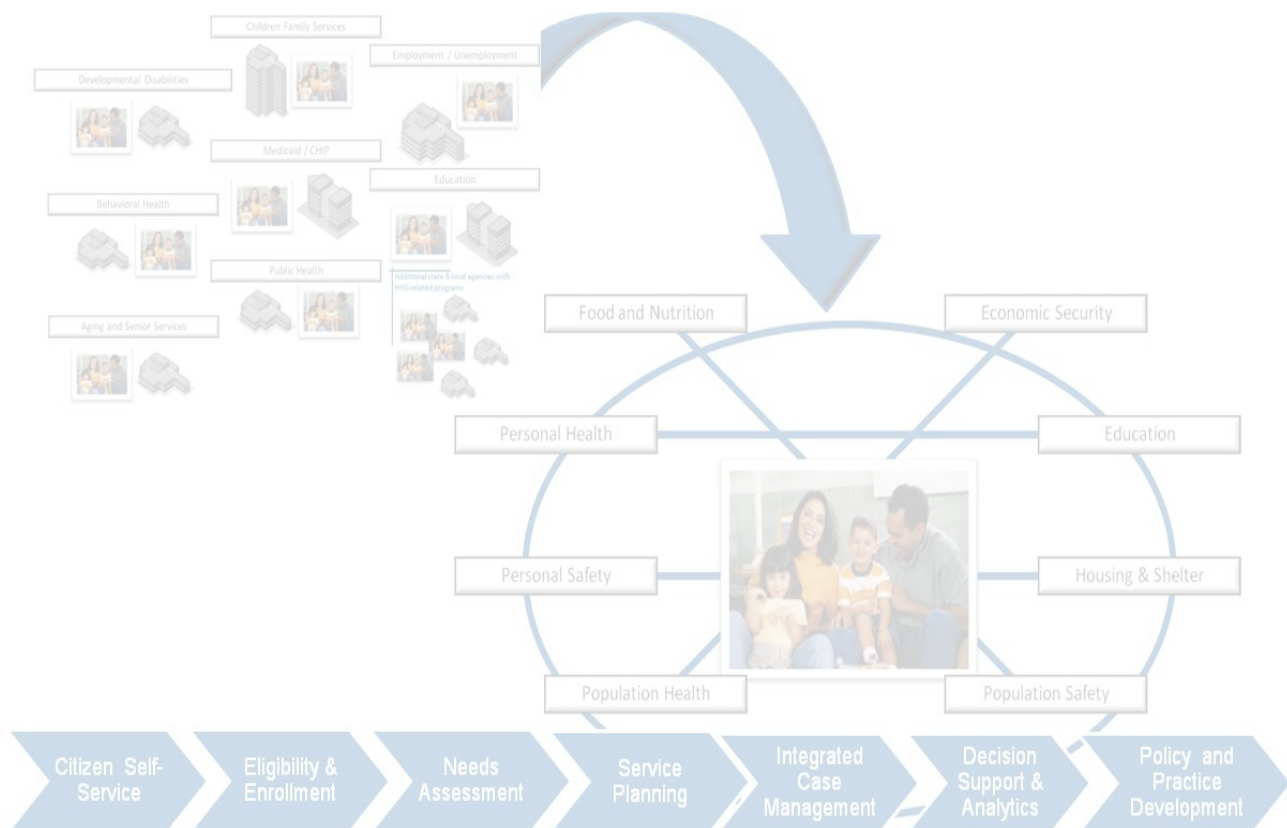


Figure 3 Ohio HHS Transformation from Agency to Person/Family Centered Model of Practice

The SOA HHS enterprise platform and new integrated eligibility system will support OHT in achieving the transformation objectives through supporting:

- *Streamlining the operations of the State's HHS:*
 - ❑ *Share services to increase efficiency*
 - ❑ *Right-size State and local service capacity*
 - ❑ *Streamline Governance*
- *Improving HHS System Performance:*

OHT recognizes that a modern and contemporary information system is required to support this transformation for improving the State's HHS programs' efficiencies, effectiveness, outcomes and the quality of service for both the State and County staff and importantly, for those served through the State's programs.

Moving to a person/family-centered model of practice requires a different approach to technology support which in the past has been focused on building agency or program-specific solutions. Ohio's vision for the transformation of HHS will require an integrated enterprise technology approach that:

- Provides a one stop access point to support the person centric model beginning with Outreach (e.g. Program Socialization, Information Sharing, Exploration, etc.) through benefit reconciliation
- Leverages the agility and adaptability of service oriented architecture
- Supports integrated consumer access, robust self-service for eligibility application and determination and enhanced service delivery and case management coordination across the State's HHS programs
- Improves the State and County workers' and consumers' experience and outcomes
- Provides for improved data quality, accuracy and timeliness
- Establishes master client and provider index capabilities
- Builds an enterprise data warehouse and business intelligence set of capabilities across the State's HHS programs
- Implements a shared services approach that can provide common technology components and capabilities to support information integration and exchange and shared analytics to enhance decision support at all levels

OHT understands that the scale of this project and the need for the next generation technology for the State's HHS programs will necessitate a strategic partnership between OHT and the Contractor to achieve the State's vision for HHS transformation.

The functional areas of the new IE System are to include, but are not limited to the components identified in Figure 4. Within each functional area, the system is to offer key features that are needed to support HHS operations (illustrated in Table 2).

Figure 4 High-Level Functionality for the Proposed System

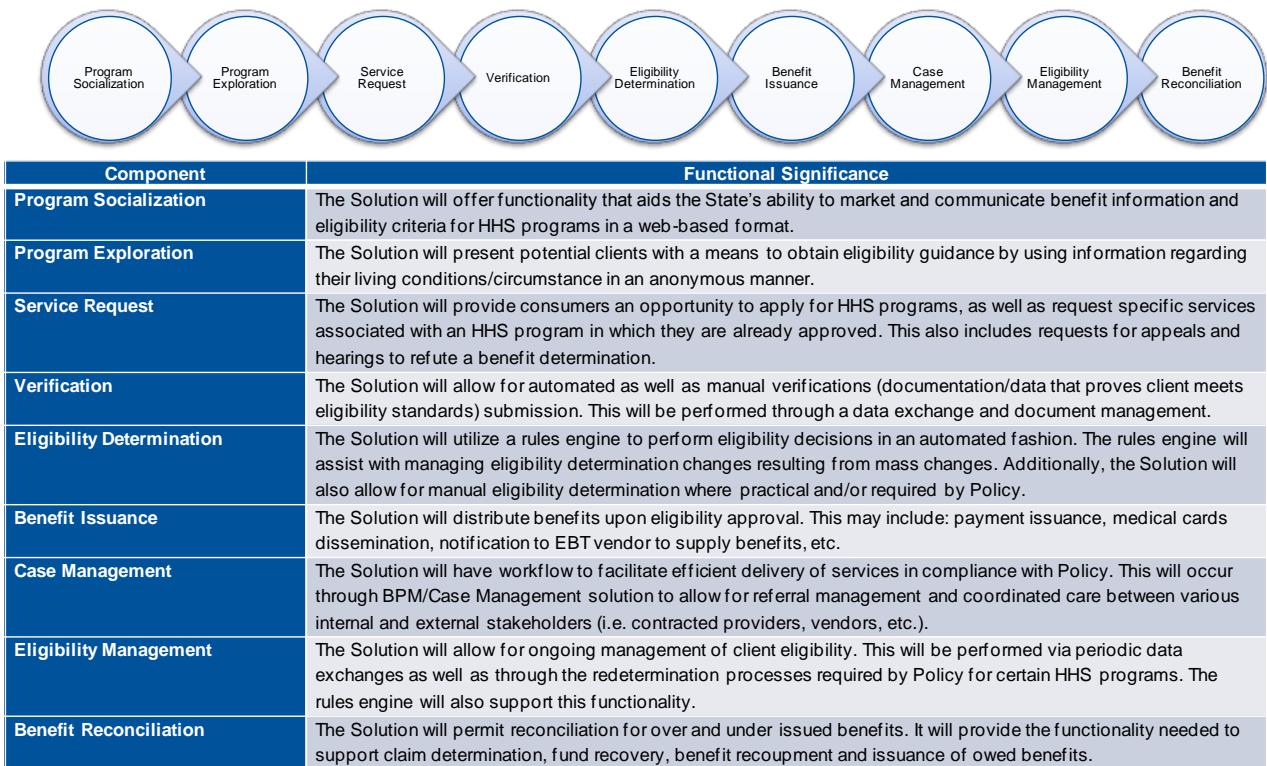


Table 2 Key Features and Capabilities of Proposed System and SOA HHS Enterprise

Integrated Eligibility	<ul style="list-style-type: none"> Ability to transform the current eligibility and enrollment functions to a consumer-centered model that incorporates a client registry and an electronic case record and improves both user and consumer experience that will include: <ul style="list-style-type: none"> Simplifying client eligibility rules to be based on fewer criteria that can be more easily utilized across agencies and counties and enable by flexible, adaptable, extensible and easy to use rules engine that can serve all the State's programs Providing for robust citizen self-service through multi-channel use of technology and automated validation and verification Enabling eligibility determination to be completed by the appropriate person(s) in real-time or near real-time with automated validation and verification for all HHS programs, with staff intervention only where requested or required by program policy
	<ul style="list-style-type: none"> Modernizing eligibility systems technology to enable the streamlining of criteria and enable ease of future changes to rules
	<ul style="list-style-type: none"> Hosting eligibility criteria in a transparent, collaborative manner that allows for updates to criteria

	<p>in an efficient manner</p> <ul style="list-style-type: none"> ■ Providing for the transfer of consumer eligibility, enrollment, and disenrollment information between Medicaid and other insurance coverage options including public/private health plans and other federal entitlement programs such as SNAP and TANF as well as other agencies and departments within the state ■ Automating notices and alerts ■ Adding controls to provide for more accurate processing and support comprehensive quality monitoring program
Client / Consumer Look-Up	<ul style="list-style-type: none"> ■ Ability to conduct Client/Consumer look-up, search and view query results - allow identification of a citizen and their family across programs and jurisdictions ■ Master Client Index, “White Pages”, with summary and demographic information ■ Identification of program enrollment and current services ■ Ability to retrieve data from existing, electronic sources including scanned documents to streamline the application and renewal processes, minimize duplication of effort, and reduce the overall paper work involved
Referral Management	<ul style="list-style-type: none"> ■ Ability to support electronic creation and routing of referrals, acknowledgment and confirmation of referral acceptance, as needed tracking of referral status
Service Collaboration	<ul style="list-style-type: none"> ■ Common client service integration and prevention of duplication ■ Ability to support outcome-focused case management
Scheduling	<ul style="list-style-type: none"> ■ Ability for clients to schedule appointments ■ Ability to use resource calendars, which define appointment availability, when assigning appointment times
Data Sharing and Analytics	<ul style="list-style-type: none"> ■ “Pushed” – Notices, alerts and decision support capabilities ■ “Pulled” – Reporting and further decision support capabilities ■ Reduce the time required to gather, process and share information that is necessary for the provision of services and benefits, and the reporting on those services and benefits ■ Increase the accessibility to population-based anonymous but granular data for research and public consumption ■ Provide for Forecasting and Trend Analysis needs for all federal, state and local agencies and agency partners ■ Enhance capacity to do “predictive modeling” and “what if” scenarios to support program and policy development ■ Address data definition, transformation, integrity and quality issues for consistency across

	<p>programs, agencies and jurisdictions</p> <ul style="list-style-type: none"> ■ Leverage current data staging, data warehouse and business intelligence (BI) initiatives to move forward with an “enterprise” approach to decision support
Privacy and Security	<ul style="list-style-type: none"> ■ Controlling access to data to ensure privacy and security in compliance with all applicable state and federal regulations ■ Centralized User Account Management, Authentication and Authorization, and User Provisioning ■ Centralized Consent Management services ■ Strengthened security, audit trails, quality assurance and fraud, and abuse prevention and detection
Interoperability / Reusability	<ul style="list-style-type: none"> ■ Ability to interface or integrate with other service delivery systems internal and external to the State’s HHS Agencies ■ Ensure that the proposed enterprise data interchange, aggregation and analytics solution(s) coexist well with existing agency systems by being based on national standards for interoperability and data sharing thus protecting existing investments, applying national standards in Ohio and supporting incremental adoption of an enterprise approach to data sharing and shared analytics to strengthen decision making capabilities ■ Utilizing today’s technology and incorporating industry standards to provide a modern system with components that can be easily changed, combined, and reused to meet current and future needs for more efficient, transparent, public health products

The proposed system is to have a SOA platform that enables service levels, future upgrades, replacement, and augmentation allowing the system to be incrementally modernized throughout its life span. This is required to enable the system to fit the future HHS needs without a complete replacement.

1.3 Calendar of Events

The schedule for the RFP process and the Work is given below. The State may change this schedule at any time. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Website’s question and answer area for this RFP. The Website announcement will be followed by an amendment to this RFP, also available through the State’s Procurement Website. After the Proposal due date and before the award of the Contract, the State will make schedule changes through the RFP amendment process. It is each prospective Offeror’s responsibility to check the Website question and answer area for current information regarding this RFP and its Calendar of Events through award of the Contract.

The State reserves the right to modify or adjust this calendar as appropriate and will notify Offerors in the event of an adjustment to this schedule. All dates are 2012 unless otherwise noted.

Key Dates are shown in **boldface** below as they pertain to Proposal submissions and mandatory participation for Qualified Offerors. The dates in Table 3 below are firm unless designated as an estimated date.

Table 3 Procurement Schedule

Date	Audience	Item
August 6	All Prospective Offerors	Release of RFP
August 7	All Prospective Offerors	General Inquiry Period Begins
August 20	All Prospective Offerors	Pre-Proposal Conference
September 4	All Prospective Offerors	Inquiry Period Ends
September 4	All Prospective Offerors	Procurement Library Closes
September 24	All Prospective Offerors	Technical and Cost Responses Due – 1:00 PM
September 24	State Evaluation Team	Evaluation of Technical Responses
September 24	All Prospective Offerors	State Clarification and Q&A of Technical Responses (if required)
October 7	State Evaluation Team	Evaluation of Cost Responses
October 9	All Prospective Offerors	State Clarification and Q&A of Technical Responses (if required)
October 15	State Evaluation Team	Identification of Likely Finalist(s)
October 15	State Evaluation Team	Final Clarifications (if required with Finalist(s))
November 16	State Procurement	Contract Award – Subject to successful completion of contracting phase
November 19	Work Commences	Per Contract Award

There are references in this RFP to the Proposal due date. Unless it is clearly provided to the contrary in this RFP, any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due.

2.0 Structure of the RFP

2.1 Organization

This RFP is organized into 5 parts and has 5 attachments. The parts and attachments are listed below. There also may be one or more supplements to this RFP listed below.

2.2 Parts

Part 1 Executive Summary

Part 2 Structure of this RFP

Part 3 General Instructions

Part 4 Evaluation of Proposals

Part 5 Award of the Contract

2.3 Attachments

Attachment One Evaluation Criteria

Attachment Two Work Requirements and Special Provisions

Attachment Three Requirements for Proposals

Attachment Four General Terms and Conditions

Attachment Five Sample Contract

2.4 Supplements

Supplement A – Scope of Work and Project Requirements

Supplement B – Procurement Library

Supplement C – Response Crosswalk of Mandatory Template

Supplement D – Business Associate Agreement

General Instructions

The following sections provide details on how to get more information about this RFP and how to respond to it. All responses must be complete and in the prescribed format.

Contacts

The following person will represent the State during the RFP process:

Procurement Representative:

Ms. Margaret Owens

Department of Administrative Services – IT Procurement

Office of Information Technology

30 East Broad Street, 39th Floor

Columbus, Ohio 43215

During the performance of the Work, a State representative (the “Work Representative”) will represent the Department of Administrative Services, Office of Information Technology and be the primary contact for the Work. The State will designate the Work Representative in writing as part of the Contract award.

Inquiries

Offerors may make inquiries regarding this RFP anytime during the inquiry period listed in the Calendar of Events. To make an inquiry, Offerors must use the following process:

- Access the State’s Procurement Website at <http://procure.ohio.gov/>;
- From the Navigation Bar on the left, select “Find It Fast”;
- Select “Doc/Bid/Schedule #” as the Type;
- Enter the RFP number found on the first page of this RFP (the RFP number begins with zero followed by the letter “A”);
- Click the “Find It Fast” button;
- On the document information page, click the “Submit Inquiry” button;
- On the document inquiry page, complete the required “Personal Information” section by providing:
 - ☐ First and last name of the prospective Offeror’s representative who is responsible for the inquiry,

- ☐ Name of the prospective Offeror,
- ☐ Representative's business phone number, and
- ☐ Representative's email address
- Type the inquiry in the space provided including:
 - ☐ A reference to the relevant part of this RFP,
 - ☐ The heading for the provision under question, and
 - ☐ The page number of the RFP where the provision can be found; and
- Click the "Submit" button.

An Offeror submitting an inquiry will receive an immediate acknowledgement that the State has received the inquiry as well as an email acknowledging receipt. The Offeror will not receive a personalized response to the question nor notification when the State has answered the question.

Offerors may view inquiries and responses on the State's Procurement Website by using the "Find It Fast" feature described above and by clicking the "View Q & A" button on the document information page.

The State generally responds to all inquiries within three business days of receipt, excluding weekends and State holidays. But the State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

The State does not consider questions asked during the inquiry period through the inquiry process as exceptions to the terms and conditions of this RFP.

Pre-Proposal Conference

The State will hold a Pre-Proposal Conference on August 28, 2012, at 9:00 a.m., in the Lobby Hearing Room of the Rhodes State Office Tower building, 30 East Broad Street, Columbus, Ohio 43215. The purpose of this conference is to discuss the RFP with prospective Offerors and to allow them to ask questions arising from their initial review of this RFP. The State will not allow alternate dates and times for the Pre-Proposal Conference.

Attendance at the Pre-Proposal Conference is not mandatory; however questions and answers that arise during the conference may not be made available by other means following the conference.

Amendments to the RFP

If the State revises this RFP before the Proposals are due, it will announce any amendments on the State Procurement Website.

Offerors may view amendments by using the “Find It Fast” function of the State’s Procurement Webpage (described in the Inquiries Section above) and then clicking on the amendment number to display the amendment.

When an amendment to this RFP is necessary, the State may extend the Proposal due date through an announcement on the State Procurement Website. The State may issue amendment announcements any time before 5:00 p.m. on the day before Proposals are due, and it is each prospective Offeror’s responsibility to check for announcements and other current information regarding this RFP.

After the Proposal due date, the State will distribute amendments only to those Offerors whose Proposals are under active consideration. When the State amends the RFP after the due date for Proposals, the State will permit Offerors to withdraw their Proposals within five business days after the amendment is issued. This withdrawal option will allow any Offeror to remove its Proposal from active consideration should the Offeror feel that the amendment changes the nature of the transaction so much that the Offeror’s Proposal is no longer in its interest. Alternatively, the State may allow Offerors that have Proposals under active consideration to modify their Proposals in response to the amendment.

If the State allows Offerors to modify their Proposals in response to an amendment, the State may limit the nature and scope of the modifications. Unless otherwise provided in the State’s notice, Offerors must make any modifications or withdrawals in writing and submit them to the State within five business days after the amendment is issued at the address and in the same manner required for the submission of the original Proposals. If this RFP provides for a negotiation phase, this submission procedure will not apply to changes negotiated during that phase. The State may reject any modification that is broader in scope than the State has authorized in the announcement of the amendment and treat it as a withdrawal of the Offeror’s Proposal.

Proposal Submittal

Offeror’s Proposals will be submitted as two separate responses, a technical response and a cost summary response.

Offerors must submit their technical response as a separate package from the cost summary of its Proposal, and each response must be submitted in its own separate, opaque package on the date identified in the Calendar of Events. The package with the technical response must be sealed and contain one originally signed technical response and ten copies of the technical response, and the package with the cost summary also must be sealed and contain three complete copies of the cost summary for the Proposal. Further, the Offeror must mark the outside of each package with either

“Integrated Eligibility and HHS Business Intelligence – Technical Response” or “Integrated Eligibility and HHS Business Intelligence – Cost Summary” as appropriate.

In this RFP the terms “Cost Proposal”, “Cost Response”, “Cost Summary”, “Cost Summary Template”, “Cost Summary Form” and other similar variants shall mean the costs proposed by the Offeror in response to this RFP.

In this RFP the terms “Technical Response”, “Technical Proposal”, “Technical Proposal Templates”, and other similar variants shall mean the technical solution proposed by the Offeror in response to this RFP.

Included in each sealed package (Technical Response and Cost Summary), the Offeror also must provide an electronic copy of everything contained within the package on CD-ROM in Microsoft Office, Microsoft Project, and Adobe Acrobat format, as appropriate. If there is a discrepancy between the hard copy and the electronic copy of any section of the Proposal, the hard copy will control, and the State will base its evaluation of the Offeror’s Proposal on the hard copy.

Proposals are due no later than 1:00 p.m. on the Proposal due date. Proposals submitted by email, fax, or other electronic means are not acceptable, and the State may reject them. Offerors must submit their Proposals to:

Department of Administrative Services
I.T. Procurement Services
Attn: Bid Room / Margaret Owens
4200 Surface Road
Columbus, Ohio 43228

The State may reject any Proposals or unsolicited modifications it receives after the deadline. An Offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. Offerors also must allow for potential delays due to increased security. The Bid Room accepts packages between the hours of 7:30 A.M. to 5:00 P.M. Monday through Friday, excluding State Holidays. No deliveries will be accepted before or after these hours without prior arrangements. Offerors must allow sufficient time since the State may reject late Proposals regardless of the cause for the delay.

Each Offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered or withdrawn, except as allowed by this RFP.

By submitting a Proposal, the Offeror acknowledges it has read this RFP, understands it, and agrees to be bound by its requirements. The State is not responsible for the accuracy of any information regarding this RFP that was gathered through a source other than the inquiry process described in the RFP.

Revised Code Section 9.24 prohibits the State from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery (a "Finding"), if the Finding is unresolved at the time of the award. This also applies to renewals of contracts. By submitting a Proposal, the Offeror warrants it is not subject to an unresolved Finding under Section 9.24 at the time of its submission. Additionally,

the Offeror warrants it will notify the Department of Administrative Services in writing immediately upon becoming subject to such an unresolved Finding after submitting its Proposal and before the award of a Contract under this RFP. Should the State select the Offeror's Proposal for award of a Contract, this warranty of immediate written notice will apply during the term of the Contract, including any renewals or extensions. Further, the State may treat any unresolved Finding against the Contractor that prevents a renewal of the Contract as a breach, in accordance with the provisions of Attachment Four, General Terms and Conditions.

The State may reject any Proposal if the Offeror takes exception to the terms and conditions of this RFP, includes unacceptable assumptions or conditions in its Proposal, fails to comply with the procedure for participating in the RFP process, or fails to meet any requirement of this RFP. The State also may reject any Proposal it believes is not in its interest to accept and may decide not to award a contract to any or all of the Offerors responding to this RFP.

Offerors may not prepare or modify their Proposals on State premises.

All Proposals and other material Offerors submit will become the property of the State and may be returned only at the State's option. Offerors should not include any confidential information in a Proposal or other material submitted as part of the evaluation process. All Proposals will be open to the public after the State has awarded the Contract.

The State will retain all Proposals, or a copy of them, as part of the Contract file for at least three years. After the three-year retention period, the State may return, destroy, or otherwise dispose of the Proposals and any copies of them.

Waiver of Defects

The State may waive any defects in any Proposal or in the submission process followed by an Offeror, but the State will only do so if it believes it is in the State's interest and will not cause any material unfairness to other Offerors.

Multiple or Alternate Proposals

The State will not accept multiple Proposals from a single Offeror. The State will not accept Proposals of alternative solutions or options that do not adhere to the requirements, activities, deliverables and work products as identified in this RFP. Additionally, any Offeror that disregards a requirement in this RFP simply by proposing an alternative to it will have submitted a defective Proposal the State may reject. Further, any Offeror that submits multiple Proposals may have all its Proposals rejected.

Joint Proposals

OHT will not accept joint or collaborative proposals that require the State to contract with more than one Offeror.

Changes to Proposals

The State will allow modifications or withdrawals of Proposals only if the State receives them before the Proposal due date. No modifications or withdrawals will be permitted after the due date, except as authorized by this RFP.

Proposal Instructions

Each Proposal must use the provided templates for the Technical and Cost Proposal and be organized in an indexed binder ordered in the same manner as the response items are ordered in the applicable attachments to this RFP. The Cost Proposal must use the Cost Proposal Template and be placed in a separate binder and submitted separately from the Technical Proposal. The requirements for a Proposal's contents and formatting are contained in the attachments to this RFP. The State wants clear and concise Proposals, but Offerors must answer questions completely and meet all the RFP's requirements included the use of the required templates.

The State is not liable for any costs an Offeror incurs in responding to this RFP or from participating in the evaluation process, regardless of whether the State awards the Contract through this process, decides not to go forward with the Work, cancels this RFP for any reason, or contracts for the Work through some other process or through another RFP.

To ensure that each Proposal addresses the required project management and Work Area tasks, activities and deliverables, Offerors must address each RFP requirement by section and sub-section heading and provide the Offeror's proposed solution or response to the requirement by section and subsection in-line using the provided Microsoft Word version of this RFP. Offeror responses should use a consistent contrasting color (blue is suggested to contrast with the black text of this document) to provide their response to each requirement so that the Offeror response is readily distinguishable to the State. To aid Offerors in the creation of the most favorable depiction of their responses, alternative formats are acceptable that use typefaces, styles or shaded backgrounds, so long as the use of these formats are consistent throughout the Offerors response and readily distinguishable from the baseline RFP. Alterations to the State provided baseline RFP language is strictly prohibited. The State will electronically compare Offeror responses to the baseline RFP and deviations or alterations to the State's RFP requirements may result in a rejection of the Offeror's Proposal.

Evaluation of Proposals

Disclosure of Proposal Contents

The State will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, the State will seek to keep the contents of all Proposals confidential until the Contract is awarded. But the State will prepare a registry of Proposals that contains the name of each Offeror. The public may inspect that registry after the State opens the Proposals.

Rejection of Proposals

The State may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, objects to the terms or conditions of this RFP, or that the State determines is excessive in price or otherwise not in the State's interest to accept. In addition, the State may cancel this RFP, reject all the Proposals, and seek to do the Work through a new RFP or other means.

Evaluation of Proposals Generally

The evaluation process may consist of up to six distinct phases:

1. Initial review;
2. Technical evaluation;
3. Evaluation of costs;
4. Requests for more information;
5. Determination of responsibility; and
6. Contract Negotiations.

The State may decide whether phases four and six are necessary, and the State may rearrange the order in which it proceeds with the phases. The State also may add or remove sub-phases to any phase at any time, if the State believes doing so will improve the evaluation process.

Clarifications and Corrections

During the evaluation process, in the State's sole discretion, it may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its Proposal, if the State believes doing so would not result in an unfair advantage for the Offeror, and it is in the State's interest. The State may reject any clarification that is non-responsive or broader in scope than what the State requested. If the State does so, or if the Offeror fails to respond to the request for clarification, the State then may request a corrected clarification, consider the Offeror's Proposal without the clarification, or disqualify the Offeror's Proposal.

Corrections and clarifications must be completed off State premises.

Initial Review

The State will review all Proposals for their format and completeness. The State normally rejects incomplete or incorrectly formatted Proposals, though it may waive any defects or allow an Offeror to submit a correction, if the State believes doing so would not result in an unfair advantage for the Offeror and it is in the State's interest. Further, if the Auditor of State does not certify a Proposal due to

lateness, the State will not open it. After the initial review, the State will forward all timely, complete, and properly formatted Proposals to an evaluation team, which the Procurement Representative will lead.

Technical Evaluation

The State will evaluate each Proposal that it has determined is timely, complete, and properly formatted unless the Proposal is rejected. The evaluation will be scored according to the requirements identified in this RFP, including the requirements in Attachment One. Other attachments to this RFP may further refine these requirements, and the State has a right to break these requirements into components and weight any components of a requirement according to their perceived importance.

The State also may have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with experience that relates to the Work or to a criterion in the evaluation process. Additionally, the State may seek reviews from end users of the Work or the advice or evaluations of various State personnel with subject matter expertise or an interest in the Work. The State may adopt or reject any recommendations it receives from such reviews and evaluations or give them such weight as the State believes is appropriate. The State has retained the services of the Gartner Consulting to assist with initial analyses of the RFP, formulation of high level strategies, and development of certain elements of this RFP and to advise the Evaluation team as subject matter experts, as needed. Additionally, Government Consulting Resources, Limited (GCR, Ltd.) is assisting with RFP development and will be available to advise the Evaluation team, as needed. Both the Gartner Consulting and GCR, Ltd. have no relationship with any Offeror as it pertains to supporting Proposals or work efforts, and if a Contract is awarded as a result of this RFP, Gartner and GCR, Ltd. agree not to contract or sub-contract with any Contractor as a result of this RFP.

During the technical evaluation, the State will calculate a point total for each Proposal it evaluates. At the sole discretion of the State, it may reject any Proposal receiving a significant number of zeros (i.e., not acceptable or compliant with requirements) for sections in the technical portions of the evaluation. The State may select those Offerors submitting the highest rated Proposals for the next phase. The number of Proposals that advance to the next phase will be within the State's discretion, but regardless of the number of Proposals selected, they always will be the highest rated Proposals from this phase.

At any time during this phase, in the State's sole discretion, it may ask an Offeror to correct, revise, or clarify any portions of its Proposal.

The State will document all major decisions and make these a part of the Contract file, along with the evaluation results for each Proposal considered.

Requirements

Attachment One provides requirements the State will use to evaluate the Proposals, including any mandatory requirements. If the Offeror's Proposal meets all the mandatory requirements, the Offeror's

Proposal may be included in the next phase of the evaluation, which will consider other requirements described in Table 4 Technical Proposal Scored Criteria in Attachment One.

In the case of any requirements for a team of people the Offeror is proposing, the Offeror must submit a team to do the Work that collectively meets all the team requirements. But the experience of multiple candidates may not be combined to meet a single requirement. Further, previous experience of the candidate submitted for a Key personnel position may not be used to meet any other team member requirements. Each candidate proposed for the team must meet at least one of the requirements.

This RFP asks for responses and submissions from Offerors, most of which represent components of the requirements in Attachment One. While each requirement represents only a part of the total basis for a decision to award the Contract to an Offeror, a failure by an Offeror to make a required submission or meet a preponderance of requirements normally will result in a rejection of that Offeror's Proposal. The value assigned above to each requirement is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that the State received. It is not a basis for determining the importance of meeting that requirement.

If the State does not receive any Proposal that meets all the requirements, the State may cancel this RFP. Alternatively, if the State believes it is in its interest, the State may continue to consider the highest-ranking Proposals despite their failure to meet all the mandatory requirements. In doing this, the State may consider one or more of the highest-ranking Proposals. But the State may not consider any lower-ranking Proposals unless all Proposals ranked above it are also considered, except as provided below.

In any case where no Proposal meets all the mandatory requirements, it may be that an upper ranking Proposal contains a failure to meet a mandatory requirement the State believes is critical to the success of the RFP's objectives. When this is so, the State may reject that Proposal and consider lower ranking Proposals. Before doing so, the State may notify the Offeror of the situation and allow the Offeror an opportunity to cure its failure to meet that mandatory requirement.

If the Offeror cures its failure to meet a requirement the State has deemed critical to the success of the RFP's objectives, the State may continue to consider the Offeror's Proposal. But if the Offeror is unwilling or unable to cure the failure, its Proposal may be rejected. The State then may continue to consider the other remaining Proposals, including, if the State so chooses, Proposals that ranked lower than the rejected Proposal.

Cost Evaluation

Once the technical merits of the Proposals are considered, the State may consider the costs of one or more of the highest-ranking Proposals. But it is within the State's discretion to wait until after any interviews, presentations, and demonstrations to evaluate costs. Also, before evaluating the technical merits of the Proposals, the State may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. And the State may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

The State may select one or more of the Proposals for further consideration in the next phase of the evaluation process based on the price performance formula contained in Attachment One. The Proposal(s) selected for consideration in the next phase always will be the highest-ranking Proposal(s) based on this analysis. That is, the State may not move a lower-ranking Proposal to the next phase unless all Proposals that rank above it also are moved to the next phase, excluding any Proposals the State disqualifies because of excessive cost or other irregularities.

If the State finds it should give one or more of the highest-ranking Proposals further consideration, the State may move the selected Proposals to the next phase. The State alternatively may choose to bypass any or all subsequent phases and make an award based solely on its scoring of the preceding phases, subject only to its review of the highest-ranking Offeror's responsibility, as described below.

Requests for More Information

The State may require some Offerors to interview, make a presentation about their Proposals, or demonstrate their products or services. If the presentations, demonstrations, or interviews are held as part of the technical evaluation phase, all Offerors that have Proposals under evaluation may participate. Alternatively, if the presentations, demonstrations, or interviews are held after the technical evaluation, the State normally will limit them to one or more of the highest ranking Offerors. The State normally will limit such presentations, demonstrations, and interviews to areas in which it seeks further information from the highest ranking Offeror or Offerors. Typically, these discussions provide an Offeror with an opportunity to do one or more of the following:

- Clarify its Proposal and ensure a mutual understanding of the Proposal's content;
- Showcase its approach to the Work; and
- Demonstrate the professionalism, qualifications, skills, and work knowledge of its proposed candidates.

The State will schedule the presentations, demonstrations, and interviews at its convenience and discretion. The State will determine the scope and format of any such presentations, demonstrations, and interviews and may record them. Additionally, if the State moves more than one Offeror to this phase, the scope and format of these presentations, demonstrations, and interviews may vary from one Offeror to the next, depending on the particular issues or concerns the State may have with each Offeror's Proposal.

The State normally will not rank interviews, demonstrations, and presentations. Rather, if the State conducts the interviews, demonstrations, or presentations as part of the technical evaluation, the State may use the information it gathers during this process in evaluating the technical merits of the Proposals. If the State holds the demonstrations, presentations, or interviews only for one or more of the top-ranking Offerors after the evaluation phase, the State may decide to revise its existing Proposal evaluations based on the results of this process.

Determination of Responsibility

The State may review the background of one or more of the highest-ranking Offerors and its or their key team members and subcontractors to ensure their responsibility. For purposes of this RFP, a key team member is a person an Offeror identifies by name in its Proposal as a member of its proposed team. The State will not award the Contract to an Offeror it determines is not responsible or that has proposed candidates or subcontractors to do the Work that are not responsible. The State's determination of an Offeror's responsibility may include the following factors: experience of the Offeror and its key team members and subcontractors, its and their past conduct on previous contracts, past performance on previous contracts, ability to execute this Contract properly, and management skill. The State may make this determination of responsibility based on the Offeror's Proposal, reference evaluations, a review of the Offeror's financial ability, and any other information the State requests or determines is relevant.

Some of the factors used in determining an Offeror's responsibility, such as reference checks, may also be used in the technical evaluation of Proposals in Phase 2 of the evaluation process. In evaluating those factors in Phase 2, the weight the State assigns to them, if any, for purposes of the technical evaluation will not preclude the State from rejecting a Proposal based on a determination that an Offeror is not responsible. For example, if the Offeror's financial ability is adequate, the value, if any, assigned to the Offeror's relative financial ability in relation to other Offerors in the technical evaluation phase may or may not be significant, depending on the nature of the Work. If the State believes the Offeror's financial ability is inadequate, the State may reject the Offeror's Proposal despite its other merits.

The State may make a responsibility determination at any time during the evaluation process, but it typically will do so only once it has evaluated the technical merits and costs of the Proposals. The State always will review the responsibility of an Offeror selected for an award before making the award, if it has not already done so earlier in the evaluation process. If the State determines the Offeror selected for award is not responsible, the State then may go down the line of remaining Offerors, according to rank, and determine responsibility with the next highest-ranking Offeror.

Reference Checks

As part of the State's determination of an Offeror's responsibility, the State may conduct reference checks to verify and validate the Offeror's and its proposed candidates' and subcontractors' past performance. Reference checks that indicate poor or failed performance by the Offeror or a proposed candidate or subcontractor may be cause for rejection of the Offeror's Proposal. Additionally, the State may reject an Offeror's Proposal as non-responsive if the Offeror fails to provide requested reference contact information.

The State may consider the quality of an Offeror's and its candidates' and subcontractors' references as part of the technical evaluation phase, as well as in the State's determination of the Offeror's responsibility. The State also may consider the information it receives from the references in weighing any requirement contained in the technical evaluation phase, if that information is relevant to the

requirement. In checking an Offeror's or any of its proposed candidates' or subcontractors' references, the State will seek information that relates to the Offeror's previous contract performance. This may include performance with other governmental entities, as well as any other information the State deems important for the successful operation and management of the Work and a positive working relationship between the State and the Offeror. In doing this, the State may check references other than those provided in the Offeror's Proposal. The State also may use information from other sources, such as third-party reporting agencies.

Financial Ability

Part of State's determination of an Offeror's responsibility may include the Offeror's financial ability to perform the Contract. This RFP may expressly require the submission of audited financial statements from all Offerors in their Proposals, but if this RFP does not make this an express requirement, the State still may insist an Offeror submit audited financial statements for up to the past three years, if the State is concerned an Offeror may not have the financial ability to carry out the Contract. Also, the State may consider financial information other than the information that this RFP requires as part of the Offeror's Proposal, such as credit reports from third-party reporting agencies.

Contract Negotiations

The final phase of the evaluation process may be contract negotiations. It is entirely within the discretion of the State whether to advance to a negotiations process. Negotiations will be scheduled at the convenience of the State, and the selected Offeror or Offerors must negotiate in good faith.

The State may limit negotiations to specific aspects of the RFP or the Offeror's Proposal. Should the evaluation result in a top-ranked Proposal, the State may limit negotiations to only that Offeror and not hold negotiations with any lower-ranking Offeror. If the State engages in negotiations with any Offeror, the State is under no obligation to enter into a contract with such Offeror. The State reserves the right to withdraw from any such negotiation at its sole discretion without penalty, cost or liability. Lower-ranking Offerors do not have a right to participate in negotiations conducted in such a manner.

If the State decides to negotiate simultaneously with more than one Offeror, or decides that negotiations with the top-ranked Offeror are not satisfactory and therefore negotiates with one or more of the lower-ranking Offerors, the State then will determine if an adjustment in the ranking of the Offerors with which it held negotiations is appropriate based on the negotiations. The Contract award, if any, then will be based on the final ranking of Offerors, as adjusted.

Auction techniques that reveal one Offeror's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the Offeror as described below.

Following negotiations, the State may set a date and time for the Offeror(s) with which the State conducted negotiations to submit a best and final Proposal. If negotiations were limited and all changes

were reduced to signed writings during negotiations, the State need not require a best and final Proposal.

If best and final Proposals are required, they may be submitted only once, unless the State determines that it is in the State's interest to conduct additional negotiations. In such cases, the State may require another submission of best and final Proposals. Otherwise, discussion of or changes in the best and final Proposals will not be allowed. If an Offeror does not submit a best and final Proposal, the State will treat that Offeror's previous Proposal as its best and final Proposal.

The State usually will not rank negotiations and normally will hold them only to correct deficiencies in or enhance the value of the highest-ranked Offeror's Proposal.

From the opening of the Proposals to the award of the Contract, everyone evaluating Proposals on behalf of the State will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. The State also will seek to keep this information away from other Offerors, and the State may not tell one Offeror about the contents of another Offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any Offeror that seeks to gain access to the contents of another Offeror's Proposal may be disqualified from further consideration.

Negotiated changes will be reduced to writing and become a part of the Contract file, which will be available for public inspection after award of the Contract or cancellation of the RFP, provided the State does not plan to reissue the RFP. If the State plans to reissue the RFP, the Contract file will not be available until the subsequent RFP process is completed. Unless the State agrees otherwise in writing, the Offeror must draft and sign the written changes and submit them to the State within five business days. If the State accepts the changes, the State will give the Offeror written notice of the State's acceptance, and the negotiated changes to the successful offer will become a part of the Contract.

Failure to Negotiate

If an Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations with that Offeror, remove the Offeror's Proposal from further consideration, and seek such other remedies as may be available in law or in equity.

Contract Award

The State plans to award the Contract based on the schedule in the RFP, if the State decides the Work is in its best interest and has not changed the award date.

Included with this RFP, as Attachment Five, is a sample of the Contract for the RFP. The State will issue two originals of the Contract to the Contractor proposed for award. The Offeror must sign and return the two originals to the Procurement Representative. The Contract will bind the State only when the State's duly authorized representative signs all copies and returns one to the Contractor with an award

letter, the State issues a purchase order, and all other prerequisites identified in the Contract have occurred.

The Contractor must begin work within 15 business days after the State issues a purchase order under the Contract. If the State awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to begin the Work within the time specified above, the State may cancel the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal. Additionally, the State may seek such other remedies as may be available to the State in law or in equity for the selected Offeror's failure to perform under the Contract.

Contract

If this RFP results in a Contract award, the Contract will consist of this RFP, including all attachments, written amendments to this RFP, the Contractor's accepted Proposal, and written, authorized amendments to the Contractor's Proposal. It also will include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is included as a one-page attachment to this RFP, but it incorporates all the documents identified above. The general terms and conditions for the Contract are contained in Attachment Four to this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. The one-page Contract (Attachment Five) in its final form;
2. This RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
5. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract. To be binding on the State, a duly authorized representative of the Department of Administrative Services must sign any change order under or amendment to the Contract.

Contract Award

By submitting a Proposal, Offerors agree they understand the requirements of this RFP, and they fully understand their obligations if they were to enter into a Contract with the State. Offerors agree any and all administrative clarifications, requests for changes, protests, legal actions, or any other proceedings of whatever nature, arising from or related to this RFP must be requested or submitted in accordance with the procedures set forth herein. However, nothing contained herein prohibits the State from engaging

in negotiations as provided for in the RFP. The State will not consider any requests for change or modifications after the deadlines established in this RFP. The Offeror will not be entitled to additional compensation, relief, or time by reason of any error or its subsequent correction.

Protest Regarding RFP Requirements or Terms and Conditions

If an Offeror protests the RFP requirements or terms and conditions, the Offeror shall include the reason(s), and any and all documented, factual information supporting this opinion, and any proposed changes to the requirements or terms and conditions. This will be the sole opportunity for Offerors to protest any requirements or terms and conditions contained in the RFP.

1. Notwithstanding any limitations prescribed by statute or otherwise, as a condition for the right to submit a proposal in response to this RFP, the Offeror agrees any and all administrative clarifications, protests, legal actions, or any other proceedings of whatever nature, arising from or related to requirements or terms and conditions of this RFP and the issuance thereof, must be received by the State within five business days following the proposal opening date.
2. Any Offeror may file a protest letter addressed to the Procurement Representative with the following information:
 - a. The Offeror name, address, telephone number, fax number, and email address of the authorized representative;
 - b. The name and number of the RFP being protested;
 - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant document;
 - d. A request for a decision by the State;
 - e. A statement as to the form of relief requested from the State; and
 - f. Any other information the authorized representative believes to be essential to the determination of the factual and legal questions at issue in the written request.
3. The State will review the protest and will fax, email or mail the protesting Offeror a written response. Any written response may be comprised of a determination of the protest, a notice to the protesting Offeror of the need for additional time to evaluate the matter, or other notice to the protesting Offeror.

The State shall not be required to consider protests filed hereunder which do not follow the above procedures.

Protest of Contract Award

Offerors having submitted a Proposal may protest the award of a Contract resulting from issuance of this RFP. Offerors protesting the award of a Contract resulting from issuance of this RFP shall follow the procedures described herein. This protest procedure constitutes the sole administrative remedy available to Offerors regarding contract award.

1. Notwithstanding any limitations prescribed by statute or otherwise, as a condition for the right to submit a proposal in response to this RFP, the Offeror agrees that protests of Contract award must

be received by the State within 15 business days after signing of the Contract resulting from issuance of this RFP by the Contractor and the State.

2. Offerors who have submitted a Proposal may file a protest letter addressed to the Procurement Representative, with the following information:
 - a. The Offeror name, address, telephone number, fax number and email address of the authorized representative;
 - b. The name and number of the Contract award being protested;
 - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documentation;
 - d. A request for a decision by the State;
 - e. A statement as to the form of relief requested from the State; and
 - f. Any other information believed to be essential to the determination of the factual and legal questions at issue in the written request.
3. The State will review the protest and will fax, email and/or mail the protesting Offeror a written response. Any written response may be comprised of a determination of the protest, a notice to the protesting Offeror of the need for additional time to evaluate the matter, or other notice to the protesting Offeror.

The State shall not be required to consider protests filed hereunder which do not follow the above procedures.

Attachment One - Evaluation Criteria

OHT will use a structured evaluation process to select the successful Offeror(s). OHT will consider and assess the capabilities or advantages that are clearly contained in Offerors proposals, which may be confirmed by presentations, site visits, demonstrations, and corporate and key personnel references contacted by OHT. OHT reserves the right to contact individuals, entities, or organizations that have had dealings with the Offeror or proposed staff, whether or not they are identified in the Offeror's proposal.

Evaluation Criteria

The State will evaluate proposals using the following Evaluation Criteria:

- Corporate experience
- Key personnel
- Functional Response
- Technical Response
- Maintenance and Operations / Hosting Response
- Proposed Cost

Initial Compliance Screening

The State will perform an initial screening of all proposals received. Proposals not meeting mandatory requirements, unsigned proposals and proposals that do not include all required forms and sections are subject to rejection without further evaluation. In accordance with Section 3.6, the State reserves the right to waive minor informalities in a proposal and award contracts that are in the best interest of the State of Ohio.

Initial screening will check for compliance with various content requirements and minimum qualification requirements defined in the RFP. The State also reserves the right to request clarification from Offerors who fail to meet any initial compliance requirements prior to rejecting a proposal for material deviation from requirements or non-responsiveness.

Oral Presentations and Site Visits

OHT may, at its sole discretion, request oral presentations, site visits, and/or demonstrations from one or more Offerors admitted to the field of competition. The State will notify selected Offerors of the time and location for these activities, and may supply agendas or topics for discussion. OHT reserves the right to ask additional questions during oral presentations, site visits, and or demonstrations to clarify the scope and content of the written proposal.

The Offeror's oral presentation, site visit, and/or demonstration must substantially represent material included in the written proposal, and should not introduce new concepts or offers unless specifically requested by OHT. The key personnel identified in the Offeror's proposal must participate in any and all oral presentations, site visits and final offers.

Best and Final Offers

Following negotiations, the State may set a date and time for the Offeror(s) with which the State conducted negotiations to submit a best and final Proposal. If negotiations were limited and all changes were reduced to signed writings during negotiations, the State need not require a best and final Proposal.

If best and final Proposals are required, they may be submitted only once, unless the State determines that it is in the State's interest to conduct additional negotiations. In such cases, the State may require another submission of best and final Proposals. Otherwise, discussion of or changes in the best and final Proposals will not be allowed. If an Offeror does not submit a best and final Proposal, the State will treat that Offeror's previous Proposal as its best and final Proposal.

Clarifications and Corrections

During the evaluation process, in the State's sole discretion, OHT may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its Proposal, if the State believes doing so would not result in an unfair advantage for the Offeror, and it is

in the State's interest. The State may reject any clarification that is non-responsive or broader in scope than what the State requested. If the State does so, or if the Offeror fails to respond to the request for clarification, the State then may request a corrected clarification, consider the Offeror's Proposal without the clarification, or disqualify the Offeror's Proposal. Corrections and clarifications must be completed off State premises.

OHT may make an award prior to the completion of discussions with all Offerors admitted to the field of competition if the State determines that the award represents best value to the State of Ohio.

Mandatory Requirement

The mandatory requirement for this RFP is the following. If the Offeror does not maintain this credential or cannot demonstrate compliance with this requirement to the State, the Offeror proposal may be rejected.

The Offeror's must have at least \$100m in annual revenue and at least 1,000 employees and experience with implementing Health and Human services projects of similar duration (i.e., multi-phase, each of multi month) and complexity and had a majority role in Design and Build projects phases. Offeror shall demonstrate this experience by providing at least two (2) projects within the past five (5) years that meet the aforementioned criteria

If the Offeror's Proposal meets the above mandatory requirement, the Offeror's Proposal may be included in the next part of the technical evaluation phase of this RFP.

Technical Proposal Scored Criteria

The Offeror's proposals that meet the Mandatory Requirements as described in Section 6.1.7 will move on to be considered, reviewed and rated by OHT. The Offeror's Technical Proposals will be rated on a score from 0 to 5 by OHT for the technical merits presented in the Proposals through a weighted (by Percentage) review of the five main domains of the RFP Technical Proposal requirements as shown in Table 4 below:

Table 4 Technical Proposal Scored Criteria

Technical Proposal Scored Criteria	Total Points	Weight	Not Compliant	Complies with Exceptions	Compliant	Complies w/ Improvements
Offeror Experience	50	10%	0	1	3	5
Project Staffing and Organization	50	10%	0	1	3	5
Functional Requirements	150	30%	0	1	3	5
Technical Requirements	50	10%	0	1	3	5

Maintenance/Operations and Hosting Requirements	100	20%	0	1	3	5
Total Points	400					

Final Proposal Scores

The Offeror's proposals that meet the Mandatory Requirements as described in Section 6.1.7 and that achieves a total score of 280 points or better in the Technical Score will have their Cost Proposal opened and rated. The evaluation team will rate the Offeror's Technical and Cost Proposals together based on the following and respective weights.

<i>Evaluation Area</i>	<i>Percentage</i>	<i>Total Points</i>
Technical Proposal	80%	400
Cost Summary	20%	100

To ensure the scoring ratio is maintained, the State will use the following formulas to adjust the points awarded to each Offeror:

Technical Score:

$$\frac{\text{Offeror's Technical Score}}{\text{Highest Technical Score}} \times 400 \text{ Total Possible Technical Score} = \text{Offeror's Final Technical Score}$$

Cost Score:

$$1 - \frac{(\text{Offeror's Cost} - \text{Lowest Offeror's Costs})}{\text{Lowest Offeror's Costs}} \times 100 \text{ Total Possible Cost Score} = \text{Offeror's Final Cost Score}$$

Final Proposal Score:

The Total Points awarded to each vendor will be arrived at through the following formula:

$$\text{Offeror's Total Final Technical Score} + \text{Offeror's Total Final Cost Score} = \text{Final Proposal Score}$$

Attachment Two - Work Requirements and Special Provisions

Work Requirements

This attachment describes the Work and what the Contractor must do to perform the work including what the Contractor must deliver as part of the completed Work (the "Deliverables").

Scope of Work

The Scope of Work, Contractor Responsibilities and Deliverables are contained in Supplement A of this RFP.

Submittal of Deliverables

The Contractor must perform its tasks in a timely and professional manner that produces Deliverables that fully meet the Contract's requirements. The Contractor must provide the Deliverables no later than the due dates the Contract requires. At the time of delivery of a written Deliverable, the Contractor must submit an original and one copy of each Deliverable, plus an electronic copy. The Contractor must provide the electronic copy in a file format acceptable to the State.

By submitting a Deliverable, the Contractor represents that, to the best of its knowledge, it has performed the associated tasks in a manner that meets the Contract's requirements.

The State's authorization of payment does not indicate that the State has accepted the Deliverables associated with the payment. The State's acceptance of the Deliverables that are part of developing the project is conditioned upon successful completion of the Work.

To assist the State in complying with the identified Deliverable review periods defined in the approved Project Plan throughout the Contract term, and in advance of the submission of the final Deliverable for State approval, the Contractor shall create: (i) a deliverable summary which at a minimum shall be the intended table of contents for the Deliverable; (ii) preliminary drafts of the contents of the Deliverable for discussion with the State; (iii) assumptions, open items and other incomplete data that may influence the final contents of the Deliverable; (iv) a draft Deliverable in advance of the final Deliverable submission date and if the Contractor deems necessary a verbal walkthrough of the Deliverable in its draft state inclusive of items (i), (ii) and (iii).

Contractor's Fee Structure

The Contract award will be for a fixed fee amount, payable in accordance with the schedule in Table 5 below:

Table 5 Fee Structure

Work Area	Payment Schedule and Timing
Project Monitoring	Monthly as incurred.

Work Area	Payment Schedule and Timing
Project Initiation and Planning	Monthly, upon attainment and State acceptance of deliverables within firm fixed price
Requirements Development	Milestone Achievement, upon attainment and State acceptance of deliverables within firm fixed price
Systems Design	Milestone Achievement, upon attainment and State acceptance of deliverables within firm fixed price
System Development	Milestone Achievement, upon attainment and State acceptance of deliverables within firm fixed price
System Testing	Milestone Achievement, upon attainment and State acceptance of deliverables within firm fixed price
System Deployment	Upon successful deployment of system to Production Environment
Project Closeout	Upon final acceptance from State
Additional Deliverables	Milestone Achievement, upon attainment and State acceptance of deliverables within firm fixed price
Unanticipated Costs	Following authorization from the State in a change order, Milestone Achievement, upon attainment and State acceptance of deliverables within firm fixed price
Software Maintenance and Operations Support	Monthly as negotiated
Break/Fix	Monthly as negotiated
Enhancements to Production Environment	Following authorization from the State, Monthly as per Contractor rate card
Not to Exceed Time and Materials	Following authorization from the State, Monthly as per Contractor rate card, not to exceed negotiated maximum
Help Desk Support	Monthly as negotiated
Environment Hosting and Disaster Recovery as Specified	Monthly as negotiated
Packaged Software	Monthly as negotiated at time of Contractor acquisition of software, applicable OEM hardware annual maintenance charges thereafter
Hardware Costs	Monthly as negotiated at time of Contractor acquisition of hardware, applicable OEM hardware annual maintenance charges thereafter
All Other Costs	Upon written agreement from State. Charges that are not State approved will not be accepted.

Upon completion of the defined events or acceptance of deliverables, the Contractor may submit an invoice according to the payment schedule identified above.

Reimbursable Expenses. None. All expenses should be included in project cost summary.

Bill to Address. Office Information Technology Business Office
30 East Broad Street, 39th Floor
Columbus, OH 43215

Location of Data

The Contractor must perform all work on the Project and keep all State data within the United States, and the State may reject any Proposal that proposes to do any work or make State data available outside the United States. The State also may reject any Proposal for which the Offeror has not submitted an appropriate certification representing that it will ensure that all work on the Project will be done in the United States and all State data will remain in the United States.

Attachment Three - Requirements for Proposals

Proposal Format

Each Proposal must include sufficient information and data to allow the State to assess the best value technical, implementation, performance, maintenance and operations and hosting services and to verify the total cost for the Work and all of the Offeror's claims of meeting the RFP's requirements. The Offeror's proposal submission must be submitted using the identified Templates and Attachments described below. Offeror's that do not comply with the mandatory requirement to use the identified Templates and Attachments will not be considered for review by the State.

Each Proposal must respond to every request for information in this attachment, whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply may be an unacceptable response and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant as a separate tab at the end of their proposal. An identifiable tab sheet must precede each section of a Proposal aligned with the order of the Templates and Attachments described in this section. The Offeror's Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the Templates listed in Table 6 below:

Table 6 Proposal Response Templates

Template / Attachment Name	Template / Attachment Elements
Template A	Cover Letter and Executive Summary
Template B	Offeror Information Form (OBM-3456)
Template C	Offeror Experience
Template D	Offeror References
Template E	Offeror Certification Form
Template F	Subcontractor Letters
Template G	Offeror Project Organization
Template H	Offeror Staff Experience
Template I	Functional Requirements Response Matrix
Template J	Reserved
Template K	Non-Functional Requirements Response Matrix
Template L	Technical Requirements Narrative
Template M	Implementation Requirements Narrative

Template / Attachment Name	Template / Attachment Elements
Template N	Maintenance and Operations Narrative
Template O	ACA Conformity Requirements
Template P	General Assumptions
Template Q	Work Plan
Template R	W-9 Form
Template S	Pre-Existing Materials and Commercial Materials
Template T	Reserved
Template U	Standard Affirmation and Disclosure Form
Template V	Affirmative Action Form
Template W	RFP Response Checklist
Additional	Cost Workbook

Cover Letter and Executive Summary

The Offeror must include a brief cover letter and executive summary stating the Offeror's intent to bid for this RFP.

The Offeror's response must include a transmittal (cover) letter; table of contents; executive summary; Offeror contact information and locations.

Submission for this section must be compliant with the instructions detailed in Template A.

Offeror Information Form

The Offeror must submit a signed and completed Offeror Information Form (OBM-3456) for itself and for each subcontractor the Offeror plans to use under the Contract. The form is available as part of this RFP as a Template.

Offeror Experience

The Offeror must include details of the Offeror's Experience.

The Offeror must include Offeror organization overview; corporate background; Offeror's understanding of the HHS domain; and Offeror's experience in public sector.

Submission for this section must use and be compliant with the instructions detailed in Template C.

Offeror References

The Offeror must include Offeror's References.

The Offeror must include at least three (3) references from projects performed within the last five (5) years that demonstrate the Offeror's ability to perform the Scope of Work described in the RFP. If the proposal includes the use of Subcontractor(s), provide three references for each.

Submission for this section must be use and be compliant with the instructions detailed in Template D.

Offeror Certifications Form

The Offeror must complete Template E, Offeror Certification Form.

The Offeror will include a description of the Offeror's capability, capacity, and experience in the industry. The description will include the date the Offeror was established, its leadership, number of employees, number of employees the Offeror will engage in tasks directly related to the Project, and any other background information that will help the State gauge the ability of the Offeror to fulfill the obligations of the Contract.

Subcontractor Letters

For each proposed subcontractor, the Offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor.

Submission for this section must use and be compliant with the instructions detailed in Template F.

Offeror Project Organization

The Offeror must include a narrative of the Offeror's proposed organization and staffing approach.

The Offeror must include the proposed approach to: organization plan; organization chart; key staff; Subcontractors; staff contingency plan; staff management plan; staff retention and the Offeror's approach to working with State project staff.

Submission for this section must be compliant with the instructions detailed in Template G.

Offeror Staff Experience

The Offeror must include a narrative of the Offeror's Staff Experience.

The Offeror must include the proposed approach to: roles and responsibilities; summary of skill sets; total years of experience in the proposed role; qualifications and resumes.

Submission for this section must use and be compliant with the instructions detailed in Template H.

Functional Requirements Response Matrix

The Offeror must include a response to the functional requirements using Template I. The objective of the functional requirements response is to provide the State Project team with a method to develop an understanding and evaluation that the Offeror's proposed solution meets the requirements in this RFP.

Submission for this section must use and follow the instructions detailed in Template I. Template I provides instructions for completing the response matrix. The 'Response Columns' within each tab of the Functional Requirements Response Matrix (categorized by Business Process work stream) must use and be completed by the Offeror as detailed in Template I.

Non-Functional Requirements Response Matrix

The Offeror must include a response to the non-functional requirements provided in Template K. The following section provides Offeror instructions for preparing the response.

The objective of the non-functional requirements response is to provide the State team with a method to evaluate the degree to which each Offeror's solution satisfies the State's non-functional requirements.

Submission for this section must use and be compliant with the instructions detailed in Template K for completing the matrix. The 'Response Columns' within each tab of the Non-functional requirements matrix must be completed by the Offeror.

Implementation Strategy for Functional Requirements

The Offeror is required to provide a statement that outlines the proposed implementation strategy for the defined functional requirements. The statement must include the items mandated in Section 7.4 of this RFP. Refer to Template I for addition details on the functional requirements.

Technical Requirements Narrative

This section of the Offeror's response to the RFP must include a narrative of the Offeror's proposed non-functional requirements approach. Submission for this section must use and be compliant with the instructions detailed in Template L.

Implementation Requirements Narrative

The Offeror must include a narrative of the Offeror's proposed implementation approach. Submission for this section must use and be compliant with the instructions detailed in Template M.

The Offeror's response must detail the approach to meet the various implementation requirements including: project management methodology; detailed requirements document; system designs; software installation and configuration; development methodology; user, administrator and developer training; testing; conversion planning and support; deployment and go-live support; and change management.

Maintenance and Operations Narrative

The Offeror must include a narrative of the Offeror's proposed Maintenance and Operations Support approach. Submission for this section must use and be compliant with the instructions detailed in Template N.

The Offeror's response must detail the approach to meet the various Maintenance and Operations requirements including: defect removal; corrective maintenance; adaptive maintenance; availability of staff, lead time for on-boarding of staff, staff due diligence process, knowledge transfer and documentation processes.

ACA Conformity Requirements

This section of the Offeror's response to the RFP must include a narrative of the Offeror's proposed ACA conformity requirements. Submission for this section must use and be compliant with the instructions detailed in Template O.

General Assumptions

The Offeror must list all the assumptions the Offeror made in preparing the Proposal. If any assumption is unacceptable to the State, the State may reject the Proposal. No assumptions may be included regarding the outcome of negotiations, terms and conditions, or requirements.

Submission for this section must use and be compliant with the instructions detailed in Template P.

Work Plan

The State encourages responses that demonstrate a thorough understanding of the nature of the Work and what the Offeror must do to perform the Work properly. To this end, the Offeror must submit a Work Plan that the Offeror will follow to create a consistent and coherent management plan for the Work.

Submission for this section must use and be compliant with the instructions detailed in Template Q.

Proof of Insurance

The Offeror must provide the certificate of insurance required by Attachment Four. The policy may be written on an occurrence or claims made basis.

W-9 Form

The Offeror must complete the attached W-9 form in its entirety. The Offeror must submit at least one originally signed W-9. All other copies of a Proposal may contain copies of the W-9. The Offeror must indicate on the outside of the binder which Proposal contains the originally signed W-9.

Must use the form in Template R.

Pre-existing Materials and Commercial Materials

Submission of information related to pre-existing materials, commercial materials, and terms for commercial materials must use and be compliant with the instructions detailed in Template S.

The Offeror must list any Pre-existing Materials it owns that will be included in a Deliverable if the Offeror wants a proprietary notice on copies that the State distributes. For example, the Offeror may have standard user interfaces or standard shells that it incorporates in what is otherwise custom software. (See the Ownership of Deliverables section of the General Terms and Conditions.) The State may reject any Proposal that includes existing materials for a custom solution if the State believes that such is not appropriate or desirable for the Project.

The Offeror must list any commercial and proprietary materials that the Offeror will deliver that are easily copied, such as Commercial Software, and in which the State will have less than full ownership or license (“Commercial Materials”). Generally, these will be from third parties and readily available in the open market. The Offeror need not list patented parts of equipment, since they are not readily copied. If the Offeror expects the State to sign a license for the Commercial Material, the Offeror must include any proposed license agreement as an attachment. If the State finds any provisions of any proposed license agreement objectionable and cannot or does not negotiate an acceptable solution with the licensor, the Offeror may be provided an opportunity to propose an alternate solution or the Offeror’s Proposal may be rejected. If the State is not going to sign a license, but there will be limits on the State’s use of the Commercial Materials different from the standard license in the General Terms and Conditions, then the Offeror must detail the unique scope of license here. Any deviation from the standard license, warranty, and other terms in Attachment Four also may result in a rejection of the Offeror’s Proposal.

If the Offeror proposes a Deliverable that contains Commercial Software or other Commercial Materials with terms that differ from the terms in Attachment Four for Commercial Software and Materials then those terms must be detailed here, and any proposed separate agreement covering those items must be included in the Offeror’s Proposal. This is required even if the State will not be expected to sign the agreement. Any deviation from the standard terms in Attachment Four may result in a rejection of the Offeror’s Proposal.

Standard Affirmation and Disclosure Form (EO 2011-12K)

The Offeror must complete and sign the Affirmation and Disclosure Form (Template U) as part of its Proposal.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification.aspx>

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department’s Website: <http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>.

Copies of approved Affirmative Action plans must be supplied by the Offeror as part of its Proposal or inclusion of an attestation to the fact that the Offeror has completed the process and is pending approval by the EOD office.

Submission for this section must use and be compliant with the instructions detailed in Template V.

2.4.1 Cost Workbook

The Offeror’s Cost Proposal must provide sufficient detailed information to allow the St to assess the reasonableness of the Offeror’s cost for each defined component of the project as detailed in the Cost Workbook (a Microsoft Excel Spreadsheet provided as part of this RFP). The Offeror’s Cost Proposal must be inclusive and complete for each area identified in The Cost Workbook. The Offeror should note

that the State's goal is to compare total Offeror's costs to deliver the services to the State. Therefore all Cost Proposals will be evaluated based on a proposed cost and total cost basis.

In all cases, costs that are not specified by the Offeror in this template will not be considered nor allowable. All assumptions regarding the Offeror's cost proposal must be included in the identified Tab in the Cost Workbook. Please note that the Offeror must keep all cost information separate from the Technical Proposal submission.

This package of the Offeror's response must use the Cost Workbook as described below.

Cost Response Workbook Instructions

The Offeror's Cost Proposal must use and be compliant with the Cost Workbook. Offerors must complete this workbook as instructed and place it in a separate, sealed package, clearly marked as the Cost Workbook with the Offeror's name, the RFP number, and the RFP submission date.

Costs must be compliant with the terms and conditions of the RFP, including the State's General Provisions and Mandatory Requirements of the RFP (not the Offeror's exceptions to the terms and conditions). The Offeror will base their Cost Proposals on the Scope of Work described in Supplement A of the RFP. The Cost Proposals must include any business, economic, legal, programmatic, or practical assumptions that support the Cost Proposal in the appropriate Form in the Cost Workbook. The Offeror will state all other assumptions upon which its pricing is being determined in the Cost Workbook. Assumptions must not conflict with the RFP terms and conditions including the State's General Provisions or Mandatory Requirements of this RFP. The State reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this RFP are deemed rejected by the State.

The Offeror will include implementation of Phases 1, 2, and 3, Software Maintenance and Operations (M&O) Support, Software, and Hardware Disaster Recovery and Hosting services.

The Offeror will include all one-time and ongoing costs in the Cost Proposal. Total Costs are required by the Project team for evaluation and budget purposes, while additional detail of costs is required for the State's understanding of the costs.

The costs for all Phases for the design, development and implementation of the SOA HHS Enterprise Platform and Integrated Eligibility Solution must be firm-fixed price (FFP) with payments based on deliverables as proposed by the Offeror. The ongoing Software Maintenance payments for the Offeror System must be monthly (based on hours invoiced) for the number and type of the Offeror's Software Maintenance staff positions to be specified in the Cost Workbook by the Offeror for the period of the Agreement period.

The Offeror will provide fixed Hourly Rates to the State for work to be performed during Phases 1, 2, and 3 separately from work to be performed during the Software Maintenance period. In addition, fixed Labor rates must be available for the State to use for Unanticipated Tasks as necessary. Unanticipated tasks represent logical and minor (generally in the 10-100 hour range per item inclusive of all design, development and certification activities) enhancements to the system that are identified by the State in

the course of the development effort, as required by the State and authorized in writing, to increase the functionality, usability, navigation or workflow, operations or performance of the system. The Offeror will provide costs for Packaged Software and Hardware. All Hardware and Software and associated warranties or maintenance must be purchased in the State's name. The Offeror must provide to the State all documentation related to hardware/software purchases including, but not limited to invoices, packing slips, license agreements, and other identifying details that may be required for inventory, audit and accounting.

The Offeror is required to provide costs for the Hosting and Disaster Recovery Services.

The State requires the Offeror to provide a capability to address Unanticipated Tasks or approved enhancements. The Offeror must work with the State for the allocation of this pool of hours through a mutually agreed upon resource plan aligned with associate hours and costs as defined in the Cost Workbook. Unanticipated Task Requests may be required under this hour pool. The following provide an example of Unanticipated Task requests:

- Unanticipated Task requests require no modification, configuration, or customization of the environments.
- The Offeror will provide service on request to end-users in accordance with the Run Book or other supporting documents. Requests will normally be made by the State to more effectively manage demand.
- Routine tracking procedures will provide visibility of all Unanticipated Task requests in accordance with the Run Book or other supporting documents. The Offeror and the State will develop a prioritization approach for Unanticipated Task requests based upon business impact and document such process in the Run Book or other supporting documents.

Cost Workbook

In order to derive the State's Total Costs, the Cost Workbook has been developed. As noted, the Offeror's Cost Proposal must use and be compliant with the Cost Workbook. The Cost Workbook is in Microsoft Excel® format. Offerors must follow the instructions provide in the Cost Workbook and provide responses for all components of the costs, as required in the Cost Workbook. Costs that are not specified by the Offeror in this template will not be considered nor allowable.

The following provides a summary of the contents of the Cost Workbook:

1. The Offeror must enter its Offeror Name in the third row of the Table of Contents (TOC) tab in the Cost Workbook for automatic display on all Worksheets (Forms).
2. Total Cost Summary Worksheet (Form 1) – This Worksheet provides a summary of Total Costs. The content of this Worksheet is automatically populated with information from other Worksheets in the Cost Workbook.
3. Labor Rates Worksheet (Form 2) – This Worksheet provides the information for specification of Offeror Rates and individual staff classification Hourly Rates for the Project Phase 1, 2, and 3,

potential work orders for Unanticipated Tasks, and to accommodate maintenance and operations support activities. For time and materials based work, the Offeror must provide rates by duration specific in the Cost Workbook.

4. Implementation Costs Worksheet (Form 3) – This Worksheet provides the information for specification and pricing of all one-time Offeror-provided services associated with the Phases 1, 2, and 3 and State approved Unanticipated Tasks. Labor Rates are populated from the Labor Rates worksheet, and hours for each Milestone Deliverables must be entered by the Offeror to calculate implementation costs for Phases 1, 2, and 3. Unanticipated task costs are calculated as using:
 - a. Fixed 10,000 hours for Phase 1,
 - b. Fixed 30,000 hours for Phase 2, and
 - c. Fixed 30,000 hours for Phase 3, and the Labor Rate (blended rate) for Unanticipated Tasks.
5. Software Maintenance and Operations Support Costs Worksheet (Form 4) – This Worksheet provides the information for specification and pricing of all ongoing Offeror-provided services associated with the support of the Project. This includes:
 - a. FFP for Adaptive Maintenance for a period of five (5) years starting two (2) months prior to Phase 1 go-live, plus two (2) two-year Optional Extension Periods. Warranties for twenty-four (24) months following acceptance of each deployed phase
 - b. Time and Material (T&M) Break and Fix not covered under warranty using a la carte labor rates
 - c. Enhancements to production environment tasks costs are calculated as follows using blended rates:
 - i. 60% for business and 40% for technical support using a total of 10,000 hours per year for Phase 1;
 - ii. 60% for business and 40% for technical support using a total of 40,000 hours per year for Phases 1 and 2; and
 - iii. 60% for business and 40% for technical support using a total of 70,000 hours per year for Phases 1, 2 and 3.
 - d. Not-to-Exceed T&M for Base and Optional Extension Periods for Maintenance and Operations support using a la carte labor rates
 - e. FFP for Disaster Recovery. The Offeror must provide two priced options for disaster recovery as follows:

Priced Option 1 - Upon notification by the State of receipt of the hardware to support the DR environment in a State secondary data center, the Contractor shall install, configure and commission for ongoing use in the project this hardware within the State secondary Data Center. The Offerors are instructed to provide a quotation (expressed annually on a monthly basis) for the ongoing provision of a disaster recovery capabilities for the solution.

Priced Option 2 - Upon notification of receipt of the hardware to support the DR environment in the Offeror data center, the Contractor shall install, configure and commission for ongoing use in the project this hardware within its own Data Center. Offerors are instructed to provide a quotation (expressed annually on a monthly basis) for the ongoing provision of a disaster recovery site (not at a State facility) for the solution.

- f. FFP for Hosting starting two (2) months prior to go live of Phase 1.

Labor Rates are populated from the Labor Rates worksheet, and hours for the Base and Optional Extension Periods must be entered by the Offeror by Year to calculate Software Maintenance Costs. This worksheet also includes FFP Hosting and Disaster Recovery Costs by Year over the same Base and Optional Extension Periods.

6. Hosting and Disaster Recovery Costs Worksheet (Form 5) – This worksheet provides the information for the specification and pricing of two hosting options for purposes of providing data center facility disaster recovery capabilities. One option is for hosting at a Contractor provided facility, the other at a State provided facility.
7. Packaged Software Costs Worksheet (Form 6) – This Worksheet provides the information for specification and pricing of all one-time and ongoing Contract software costs for perpetual licensing including BOM, and licensing terms. The packaged software cost proposed by a Vendor will be used to evaluate its Proposal. However, the State has the right to acquire the packaged software either from the Software Vendor (based on its Proposal) or from other sources. In consideration of the multi-phase nature of this project and the impact to other State systems (via interface, SOA or other means), as well as the diverse users of this system, Offerors are encouraged to specify “Enterprise” or non-limited licensing models as applicable for all software elements that can be used across the enterprise, programs, phases and other dimensions of this project that have broad use and high potential user counts or scope, or where in the opinion of the Offeror, Enterprise licensing models would be more advantageous or cost effective over the duration of the project to the State.
8. Hardware Costs Worksheet (Form 7) – This Worksheet provides the information for specification and pricing of all one-time and ongoing hardware costs including BOM, and licensing terms. Please note that these hardware costs are for the State and should not include any hardware cost that will necessary for the deployment of the solution to Ohio counties. The hardware cost proposed by a Vendor will be used to evaluate its Proposal. However, the State has the right to acquire the hardware either from the Vendor (based on its Proposal) or from other sources.

Offerors are responsible for entering cost data in the format prescribed by the Cost Workbook. Formulas have been inserted in the appropriate cells of the worksheets to automatically calculate summary numbers, and must not be altered. Further instructions for entering cost data are included in the worksheets. It is the sole responsibility of the Offeror to ensure that all mathematical calculations are correct and that the Total Costs in Form 1, Total Cost Summary, reflect the Proposed Cost for this RFP.

Completion of the Cost Workbook and worksheets is mandatory. Alterations to the Cost Workbook and Worksheets (Forms) or their respective formulas is prohibited (except for those specific areas in which instructions allow the Offeror to define or add rows). Any alterations to the Workbook, Worksheets (Forms) and their respective formulas may result in the rejection of the Proposal. Offerors should to model their costs outside of the State provided Cost Workbook but propose them to the State using the Cost Workbook as part of their final RFP response.

RFP Response Checklist

This section of the Offeror's Technical Proposal must include the completed checklist verifying that all the RFP response requirements as part of Templates A-W and Attachments have been completed. Submission for the Proposal Checklist and Templates must be compliant with the instructions detailed in the Cost Workbook.

Attachment Four - General Terms and Conditions

Performance and Payment

Statement of Work

The selected Offeror's proposal (the "Proposal") and the State's Request for Proposals (the "RFP"), which are collectively referred to as the "RFP Documents", are a part of this contract (the "Contract") and describe the work (the "Work") the selected Offeror (the "Contractor") must do and any materials the Contractor must deliver (the "Deliverables") under this Contract. The Contractor must do the Work in a professional, timely, and efficient manner and must provide the Deliverables in a proper fashion. The Contractor also must furnish its own support staff necessary for the satisfactory performance of the Work.

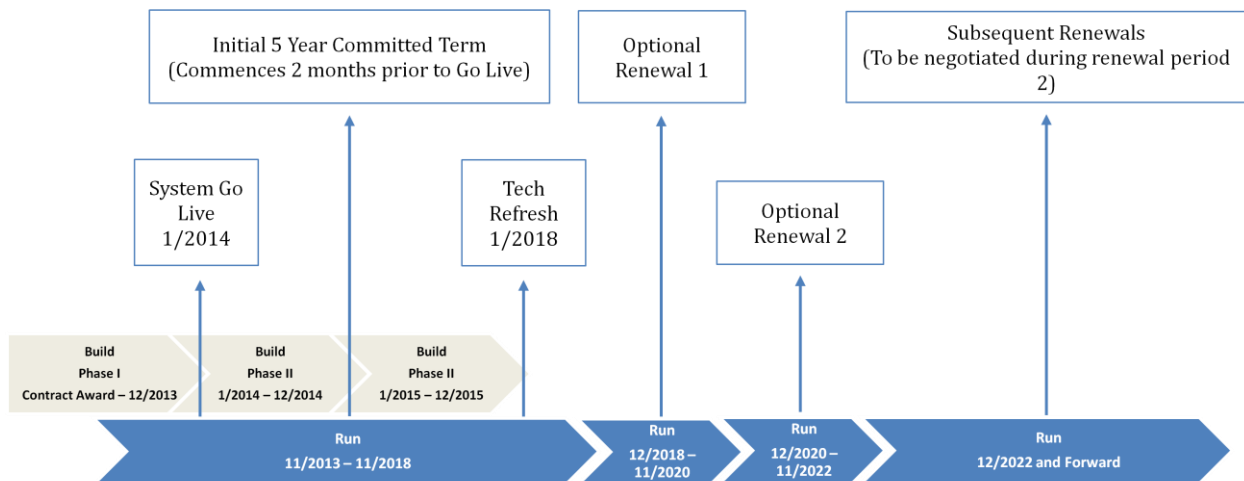
The Contractor must consult with the appropriate State Representatives and others necessary to ensure a thorough understanding of the Work and satisfactory performance. The State may give instructions to or make requests of the Contractor relating to the Work, and the Contractor must comply with those instructions and fulfill those requests in a timely and professional manner. Those instructions and requests will be for the sole purpose of ensuring satisfactory completion of the Work and will not amend or alter the scope of the Work.

Should the Contractor determine that directions or requests made by State Representatives impacts the agreed to schedule, costs or scope of the work, the Contractor must: document the impacting request; identify where the direction of request of the State Representative differs from the Contractors understanding of the schedule, cost or scope of work; and seek direction from the authorized State Account Representative. Should the State Account Representative and the Contractor Account Representative be unable to resolve the disagreement to mutual satisfaction and in keeping with the agreed schedule, cost and scope of the work, the disagreement shall be classified as a Dispute and escalated through the informal and formal dispute resolution processes contained herein.

Term

Unless this Contract is terminated or expires without renewal, it will remain in effect until the Work required by this RFP is completed to the satisfaction of the State and the Contractor is paid. But the current General Assembly cannot commit a future General Assembly to expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30th 2013. The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. Figure 5 below illustrates this objective. This expiration and renewal procedure also will apply to the end of any subsequent biennium during which the Work continues, subject to the State's approval. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State pays for before or after termination or limit the State's rights in such.

Figure 5 Contract Term and Timing



Should State funds be required for payment of the Contractor as a result of this Contract, Contractors are to note that the State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails to continue funding for the payments and other obligations due as part of this Contract, the State's obligations under this Contract will terminate as of the date that the funding expires without further obligation of the State.

The Work has a completion date that is identified in the RFP Documents. The RFP Documents also may have several dates for the delivery of Deliverables or reaching certain milestones in the Work. The Contractor must make those deliveries, meet those milestones, and complete the Work required by this RFP within the times the RFP Documents require. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the Suspension and Termination Section of this RFP.

The State also may have certain obligations to meet. Those obligations, if any, also are listed in the RFP Documents. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP Documents is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted reasonable management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five business days of the Contractor's realization that the State's delay may impact the Work. The Contractor must deliver any such notice to both the Work Representative and Procurement Representative and title the notice as a "Notice of State Delay." The notice must identify any delay in detail, as well as the impact the delay has or will have on the Work. Unless the State decides that an equitable adjustment in the Contractor's Fee is warranted in the case of an extended delay, an extension of the Contractor's time to perform will be the Contractor's

exclusive remedy for the State's delay. Should the State determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as a Change Order under the Changes Section of this Contract, and the extension of time and equitable adjustment will be the exclusive remedies of the Contractor for the State's delay.

The State seeks a complete solution to what the Work is intended to accomplish, and the Contractor must provide any incidental items omitted from the RFP Documents as part of the Contractor's fixed fee amount. All required components and processes for the Work to be complete and useful to the State are included in the Work and the fixed fee amount, unless the RFP expressly provides otherwise. Incidental items shall include: i) those identified by the Contractor as part of their Offer development process as required to deliver the Work that were omitted from the RFP documents but included in their Offer to the State; ii) those items identified by the State to the Contractor as omissions by either the State (in the RFP) or the Contractor (in the Offer) and included in the development of a final agreement between the State and the Contractor; iii) items mutually agreed by the Contractor and the State in writing as required as a result of the State's review of the deliverables, work products associated with delivering the Work; or iv) those items that are mutually agreed in writing by the State and Contractor as to not impose any new costs or schedule impacts to either the State or the Contractor.

Compensation

In consideration of the Contractor's promises and State accepted performance, the State will pay the Contractor the amount(s) identified in the RFP Documents (the "Fee"), plus any other expenses identified as reimbursable in the RFP Documents. In no event, however, will payments under this Contract exceed the agreed to fixed fee amounts in the Contract without the prior, written approval of the State and, when required, the Ohio Controlling Board and any other source of funding including Federal Funding. The Contractor's right to any Fees are contingent on the complete and State accepted performance of the Work as required by this RFP or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Work tied to the applicable milestone or period. Payment of the Fee also is contingent on the Contractor delivering a proper invoice and any other documents the RFP Documents require. An invoice must comply with the State's then current policies regarding invoices and their submission. The State will notify the Contractor in writing within 15 business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

The Contractor must send all invoices under this Contract to the "bill to" address in the RFP Documents or in the applicable purchase order.

The State will pay the Contractor interest on any late payment, as provided in Section 126.30 of the Ohio Revised Code (the "Revised Code"). If the State disputes a payment for anything covered by an invoice, within 15 business days after receipt of that invoice, the State will notify the Contractor, in writing, stating the grounds for the dispute. The State then may deduct the disputed amount from its payment as a nonexclusive remedy. If the Contractor has committed a material breach, in the sole opinion of the State, the State also may withhold payment otherwise due to the Contractor. Both parties will attempt to resolve any claims of material breach or payment disputes through discussions among the Work

Manager, the Contractor's executive responsible for the Work, the Work Representative, and the State Contract Management Administrator. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved. The State has no obligation to make any disputed payments until the matter is resolved, and the Contractor must continue its performance under this Contract pending resolution of the dispute or claim.

If the State has already paid the Contractor on an invoice but later disputes the amount covered by the invoice, and if the Contractor fails to correct the problem within 30 calendar days after written notice, the Contractor must reduce the amount from future invoices for in-scope Work covered by this Contract at the end of the 30 calendar days as a nonexclusive remedy for the State. On written request from the Contractor, the State will provide reasonable assistance in determining the nature of the problem by giving the Contractor reasonable access to the State's facilities and any information the State has regarding the problem.

If the RFP Documents provide for any retainage, the State will withhold from each invoice paid the percentage specified in the RFP Documents as retainage. The State will pay the retainage only after the State has accepted all the Work as required by this RFP and then only in accordance with the payment schedule specified in the RFP Documents. The State will withhold all amounts under this section arising from claims or disputes in addition to any retainage specified in the RFP Documents.

Reimbursable Expenses

The State will pay all reimbursable expenses identified in the RFP Documents, if any, in accordance with the terms in the RFP Documents and, where applicable, Section 126.31 of the Revised Code. The Contractor must assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable in the RFP Documents.

In making any reimbursable expenditure, the Contractor always must comply with the more restrictive of its own, then current internal policies for making such expenditures or the State's then current policies. All reimbursable travel will require the advance written approval of the State's Work Representative. The Contractor must bill all reimbursable expenses monthly, and the State will reimburse the Contractor for them within 30 business days of receiving the Contractor's invoice.

Reimbursable Expenses shall not include expenses incurred by employees and consultants in connection with the services including but not limited to airfare, parking, car rental, hotel, meals and tips associated with travel, increased insurance premiums resulting from additional insurance coverage(s) requested by the State, printing, plotting, and courier and overnight delivery expenses. Expenses of this nature are to be included in the Contractor's proposal as part of the proposed fee structure and (if applicable) hourly proposed rate of Contractor personnel.

Right of Offset

The State may set off the amount of any Ohio tax liability in arrears and owed by the Contractor or other obligation of the Contractor or its subsidiaries to the State, including any amounts the

Contractor owes to the State.

Certification of Funds

None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all the following conditions have been met:

- (a) All statutory provisions under the Revised Code, including Section 126.07, have been met;
- (b) All necessary funds are made available by the appropriate State entities;
- (c) If required, the Controlling Board of Ohio approves this Contract; and
- (d) If the State is relying on federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds are available.

Employment Taxes

All people furnished by the Contractor (the “Contractor Personnel”) are employees or subcontractors of the Contractor, and none are or will be deemed employees or contractors of the State. No Contractor Personnel will be entitled to participate in, claim benefits under, or become an “eligible employee” for purposes of any employee benefit plan of the State by reason of any work done under this Contract. The Contractor will pay all federal, state, local, and other applicable payroll taxes and make the required contributions, withholdings, and deductions imposed or assessed under any provision of any law and measured by wages, salaries, or other remuneration paid by or which may be due from the Contractor to the Contractor Personnel. The Contractor will defend (with the consent and approval of the Ohio Attorney General), and hold the State harmless from and against all claims, losses, liability, demands, fines, and expense (including court costs, defense costs, and redeemable attorney fees) arising out of or relating to such taxes, withholdings, deductions, and contributions with respect to the Contractor Personnel. The Contractor’s defense obligations also apply to any claim or assertion of tax liability made by or on behalf of any Contractor Personnel or governmental agency on the basis that any Contractor Personnel are employees or contractors of the State, that the State is the “joint employer” or “co-employer” of any Contractor Personnel, or that any Contractor Personnel are entitled to any employee benefit offered only to eligible regular fulltime or regular part-time employees of the State.

Sales, Use, Excise, and Property Taxes

The State is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Work, such will be the sole and exclusive responsibility of the Contractor. And the Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or a later time.

Liquidated Damages

The State and the Offeror agree that failure by the Offeror to meet the performance standards and timelines set forth will result in damages sustained by the State and that it is difficult to quantify actual damages sustained by reason of such failure. It is agreed by both parties that this RFP will establish the baseline schedule for measuring Offeror performance. It is therefore agreed that the State may require the Offeror to pay liquidated damages for failure according to the following criteria.

1. For failure by the Offeror to meet a deliverable date, the State may require the Offeror to pay liquidated damages per work day, for each and every day thereafter until such deliverable is completed and accepted as corrected and approved by the State. The parties understand that liquidated damages are intended to be a last resort to expedite action on the part of Offeror and are not intended to be punitive. The State, at its option, may begin default proceedings at any point during the period during which the Offeror has failed to meet timeliness, performance standard, documentation, work product, or deliverable date(s). The State will not begin default proceedings prior to the beginning of the calendar month following the deliverable due date. The deliverable due dates will be defined in the final Schedule and Work Plan.
2. Prior to exercising the option to impose liquidated damages, the State and the Offeror shall attempt to resolve all issues through the course of normal business activities using applicable agreed "cure" periods to correct failures.
3. Written notification of failure to meet a performance standard, documentation, work product, or deliverable related to this contract may be given by the State's Contract Manager at any time a failure occurs. In the event of failure to meet a performance standard, documentation, work product, or deliverable, the Offeror must have up to fifteen (15) calendar days from the date of receipt of the written notification to correct the failure set forth in the written notification. If the failure is not resolved within the period and the State deems that the Offeror has not acted in good faith, liquidated damages may be imposed retroactively to the date of expected delivery.
4. Offeror shall not be liable for liquidated damages which result from events that are directly caused by the failure of the State to perform any required activity, force majeure, or any other cause that is not Offeror's responsibility under this Contract. Additionally, Offeror shall be relieved of its commitments to the extent any delays or service interruptions are due to: action or inaction by the State, its end-users, their employees, invitees, and third parties, including, but not limited to, changes in applications, protocols, or transmission parameters without prior coordination with the Offeror; breach of this Agreement by the State; or any other cause beyond the control of the Offeror including, but not limited to Force Majeure or failure or unavailability of the State's data center or equipment not provided by the Offeror.
5. If for any reason the Offeror is delayed in meeting the approved schedule due to negligence on the part of the State or by any cause not due to the Offeror's fault or negligence, then the Contract schedule may, at the State's option, be extended by change order for such reasonable time as the State may determine. Any claim for extension of time must be made in writing to the State Contract

Manager not more than five calendar days after the Offeror reasonably should have become aware of the delay.

Change Order Procedures

The State may make reasonable changes within the general scope of the Work. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Work, the Contractor may request a Change Order from the State.

The parties will handle such changes as follows: The Contractor will provide pricing to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change, as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance schedule for the work. Then within five business days after receiving the Change Order, the Contractor must sign it to signify agreement with it.

If a change causes an increase in the cost of, or the time required for, the performance of the Work, the Contractor must notify the State in writing and request an equitable adjustment in its Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Work not described in a written Change Order, the Contractor must notify the State in writing of the claim within five business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the State expressly ordered the relevant change in writing and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Work, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, either party may submit the dispute to the senior management of the Contractor and the senior management of the State's Department of Administrative Services for resolution. If within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, the Contractor must submit its actual costs for materials needed for the change (or estimated amount if the precise amount of materials cannot be determined) and an estimate of the hours of labor required to do the work under the Change Order. The Contractor must break down the hours of labor by employee position, and provide the actual hourly pay rate for each employee involved in the change. The total amount of the equitable adjustment for the Change Order then will be made based on the actual cost of materials (or estimated materials) and actual rate for each person doing the labor (based on the estimated hours of work required to do the change). Labor rates will be increased by 25% to cover benefits and taxes. The equitable adjustment for the Change Order then will be set based on this amount, plus 15% to cover overhead and profit. This amount will be the fixed fee amount of the Change Order. If the change involves removing a requirement from the Work or replacing one part of the Work with the change, the

State will get a credit for the work no longer required under the original scope of the Work. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the fixed fee amount will be reduced by this credit.

The Contractor is responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The State will not pay any subcontractor for the Change Order. If a subcontractor will perform any work under a Change Order, that work must be included in the Contractor's fixed fee amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for any work a subcontractor will do under a Change Order.

If the RFP Documents provide for the retainage of a portion of the Contractor's Fee, all equitable adjustments for Change Orders also will be subject to the same retainage, which the State will pay only on completion and acceptance of the Work, as provided in the RFP Documents.

Work and Contract Administration

Related Contracts

The Contractor warrants that the Contractor has not and will not enter into any contracts without written approval of the State to perform substantially identical services for the State, such that the Work under this Contract duplicates the work done or to be done under the other State contracts.

Other Contractors

The State may hold other contracts for additional or related work. Other contracts may include independent verification and validation (IV&V) efforts for the Work, organizational change management (OCM) among others. The Contractor must fully cooperate with all other contractors and State employees and coordinate its Work with such other contractors and State employees as may be required for the smooth and efficient operation of all related or additional work. The Contractor may not act in any way that may unreasonably interfere with the work of any other contractors or the State's employees. Further, the Contractor must fully cooperate with any IV&V and OCM contractor assigned to the Work. Such cooperation includes providing the contractors with full and complete access to all Work product, records, materials, personnel, meetings, and correspondence as the contractors may request subject to the execution of a mutually agreeable confidentiality agreement and according to the terms of the service level agreement.

If the State assigns an IV&V contractor to the Work, the State will obligate the IV&V contractor to a confidentiality provision similar to the Confidentiality Section contained in this Contract. The Contractor must include the obligations of this provision in all its contracts with its subcontractors for the Work.

Subcontracting

The Contractor may not enter into subcontracts related to the Work after award without written approval from the State. But the Contractor will not need the State's written approval to subcontract

for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP Documents.

The State's approval of the use of subcontractors does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Work in a timely and professional manner. The Contractor must hold the State harmless for and must indemnify the State against any such claims.

The Contractor assumes responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the Contractor will be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. And the Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement also must pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. But this exception is applicable only to sections that expressly provide exclusion for small-dollar subcontracts. Small-dollar subcontracts in general shall be those contracts that are limited to those contracts not exceeding the greater of two hundred (200) total hours or one-month of duration which is issued to a single subcontracting firm. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the State in any way, the Contractor must indemnify the State for the damage.

Record Keeping

The Contractor must keep all financial records in accordance with generally accepted accounting principles consistently applied. The Contractor also must file documentation to support each action under this Contract in a manner allowing the documentation to be readily located. And the Contractor must keep all Work-related records and documents at its principal place of business or at its office where the work was performed. Should the Contractor deem for confidentiality obligations to other customers that these records be maintained separately from other customer records, the Contractor is permitted to maintain and keep these records separate.

Audits

During the term of this Contract and for three years after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Work provided by the Contractor to the State or Federal Government. This audit right also applies to the State's duly authorized representatives and any person

or organization providing financial support for the Work provided that organization executes an mutually agreeable confidentiality agreement with the Contractor. State and Federal audit rights shall apply to those Contractor materials that are required to verify the accuracy of a Contractor invoice to the State inclusive of: Contractor personnel timesheets; Contractor purchased or provided equipment for benefit of the State that shall remain in the State's possession; State deliverable acceptance documentation; any required State written approvals as required herein; final work products and deliverables; any partial or incomplete work products or deliverables that should the Contractor submit for partial compensation from the State as a result of termination of this contract.

Insurance

The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:

1. Workers' compensation insurance, as required by Ohio law, and if some of the Work will be done outside Ohio, the laws of the appropriate state(s) where any portion of the Work will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
2. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

\$ 2,000,000	General Aggregate
\$ 2,000,000	Products/Completed Operations Aggregate
\$ 1,000,000	Per Occurrence Limit
\$ 1,000,000	Personal and Advertising Injury Limit
\$100,000	Fire Legal Liability
\$10,000	Medical Payments

3. The policy must be endorsed to provide the State with 30-days prior written notice of cancellation or material change to the policy. And the Contractor's Commercial General Liability must be primary over any other insurance coverage.
4. Commercial Automobile Liability insurance with a combined single limit of \$500,000.
5. Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

The certificate(s) must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

Replacement Personnel

When the RFP Documents identify key personnel who will do the specific components of the Work as required by the State, then the references, quality and professional credentials of those people were material factors in the State's decision to enter into this Contract. Therefore, the Contractor must use all commercially reasonable efforts to ensure the continued availability of those identified key personnel. Also, the Contractor may not remove identified key personnel from the Work without the prior, written consent of the State, except as provided below.

The Contractor may remove a person listed as Key Personnel in the RFP Documents from the Work, if doing so is: necessary for legal or disciplinary reasons; in the case of the person's resignation of his or her employment with the Contractor; or in the case of a leave of absence due to medical or personal extenuating circumstances. The Contractor must make a reasonable effort to give the State 30 calendar days' prior, written notice of the removal for other reasons.

If the Contractor removes a person listed as Key Personnel in the RFP Documents committed by the Contractor as available to perform the Work and who is considered a member of the Contractor proposed Key Personnel for any reason other than those specified above, and in consideration of the impact to the work based on the vacancy, the State may assess liquidated damages in the amount of \$1,500.00, or hourly billing rate using the Contractor rate card for an eight (8) hour day, whichever is higher, for every scheduled work day between the date on which the individual was removed and the date that this Contract is terminated or the individual's qualified replacement, selected in accordance with the process identified in this section, starts performing on the Work.

The State also may provide the Contractor with written notice of its default under this section, which the Contractor must cure within thirty (30) days. Should the Contractor fail to cure its default within the thirty (30) day cure period, this Contract may terminate immediately for cause, and the State will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

The Contractor must have access to qualified replacement people available to replace any people listed as Key Personnel in the RFP Documents by name. When the removal of a person listed as Key Personnel is permitted under this Section, or if a person becomes unavailable and affects the Contractors ability to perform the work, the Contractor must submit the resumes for replacement personnel candidates to the State for each person removed or who otherwise becomes unavailable. The Contractor must submit the resumes, along with such other information as the State may reasonably request, within five business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

The State will select one of the proposed replacements or will reject them within five business days after the Contractor has submitted the proposed replacements to the State. The State may reject the proposed replacements for any legal reason. Should the State reject the replacement candidates due to their failure to perform the required work as contracted by the State identified in the RFP Documents, or should the Contractor fail to provide the notice required under this Section or fail to provide qualified

replacement candidates for each removed or unavailable person, and in the State's opinion the work is not being performed as contracted, the Contractor may be in default and the cure period for default specified elsewhere in this Contract will apply. In any such case, the State will have the following options:

1. The State may assess liquidated damages in the amount of \$1,500.00 for every day between the date on which the Contractor failed to provide the applicable notice, failed to provide the two replacement candidates, or the date the State rejected all candidates for cause and the date on which the Contractor affects a cure or the Contract expires without renewal or is terminated.
2. The State may contract on an interim basis with another firm for a resource to perform the work
3. The State may terminate this Contract immediately for cause.

Should the State exercise its option under item (a) above, it nevertheless will be entitled anytime thereafter to exercise its option under item (c) above. Additionally, should the State terminate this Contract under this provision, and in consideration of the Contractor's inability to perform the work as specified in this RFP as a result of the removal of the Key Personnel member, it will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

The State may determine that the proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value the State perceived it would receive through the effort of the original individual(s) the Contractor proposed and on whose credentials the State decided to enter into this Contract. Therefore, the State will have the right to reject any candidate that the State determines may provide it with diminished value.

The State has an interest in providing a healthy and safe environment for its employees and guests at its facilities. The State also has an interest in ensuring that its operations are carried out in an efficient, professional, legal, and secure manner. Therefore, the State will have the right to require the Contractor to remove any individual involved in the Work, if the State determines that any such individual has or may interfere with the State's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this Contract has become unavailable, and the Contractor must follow the procedures identified above for replacing unavailable people. This provision also applies to people that the Contractor's subcontractors engage, if they are listed by name or as Key Personnel in the RFP Documents.

Suspension and Termination

The State may terminate this Contract if the Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the Contractor. The State also may terminate this Contract if the Contractor violates any law or regulation in doing the Work, or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State.

In any such case, the termination will be for cause, and the State's rights and remedies will be those identified below for termination for cause.

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice, or if the breach is not one that is curable as determined by the State, the State will have the right to terminate this Contract immediately on notice to the Contractor. The State also may terminate this Contract in the case of breaches that are cured but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three times within a twelve (12) month period following the initial notification of breach. After the third notice, the State may terminate this Contract on written notice to the Contractor without any additional cure period if the Contractor again fails to meet any obligation as required by the work. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all, and those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

Moreover, the State may terminate this Contract by providing the Contractor 30 calendar days notice for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Work. If a third party is providing funding for the Work, the State also may terminate this Contract should that third party fail to release any funds for the Work.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it subject to the prescribed cure period. Subject to the approval of the State and upon receipt of the notice of termination, the Contractor may (i) continue on activities not related to the termination while curing the deficiencies or: (ii) or take all steps necessary to minimize any costs the Contractor will incur related to this Contract and immediately cease all Work on the Contract. The Contractor also must within thirty (30) calendar days prepare a report and deliver it to the State. The report must be all-inclusive and must detail the Work completed at the date of termination, The Contractor also must deliver all the completed and partially completed Deliverables to the State with its report subject to the mutually agreeable SOW. If the State determines that delivery in that manner would not be in its interest, then the State may designate a suitable alternative form of delivery, which the Contractor must honor.

If the State terminates this Contract for cause, the Contractor will be entitled to compensation according to the termination charge schedule within the Cost Summary for the Contract. In addition, the State will be entitled to cover for the Work by using another Contractor on such commercially reasonable terms as the State and the covering contractor may agree. The Contractor will be liable to the State for all costs related to covering for the Work to the extent that such costs, when combined with payments already made to the Contractor for the Work before termination, exceed the costs that the State would have incurred under this Contract. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Work that the Contractor has performed before the termination. Such compensation will be the

Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount that the State determines it owes to the Contractor. The State will make that determination based on the termination charge schedule within the Cost Summary for the Contract.

The State will have the option of suspending rather than terminating the Work, if the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Work rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State reinstates the Work after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the State from the default or other event giving rise to the suspension.

In the case of a suspension for the State's convenience, the State will determine the amount of compensation due to the Contractor for work performed before the suspension in the same manner as provided in this section for termination for the State's convenience. The Contractor will not be entitled to compensation for any other costs associated with a suspension for the State's convenience, and the State will make no payment under this provision to the Contractor until the Contractor submits a proper invoice. If the State decides to allow the Work to continue rather than terminating this Contract after the suspension, the State will not be required to make any payment to the Contractor other than those payments specified in this Contract and in accordance with the payment schedule specified in this Contract for properly completed Work.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. The Contractor will prepare a report concerning the Work just as is required by this Section in the case of termination. After suspension of the Work, the Contractor may not perform any Work without the consent of the State and may resume the Work only on written notice from the State to do so. In any case of suspension, the State retains its right to terminate this Contract rather than to continue the suspension or resume the Work. If the suspension is for the convenience of the State, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

The State may not suspend the Work for its convenience more than twice during the term of this Contract, and any suspension for the State's convenience may not continue for more than thirty (30) calendar days.

Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and must indemnify the State for any liability to them. Notwithstanding the foregoing, each subcontractor must hold the State harmless for any damage caused to them from a suspension or termination. They must look solely to the Contractor for any compensation to which they may be entitled.

Representatives

The State's representative under this Contract will be the person identified in the RFP Documents or in a subsequent notice to the Contractor as the "Work Representative." The Work Representative will review all reports the Contractor makes in the performance of the Work, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the completed Work. The Work Representative may delegate his or her responsibilities for individual aspects of the Work to one or more managers, who may act as the Work Representative for those individual portions of the Work.

The Contractor's Work Manager under this Contract will be the person identified on the RFP Documents as the "Work Manager." The Work Manager will be the Contractor's liaison with the State under this Contract. Additionally, the Work Manager will conduct all Work meetings and prepare and submit to the Work Representative all reports, plans, and other materials that the RFP Documents require from the Contractor.

Either party, upon written notice to the other party, may designate another representative. However, the Contractor may not replace the Work Manager without the approval of the State if that person is identified in the RFP Documents by name or as a key individual on the Work.

Work Responsibilities

The State will be responsible for providing only those things, if any, expressly identified in the RFP Documents. If the State has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and equipment or has voluntarily waived an inspection and will use the equipment and facilities on an "as is" basis.

The Contractor must assume the lead in the areas of management, design, and development of the Work. The Contractor must coordinate the successful execution of the Work and direct all Work activities on a day-to-day basis, with the advice and consent of the Work Representative. The Contractor will be responsible for all communications regarding the progress of the Work and will discuss with the Work Representative any issues, recommendations, and decisions related to the Work.

If any part of the Work requires installation on the State's property, the State will provide the Contractor with reasonable access to the installation site for the installation and any site preparation that is needed. After the installation is complete, the Contractor must complete an installation letter and secure the signature of the Work Representative certifying that installation is complete and the Work, or applicable portion of it, is operational. The letter must describe the nature, date, and location of the installation, as well as the date the Work Representative certified the installation as complete and operational.

Unless otherwise provided in the RFP Documents, the Contractor is solely responsible for obtaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, state, or federal agency for the Work and maintaining them throughout the duration of this Contract.

Changes

The State may make reasonable changes within the general scope of the Work. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Work, the Contractor may request a Change Order from the State. The parties will handle such changes as follows: The Contractor will provide pricing to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change, as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance schedule for the work. Then within five business days after receiving the Change Order, the Contractor must sign it to signify agreement with it.

If a change causes an increase in the cost of, or the time required for, the performance of the Work, the Contractor must notify the State in writing and request an equitable adjustment in its Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Work not described in a written Change Order, the Contractor must notify the State in writing of the claim within five business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the State expressly ordered the relevant change in writing and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Work, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, either party may submit the dispute to the senior management of the Contractor and the senior management of the State's Department of Administrative Services for resolution. If within thirty (30) calendar days following referral to senior management, the claim or dispute has not been resolved, the Contractor must submit its actual costs for materials needed for the change (or estimated amount if the precise amount of materials cannot be determined) and an estimate of the hours of labor required to do the work under the Change Order utilizing the Contractor Rate Card then in effect for the actual Contractor resources that will perform the work. The Contractor will be required to track the actual hours spent associated with the Change Order, provide weekly updates as to actual progress against completion of the Change order in light of the provided estimate, and not exceed the estimated amount by more than ten percent (10%). If the change involves removing a requirement from the Work or replacing one part of the Work with the change, the State will get a credit for the work no longer required under the original scope of the Work. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the fixed fee amount will be reduced by this credit.

The Contractor is responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The State will not pay any subcontractor for the Change Order. If a subcontractor will perform any work under a Change Order, that work must be included in

the Contractor's fixed fee amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for any work a subcontractor will do under a Change Order.

If the RFP Documents provide for the retainage of a portion of the Contractor's Fee, all equitable adjustments for Change Orders also will be subject to the same retainage, which the State will pay only on completion and acceptance of the Work, as provided in the RFP Documents.

Excusable Delay

Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom the Contractor has no legal control.

Independent Status of the Contractor

The parties are independent of one another, and the Contractor's Personnel may act only in the capacity of representatives of the Contractor and not as representatives of the State. Further, the Contractor's Personnel will not be deemed for any purpose to be employees, representatives, or agents of the State. The Contractor assumes full responsibility for the actions of the Contractor's Personnel while they are performing under this Contract and will be solely responsible for paying the Contractor's Personnel (including withholding, and paying income taxes and social security, workers' compensation, disability benefits and the like). The Contractor may not commit, and is not authorized to commit, the State in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.

Publicity

The Contractor may not advertise or publicize that it is doing business with the State or use this Contract or the Contractor's relationship with the State as a marketing or sales tool, unless the State agrees otherwise in writing.

Ownership and Handling of Intellectual Property and Confidential Information

Confidentiality

The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related

materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. The Contractor may not disclose any Confidential Information to third parties and must use it solely to perform under this Contract.

If any Deliverables contain data, documentation, or other written information that is confidential in nature and properly labeled as such, then it also will be Confidential Information for purposes of this section. The State will keep all such Confidential Information in confidence and will not use it other than as authorized under this Contract. Nor will the State disclose any such Confidential Information to any third party without first obligating the third party to maintain the secrecy of the Confidential Information.

If one party discloses Confidential Information ("Disclosing Party") to the other party to this Contract ("Receiving Party"), the Receiving Party's obligation to maintain the confidentiality of the Confidential Information will not apply where such:

1. Was already in the possession of the Receiving Party without an obligation of confidence;
2. Is independently developed by the Receiving Party, provided documentary evidence exists to support the independent development;
3. Except as provided in the next paragraph, is or becomes publicly available without a breach of this Contract;
4. Is rightfully received by the Receiving Party from a third party without an obligation of confidence;
5. Is disclosed by the Receiving Party with the written consent of the Disclosing Party; or
6. Is released under a valid order of a court or governmental agency, provided that the Receiving Party:
(a) Notifies the Disclosing Party of the order immediately upon receipt of it; and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting the disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things are nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Contract. Therefore, item (3) in the preceding paragraph does not apply, and the Contractor must treat such information as Confidential Information whether it is available elsewhere or not.

Except for Confidential Information that the Contractor delivers to the State and that is part of a Deliverable or necessary for the proper use or maintenance of a Deliverable, the Receiving Party must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The disclosure of the Confidential Information of the Disclosing Party in a manner inconsistent with the terms of this provision may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate, and each Receiving Party agrees that in the event of a breach of the Receiving Party's obligations hereunder, the Disclosing Party will be entitled to temporary and permanent injunctive relief to enforce the provisions of this Contract without the necessity of proving actual damages. However, provision does not diminish or alter any right to claim and recover damages.

Handling the State's Data

The Contractor must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting State data are secure and to protect that data from unauthorized disclosure, modification, or destruction. The State's minimum standard is the NIST 800-53 moderate baseline. To accomplish this, the Contractor must:

1. Apply appropriate risk management techniques to ensure security for all sensitive data, including but not limited to any data identified as Confidential Information elsewhere in this Contract.
2. Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
3. Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as and detect and respond to those threats and vulnerabilities.
4. Maintain appropriate identification and authentication process for information systems and services associated with State data.
5. Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with State data.
6. Implement and manage security audit logging on information systems, including computers and network devices.

The Contractor must maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques. This includes determining which ports and services are required to support access to systems that hold State data, limiting access to only these points, and disable all others. To do this, the Contractor must use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication, encryption, packet filtering, activity logging, and implementation of system security fixes and patches as they become available. The Contractor must use two-factor authentication to limit access to systems that contain particularly sensitive State data, such as personally identifiable data.

Unless the State instructs the Contractor otherwise in writing, the Contractor must assume all State data is both confidential and critical for State operations, and the Contractor's security policies, plans, and procedure for the handling, storage, backup, access, and, if appropriate, destruction of that data must

be commensurate to this level of sensitivity. As part of the Contractor's protection and control of access to and use of data, the Contractor must employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access the State's data, as well as attacks on the Contractor's infrastructure associated with the State's data. Further, the Contractor must monitor and appropriately address information from its system tools used to prevent and detect unauthorized access to and attacks on the infrastructure associated with the State's data.

The Contractor must use appropriate measures to ensure that State's data is secure before transferring control of any systems or media on which State data is stored. The method of securing the data must be appropriate to the situation and may include erasure, destruction, or encryption of the data before transfer of control. The transfer of any such system or media must be reasonably necessary for the performance of the Contractor's obligations under this Contract.

The Contractor must have a business continuity plan in place. The Contractor must test and update the IT disaster recovery portion of its business continuity plan at least annually. The plan must address procedures for response to emergencies and other business interruptions. Part of the plan must address backing up and storing data at a location sufficiently remote from the facilities at which the Contractor maintains the State's data in case of loss of that data at the primary site. The plan also must address the rapid restoration, relocation, or replacement of resources associated with the State's data in the case of a disaster or other business interruption. The Contractor's business continuity plan must address short- and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to the State's data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware. The Contractor also must provide for reviewing, testing, and adjusting the plan on an annual basis.

The Contractor may not allow the State's data to be loaded onto portable computing devices or portable storage components or media unless necessary to perform its obligations under this Contract properly and approved by the State's Chief Information Security Officer. Even then, the Contractor may permit such only if adequate security measures are in place to ensure the integrity and security of the data. Those measures must include a policy on physical security for such devices to minimize the risks of theft and unauthorized access that includes a prohibition against viewing sensitive or confidential data in public or common areas. At a minimum, portable computing devices must have anti-virus software, personal firewalls, and system password protection. In addition, the State's data must be encrypted when stored on any portable computing or storage device or media or when transmitted from them across any data network. The Contractor also must maintain an accurate inventory of all such devices and the individuals to whom they are assigned.

Any encryption requirement identified in this provision must meet the Ohio standard as defined in Ohio IT standard ITS-SEC-01, "Data Encryption and Cryptography".

The Contractor must have reporting requirements for lost or stolen portable computing devices authorized for use with State data and must report any loss or theft of such to the State in writing as

quickly as reasonably possible. The Contractor also must maintain an incident response capability for all security breaches involving State data whether involving mobile devices or media or not. The Contractor must detail this capability in a written policy that defines procedures for how the Contractor will detect, evaluate, and respond to adverse events that may indicate a breach or attempt to attack or access State data or the infrastructure associated with State data.

In case of an actual security breach that may have compromised State data, including but not limited to, loss or theft of devices or media, the Contractor must notify the State in writing of the breach, or the suspicion of a breach, no more than within 24 hours of the Contractor becoming aware of the breach, and fully cooperate with the State to mitigate the consequences of such a breach. This includes any use or disclosure of the State data that is inconsistent with the terms of this Contract and of which the Contractor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or subcontractor of the Contractor.

The Contractor must give the State full access to the details of the breach and assist the State in making any notifications to potentially affected people and organizations that the State deems are necessary or appropriate. The Contractor must document all such incidents, including its response to them, and make that documentation available to the State on request. In addition to any other liability under this Contract related to the Contractor's improper disclosure of State data, and regardless of any limitation on liability of any kind in this Contract, the Contractor will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Contractor's possession. Such identity theft protection must be reasonably acceptable to the State.

All State Data will remain the property of the State. The Contractor must ensure that the State retains access and download capability for purposes of retrieving its data for research, investigation, transfer, or migration to others systems.

Ownership of Deliverables

The State owns all Deliverables that the Contractor produces under this Contract, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material as they pertain to performing the Work for the State as part of the Work defined within the Contract or subsequent activities related to the Work. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated into any custom Deliverable ("Pre-existing Materials"), if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, and distribute all Pre-existing Materials for State use that are incorporated into any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials. The State

may distribute such Pre-existing materials to third parties only to the extent required by governmental funding mandates. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials into a custom Deliverable, the Contractor must first disclose that desire to the State in writing and seek the State's approval for doing so in advance. The State will not be obligated to provide that approval, unless the Contractor disclosed its intention to do so in the RFP Documents. On the Contractor's request, the State will incorporate into any copies of a custom Deliverable any proprietary notice that the Contractor included with the original copy, if that notice is reasonably necessary to protect the Contractor's interest in any Pre-existing Materials contained in the custom Deliverable.

For pre-existing Contractor materials that are not incorporated into a deliverable or the work, but may be used by the Contractor to deliver the work, and are not required by the State following the completion of the work, the State will have no residual rights following the term of the Agreement.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

License in Commercial Material

As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense, is commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the RFP Documents or as an attachment referenced in the RFP Documents, if that scope of license is different from the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material consists of trade secrets, then the State will treat the material as confidential. In this regard, the State will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to the State's Confidential Information. Otherwise, the State will have the same rights and

duties permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to the State.

For Commercial Software, the State will have the rights in items (1) through (6) of this section with respect to the software. The State will not use any Commercial Software except as provided in the six items below or as expressly stated otherwise in this Contract. The Commercial Software may be:

- Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer, computers or computer successors may be transferred;
- Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;
- Reproduced for safekeeping (archives) or backup purposes;
- Modified, adapted, or combined with other computer software, but the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in this Contract;
- Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract; and
- Used or copied for use in or transferred to a replacement computer.

Commercial Software delivered under this Contract is licensed to the State without disclosure restrictions unless it is clearly marked as confidential or secret. The State will treat any Commercial Software that is marked as confidential or secret as Confidential Information to the extent that such is actually the case.

Representations, Warranties, and Liabilities

General Warranties

The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) be in accordance with sound professional standards and the requirements of this Contract and without any material defects; and (2) unless otherwise provided in the RFP Documents, be the work solely of the Contractor. The Contractor also warrants that: (1) no Deliverable will infringe on the intellectual property rights of any third party; and (2) the Contractor's work and the Deliverables resulting from that work will be merchantable, usually defined as the standard by which the Contractor provides similar services for other customers or how the Contractor would provide those services to itself, and fit for the particular purposes described in the RFP Documents.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (i) the Contractor has the right to enter into this Contract; (ii) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (iii) the Contractor will observe and abide by all applicable laws and regulations,

including those of the State regarding conduct on any premises under the State's control; (iv) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (v) the Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State; and (vi) the Contractor is not subject to any unresolved findings of the Auditor of State under Revised Code Section 9.24 and will not become subject to an unresolved finding that prevents the extension or renewal of this Contract.

The warranties regarding material defects, merchantability, and fitness are one-year warranties. All other warranties will be continuing warranties. If any portion of the Work fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed or must refund the amount of the compensation paid for such portion of the Work. The Contractor also must indemnify the State for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor must do one of the following things: (1) modify the Deliverable so that it is no longer infringing; (2) replace the Deliverable with an equivalent or better item; (3) acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or (4) remove the Deliverable and refund the amount the State paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

GENERAL EXCLUSION OF WARRANTIES.

THE CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESS WARRANTIES CONTAINED IN THIS CONTRACT.

Indemnity for Property Damage and Bodily Injury

The Contractor must indemnify the State for all liability and expense resulting from bodily injury to any person (including injury resulting in death) and damage to tangible or real property arising out of the performance of this Contract, provided that such bodily injury or property damage is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor will not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the State, its employees, other contractors, or agents.

Limitation of Liability

Neither party will be liable for any indirect, incidental, or consequential loss or damage of the other party, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages. Additionally, neither party will be liable to the other for direct or other damages in excess of two times the invoiced or contracted fee amount for the project and (if applicable) managed services related fees for the preceding twelve (12) months when the liability is identified. The limitations in this paragraph do not apply to any obligation of the Contractor to

indemnify the State against claims made against it or for damages to the State caused by the Contractor's negligence or other tortuous conduct.

Acceptance

There will be no formal acceptance procedure for completion of the Work Areas described herein unless the RFP Documents expressly provide otherwise. If the RFP Documents do not provide otherwise, the acceptance procedure for completion of the Work Areas will be an informal review by the Work Representative to ensure that each Deliverable and the Work as a whole comply with the requirements of this Contract. The Work Representative will have up to 30 calendar days to do this. No formal letter of acceptance will be issued, and passage of the 30 calendar days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverable or the Work as a whole does not meet the requirements of this Contract. If the Work Representative issues a letter of noncompliance, then the Contractor will have 30 calendar days to correct the problems listed in the noncompliance letter. If the Work Representative has issued a noncompliance letter, the Deliverables or the Work as a whole will not be accepted until the Work Representative issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30 day period, the Work Representative will issue the acceptance letter within 15 calendar days.

Should the Contractor following the award of this Contract and in the course of performing the Work associated with these RFP documents determine that a more prompt State acceptance than described above be required, the Contractor shall identify those Deliverables within the approved Project Plan and indicate the requested acceptance period accordingly. Changes to the acceptance timeframes must be approved by the State in writing.

Passage of Title

Title to any Deliverable will pass to the State only on acceptance of the Deliverable. All risk of loss, regardless of the cause, will remain with the Contractor until title to the Deliverable passes to the State.

Construction

Entire Document

This Contract is the entire agreement between the parties with respect to its subject matter and supersedes any previous statements or agreements, whether oral or written.

Binding Effect

This Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

Amendments – Waiver

No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any

of the terms of this Contract will not be a waiver of those terms. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.

Severability

If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity.

Construction

This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

Headings

The headings used herein are for the sole sake of convenience and may not be used to interpret any section.

Notices

For any notice under this Contract to be effective, it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorized to be made orally.

Continuing Obligations

The terms of this Contract will survive the termination or expiration of the time for completion of Work and the time for meeting any final payment of compensation, except where such creates an absurdity.

Time

Unless otherwise expressly provided, any reference in this document to a number of days for an action or event to occur means calendar days, and any reference to a time of the day, such as 5:00 p.m., is a reference to the local time in Columbus, Ohio.

Laws and Courts

Compliance with Law

The Offeror must comply with all applicable federal, state, and local laws while performing under this Contract.

Drug-Free Workplace

The Offeror must comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Offeror must make a good faith effort to ensure that all the Offeror's Personnel, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

Conflicts of Interest

None of the Contractor's Personnel may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor may not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Work to acquire an interest in anything or any entity under the Contractor's control, if such an interest would conflict with that official's or employee's duties. The Contractor must disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. And the Contractor must take steps to ensure that such a person does not participate in any action affecting the work under this Contract. But this will not apply when the State has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Ohio Ethics Law and Limits on Political Contributions

The Offeror certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. The Offeror also certifies that all applicable parties listed in Ohio Revised Code Section 3517.13 are in full compliance with Ohio Revised Code Section 3517.13.

Security and Safety Rules

The solution provided by the vendor must meet NIST SP 800-53 r3 controls for a moderate level security baseline. The vendor must demonstrate their compliance via these controls in a documented System Security Plan (SSP) for a General Support System (GSS) as well as a documented test plan that is fully exercised prior to the production implementation of the solution. The solution must in no way interfere with or limit the security controls already established by each agency in compliance with the NIST SP 800-53 Security Framework.

Unresolved Finding for Recovery

If the Offeror was subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on the date the parties sign this Contract, the Contract is void. Further, if the Offeror is subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on any date on which the parties renew or extend this Contract, the renewal or extension will be void.

Equal Employment Opportunity

The Offeror will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found at:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification.aspx>

Injunctive Relief

Nothing in this Contract is intended to limit the State's right to injunctive relief, if such is necessary to protect its interests or to keep it whole.

Assignment

The Offeror may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the State. The State is not obligated to provide its consent to any proposed assignment.

Governing Law

This Contract will be governed by the laws of Ohio, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

Use of MBE and EDGE Offerors

The State encourages the Offeror to purchase goods and services from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth and Equity (EDGE) Offerors.

Delegation of Authority

State and federal laws generally limit OHT's ability to delegate certain decisions and functions to an Offeror, including but not limited to: (1) policy-making authority, and (2) final decision-making authority on the acceptance or rejection of contracted services.

Attachment Five – Sample Contract

A CONTRACT BETWEEN
THE DEPARTMENT OF ADMINISTRATIVE SERVICES
ON BEHALF OF THE

AND

(CONTRACTOR)

THIS CONTRACT, which results from RFP «[CONTRACT_ID](#)», entitled _____, is between the State of Ohio, through the Department of Administrative Services, on behalf of _____, and _____ (the "Contractor").

This Contract consists of the referenced RFP, including all its attachments and supplements, written amendments to the RFP, the Contractor's Proposal, and written, authorized amendments to the Contractor's Proposal. It also includes any materials incorporated by reference in the above documents and any purchase orders and Change Orders issued under the Contract. The form of the Contract is this one page document, which incorporates by reference all the documents identified above. The General Terms and Conditions for the Contract are contained in an attachment to the RFP. If there are conflicting provisions among the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This document;
2. The RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;

4. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
5. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, Change Orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

This Contract has an effective date of the later of _____, 20____, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

TO SHOW THEIR AGREEMENT, the parties have executed this Contract as of the dates below.

CONTRACTOR

STATE OF OHIO

DEPARTMENT OF ADMINISTRATIVE SERVICES

SAMPLE – DO NOT FILL OUT

By:

By: [Robert Blair](#)

Title: _____

Title: [DAS Director](#)

Date: _____

Date: _____

7.0 Supplement A – Scope of Work and Project Requirements

7.1 Overview

The goal of the Project is to provide a comprehensive and effective approach for the planning, design, development, deployment, hosting and ongoing maintenance of the SOA HHS enterprise platform and a new enterprise Integrated Eligibility (IE) System.

The future IE System will provide superior eligibility services including robust citizen self-service, efficient workflow management and coordination, agile and easily manageable rules engine, improved data quality and decision support capabilities, and importantly, alignment with the State’s model of practice to support improvement in State and County productivity capabilities while providing enhanced accessibility of benefits to Ohioans through a modern, robust enterprise system.

The four technology domains / capabilities, Common Enterprise Portal, Enterprise Information Exchange, Analytics and Business Intelligence, and Integrated Eligibility are the components of a technology solution pattern (i.e. combination of technologies) that bring a combined set of new business capabilities to Ohio that enables the vision of “agency with no walls” and citizen centric health and human services delivery. The functional requirements defined by OHT are the detailed specification of expected business functionality from the overall solution, and the non-functional requirements define the technical, implementation, and performance related expectations from the overall solution and its core technologies such as Identity Management.

The future SOA HHS enterprise platform will provide four key distinct technology domains / capabilities that together will support the IE solution and other core functional capabilities described in Ohio_HHS_IE_Template_I_Functional_Requirement v1.1. The key technology domains are:

- **Common Enterprise Portal** – includes User Interface and User Experience Management, Access Control, Collaboration, Communications and Document Search capability
- **Enterprise Information Exchange** – includes Discovery Services (Application and Data Integration, Master Data Management (MDM) Master Person Index and Record Locator Service), Business Process Management, Consent Management, Master Provider Index and Security Management
- **Analytics and Business Intelligence** – Integration, Analysis and Delivery of analytics in the form of alerts and notifications and reports
- **Integrated Eligibility** – A common Enterprise Application framework and Rules Engine to determine eligibility and benefits for Ohio Public Benefit Programs

7.2 System(s) to be Replaced

Integrated Eligibility System (Work Stream 3)

Ohio’s legacy Integrated Eligibility System, Client Registry Information System (CRIS), was designed over 35 years ago, built in 4 years, and implemented in 1978. The Client Registry Information System

Enhanced (CRIS-E), a major enhancement to the legacy CRIS was implemented in 1992. CRIS-E is a 'monolithic' legacy system where the applications, data, and the user interface ran on a single, large mainframe computer until 2007 when recent modernization efforts started.

For individuals attempting to apply for federal assistance (such as Supplemental Nutrition Assistance Program [Supplemental Nutrition Services Program - SNAP - Food Assistance], Ohio Works First [Temporary Assistance to Families – TANF], or Medicaid), a five step process must be completed by county caseworkers. The information obtained by the caseworker during this process is collected and processed by the CRIS-E system. The initial step is a Statewide Clearance test followed by four phases of an interactive interview performed by county caseworkers.

CRIS-E has over 7 million recipients on file. CRIS-E has over 600 green screens that are used by 20,000+ caseworkers and administrative staff daily in State and County offices. There are over 2,400 programs containing over 5 million lines of code that contain the business rules used to register, clear, calculate and issue program benefits. There is over 400 gigabytes of data stored in the IMS hierarchical database. CRIS-E processes 5 to 8 million transactions daily.

CRIS-E is made up of 19 subsystems with 3 subsets. Key subsystems are GAE – Application Entry, GAR – Application Registration, GBI – Benefit Issuance, and GRF – Reference Tables which contain approximately 2.6 million recipients. Other states and local jurisdictions that have implemented CRIS-E include Florida, Indiana, Orange County, Pennsylvania, Tennessee, and Wisconsin.

Since 2007, the State has enhanced the system through the addition of an online application platform, E-Gateway, which collects the consumer data and presents it to the County Worker for transfer into, and further processing by CRIS-E. Some counties around the State have also implemented unique add-on systems and processes to address key gaps in functionality such as scheduling, document management, call center operations support, etc. For additional background information on CRIS-E, the Offeror should refer to the Procurement Library.

State / County Worker Data Sharing and Collaboration (Work Stream 4)

There are currently no systems or formal processes that enable secure communication, collaboration, and care coordination among different State of Ohio health and human services' programs and agencies. Where worker communications and collaboration exist, it is usually facilitated via email.

Shared Reporting and Analytics (Work Stream 5)

There is currently some level of reporting and analytics capabilities available within each of the State's agencies and programs.

7.3 System Requirements Overview

OHT has identified functional and technical requirements for the SOA HHS Enterprise platform and the new IE solution that will reside on the platform. The requirements address the new capabilities as well as existing capabilities from the legacy CRIS-E system required to achieve the objectives outlined in Section 1.2.7.

A Business Process Analysis (BPA) was performed to assist with the development of system functionality needed to support Ohio's HHS programs. The BPA afforded Ohio the opportunity to ensure that the implemented IE System is compatible with the State's model of practice, while meeting Federal and State operational and policy requirements.

Driven by the functionality defined via the BPA, a technical assessment was conducted. This assessment assisted with identifying the technical requirements for supporting the defined system functionality. This, in turn, led to the development of Non-functional Requirements and the General Systems Design documents for the new IE System.

Although a portion of the requirements definition has been completed, the Contractor is required to review and validate these requirements with the State. The Offeror must also propose their approach for validating or development of design level use cases and workflows to meet all functional requirements.

The IE System's functional and technical requirements are provided in Templates I and K and the BPA is provided in the Procurement Library.

7.4 Implementation Strategy for Functional Requirements

The Offeror is to provide a narrative that describes the Offeror's approach for design, development and implementation of the required solution functionality. For each of the three (3) phases, the Offeror must include this information for each functional requirements area: general system, integrated eligibility and ancillary, data sharing and shared analytics. At a minimum, the Offeror's Proposal is to provide a proposed strategy for meeting the requirements mandated in Template I – Functional Requirements Response Matrix. Additional insight may be obtained from the following Procurement Library documents:

- HHS Business Process Analysis
- Control D Report List
- General System Design

It is required that the Offeror provides specific details of the implementation strategy to meet all functional requirements. The Offeror must provide solution specific information. Generic and marketing description will be considered insufficient responses. Additionally, the Offeror is to define their methodology for developing design-level use cases and workflows to meet all functional requirements included in Template I - Functional Requirements Response Matrix.

As a part of the implementation strategy, the Offeror must identify and explain functionality implications associated with the phased implementation. For example, when the eligibility functionality is implemented for Phase 1 programs; resultantly, this functionality may be leveraged for programs being implemented in Phase 2. The Offeror is also required to define exception handling processes where appropriate as well as any dependencies on existing systems or components of the new System that are needed to provide the specified functionality.

7.4.1 General System Requirements

Significant future System capabilities in this area include, but not limited to:

- Controlling access to data based on roles, client consent and other
- Allowing clients (or internal users if needed) to provide e-signature on relevant forms
- Linking client records to form households, assistance groups or other units as needed
- Providing context sensitive “Help” screens/tips
- Translating the user interface into Spanish and Somali
- Auditing and logging user actions
- Routing cases to a specified individual or queue (automatically and manually)
- Defining queues for use in managing the distribution of cases
- Guiding cases through a sequence of specified activities which may include approvals, application or eligibility rules, etc.
- Sending notifications/alerts to users, including escalation notices

7.4.2 Integrated Eligibility and Ancillary Requirements

7.4.2.1 Pre-screening

Significant future System capabilities in this area include, but not limited to:

- Web-based, real-time guidance on eligibility for multiple public assistance programs simultaneously using anonymous data provided by the client
- Disclaimer text indicating the guidance is not a final determination of eligibility
- Sharing of additional resources when guidance indicates client may not be eligible

7.4.2.2 Eligibility Determination, Re-determination and Enrollment

Significant future System capabilities in this area include, but not limited to:

- Web-based, real-time eligibility determination when possible
- Dynamic, rule-based rules engine that allows for update of eligibility rules without significant effort
- Applying for benefits using a self-service web portal or through authorized representative
- Renewing benefits at intervals specified by each program or upon client changes

- Supporting additional activities required after program enrollment such as assignment of a case worker, client signature on required forms or other items
- Monitoring and tracking of client progress of conditional eligibility requirements such as client's progress of meeting Spenddown liability
- Managing changes or events affecting a client's eligibility to receive benefits that may result in immediate suspension, termination of benefits or require the client to go through the re-determination process

7.4.2.3 *Benefits Issuance, Redemption and Management*

Significant future System capabilities in this area include, but not limited to:

- Creating and distributing welcome packages with content specific to the client's benefits
- Issuing, re-issuing benefits (including supplementary and auxiliary) or generating a request to do so
- Tracking benefits redeemed, cancelled or voided particularly for cash benefits
- Recovering over payments and collecting funds
- Correcting under payments through issuing reimbursements

7.4.2.4 *Appeals*

Significant future System capabilities in this area include, but not limited to:

- Notifying clients of their Fair Hearing Rights for applicable actions such as, but not limited to eligibility determination, re-determination, benefit management decision
- Providing the ability to request a hearing
- Storing the ruling (overruled, dismissed, sustained) as documented in the system of record
- Allowing users to upload supporting documentation required to enact a ruling

7.4.2.5 *Scheduling*

Significant future System capabilities in this area include, but not limited to:

- Requesting an appointment for a screening or assessment
- Maintaining resource calendars with the inventory of appointment times

7.4.2.6 *Screenings and Assessments*

Significant future System capabilities in this area include, but not limited to:

- Recording results of screenings/assessments e.g., level of care determination

7.4.2.7 Rules Management

Significant future System capabilities in this area include, but not limited to:

- Creating and maintaining business rules used for eligibility determination and other purposes
- Testing business rules to debug, identify conflicts between new and existing, etc.
- Maintaining version control to enable roll backs, auditing, etc.
- Reporting on business rules (e.g., active/inactive, execution time, number of times executed, etc)

7.4.2.8 Assignments and Time Tracking

Significant future System capabilities in this area include, but not limited to:

- Maintaining a list of assignments (e.g., work or educational opportunities, child care slots) available from providers
- Making assignments to clients based on assessment results and other client information
- Tracking client attendance at the designated assignment

7.4.2.9 Locally Managed Programs

Significant future System capabilities in this area include, but not limited to:

- Maintaining a repository of locally defined plans containing eligibility rules amongst other information (e.g., Prevention, Retention, Contingency Plan)
- Creating eligibility rules in the rules engine based information within the plan
- Determining eligibility leveraging the rules engine
- Supporting local benefits issuance
- Tracking utilization for established programs/services

7.4.3 Data Sharing Requirements

7.4.3.1 Client / Provider Look-Up and Query

Significant future System capabilities in this area include, but not limited to:

- Master Client Index, “White Pages”, with summary and demographic information
- Identification of program enrollment and current services
- Master Provider Index, with summary and demographic information

7.4.3.2 Client Consent

Significant future System capabilities in this area include, but not limited to:

- Recording consent from the client
- Managing changes to consent
- Applying consent to System – allowing or disallowing users to view or edit specified information in accordance with the consent provided

7.4.3.3 Referral Management

Significant future System capabilities in this area include, but not limited to:

- Making referrals to service providers
- Obtaining confirmation of referral acceptance
- As needed, setting-up on-going notices regarding referral

7.4.3.4 Case Collaboration / Service Coordination

Significant future System capabilities in this area include, but not limited to:

- Enabling common client service integration and prevention of duplication
- Supporting outcome-focused case management
- Reading/Viewing shared case notes
- Sending/Reading secure messages

7.4.3.5 Alerts and Notifications

Significant future System capabilities in this area include, but not limited to:

- Creating/viewing population-based or individual-based alerts and notifications
- Subscribing/Un-subscribing to alerts/notifications of interest
- Sending notifications through preferred notification method

7.4.4 Shared Analytics Requirements

7.4.4.1 Static and Dynamic Reporting

The Offeror is to describe the proposed solution's ability to provide static/historical and dynamic (i.e. real-time) reporting for all program and functional areas. The Offeror is to include a list of the types of built-in (pre-defined) and end-user definable (ad-hoc) reporting capabilities.

7.4.4.2 Graphical Reports

The Offeror must provide information of the types of graphical data presentations (e.g., GIS) that the proposed solution will offer. This information is to identify any presentation parameters that are configurable by the end-user. Additionally, the Offeror must describe the solutions drill-down capability that will support detail level data displays.

7.4.4.3 User Defined Reports and Views

The Offeror must describe how the proposed solution provides user-defined reporting views / screens based upon different roles, security profiles, etc. of various stakeholders. The Offeror must also explain how configuration for this functionality occurs within the proposed solution.

7.4.4.4 Exporting Data

The Offeror is to provide information of the proposed solution's capability for end-user report / data exportation at the report and raw data levels. This information is to include the formats (e.g., SQL Server, MS Access, Excel, SPSS, CSV, etc) the proposed solution will export to.

7.4.4.5 Analysis Tools

The Offeror must describe the proposed solution's capabilities for advanced analysis such as predictive analysis, root cause analysis, identification of “hotspotters”, etc.

7.5 Summary of Non-Functional Requirements

The Ohio Health and Human Services Enterprise Exchange (OHHSEE) RFP includes five (5) non-functional requirements categories. The five categories are:

- 1) Architecture / Policy Requirements
- 2) Product Requirements
- 3) Solution Requirements
- 4) Implementation Requirements
- 5) Operations Requirements

The CMS Seven Standards and Conditions are expected to be addressed by the Offeror. Each category has been divided into subcategories as detailed below. Each subcategory has its own tab in the Non-Functional Requirements Excel workbook. The Solution Architecture includes non-functional requirements in the following subject areas:

■ Architecture / Policy Requirements

- A1. Service Oriented Architecture (SOA) – Use of Service Oriented Architecture design principles and approaches

- A2. Interoperability / Interfaces – Provision for compliance with interoperability standards and interfaces with internal and external systems
- A3. Scalability and Extensibility – Solution will need to be highly scalable and highly flexible and extensible for ease of maintenance and response to changing future needs and technologies
- A4. Performance – The solution has to perform to specific standards for different type of transactions and user requests
- A5. Regulatory / Policies – The solution will have to address a number of State and Federal regulations and policies as highlighted in this section
- A6. Audit / Compliance - Comprehensive audit trail and compliance alerts
- A7. Usability – Highly user friendly system that leverages the UX2014 standards and complies with Federal accessibility requirements
- **Product Requirements** – Specific requirements around the following technology products have been defined in the Non-Functional Requirements Workbook in the Products category
 - P1. Enterprise Service Bus -
 - P2. Data Integration / ETL
 - P3. MDM
 - P4. Security
 - P5. Consent Management
 - P6. Business Intelligence / Reporting
 - P7. Rules Engine
 - P8. Portal
 - P9. Application Server
 - P10. Database Management System
 - P11. SOA Governance Infrastructure
 - P12. Case Management / Business Process Management
 - P13. Transaction Monitoring / Logging
 - P14. Document Management
 - P15. Identity Management / Single Sign-On

■ **Solution Requirements**

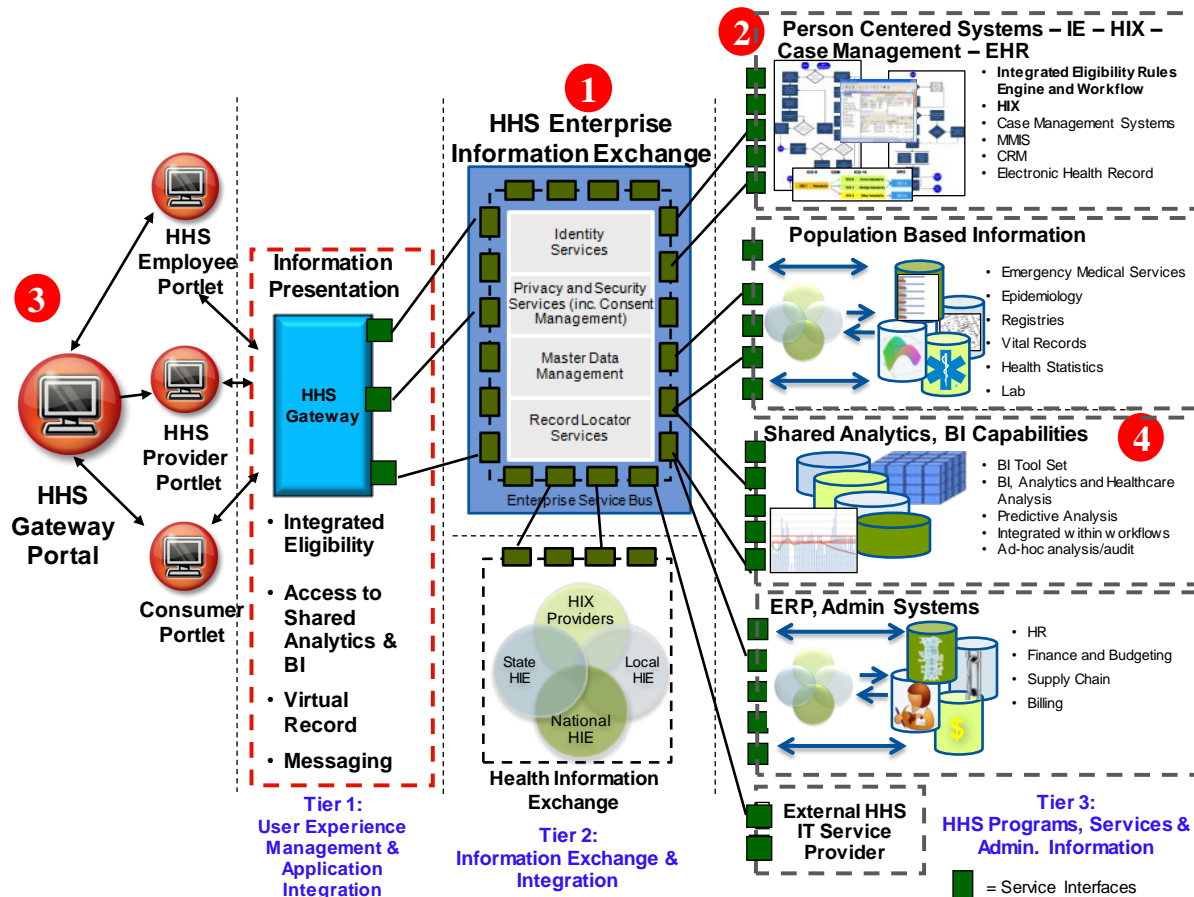
- S1. Integrated Eligibility – All specific requirements related to the Integrated Eligibility solution
- S2. Shared Analytics – All non-functional requirements related to the Shared Analytics and Reporting solution including:
 - Architecture and Design
 - Integration and Data Quality
 - Metadata
 - Availability
 - Connectivity
 - Application Support
 - Compliance
 - Performance
 - Scalability
 - Backup-Archiving
 - Security
 - Deployment
- **Implementation Requirements** – All common design, development and implementation requirements related to all solution implementation activities
 - I1. Project Management
 - I2. Environment Installation and Configuration
 - I3. Knowledge Transfer & Training
 - I4. Design, Development & Customization
 - I5. Deployment
 - I6. Quality Management
- **Operations Requirements** - All common operations and support requirements related to all solutions being deployed
 - O1. Production Support & Transition
 - O2. Defect Resolution and Solution Acceptance
 - O3. Solution Administration
 - O4. Solution Management

7.6 Proposed Solution Overview

The proposed Systems shall provide the key components of the SOA HHS Enterprise Platform Solution Pattern that can provide a contemporary and robust approach to meeting OHT's objectives. Figure 6

below provides a high-level conceptual model of the SOA HHS Platform Solution Pattern. The Solution Pattern Conceptual Model diagram presented below is separated into three major architecture tiers: User Experience Management, Information Exchange and Integration, and Core Transactional and Analytical Applications.

Figure 6 SOA HHS Platform Solution Pattern



Service Oriented Architecture (SOA) development of the solution components essential to support the envisioned functional capabilities for the HHS Enterprise:

- Integrated Eligibility
- Client Look-up, Search and View Query Results
- Referral Management
- Collaborative Service Delivery

SOA HHS Platform shall leverage the industry trends and standards to deliver against the vision of an integrated “Agency with No Walls”, able to drive better access, quality, cost, and outcomes for the Ohio residents. The key components of the Solution Pattern include:

1. Internal Enterprise Information Exchange leveraging MDM Platforms, Service Oriented Architecture, and industry standard semantics
2. Service Oriented access to existing health and human services systems
3. Managed user experience for internal and external users using Portal technologies
4. Provision of Shared Analytics to empower State and Contracted Service Providers to better anticipate and serve the needs of the client

7.6.1 Solution Architecture Guiding Principles

A key objective of the Ohio Health and Human Service Enterprise Exchange Solution Pattern and Architectural framework for the project initiative is to organize the Enterprise Architecture (EA) content and define the desired future state capabilities. Ohio has defined a series of Architecture Principles that describe the desired future state Enterprise Architecture at State of Ohio.

The Offeror is expected to comply with these principles in their proposed solution approach. The Enterprise Architecture for SOA HHS Platform is made up of four key domains:

Business Architecture - drivers and strategy for the future program/policy framework for the Ohio's integrated and enterprise approach to health and human services and identifying the implications for enabling IT and developing a functional model of the enterprise from which information and technical architectures can be derived

Information Architecture – identifying the data and information that will be required to anticipate, support and validate key decisions through the life cycle of Ohio's health and human services programs/services and how that data/information must flow through the State's legacy applications to support the full life cycle of Ohio's programs and services

Technology Architecture – defining the required technology infrastructure and standards (ONC, National HIT Standards, Software/Hardware Standards, etc.) as well as the systems management, operations and security mechanisms that are required to achieve the vision and provide for an sustainable, extensible, adaptable and affordable technical infrastructure for an integrated/enterprise HHS operations and the vision for the SOA HHS Platform

Solution Architecture – defining the required solution pattern, that will be required – such as: common front end one-stop portal; enterprise information exchange/enterprise service bus; consolidation / modernization / retirement of legacy applications; enterprise data warehouse/mart and business intelligence tools, etc.

Architectural principles provide guidance for decision making in support of the vision of the future state. The principles describe the consistent decision-making biases and are intended to provide logical consistency across multiple areas. The principles also articulate how to deal with change, drive behavior, and affect individual decision-making events. These principles are not policies, but often do drive the policy requirements. These principles articulate top-level decision-making biases at Ohio.

The following are the Enterprise Business Architecture principles developed in support of the solution pattern:

- **Support the Enterprise Mission and Objectives:** All business processes should be optimized to support overall OHT's strategic objectives
- **Focus on User Needs:** Residents, State agencies, providers, County / District staff and trading partners will be able to use systems that provide content rich and user friendly interfaces via multiple channels and task-appropriate devices aligned with the State's model of practice
- **Enable Data Sharing:** SOA HHS Platform will enable enterprise wide data sharing and also provide flexible data access for residents and trading partners
- **Ensure Privacy and Confidentiality:** SOA HHS Platform will ensure full compliance with all laws and regulations to ensure the privacy and confidentiality of HHS and Education data
- **Enhance Decision-support:** SOA HHS Platform will provide timely, accurate, and complete decision support information to users through applications and shared services that minimize the labor intensity to enter, access and manipulate data and also anticipate, support and validate client service activities and decisions
- **Utilize Advanced Data Analytics:** SOA HHS Platform will collect and marshal a wide variety of HHS data that will be able to be analyzed to create knowledge that informs evidence-based strategies to create actionable results for meeting the needs of Ohio residents
- **Create a Real-Time Integrated Enterprise:** SOA HHS Platform will allow all users to have current and up to the second information regarding all clients' interactions with HHS agencies and programs.

The following are the Enterprise Information Architecture principles developed in support of the solution pattern:

- **Manage Information as an Enterprise Asset:** Coordinate the collection, consolidation, and consumption of enterprise information to support strategic initiatives requiring the consistency and dependability of data across multiple business processes
- **Enable Data Sharing via Standards-Based Approach:** Ohio's HHS and Education agencies will provide and benefit from consistent and accessible data sharing, internally and externally, using appropriate IT standards for naming, messaging, and data exchange
- **Data Governance will be Transparent and Consistent:** SOA HHS Platform will ensure that data governance processes decisions are consistently implemented across the organization to ensure that data integration is as effective as possible
- **Establish a Single Data Source approach to Client and Provider Information:** SOA HHS Platform will use enterprise wide tools to provide reliable and cost effective data sources for the records managed by each HHS Agency and their partners

- **Continuously Improve Data Quality:** Data will be continuously reviewed and there will be a relentless focus on ensuring the highest quality of data content with specified data owners accountable for quality and establishing standards for data stewardship - Addressing data definition, transformation, integrity and quality issues
- **Enforce Data Confidentiality and Legal Requirements:** HHS Agencies will ensure that all rules and regulations that govern data collection, storage and use are rigorously applied and enforced

The following are the Enterprise Technology Architecture principles developed in support of the solution pattern:

- **Integrated and Accessible Architecture:** Information captured across the program silos need to be integrated and accessible
 - Leverage data across systems and processes, taking into account security, privacy and confidentiality considerations
 - Maintain consistent definitions and a single authoritative source of record for data
- **Robust Infrastructure Capabilities:** Enhance infrastructure capabilities for standardized approach to HHS information
 - Need to deploy IT infrastructure for user driven access to and analysis of information
- **Privacy and Security Compliance:** Ensure privacy and security of participant information in accordance with legislative mandates (e.g. HIPAA, FERPA, Etc.) and community preferences
 - Improve and enforce the Security standards around IAM (Identity and Access Management).
- **Technology Solutions Aligned to Agency Requirements:** Design technology solutions to accommodate appropriate agency requirements consistent with enterprise architecture and standards while minimizing the number of departmental applications (eliminating duplication and overlap wherever possible)

The following Enterprise Solution Architecture was developed in support of the solution pattern:

- **Service-Oriented:** The target architecture should consist of a number of services that are compliant with industry standards for service-oriented architecture to facilitate reuse, adaptability and interoperability
- **Interoperability Standards:** Build upon Federal standards and implementation efforts including CDC, NHIST, Department of Education, the ONC HIT Standards Committee and those for the NHIN and comply with emerging national interoperability standards for content exchange, vocabulary/notation and privacy/security
- **Investment Protection:** Provide the ability to integrate with existing public health system platforms and health information exchanges

- **Independence:** Keep architecture skills separate from product and implementation Offeror's dependencies to maintain Offeror and technology neutrality in the development of architecture
- **Scalable and Extensible:** Provide incremental expansion of functionality over time on a base that is scalable to accommodate additional users and extensible in expanding capabilities to meet future business needs and Federal and State mandates
- **Legacy System Access Through Modernized Interfaces:** Provide the platform, design patterns and disciplines required to facilitate access to the existing application portfolio and data sets leveraging modern interface architecture approaches

The following principles and assumption were used in defining the solution approach:

- **Design Characteristics** - Highly Agile, real-time, online, Integrated Eligibility System
- **Client-Centricity** – No Wrong Door / Streamlined for the Client
- **Funding Opportunity** – Leverage of 90% Federal Funding Participation for Full Eligibility Scope Beginning with Tier 1
- **Tier 1 programs** – Those programs that are currently dependent on or leverage CRIS-E for eligibility determination decisions
- **Non-Proprietary Approach** – Avoid Proprietary Technologies and Offeror Dependencies
- **Vision Enablement** – Adhere to the Ohio Solution Pattern Vision for an Enterprise Architecture that enables and supports Integrated Health and Human Services for Ohio
- **Standards Adherence** – Adhere to State of Ohio Technology Architecture Standards and CMS related standards including MITA 3.0 Compliance and alignment with National HIT Standards for Interoperability
- **Solution Characteristics** – Designed to support full vision of OHT for Integrated Health and Human Services which is extensible, scalable, adaptable and flexible

7.6.2 Proposed System Approach and Phase Development Timeline

Ohio intends to award a single contract to an Offeror or a team of Offerors. Preference will be given to proposals with a single prime Offeror and additional Offerors subcontracted to the prime. Ohio reserves the right to contract for all work streams and phases or a subset of these work streams or phases at the State's sole discretion.

There are 5 work streams that will be implemented in parallel across 3 phases that represent critical milestones to deliver certain level of functionality or services to the State. The five work streams are presented below and are not meant to be sequential – the Offeror needs to propose a viable approach to achieving the outcomes envisioned for each of the following work streams

1. Implement and Run SOA Competency Center and Governance

2. Implement Common Enterprise SOA Software and Hardware Infrastructure
3. Develop and Deploy Integrated Eligibility System
4. Develop and Deploy State and County Worker Collaboration
5. Develop and Deploy Shared Analytics and Reporting

The required timing for each of the Phases is as follows:

- Phase 1: Contract award – December 2013
- Phase 2: January 2014 – December 2014
- Phase 3: January 2015 – December 2015

The following is the description of each of the work streams:

7.6.2.1 Work Stream 1 – Stand-up and Run SOA Competency Center and Governance

State of Ohio is interested in establishing a Competency Center and robust governance structure for its strategic move to implement a managed SOA infrastructure and enterprise. SOA must deliver a number of business benefits for Ohio, including faster time-to-market, lower costs, better consistency, and increased agility. SOA will require changes to the planning, development, and operation of application systems, and it requires new methods of collaboration among project teams within the State agencies' IT divisions and across multiple agencies. It is with this reality in mind that Ohio would request that the Offeror propose services related to establishing and maintaining a SOA Competency Center and Governance process that will ensure that the infrastructure and shared business and technical services being deployed will become shared assets across all the agencies in State of Ohio.

SOA Governance in Ohio

Governance must provide a systematic method for the State of Ohio to make decisions about its most important matters. A governance system must identify who has the authority to make decisions, establish the precepts (i.e., principles, policies, standards, and guidelines) that influence decisions, and define the consequences for breaking the rules. In other words, governance must be a system that drives people to do what's right for the business. The purpose of the system is to reduce risks and to ensure that people accomplish the State's strategy, goals, and priorities.

It is Ohio's expectation that the Offeror's SOA governance solution shall define precepts that address the following important decisions including:

- Determining who originates and approves SOA investment proposals.
- Determining the approved technologies and products developers must use to build services.

- Defining the procedure for requesting permission to use a service.
- Identifying (and executing) what service and system testing is required before deploying a service enhancement.

Governance relies on a combination of people governance actions and system governance processes to enforce its precepts. People governance actions include the design reviews and approval processes. System governance processes include compliance testing during build processes and runtime authentication and authorization processing. The Offeror will propose and implement a method to implement, and subsequently optimize governance for compliance by balancing between directives that require interpretation (people make such decisions) and routine or repetitive directives (computer systems best perform these decisions).

The Offeror's SOA governance solution must design, manage, and maintain the overall SOA governance system. The SOA governance system shall ensure that decisions made related to the SOA initiative serve to reduce risks and to advance the State's business strategy and goals. The governance program must empower the State to make the right business and technology decisions. Wherever difficult and important tradeoffs need to be made, there must be precepts that ensure that the right people are included make the best decisions for the benefit of the State.

The Offeror's SOA governance solution is required to provide decision-making guidance for all stages in the service lifecycle—from planning to retirement. Specific lifecycle stages and issues that need to be addressed by the governance program the Offeror proposes must include (at a minimum):

1. Service portfolio management
2. Services technical architecture
3. Service design and development
4. Configuration and release management
5. Contract management
6. Service monitoring and control
7. Incident management
8. Change management

Each will be discussed in turn below:

Service Portfolio Management

Service portfolio management (SPM) is the set of practices and processes that the State must use to manage services as Enterprise assets and to make investment, maintenance, and retirement decisions.

SPM is an aspect of application portfolio management (APM). The Offeror must design and implement a SOA governance system that addresses the following requirements:

- Determining and ensuring that the State is making the right SOA investments.
- Identifying the required information to make an informed investment proposal.
- Identifying who in the State originates and inevitably approves an investment proposal.
- Identifying what information must be maintained about services in the portfolio.
- Determining how frequently the SPM team meets to review and rationalize the services in the portfolio.

Services Technical Architecture

A SOA initiative requires an infrastructure reference model that provides guidance for selecting technologies and products when implementing and deploying services. The Offeror must design and implement a SOA governance system that addresses the following requirements (at a minimum):

- Defining methods to ensure that the services infrastructure supports robust, secure, scalable, and interoperable operations.
- Identifying what are the approved or standard technologies and products for service development and deployment.
- Designing and implementing methods, patterns, and technologies that will be used to support security, reliability, transaction, and instrumentation requirements.
- Determining who determines which technologies and products go onto the standards list.
- Defining who needs to approve future technology and product decisions as standards evolve in the future.
- Identifying funding sources for new technologies and products required to both extend the platform and keep it supportable and contemporary.

Service Design and Development

Service design and development precepts delegate decisions about services to the appropriate architects and developers. The Offeror must design and implement a SOA governance system that addresses the following requirements (at a minimum):

- Defining a method(ology) to ensure that services are built the right way.

- Determining the appropriate types of models that must be implemented.
- Identifying sign off or approval requirements for service models.
- Determining the design patterns that should be used to support SOA principles.
- Identifying sign off or approval requirements system or service design decisions.
- Establishing technology standards for a future project.
- Determining technology selection sign off or approval requirements.
- Establishing standard designs for message formats.
- Determining interface sign off or approval procedures.
- Defining the required testing for SOA projects.
- Establishing completed project acceptance requirements and procedures.
- Creation of a “prototyping or early experience” capability to experiment with and design enhancements to rules-engines by the program group for review and approval prior to entering a more formal development, testing and release process.

Configuration and Release Management

Configuration management precepts establish which developers or administrators are responsible for configuring a service and preparing it for production deployment. The Offeror must build on and extend Ohio’s release management processes, or develop one if the existing process is mutually determined to be not suitable. Requirements in this area are to include the following:

- Establishing objective criterion to ensure that services are stable upon production release.
- Defining entire deployable units including its dependencies.
- Defining who is responsible for creating and version managing configuration files and deployment packages.
- Establishing clear responsibilities and requirements for system testing, performance testing, and capacity planning.
- Defining the service staging and promotion process.
- Defining and implementing services registration procedures.
- Defining what information must be captured pertaining to a service.
- Defining service provision and instrumentation requirements.

- Establishing sign off or approvals required to migrate a service into production.

Contract Management

Contract management precepts shall define the policies and processes that potential service consumers use to obtain permission to access a service. The proposed SOA governance solution may extend the existing provisioning governance system if suitable, or build a new one as appropriate. The Offeror must design and implement precepts in the following areas:

- Ensuring that new consumers don't crash the system through use, operation or load.
- Establishing the procedures for requesting permission to use a service.
- Identifying required information to request permission to use a service.
- Establishing an impact analysis to be performed before granting permission to new consumers.
- Determining appropriate sign offs or approvals to granting permissions to access the system.
- Establishing a framework to negotiate service level agreements (SLAs) for use of the system.
- Defining and implementing SLAs be reported and enforced.
- Establishing processes to address modifications or additional resources that may be required to support the SLAs.
- Defining appropriate testing practices and procedures that are required before a new consumer can be provisioned.
- Establishing a process to provision new consumers.

Service Monitoring and Control

Service monitoring and control precepts must be designed and implemented in such a manner as to define responsibilities for issues related to operating a service. The Offeror may build on and extend or develop new service management and operations governance by defining and implementing precepts that address the following:

- Establishing controls and reporting to ensure that services behave as expected.
- Defining instrumentation and reporting to track service consumption and utilization.
- Establishing methods and reporting procedures to detect, eliminate and prevent against unauthorized service access.
- Create tracking and reporting for service SLA compliance and violations.

- Identification of notifications and escalation contacts and procedures for service issues and outages

Service monitoring and control capabilities must be built into the SOA runtime infrastructure. SOA governance standards must define where and how to use, report on and enhance SLAs.

Incident Management

Incident management precepts shall define and implement responsibilities for monitoring and managing problems and issues that arise during the operation of the service. The Offeror must build on and extend or develop new incident management governance by implementing precepts that cover the following (at a minimum):

- Design and implementation of processes and procedures to manage incidents and failures
- Definition/Identification of responsibilities for end-to-end service exception and fault tracking
- Definition/Identification of responsibilities for end-to-end service error identification and resolution.
- Definition of the escalation path for SLA violations.

Change Management

Change management precepts shall define and implement responsibilities for managing system enhancement requests and service versioning. The Offeror must build on and extend or develop and implement new change management governance by defining precepts that cover (at a minimum):

- Implement a process to manage change requests and to ensure that enhancements don't introduce defects in the system.
- Design and implement procedures for requesting service enhancements.
- Define what information is required when requesting a service enhancement.
- Design an impact analysis process to be performed before a service enhancement request is accepted.
- Define sign off or approval requirements for service enhancement requests.
- Define roles, responsibilities and sequence of events pertaining to the implementation of an enhancement.
- Develop guidelines to assist the State in paying for or funding an enhancement.

- Define recommended methods and a process for addressing enhancement requests associated with regulatory requirements.
- Define methods to enable service versioning and version control/migration.
- Establish guidelines on how long should a previous version(s) of the service be maintained and subsequently retired.
- Define what degree of service and system testing is required before deploying a service enhancement.
- Establish leading practices to mitigate current consumer disruption when deploying an enhancement.
- Develop procedures to notify consumers of the enhancement or changes to the system.
- Develop and implement processes to fall back to a system previous version upon discovery of a critical defect.

The State requires the Offeror to identify, implement and deploy products and services to support consistent implementation of processes required by the proposed governance systems. Collectively, these products and services must provide a SOA governance infrastructure (SGI). The Offeror is responsible for proposing a series of tools and technologies to enable SOA Governance within the State. From a high-level perspective, an SGI should support the basic governance mechanics:

- Promulgate policies, standards, and guidelines
- Facilitation of processes
- Collection, analysis and visualization of metrics

As part of the response, the State expects the Offeror to provide a strategy which enables the State to realize its SOA Competency Center objectives in a phased approach coincident with the needs of services required in the each of the project phases. These services are anticipated to be used by work streams three (3), four (4), and five (5), as well other projects across the broader State of Ohio agencies and programs.

The Contractor will be responsible for documenting the role and responsibilities, as well as providing the required staffing for the day to day operation of the SOA Competency Center (CC). The Offeror is expected to setup and operate the SOA Competency Center throughout the three phases of the RFP (through December 2015). Table 7 defines the roles and responsibilities for the Competency Center:

Table 7 SOA Competency Center Roles and Responsibilities Matrix

Role	Responsibility	Offeror Staff	DAS Staff	DAS Matrixed IT Staff	Agency IT Staff	Agency Program
Administration						
Governance	Defining, maintaining, and enforcing standards, methods, and procedures as well as assessing project prioritization. (DAS = Tech Governance Accountability, Business = Prioritization Accountability)	R	RA	R	R	RA
		C				
Manager	Championing the use of the SOA CC throughout the State, as well as demonstrating the business value of using the SOA CC to create interfaces. Thus, the SOA CC manager will rely heavily on internal marketing.	C	RA	I	I	I
Internal marketing	Tracking integration metrics, maintaining or adding new metrics when necessary, and helping the SOA CC manager communicate the value of reusable services, integration, and the SOA CC to the IT department, agency / Program units, and State business partners.	R	RA	R		
		C				
Project Manager	Planning integration projects, tracking the progress of the project using formal project plans and gathering project metrics that can be used to optimize the practices Ohio uses in developing interfaces.	R	RA			
		C				
Methodologist	Using the metrics gathered during project management, study the practices, procedures and rules used during integration projects, with the objective of suggesting modifications that optimize those practices, procedures and rules.	R	RA	I		
		C				
Asset Manager	Establishing a systematic approach (best practices) to managing interface artifacts, and to put in places tools (such as a repository) that support those best practices.	R	RA			
		C				
Operations						
System Administrator	Ensuring that the system formed by the integration tooling, interfaces and applications has adequate system resources. Also contribute to ensuring that the system adheres to SLAs.	R	RA		C	
		C				
Database Administrator (DBA)	Ensuring that the database functionality has the necessary resources. Typically addressed by matrixing in a resource from the data management and integration community.	R	RA		C	
		C				
Tool Technician	Working with the system administrator and DBA to ensure appropriate operation of the integration tools. Also responsible for tackling problem reports that cannot be successfully addressed by the organization's help desk. Sometimes, this role is filled in very part-time fashion by the tool vendor's professional services.	R	RA			
		C				
Engineering						
Process Architect / Business Analyst	Support projects in specifying the requirements, mentoring, and training necessary to leverage the services offered by the SOA platform.	R	RA	R		
		C				
System Architect	Designing and operating of the overall system created by integrating	R	RA			

Role	Responsibility	Offeror Staff	DAS Staff	DAS Matrixed IT Staff	Agency IT Staff	Agency Program
	applications using that standards-compliant integration technology that is appropriate for delivering the required volume of information within acceptable data latency (that is, conforming to established SLAs).	C				
Data Architect	Developing the specifications that document the format, structure and semantics of the data in the source and target applications. Also responsible for specifying canonical intermediates. Often, these responsibilities are carried out using the data transformation feature within a mediation product, such as an enterprise service bus (ESB) suite.	R	RA		C	C
		C				
Software Engineer	Development associated with implementing an interface or a service. This can include implementing adapters and developing the integration components required to implement activities in a complex interface flow or service implementation.	R	RA	R	R	
		C				
Application Domain Experts	Providing detailed knowledge about the in-house applications participating in the interface or use of a service. This knowledge is used to suggest to software engineers and data architects effective strategies for connecting to enterprise applications and leveraging of existing services. Also addressing the application's physical data model issues.		C	R	RA	
Security Experts	Addressing security-sensitive application areas and data. Specific integration artifacts and service implementations require security expertise throughout their life cycles, from design to retirement.	RA	RA	R	R	
		C				
Quality Assurance (QA)	Establishing plans for comprehensive unit and system integration testing. Also responsible for testing the functioning of the system as a whole, not only the code developed to implement any interfaces or shared services.	RA	RA	R	R	R
		C				

Key: R – Responsible A – Accountable C – Consulted I - Informed

Table Conventions

- Role Descriptions:
 - Offeror Staff = System integration vendor resources allocated to CC
 - DAS Staff = Full time competency center staff allocated resources
 - DAS Matrixed Staff = DAS resources not full time allocated to CC
 - Agency IT Staff = Resources from all other agencies which may leverage SOA platform
 - Agency Program Staff = State agency program resources
- RACI chart filled out with long term vision in mind – vendor will assist in ramping up CC and transferring knowledge/building competency but CC will ultimately be owned by state. This is

represented via the split cells in the Offeror column – the top cell represents stand up, the bottom cell represents run through vendor off-boarding

- Although a smaller CC staff is preferred, there will be separate resources assigned to Run vs. Customer Acquisition & Project Support roles/responsibilities (lessons learned from previous BI experience)
- Software Engineer – The accountability for developed components that become a component of the shared services is ultimately owned by the CC. The accountability for development of a component may lie with either the CC or a separate project team

The following is a high level overview of the roles that Ohio anticipates to be filled by a combination of Offeror and State resources. Offerors are to propose, based on their experience in similar implementations, the appropriate skillset, experience level and FTE staffing levels of the State and Offeror personnel:

Architects are seasoned professionals with a wide knowledge of the IT infrastructure, and have gone through long implementation cycles for complex business requirements. Architects are the "nervous system" of the SOA Competency Center and its permanent connection to the business; at the same time, sitting with the developers, architects stay involved in implementation issues, which keeps their vision up-to-date. Architects also play a key role with developers in selecting SOA and integration technologies for future projects.

Developers provide detailed internal applications knowledge. During the early stage of the SOA Competency Center, developers and architects must agree on the scope of decision making. More-senior developers typically provide day-to-day project management for SOA projects. Security skills are also necessary, especially when PII is involved.

Quality assurance (QA) will be responsible for testing the integration work being implemented. Although the QA staff should leverage its experience in application development projects, they will face different challenges when testing SOA and integration projects. The team will learn SOA and integration-specific QA skills (for example, exception testing for integration middleware message queue overflow).

Database Administrators should be included in the SOA Competency Center. Work streams three, four and five involve data integration from different sources. As the integration work beyond the three work streams differentiates further into multistep integration and composite applications, data modeling expertise and enterprise data knowledge will continue to be crucial, especially when complex entities, such as the single view of the citizen/consumer become established assets of the SOA Competency Center.

Operations and system administration staff should participate at least for the initial three to six months of the operation of the integrated solution. Once integration projects complete successfully, they will be moved into production. Because of the presence of development and QA staff in the SOA Competency Center, it will be easier to solve day-to-day issues, and the operation of the solution will be smoother. Operations staff in the SOA Competency Center must also agree to specific configuration management

issues with other groups (for example, development, application Offerors and integration products), before the integrated solution is moved to production.

Business analysts, or business-process owners, are required for the SOA Competency Center when business process management or business activity monitoring requirements are present and, in general, when the SOA Competency Center starts to demonstrate business value. Architects always sit between business and the IT department, while business analysts live in the business. Business analysts' involvement is crucial to SOA Competency Center activities, such as the definition of high-level, coarse granularity reusable services in a service-oriented architecture (SOA), or the setup of an electronic channel to exchange business information with state partners.

Internal marketing tracks SOA Competency Center metrics (for example, the reduction in maintenance effort for the integrated applications), maintains or adds new metrics when necessary, and communicates the value of the SOA Competency Center to the distributed IT departments or the business units, as well as externally to the State's business partners. The internal marketing staff must have excellent communication skills and a good grasp of the business (for example, they have to work with business analysts to agree and to measure the SOA Competency Center's metrics).

Administration maintains a repository of the documentation for integration interfaces, the catalogue of standards and the best practices used for SOA and integration projects. Although integration projects are ongoing, particularly during the development of an SOA, the SOA Competency Center is expected to fulfill the following two key functions:

- **Administer** the integration metadata — for example, SOA metadata (such as Web Services Description Language) or business-to-business metadata (such as electronic data interchange/XML document standards).
- **Monitor** the associated governance procedures, through one or more repositories.

The Offeror is expected to propose specific processes and staffing to help Ohio establish and operate its SOA competency center for a minimum period of 3 years with optional 4 years of extension, renewable annually thereafter.

7.6.2.2 Work Stream 2 – Implement Common Enterprise SOA Software and Hardware Infrastructure

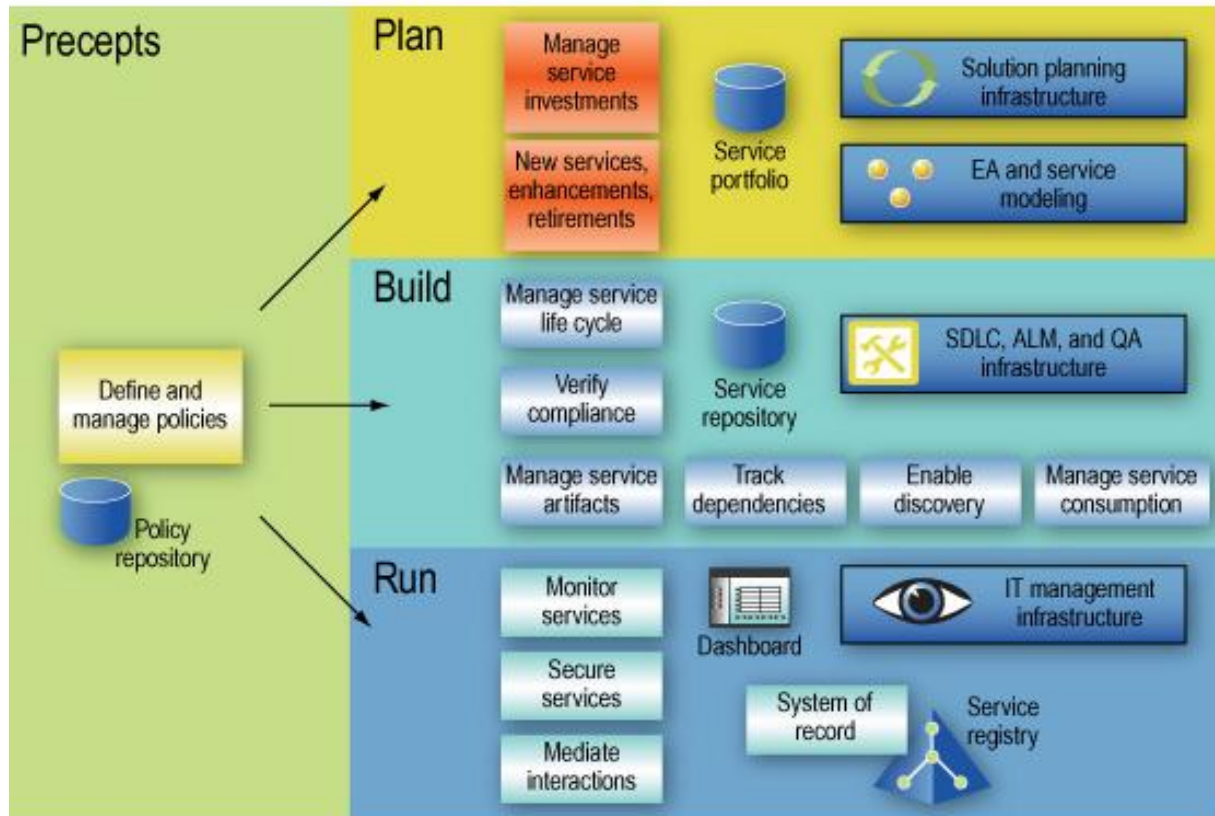
Ohio will develop the SOA HHS Enterprise through a core set of Architectural tools and hardware that can interoperate and accomplish the objectives of the four work streams that are required in subsequent sections of this RFP. The Offeror's approach must enable Ohio to initially develop and deploy the SOA HHS Enterprise that will reduce installation and ongoing administration costs, complexity and software licensing costs.

There are common enterprise technology components that enable each of the four remaining work streams described in the next sections. The Contractor will to plan, implement and deploy all of the common hardware and software infrastructure in Phase 1. The minimum required shared and dedicated technology components of the four work streams are further defined below to assist Offeror responses.

SOA Governance Infrastructure

Figure 7 below is a functional model of SOA governance capabilities that must be automated by SOA Governance Infrastructure (SGI) products. The SGI functional model is divided into four groups. The precepts group includes capabilities required by a SOA governance team to define, manage, and disseminate policies. The plan, build, and run groups describe governance capabilities required during the respective service life cycle stages.

Figure 7 SOA Governance Infrastructure Functional Model



© 2011 Gartner, Inc. and/or its affiliates. All rights reserved.

The SGI product categories that correspond to the capabilities depicted in Figure 7 SOA Governance Infrastructure Functional Model are as follows:

- **Precepts:** SOA policy management: Supports the definition, management, and propagation of SOA policies.
- **Plan:** Service portfolio management: Supports service investment decision processes related to new services, service enhancements, and service retirement.
- **Build:** Includes a Compliance Engine: Supports definition and codification of technical policies; verifies and enforces policies during the build life cycle, and a Repository: Manages service life cycle

and coordinates governance workflow processes; manages service artifacts; tracks dependencies; enables service discovery; manages consumer/provider contract negotiation.

■ **Run** functionality must include:

- Registry: Provides a system of record for runtime information.
- SOA monitoring: Monitors services and service interactions; monitors SLAs.
- SOA policy enforcement: Enforces security and mediation policies at runtime (packaged as a software solution).
- XML gateway: Enforces security and mediation policies at runtime (packaged as a hardware appliance).

Integrated Eligibility, State and County Worker Data Sharing and Collaboration, and Shared Analytics Infrastructure

For work stream 2, the Offeror is required to identify, procure and deploy the required infrastructure for the Integrated Eligibility, State and County Worker Collaboration, and the Shared Analytics work streams (3 through 5) in Phase 1.

It is important to note that upon the successful deployment of the new infrastructure, and during life of the implementation activities related to the first four work streams, the services made available through this new infrastructure may be used to satisfy other State of Ohio needs related to SOA related projects. Where appropriate, the solution shall incorporate self-service cloud provisioning and status reporting to lower management overhead and shorten the "time to deliver" for shared services.

Listing of Technology Components

The Offeror is required to provide a listing of all the proposed components that will be implemented as a part of work stream 2 in Ohio_HHS_IE_Template_L_Technical Requirements Approach. Should it be determined following the award of any contract arising from this RFP that additional components are required to realize the proposed solution, the Offeror will be solely responsible for the procurement and implementation of any components not specified in this template.

7.6.2.3 Work Stream 3 – Develop and Deploy Integrated Eligibility System

Through its response to this RFP, the Offeror is expected to demonstrate an approach and solution that will provide a flexible and interoperable solution for the design, development, and resulting in the implementation of a commercial off the shelf (COTS)-like Integrated Eligibility System. The proposed solution must be flexible enough to easily adapt to changing policies and business rules, interoperate with external systems through an Enterprise Service Bus deployed to take advantage of modern technologies and design approaches, utilize best practices, and provide a superior user experience.

The project must utilize agile software development principles and practices, including, to the greatest extent practicable, early and continuous delivery of error free, fully tested software, regular

collaboration between business subject matter experts and developers, and iterative functionality reviews to assure the State's business needs are met. The development process must also conform to federal requirements under the Exchange Life Cycle (ELC), and support the State through the CMS Gate Review process.

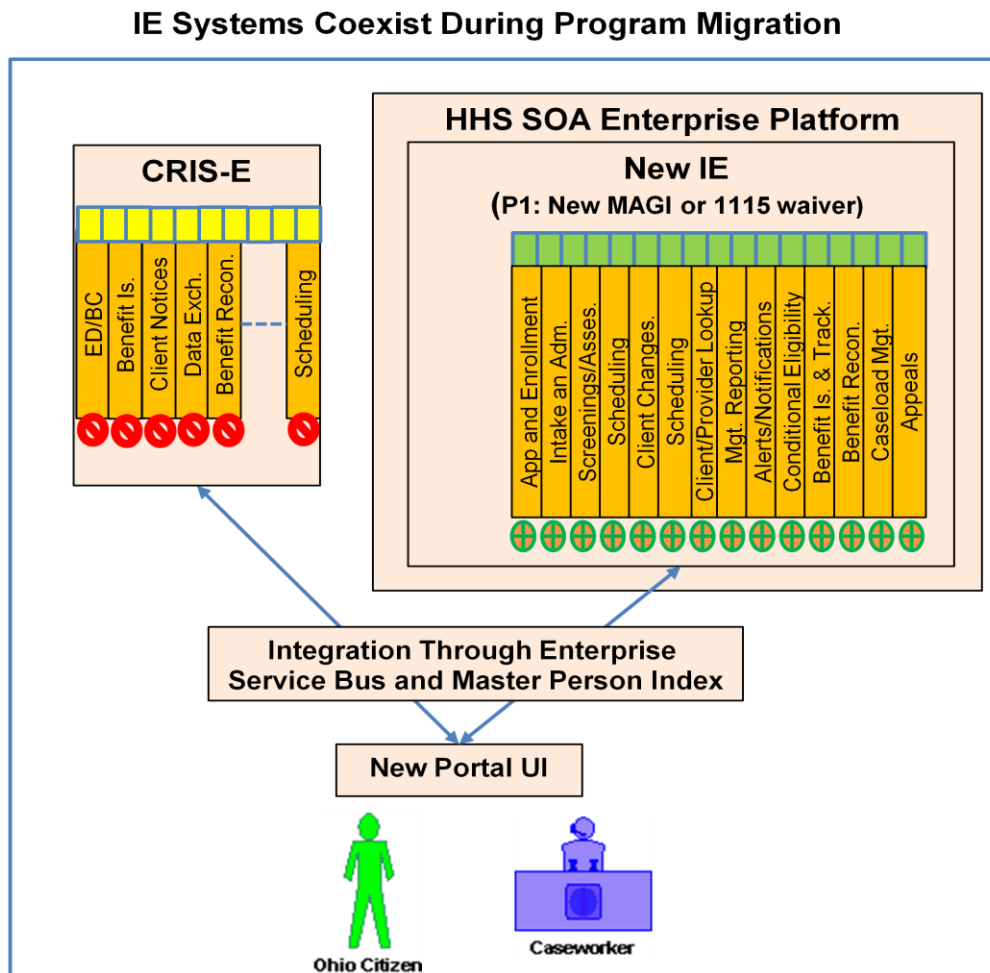
One of the State's key objectives is to provide a solution that presents robust consumer self-service capabilities and an optimum user experience that allows for a seamless User Interface for system users during the period of time that the new IE system coexists with CRIS-E in the SOA HHS Enterprise environment. This must be accomplished through the leveraging of the SOA HHS Enterprise gateway as a portal for the IE system as well as integration through the Enterprise Service Bus deployed as a part of the common SOA HHS Enterprise platform infrastructure. The Offeror's IE system's user interface must be presented through a full featured Portal solution for the SOA HHS Enterprise.

The Offeror's Portal solution must be used to provide browser-based access to the functionality that continues to reside on CRIS-E and the new IE solution during the period of coexistence. The Offeror may propose alternative strategies to achieve the objective of providing a seamless and productive environment for Consumers and for the County Case Worker along with an explanation of its rationale for the proposed alternative approach. The Offeror must propose a solution that meets all mandatory State requirements and is consistent with the standards and requirements detailed in this RFP. The Offeror's proposed solution must include the provision of development, testing/verification, training, certification, and production environments to be used to develop, deploy, maintain, and operate the integrated solution.

The IE system must be implemented in three phases. It is the State's requirement that all programs supported by CRIS-E will be migrated to the new IE System no later than December of 2014 with no split of programs across these two systems with the exception of the Medicaid expansion or Ohio Health Plans Waiver 1115, and for CRIS-E application to be retired at the end of this period.

It is the State's expectation and requirement that all programs supported by CRIS-E will be migrated to the new IE System by December of 2014 with no split of programs across these two systems except that the Medicaid expansion or Ohio Health Plans Waiver 1115 may be migrated before other CMS-approved Medicaid eligibility groups, and for the CRIS-E application to be retired at the end of this period.

Figure 8 Ohio Integrated Eligibility Environment at The End of Phase 1 (One)



Phase 1

The following are the tactical objectives that must be met in Phase 1 of IE system deployment to ensure compliance with ACA and CMS MAGI or 1115 waiver eligibles or other Medicaid eligibility groups as specified by CMS requirements:

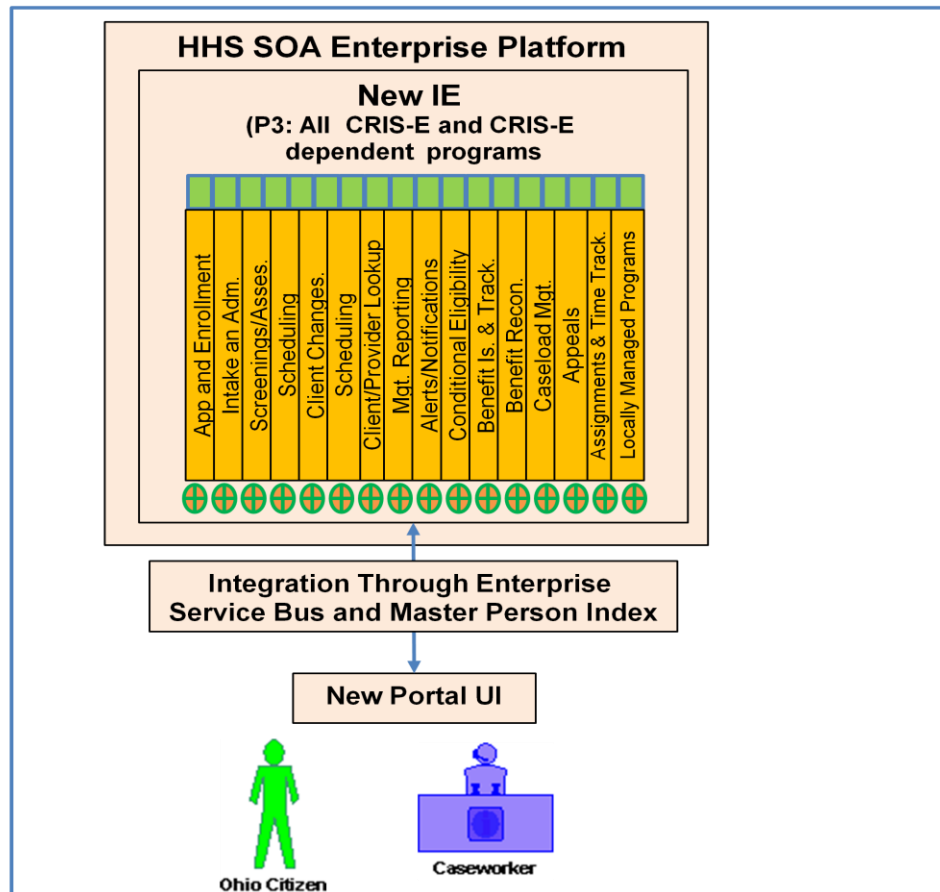
- Establish the SOA HHS Enterprise Platform upon which the IE system will reside
- Migrate to an agile and flexible architecture with a foundation that is extensible, adaptable, flexible and Supportable
- Provide a robust consumer self-service eligibility process including online consumer eligibility self-screening

- Enable automated data matching functionality for verification and validation with Federal and State partners to support eligibility determination and self-service process
- Provide for submission of supporting documentation via fax, email and portal by the benefits applicant
- Provide benefits application status information through multi-channels to applicants
- Transition to a paperless environment for MAGI or 1115 waiver eligibles or other Medicaid eligibility groups as specified by CMS eligible applicants; and
- Maintain program integrity and quality control

Phase 2

In Phase 2 the IE system will be expanded to support the full range of the State of Ohio Medicaid programs and all HHS programs that are support by or dependent on CRIS-E. This, in turn will allow Ohio to retire CRIS-E completely in Phase 2.

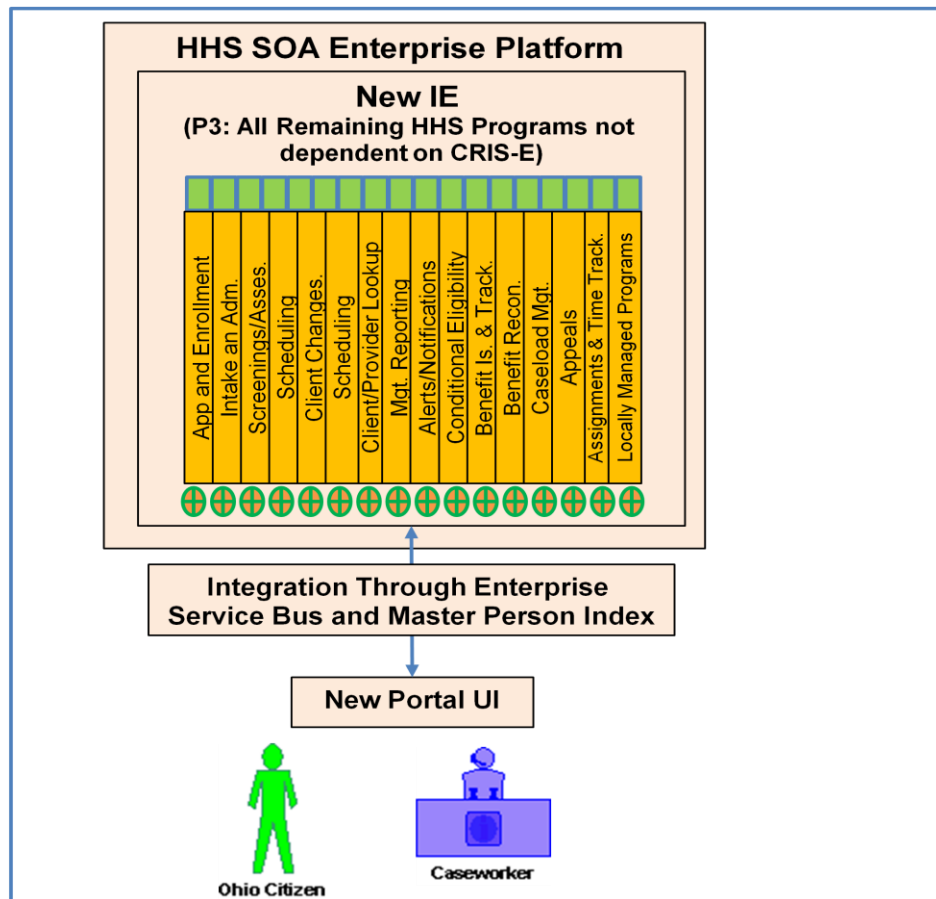
Figure 9 Ohio Integrated Eligibility Environment at The End of Phase 2 (Two)



Phase 3

In Phase 3, the IE system will be expanded to support the remaining HHS programs and services. This includes programs and services that are not supported nor currently leveraging the CRIS-E system for eligibility determination.

Figure 10 Ohio Integrated Eligibility Environment at The End of Phase 3 (Three)



The Offeror is to deliver a solution that reuses components and capabilities from other states and the federal government, and to build and implement a solution that is itself reusable. The Offeror's proposal must include specific opportunities to reuse functional components, operational capacities, or business rules from other Early Innovator states and must recommend strategies to reduce build and operational costs by sharing components and capabilities with other states.

The State may choose to implement its own Health Insurance Exchange (HIX) or to leverage the Federal solution for deployment for 1/2014 timeline. The solution being proposed for Phase 1 must be flexible enough to easily accommodate and integrate a common enrollment and eligibility determination process for the HIX and the new IE solution.

The Offeror is required to assist in the creation and testing of business rules to support eligibility determination and potentially the HIX functions. These business rules must be sharable with other

states or the federal government, and should be made available through CMS's Collaborative Application Lifecycle Tool (CALT).

Detailed Migration Plan

The Offeror must develop a Migration Plan to transition to the new IE system within the HHS SOA enterprise. The Migration Plan is a contract deliverable that must detail the requirements for integration between CRIS-E, other State systems, and the new IE system. The plan must include all touch points, along with roles and responsibilities for ensuring the systems are aligned and synchronized during the period of CRIS-E and the new IE System coexistence. The plan must include a strategy for each of the three IE system implementation phases and associated implementation plans. The plan must provide a strategy for:

- All integration, interface and data synchronization transactions
- Detailed data conversion plan for each phase
- Detailed schedule for each of the migration activities
- Maintaining data integrity between the existing and new IE system
- Final retirement of all CRIS-E functionality in alignment with the phased implementation approach

All of CRIS-E data shall be converted to the new IE System by the end of Phase 2. Access to archived CRIS-E data shall be available for audit and benefit request for child support issues, overpayments, hearings, etc. throughout the life of the project, and via the new IE environment upon retirement of CRIS-E.

The Procurement Library contains examples of the type of integration requirements that the Offeror shall define between CRIS-E and the new IE system during the Migration Plan development. The Offeror is required to conduct an appropriate number of working sessions with the Ohio project team to define the required integration between the systems. For an illustrative example of the State's view of the integration requirements to be created, Offerors should reference the "Illustrative Example of Integration Requirements Between CRIS-E and Proposed IE Solution" in the Procurement Library.

The Offeror is not responsible for any modifications or enhancements to the CRIS-E in order to accommodate the planned integration strategy, however will be expected to participate in and support joint integration design meetings to ensure a seamless interaction of the systems.

The following systems or programs will need to be interfaced with the new IE system by the end of Phase 3:

1. Auditor of State
2. Bureau of Workers Compensation (BWC)
3. Child Support Section (SETS)

4. Child Welfare (SACWIS)
5. CRIS-E
6. Data Warehouse / BIC
7. Department of Administrative Services (OIT)
8. Department of Youth Services (DYS)
9. Dept. of Education
10. Dept. of Health
11. Dept. of Taxation
12. E-Gateway
13. eICMS
14. Electronic Benefits Transfer (EBT) provider
15. HATS
16. HEAP - within eICMS
17. HMO Enrollment Provider
18. Legal Aid
19. Medicaid Information Technology System (MITS)
20. ODJFS Legal
21. Office of Research, Assessment and Accountability
22. Ohio Department of Rehabilitation and Correction (DRC)
23. Ohio State Highway Patrol - National Crime and Information Center (NCIC)
24. PARIS
25. SACWIS - this is a project that will be implemented soon
26. Secretary of State for Voter Registration
27. Self Service
28. Sharing Career Opportunities and Training Information (SCOTI)
29. Specific ODJFS County Offices
30. TCA
31. Treasurer of State
32. U.S. Department of Agriculture (DOA) - Disqualified Recipient Subsystem (DRS)
33. U.S. Department of Commerce - National Technical Information Service (NITS)
34. U.S. Dept. of Agriculture / Food & Nutrition Services
35. U.S. Dept. of Health and Human Services
36. U.S. Internal Revenue Service (IRS)
37. U.S. Social Security Administration (SSA) / Bendex
38. OAKS (Ohio Administrative Knowledge System)

In identifying the required system interfaces, the State realizes the number of interfaces listed may increase or decrease during the JAD sessions that will be conducted to validate and detail the various business requirements outlined in the functional and non-functional Requirements documents provided.

For Phase 1, the Offeror is expected to interface the minimum number of internal and external systems required to achieve the objectives of the initial deployment laid out earlier in this section. These interfaces must at a minimum include:

- MITS
- CRIS-E
- ACS
- All external systems that can enable automated verification of applicant's data around income, residence, and other key factors in achieving a streamlined Self Service capability for Ohio (e.g. Federal Data Hub, etc.)

7.6.2.4 Work Stream 4 – Develop and Deploy State / County Worker Data Sharing and Collaboration

The State and County Worker data sharing and collaboration is made up of several use cases for access to holistic data about an individual being served by any of the State agencies, county partners and designated purchase of service providers. The Ohio SOA HHS Enterprise Platform set of capabilities must be able to provide, at minimum, the following worker data sharing and collaboration capabilities:

- Client / Consumer Look-Up and Query
 - Access to Master Client Index for Consumer demographic information and summary data
 - Identification of program enrollment and current services
- Manage Referrals
 - Access to Master Client Index
 - Support of Privacy and Consent Management Services
 - Make referrals
 - Confirmation of referral acceptance
 - As needed, on-going notices regarding referral
- Service Coordination
 - Common client service integration and prevention of duplication
 - Outcome-focused case management

The proposed solution shall conform to HHS (US Health and Human Services agency) and ONC (HHS Office of National Coordinator) established standards for sharing of clinical data. The key components of the technology solution include:

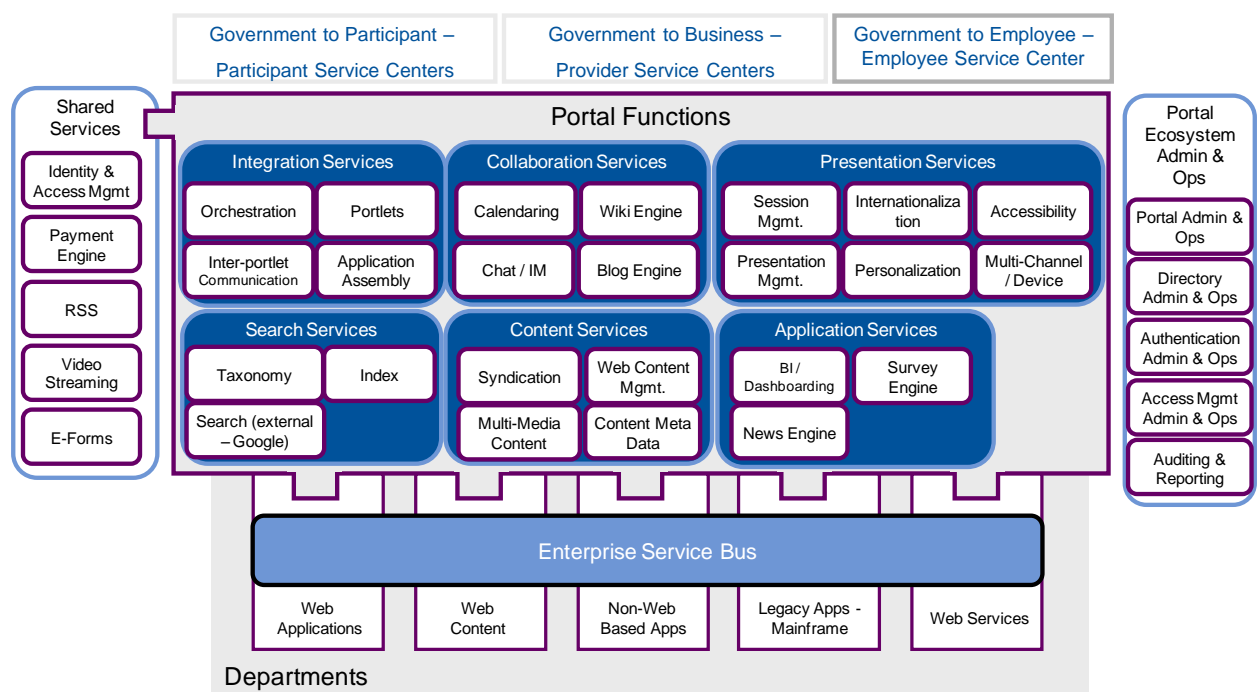
- Common Portal
- Discovery Services
 - Integration infrastructure
 - Master Data Management (MDM) and Master Indices (Master Person Index, Master Provider Index)
- Privacy and Consent Management Services
- Business Process Management Services
- Security Management Services
- Secure Store and Forward / Email Communications and Messaging Services

Common Portal

For the Common Portal, the Offeror shall design and implement a commercial Portal product offering that can be used to present a common and rich user experience to all users of the system. It is Ohio's expectation that the Offeror will propose and leverage the same Portal technology platform of the SOA HHS Enterprise for the required Integrated Eligibility, Case Worker Collaboration, and Shared Analytics and Reporting capabilities. Representative functional components of the horizontal Portal technology are presented in

Figure 11.

Figure 11 Horizontal Portal Functional Capabilities



Discovery Services

The Contractor shall propose and implement suitable technologies to build the Consumer and Provider search and discovery capabilities for the State, county partners and designated purchase of service providers. The Ohio SOA HHS Enterprise Platform set of capabilities must be able to provide, at minimum, the following discovery services capabilities:

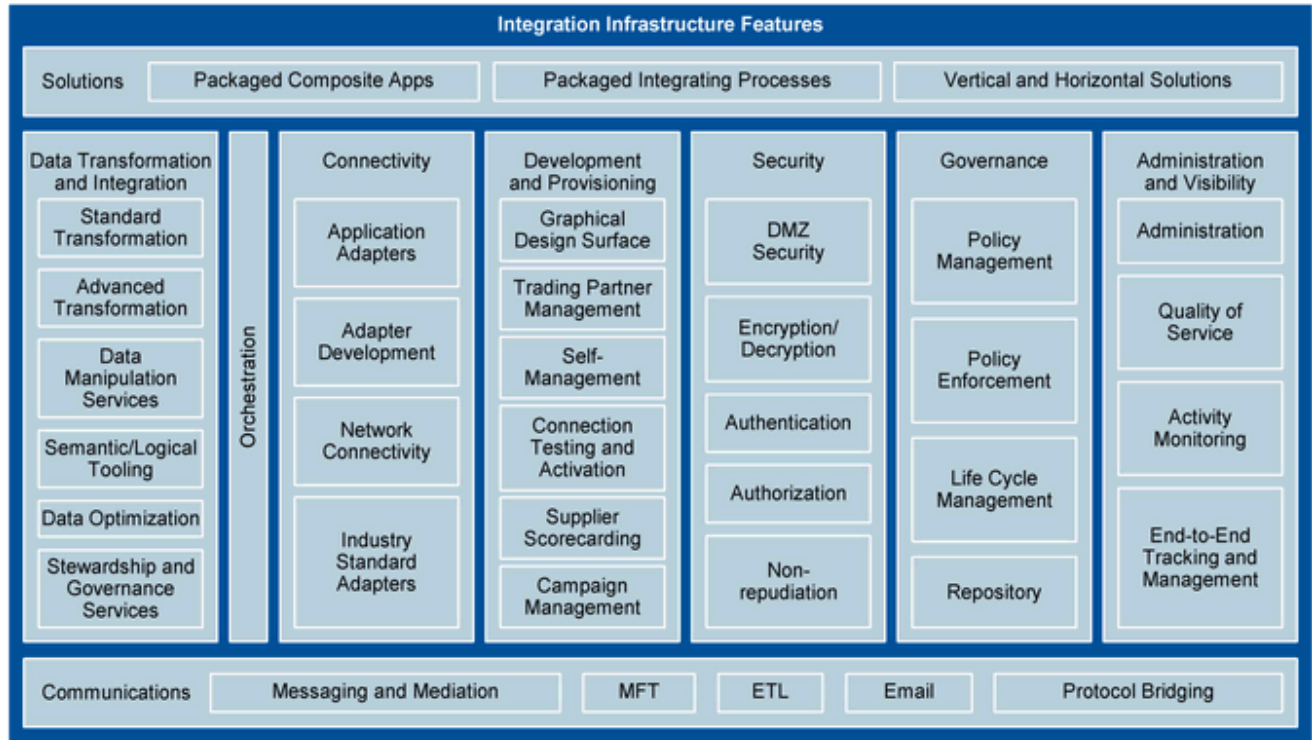
- **Data Integration Services** – The data integration service is responsible for message routing, message mapping, data transformation, protocol bridging, orchestration, end to end tracking, and legacy systems' connectivity.
- **EMPI*** – Enterprise Master Person Index (EMPI) will link client activity using the minimum necessary data to identify clients/applicants positively and helping eliminate duplicate or incorrect client records, using sophisticated technology. The central EMPI application must cross-link the client's identity to the EMPIs used by the local systems.
 - "Sound-alike" Search; Probabilistic Record Matching; High Availability; Active and Passive Matching Workflow; Tunable Record Matching; Probabilistic Record Matching should be some of the characteristics of a robust EMPI application.

*The concept and technologies of Master Data Management (MDM) and an "Enterprise Master Person Index" (EMPI) is an industry standard approach to defining this MDM component/capability and will enable the State to implement a "Master Citizen Index" that can be used to enable collaboration amongst all key stakeholders to serve an Ohio beneficiary. Based on the Use Cases defined within the business and functional requirements, the implementation may be a Centralized or Federated MDM implementation. The RFP leaves the implementation approach to the Offeror.

- **Master Provider Directory** – The Master Provider Directory will be used to identify contracted providers who have agreed to the standard terms and conditions for use of the SOA HHS Platform in a manner that protects client rights and maximizes data security.
 - The Directory will include information about licensed/certified providers, local education districts, hospitals, day care centers, community homes, payers, pharmacies, laboratories, etc., such that sending entities have enough information about the receiving entity to make an appropriate determination for data exchange
- **Record Locator Service** – The RLS will provide authorized users with pointers to the location of a client's information across network nodes (e.g., the clinical data sources).

For the Data Integration Server, the Contractor shall implement a set of commercial integration product offerings that can be used to bridge the connectivity gaps with all the required platforms that contain relevant client information. Representative functional components of the Integration Infrastructure are presented in Figure 12.

Figure 12 Common Integration Infrastructure Features



The Contractor shall implement the EMPI solution in a “Registry” (used primarily where master data is created in a distributed fashion and remains fragmented across those systems with a central "indexing" service) or “Coexistence” to be used primarily where authoring is distributed, but a physical “master” copy is created and stored centrally, followed by publication to subscribing systems. This means that two copies of the master copy coexist styles, complying with the stated technical and performance requirements within the MDM tab of the Non-Functional Requirements Excel Worksheet.

Business Process Management Services

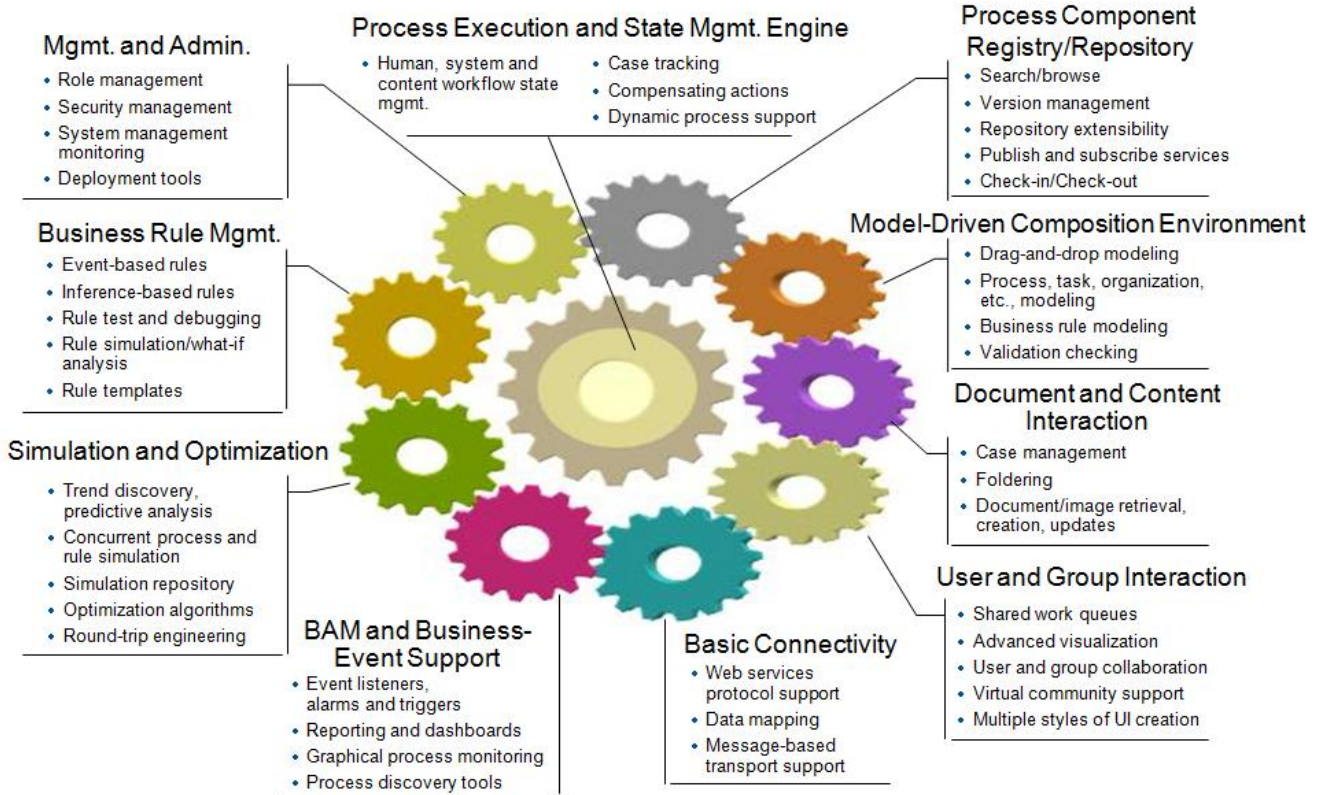
The Contractor shall provide and implement a highly capable and feature rich Business Process Management platform that is capable of providing automated workflow between human and systems within and across Ohio State agencies and counties. The Ohio SOA HHS Enterprise Platform set of capabilities must be able to provide, at minimum, the following business process management set of capabilities:

- Support the modeling, analysis and implementation of business processes, including all aspects of workflow: tasks, roles, decisions, approvals, reviews, escalations, collaborations, flows, rules, policies, forms and other documents, events, goals, objectives and scenarios.
- Support implementing process changes in the design and the execution of transactions, with auditing. (In "round-trip engineering," changes made to the model are reflected in the execution, and changes to the resources executing the work transactions are fed back into the model.)

- Coordinate any type of interaction pattern among users, system tasks and information resources, regardless of the location of these resources. Interaction patterns include human-to-human, system-to-system, human-to-system, human-to-content and content interdependencies.
- Enable participants to manipulate and manage structured and unstructured information within the process, not just as referenced attachments to their tasks.
- Support the definition, manipulation and management of business rules by business and IT users.
- Facilitate user and group collaboration on work items in the process (in real time and offline). They should enable business and IT professionals to work together on process design, development, execution and enhancement.
- Generate the monitoring, reporting, analysis and notification of activities and events that affect work, using data about completed and in-progress transactions (in real time and offline).
- Support process simulation and optimization of desired business outcomes by using real-time, historical and estimated data.
- Interoperate with external software assets, especially SOA Web services, and include these in the end-to-end process orchestration.
- Enable management of all process artifacts (models, process definitions, rule definitions, service definitions, executables and more) throughout the entire process life cycle (discover, define, model, simulate, deploy, execute, monitor, analyze and optimize) to facilitate reuse and change management.
- Provide a platform for continuous process improvement, as well as a platform for constructing agile applications that mirror the "real work" of State of Ohio agencies.
- Provide support for case management, structured, repeatable processes and portal-based self-service process patterns.
- Include packaged business content, such as sample process models, rule sets, prebuilt user interfaces (UIs) and composite process frameworks.

Figure 13 illustrates the type of functionality that is to be delivered by this component of the solution architecture.

Figure 13 Key Functions of the Business Process Management Suite



Security Management Services

Identity management for internal users (State and County workers) will be provided by the OIT Identity Management Service. The Solution is required to integrate to the State's provided solution. The Citizen Identity Management will be a new solution designed and implemented by the Offeror. The Ohio SOA HHS Enterprise Platform set of capabilities must be able to provide, at minimum, the following implemented Security Management Services:

- **Role-based Access and User Provisioning** — Technology component that enables what information a particular user is authorized to access.
 - Users' access rights shall be based on what roles they play in the enterprise (State and Counties) and/or what groups they belong to for external entities.
 - Role-Based Access shall include the capability to enforce who can update data versus access and view only. Further, the update authority should be defined at the field level within a panel.
- **Authentication of user identities** — Technology component that verifies the identities of those seeking to access client data. Shall include strong authentication supported by an appropriate infrastructure for identity and access management.
 - The solution shall have a mechanism for Annual Reconciliation of users to determine if access is still needed.

- The authentication and authorization solution shall be ADA compliant.
- **Logging of activity** — For financial, operational, and legal reasons, the solution will need to record all activities in a log, which must be searchable to allow administrators to identify any abnormal pattern of activity.
 - The solution shall include the capability to monitor activity continually according to a set of pre-defined rules, and to notify administrators when abnormal activity is detected

The Offeror shall implement an Identity and Access Management solution as a part of Security Management services for the Ohio SOA HHS Enterprise which at a minimum provides the following functional capabilities:

- **Authentication** – Authentication shall provide real-time corroboration of a person's claimed digital identity (authentication methods), to broker authentication over multiple systems (single sign-on) and to propagate authenticated identities (federation). Authentication methods shall provide for different kinds of authentication attributes and mechanisms, sometimes in combination with various physical form factors (for instance, hardware tokens, smart cards or mobile phones).
- **Authorization** – Authorization shall provide access control through enforcement, and be used to determine the specific scope of access to grant to an identity. It shall provide real-time access policy decisions and enforcement (based on identities, attributes, roles, rules, entitlements and so on). Users shall be able to access only what their job functions allow them to access. For instance, if a person is a "manager," then he or she is granted the access necessary to create or edit a performance review; however, if a person is not a manager, then he or she should be able to review only his or her own performance review, and only at a specific stage of the review cycle. Web access management (WAM), externalized authorization management, identity-aware networks and digital rights management tools are examples of authorization technologies.
- **Administration** – Administration shall offer a means of performing identity-related tasks (for instance, adding a user account to a specific system). Administration tools shall provide an automated means of performing identity-related work that would otherwise be performed by a human; examples include tasks such as creating, updating or deleting identities (including credentials and attributes), and administering access policies (rules and entitlements). User provisioning shall be considered a part of administration technology. Helpdesk agents shall have override capabilities to correct data and account errors.
- **Intelligence** – Identity and access intelligence (IAI) shall provide the means to collect, analyze, audit, report and support rule-based decision making based on identity and identity-related data. This data shall help Ohio measure, manage and optimize performance to achieve security efficiency and effectiveness, and to deliver business value.

Consent Management Services

The Ohio SOA HHS Enterprise Platform set of capabilities must be able to provide, at minimum, the following Consent Management Services functional capabilities:

- Tracking of client consent through a consent registry
- Management of provider access rights within the boundaries of client consent

The Offeror shall implement a Consent Management solution which at a minimum provides the following technology components and capabilities:

- **Consumer Policies Repository** – The repository shall store consumer preferences / consent directives.
- **Consent Management Service** – the Consent Management Web Service shall enable the creation and administration of organizational and jurisdictional privacy policies, in the form of access rules.
- **Consent Validation Service** – The Consent Validation Web Services shall adjudicate a user's authorization to access a consumer's protected information, based on the rules of the existing privacy policies.
- **Consent Enforcement Point** – The Consent Enforcement Point shall enforce consumer consent preferences by allowing or denying access to protected information, in accordance with the decision received from the Consent Validation Service.

Audit Service – Audit Service shall be a centralized, standards-based repository of audit events that logs all access and attempted access to protected information. The Offeror shall comply with all the non-functional requirements of the Consent Management solution presented in the Consent tab of the Non-Functional Requirements Excel Workbook.

Secure Store and Forward / Email Communications and Messaging Services

The Contractor shall develop and deploy a secure store and forward messaging infrastructure that is compliant with the ONC Project Direct standard. The solution shall at a minimum provide the following capabilities:

- Issuance of X.509 Digital Certificate to all SOA HHS Platform users
- Management of the lifecycle of digital certificates
- Support for SMTP protocol and IHE XDM and XDR protocols for clinical data sharing
- HIPAA Security and Privacy compliance
- Support for confidentiality and integrity of the content handled through S/MIME encryption and digital signatures
- Support for HL7, NIEM HHS Data Models, and Data Standardization

HHS Conceptual Logical Data Model

The Ohio planning team has developed a high-level conceptual logical data model that describes the cross-program / enterprise data that is anticipated to be shared within the SOA HHS Platform solution. Please refer to “HHS Conceptual Logical Data Model” in the Procurement Library for this data model and key data source systems identified across the State agencies.

For more details on the business processes that drive the functionality for this work stream refer to “HHS Business Process Analysis” in the Procurement Library. This document provides conceptual business processes defined through framework policy and program guidelines.

For this work stream, the Offeror must conduct a number of joint planning sessions with Ohio stakeholders to define actual process flows and use cases in accordance with Federal and State policies to design and develop the system in a manner that meets all functional requirements for each HHS program.

7.6.2.5 Work Stream 5 – Develop and Deploy Shared Analytics and Reporting

The State requires a Business Intelligence solution capability and platform that is purpose-driven and delivers new capabilities to end users by exploiting a range of technologies and capabilities, such as data integration, metadata management, operational data stores, data warehouses, data marts, preloaded analytic cubes and business process management. A critical component that must be delivered as part of the HHS SOA Enterprise Platform is the implementation of Shared Analytics capabilities across all the State’s programs and services.

There are currently a number of non-integrated and program specific Data Marts and Data Warehouses deployed across State agencies. It is Ohio’s requirement as part of Phase 1 of this work stream to build a new Enterprise Data Warehouse with a comprehensive and highly extensible data model that can be used to feed as many of the Program specific data marts using a Hub and Spoke Array design, and deliver the Analytics and Reporting functionality required by the SOA HHS Platform Business Process Analysis Use Cases.

In Phases 2 and 3 of this work stream, the Offeror will be required to assist the State in evolving its BI capabilities to a Logical Data Warehouse (LDW) model. The Offeror shall develop and implement a LDW that is an information management and access engine which uses an architectural approach as follows:

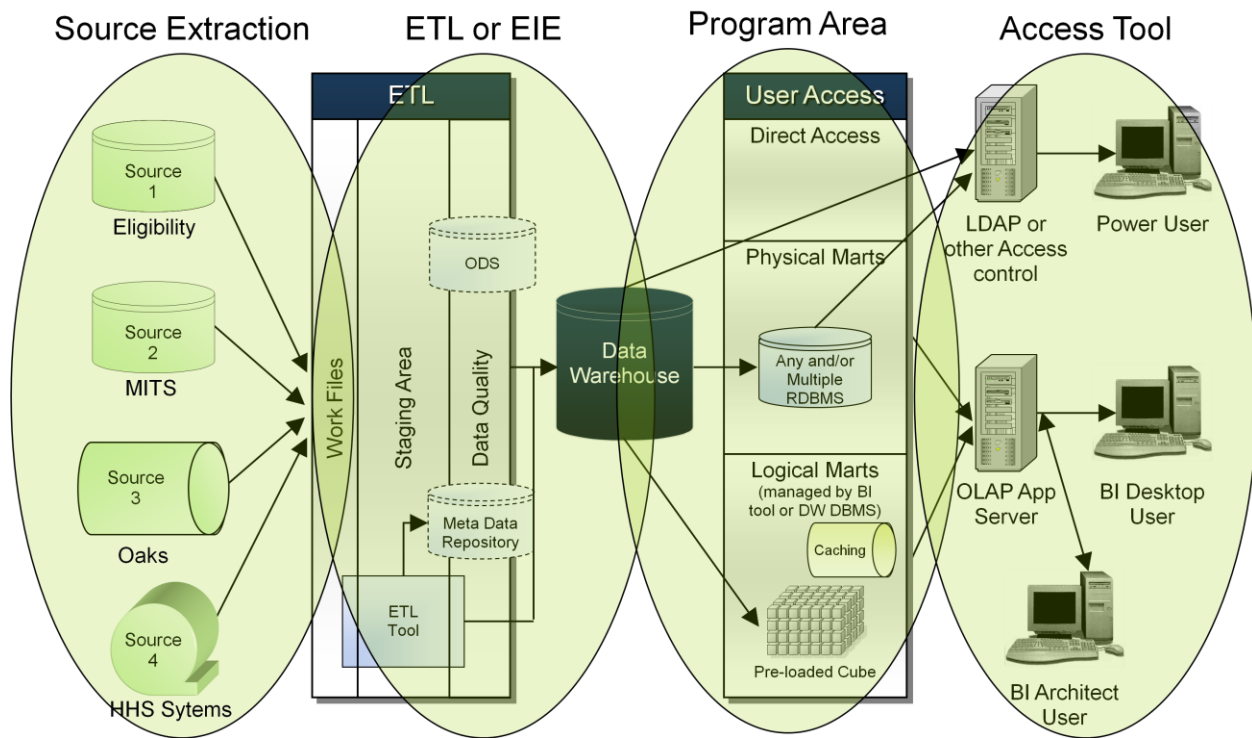
- The LDW shall orchestrate the consolidation and sharing of information assets, as opposed to one that focuses exclusively on storing integrated datasets in the Enterprise Data Warehouse and dependent Data Marts.
- The LDW shall be described by governance rules from data creation and use case business processes in a data management layer.

- Integration shall leverage steady-state data assets in repositories and services in a flexible, audited model via the best available optimization and comprehension solution available.

The LDW shall build on the foundation of the Hub and Spoke Array approach deployed in Phase 1, and add support for distributed data assets, data services, and parallel distribution of processing requirements with predictable and repeatable results, while continuing to support data centralization, when appropriate.

In the LDW model, the data services approach shall separate data access from processing, processing from transformation, and transformation from delivery. In the data services approach, the pieces shall be segmented to enable flexible job flows and easily coupled processing.

Figure 14 Business Intelligence Solution Architecture for Phase 1



In Phase 1, Ohio requires the design and implementation of a data warehouse that provides for subject-oriented, integrated, consistent and time-variant data for critical Social and Human Services data. The overall architecture of the warehouse shall achieve these objectives by following six basic architectural principles:

- **Extensible.** It should be easy to add more data sources or to change data sources during the life of the data warehouse.
- **Flexible.** The data warehouse should be modeled to a level of abstraction that supports modifications to the data model as more data subject areas are added.

- **Repeatable.** The Data Warehouse shall provide consistent, predictable query response times; as a result, they may themselves introduce redundancy as needed.
- **Reusable.** Data in the warehouse should be fully qualified with consistent definitions and conformed dimensions across the warehouse to allow multiple departments to use it in a variety of contexts. This relates to the abstraction rules in the data model, and to the data integration transformation rules that consolidate and collate data to support the introduction of commonly held data enrichment and cleansing rules.
- **Scalable.** The data warehouse must be able to support more rows of data, and the data architecture must account for storage of and access to data, as well as its archival and retirement.
- **Available.** The data warehouse must be able to operate in virtually nonstop mode, with provisions for reconfiguration, migration, backup, data insertion and performance optimization. With subsets and views of the data warehouse configured and tuned to the needs of various user groups defined by their analytical roles.

The solution must incorporate self-service client services such as system and data status dashboards, electronic data dictionaries, and manual data upload.

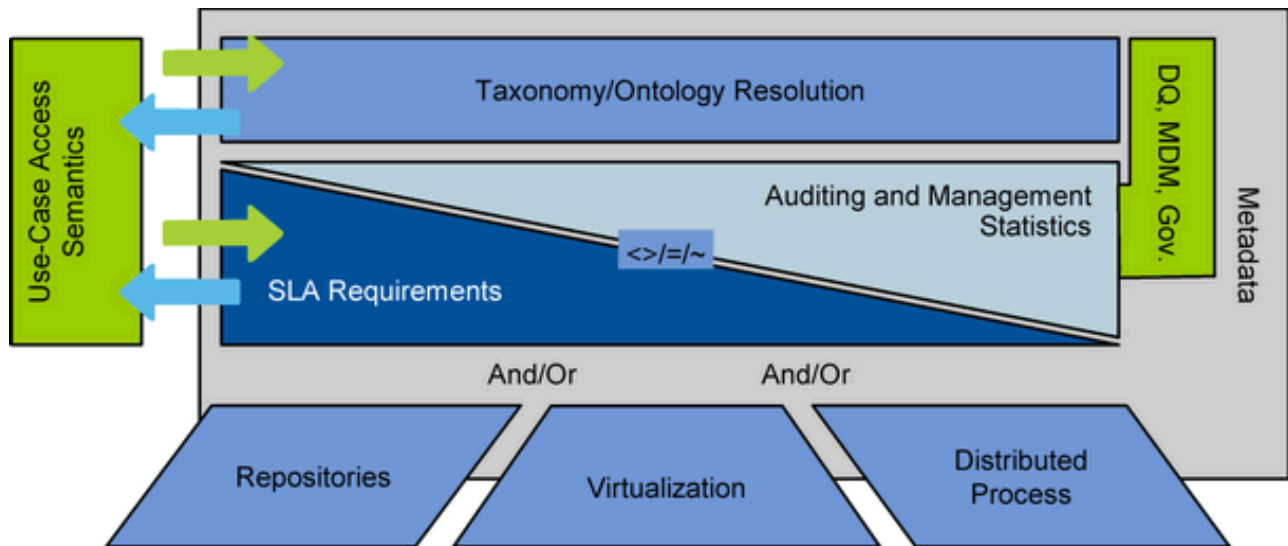
In Phase 1, the Offeror is to develop, implement and deliver all the reporting and analytics requirements related to the new Integrated Eligibility System being deployed as a part of work stream three (3).

In Phase 2, the Offeror is required to start the implementation of the Logical Data Warehouse capabilities. The LDW shall be designed and implemented using a combination of services and the physical data repositories that were deployed in Phase 1. The LDW must be designed with a focus on declared or dynamic orchestration and any combination of physical repositories, virtual data objects, declared orchestration or dynamic orchestration.

The LDW shall consist of seven major components as per Figure 15, and the components can be summarized as follows:

- Significantly enhanced management and utilization of information management metadata.
- Three information management approaches — data virtualization and distributed processing (usually on a cluster) join the repository as equal partners.
- Three primary classes of services — auditing, SLA management, and taxonomy to ontology resolution.
- Additionally, the LDW shall provide an information management platform to support data quality, master data management (MDM) and data governance, and receives auditing and statistics from those practices.
- All of this is accessed by use cases such as analytics, BI, performance management and others.

Figure 15 Logical Data Warehouse Reference Framework



1. **Repository Management** – The LDW must utilize enterprise data warehouse (EDW) data marts and operational data stores.
2. **Data Virtualization** – The LDW must support the concept of rendering memory or cursor-only types of data resources, which directly read source systems.
3. **Distributed Processes** – The LDW must support managed service calls to an external processing cluster or engine, that obtains a result and reports that result to an interface (as data virtualization does) or submits it for data integration tasks.
4. **Auditing Statistics and Performance-Evaluation Services** – The LDW shall keep statistics regarding the performance of any of the information management approaches (repository, virtualization, distributed processes). It also shall keep statistics on end-user access preferences, connected application access or named connections.
5. **SLA Management** –The LDW shall constantly monitor the SLA performance relative to the audit statistics it keeps, and make recommendations or dynamically switch between different information management architectures based on the circumstances of current operations and how they compare to the service-level expectation.
6. **Taxonomy/Ontology Resolution** – The LDW shall have a layer of metadata which maintains the location of data assets across all of the available information management solutions that are registered with the LDW. The combination of this metadata with the metadata from the audit and SLA services must permit the identification of commonly used information assets and enable recommendation engines which inform end-users regarding the availability of other information assets.

7. **Metadata Management** – The LDW shall maintain information related to services and metadata. The metadata must be reusable across all classes of services operating.

The Offeror is required to implement the above components and the following LDW concepts used for dynamic consolidation, integration and implementation beginning in Phase 2 and to be continued in phase 3:

- The data integration process shall include sourcing, collation, data quality, formatting and domain governance segments, based on information availability and governance rules. The sourcing/extraction process should offer registry semantic layer using "describe" verbs that tell the service "where" the data is.

Initial/Known Data Sources

The Offeror shall develop a prioritized list of data sources to integrate with the Enterprise Data Warehouse for all three Phases of the project. During the detailed requirements development stage of Phase 1, the Offeror must identify and prioritize data sources required to support each implementation phase. Additionally, the Offeror is required to integrate each respective data source with the Enterprise Data Warehouse as required in work stream 5. The following are the initial list of known data sources that have been identified by the Ohio Medicaid agency:

- **MITS (Medicaid Information Technology System):** Medicaid Claims, Fee for Service, Managed Care, Providers, Patient & Demographics. MITS replaced the Medicaid Management Information System (MMIS) in August 2011.
- **CRIS-E and Planned New IE System in Work Stream 3:** Cash (OWF), Food Stamps, Medicaid & Disability, Eligibility, Demographics & Benefits.
- **OAKS:** Ohio Administrative Knowledge System.
- **Medicare:** Medicare claims data Part A, B and C, Medicare Part D and pharmacy/Prescription data, Eligibility data, Dual eligible patient information and services provided in addition to MDS and other Medicare data and files received from CMS.
- **Social Security Administration:** Death list.
- **Inspector General:** Exclusion list.
- **Providers:** Hospitals, Long Term Care, FQHC/RHC cost report, franchise fees, and other Medicaid required reporting.
- **Provider EHR Meaningful Use Information:** An automated updates of Ohio Department of Health registries and other data sharing opportunities that accelerate the adoption and meaningful use of EHR systems including processes that may ease the burden of manual reporting for Medicaid providers.

- **Ohio Department of Mental Health (ODMH):** Medicaid claims data including but not limited to rendering provider data, Pre-Admission Screening and Resident Review (PASRR).
- **Ohio Department of Alcohol and Drug Addiction Services (ODADAS):** Medicaid claims data including but not limited to rendering provider data.
- **Department of Aging (ODA):** Administers State Plan Medicaid waiver programs, which are major sources of funds for services provided to ODA consumers.
- **Department of Health:** Certification and licensing, Medicaid Administrative Claiming Summary (ODHMAC), Immunization and Lead, Vital Records (fatality statistical file, deaths, fetal deaths).
- **Department of Developmental Disabilities (DODD):** Administers State Plan Medicaid waiver programs, Pre-Admission Screening Resident Review Tracking System (PASRR PTS) Summary, Incident Review Tracking System (ITS) summary.
- **Department of Education: Medicaid Schools Program (MSP)**
- **Other potential data sources for the Medicaid initiative include:**
 - SETS
 - ERIC
 - SACWIS
 - Child Care System
 - State demographics data
 - Geographical Information Systems Geospatial data

Work stream 5 requires the Offeror to integrate with a minimum of three (3) data sources during Phase 1 and up to twenty (20) additional data sources during Phases 2 and 3. The list of data sources for Phase 1 of this work stream is:

1. New IE System for MAGI or 1115 waiver eligibles or other Medicaid eligibility groups as specified by CMS
2. CRIS-E
3. MITS
4. ACS

For a description of the required functionality to be developed in this work stream, refer to SOA HHS Platform Business Process Analysis in the Procurement Library. The Offeror will conduct joint planning sessions with State stakeholders to prioritize the detailed process flows, use cases, and functionality that will be delivered within each Phase of this work stream. The Prioritized Process Flow and Use Cases shall

identify existing State systems that will need to be integrated with SOA HHS Platform within the timeline of each implementation phase.

The minimum requirement for this phase is: Management Reporting, Data Gathering, Data Profiling and Acquisition, and Data Analysis Process Flows (#29 through #32), and Access And View Dashboard, Standard Report, and Parameter-Based Report Use Cases (#39 through #41), and any other dependent Process Flows and Use Cases related to MAGI or 1115 waiver eligibles or other Medicaid eligibility groups as specified by CMS-Based Medicaid Eligibility is expected to be delivered in Phase 1 of this work stream.

Solution shall maintain logging and reporting of access of data that is deemed sensitive and personal information in compliance with various policies.

The Offeror shall specify the User Applications/tools requirements and standards based on the specific role needs (e.g. Operational Role, Analyst Role, Manager, Executive, Etc.).

In Phases 2 and 3, the Offeror will develop, implement and deliver all of the reporting and analytics requirements capabilities of the SOA HHS Enterprise related to the CRIS-E Eligibility programs being migrated to the new Integrated Eligibility System as a part of work stream 3, within the scope of each phase. The State has provided a list of HHS reports that are currently generated. See the Control D Report list in the Procurement Library. The State expects this list to change during the JAD sessions that will be conducted to validate, augment and detail the various business requirements outlined in Template I.

The Ohio Health Plan is in the process of upgrading its Medicaid Business Intelligence infrastructure through the Quality Decision Support System (QDSS) project. This project will upgrade the current Thompson Reuters (Truven Health Analytics) Advantage Suite to address some of the immediate needs of Ohio Medicaid. A copy of QDSS business requirements which provides details regarding the scope of the Medicaid Business Intelligence infrastructure initiative can be found in the Procurement Library. The Offeror is to fully coordinate its efforts related to Shared Analytics with QDSS Upgrade Systems Implementer for this parallel effort. It is Ohio's expectation that during Phase 1 of this work stream, the scope of these two parallel efforts will be evaluated for potential consolidation / combination of the common infrastructure and/or functionality.

7.6.2.6 System Architecture Guiding Principles

The new System must be designed with leverage and reuse in mind. One of the key goals of this initiative is to take advantage of common COTS applications and infrastructure to shorten development and deployment times, while preserving the State's ability to meet the required unique business, functional, as well as system performance requirements. The new Systems need to include contemporary IT industry best practices and technology innovations such as Service Oriented and Event Driven Architectures (SOA and EDA), Component Based Development, Web Services Standards and the Internet to achieve its objectives in creating highly modular, reusable, configurable and agile Systems with lower maintenance and enhancement costs.

The new Systems must leverage Composite Application Architecture principles and techniques. A Composite Application Architecture approach must allow the State to leverage both internal investments in automation as well as solutions being developed by the vendor community to enable and drive its strategies. With the new Systems, the State expects to create the infrastructure and the development approach and discipline needed to have a true “plug and play” application portfolio. The new environment needs to be able to leverage the development work completed by vendors in other states.

The new Systems must deliver a consistent and appealing user experience to State employees and contractors, Participants, and partners.

The new Systems must be based on a distributed SOA. The user interface components — shall implement either or both a Rich Internet Application (RIA) style and Web 2.0 "user experience" — invoking, in real time, one or more modules, which execute transactions and provide a reply. The interface between the Service Consumer and Service Provider modules must be bi-directional.

The design for the user Interface must be supported by a Web Portal technology, by select targeted audiences, delivered in a highly personalized manner. The personalized delivery of and interaction with relevant applications, content and business processes is expected to yield many benefits to State stakeholders through reduction in process cycle times and improvements in the overall user experience.

The State’s strategic Web Services standards include XML, SOAP, WSDL, and XSD, over HTTP. The Web Service Specifications (collectively referred to as “WS-*) and REST, industry-supported standards that provide the heterogeneity and interoperability for applications, are both required for this initiative.

The new Systems must deliver highly capable Business Intelligence (BI) and Reporting capabilities.

These capabilities need to be delivered through a Data Warehouse and Data Mart Architecture as described in work stream 4 of this project.

7.6.2.7 Security Architecture

The Contractor is responsible for maintaining the security of information in environment elements under direct management and in accordance with State Security policies and standards. The Contractor will implement information security policies and capabilities as set forth in Statements of Work and, upon review and agreement by the State, based on the Offeror’s standard service center security processes as they satisfy the State’s requirements contained herein. The Offeror’s responsibilities with respect to security services include the following:

- Support intrusion detection & prevention including prompt agency notification of such events, reporting, monitoring and assessing security events.
- Support the State IT Security Policy which includes the development, maintenance, updates, and implementation of security procedures with the agency’s review and approval, including physical access strategies and standards, ID approval procedures and a breach of security action plan.

- Managing and administering access to the Operating Software, systems files and the State Data.
- Installing and updating State provided or approved system security Software, assigning and resetting administrative passwords per established procedures, providing the agency access to create administrative user ID's, suspending and deleting inactive logon IDs, researching system security problems, maintain network access authority, assisting processing the agency requested security requests, performing security audits to confirm that adequate security procedures are in place on an ongoing basis, with the agency's assistance providing incident investigation support, and providing environment and server security support and technical advice.
- Developing, implementing, and maintaining a set of automated and manual processes so that the State data access rules are not compromised.
- Where the Contractor identifies a potential issue in maintaining an "as provided" State infrastructure element with the more stringent requirement of an agency security policy (which may be federally mandated or otherwise required by law), identifying to agencies the nature of the issue, and if possible, potential remedies for consideration by the State agency.

The State shall be responsible for conducting periodic security and privacy audits and generally utilizes members of the OIT Chief Information Security Officer and Privacy teams, the OBM Office of Internal Audit and the Auditor of State, depending on the focus area of an audit. Should an audit issue be discovered the following resolution path shall apply:

- If a security or privacy issue is determined to be pre-existing to this agreement, the State will have responsibility to address or resolve the issue. Dependent on the nature of the issue the State may elect to contract with the Contractor under mutually agreeable terms for those specific resolution services at that time or elect to address the issue independent of the Contractor.
- If over the course of delivering services to the State under this Statement of Work for in-scope environments the Contractor becomes aware of an issue, or a potential issue that was not detected by security and privacy teams the Contractor is to notify the State within 4 hours. This notification shall not minimize the more stringent Service Level Agreements pertaining to security scans and breaches contained herein, which due to the nature of an active breach shall take precedence over this notification. Dependent on the nature of the issue the State may elect to contract with the Contractor under mutually agreeable terms for those specific resolution services at that time or elect to address the issue independent of the Contractor.
- For in-scope environments and services, all new systems implemented or deployed by the Contractor shall comply with State security and privacy policies.

The Offeror will need to ensure that the solution is compliant with State Security and Privacy policies and standards. For purposes of convenience, a compendium of links to this information is provided in Table 8 below.

Table 8 State of Ohio Security and Privacy Policies

Item	Link
Statewide IT Standards	http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITStandards.aspx
Statewide IT Bulletins	http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITBulletins.aspx
IT Policies and Standards	http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITPolicies/tabid/107/Default.aspx
DAS Standards (Computing and	100-11 Protecting Privacy), (700 Series – Computing) and (2000 Series – IT Operations and Management) http://das.ohio.gov/Divisions/DirectorsOffice/EmployeesServices/DASPolicies/tabid/463/Default.aspx

7.6.2.8 Data Privacy Requirements

All parties to this agreement specifically agree to comply with state and federal confidentiality and information disclosure laws, rules and regulations applicable to work associated with this RFP including but not limited to:

- United States Code 42 USC 1320d through 1320d-8 (HIPAA);
- Code of Federal Regulations, 42 CFR 431.300, 431.302, 431.305, 431.306, 435.945, 45 CFR 164.502 (e) and 164.504 (e);
- Ohio Revised Code, ORC 173.20, 173.22, 1347.01 through 1347.99, 2305.24, 2305.251, 3701.243, 3701.028, 4123.27, 5101.26, 5101.27, 5101.572, 5112.21, and 5111.61; and
- Corresponding Ohio Administrative Code Rules.
- Because this contract involves the use or disclosure of protected health information subject to United States Code 42 USC 1320d through 1320d-8 (HIPAA), all parties to this agreement will also agree to a business associate agreement based on the template in Section 10. Supplement D – Business Associate Agreement.

7.6.2.9 Family Educational Right to Privacy Act (“FERPA”)

All parties to this agreement specifically agree to comply with the Family Educational Right to Privacy Act (FERPA).

Family Educational Right to Privacy Act (“FERPA”) Confidentiality Provisions

The Family Educational Right to Privacy Act, 20 U.S.C. 1232g, generally prohibits any educational agency or institution (e.g., the Ohio Department of Education, the Ohio Board of Regents, colleges and universities, school districts and community schools) from disclosing **personally identifiable information** from the **education record** of a student without the consent of the parent (or the student if the student has reached the age of majority.)

An education record is any record that is:

- Directly related to a student; and
- Maintained by an educational agency or institution or by a party acting for the agency or institution.

34 C.F.R. 99.3

FERPA identifies personally identifiable information to include, but is not limited to:

- The student's name;
- The name of the student's parent or other family members;
- The address of the student or student's family;
- A personal identifier, such as the student's social security number, student number, or biometric record;
- Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;
- Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
- Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

To satisfy the consent requirement the parent (or student over the age of majority) shall provide a signed and dated written consent before an educational agency or institution discloses personally identifiable information from the student's education records. Written consent must:

- Specify the records that may be disclosed;
- State the purpose of the disclosure; and
- Identify the party or class of parties to whom the disclosure may be made.

If personally identifiable information is released pursuant to written consent:

- If a parent or eligible student so requests, the educational agency or institution shall provide him or her with a copy of the records disclosed; and
- If the parent of a student who is not an eligible student so requests, the agency or institution shall provide the student with a copy of the records disclosed.

“Signed and dated written consent” may include a record and signature in electronic form that:

- Identifies and authenticates a particular person as the source of the electronic consent; and
- Indicates such person's approval of the information contained in the electronic consent.

34 C.F.R. 99.30

The section of the act relates to the Disclosure of Personally Identifiable Information From Educational Records Without Parental Consent.

There are limited circumstances in which an educational agency or institution may disclose personally identifiable information from a student's record without consent. An educational agency may disclose personally identifiable information without consent under the following circumstances (there are other permissible disclosures that are not relevant to this request for proposal):

- The disclosure is to officials of another school or institution of postsecondary education where the student seeks to enroll or has already enrolled, so long as the disclosure is for purposes related to the student's enrollment or transfer;
- The disclosure is to authorized representatives of State and local educational authorities, including for the purpose of conducting an audit or evaluation of a federally or State supported education program; or
- The disclosure is to organizations conducting studies for, or on behalf of, educational agencies or institutions for specified purposes.

34 C.F.R. 99.31

This section discusses Further Limitations on Disclosure for Studies.

Although personally identifiable information may be disclosed for purposes of a study being conducted, a number of conditions must be satisfied to make the disclosure compliant with federal regulation.

First, the purpose of the study must be to:

- Develop, validate or administer predicative tests;
- Administer student aid programs; or
- Improve instruction.

The study exception also requires that disclosure can occur only if:

- The Study is conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of organizations that have legitimate interests in the information;
- The information is destroyed when no longer needed for the purposes for which the study was conducted, and
- The educational agency or institution enters into a written agreement with the organization conducting the study that contains specified terms, including a description of the purpose of the study, a limitation on the use of personally identifiable information only for the purpose of the study, a requirement that the study to be conducted in such a way that does not permit others to

identify parents and students; and a requirement that personally identifiable data be destroyed at the conclusion of the project.

34 C.F.R. 99.31(a)(6)

The section of the Act relates to Further Limitations on the Audit and Evaluation Provisions. Authorized representatives of State and local educational authorities may have access to education records in connection with an audit or evaluation of Federal or State supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs.

An education program is any program that is principally engaged in the provision of education, including, but not limited to:

- Early childhood education;
- Elementary and secondary education;
- Postsecondary education;
- Special education;
- Job training;
- Career and technical education;
- Adult education; and
- Any program that is administered by an educational agency or institution.

An authorized representative is any entity or individual designated by a State or local educational authority to conduct--with respect to Federal- or State-supported education programs--any audit or evaluation, or any compliance or enforcement activity in connection with Federal legal requirements that relate to these programs. 34 C.F.R. 99.3.

If access will be granted to any authorized representative, who is not an employee of a State or local educational authority, there must be a written agreement that:

- Designates the individual or entity as an authorized representative;
 - The personally identifiable information from education records to be disclosed;
 - That the purpose for which the personally identifiable information from education records is disclosed to the authorized representative is to carry out an audit or evaluation of Federal- or State-supported education programs, or to enforce or to comply with Federal legal requirements that relate to those programs; and
 - A description of the activity with sufficient specificity to make clear that the work falls within the exception of § 99.31(a)(3), including a description of how the personally identifiable information from education records will be used.

- Requires the authorized representative to destroy personally identifiable information from education records when the information is no longer needed for the purpose specified;
- Specifies the time period in which the information must be destroyed; and
- Establishes policies and procedures, consistent with the Act and other Federal and State confidentiality and privacy provisions, to protect personally identifiable information from education records from further disclosure (except back to the disclosing entity) and unauthorized use, including limiting use of personally identifiable information from education records to only authorized representatives with legitimate interests in the audit or evaluation of a Federal- or State-supported education program or for compliance or enforcement of Federal legal requirements related to these programs.

Information that is collected for purposes of conducting a study or evaluation must--

- Be protected in a manner that does not permit personal identification of individuals by anyone other than the State or local educational authority and their authorized representatives; and
- Be destroyed when no longer needed for the purposes listed in paragraph (a) of this section.

34 C.F.R. 99.35

The section of the Act relates to Disclosure of De-Identified Information. An educational agency or institution may release the records or information without the consent of the parent after the removal of all personally identifiable information provided that a student's identity is not personally identifiable, whether through single or multiple releases, and taking into account other reasonably available information.

7.6.2.10 Ohio Integrated Eligibility System Privacy Requirements

Because the privacy of individuals' personally identifiable information (PII) is a key element to maintaining the public's trust in the system, the system shall be designed and shall function according to the following fair information practices principles. To the extent that personally identifiable information in the system is "protected health information" under the HIPAA Privacy Rule, these principles shall be implemented in alignment with the HIPAA Privacy Rule. To the extent that there is PII in the system that is not "protected health information" under HIPAA, these principles shall still be implemented and, when applicable, aligned to other law or regulation.

Each principle is a general requirement. Each principle includes but is not limited to the illustrative requirements listed with the principle.

- **Collection, Use, and Disclosure Limitation Principle:** Personally identifiable information shall be collected, used, and/or disclosed only to the extent necessary to accomplish a specified purpose(s).
 - Minimum Necessary Standard. The system shall limit the collection, use or disclosure of PII to the minimum necessary to accomplish the intended purpose.

- Defining and Limiting Uses and Disclosures. The system shall accommodate State-defined limits on uses and disclosures.
- Information flow mapping. PII flows shall be mapped including collection points, data sources, data stewards, processing, storage, and entities to whom information is disclosed.
- **Openness and Transparency Principle:** There shall be openness and transparency about policies, procedures, and technologies that directly affect individuals and/or their personally identifiable information.
 - **Notice of Privacy Practices (NPP)** :The system shall be capable of providing notice of privacy practices to individuals and obtaining an individual’s acknowledgment of receiving the notice. An NPP, among other things, describes how an individual’s PII may be used and disclosed, the individuals’ rights with respect to that information, as well as the entity’s obligations to protect the information. The NPP shall provide individuals knowledge of how their eligibility and enrollment information will be used, including sharing across programs to facilitate additional enrollments.
 - The Solution shall have the capability of automatically producing notices based upon a change in the individual’s status or a defined time period. The Solution, no less frequently than once every three years, shall notify an individual of the availability of the notice and procedures for obtaining a copy.
 - Accounting of Access and Disclosures. The system shall provide reasonable opportunities for individuals to review who has accessed their personally identifiable information or to which entities it has been disclosed, in a readable form and format.
- **Individual Access Principle:** Individuals shall be provided with a simple and timely means to access and obtain their personally identifiable information.
 - Access to their own information. Individuals shall have a reasonable means of access to their personally identifiable information. Individuals shall be able to obtain this information easily, consistent with security needs for authentication of the individual; and such information shall be provided promptly so as to be useful for managing their health, finances, etc. Additionally, the system shall provide such information in a readable form and format, including an electronic format, when appropriate. In limited instances, medical or other circumstances may result in the appropriate denial of individual access to their information.
 - The Solution shall employ a “designated record set”, which is defined under HIPAA to include those records that the entity uses to make decisions about the individual, to accommodate the principle above.
- **Individual Choice Principle:** Individuals shall be provided a reasonable opportunity and capability to make informed decisions about the collection, use, and disclosure of their personally identifiable information.

- Consent. The system shall be capable of presenting and implementing to individuals choices pertaining to collection, use and disclosure of their PII.
- An Individual's Right to Request Restrictions on Uses and Disclosures. The system shall be capable of tracking, communicating and enforcing an individual's request to restrict disclosures of PII, while allowing the appropriate State entity to honor or deny the request to the degree permitted by law.
- Third-Party Access. The system shall accommodate an individual's ability to designate third-party access, and that it be as specific as feasible regarding authorization to data (e.g., read-only, write-only, read/write, or read/write/edit), access to data types, access to functions, role permissions, and ability to further designate third parties. If third party access is allowed, access shall be:
 - Subject to the granting of separate authentication and/or login processes for third parties;
 - Tracked in logs designating each specific third party access and major activities; and
 - Time-limited and easily revocable
- **Correction Principle:** Individuals shall be provided with a timely means to dispute the accuracy or integrity of their personally identifiable information, and to have erroneous information corrected or to have a dispute documented if their requests are denied.
 - Processing requests and notifications pertaining to correction. The system shall facilitate the following exchanges for correction and dispute, that, for example, are contemplated by the HIPAA Privacy Rule: the individual's request for an amendment to PII, the entity's notice to the individual that the amendment has been accepted or, if denied, the reasons for denial, the individual's statement of disagreement, the entity's rebuttal statement, if any, and the notification generally of others known to hold or use the data that is the subject of the correction.
- **Data Quality And Integrity Principle:** The system shall take reasonable steps to ensure that personally identifiable information is complete, accurate, and up-to-date to the extent necessary for the person's or entity's intended purposes.
 - Data matching: Data matching processes shall be formalized and documented so that incorrect matching may be quickly identified and corrected. The system shall have the capability to ensure that corrections remain persistent.
 - Data retention: The system shall have the capability to manage, archive and delete information according to retention schedules.
- **Safeguards Principle:** Personally identifiable information shall be protected with reasonable administrative, technical, and physical safeguards to ensure its confidentiality, integrity, and availability and to prevent unauthorized or inappropriate access, use, or disclosure.
 - Security controls. See the section on security non-functional requirements.

- **Accountability Principle:** The State’s privacy requirements, including those found in the HIPAA Privacy Rule, shall be implemented, and adherence assured, through appropriate monitoring, technical controls and other means. Methods shall be in place to report and mitigate non-adherence and breaches.
 - Data stewardship. All data shall be associated with a data steward.
 - Monitoring. The system shall provide the capability to monitor access, disclosure, modification and deletion of PII.
 - Complaint processing. The system shall process complaints about privacy compliance.
 - Breach notification. The system shall support notifying affected individuals in the event of a breach.

7.6.2.11 Capacity Planning Requirements

The System design and implementation approach must include the following capacity planning elements: 1) business capacity planning, 2) service capacity planning, and 3) IT component capacity planning.

1. **Business Capacity Planning:** ensure that the future business capacity requirements (e.g. desired outcomes, anticipated number and type of Participants, etc.) are considered and understood; and that sufficient IT capacity to support the new System is planned and implemented within an appropriate timescale.
2. **Service Capacity Planning:** historical actuals and forecast of the end-to-end performance, usage, workloads and resources of the System; and ensures that the performance of the System as detailed in the capacity section of the non-functional requirements document, is monitored and measured, and that the collected data is recorded, analyzed, and reported.
3. **IT Component Capacity Planning:** historical actuals and forecast of the performance, utilization, and capability of individual IT technology components. It also ensures that all components within the required IT infrastructure with finite resources are monitored and measured and that the collected data can be recorded, analyzed, and reported.

7.6.2.12 State Sizing and Growth Assumptions

Offerors should consider the following statistics and growth assumptions as baseline requirements for the formulation of their proposal to the State and sizing of all technical elements (e.g., servers, storage, networking, software) that are required to deliver the system to the state.

The new Systems and their databases need to support the HHS Agencies caseloads (active and inactive Participants and historical participant data) and future caseload increases. Participant growth is estimated at 3-5% year over year.

The new System must accommodate the anticipated number of users and workstations at each location. In order to support initial sizing expectations, prior to completion of capacity planning as part of this project, the State has estimated the first phase system must accommodate approximately 25,000 internal users (25% active users, 5% concurrent) in and 750,000 external users (10% active users, 2% concurrent) at this time, and all of these users are expected to have a workstation that will access the System. These initial estimates will be replaced with the finale user sizing in the Capacity Plan deliverable as part of the design phase.

State and County Worker Data Sharing and Collaboration

The new System must accommodate the anticipated number of users and workstations at each location. There are approximately 5,000 users (1,250 concurrent users) anticipated at this time, and all of these users are expected to have a workstation that will access the System.

Shared Analytics and Reporting

The new System must accommodate the anticipated number of users and workstations at each location. There are approximately 5,000 internal users (1,250 concurrent users) at this time, and all of these users are expected to have a workstation that will access the System.

The new shared infrastructure and functional capabilities need be designed to be operational 24 hours per day (hours to be determined by the state), 7 days per week, and 52 weeks per year. The centralized servers and resources and public facing web site will be designed to be operational 7 days per week and 24 hours per day. No single disruption is anticipated to last longer than 8 hours. The System as a whole will be available for use 99 percent of the timeless mutually agreed and scheduled service/maintenance intervals.

The new System must support transparent failover capabilities using high-availability architectural elements. The System needs to be able to continue to operate at the State and County locations despite failure or unavailability of any technology components at the State or the hosting services provider.

The online portion of the System's response time shall be between on average 5 seconds and not more than 15 seconds. The average response time shall be 5 seconds, and during peak usage it will be 8 seconds or less for 95 percent of the transactions submitted. Maximum response time will not exceed 15 seconds. Measurements will be taken from the end-users desktop. Response time is defined as the time elapsed after depressing an ENTER key (or clicking on a button that submits or commits a screen for processing) until a result is received back on the screen.

A sourcing decision for the hosting and Systems Operation by State leadership has not been finalized, but it is imperative that the Systems provides the highest level of control and responsiveness in meeting Ohio's business needs. The Offeror data center must be configured as no less than Tier II (as defined by the Uptime Institute™) or TIA equivalent.

7.6.3 System Environment Hosting Locations and Responsibilities

The Offeror shall provide, or utilize as applicable, the following data center locations by environment type. Offerors are to note that these environment types may represent multiple instances whether physical or virtual and in no cases shall be limited to a single instance unless required by the State. For the avoidance of doubt, the Offeror is to propose, specify, implement and support as many environments or instances within each environment type as necessary to fully support the design, construction, delivery operation and ongoing maintenance of the system as per this RFP.

Environment types and hosting locations are as follows:

Environment Type	Description	Timing of Use	Location	High Level Responsibilities
Initial Program Development – Phase I	Quick start development of phase I functionality through initial production deployment (all required environments)	Contract award through Phase I commercial use	Contractor Provided Facility	<ul style="list-style-type: none"> Contractor Responsible for all operations State/Contractor to collaborate on network connectivity
Production	Production use of system	As required prior to production launch through end of contract	State of Ohio Computing Center	<ul style="list-style-type: none"> Contractor to build, commission, operate State to provide facility, networking and infrastructure services
Production Support / QA	Production replica used for debugging, staging and Q/A of operational issues that is updated weekly with production data	As required prior to production launch through end of contract	State of Ohio Computing Center	<ul style="list-style-type: none"> Contractor to build, commission, operate State to provide facility, networking and infrastructure services
Rollout/ Operational Support	Non production environments for testing, training, demonstration and performance testing	As required prior to production launch through end of contract	State of Ohio Computing Center	<ul style="list-style-type: none"> Contractor to build, commission, operate State to provide facility, networking and infrastructure services
Disaster Recovery (Option 1)	Production replicated data/system and resumption of operations following a disaster impacting the primary production site	As required prior to production launch of system until contract conclusion.	State Provided DR Center	<ul style="list-style-type: none"> Contractor Responsible for all operations State provided facility State provided network connectivity
Disaster Recovery (Option 2)	Production replicated data/system and resumption of operations following a disaster impacting the primary production site	As required prior to production launch of system until contract conclusion.	Contractor Provided Facility	<ul style="list-style-type: none"> Contractor Responsible for all operations State/Contractor to collaborate on network connectivity
Long-Term Program Development	Development of post-Phase I functionality through initial production deployment (all required environments)	As required prior to initiation of post Phase I systems development activities	State of Ohio Computing Center	<ul style="list-style-type: none"> Contractor to build, commission, operate State to provide facility, networking and infrastructure services

Infrastructure services include data center facility, powered rack space, cooling, data center network connectivity, State WAN access and “smart hands” to perform routine system reboots, CD/DVD

insertion, hardware/software vendor escort, and installation of common server components (e.g., RAM, disk drives etc) upon request and the like. Offerors are to assume that all services beyond the specific infrastructure services described above from the powered rack that are associated with any hardware, software, operating system(s) and application elements are the sole responsibility of the Contractor.

7.6.4 High-Level System Operational Requirements

The proposed System must be hosted in a Tier II or higher (or TIA equivalent) data center with the provision of disaster recovery. A number of shared infrastructure services will be provided through the DAS OIT Infrastructure Services Division (ISD) (e.g. WAN, VOIP, etc.). The Contractor will be required to work with the State OIT/ISD team to leverage these services for the delivery of this RFP. In general, infrastructure services as specified in the table above shall include: data center facility, HVAC, cooling, power, data center and wide area networking, rack space and “smart hands” services (e.g., physical reboot of equipment, installation/replacement of common memory modules, disks etc.) will be provided for system elements located at State facilities.

The State has a high speed Wide Area Network in place using a combination of high bandwidth MPLS, 3G and 4G Wireless, and DSL network connectivity to all remote locations. The State will support the System with a combination of State and Offeror staff for maximum flexibility and responsiveness. A single dedicated Service Desk will provide the single point of contact to support all users. The Contractor shall maintain an Application Support Help Desk (Tier 2 and 3) for all incidents that need to be escalated for investigation and resolution.

7.6.5 Equipment

The Offeror will specify all equipment required for the development and operations of the solutions and requirements defined in this RFP. This equipment will be comprised of industry standard and readily available components. The Offeror will define all requirements and provide a Bill of Materials for all items that will be ordered and implemented upon review and agreement by the State.

The overall infrastructure and equipment must be sized in accordance with planned use and be inclusive of all hardware, storage, networking, backup/restore, database, file system, monitors and other items as required to comprehensively support development and ongoing operations for all required environments.

7.6.5.1 Servers, Storage and Ancillary Devices

The proposed shared infrastructure and systems must be housed in a purpose-built and dedicated physical environment – as applicable, in the State data center or provided by the Offeror’s organization as applicable. The proposed infrastructure and Systems must provide the highest level of control and responsiveness in meeting Ohio’s business needs. Offeror provided Data Center shall be configured at no less than the Tier II – Fault Tolerant Site Infrastructure Level (as defined by the Uptime Institute™) or TIA equivalent. The proposed infrastructure solution set shall include the use of virtualization and

provisioning automation technologies where possible in order to optimize the investments in server and storage infrastructure and accelerate the ability to provision and deploy new servers and applications.

The Contractor will provide processing power, control data traffic, and will support all participant and program data. The Contractor will at a minimum provide and support:

- Web Server(s)
- Application Server(s)
- Integration Server(s)
- Portal Server(s)
- Database Server(s)
- Analytics Server(s)
- Report Server(s)
- Content Management Server(s)
- Storage Area Network (SAN)

The proposed infrastructure solution set shall include the use of server virtualization technologies where possible in the data center in order to optimize the investments in server infrastructure and accelerate the ability to provision and deploy new servers and applications.

Table 9 represents representative server configurations. These configurations are used for illustration purposes in this document. The Offeror shall be required to conduct a further evaluation of capacity, performance and functionality during development and performance testing of the system before finalizing the server virtualization architecture for the envisioned System.

Table 9 Virtualization by Server Type

Server Type / Role	Server Description	Notes
Service Oriented Architecture (SOA) / Business Integration Servers	Products and services required for an Enterprise Service Bus and business integration solution.	Servers with high number of CPUs (>4) should be evaluated for virtualization.
Web Server / Hypertext Transfer Protocol (HTTP) / Load Balancing Servers	Products and services that provide a HTTP front end to the server environment and optionally provide intelligent load balancing / caching proxy.	The network demands on load balancer may require dedicated interfaces. These can operate in Virtualized partitions only with dedicated Network resources.
Enterprise Content Management (ECM), Portal Servers	Products and services that provide an Enterprise Content Management solution or a base Portal solution.	Disk Input / Output (I/O) should be carefully evaluated based on server capacity and utilization.
Personal Digital Assistant (PDA) / Smartphone Support Servers	Products and services on a supported PDA / Smartphone.	Smartphone support services (e.g. iPhone, Blackberry Servers etc.) may be candidates for Virtualization

Server Type / Role	Server Description	Notes
Core Collaboration Servers	Products and capabilities to provide Email, Instant Messaging and team workspaces.	The server may be evaluated for virtualization if the server utilization is low.
Application Development Servers and Environments	Products and services for application development.	To be evaluated based on use and role. Pre-production environments should be configured to replicate production environment configurations

In addition to these servers, managed switches, routers and other network devices shall be specified to help direct expected data traffic. Other hardware equipment to be specified and included include generators, Uninterruptible Power Supplies (UPS) to provide continuous power in the event of a power failure, backup devices (Tape, RAID, SAN, etc.), Power Distribution Units (PDUs), fire suppression system, HVAC, telecommunications lines and termination devices as well as a firewall(s) to adhere to security and access requirements specified elsewhere in this RFP.

A disaster recovery data center must be established to handle failovers in case of outages or disasters that impact the primary data center. This failover site equipment will mirror the primary PDC equipment configuration and data needed to restore full data center operations as specified within this RFP.

7.6.5.2 Environments

The State has requirements to host the environments associated with the initial development phases of the project, provide support services to longer term development environments, provide application support services for production environment(s) as well as disaster recovery site and technical services.

The high level minimum requirements and responsibilities for the environment services are summarized below in Table 10:

Table 10 Roles and Responsibilities with Regard to Environments

High Level Role/Responsibility Area	High Level Environments									
	Phase I – Development		Post Phase I – Development		Non-Production Other than Development		Production Environment(s)		Disaster Recovery Environment	
	State	Contractor	State	Contractor	State	Contractor	State	Contractor	State	Contractor
System/Environment Operations <ul style="list-style-type: none"> Production Operation(s) Tier (2 & 3) Solution Help Desk System Availability Management Capacity planning Configuration Management Performance Management 		✓		✓		✓		✓		✓

<ul style="list-style-type: none"> Production Control Job Scheduling 									
Migration Services <ul style="list-style-type: none"> System Test Execution User Acceptance Testing Support Code and Version Control System and Performance Testing Migration of Releases to Production Environment(s) 		✓		✓		✓		✓	✓
Application/Environment Management <ul style="list-style-type: none"> Routine Patching Break/Fix Database Administration and Tuning Ongoing Disaster Recovery Site Replication (Data and Applications) Application Availability/Management 		✓		✓		✓		✓	✓
Infrastructure Provision and Operation <ul style="list-style-type: none"> Server Provision / Administration Storage Provision / Administration Security Provision / Administration Data Center Network Provision / Administration Wide Area Network Connectivity Data Backup/Offsite Storage/Restoration Infrastructure Maintenance Services System Availability Management 		✓		✓		✓		✓	✓
Data Center Facility <ul style="list-style-type: none"> Secure Data Center Environment Redundant Power and Cooling Uninterruptable Power Supply / Onsite Power Generation Data Center monitored for electrical, cooling and environmental issues 		✓	✓		✓		✓		✓
			State SOCC		State SOCC		State SOCC		Priced as Option 1
									Priced as Option 2

7.6.5.3 Program Environments

The Contractor will propose, provide and operate all required environments to support their proposal for the specification, design, development of the project including, but not limited to the following environments:

- Demonstration or Conference Room Pilots
- Patch Testing/Staging
- Development
- Configuration
- Quality Assurance/ Testing
- Performance Testing
- Training Development
- Training Delivery

- Training Practice
- Proof of Concept
- Release Candidate or Pre-Production
- Production Environment(s) as applicable
- Production replica for debugging/issue resolution
- Other Environments as deemed necessary to support the full development and operations of the Contractor proposed solution

These environments should be sized in accordance with planned use and be inclusive of all hardware, storage, networking, backup/restore, database, file system, monitors and other items as required to comprehensively supporting the development and ongoing operational effort. The Contractor must support multiple instances of an environment as deemed necessary to support development and operations of the proposed solution.

7.6.5.4 Decommissioning of Phase I development environments (“Initial Program Development – Phase I”)

Upon mutual determination by the State and Contractor that these initial environments are no longer required, and the installation and availability of permanent non-production environments in the State data center, the Contractor will provide services to fully migrate all required environment element. Upon completion of this migration and direction from the State, these environments should be decommissioned by the Contractor, any Contractor hardware usage charges arising from the use of this equipment shall no longer be the responsibility of, nor billed to the State, and all State data or other artifacts resident on this hardware shall be destroyed or otherwise deleted.

7.6.5.5 Production Environments

In advance of use (certified ready no less than 2 months prior to go live), and in consideration of State procurement, installation and commissioning cycles, the Contractor will specify all required environments to support their proposal for the ongoing specification, design, development of the project associated with subsequent phases including, but not limited to the following environments:

- Full Production Operation
- Production Replica for Fault Resiliency / Onsite Disaster Recovery Purposes and debugging/issue resolution purposes
- Offsite Disaster Recovery Replication (see Disaster Recovery Section below)
- Other environments deemed necessary by the Contractor to support production operations

These environments should be sized in accordance with planned use and be inclusive of all hardware, storage, networking, backup/restore, database, file system, monitors and other items as required to

comprehensively support the ongoing development operation of the system as well as to support the debugging or resolution of issues within the production environment.

Upon notification by the State of receipt of the hardware to support these environments in the State data center, the Contractor shall install, configure and commission for ongoing use in the project this hardware within the State Data Center.

As a priced option in the Cost Workbook, Offerors are instructed to provide a quotation (expressed annually on a monthly basis) for the ongoing operation of Infrastructure related activities.

7.6.5.6 Disaster Recovery Environments

The Contractor will specify all required environments to support their proposal for the ongoing operation of the production system in the event of a disaster or outage condition at the State computing center associated the following environments:

- Full Production Operation
- Systems Development inclusive of then current code bases and associated data associated with the development effort
- Other environments deemed necessary by the Contractor to support production operations in the event of an outage or disaster.

These environments should be sized in accordance with planned use and be inclusive of all hardware, storage, networking, backup/restore, database, file system, monitors and other items as required to support limited development effort during the disaster or outage condition as well as to not adversely impact or jeopardize phases that are being developed.

Please provide pricing options for two deployment options:

Priced Option 1 - Upon notification by the State of receipt of the hardware to support the DR environment in a State secondary data center, the Contractor shall install, configure and commission for ongoing use in the project this hardware within the State secondary Data Center. The Offerors are instructed to provide a quotation (expressed annually on a monthly basis) for the ongoing provision of a disaster recovery capabilities for the solution.

Priced Option 2 - Upon notification of receipt of the hardware to support the DR environment in the Offeror data center, the Contractor shall install, configure and commission for ongoing use in the project this hardware within its own Data Center. Offerors are instructed to provide a quotation (expressed annually on a monthly basis) for the ongoing provision of a disaster recovery site (not at a State facility) for the solution.

7.6.5.7 Network

The Offeror is expected to specify highly redundant connectivity to the State Data Center facilities for all communications between the systems at Offeror's facility and those at the State's and work with

OIT/ISD to design, procure and commission this network. All County workers will be using the new shared infrastructure and functionality over the State Wide Area Network. The Offeror is expected to leverage the State's WAN to provide connectivity to all County workers.

7.6.5.8 Hardware Bill of Materials

Instructions: Please list all the specifications of the proposed Hardware in Table 11 below.

Table 11 Proposed Hardware Bill of Materials

Hardware Item #	Hardware Item	Environment (e.g., Development, Test, Training, Production)	Manufacturer	Configuration (e.g., number of processors, amount and type of storage and memory, networking etc.)	Operating System	Earliest Proposed Purchase Date
1	Item 1					
2	Item 2					
3	Item 3					

<The Offeror may insert additional rows as required>

7.6.5.9 Solution Software Bill of Materials

Instructions: Please list all the specifications of the proposed Software in Table 12 below.

Table 12 Solution Software Bill of Materials

Software Item #	Environment (e.g., Development, Test, Training, Production)	Manufacturer, Model and Version	License Type (e.g., enterprise, per user, per server)	Module Name	Utility/ Systems Mgmt Software, DBMS, Data Warehouse, Other	Detailed Description (e.g., functionality, purpose)	OS	Required Purchase Date
1								
2								
3								

<The Offeror may insert additional rows as required>

7.6.5.10 Data Conversion and Synchronization Requirements

The Offeror's approach to data conversion should incorporate a sound methodology, careful project planning, a proven project management methodology, and the use of automated tools. The approach should include an emphasis on data quality and close collaboration with the State. The Offeror proposed approach must result in high quality data in the new system, reduce risk, and ensure a predictable on-time, in-budget outcome.

The objective of the data conversion activity is to: retain relevant data from the existing system; eliminate requirements for manual reentry of data to the new system; and allow users to function without interruption or loss of data.

The data conversion plan shall include a rollout schedule and the contractor will perform (at a minimum) the following tasks:

- Ensure a database backup is in place
- Execute the Data Conversion packages
- Validate the Converted Data to confirm success
- Revert to backup if Conversion failed
- Provide the State with of results of the conversion and any exceptions
- Support the State in the resolution nulls and non-converted data
- Provide post conversion support through requested ad-hoc reporting and provision of access to the pre and post converted data for State confirmation analysis.

7.6.6 Environment Support Resourcing Requirements

The Contractor shall be responsible for maintenance and operations of all the functionality deployed into production in each of the work streams for a period of two (2) years from the date of initial deployment into Production and commercial use with the potential for four (4) additional one-year contract extensions

7.6.7 Mobile and Remote Access

As part of the proposed Solution, Mobile and Remote Access will be provided and require an end-user device, a transport network, and hardware and software within the enterprise to allow the establishment and use of applications and data by remote users. Mobile and Remote Access services will be used most often to support “nomadic” users – those who travel from location to location, and to support “telecommuters” – users who access enterprise resources from their home.

- **Browser Access:** These externally-exposed applications must include a Remote Access Portal for State workers, which must provide a common UI and integration for multiple native Web-based applications and gateways to non-Web-based applications
- **VPN Access:** Any end user device with a Java or ActiveX-capable browser and appropriate endpoint protection must be able to access State resources by connecting to the State DMZ SSL VPN server. Data communication between the client and the VPN server can take place across the public or private IP networks, but must be controlled by security mechanisms. Authentication services must be used to verify the identity of the end user before access is granted.

7.6.8 Solution IT Service Desk

The Contractor provided Solution IT Service Desk enables the central management of service delivery and manages events as they occur, and ensures escalation, ownership and closure of these events. This approach should follow practices based on ITIL v3 standards and provide the functions for the system's support services including:

- Incident Management
- Problem Management
- Change Management
- Service Request Management

IT Service Desk approach should structure the engagement into four distinct stages:

- **Stage 1:** Service Initiation – all initiation and Phase I activities.
- **Stage 2:** Service Transition - This stage describes a process of transition and responsibility transfer among Contractor development staff and Contractor and State (if applicable) Production staff during which the Contractor executes the Transition Plan and assumes full operational production control.
- **Stage 3:** Service Operations - This stage is the full systems support of the M&O phase, where the Contractor has assumed full operational responsibilities and the system is in live commercial operation.
- **Stage 4:** Service Termination. Upon written notification that the State wishes to assume ongoing operational responsibility or upon conclusion of the contract, this represents the stage where the Contractor will transfer knowledge and collateral to the State or a designated third party.

During the above 4 staged approach, the following tasks shall be performed by the Contractor as follows:

- **Production Support** - Support production operations and use; address system interruptions or slowdowns; identify and resolve system faults; developing workarounds; providing root cause analysis; and resolving problems.
- **Maintenance Support** - Make changes to existing functionality and features that are necessary to ensure proper system operation. This includes routine maintenance, root cause analysis, applying change requirements, software upgrades, business need changes, State rule changes, infrastructure policy impacts, and corrective, adaptive or perfective maintenance, as appropriate.
- **Enhancement Support Analysis** – Analysis of functional and non-functional requirements for enhancing functionality or features to the System on State prioritized requests from the user community. This includes interpreting any rules or configuration changes and other critical business needs from a practical, technical and logistical standpoint.
- **Level 2 and 3 User Support** - Provide level 2 and 3 system-specific support coordinated through the State IT Service staff as well as conducting system research and inquiries. Of data and trends

maintained within the helpdesk platform solution – The IT Helpdesk shall utilize a dedicated implementation of industry standard service desk software suite to be hosted and used by the State.

- **Database and Infrastructure Support** – This includes both DB support as well as refactoring the proposed System to enhance database efficiency in storage and query response time and coordinating with system administrators to enable efficient hardware utilization and processing efficiencies.

7.6.9 Software Configuration Management

As part of the proposed Solution the Contractor will provide Software configuration management services for the identification and maintenance of System software components and the relationships and dependencies among them. These activities include:

- Automatic capture and storage of IT Service to Application, Application-to-Component and Component-to-Component relationships
- Maintenance of the history of those relationships and any transformation required to appropriately manage and document (e.g., source control, version control, profiles, security plans) configuration changes affecting the application and its processing environment
- Code Migration including promoting new and modified code, configuration, and scripts, in support of new and existing applications through development, test, and production. These activities include:
 - Migrating code from development to test on an agreed upon basis
 - Tracking migration status and notification
 - Identifying and resolving issues with the services delivery team and development teams
 - Development and documentation of recommended operations and administration procedures related to code migration
 - Development and documentation of test-to-production turnover requirements and instructions for each project or release.

7.6.10 Change and Release Management

As part of the proposed Solution, the Contractor will include and perform Change and Release Management activities including services required to appropriately manage and document changes to the application and any of the constituent components being developed. Change and Release Management will include services required to appropriately manage and document changes to the underlying application development environment components and include the following:

- **Library Management**—the classification, control, and storage of the physical components of the application.
- **Version Control**—the maintenance, tracking, and auditing of modifications to an application's components over time, facilitating the restoration of an application to prior development stages.

- **Turnover Management**—the automated promotion of software changes across different phases of the life cycle (e.g., development, unit test, systems test, and production), including management of the approval process, production turnover, and software migration control.

The Contractor will include a centralized solution to automate and control the software change and release management process.

- This software change and release management process will control migration patterns (i.e. how a given set of code moves from one environment to another).
- This software configuration management process will control versioning, access controls, data quality, etc., for each environment.

7.6.11 System Replication and Disaster Recovery

The proposed solution must support multiple layers of data backup protection using a combination of both disk and tape based as well as off-site storage for backup and recovery (BUR) requirements.

The solution shall leverage replication and mirroring technologies to provide online, disk based system data replication. The solution shall utilize block level data replication to protect all critical system software components and data. Mission critical system components must be mirrored synchronously to provide access to critical functions and resumption of business in the event of failure. In the event of system failure which renders the primary site unavailable, users of the system must be redirected to an alternate site via DNS to utilize redundant systems and data present at the alternate site. Customers must be able to utilize the system via replicated sources that will be up to date based on the last completed replication interval.

Database replication must synchronize data between Primary and Alternate sites. Additional layers of protection must be implemented to provide traditional, versioned system data backup to tape storage. As part of this implementation, the Contractor will include the creation of new backup job policies specific to the new system.

All new System Database and Application backup policies must utilize automated schedules, to include at least one weekly full backup plus daily incremental backups to ensure data integrity and prevent data loss. Data on all tapes will also be encrypted to ensure security. The backup solution shall utilize on-line backup and restoration capabilities where possible that enable rapid backup and restore. Tape and off-site backups must comply with State long term retention and policy requirements.

Documentation of all BUR related processes and procedures must be generated during the course of the project, will be validated during system test, and will be included in the production version of the system. Processes and procedures that mandate routine testing and restoration of system backup data will also be included as part of production readiness testing. As part of routine system releases, enhancements and upgrades, the effectiveness and suitability of the proposed System BUR solution must be continually validated.

7.6.12 System Performance Monitoring and Reporting

The Contractor is to develop and implement instrumentation and reporting to capture key performance measures including:

- The solution response time during peak agency level operations shall be 5 seconds or less for 95 percent of the search and lookup queries (does not include ad-hoc queries and analytics). Maximum response time shall not exceed 15 seconds except for agreed to exclusions. Response time is defined as the time elapsed after depressing an ENTER key (or clicking on a button that submits the screen for processing) until a response is received back on the same screen.
- The solution shall return a Dashboard report within 30 seconds or less from all County locations with a high speed network connection (greater than 768KB), 95% of the time.
- The solution shall return a Static Standard report within 30 seconds or less from all County locations with a high speed network connection (greater than 768KB), 95% of the time.
- The Solution shall return a parameter-based report within 30 seconds or less.
- Monitoring solution shall include on demand status dashboards and period reporting including daily, weekly, and monthly trending.

A more detailed list of requirements can be found in the Non-Functional Requirements document under 'T16.Performance.'

Performance Monitoring – The contractor is to provide operational performance monitoring that tracks all service requests via a ticket tracking tool that includes the Contractor efforts associated with resolving all requests. The Contractor will ensure that all data collected is accessible by appropriate State personnel.

Performance Reporting – The contractor must present the monthly performance status against the SLA requirements. The report must include monthly progress for each support area as well as a historical trend chart. Any deviations from required performance must include a root cause analysis and be reviewed and discussed with specific plans toward achieving contracted performance with the State.

Monitoring Tools – The Offeror must propose and implement a monitoring tool that proactively monitors the performance of contracted infrastructure components of the proposed system. These tools should provide detailed monitoring overall server and network health. Tools must monitor contracted services, database connectivity, web-based applications, devices, URLs, and other key elements of the solution.

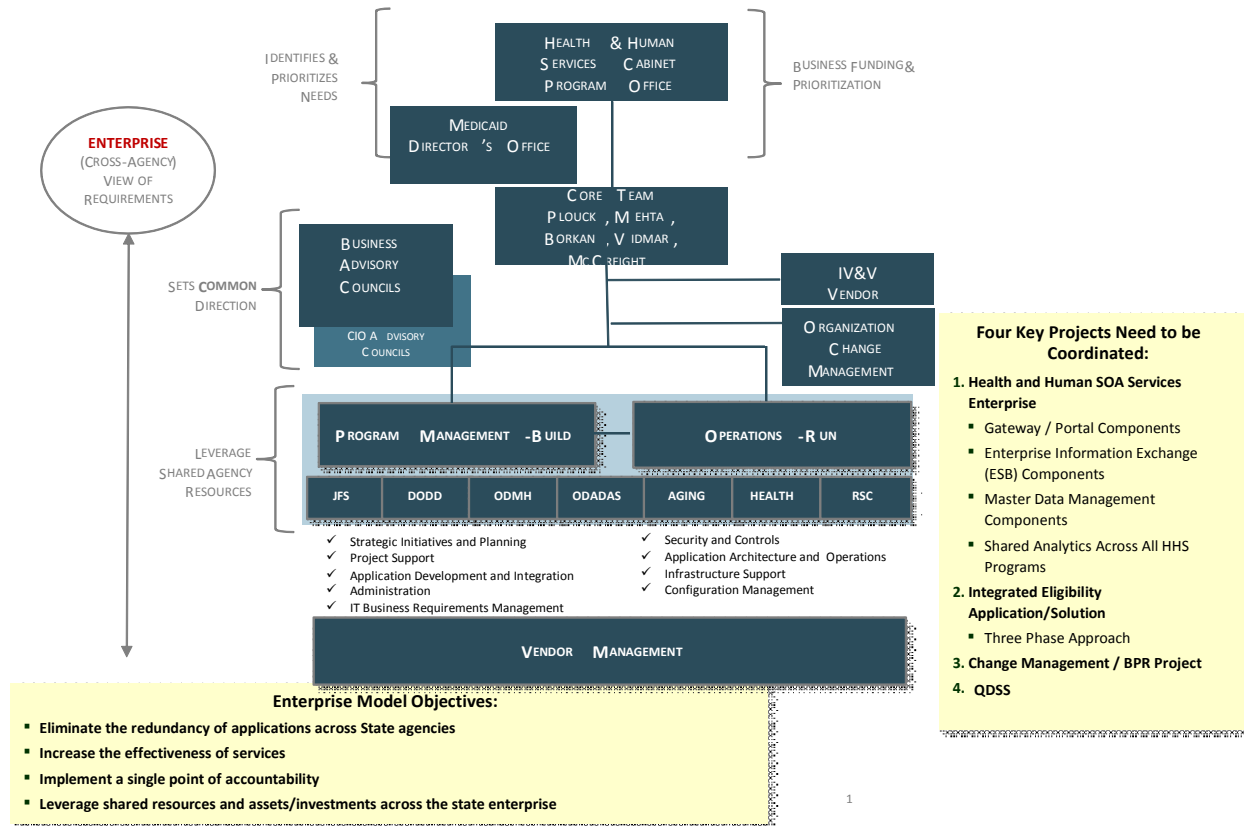
7.6.13 Other Systems with which the Proposed System will Interact

The contractor's solution will interface with a number of internal systems within the State, and external systems at the Federal level. For a list of these interfaces please refer to CRIS-E Interfaces Diagram and Descriptions in the Procurement Library.

7.7 Project Organizational and Staffing Requirements

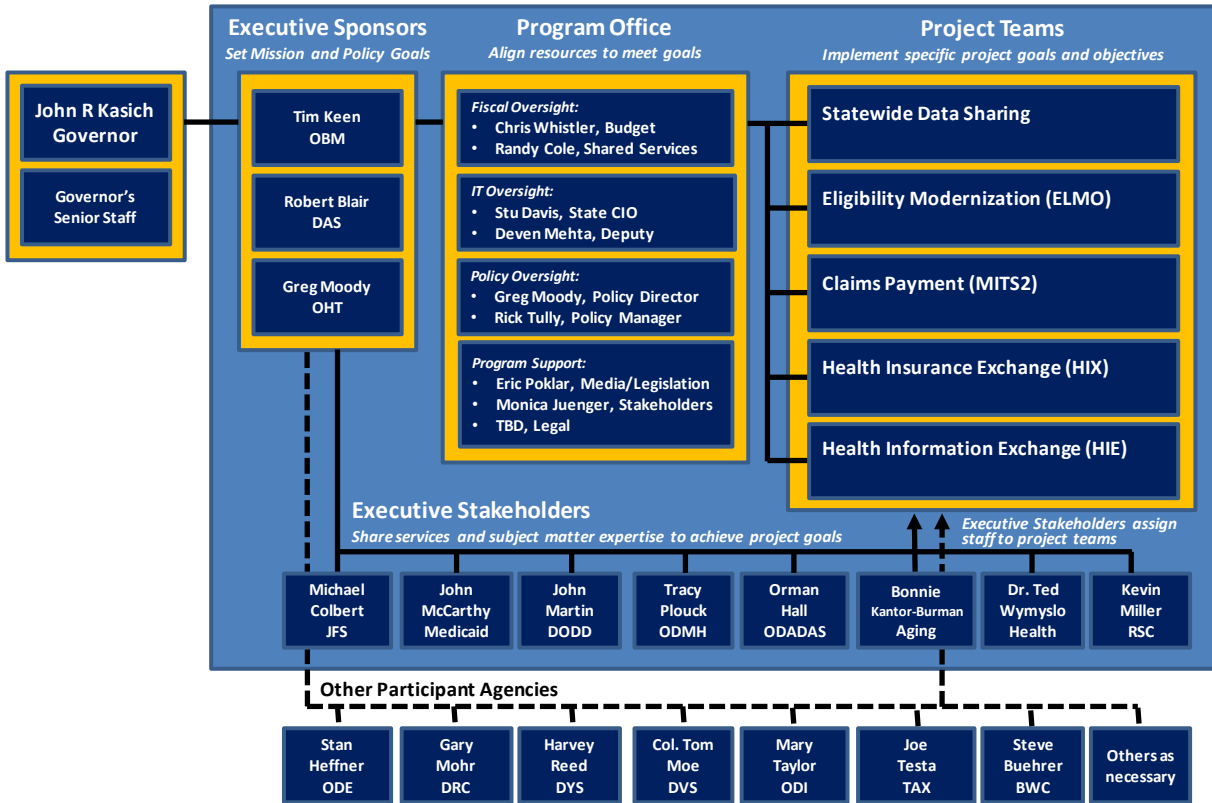
The Project must involve various State stakeholders in the planning, decision-making, issue resolution, implementation, tracking, and reporting processes related to project activities. Figure 16, illustrates the overall State organizational structure and governance for the project.

Figure 16 Target Organization / Governance



The program governance framework for the project is the Health and Human Services Cabinet. The Medicaid Director's Office and the Health and Human Services Cabinet is responsible for executive level decisions, policy development and responding to any decisions and issues that need to be escalated regarding the project to the State leadership. The Cabinet structure is shown in Figure 17.

Figure 17. OHT Health and Human Services Cabinet Structure



The State has defined a clear set of roles and responsibilities for the governance of the project effort. The following section provides details on the State roles and responsibilities for this project. The Contractor must align its project management and governance efforts with the State governance and decision making structure.

7.7.1 Project Roles and Responsibilities

The following tables (Table 13, Table 14, and Table 15) provide anticipated roles in the Project organization. They outline the responsibilities for Governance and the building/running of the Project.

Table 13 Governance Roles and Responsibilities

Health and Human Services Cabinet	<ul style="list-style-type: none"> • Sets project missions and policy objectives • Reviews and approves roadmaps and priorities • Establishment of goals for priorities and investments and required outcomes • Appoints Business Advisory Council from representative agencies
HHS Program Office	<ul style="list-style-type: none"> • Provides business, IT and investment oversight • Harmonizing funding, policy and legal approaches to addressing privacy and confidentiality requirements • Responsible for business case realization • Approval body for “large” discretionary change requests • Responsible for project Issue and Risk management
	Project Teams
Business Advisory Council	<ul style="list-style-type: none"> • Provides cross-functional, State-wide view to the rationalization and prioritization of business requirements • Prioritizes requirements within project phases • Develops business cases and priorities and provides recommendations to Health and Human Services Cabinet, Program Office and project delivery teams.
Medicaid Director ‘s Office	<ul style="list-style-type: none"> • Alignment of Projects with ACA and CMS Funding and Business Requirements • Lead for Medicaid IE Components • Lead for QDSS Project
Core Team	<ul style="list-style-type: none"> • Accountable and Responsible for implementation of project goals and objectives • Support of technology best practices • Provision of shared HHS applications, shared business analytics competencies and technology solutions • Project management, implementation and delivery
IV&V	<ul style="list-style-type: none"> • IV&V Oversight of Health and Human SOA Services Enterprise and Integrated Eligibility Application/Solution Life Cycle

Table 14 Governance Elements Responsible, Accountable, Consulted and Informed (RACI) Chart

Governance Element	Governance Objective	Business Advisory Council	Medical Director Office	Core Team	HHS Program Office	HHS Cabinet
Business Case	Establish benefits and costs associated with the investment ideas	SR, A	SR	C	I	I
Prioritized List of Investment Requests	Prioritize the Business Cases in order to present to the Cabinet for approval	C	C	C	R,A	I
Roadmap For Investments	Schedule the investments based upon business priorities	C	C	I	I	R,A
Benefits Realization	Verify and Validate the benefits realized through the execution of projects, as outlined in the business case	I	C	C	I	R,A
Project Management, Operations and Performance	Build and Operate systems/solutions to deliver business value and/or support end-user business functions	I	SR	SR, A	I	I
Audit & Controls Reporting	Ensure adherence and compliance to enterprise standards & regulations	I	C	R,A	I	I
Program Issues & Risks	Identify, Mitigate, Elevate and resolve Program Issues and Risks	I	C	I	R,A	I
Key: R – Responsible SR – Shared Responsibility A – Accountable C – Consulted I - Informed						

Table 15 Run / Build Shared Solution RACI Chart

Governance Element	Governance Objective	Core Team	System Implementer	Independent Verification & Validation
Requirements	Gathering of business requirements from SMEs and development of technology requirements.	C	R, A	C, V
Solution Design	Design of technical solutions meeting the requirements of the business.	C	R, A	C, V
Solution Implementation	Build and implementation of solutions to meet the requirements of the business.	C	R, A	C, V
Independent Quality Assurance	Provide independent verification and validation of solutions to the shared solution core team	I	I	R, A
Service Assurance/Oversight	Ensure that design and implementation of solutions meets the needs of the business and manage the transition from build to run phases.	R,A	I	C
IT Program Management	Manage the implementing vendor(s) as well as ongoing operations of solutions and ownership of the overall shared solutions roadmap.	R,A	I	C
System Support – Build	Provide ongoing system support and ensure availability and functionality.- During Phased Build	C	R, A	C, V
System Support - Run	Provide ongoing system support and ensure availability and functionality.- During Full Run	R, A	N/A	C
IT Standards - Build	Ensure adherence and compliance to enterprise standards & regulations – During Build	C	R, A	C, V
IT Standards - Run	Ensure adherence and compliance to enterprise standards & regulations – During Run	R, A	N/A	C, V
Key: R – Responsible A – Accountable C – Consulted I – Informed V – Validation				

7.7.2 Contractor Responsibilities

At a minimum, Contractor responsibilities will include the following:

1. Creating a detailed project timeline
2. Reporting project progress
3. Architecting the new System
4. Developing and verifying detailed functional and technical requirements
5. Designing the new System
6. Developing the new System
7. Developing SDLC test plan and document life cycle testing results following standards established by the State
8. Converting data from the existing systems for use in the new System (e.g., CRIS-E)
9. Writing technical and user documentation
10. Installing hardware and software to support the System
11. Developing any necessary interfaces to other Systems (e.g. CRIS-E and MITS)
12. Developing User Acceptance Test (UAT) Plan
13. Preparing the State UAT Team and conducting UAT
14. Developing Deployment and Training Plan
15. Technical and End User Training
16. Implementing deployment rollout of the new System
17. Developing test plans and scenarios for users of System enhancements — Post Deployment
18. Transferring knowledge to the State staff throughout the life of the project

7.7.3 Contractor Staff Roles

Contractor Project Manager — the contractor will provide an experienced Project Manager who is critical to the success of the Project. The Project Manager will be responsible for ensuring that the project comes in on time, within budget and meets all requirements. The Offeror Project Manager shall work on-site for the duration of the project.

Contractor Staff Roles — Offeror staff must be available to participate in project-related meetings as scheduled by the State. On-site work must be performed during normal business hours, 8:00 AM until 5:00 PM Eastern Time.

Table 16 provides a guideline for the various Offeror staff roles. The Contractor may propose additional staff roles as needed to achieve the project goals.

Table 16 Offeror Staff Roles

Offeror Staff Roles	
<ul style="list-style-type: none"> ▪ Architect ▪ Business Analyst/Functional Lead ▪ Change Management Lead ▪ Communication/Network Specialist ▪ Database Administrator ▪ Database Designer ▪ Help Desk Specialist ▪ Hardware Specialist ▪ Operations Lead/Manager ▪ Project Director 	<ul style="list-style-type: none"> ▪ Project Manager ▪ Programmer ▪ Quality Assurance Manager ▪ Security System Engineer ▪ Systems Administrator ▪ Technical Writer ▪ Test Lead/Manager ▪ Tester ▪ Training Lead/Manager ▪ Training Specialist

7.7.4 Independent Verification and Validation (IV&V) Offerror Support

The State will independently contract with a IV&V Vendor that is technically, managerially, and financially independent of the Offeror organization. The State understands the importance and will use QA to ensure a successful system implementation. The State will contract for QA services to support the success of the Project. QA and project oversight activities related to the Project will be performed by the IV&V Vendor that will be selected by the State.

QA Verification will use iterative processes throughout the SDLC to determine whether the plans, methods and products delivered fulfill the requirements placed on them by previous iterations, phases and steps and are internally complete, consistent, and sufficiently correct to adequately support the next iteration, phase and step.

QA Validation will examine and exercise the complete application (software, hardware, procedures, and documentation) to determine that requirements have been met. QA Validation will commence with the beginning of the SDLC phase and review every deliverable to ensure that the program continues to move in a direction to satisfy State requirements. QA Validation will be performed at the end of each SDLC phase to ensure the deliverable truly meets the then current requirements of the State (regardless of how many times these requirements may have changed during the project).

The IV&V Vendor will support the State Project Director and perform the following functions:

1. Review project planning deliverables to ensure they are sufficient and meet applicable project standards

2. Review ongoing project processes, methods and activities
3. Provide technical review and verification of key project milestones and deliverables
4. Provide independent reviewing of project deliverables against requirements
5. Anticipate and identify project risks and monitors the project risk management process
6. Offer suggestions for problem and issue resolution
7. Develop Independent Project Oversight Reports and delivers them to the State Project Management team
8. Provide monthly review and recommendations to the State regarding project status and risk anticipation, prevention and mitigation
9. Provide periodic review and recommendations to the State Project Director regarding project status and risk anticipation, prevention and mitigation

7.7.5 Organizational Structure and Knowledge Transfer

The Contracto must propose and implement a suitable engagement and partnership model with the State team to ensure proper knowledge transfer throughout the life of the project. This will include “shoulder-to-shoulder” work with identified the State resources so that the State’s staff becomes fully familiar with the design, development and implementation of the new System. This structure must provide a shoulder-to-shoulder partnership with key Offeror and State staff for example: Architect; Business Analyst and Functional Lead; Database Administrator; Help Desk Specialist; etc. The Contractor key personnel associated with this project must be in the Columbus area and should propose a structure that will best meet this requirement, the final configuration of this organizational structure requirement will be defined during Project Initiation and Planning.

7.7.6 Project Venue, Accommodations and Project Team Locations

The State will provide a suitable venue in the greater Columbus area to support the joint project team (State and Offeror) as well as IV&V and other project support Staff. The project venue will include common office capabilities such as internet connectivity, wide area networking, telephones, photocopiers and fax machines as well as ample lighting, HVAC and work spaces to the project. The Contractor will provide all office and common computing supplies (e.g., CD-ROMs, mice, keyboards) needed for the scope defined in this RFP. Contractors will provide desktop or laptop computers for all Contractor staff.

Offerors are to specify and provide full time project headcount requirements in the following format (Table 17 is provided as an illustrative example) that is aligned with and supports their proposal.

Table 17 Staffing and Location Illustration – Offeror to Propose Actual Model

Project Phase	Timing	Total Proposed	Maximum	Maximum Full	Support Staff
---------------	--------	----------------	---------	--------------	---------------

	(Project Months)	Contractor Staff	Onsite Contractor Staff	Time State Project Staff	(IV&V, Periodic Visitors, Other)
Mobilization/Formation	1-2	15	10	5	1
Design	2-6	30	20	10	3
Development	6-9	50	40	20	2
Testing	8-10	50	40	10	3
Implementation	9-12	30	20	30	2
Maximum Expected Staffing		50	40	30	3
Total Workspace Required			(sum of 40 + 30 + 3) = 73 FTE Workspaces		

The State's specific requirements, excepting normal time-off, vacations and sick days, are that in general all key project team members will be present on-site at the project venue over the course of their proposed role on the project.

For Key Personnel and other named subject matter experts in the Offeror proposal that are responsible for the delivery of the overall project to the State, the Contractor will be required to maintain this staff on a full time basis on site at the project venue no less than four days per week (generally Monday through Thursday) unless otherwise notified or required.

All proposed Contractor Staff that will in the course of the delivery of the project have significant and regular (e.g., near daily) interaction with State Project Staff (e.g., participate in daily meetings, design sessions, reviews, testing efforts and go-live readiness activities) must be located onsite at the State project venue. The requirement is to maintain overall project continuity, foster efficient communications and issue resolutions and drive successful outcomes via a joint Contractor and State team that are co-located at the State project venue.

The Contractor will not be expected to locate any personnel at the State project venue that do not have regular interactions with the State, or are of highly specialized supporting roles (e.g., database tuners, hardware engineers, network experts etc.) that only require periodic (e.g., weekly or less frequently) interaction with the State. While the State does not require a specific percentage of onsite work or hours as part of this engagement, the Contractor will staff the project with the correct mixture of onsite and offsite resources as to help ensure the overall success of the project.

7.8 Proposed Project Schedule

The State expects the process to develop a solution to provide the capabilities that are essential to meet the Integrated Eligibility requirements by January 2014 and the strategic direction going forward. The State anticipates an iterative, three phased approach to the project in order to ensure timely delivery of benefits to the State.

- **Shared Infrastructure** — the general architecture and platform will be delivered in conjunction with Phase I. This provides the foundation that all phases of the project will be delivered.
- **Phase 1** — Establishment of the SOA HHS Enterprise platform and deployment of the IE solution. In its initial deployment the system shall support the capabilities essential to meet the ACA or Ohio Health Plans 1115 waiver requirements for integrated Medicaid expansion and other CMS-designated populations through the application of Modified Gross Income criteria by January 2014 (go live) with the SOA HHS Enterprise capabilities of Client lookup and a core set of decision support capabilities.
- **Phase 2** — The SOA HHS Enterprise platform and IE solution will be expanded to support the full range of Medicaid programs, all income driven eligibility programs and the current sub-system functionality dependent on or leveraged through the CRIS-E legacy system. The IE solution will also support other HHS income driven eligibility programs and services not currently supported by CRIS-E as identified and agreed upon by OHT. The expanded SOA HHS Enterprise capabilities enabled in Phase 2 will include:
 - Referral management by State and County workers with Contracted Providers
 - Service Coordination within the State HHS and with the counties
 - Expanded set of decision support and analytic capabilities
- **Phase 3** — The SOA HHS Enterprise platform will be expanded to support the HHS programs and services that require eligibility determination beyond the income level eligibility determination along with the current sub-system functionality in CRIS-E leveraged by those programs. The Logical Data Warehouse is to be expanded to integrate all data sources, as well as provide reporting and analytic functionality, including push and pull analytics.

Under this implementation approach, the Contractor is responsible for continued data conversion and synchronization between old and new System until full implementation is achieved.

Figure 18 New System Phased Approach (Calendar Years/Quarters)

	2012		2013				2014				2015			
	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q
Shared Infrastructure														
Phase 1														
Phase 2														
Phase 3														
Maintain & Operate														

Table 18 outlines the major project phases, the projected start and end dates, and the duration of the overall project for the new System. The starting date for the project is based on the contract award in a time frame that supports the start the project in December of 2012. Dates will be adjusted based on actual start date. This is an high level approach and timeline based on the State's understanding of the project, it's complexities, as well as mandatory delivery dates as a result of Federal funding requirements. Offerors may propose a different sequence, organization or timeline provided the Offeror can provide clear justification and confidence in an alternative approach and the State accepts the proposed adjustments.

Table 18 Project Schedule Summary

Project Schedule	Start Date	End Date	Duration (Business Days)
Overall Project Timing	12/1/2012	12/31/2015	2228
Shared Infrastructure	12/1/12	12/27/13	395
Initiation and Planning	12/1/12	12/14/12	13
Requirements	12/17/12	3/1/13	74
System Design	3/4/12	5/17/13	74
System Development	5/20/13	8/30/13	102
Testing	9/2/13	11/29/13	88
Deployment	12/2/13	12/31/13	29
Phase 1 — Phase Description	12/1/12	12/27/13	395
Initiation and Planning	12/1/12	12/14/12	13
Requirements	12/17/12	3/1/13	74

Project Schedule	Start Date	End Date	Duration (Business Days)
System Design	3/4/12	5/17/13	74
System Development	5/20/13	8/30/13	102
Testing	9/2/13	11/29/13	88
Deployment	12/2/13	12/31/13	29
Phase 2 — Phase Description	1/6/14	12/17/14	354
Initiation and Planning	1/6/14	1/17/14	11
Requirements	1/20/14	3/21/14	60
System Design	3/24/14	5/23/14	60
System Development	5/26/14	8/22/14	88
Testing	8/25/14	11/21/14	88
Deployment	11/24/14	12/26/14	32
Phase 3 — Phase Description	1/5/2015	12/31/2015	360
Initiation and Planning	1/5/2015	1/16/2015	11
Requirements	1/19/2015	3/20/15	60
System Design	3/23/15	5/22/15	60
System Development	5/25/15	8/21/15	88
Testing	8/24/15	11/20/15	88
Deployment	11/23/15	12/31/2015	38
Maintain & Operate	11/13	11/22	-
Initial Term	12/13	11/18	-
Technical Refresh	1/2018		
Optional Renewal #1	12/18	11/20	-
Optional Renewal #2	12/20	11/22	-

7.9 Scope of Work – General Provisions

The following sections define the application Design, Development and Implementation services and the application warranty services that are required for the proposed new System for OHT.

The services are applicable to the scope information provided earlier in this RFP regarding all requirements and the proposed solution architecture. The Offeror must provide appropriate Labor Rates, Hours and Costs for their portion of the services, as specified in the Cost Proposal.

7.9.1 List of Deliverables

The preliminary task plan developed by OHT for the project is as follows:

7.9.1.1 Recurring Deliverables

Table 19 provides a list of recurring deliverables that will be delivered by the Offeror during the life cycle of the project.

Table 19 Recurring Deliverables

Project Monitoring and Status Reporting		Phase				
		PI	1	2	3	M&O
1	Project Status Reporting (Recurring throughout the length of the project)	X	X	X	X	X

7.9.1.2 Task Related Deliverables

As this project has a multi-phase approach, Phase 1 will include, at a minimum, the development of the core system components as defined in the requirements document. Subsequent Phases will include the development of the remaining process areas and functionality. All written deliverables will be presented in the form of an initial draft and a final deliverable unless this is determined not necessary by the State Project Director during project planning.

Table 20 Task Related Deliverables

Project Initiation and Planning		Phase				
		PI	1	2	3	M&O
2	Project Kickoff Presentation	X				
3	Roles and Responsibilities Plan (HR Plan)	X				
4	Scope Management Plan	X				
5	Cost Management Plan	X				
6	Schedule Management Plan	X				
7	Communication Management Plan	X				
8	Quality Management Plan	X				

9	Risk Management Plan	X				
10	Change Management Plan	X				
11	Work Breakdown Structure	X				
12	Final Work Plan and Schedule	X				
13	Performance Management Plan	X				
14	Requirements Analysis, Validation and Development Plan	X				
15	System Design Plan	X				
16	System Development Plan	X				
16	Testing Plan	X				
18	Implementation and Deployment Plans	X				
Requirements Development						
19	Requirements Methodology and Template		X	X	X	
20	Detailed Functional and Non-Functional Requirements Traceability Matrices		X	X	X	
21	SOA Handbook	X				
22	SOA Functional Requirements		X			
23	SOA Non-Functional Requirements		X			
System Design						
24	System Architecture		X	X	X	
25	SOA Models		X	X	X	
26	SOA Transition Plan		X	X	X	
27	Functional Design Document		X	X	X	
28	Technical Design Document		X	X	X	
29	Solution Implementation Design		X	X	X	
30	Security Plan		X	X	X	
31	Disaster Recovery and Business Continuity Plan		X	X	X	
32	Capacity Plan		X	X	X	
33	Infrastructure Services Plan		X	X	X	
System Development — Milestones						
N.1	Milestone #1 — [Offeror Specified Milestone]		X	X	X	
N.2	Milestone #2 — [Offeror Specified Milestone]		X	X	X	
N.3	Milestone #3 — [Offeror Specified Milestone]		X	X	X	
N.N	Add additional rows and milestones as required					
Testing						
34	System Testing — Test Results		X	X	X	
35	System Readiness Certification for User Acceptance Testing		X	X	X	
36	Site Readiness Reports		X	X	X	
37	UAT Report		X	X	X	
38	FAT Report		X	X	X	

39	Pilot Plan		X	X	X	
40	System Pilot Evaluation Report		X	X	X	
41	System Operations Documentation		X	X	X	
Deployment						
42	Data Conversion and Synchronization Plan		X	X	X	
43	Training Plan		X	X	X	
44	Training Materials		X	X	X	
45	Infrastructure Services Deployment Report		X	X	X	
46	System Maintenance, Support and System Transition Plan		X	X	X	
47	System Incident Reports — Warranty		X	X	X	
48	Corrective Maintenance Reports		X	X	X	
49	System Source Code and Documentation		X	X	X	
Maintenance and Operations						
50	Tier 2 & 3 Help Desk Plan					X
51	System Incident Reports — M&O					X
52	Adaptive Maintenance Reports					X
53	System Enhancements Reports					X
Project Completion						
54	Updated System Source Code and Documentation — Phase Completion and Project Closeout		X	X	X	
Additional Deliverables Proposed by the Offeror						
	[Offeror Specified Milestone]					
55	[Offeror Specified Milestone]					

7.9.2 Deliverables Expectations Document (DED)

The Contractor must develop the Project Deliverables in the form and format agreed to by OHT and the Contractor using a Deliverables Expectations Document (DED), and approved by OHT. No work will be performed on any deliverable associated with a payment milestone until the DED has been approved in writing by OHT. As each Project Deliverable is submitted, the Contractor must include a copy of the Project Deliverable's Expectation Document as the cover sheet. See Template M, Implementation Requirements Narrative template, to be used for Deliverable Expectations Documents during the project and for a component of the Offeror's Technical Proposal response.

7.9.3 Controlled Correspondence

In order to track and document requests for decisions and/or information, and the subsequent response to those requests, OHT and the Offeror shall use controlled correspondence.

Each controlled correspondence document shall be signed by the State Project Manager (or designee) and the Offeror Project Manager (or designee). No controlled correspondence document shall be effective until the signatures of both are attached to the document.

The controlled correspondence process may be used to document mutually agreeable operational departures from the specifications and/or changes to the specifications. Controlled correspondence may be used to document the cost impacts of proposed changes, but controlled correspondence shall not be used to change pricing.

Controlled correspondence shall not be the basis of a claim for equitable adjustment of pricing. Any changes that involve a change in pricing must be by an approved Change Order.

Controlled correspondence documents will be maintained by both parties in ongoing logs and shall become part of the normal status reporting process.

7.10 Detailed Scope of Work

Detailed task statements for the tasks and subtasks listed above are as follows.

7.10.1 Task 1 — Project Monitoring and Status Reporting

Project status will be tracked and reported on an ongoing basis. Regularly scheduled status meetings between the State Project Management Team and the Contractor Project Manager will be held to discuss project progress, issues, resolutions and next steps. The following standard reporting mechanisms will be used:

1. Status reports
2. Issues lists
3. Risk management updates

In addition, a Project Information Library (PIL) must be developed and maintained, by the Contractor and overseen by the State Project Manager in a single repository used to store, organize, track, control and disseminate all information and items produced by, and delivered to, the project. The PIL must include a file structure with defined access and permissions. It must also include an interface, such as a Web page or portal, where individuals can obtain project information, the latest documentation, and input issues or comments to the Project Team.

The State shall be the owner of all the documents available in the PIL.

7.10.2 Project Monitoring and Status Reporting Deliverables

At a minimum, the following deliverables must be completed by the Contractor. The Contractor may propose additional deliverables as needed to achieve project goals.

7.10.2.1 Deliverable 1 — Status Reporting

This deliverable is a recurring deliverable for the entire length of the project. The deliverable must at a minimum include periodic reporting of the following activities:

1. Status of work completed against the Project Work Plan
2. Objectives for the next reporting period
3. Client responsibilities for the next reporting period
4. Recovery plan for all work activities not tracking to the approved schedule
5. Projected completion dates compared to approved baseline key dates
6. Escalated risks, issues (including schedule and budget), and Action items
7. Disposition of logged issues and risks

8. Important decisions
9. Actual/projected Project Work Plan dates versus baseline Project Work Plan milestone dates
10. One-page graphical summary of the Project Work Plan status of all major tasks and subtasks for each Phase in a Desktop Project Plan

7.10.2.2 Task 2 — Project Initiation and Planning

This task requires development of various materials, such as a roles and responsibilities chart, task-oriented project plan, communication management plan, risk management plan, as well as providing regular status reports that detail the status of the Project and Contractor efforts. When producing deliverables, the Contractor must use the State templates and must comply with any applicable State standards.

7.10.2.3 Project Initiation and Planning — Subtasks

At a minimum, the following subtasks must be completed by the Contractor. The Contractor may propose additional tasks as needed to achieve the task goals.

Project Initiation and Kickoff

A project initiation meeting will be conducted by the Contractor at a Columbus location selected by the State and will be attended by the key Staff staff, Contractor, OCM Vendor and IV&V Vendor. The purpose of the meeting will be to review the Project Plan (including scope management, schedule management, risk management, change management, quality management, communication management and resource management) and the various deliverables associated with the complete SDLC used during the Project.

The Contractor will lead the discussion of the following project initiation activities for all the stakeholders to gain an understanding of the process, roles and responsibilities:

1. Understanding of the roles of various project stakeholders including the sponsor, Program Office / Steering Body / Core Team, State Project Team, Contractor Project Team, Business staff, IT staff, and any other key project team members
2. Identification of key stakeholders to be contacted to review and validate information relative to all steps of the project throughout the SDLC
3. Understanding the process to provide input to the strategic and tactical reports on a regular basis
4. Understanding of project performance measurements and critical success factors

Any decisions or agreements from the kickoff meeting will be documented by the Contractor and submitted to the overall project team for review and acceptance.

Project Management Planning

The Contractor will follow Project Management methodologies consistent with the State guidelines and the Project Management Institute (PMI) Project Management Methodologies stated in the Project Management Body of Knowledge (PMBOK). At a minimum the following deliverables must be created for this subtask. The Contractor may propose additional deliverables as needed.

1. Roles and Responsibilities Plan
2. Scope Management Plan
3. Cost Management Plan
4. Schedule Management Plan
5. Communication Management Plan (Issue Logs to be updated weekly)
6. Quality Management Plan
7. Risk Management Plan (Risk Logs to be updated weekly)
8. Change Management Plan
9. Work Breakdown Structure (WBS)
10. Final Work Plan and Schedule (Updated on weekly basis)
11. Performance Management Plan

SDLC Methodology Planning

In this task, the Contractor must detail the SDLC approach and methodology for design, development and testing of the new System. This task must detail the methods for maintaining requirements traceability throughout the development process; methodology and processes adopted during the development phase; types and conduct of test activities, and the change control and configuration management processes. The Contractor is required to utilize industry standard tools to accomplish the various tasks of the SDLC, both during planning and development.

Project Initiation and Planning Deliverables

At a minimum, the following deliverables must be completed by the Contractor. The Contractor may propose additional deliverables as needed to achieve the task goals.

Deliverable 2 — Project Kickoff Presentation

This deliverable is a presentation to familiarize project team members with the project. The presentation includes the following topics:

1. Project Overview

2. Project Schedule (high level)
3. Objectives and Definitions
4. Process
5. Artifacts
6. Roles and Responsibilities
7. Keys to Success
8. Next Steps
9. Questions and Answers (Q&A)
10. Resources

Deliverable 3 — Roles and Responsibilities Plan (HR Plan)

The Roles and Responsibilities Plan for this initiative will be tied to the proposed project timeline and implementation phases. The Contractor is responsible for proposing the potential roles and responsibilities for staffing the different activities, articulating what the Contractor will need to provide and what the State should provide.

Deliverable 4 — Scope Management Plan

This plan documents the project vision and goals, items that are in-scope and out-of-scope and their prioritization, dependencies between the scope items, and risks associated with the inclusion and removal of items from scope. The plan also defines the process used to modify project scope.

Deliverable 5 — Cost Management Plan

The Contractor is responsible for developing a Cost Management Plan that reports how project costs are incurred, controlled, and reported. The plan must include the agreed and finalized cost and budget for the project. Cost-related progress reports will be developed and included by the Contractor, consistent with State requirements and format, with inputs from the State and must include a tracking of costs to the project budget baseline.

Deliverable 6 — Schedule Management Plan

The Schedule Management Plan developed by the Contractor must include the following (at a minimum):

1. Project schedule variances reporting
2. Corrective actions to address schedule variances during the life of the project
3. Process, roles, and responsibilities involved when making changes to the project schedule.

Deliverable 7 — Communication Management Plan

The Communication Management Plan must detail the varying levels and needs of the project's stakeholders for information regarding the project, status, accomplishments, impact on stakeholders, etc. The Communication Management Plan must include:

1. Communication vehicles, participants and schedule
2. Target stakeholders, messaging and frequency of communication

As part of Communication Management, issues must be logged and reported weekly and the plan must detail the escalation mechanisms for Issue resolution.

Deliverable 8 — Quality Management Plan

The Contract is responsible for developing the Quality Management Plan in collaboration with OHT and DAS based on State's Project Management Methodology. The Contractor's Quality Management Plan must include the following elements:

1. Defined quality assurance responsibilities
2. Detailed definition of all deliverables by phase and associated acceptance criteria
3. Defined deliverable review process
4. Disciplined deliverable review process
5. Regularly scheduled reviews of key project phases and milestones

Deliverable 9 — Risk Management Plan

A Risk Management Plan is to be developed in accordance with State's Project Management Methodology. The Contractor, with the support of the OHT and DAS, must submit a baseline Risk Assessment to the Program Office / Steering Body / Core Team within one month of the project initiation. This plan will be updated on an ongoing basis to include:

1. Risk Assessment Log
2. Anticipated and identified risks
3. Identification of the severity and quantification of the potential impact of each risk
4. A quantification of the probability of each risk
5. Support of the development of risk mitigation plans for each identified risk
6. Providing guidance for assessing the efficacy of risk mitigation actions
7. Description of work products and processes for assessing and controlling risks

8. Detailed escalation mechanisms for risks

Deliverable 10 — Change Management Plan

The Contractor must adhere to the Change Management Plan, which will be jointly developed by the State Project Director with the project management team and the Program Office / Steering Body / Core Team. The plan describes how the Change Control Board (CCB) will manage the process for review, acceptance and rejection of change requests. The plan will be approved by the Program Office/Steering Body/Core. For any decisions that cannot be made by the CCB or Project Team, the decision will be escalated to the Program Office / Steering Body / Core Team.

In the Change Management Plan, change requests will be:

1. Drafted by the Project Team
2. Reviewed and edited by the Project Director
3. Approved or Rejected by the CCB with direction from the Project Management Team and the Program Office / Steering Body / Core Team, as necessary
4. Implemented by the Project Team, as necessary

The Contractor must perform updates to the project schedule and cost estimates when change requests are approved

Deliverable 11 — Work Breakdown Structure

The Contractor must prepare and submit a Work Breakdown Structure (WBS) as a preliminary step in the preparation of a project work plan and schedule that encompasses all activities from Project Initiation to Project Closure. The WBS must define the project's overall objectives by describing the project tasks and deliverables. The WBS must include:

1. A consolidated view of the activities, activity descriptions, and activity durations assigned to the State and Contractor project teams
2. Resources assigned to each activity
3. A list of deliverables tied to project milestones
4. A way to track the project schedule against the planned schedule
5. Deliverable approval periods

Deliverable 12 — Final Work Plan and Schedule

The Contractor must deliver a Master Work Plan including Gantt charts and a project calendar in Microsoft Project. The Master Work plan must reflect any changes from the plan submitted with the Contractor's accepted proposal that were discussed and agreed to during the project initiation meeting.

The work plan must be maintained throughout the life of the project and will be updated as necessary (biweekly at a minimum) to reflect the accurate status of the project

Deliverable 13 — Performance Management Plan

The Contractor must identify target performance areas and proposed methods of measurement; establish the baseline metrics for the agreed upon goal areas; and assist the State in determining the level of achievement of the performance goals.

Deliverable 14 — Requirements Analysis, Validation and Development Plan

This deliverable must detail the Contractor's approach to the method of capturing and maintaining requirements traceability throughout the development process. This plan must detail the methods, tools, and technologies used to capture, catalog, and manage System requirements and building upon and maintaining the business process workflows, Use Cases and functional and non-functional requirements.

Deliverable 15 — System Design Plan

This deliverable must detail the Contractor's approach to System design. This plan must ensure that the System conforms to defined standards for System design and Systems architecture. This plan must also ensure that Enterprise Architecture (EA) requirements within the State are taken into consideration during the System design. This plan must ensure the completeness and level of detail in design specifications.

Deliverable 16 — System Development Plan

This deliverable must detail the Contractor's System Development Plan. The plan must ensure that necessary tools and technologies are in place for development. It must also ensure that the technical interpretation of requirements is being appropriately managed such that System functionality does not deviate from expectations. Subjects that must be included are:

1. Development methodology selected
2. The system development process
3. Software development standards
4. The methods for maintaining requirements traceability of system requirements from the original baseline functional and non-functional requirements documented throughout the development process
5. The development change control and configuration management processes

The Contractor is required to utilize industry standard configuration management and version control tools. The Contractor is required to propose these tools as part of their response.

The Contractor must specify system development milestones that are aligned with the Cost Workbook for Implementation included in Template M.

Deliverable 17 — Testing Plan

This deliverable includes a set of documents for each type of testing. The documents must include the following components and be approved by the State:

1. Integration of current IE processes and standards
2. Software testing strategy, methodology processes, standards and guidelines for all software testing, including conversion testing activities
3. Specification of entrance and exit criteria for each of the test events
4. Templates and standards for all testing artifacts and deliverables
5. Definition of testing metrics and how the metrics are recorded and reported (e.g., number of open test defects)
6. Description of the approach for regression testing based on an analysis of which parts of the System may be affected by proposed and designed changes to the System and other supporting technologies
7. Standards for establishing traceability from requirements to test cases

These document sets must be compiled for each of the following types of testing:

1. Subsystem Integration
2. System Qualification
3. Regression
4. Readiness Certification
5. User Acceptance
6. Formal Acceptance
7. Pilot

Deliverable 18 — Implementation and Deployment Plans

The Implementation and Deployment Plans must include the following components:

- A detailed view of the Contractor's implementation methodology as it relates to delivering the system to the State

- Inclusion of the migration to production operations and transfer from the legacy system to the new System
- An up-to-date detailed implementation schedule

7.10.3 Task 3 — Requirements Development

In this task, the Contractor must lead and facilitate the process for developing the detailed System functional and Non-functional requirements documentation. Throughout this task the Contractor must validate and use the high-level baseline requirements developed during the Project planning phase and outlined in the following documents:

1. HHS Business Process Analysis (BPA) (including workflows and use cases) — located in the Procurement Library
2. Functional Requirements Response Matrix (derived from the BPA and use cases) — Template I of the RFP
3. Non-Functional Requirements Response Matrix— Template K of the RFP

7.10.3.1 Requirements Development — Subtasks

At a minimum, the following subtasks must be completed by the Contractor. The Contractor may propose additional tasks as needed to achieve the task goals.

Requirements Methodology

The Contractor must provide details on the methodology and approach that will be used to analyze the current BPA and high-level baseline requirements and how to move forward with defining and managing the development of the detailed functional and non-functional requirements based Integrated Eligibility needs, best practices and industry standards. The Contractor must define the software requirements methodology that must be followed for finalizing System functional and non-functional requirements and must be based on Service-Oriented Architecture (SOA) principles, and as such SOA should be reflected in the methodology.

In addition to the requirements validation process, the Contractor must:

1. Define the requirements gathering processes
2. Define the requirements management processes
3. Provide requirements templates
4. Enhance and maintain the functional and non-functional requirements developed during the new System's project planning phase

The software requirements methodology must be approved by the State prior to the requirements gathering process.

Requirements Gathering

The following subtasks must be included in the development of detailed requirements:

1. Review in detail all existing BPA, workflows, use case documentation, and requirements developed by the Project team during the planning phase of the project
2. Perform on-site interviews with key stakeholders to understand how the baseline requirements will be translated into the technical details required for software requirements
3. Develop a draft software requirements methodology that addresses the approach and tools to ensure alignment with the existing baseline requirements and capture the level of detail necessary
4. Review draft software requirements methodology with the appropriate stakeholders, allowing time for those stakeholders to return comments or clarifications
5. Prepare final software requirements methodology based on updates from appropriate stakeholders
6. If approved by the State, update the BPA, workflows, use cases developed during the planning phase of the project to support user review and acceptance process throughout the SDLC process
7. Deliver the detailed functional and non-functional requirements traceability matrices

Requirements Management

In this subtask the Contractor must develop and implement mechanisms to manage the new requirements, including:

1. Define how requirements are derived and validated
2. Describe how requirements changes are analyzed and managed
3. Describe how the functional and Non-functional requirements traceability matrices are maintained and validated
4. Define how the Project Team works with the Contractor to ensure traceability of requirements to the business objectives and System documentation

The Contractor must define the software requirements management process that will be used to aid in managing functional and non-functional requirements. The development of the software requirements management process must consist of the following subtasks:

1. Provide an approach to review all functional and non-functional requirements, and to understand and capture the level of detail necessary to develop detailed requirements for SOA development
2. Define how the BPA, workflows, Use Cases and requirements traceability matrices will be enhanced, updated and maintained throughout the life cycle of the project

3. Review the software requirements management process with the appropriate stakeholders, allowing time for those stakeholders to return comments or clarifications
4. Prepare final software requirements management process based on updates from appropriate stakeholders
5. Develop final software requirements template

7.10.4 Requirements Development — Deliverables

At a minimum, the following deliverables must be completed by the Contractor. The Contractor may propose additional deliverables as needed to achieve the task goals.

Deliverable 19 — Requirements Methodology and Template

The Contractor must provide a clear and concise layout of detailed requirements to be gathered (including sections for functional, technical, security, performance, operational, etc.). The requirements template must store and track functional, technical and other operational and performance requirements.

Deliverable 20 — Detailed Requirements Traceability Matrices

The Contractor is required to utilize Integrated Eligibility BPA, workflows, use cases and functional and non-functional requirements as the baseline to generate more detailed functional and Non-functional requirements traceability matrices by conducting joint meetings with Integrated Eligibility project team and SMEs. This subtask must provide a gap analysis of the requirements that are required to define the services for the target SOA architecture and provide recommendations to close the gap.

Any recommendations to close specific gaps that require changes to the BPA, workflows, Use Cases, or requirements matrices will be reviewed by the State and if approved by the State these components will be updated. State Project Director, Business Lead, IT Lead, supported by the appropriate Project Team, IT Project Team Members and SMEs will be responsible for reviewing proposed requirements changes. Approval for changes to the baseline requirements will only be provided if there is a clear business case for changes, and all possible implications of the change in regards to functionality and technology have been fully understood.

Deliverable 21 — SOA Handbook

The Contractor must develop a SOA handbook for Integrated Eligibility that details the approach and results of gathering and developing requirements for the SOA environment. Specific items the Contractor must include are:

1. Identify the services* required to support key scenarios
2. Identify the services that are common across scenarios
3. Establish the right level of granularity for services

4. Collect requirements for the services that will support external and internal partners
5. Prioritize services and application integration based on impact to customers, suppliers, and partners
6. Establish SOA governance policies and processes
7. Define metrics that tell how well the needs of each community are being satisfied
8. Evaluate, compare, and select technology that can help implement a service-based infrastructure

** In the context of enterprise architecture, service-orientation, and service-oriented architecture, the term **service** refers to a set of related software functionality, together with the policies that should control its usage.*

Deliverable 22 — SOA Functional Requirements

The Contractor must develop and provide the functional requirements for the new System in a SOA compliant architecture. Within the requirements document, applications will need to be redefined as sets of business objects and related services, and also provide the constraints under which the Systems and applications must operate.

Deliverable 23 — SOA Non-Functional Requirements

The Contractor must develop and provide the Non-functional requirements for implementing an SOA compliant architecture. This document must detail the operational, security, integration and performance requirements and incorporate the industry best practices and standards.

7.10.5 Task 4 — System Design

System design includes application design, interface design, and conversion design. Detailed and logical application design documents produced by the Contractor must direct the application development efforts. The design function is driven by the outputs of the requirements validation phase. These documents provide the framework essential to ensure that the application is constructed consistently with appropriate software development methodologies and the functionality defined through the requirements.

At a minimum, the following subtasks must be completed by the Contractor. The Contractor may propose additional tasks as needed to achieve the task goals.

System Design Methodology

The Contractor must define a software design approach and methodology to be followed when designing the new System that is based on SOA principles. The methodology must reflect and incorporate appropriate government and industry best practices, and must enable and support Capability Maturity Model Integration (CMMI) practices. The software design methodology must also take into account the current Integrated Eligibility processes and resources and must identify the approach to conduct knowledge transfer and provide participation experiences for appropriate the State

personnel during the course of SDLC. The development of the software design methodology must include the following tasks:

1. Implementation of a software design methodology that incorporates processes to manage the design based on functional and technical specifications. The software methodology should clearly define the inputs and outputs for the design process, define the expected deliverables for the development team, and define the roles and responsibilities of the design team
2. Communication of the software design methodology to appropriate stakeholders, allowing time for those stakeholders to return comments or clarifications
3. Implement the software design methodology based on updates from appropriate stakeholders

System Design Development

The Contractor must conduct a review of the proposed System's functional and Non-functional requirements to identify required modifications and enhancements to any pre-existing solution component or functionality that the Contractor plans to leverage for the new System.

Design sessions will be held by the Contractor along with appropriate staff from the State. The Contractor will conduct Joint Application Development (JAD) sessions to fully explore and understand existing Integrated Eligibility System component functionality that the Contractor will be leveraging for the new System, and to understand the gaps to be addressed in order to fulfill the remaining required functionality for the new System. Based upon these gap analysis JADs, the Contractor will document in detail the design and development actions necessary to fully meet Integrated Eligibility requirements. The development of the new System Architecture must include the following:

1. Review the reference Enterprise Architecture included in the RFP with the State to fully understand the preferred solution design approach and compliance requirements
2. Development of a conceptual architecture that will produce a design to fulfill Integrated Eligibility stakeholder's functional expectations and can be technically realized
3. Design of a logical architecture that defines the SOA layers, Contractor, Service Consumers, and Service Broker(s), and identifies object dependencies. To complete the logical design model, the Contractor must define the interfaces for each service, and include data field definitions and their validation rules. The logical architecture must produce a design to fulfill the stakeholder's functional expectations and can be technically realized by the Contractor
4. Specification of the physical architecture that defines the various services of the application and how they should be implemented. It must also include details around the integration layers, potentially using Web Services, and various other integration technologies. The physical architecture must produce a design to fulfill the stakeholder's functional expectations and can be technically achieved by the Contractor

For more information on the approach to System design see the “Ohio General System Design” document in the Procurement Library.

Documentation and Prototyping

Following Contractor led design sessions for a given component, the documentation of that component will be finalized and prototyping of the component must begin immediately. The component documentation and prototype are to be presented for review and modification as necessary in interactive sessions with the State Project Team. While the Contractor is documenting and prototyping one unit, another unit may be the subject of ongoing design sessions.

7.10.6 System Design — Deliverables

At a minimum, the following deliverables must be completed by the Contractor. The Contractor may propose additional deliverables as needed to achieve the task goals.

Deliverable 24 — System Architecture

The Contractor must detail the SOA model-driven architecture framework being used across all the domains (e.g., services, trust and security, infrastructure, etc.) that enable the development of service-oriented models to facilitate the interaction and communication of technologies. This document must provide details around the set of technologies that support Integrated Eligibility operations, incorporating the industry best practices and standards. This document must detail the disciplines of design patterns, information architecture and technology infrastructure and describe the conceptual, logical and physical architectures for the targeted baseline System. The architecture document must include the SOA principles around SOA layers definition, the service providers/consumer definition and the service broker definition.

Deliverable 25 — SOA Models

The Contractor must create a services portfolio by identifying services, defining a service hierarchy, and classifying the services based on this hierarchy. This will involve defining the “coarse-granularity” and “fine-granularity” of services. This document must identify and prioritize the key services and the mechanisms to create the service layers using industry best practices. The Contractor must provide support, guidance and knowledge transfer to the State with respect to integration technologies. SOA modeling must include:

1. Identifying the Services Portfolio Management requirements, which must include the requirements for how often services should be reviewed, how often they should be updated, and how they should be published
2. Identifying the Quality of Service requirements for each service, which will involve defining scalability, availability, and response time (latency) of services in order to ensure that they are within the promised range

3. Specifying interface requirements, which will involve both internal and external Partners and ensuring that the new System is sufficiently scalable and flexible to support the number of interfaces that will be required. Interface requirements must also include defining what communications should be asynchronous, and what communications should be synchronous
4. Specifying security requirements, which may include encryption, authentication, data protection, and constraints on performing certain operations
5. Specifying performance requirements, which may include the expected response time for application tasks, failover support for applications, and hours of availability
6. Inventorying operational requirements, which may include server needs, scalability requirements, hosting requirements, monitoring, load balancing, failover, fault recovery, accounting and metering

Deliverable 26 — SOA Transition Plan

The SOA Transition Plan must articulate the detailed steps involved in leveraging any components in the SOA framework. The SOA Transition Plan must include both the tactical and strategic actions required for migration to the SOA. This document must identify the current state and best practices for the solution, identify the gaps or concerns and provide a detailed SOA road map that considers the unique goals and challenges of Project. The deliverable must include:

1. Defining sequential steps and dependencies when transitioning to an SOA compliant design. This must include sequential steps and dependencies when transitioning and enhancing any existing components to the target design
2. Defining systems, data stores and interfaces that will be impacted by the redesigned architecture
3. Defining resource requirements for the implementation, including Contractor and State personnel, hardware and software and other resources
4. Defining all steps required for integration and dependencies between steps
5. Addressing major risks in the transition and suggesting mitigation strategies that minimize time, efforts, and costs to accomplish the integration

Deliverable 27 — Functional Design Document

The Contractor will deliver a Functional Design Document (FDD), or its equivalent, describing how the proposed System will enable the requirements of the System. The Functional Design Document deliverable must include the following elements:

1. Details on which components will be leveraged from existing systems and which components will be newly developed
2. Business rules
3. Reporting capabilities and prebuilt reports

4. User profiles and security role permissions
5. System functionality traceable back to the functional requirements traceability matrix
6. System overview diagrams
7. Domain model
8. Process flows

The Contractor may propose alternatives to any of these components, but they must be clearly justified and have the prior approval of the State Project team.

All components of the design must be maintained throughout the course of the Project and updated when any System design changes occur.

The Technical Design Document must align with and leverage the contents of the Functional Design Document.

The Contractor must conduct a walkthrough of the FDD with the State Project team and the QA Provider to validate the contents of the FDD, the incorporation of all information from the design sessions, and the incorporation of all functional requirements. Approval of the FDD is required before development can begin.

For more information on the approach to functional design see the “HHS Business Process Analysis” document in the Procurement Library.

Deliverable 28 — Technical Design Document

The Contractor must deliver a Technical Design Document (TDD), or its equivalent, reflecting the final requirements for System configuration and operation. This deliverable must be developed based on outputs from the technical design sessions conducted with the Contractor and State Project personnel.

The Technical Design Document must include the following components:

1. Detailed description of System architecture
2. Entity Relationship Diagrams
3. Data Flow Diagrams
4. Data Dictionary
5. Processing controls
6. Processes to manage System installation and configuration
7. Data backup procedures
8. Security controls

9. Availability and resilience controls such as load balancing, failover capabilities, and fault tolerance

The Contractor may propose alternatives to any of these components, but they must be clearly justified and have the prior approval of the State Project Manager.

The Technical Design Document must include, at a minimum, the interface definitions and design (e.g., XML/SOAP specifications for file formats), the new System design based on reviewing existing class diagrams, sequence diagrams, updated object models that represent the internal workings and designs of the containing subsystems that will expose the services, and the component specification (details of the component that will implement the service) and service assignment to each layer defined in the System architecture.

The Contractor must conduct a walkthrough of the final TDD with the State Project team to validate the contents of the TDD, the incorporation of all information from the design sessions, and the incorporation of all Non-functional requirements.

Approval of the TDD is required before development can begin. The final TDD, once formally approved by the State Project manager, will, together with the approved FDD, constitute the complete System definition for the new Integrated Eligibility System. The FDD and the TDD together will constitute the agreement between the State and the Contractor regarding the functionality and operation of the new System. The two documents will be the documentation used by the Contractor during System development and Use Cases, and will be the basis for the development of the User Acceptance Test (UAT).

For more information on the approach to System design see the “General System Design” document in the Procurement Library.

Deliverable 29 — Solution Implementation Design

The Contractor must deliver to the State a Solution Implementation Plan, or its equivalent, reflecting the final requirements for System implementations. This document must be developed based on outputs from the planning and design sessions conducted with the Contractor, QA Provider and State Project personnel. The plan at a minimum should cover the following components:

1. Description of implementation
2. Points-of-contact
3. Major tasks
4. Implementation schedule
5. Security and privacy
6. Implementation support
7. Hardware, software, facilities and materials

8. Documentation
9. Personnel and staffing requirements
10. Training of implementation staff
11. Outstanding issues
12. Implementation impact
13. Performance monitoring
14. Configuration management interface
15. Risks and contingencies
16. Implementation verification and validation
17. Acceptance criteria

Deliverable 30 — Security Plan

The Security Plan, at a minimum, must describe the following items related to the System:

1. Security policies
2. Logical security controls (privacy, user access and authentication, user permissions, etc.)
3. Technical security controls and security architecture (communications, hardware, data, physical access, software, operating system, encryption, etc.)
4. Security processes (security assessments, risk assessments, incident response, etc.)
5. Detail the technical specifics to satisfy the following:
 - a. Network segmentation
 - b. Perimeter security
 - c. Application security and data sensitivity classification
 - d. PHI and PII data elements
 - e. Intrusion management
 - f. Monitoring and reporting
 - g. Host hardening
 - h. Remote access

- i. Encryption
- j. State-wide active directory services for authentication
- k. Interface security
- l. Security test procedures
- m. Managing network security devices
- n. Security patch management
- o. Detailed diagrams depicting all security-related devices and subsystems and their relationships with other systems for which they provide controls
- p. Secure communications over the Internet

The Security Plan must detail how security will be controlled during the implementation of the new System.

Deliverable 31 — Disaster Recovery and Business Continuity Plan

The Disaster Recovery/Business Continuity Plan must describe how the State can provide information to their customers in the event of a disaster. At a minimum, the plan must include the following:

1. The Plan will specify backup and recovery procedures as well as disconnected operational capability to ensure that the Integrated Eligibility System can continue to operate in the event of an unexpected unavailability of hardware, software, or communications through System failure, disruption of connectivity or natural disasters
2. The plan must address all areas such as arrangements for backup hardware or processing sites; off-site data storage; schedule for creation of backup media; and detailed recovery procedures for all anticipated types of disasters
3. A description of each anticipated class of disaster must be provided
4. The plan should also describe escalation plans that specify the necessary points of contact and decision-making authority at the State offices and local provider levels.

The Disaster Recovery/Business Continuity Plan must be developed and validated to comply with the Integrated Eligibility standards, the State's standards and industry best practices. As part of the Disaster Recovery/Business Continuity Plan:

1. Roll-back plans must be developed and validated for use in case of System failure during turn over to production

2. Plans must be put in place for the stand-by of key support resources during turn-over to production activities
3. Potential go-live System failures and action points need to be identified and mitigation plans and actions have to be developed and validated
4. Key project resources have to be trained in recovery procedures

Deliverable 32 — Capacity Plan

The Capacity Plan, at a minimum, must address the following items related to the System:

1. Business Capacity Management
2. Service Capacity Management
3. IT Component Capacity Management
4. Capacity Management Processes
5. Capacity Management Tools Infrastructure

Deliverable 33 — Infrastructure Services Plan

The Infrastructure Services Plan must address the planning and design of the services described in the Operational Impact section of the SOW. The Infrastructure Services Plan, at a minimum, must address the design and implementation of the following infrastructure items related to the System:

1. Remote Access Infrastructure
2. Patch and Security Management Infrastructure
3. Service Desk Enhancements
4. Code Migration Infrastructure
5. Software Configuration Management Infrastructure
6. Change and Release Management
7. Data Retention and Archiving Infrastructure
8. Performance Reporting Infrastructure

7.10.7 Task 5 — System Development

System development efforts will be guided by the outputs of the Requirements and Design tasks. This ensures that the application is constructed consistently. The Contractor may not initiate the system

development activity until the State has formally accepted the System Functional and Technical Design Documents.

During this phase, developers must fully document each software module. This documentation must support the transfer of knowledge to State developers. The Contractor must also transfer all agreed to and finalized documentation to the State Project team. The format and the medium of transfer will be at the discretion of the State.

At a minimum, the following subtasks must be completed by the Contractor. The Contractor may propose additional tasks as needed to achieve the task goals.

7.10.7.1 System Development Methodology

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

1. Standardization regarding format and content must be developed, documented and approved for all development documentation
2. Developing a formal process to review and provide feedback on development documentation submitted by the Contractor
3. Utilizing all the prescribed methodology standards as defined in the previous tasks; and follow strict process guidelines in the development, test and delivery of the new System
4. Utilizing all the prescribed standards and processes to manage the early identification and remediation of defects in project deliverables
5. Adhering to the prescribed change methodology process; and utilize all the prescribed change control standards, criteria and process in the development, test and delivery of the new System and all work products
6. Utilizing all the established secure coding tools and methods
7. Utilizing all the required application development and testing tools that have been identified during the earlier steps; and follow industry best practices in terms of development support, testing standards

7.10.7.2 Periodic Reviews

During the System Development tasks, the Contractor must schedule periodic reviews for the Project to measure overall progress, status and work products. These reviews will be conducted at the State's option and may be conducted by the State Project team at a location of the State's choice.

7.10.7.3 System Development Milestones

The Contractor is responsible for providing a schedule of payment milestones tied to the development of specific software components throughout the development phase. These milestones must align with the proposed implementation methodology and work plan of the Contractor.

Table 21 provides a template for the Contractor to propose System Development Milestones.

Table 21 System Development Milestones

Milestone #	Milestone Description	Timeline	Duration	Offeror Responsibilities	OHT Responsibilities
1	Milestone #1 — [Offeror Specified Milestone]				
2	Milestone #2 — [Offeror Specified Milestone]				
3	Milestone #3 — [Offeror Specified Milestone]				
N	Add additional rows/milestones as required				

The Contractor must specify System Development Milestones that are aligned with the Cost Workbook for implementation and included in Template M.

7.10.7.4 System Documentation Updates — Development

Once the System has been developed, the Contractor must make updates to any of the System documentation (development, training, security, design, requirements, etc.) to reflect any changes that have occurred during the development process. The Contractor must also transfer all agreed to and finalized documentation to the State Project team. The format and the medium of transfer will be at the discretion of Contractor.

7.10.8 Task 6 — Testing

The new System must follow structured Component (Unit), System, User Acceptance Tests (UAT), Formal Acceptance Tests (FAT), and Pilot Tests prior to production deployment for each Phase. This includes emphasis on testing new functionality, as well as regression testing of already accepted functionality to ensure that changes to software have not adversely affected existing code. Each phase of testing requires the development of a thorough Test Plan, including test cases, scripts, data sheets, and expected results. The tests that are developed must be repeatable and must be directly traceable to the requirements.

System testing, UAT, and FAT must be driven by Requirements and Design, and must adhere to detailed test plans and test scripts. State Project team and Contractor all have significant roles in the testing process. The Contractor must thoroughly test the software itself before the State UAT and FAT teams begin their work.

For each release, this includes component/unit testing, System/integration testing, volume and stress testing, performance testing, and load balancing testing prior to User Acceptance Testing and FAT. When the Contractor test results are validated by the State Project team and the QA Provider, UAT can commence. Upon the completion of the UAT and FAT, each release's overall readiness will be assessed and a decision made (i.e., GO/NO GO) regarding deployment.

System Testing Periodic Reviews — During testing tasks, the Contractor must schedule periodic reviews for the State to measure overall progress, status and work products. These reviews will be conducted at the State's option and may be conducted by the State at a location of State's choice.

7.10.9 Testing — Subtasks

At a minimum, the following subtasks must be completed by the Contractor. The Contractor may propose additional tasks as needed to achieve the task goals.

7.10.9.1 System Testing

During this phase the Contractor will perform various Unit, Subsystem and Integrated System qualification tests of all System functionality. The Contractor will be responsible for generating the test data and test cases to be used for its own System qualification test. The Contractor must develop the new System using a structured System life cycle development methodology that includes the following types of test activities:

7.10.9.2 Unit or Module Test

This type of test is used to validate that an individual program module or script functions correctly. Each System module that has been developed will be tested to ensure that all module functionality is working properly. If a module interacts with other modules, the interfaces between the modules are 'stubbed' out or removed so that only the module itself is tested in isolation. This testing phase is the only testing phase that does not require the creation of the documentation described in the Test Planning Documentation deliverable.

7.10.9.3 Subsystem Integration Test

This type of test ensures that small groupings of modules are working properly. Groups of modules that work together must be isolated and tested to ensure that key activities work properly from end to end. This type of testing is generally performed by developers in the development environment. This is expected by the State Project team to be the first phase of testing where all test planning and documentation activities listed in the Test Planning Documentation must occur.

7.10.9.4 System Qualification Test

This phase of testing involves testing the new System's functionality end-to-end, including testing all interfaces to internal and external systems that interact with the new System. This test must cover System performance, volume, stress, and load balance testing and focus on verifying that the System's functionality conforms to the requirements that were defined for the new System.

System documentation must be reviewed to ensure that it encompasses the scope of the release. This test will be conducted in an environment synchronized with the target production environment and is conducted by the Contractor testing team that is independent of the development team. This test must also ensure that the conversion and use of legacy system data does not generate any errors. The Contractor will perform System qualification testing until all major errors, as defined by the State and Integrated Eligibility have been remediated within the System (e.g., key missing key functionality, computational errors etc.).

7.10.9.5 Regression Testing

The Contractor will be responsible for regression testing for the new System. Regression Testing encompasses the re-running of previously completed test cases after new functionality or bug fixes have been added to the System. The Contractor is required, through Regression Testing, to ensure that any changes made to the new System have not altered previously working System functionality.

7.10.9.6 Readiness Certification

The Contractor must define the process and mechanism for providing the State Project team with a readiness certification for the new System.

This readiness certification will be the Contractor's statement that the System has passed all internal testing and is now ready for User Acceptance Testing (UAT). Once the Readiness Certification has been delivered, the Contractor will schedule a System walkthrough with representative Integrated Eligibility project team members. The walkthrough will demonstrate that all areas of the System are working properly and match documented requirements.

If any errors related to requirements (other than acceptable cosmetic errors) are found during the demonstration, the UAT may not proceed. The State Project team will also establish a defect threshold. When the defect threshold is reached during the UAT, the State may initiate the process to claim applicable damages from the Contractor.

7.10.9.7 Site Readiness Assessments

The Contractor must work with the State Project team to establish minimum site readiness requirements for each physical location. The Contractor will be responsible for developing site readiness assessment tools approved by the State Project team.

Based on the results of the site assessments performed by the Project, the Contractor shall prepare a series of site assessment reports addressing all sites affected for State Project team review and acceptance.

7.10.9.8 User Acceptance Testing (UAT)

Once the State Project team has received the Readiness Certification from the Contractor and a successful walkthrough of System functionality has been completed, UAT can commence.

The Contractor will be responsible for providing on-site support to the Project during the planning and execution of UAT. Contractor support must involve assistance with following activities:

1. Plan and set up Test environment
2. Provide an efficient approach to testing that maximizes parallel and overlapping test activities
3. Explain how development has interpreted requirements
4. Communicate information about problems encountered during earlier test phases
5. Respond to and fix reported defects
6. Determine workarounds to be used during test scenario execution
7. Provide information concerning the content of code builds during test execution
8. Track details and provide summary reporting on testing plans, progress, issues, and interim results during test execution

The Contractor will be responsible for preparing, installing, and configuring the System in the Project UAT environment. The Contractor will be responsible for coordinating all environment setup activities with State Project staff and external parties. The Contractor will be responsible for ensuring the new System is properly integrated into the Project environment and that it is properly interfaced with all required existing external systems. The Contractor is also responsible for the setup, installation, and integration of the new System in all locations that are in scope for UAT activities.

The Contractor must notify the State of all required UAT hardware with sufficient notice so that the hardware can be purchased and procured in time for the setup of the UAT environment.

The Contractor must maintain responsibility for System operations throughout UAT.

Once the key function walkthrough has been completed with no errors, the System must be made available to State Project staff, who will conduct a formal UAT of the new System. The Contractor will have the following responsibilities:

1. Develop Core Functional UAT Test Scripts and UAT Tester Training Materials with approval of the State Project manager and QA Provider. Test scripts must thoroughly test conversion each functional requirement

2. Develop, maintain and refresh the UAT Test Environment (including database and loaded test cards). This must be a separate environment from the production environment
3. Provide system training for the UAT Testers
4. Provide on-site support of UAT Testers
5. UAT in Cooperation with State Project team
6. Provide an application for the capture, reporting, and tracking of errors identified during UAT
7. Document UAT Results
8. Fix any errors identified as a result of UAT

The Contractor may be required during the UAT to incorporate additional test scenarios, documenting their inclusion and test results. During the course of testing, the Contractor will be responsible for maintaining the UAT environment and maintaining the UAT Tools including test cards and base data-set.

The State is expecting that testing will occur in two rounds. The first round will be used to identify errors and the second round will be used to validate that all errors have been fixed.

The UAT will not be considered complete until the System is capable of meeting the exit criteria approved by the State Project team and outlined in the Test Planning Documentation. After successful completion of the UAT, the Contractor will provide the State team notice that the System is ready for FAT and Pilot Testing.

7.10.9.9 Formal Acceptance Testing (FAT)

Once the UAT is completed, the System will undergo FAT. The System will be ready for FAT only after the Project has performed a thorough UAT of all System functionality, and that test has successfully passed the exit criteria found in the Test Planning Documentation for the UAT. The FAT will include Federal participation and guidance.

In this task the Contractor facilitates and supports the conduct of FAT and remedies all errors identified during testing. The task includes a requirement for the Contractor to provide on-site support for the duration of FAT. The Contractor is to propose and justify its approach to testing and suggest sequential, concurrent, overlapping, or some combination of approaches to meet the purpose and needs of FAT.

The Contractor will be responsible for preparing, installing, and configuring the System in Project FAT environment. The Contractor will be responsible for coordinating all environment setup activities with State Project staff and Integrated Eligibility staff. The Contractor will be responsible for ensuring the new System is properly integrated into the Project environment and that it is properly interfaced with all required existing external systems.

The Contractor must maintain responsibility for System operations throughout FAT.

The Contractor is expected to fully participate and support the CMS Gate Review process. Also, once the key function walkthrough has been completed with no errors, the System must be made available to the State Project staff and the Integrated Eligibility staff, who will participate in the FAT of the new System, if required by CMS. The Contractor will have the following responsibilities:

1. Develop Core Functional FAT Test Scripts and FAT Tester Training Materials with approval of the State. Test Scripts must thoroughly test conversion and each functional requirement
2. Develop, maintain and refresh the FAT Test Environment (including database and loaded test cards). This must be a separate environment from the production environment
3. Provide system training for the FAT Testers
4. Provide on-site support of FAT Testers
5. FAT in Cooperation with the State Project team and Integrated Eligibility as required
6. Provide an application for the capture, reporting, and tracking of errors identified during FAT
7. Document FAT Results
8. Fix any errors identified as a result of FAT

The Contractor may be asked during the FAT to incorporate additional test scenarios, documenting their inclusion and test results. During the course of testing, the Contractor will be responsible for maintaining the FAT environment.

7.10.9.10 Pilot Testing

In this task, the Contractor will support and facilitate the new System pilot test in a number of pre-determined designated pilot locations and the State office. The State expects to conduct pilots for each program in a minimum of five (5) counties for a minimum of six (6) months.

Once the new System has passed UAT and FAT and has been formally accepted, a System Pilot will be conducted at the pilot sites. The Contractor is to conduct testing and suggest ways to efficiently execute Pilot testing in a manner that will save time through overlapping, parallel activities, where possible.

The purpose of the Pilot is to verify that the System works correctly in conditions of actual use outside and within the State office. In order to reduce the load on remote locales and to reduce the functional issues that can occur when running two Systems simultaneously, it has been decided that the old and new Systems will not be run in parallel in the same pilot area(s).

The Contractor must run a System Pilot Meeting with designated personnel from the State Project team in attendance. The purpose of the System Pilot Kickoff meeting will be to discuss and receive approval for the proposed scope of the System Pilot, the System Pilot's schedule, and to discuss the action plan for the setup and operation of the Pilot.

7.10.9.11 Help Desk Training

The Contractor will be responsible for providing training to all Help Desk staff that will be tasked with handling Pilot-related issues. During the Pilot Test, any issues that cannot be handled by the Help Desk will be escalated to the Contractor for assistance. The Contractor must have staff available to assist with issues that are escalated to them from the Help Desk during Pilot Testing.

7.10.9.12 Pilot Training

Before the Pilot begins, Contractor will be responsible for providing on-site training for the staff that will be involved in the testing at pilot sites. The necessary steps for the pilot training must include:

1. Develop the Training Plan
2. Develop the Curriculum and Training Materials
3. Develop, implement and deliver Train-The-Trainers sessions
4. Develop and Maintain the Training Database
5. Manage the Training Schedule and Logistics
6. Produce Materials including Computer Based Training
7. Provide Training

7.10.9.13 Data Conversion and Synchronization for the Pilot

The Contractor will be required to convert all databases in the legacy System to the correct format and load the required data for the testing of the new System. This conversion of the database must occur immediately prior to implementation of the Pilot to ensure that current data is in use by the System during the Pilot.

If a phased implementation approach is used, the Contractor is responsible for continued data conversion and synchronization between old and new System until full implementation is achieved.

7.10.10 Load and Stress Test, High Availability Testing and Disaster Recovery Testing

The Contractor will be responsible for load and stress testing for the new System as well as validation of fault tolerance and planned disaster recovery capabilities of the system. Load and Stress Testing validates the system's ability to continue operations under maximum loads and stressed conditions. The Contractor is expected to load the system to a minimum of 125% of number of planned users and volume of transactions using automated loading tools. It is especially important to validate the performance of the Rules Engine and the MDM technology under stressed conditions. The Contractor is also responsible to conduct a complete run through of the system's fault tolerance and disaster recovery technologies and processes.

7.10.10.1 *Evaluate Pilot, Modify and Retest System*

When problems are found during Pilot Testing, the Contractor will be responsible for correcting errors and preparing new versions of the System software for implementation. Before implementing the new versions in the pilot environment, regression testing (as per the procedures found in the Regression Testing section of this SOW) must occur. Once the new version of System code has passed regression testing, the Contractor is responsible for implementing the code in the pilot testing environment. The Contractor will be responsible for communicating any relevant code version change or implementation related information to all pilot testers in advance of any changes being made in the pilot environment.

The Program Office / Steering Body / Core Team and the Project Director must approve all System revisions resulting from the evaluation of the Pilot. Following any System revisions made, the Contractor will conduct an abbreviated acceptance test (if deemed necessary for the Project) with State Project team participation as directed by the State Project Manager.

7.10.10.2 *System Documentation Updates — Testing*

Once the System has been tested, the Contractor will make updates to any of the System documentation (development, training, security, design, requirements, etc.) to reflect any changes that have occurred during the testing process. The Contractor must also transfer all agreed to and finalized documentation to the State Project team. The format and the medium of transfer will be at the discretion of the State.

7.10.10.3 *Testing — Deliverables*

At a minimum, the following deliverables must be completed by the Contractor. The Contractor may propose additional deliverables as needed to achieve the task goals.

Deliverable 34 — System Testing — Test Results

The Contractor must provide the documentation of the various test results from each type of the system test including:

1. Unit/Module Tests
2. Subsystem Integration Tests
3. System Qualification Tests
4. Regression Tests
5. System Testing Periodic Reviews

Deliverable 35 — System Readiness Certification for UAT

The Contractor must provide a System readiness certification document with accompanying test results to the State based on the tasks as described in System readiness assessment and that the following criteria have been met by the System:

1. System meets all functional requirements
2. System meets all non-functional requirements
3. System has passed the System Qualification Test with no known major errors
4. Successful execution of the test scripts(s) for the current test phase.
5. No open critical, major, or average severity defects unless the issue is determined to be low impact and low risk
6. Stability of all modules and components in the test environment.

This readiness certification will be the Contractor's statement that the System has passed all internal testing and is now ready for UAT. Once the Readiness Certification has been delivered, the Contractor will set up a System walkthrough with representative State Project and Integrated Eligibility project team members. The walkthrough will demonstrate that all areas of the System are working properly and match documented functional and non-functional requirements.

Deliverable 36 — Site Readiness Reports

The Contractor must prepare a series of site assessment reports based on the results of the site assessments addressing all remote sites in the State.

The Contractor must review each of the site analysis reports and provide the State Project Director with a technical memorandum identifying any areas of concern related to the implementation of the new System at a particular site. This report will also explain the cause of the issue at that particular site and make recommendations on how each issue will be remedied before the rollout of the new System.

Deliverable 37 — UAT Report

The Contractor must prepare a UAT report documenting all the test results including any errors and resolutions identified as a part of the UAT test.

The UAT report must summarize the UAT results and whether the UAT objectives were met. At a minimum, it must cover:

1. Achievement of UAT objectives
2. Test execution results by test cycle
3. Test execution statistics and trends

4. A plan to address any UAT test issues still unresolved

Deliverable 38 — FAT Report

The Contractor must prepare a FAT report documenting all the test results including any errors and resolutions identified as a part of the FAT test, based on the tasks as described in FAT

The FAT report must summarize the FAT results and whether the FAT objectives were met. At a minimum, it must cover:

1. Achievement of UAT objectives
2. Test execution results by test cycle
3. Test execution statistics and trends
4. A plan to address any UAT test issues still unresolved

Deliverable 39 — Pilot Plan

This document must include the objectives of the pilot, pilot staffing and timelines, procedures for setup and configuration of the pilot environment, pilot risks and contingencies, and pilot testing and sign-off requirements.

In order to reduce the load on remote locales and to reduce the functional issues that can occur when running two Systems simultaneously, it has been decided that the old and new Systems will not be run in parallel in the same pilot area(s).

Deliverable 40 — System Pilot Evaluation Report

Following the end of the pilot, the Contractor, with input from the pilot participants, will complete and submit an evaluation report of the System pilot. The evaluation report must address the following factors:

1. System stability
2. Meeting functional requirements
3. User satisfaction
4. Impact on Participant flow and convenience
5. Impact on County operations
6. Availability and accuracy of State level data
7. Adequacy of help messages and user documentation
8. Security and System integrity

9. Need for modification of System or user processes

Deliverable 41 — System Operations Documentation

The Contractor must prepare and submit System Operations Documentation that describes all required Systems operational activities and provides guidance on System maintenance and enhancement practices, tools, and approaches. The Contractor must also provide any additional documentation, such as Commercial off the Shelf (COTS) software user manuals if applicable.

The System Operations Documentation must encompass System functionality from a remote user's perspective, a State business user's perspective, and from an information technology and System operations perspective.

These manuals must include the following types of information:

1. A description of how to use the System based on user roles and responsibilities
2. A list of prebuilt reports and their descriptions
3. A description of all screens and how they are interrelated
4. A description of all help and navigation functions and how to use them
5. A complete list of error messages, their descriptions, and how to resolve the errors
6. A list of all included System documentation and its use
7. How to troubleshoot common System problems
8. A description of the key data tables, elements, and their contents
9. How to perform System maintenance functions like data backup and recovery, run batch processes (if applicable), perform data cleanup, and administer user accounts and permissions
10. How to troubleshoot common System problems
11. A listing of all logs and how to interpret them
12. Key System capacity management considerations
13. Key security management functionality
14. Contact information for receiving support
15. Where to find disaster recovery and business continuity information related to the System
16. A listing of System interfaces and how to troubleshoot communications problems
17. File descriptions

18. System and System environment configuration baseline

The Contractor must also transfer all agreed to and finalized documentation to the State Project team. The format and the medium of transfer will be at the discretion of the State Project team.

7.10.11 Task 7 — Deployment (Rollout)

The Contractor shall produce a detailed and thorough plan for deployment of the planned functionality for each of the work streams related to each phase. The following are the minimum subtasks that should be addressed by the deployment plan.

7.10.11.1 Data Conversion and Synchronization during Deployment

To help ensure that the Contractor and the State Project team fully understand the extent of the work needed for data conversion, a detailed study of conversion issues and requirements will be required of the Contractor and included in the project's WBS.

The data conversion study must include:

1. Conducting selected site visits to determine conversion requirements
2. Sending conversion questionnaire to each remote site not visited
3. Reviewing conversion analysis with the State Project team, prepare detailed data conversion plan (addressing manual and electronic data)
4. Defining strategies for verifying and/or correcting existing data
5. Developing data conversion scripts and test data conversion scripts

In this task the Contractor must address data migration issues and a plan must be in place to ensure the validation of all conversion routines and the accuracy and completeness of all data.

For this task to be successful, the Contractor must ensure the following:

1. Accountability for data conversion is assigned
2. Data conversion was planned early in the project
3. Process in place for validating conversion success, and mitigating conversion failures
4. Plan for data conversion and synchronization issues during pilot transitions
5. Validation routines exist to ensure conversion success
6. Conversion checklists defined
7. Conversion resources defined
8. Offeror support during conversion communicated

9. Restart and roll-back scenarios in case of conversion failure defined
10. Estimated conversion effort defined
11. Contingency in case of conversion problems defined

7.10.11.2 User Training

Effective training that will provide the required skills to use this new automated tool is critical to the successful implementation and use of the new System. The Contractor will be responsible for the development of user training curricula, schedules, training materials and training evaluation materials. The Contractor will be responsible for the setup and maintenance of an online training environment that allows trainees to access the new System. The Contractor will also be responsible for conducting face-to-face, hands-on, user training in logical groupings at regional locations determined by the State, and for managing all training planning and logistics.

User training must be developed in alignment with the requirements defined in the Training Plan developed by the Contractor and approved by the State Project team.

The System training, in addition to focusing on the navigation and use of the System, must also focus on how the System is integrated into the day-to-day work of end users including new business processes and/or workflows that the System will support.

After the training event, the Contractor must provide the State Project Manager with documented evidence of each trainee's competence to operate the System and integrate its support in to their day-to-day work. Training must be of sufficient length to ensure adequate comprehension. Training must be provided "just in time" prior to deployment and must comprehensively address all System operations as well as security considerations.

The Contractor will be responsible for coordinating training efforts with Integrated Eligibility SMEs who will provide policy and practice support to the Contractor and be present at the training sessions to provide input, as necessary, regarding practice and policy questions or implications.

7.10.11.3 Technical Training

The Contractor must organize and provide formal orientation and training before System deployment, to the State development and operations staff so that they are enabled to manage and maintain the System after successful completion of the testing phase including UAT and any federally mandated testing requirements are met. The Contractor will also involve the State's technical staff in any enhancements to the System to enable the staff to become familiar with the process.

7.10.11.4 Deployment (Rollout)

During System rollout, the Contractor must be responsible for the operation of the System and assisting the State Project team with the implementation of the Help Desk capabilities to support the new System.

Before any deployment can begin, the Contractor must ensure that the following activities have taken place:

1. The new System's Deployment Plan is fully developed, documented and approved and includes the specific time frame and activities associated with the full roll-out of the System
2. All critical resources have been identified and are available to support deployment activities
3. Critical or new technologies have been fully tested and key resources identified to provide needed support
4. Contingency plans are in place to deal with implementation issues that may arise
5. A governance structure and Communication Plan has been developed, documented and approved that defines the implementation decision process and GO/NO GO events
6. Communications have been provided to stakeholders informing them of the implementation process and status has been developed and documented

The Contractor is responsible for performing the System deployment with support from the Project team. At the conclusion of the System deployment, all major System functionality must be available, including:

1. All System functionality described in the functional and non-functional requirements documents
2. Security controls as described in the Security Plan
3. Online access to report generation and data analysis functionality
4. File and data maintenance, archiving functionality, and database synchronization with disconnected sites
5. Working communications amongst all in-scope sites
6. Disaster recovery plans, procedures, and environments are in place
7. Interfaces with external entities are working properly

7.10.11.5 Incident Remediation and Software Warranty Period

The Contractor will be responsible for fixing any errors that occur or are identified during the deployment and two (2) years following operation of the System. The two-year Software Warranty period applies to all "corrective" maintenance and reactive modification of the new System performed after completion of deployment to correct discovered faults with all functionality within the scope of original software development effort. Once a new release has been developed, the Contractor must perform regression testing on the release and receive OHT approval before submitting the release into production. All such fixes are required to occur in a reasonable time frame and will be produced at no additional cost to the State as per Service Level Requirements (SLRs) in this RFP. Following the warranty

period, for all new errors or defects not occurring or identified by the State during the warranty period, the Contractor will address these defects utilizing maintenance and operations (M&O) funds.

At the completion of System implementation, the Contractor and relevant State Project personnel will conduct a System Implementation Checkpoint meeting to assess System performance and status. After this meeting, the Project Director, with input from the Executive Steering Committee, will determine whether the Project can continue into the Maintenance and Operations Support phase.

7.10.11.6 *System Documentation Updates — Deployment*

Once the System has been deployed, the Contractor will make updates to any of the System documentation (operations, training, security, design, requirements, etc.) to reflect any changes that have occurred during the deployment process. The Contractor must also transfer all agreed to and finalized documentation to the Project. The format and the medium of transfer will be at the discretion of the Project.

7.10.11.7 *Deployment — Deliverables*

At a minimum, the following deliverables must be completed by the Contractor. The Contractor may propose additional deliverables as needed to achieve the task goals.

Deliverable 42 — Data Conversion and Synchronization Plan

The Data Conversion and Synchronization Plan must provide a field-by-field mapping (including how the values will be converted) from the legacy System to the new System, including the following:

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

The Plan must detail any data “clean up” procedures in the individual local agencies that can effectively improve the conversion effort. The Conversion Plan must take into account possible exceptions to full conversion of the databases. It must also detail exception reports that will be produced by the conversion programs and provide for a fully reviewable conversion of data files.

If a phased implementation approach is used, the Contractor is responsible for continued data conversion and synchronization between old and new System until full implementation is achieved.

Deliverable 43 — Training Plan

The Training Plan must describe the types of training and the audience for each, provides a description of training materials, provide a description of training methodology, include a detailed list of topics to be covered for each type of training, and describe the methodology for evaluation of training effectiveness. The plan must provide an overview of tools and materials to be employed in the training including workbooks, handouts, evaluative materials, and a training System if employed. The types of training must include, at a minimum, remote user, State office user, Enterprise System Administrator, and “train-the-trainer” training. Changes to Integrated Eligibility policies and procedures must be incorporated into State and local agency and remote user training. The plan must detail curriculum and materials development, training-of-trainers development (if necessary), training database development and maintenance, training roll-out schedule, materials production including computer based training (if necessary), training schedule including number of days and preliminary agendas for the training. The plan must identify the proposed training staff.

Deliverable 44 — Training Materials

The training materials will include items used to conduct the training sessions for the System which will ensure that training objectives are met. These materials can include presentations, demonstrations, activities, handouts and other required documentation. These materials must also include training plans, evaluation materials, and training maintenance and support plans. An electronic copy of all training materials must be provided to the State Project team.

Training materials will be required for each of the training types described in the training plan. Training Materials should be incorporated into the system as online help files accessible to users online. Each individual trainee should receive a copy of the training materials.

Deliverable 45 — Infrastructure Services Deployment Report

The Infrastructure Services Deployment report is provided after successful deployment of the required services described in the Operational Impact section of the SOW. The infrastructure Services Deployment deliverable, at a minimum, must address the implementation of the following infrastructure services related to the System:

1. Remote Access Infrastructure
2. Patch and Remote Security Management Infrastructure
3. Service Desk Enhancements
4. Code Migration Infrastructure
5. Software Configuration Management Infrastructure
6. Change and Release Management
7. Data Retention and Archiving Infrastructure

8. Performance Reporting Infrastructure

Deliverable 46 — System Maintenance, Support and System Transition Plan

The Contractor must provide a written plan for the transition of system maintenance and operation from the Contractor to the State, including notification of any procedural, staffing, or resources requirements.

Deliverable 47 — System Incident Reports — Warranty

All incidents and defects that occur during the Warranty period that are part of the System scope (and under Warranty agreement) must be documented and communicated with the Project Manager within a reasonable, agreed upon time frame, on a regular basis. The incident report must contain the severity of the incident, a description of the incident, incident resolution status, and the proposed course of action for remedying all open incidents.

Deliverable 48 — Corrective Maintenance Reports

All corrective maintenance requests that are part of the System scope that occur during the Warranty period must be documented and communicated with the Project Manager within a reasonable, agreed upon time frame, on a regular basis. The maintenance report must contain the description of the maintenance request, resolution status, and the proposed course of action for remedying all open maintenance requests.

Deliverable 49 — System Source Code and Documentation

At the completion of the project, the Contractor must conduct a review with the Project team and identify any documentation that must be updated as a result of changes during the two-year warranty period. The Contractor will be required to update the documentation and provide it to the State for review and final acceptance.

The following documents are some of the critical documents that must be updated and provided to the Project Manager at the completion of the project:

1. System Operations Documentation
2. Functional Design Document
3. Technical Design Document
4. SOA Handbook
5. SOA models
6. System architecture
7. Training materials

8. Security Plan
9. Disaster Recovery Plan
10. Capacity Plan
11. Infrastructure Services Plan and Report
12. Data Conversion and Synchronization Source Code and Documentation

The Contractor must identify any of the Project's proprietary documentation and return it to . Any electronic copies of Project proprietary information stored on Contractor equipment must be deleted or transferred back to the State.

The Contractor must provide the State with a complete set of documented source code for the System. As part of the transfer of source code, the Contractor must conduct a high-level workshop with the State technical personnel explaining the structure of the source code and how to navigate and find key aspects of the System functionality within the code.

The Contractor must also transfer all agreed to and finalized documentation to the State. The format and the medium of transfer will be at the discretion of the State.

7.10.12 Task 8 — Infrastructure and Application Service Provider Contract — Software Maintenance and Operations (M&O)

At a minimum, the following services must be completed by the Contractor. The Contractor may propose additional deliverables as needed to achieve the task goals Software Maintenance and Operations — Subtasks

7.10.12.1 *System Incident Resolution*

Maintenance and Operations of the System includes software faults that are not a part of the scope of the original development effort. All incidents that occur as part of ongoing operations must be addressed and resolved within a reasonable timeframe as per the SLRs described in this RFP.

7.10.12.2 *Adaptive Maintenance*

All changes and fixes will be implemented based on a mutually agreed upon schedule. All changes will go through all phases of testing by the Contractor and project Program Office. The test results must be documented and provided to the State Project Manager for approval before a decision is made to put the new release into Production. All relevant system documentation will be updated and provided to the State at the conclusion of any System changes.

7.10.12.3 *System Enhancements*

If the State determines that System enhancements are required, it will submit a request for those modifications to the Contractor. The Contractor will analyze the changes and provide a cost estimate

for performing those changes to the system. These cost estimates will be negotiated based on rates proposed and agreed to in the Cost Proposal. The project Program Office can then decide whether it wishes to move forward with the requested enhancements, which will be incorporated as a change order to the contract.

7.10.12.4 *Software Maintenance and Operations — Deliverables*

At a minimum, the following deliverables must be completed by the Contractor. The Offeror may propose additional deliverables as needed to achieve the task goals.

Deliverable 50 – Tier 2 & 3 Help Desk Plan – M&O

The Contractor is responsible for developing a Tier 2 & 3 Help Desk Plan that indicates how support will be provided and how escalated incidents are resolved. The Help Desk will use ITIL v3 compliant Incident and Problem Management processes. The plan must include a proposed organizational structure, service level commitments related to the resolution of logged incidents (based on issue priority or severity), and metric reporting for monitoring the system and Help Desk performance. The plan will be consistent with State requirements and format, with inputs from that State and the IV&V Vendor. The Help Desk shall use a COTS IT Service Desk solution and interface with the Contractor defect and quality management tools.

Deliverable 51 — System Incident Reports — M&O

All incidents that occur during the Base and Optional Extension M&O periods must be documented and communicated to the State within a reasonable, agreed upon timeframe, on a regular basis. The incident report must contain the severity of the incident, a description of the incident, incident resolution status, and the proposed course of action for remedying all open incidents.

Deliverable 52 — Adaptive Maintenance Reports

All adaptive maintenance requests that occur during the M&O period must be documented and communicated with the State Project Manager within a reasonable, agreed upon timeframe, on a regular basis. The maintenance report must contain the description of the maintenance request, resolution status, and the proposed course of action for remedying all open maintenance requests.

Deliverable 53 — System Enhancements Reports

All system enhancement requests (changes requiring 200 or more hours of effort) that occur during the M&O period must be documented and communicated with the State Project Manager within a reasonable, agreed upon timeframe, on a regular basis. The enhancement report must contain the description of the enhancement request, progress, and the test results and outcome of each request.

7.10.13 Task 9 — Project Completion

Upon the completion of the Warranty and Base Maintenance and Operations Periods, the Contractor will perform all activities necessary to close out the Phase or Project. This includes updating and

transferring all System documentation to the State, performing formal contract closure, and transitioning all System responsibilities over to the Project team.

7.10.13.1 *Transfer of Materials*

At the completion of the project, the Contractor must conduct a review with the Project team and identify any documentation that must be updated as a result of changes during the Warranty Period or M&O Period(s). The Contractor will be required to update the documentation and provide them to the State for review and final acceptance.

The Contractor must identify any of the State's proprietary documentation and return it to OHT. Any electronic copies of Integrated Eligibility proprietary information stored on Contractor equipment must be deleted or transferred back to the State.

The Contractor must release the source code to the State at completed milestones with a complete set of documented source code for the System after successful completion of UAT and any federally mandated testing requirements are met. As part of the transfer of source code, the Contractor must conduct a high-level workshop with the State explaining the structure of the source code and how to navigate and find key aspects of the System functionality within the code.

7.10.13.2 *System Documentation Updates*

The Contractor will make updates to any of the System documentation (operations, training, security, design, requirements, etc.) to reflect any changes that have occurred during the Warranty or M&O period(s).

7.10.13.3 *Project Completion — Deliverables*

At a minimum, the following deliverables must be completed by the Offeror. The Offeror may propose additional deliverables as needed to achieve the task goals.

Deliverable 54 — Updated System Source Code and Documentation — Phase Completion and Project Closeout

At the completion of the Warranty or M&O period(s), the Offeror must conduct a review with the State Project team and identify any documentation that must be updated as a result of changes during the Warranty or M&O Period(s). The Contractor will be required to update the documentation and provide them to the State Project team for review and final acceptance.

7.10.14 Task 10 — Optional Extension Maintenance and Operations Period

At the expiration of the Base Maintenance and Operations Period, OHT may elect to enter an Optional Extension M&O Period. The State will be able to sign up for as many as two (2) two-year Optional Extension Periods for M&O services similar to those offered in the Base M&O Period for the System. The scope of services covered under the Optional Extension M&O Period will be the same as the Base M&O Period.

8.0 Performance Measures and Service Levels

This section sets forth the performance specifications for the Service Level Agreements (SLA) and Service Level Objectives (SLO) to be established between the Contractor and the State. For the two highest level activities contained in this RFP.

1. Solution Development, also referred to as “the Project”
2. Ongoing Run Services for production operations

Each will be presented in turn. Offerors are to note that service levels associated with the Project and Ongoing run services are independent of one another and in all cases shall only refer to the activities, responsibilities and costs associated with each high level activity area.

The section contains the tables and descriptions that provide the State framework, expectations relating to service level commitments, and the implications of meeting versus failing to meet the requirements and objectives, as applicable. This document defines the State’s detailed performance, management, and reporting requirements for the Project Implementation Project and to all subsequent Project related services and phases that are contracted under future Statements of Work between the State and the Contractor related to this RFP.

Both the State and the Contractor recognize and agree that new categories of Service Levels and performance specifications may be added during the term of the Contract as business, organizational objectives and technological changes permit or require.

The mechanism set out herein will be implemented to manage the Contractor’s performance against each Service Level, in order to monitor the overall performance of the Contractor.

The Contractor will be required to comply with the following performance management and reporting mechanisms for all Services within the scope of this RFP:

Service Level Specific Performance – Agreed upon specific Service Levels to measure the performance of specific Services or Service Elements. Most individual Service Levels are linked to financial credits due to the State (“Performance Credits”) to incent Contractor performance.

Overall Contract Performance – An overall performance score of the Contractor across all Service Levels. The overall performance score is linked to governance and escalation processes as **needed** to initiate corrective actions and remedial processes.

8.1 Service Level Specific Performance Credits

Each Service Level (SL) will be measured using a “Green-Yellow-Red” traffic light mechanism (the “Individual SL GYR State”), with “Green” representing the highest level of performance and “Red” representing the lowest level of performance. A Performance Credit will be due to the State in the event a specific Individual SLA GYR State falls in the “Yellow” or “Red” state. The amount of the Performance Credit for each SLA will be based on the Individual SLA GYR State. Further, the amounts of

the Performance Credits will, in certain cases, increase where they are imposed in consecutive months. No Service Level Performance Credit will be payable for the Contractor's failure to meet a Service Level Objective.

Set forth below is a table summarizing the monthly Performance Credits for each SLA. All amounts set forth below that are contained in a row pertaining to the "Yellow" or "Red" GYR State, represent Performance Credit amounts.

Consecutive Months Credit Table (SLA Performance Credits)												
Individual SL GYR State	1 st Month	2 nd Month	3 rd Month	4 th Month	5 th Month	6 th Month	7 th Month	8 th Month	9 th Month	10 th Month	11 th Month	12 th Month
Red	A =1.71% of MPC	A + 50% of A	A + 100% of A	A + 150% of A	A + 200% of A	A + 250% of A	A + 300% of A	A + 350% of A	A + 400% of A	A + 450% of A	A + 500% of A	A + 550% of A
Yellow	B = 0.855% of MPC	B + 50% of B	B + 100% of B	B + 150% of B	B + 200% of B	B + 250% of B	B + 300% of B	B + 350% of B	B + 400% of B	B + 450% of B	B + 500% of B	B + 550% of B
Green	None	None	None	None	None	None	None	None	None	None	None	None

The Contractor agrees that in each month of the Contract, up to 12% of the monthly project charges (MPC) associated with the Project Implementation portion of this RFP will be at risk. MPCs are the charges for the deliverables accepted during a given month. The MPC for the Project Implementation will be at risk for failure to meet the Service Levels set forth in the Contract. The Contractor will not be required to provide Performance Credits for multiple Performance Specifications for the same event; the highest Performance Credit available to the State for that particular event will apply.

On a quarterly basis, there will be a "true-up" at which time the total amount of the Performance Credits will be calculated (the "Net Amount"), and such Net Amount will be set off against any fees owed by the State to the Contractor.

Moreover, in the event of consecutive failures to meet the Service Levels, the Contractor will be required to credit the State the maximum Performance Credit under the terms of the Contract.

The Contractor will not be liable for any failed Service Level caused by circumstances beyond its control, and that could not be avoided or mitigated through the exercise of prudence and ordinary care, provided that the Contractor immediately notifies the State in writing and takes all steps necessary to minimize the effect of such circumstances and resumes its performance of the Services in accordance with the SLAs as soon as possible.

For example, if an Individual SL GYR State is Yellow in the first Measurement Period, Red in the second Measurement Period and back to Yellow in the third Measurement Period for an SLA then the Performance Credit due to the State will be the sum of Yellow Month 1 (B) for the first Measurement Period, Red Month 2 (A + 50% of A) for the second Measurement period, and Yellow Month 3 (B + 100% of B) for the third Measurement period, provided (1) such Performance Credit does not exceed 12% of

the MPC (the At-Risk Amount); and, (2) no single Service Level Credit will exceed 20% of the total At-Risk Amount, as stated below:

Service Level Performance Credit payable to the State = (B) + (A + 50% A) + (B + 100% B), based on an illustrative MPC of \$290,000;

SLA Calculation EXAMPLE						
Monthly Project Charge (MPC) = \$290,000.00						
Monthly At Risk Amount = 12% of MPC = \$34,800						
Maximum for any one SLA = 20% of At Risk Amount = \$6,960						
GYR State	1 st Month		2 nd Month		3 rd Month	
Red	0	\$	0	\$ 7,438.50	0	
Yellow	1	\$ 2,479.50	1		1	\$ 4,959.00
Green	6	\$	6		6	
Totals	7	\$ 2,479.50	7	\$ 7,438.50	7	\$ 4,959.00
Adjusted Totals by At Risk Amount and 20% per individual SLA Limitations	(Is monthly total of all Service Level Credits equal to or less than \$34,800?) - Yes		(Is monthly total of all Service Level Credits equal to or less than \$34,800?) - Yes		(Is monthly total of all Service Level Credits equal to or less than \$34,800?) - Yes	
	(Is monthly amount for any one Service Level Credit equal to or less than \$ 6,960?) - Yes		(Is monthly amount for any one Service Level Credit equal to or less than \$ 6,960?) - No		(Is monthly amount for any one Service Level Credit equal to or less than \$ 6,960?) - Yes	
	\$ 2,479.50		\$ 6,960.00		\$ 4,959.00	
Total Quarterly Credit:	\$ 2,479.50	+	\$ 6,960.00	+	\$ 4,959.00	
Total Quarterly Credit:	\$ 14,398.50					

The total of any weighting factors may not exceed 100% of the total At-Risk Amount.

To further clarify, the Performance Credits available to the State will not constitute the State's exclusive remedy to resolving issues related to the Contractor's performance.

Service Levels will commence with Project initiation for the Implementation Project.

8.2 Overall Contract Performance

In addition to the service specific performance credits, on a monthly basis, an overall SL score (the "Overall SL Score") will be determined, by assigning points to each SL based on its Individual SL GYR State. The matrix set forth below describes the methodology for computing the Overall SL Score:

Individual SLAs and SLOs GYR State	Performance Multiple
Green	0
Yellow	1
Red	4

The Overall SL score is calculated by multiplying the number of SLAs and SLOs in each GYR State by the Performance Multiples above. For example, if all SLAs and SLOs are Green except for two SLAs in a Red GYR State, the Overall SL Score would be the equivalent of 8 (4 x 2 Red SLAs).

Based on the Overall SL Score thresholds value exceeding a threshold of 15, the Executive escalation procedures outlined in Section 7 will be initiated to restore acceptable Service Levels. If a successful resolution is not reached, then the State may terminate the Contract for cause if:

- a) The overall SL score reaches a threshold over a period of 3 consecutive months with the equivalent of 50% of the service levels in a red state; and the Contractor fails to cure the affected Service Levels within 60 calendar days of receipt of the State’s written notice of intent to terminate; **OR**
- b) The State exercises its right to terminate for exceeding the threshold level of 75% of Service levels in total over a six (6) month period.

The Overall Contract Performance will not constitute the State’s exclusive remedy to resolving issues related to the Contractor’s performance. The State retains the right to terminate for Overall Contract Performance under the terms of this Contract.

8.3 Monthly Service Level Report

On a State accounting monthly basis, the Contractor will provide a written report (the “Monthly Service Level Report”) to the State which includes the following information: (i) the Contractor’s quantitative performance for each Service Level; (ii) each Individual SL GYR State and the Overall SL Score; (iii) the amount of any monthly Performance Credit for each Service Level (iv) the year-to-date total Performance Credit balance for each Service Level and all the Service Levels; (v) a “Root-Cause Analysis” and corrective action plan with respect to any Service Levels where the Individual SL GYR State was not “Green” during the preceding month; and (vi) trend or statistical analysis with respect to each Service Level as requested by the State . The Monthly Service Level Report will be due no later than the tenth (10th) accounting day of the following month.

8.4 Service Level Review and Continual Improvement

8.4.1 Service Levels Review

Initial Review: Within three months of Project initiation, the Parties will meet to review the Service Levels and the Contractor’s performance and discuss possible modifications to the Service Levels. Any changes to the Service Levels will be only as agreed upon in writing by the Parties.

Ongoing Review: On an ongoing basis, the Parties will meet to review the Service Levels and the Contractor’s performance on a mutually agreed to frequency.

8.5 Service Level Commitments – Project Implementation Services

The Contractor will meet the Service Level Commitment for each Service Level set forth in the charts below:

Service Level	State Requirements			
	SLA or SLO	Support Hours	Required	
			Response	Resolution

	State Requirements			
Defect Resolution – Priority 1 Items	SLA	7x24	Every 4 hours until resolution	<= 24 hours
Defect Resolution – Priority 2 Items	SLA	7x16	Every 8 hours until resolution	<=72 hours
Defect Resolution – Priority 3 Items	SLO	5x9	Every 24 hours until resolution	<= 7 calendar days
System Test Execution Exit Quality Rate	SLA	-	See specification below	-
Blocking Issues Identification and Removal	SLA	7x24	Every 2 hours until resolution or agreeable workaround is implemented	<=10%%
Regression Testing Performance Issue Find/Fix Rate	SLA	-	See specification below	-
Code Coverage – Automated Test Beds	SLO	-	See specification below	-
Milestone Date Delivery	SLA	-	See specification below	-
Issue Reporting	SLO	-	See specification below	-
Deliverable Acceptance	SLO	-	See specification below	-
UAT Process and Environment Support	SLO	7x9	Every 2 hours until completion of testing effort	-
Development Methodology Compliance– % SDLC Compliance	SLA	-	See specification below	-
Development Methodology Compliance – % Build and Testing Activities	SLO	-	See specification below	-
Development Methodology Compliance - Issues Detected and Resolved in Production	SLO	-	See specification below	-

The Contractor will meet the Service Level Commitment for each Service Level set forth in the detailed descriptions below:

8.5.1 Service Levels – Software Development

Defect Resolution – Mean Time to Repair/Resolve (Priority 1 Items)

Service Level Agreement

Specification: Defect Resolution – Mean Time to Repair/Resolve (Priority 1 Items)

Definition: Mean Time to Repair (Priority 1 Items) will be calculated by determining time (stated in hours and minutes) representing the statistical mean for all Priority 1 Defects for in-scope deliverables in the Contract Month. "Time to Repair" is measured from time and Issue is received at the Contractor Issue/Defect tracking system to point in time when the Defect is resolved or workaround is in place and the Contractor submits the repair to the State for confirmation of resolution.

"Priority 1 Defect Service Request" means an incident where the State's use of a solution service element has stopped or is so severely impacted that the State personnel cannot reasonably continue to work.

This Service Level begins upon Contractor presentation of a deliverable (generally code based) to the State for conducting Acceptance Testing and when this deliverable is initially migrated or otherwise used in a production environment.

Formula:

$$\text{Mean Time to Repair (Priority 1 Outages)} = \frac{\text{(Total elapsed time it takes to repair Priority 1 Defect Service Requests)}}{\text{(Total Priority 1 Defect Service Requests)}}$$

Measurement Period: Accounting Month

Data Source: Monthly Project Report

Frequency of Collection: Per Incident

Service Level Measures

Individual SL GYR State	Incident Resolution – Mean Time to Repair (Priority 1 Defects).
Green	<=24 hours
Yellow	>2 4 hours and <= 48 hours
Red	>48 hours

8.5.2 Defect Resolution – Mean Time to Repair/Resolve (Priority 2 Items)

Service Level Agreement

Specification: Defect Resolution – Mean Time to Repair/Resolve (Priority 2 Items)

Definition: Mean Time to Repair (Priority 2 Items) will be calculated by determining time (stated in hours and minutes) representing the statistical mean for all Priority 2 Defects for in-scope deliverables in the Contract Month. “Time to Repair” is measured from time and Issue is received at the Contractor Issue/Defect tracking system to point in time when the Defect is resolved or workaround is in place and the Contractor submits the repair to the State for confirmation of resolution.

“Priority 2 Defect Service Request” means an incident where the State’s Software or Processing Error that results in a partial or intermittent system outage or unavailability, performance Items that result in undue delay of processing business cycle data and creation of a processing backlog, System performance and availability levels not adhering to agreed upon SLAs, the State’s traditional performance levels, and generally accepted and customary industry standards for similar functions or capabilities, a temporary workaround identified but due to processing, hardware, labor or other considerations is deemed unreasonable by the State, or may be a recurring issue with identified or indeterminate cause.

This Service Level begins upon Contractor presentation of a deliverable (generally code based) to the State for conducting Acceptance Testing and when this deliverable is initially migrated or otherwise used in a production environment.

Formula:
$$\text{Mean Time to Repair (Priority 2 Outages)} = \frac{\text{(Total elapsed time it takes to repair Priority 2 Defect Service Requests)}}{\text{(Total Priority 2 Defect Service Requests)}}$$

Measurement Period: Accounting Month

Data Source: Monthly Project Report

Frequency of Collection: Per Incident

Service Level Measures

Individual SL GYR State	Incident Resolution – Mean Time to Repair (Priority 2 Defects).
Green	<= 72 hours
Yellow	> 72 hours and <= 90 hours
Red	> 90 hours

8.5.3 Defect Resolution – Mean Time to Repair/Resolve (Priority 3 Items)

Service Level Objective

Specification: Defect Resolution – Mean Time to Repair/Resolve (Priority 3 Items)

Definition: Mean Time to Repair (Priority 3 Items) will be calculated by determining time (stated in hours and minutes) representing the statistical mean for all Priority 3 Defects for in-scope deliverables in the Contract Month. “Time to Repair” is measured from time and Issue is received at the Contractor Issue/Defect tracking system to point in time when the Defect is resolved or workaround is in place and the Contractor submits the repair to the State for confirmation of resolution.

“Priority 3 Defect Service Request” means an incident where the State’s Software or Processing Error that results in a partial or intermittent system outage or unavailability, performance items that result in periodic, but not otherwise undue delay of processing business cycle data and creation without the creation of a processing backlog that spans a business cycle, system performance and availability levels not adhering to agreed upon performance parameters, the State’s traditional performance levels, and generally accepted and customary industry standards for similar functions or capabilities, errors or omissions in the software, related software elements, operational processes or software integration suite for which a workaround exists, but have been reported to and accepted by the Contractor, an acceptable State agreed workaround has been identified and implemented, temporary workaround identified with State acceptable processing, hardware, labor or other considerations, may be a recurring issue with identified or indeterminate cause, and items otherwise not classified as a Priority 1 or Priority 2 Defect.

This Service Level begins upon Contractor presentation of a deliverable (generally code based) to the State for conducting Acceptance Testing and when this deliverable is initially migrated or otherwise used in a production environment.

Formula:
$$\text{Mean Time to Repair (Priority 3 Outages)} = \frac{\text{(Total elapsed time it takes to repair Priority 3 Defect Service Requests)}}{\text{(Total Priority 3 Defect Service Requests)}}$$

Measurement Period: Accounting Month

Data Source: Monthly Project Report

Frequency of Collection: Per Incident

Service Level Measures

Individual SL GYR State	Incident Resolution – Mean Time to Repair (Priority 3 Defects).
Green	<= 7 calendar days
Yellow	> 7 calendar days and <= 10 calendar days
Red	> 10 calendar days

8.5.4 Service Levels – Testing Performance

System Test Execution Exit Quality Rate

Service Level Agreement

Specification: System Test Execution Exit Quality Rate

Definition: System Test Execution Exit Quality Rate will be determined using the results of Contractor generated pre-test strategy, executed testing cases including functionality, performance, integration, interfaces, operational suitability and other test coverage items comprising a thorough Contractor executed system testing effort.

“System Test Execution Exit Quality Rate” means the inventory of all test cases performed in conjunction with Contractor system testing, or testing otherwise preceding the State’s User Acceptance Testing efforts, presentation of resultant test performance inclusive of identified errors or issues (by priority), impact areas and overall testing results to the State otherwise referred to as “Testing Results”.

This Service Level begins upon Contractor presentation of the aforementioned Testing Results to the State prior to the State conducting UAT. The initial service level shown for this SLA will be 90.0%, exclusive of Priority 1 issues (which must be resolved prior to presentation to the State) and will be validated during an initial measurement period. Following the initial measurement period, and as a result of any production or commercial use the initial Service Level will be adjusted to 95%. The initial measurement period will be as mutually agreed by the Parties, not to exceed three months.

Formula:

$$\text{Test Quality Exit Rate} = \frac{(\text{Total Test Cases and Conditions Failing Contractor System Test Efforts})}{(\text{Total Test Cases Executed during System Testing Effort})} \times 100$$

Measurement Period: Accounting Month

Data Source: Monthly Project Report

Frequency of Collection: Per Incident

Service Level Measures

Individual SL GYR State	System Testing Test Execution Exit Quality Rate
Green	$\geq 90\%$
Yellow	$\geq 85\%, < 90\%$
Red	$< 85\%$

Blocking Issues – Identification and Removal

Service Level Agreement

Specification: Testing of Blocking Issues – Identification and Removal Rate

Definition: A “blocking issue” is an item that is non compliant, or otherwise fails to meet the overall quality standard agreed for work comprising a release or otherwise described in an approved statement of work between the Contractor and the State, that without remediation causes testing or production efforts to be blocked for a delivery element, a logical system function or set of functions up to and including the overall work product contracted by the State.

If a blocking issue is identified, and meets the standard of prohibiting the State to reasonably conclude testing and accepting a release or SOW in part or in full, meaning no more testing (or promotion to a production environment in a reliable manner) can be completed prior to resolution of the blocking issue, the Contractor will remedy the issue or deliver suitable working and commercially viable alternatives to the State as to resume testing activities and meet the business requirement as requested by the State.

This Service Level begins upon Contractor presentation of the aforementioned Testing Results to the State prior to the State conducting UAT. The initial service level shown for this SLA will be 10.0%, will be validated during an initial measurement period. Following the initial measurement period, and as a result of any production or commercial use the initial Service Level will be adjusted to 5%. The initial measurement period will be as mutually agreed by the Parties, not to exceed three months.

Formula:

$$\text{\% of time lost to blocking issues} = \frac{(\text{Total Planned Test Time} - \text{Time Elapsed Prior to Blocking Issue}) + \text{Test Time Lost to Blocking Condition}}{(\text{Total Planned Test Time})} \times 100$$

Measurement Period: Accounting Month

Data Source: Monthly Project Report

Frequency of Collection: Per Incident

Service Level Measures

Individual SL GYR State	Blocking Issue Identification and Removal
Green	<= 10%
Yellow	>10%, <= 12%
Red	<= 15%

8.5.5 Regression Testing Performance – Issue Find/Fix Rate

Service Level Agreement

Specification: Issue Find/Fix Rate

Definition: Regression Testing Issue find fix rate is the time the Contractor spends resolving issues identified during any testing effort (either System or UAT) as a percentage of the time required to develop the code content associated with a release, enhancement, maintenance fix or otherwise identified for production execution.

The State would like to ensure the Contractor has a prompt response to addressing issues detected during testing and ensure that the Contractor is well aligned with removal of issues detected during testing efforts and that there is a prompt return of the fix to be included a regression testing process.

This Service Level begins upon Contractor presentation of the aforementioned Testing Results to the State prior to the State conducting UAT. The initial service level shown for this SLA will be 10.0% and will be validated during an initial measurement period. Following the initial measurement period, and as a result of any production or commercial use the initial Service Level will be adjusted to 5%. The initial measurement period will be as mutually agreed by the Parties, not to exceed three months.

Formula:

$$\text{\% of Time Repairing Issues} = \frac{\text{Time spent in Regression Fix + Time Spent in Regression Test (Days)}}{\text{(Total Development Time for Release in Days)}} \times 100$$

Measurement Period: Accounting Month

Data Source: Monthly Project Report

Frequency of Collection: Per Incident

Service Level Measures

Individual SL GYR State	Issue Find/Fix Rate
Green	<= 10%
Yellow	>10%, <= 12%
Red	<= 15%

8.5.6 Code Coverage – Automated Test Beds

Service Level Objective

Specification: % Automated Code Coverage

Definition: Amount of Code that is covered using automated testing tools for performance, functionality or scenario testing.

The Contractor is to provide best practices in conjunction with the overall testing effort. To facilitate rapid and quality testing, with a high degree of code coverage, the Contractor will employ automated testing tools and techniques where possible to test core scenarios, scenario variations, regression testing and performance testing

This SL will commence upon the delivery of a function set to the Contractor System testing environment and be in effect during the overall testing effort including Contractor efforts, joint efforts or in support of the State activities as agreed and apply to initial testing elements, regression/fix elements, performance and integration testing prior to production use.

Formula:

$$\text{\% of Code covered by Automated tools} = \frac{\text{Number of Function Points, Test Cases and Variations covered by Automated Testing Tool}}{(\text{Total Number of Function Points, Test Cases and Variations Covered within a Testing Period})} \times 100$$

Measurement Period: Weekly, During Testing

Data Source: Weekly Project Report

Frequency of Collection: Per Test Package

Service Level Measures

Individual SL GYR State	% Automated Code Coverage
Green	>10%%
Yellow	>5%, <= 10%
Red	<= 5%

8.5.7 Service Levels – Project Performance

Milestone Date Delivery

Service Level Agreement

Specification: % Compliance Milestone Dates

Definition: Amount of committed and accepted Project Milestones achieved on time as per the Project plans.

The Contractor is to produce an overall Project plan inclusive of the milestones, activities and deliverables at the commencement of the Project. Due to the overlapping nature of phases, tasks and activities, a measurement period of 1 calendar month will be established to serve as the basis for the measurement window. Vendor will count all milestones, activities and deliverables to be completed during that measurement window and their corresponding committed delivery dates. Any date variations (positive or negative) will be recorded upon the State's acceptance of the deliverable and used in the calculation of this SL.

This SL will commence upon Project initiation and will prevail until Project completion.

Formula:

$$\text{\% Compliance, Milestone Dates} = \frac{\text{Total Days Associated in Prevailing Project Period(s)} - \text{Total Days Milestones were missed}}{\text{Total Days Associated in Prevailing Project Period(s)}} \times 100$$

Measurement Period: Monthly, During Project

Data Source: Weekly Project Report

Frequency of Collection: Weekly

Service Level Measures

Individual SL GYR State	% Compliance Milestone Dates
Green	> 90%
Yellow	>85%, <=90%
Red	<= 85%

8.5.8 Issue Reporting

Service Level Objective

Specification: % Compliance Issue Reporting

Definition: The reporting of any issues impacting the Project to the State for prompt resolution and possible solutions to the State. The Contractor is to promptly report all issues to the Project management and sponsorship personnel within the State upon detection of an issue that will impact overall Project delivery, Project quality, or overall effectiveness of the Project in its intended production operation mode.

Wherever possible, the Contractor must include recommendations as to work-arounds, remedial actions, impact assessment and potential mitigation strategies the State may employ.

This SL will commence upon Project initiation and will prevail until Project completion.

Formula:

$$\text{\% Compliance, Issue Reporting} = \frac{\# \text{ Project Issues Identified during reporting period} - \text{Issues not reported during period Status Reports} - \# \text{ issues} - \text{Other unreported Issues that arise or are discovered subsequent to reporting dates}}{\# \text{ Project Issues Identified during reporting period}} \times 100$$

Measurement Period: Monthly, During Project

Data Source: Weekly Project Report

Frequency of Collection: Weekly

Service Level Measures

Individual SL GYR State	% Compliance Issue Reporting
Green	>90%
Yellow	>85%, <=90%
Red	<= 85%

8.5.9 Deliverable Acceptance

Service Level Objective

Specification: % Deliverable Acceptance

Definition: The State's ability to accept Contractor deliverables based on submitted quality and in keeping with initially defined standards and content for Contractor deliverables.

The Contractor must provide deliverables to the State in keeping with agreed levels of completeness, content quality, content topic coverage and otherwise achieve the agreed purpose of the deliverable between the State and the Contractor. For the avoidance of doubt, the deliverables contained in this RFP as they pertain to the Shared Services Implementation Project and general Ongoing Project Services delivery concepts associated with structured software development will represent the minimum set of expected deliverables.

Notwithstanding the State review and approval cycles, this SL will commence upon the delivery of a final deliverable for acceptance to the State, and any work/re-work to the final deliverable as a result of any State questions, required clarifications/amplifications, and conclude upon due completion of the required amendments.

This SL will commence upon Project initiation and will prevail until Project completion.

Formula:

$$\text{\% Deliverable Acceptance} = \frac{\text{\# Deliverables Accepted During Period (less the State review Time)}}{\text{\# Deliverables Presented during Period}} \times 100$$

Measurement Period: Monthly, During Project

Data Source: Weekly Project Report

Frequency of Collection: Weekly

Service Level Measures

Individual SL GYR State	% Deliverable Acceptance
Green	>85%
Yellow	>80%, <=85%
Red	<= 80%

8.5.10 Service Levels – Support of State Activities

UAT Process and Environment Support

Service Level Objective

Specification: Support of the State User Acceptance Testing (UAT) activities

Definition: The Contractor must support the State UAT activities based on their knowledge of the overall system, responsibility to maintain environments, regression test beds, automated tools and retained developers on the Project to affect prompt and quality resolutions to issues detected by the State during a UAT phase.

Testing environments are to be functional and available to the State to conduct UAT activities, configured with all required base configuration and test data, application code and other elements as required to support the overall State testing effort.

The Contractor must provide a system(s) to accept and track any issues, defects or questions arising from the State during the performance of UAT functions, and acknowledge all issues with an estimate to resolve these issue within 2 business hours of receipt of the issue.

This SL will commence upon the delivery of a function set to the State to perform any User Acceptance or Validation and be in effect during the overall State testing effort including Contractor efforts, joint efforts or in support of the State activities as agreed and apply to initial testing elements, regression/fix elements, performance and integration testing prior to production use.

$$\begin{array}{lcl} \text{Formula:} & & \# \text{ Business Hours, Seven Days Per Week During UAT} \\ & & \text{Period} \\ & & - \\ & & (\# \text{ hours testing environments unavailable or} \\ & & \text{unusable to perform testing + number business hours} \\ \text{\% UAT Support} & = & \text{beyond standard State inquiries are not} \\ & & \text{acknowledged and estimated)} \\ & & \hline & & \# \text{ Business Hours, Seven Days Per Week During UAT} \quad \text{X 100} \\ & & \text{Period} \end{array}$$

Measurement Period: Monthly, During Project

Data Source: Weekly Project Report

Frequency of Collection: Weekly

Service Level Measures

Individual SL GYR State	% UAT Support
Green	>85%
Yellow	>80%, <=85%
Red	<= 80%

8.5.11 Service Levels – Development Methodology Compliance

Development Methodology Compliance

Service Level Agreement

Specification:

%SDLC Compliance.

Definition:

The Contractor will present and adapt as required a Software Development Lifecycle (SDLC) Methodology to manage the end-to-end software delivery process. This process will be followed.

The Contractor must provide as part of overall Project delivery a proven and tested SDLC to drive and govern the overall software development process and adapt wherever possible to accommodate State considerations and processes. Based on this SDLC and the prescribed development stages (e.g., requirements, design, build, test, deployment) and phase exit documentation, reviews and signoff, this process will be followed for the duration of all development or code based Projects contracted by the State.

Notwithstanding State review and approval cycles, this SL will commence upon Project initiation and will prevail until Project completion.

Formula:

$$\begin{array}{rcl} \text{\% SDLC Compliance} & = & \frac{\begin{array}{l} \text{\# Deliverables, Milestones, Activities, Reviews and} \\ \text{Signoffs Missed Per Phase/SDLC Gate} \end{array}}{\begin{array}{l} \text{\# Deliverables, Milestones, Activities, Reviews and} \\ \text{Signoffs Required Per Phase/SDLC Gate} \end{array}} \times 100 \end{array}$$

Measurement Period:

Monthly, During Project

Data Source:

Weekly Project Report

Frequency of Collection:

Weekly

Service Level Measures

Individual SL GYR State	% SDLC Compliance
Green	>95%
Yellow	>90%, <=95%
Red	<= 90%

8.5.12 Service Levels–Project Delivery–Build/Test Activities as a Percentage of Overall Activities

Development Methodology Compliance

Service Level Objective

Specification:

% build and testing activities

Definition:

The Contractor will perform (subject to other SLAs in effect) and prioritize deliverable construction efforts in keeping with overall Project plans and focus effort on deliverable creation and completion associated with the successful delivery of a working Project delivered with quality to a production environment.

The Contractor must report the overall date and quality considerations of the Project delivery for the SOW governing this SL, the amount of time doing constructive efforts in building software elements, deliverables, and associated documentation; and conducting testing (system, integration, interface and performance) as a percentage of overall activities during the measurement period.

This SL will commence upon Project initiation and will prevail until Project completion.

Formula:

$$\text{\% Estimating Accuracy} = \frac{\text{\% Time Spent in Build and Testing Activities}}{100} \times 100$$

Measurement Period:

Monthly, During Project

Data Source:

Weekly Project Report

Frequency of Collection:

Weekly

Service Level Measures

Individual SL GYR State	% Build and Testing Activities
Green	>75%
Yellow	>70%, <=75%
Red	<= 70%

8.5.13 Service Levels – Project Completion – Issues Detected and Resolved In Production

Development Methodology Compliance

Service Level Agreement

Specification:

Issues Detected and Resolved in Production

Definition:

During post-implementation the Contractor must continue to support and promptly resolve any issues emerging as a result of the implementation in a production environment for a period of 90 days or otherwise mutually agreed upon, or until such time as a Managed Services SL is in effect for the element in question.

The Contractor must measure all production exceptions, issues, or problems associated or in conjunction with the initial 90 day period associated with a move of a software release to a production environment regardless of the severity level unless otherwise agreed with the State. Function points from system and user acceptance testing will serve as the basis for counting the total number of elements associated with a release.

This SL will commence upon promotion of code associated with the Project to a production or commercial environment and will prevail until all issues are resolved to the State's satisfaction or 90 days, whichever is longer.

Formula:

$$\text{Issues Identified and Resolved in Production} = \frac{\text{Total Issues Identified During initial 90 day production Period}}{\text{Number of Functional Elements included in a Production Release}} \times 100$$

Measurement Period:

Monthly, During Project

Data Source:

Weekly Project Report

Frequency of Collection:

Weekly

Service Level Measures

Individual SL GYR State	Issues Detected and Resolved in Production
Green	<= 2%
Yellow	>2%, <=3%
Red	>3%

8.6 Service Level Commitments – Ongoing Operations and Managed Service

8.6.1 Service Level Specific Performance Credits

Each Service Level (SL) will be measured using a “Green-Yellow-Red” (GYR) traffic light mechanism (the “Individual SL GYR State”), with “Green” representing the highest level of performance and “Red” representing the lowest level of performance. A financial credit will be due to the State (a “Performance Credit”) in the event a specific Individual SLA GYR State falls in the “Yellow” or “Red” State. The amount of the Performance Credit for each SLA will be based on the Individual SLA GYR State. Further, the amounts of the Performance Credits will, in certain cases, increase where they are imposed in consecutive months. No Service Level Performance Credit will be payable for Contractor’s failure to meet a Service Level Objective.

Set forth below is a table summarizing the monthly Performance Credits for each SLA. All amounts set forth below that are contained in a row pertaining to the “Yellow” or “Red” GYR State, represent Performance Credit amounts. Except as explicitly stated in the Consecutive Months Credit table below, where a larger percentage may be at risk, Contractor agrees that in each month of the Agreement, up to 12% of the monthly recurring charges (MRC) associated with the Ongoing Operations/Managed Services portion of this RFP (“Fees at Risk”). The Fees at Risk will pertain to failure to meet the Service Levels set forth in the Agreement. Contractor will not be required to provide Performance Credits for multiple Performance Specifications for the same event, with the highest Performance Credit available to the State for that particular event to be applicable.

On a quarterly basis, there will be a “true-up” at which time the total amount of the Performance Credits will be calculated (the “Net Amount”), and such Net Amount will be set off against any fees owed by the State to Contractor, unless the State requests a payment in cash.

Moreover, in the event of consecutive failures to meet the Service Levels, the Contractor will be required to pay the State the maximum Credit under the terms of this document.

Contractor will not be liable for any Service Level caused by circumstances beyond its control, and that could not be avoided or mitigated through the exercise of prudence and ordinary care, provided that Contractor takes all steps to minimize the effect of such circumstances and to resume its performance of the Services in accordance with the SLAs as soon as possible.

Consecutive Months Credit Table (SLA Performance Credits)												
Individual SL GYR State	1 st Month	2 nd Month	3 rd Month	4 th Month	5 th Month	6 th Month	7 th Month	8 th Month	9 th Month	10 th Month	11 th Month	12 th Month
Red	A =1.71% of MRC	A + 50% of A	A + 100% of A	A + 150% of A	A + 200% of A	A + 250% of A	A + 300% of A	A + 350% of A	A + 400% of A	A + 450% of A	A + 500% of A	A + 550% of A

Yellow	B = 0.855% of MRC	B + 50% of B	B + 100% of B	B + 150% of B	B + 200% of B	B + 250% of B	B + 300% of B	B + 350% of B	B + 400% of B	B + 450% of B	B + 500% of B	B + 550% of B
Green	None	None	None	None	None	None	None	None	None	None	None	None

For example, if an Individual SL GYR State is Yellow in the first Measurement Period, Red in the second Measurement Period and back to Yellow in the third Measurement Period for an SLA then the Performance Credit due to the State will be the sum of Yellow Month 1 (B) for the first Measurement Period, Red Month 2 (A + 50% of A) for the second Measurement period, and Yellow Month 3 (B + 100% of B) for the third Measurement period, provided (1) such Performance Credit does not exceed 12% of the aggregate Monthly Recurring Charge (the At-Risk Amount); and, (2) no single Service Level Credit will exceed 20% of the total At-Risk Amount, as stated below:

Service Level Credit payable to the State = (B) + (A + 50% A) + (B + 100% B), based on an illustrative Monthly Recurring Charge of \$290,000;

SLA Calculation EXAMPLE						
Monthly Recurring Charge (MRC) = \$290,000.00						
Monthly At Risk Amount = 12% of MRC = \$34,800						
Maximum for any one SLA = 20% of At Risk Amount = \$6,960						
GYR State	1 st Month		2 nd Month		3 rd Month	
Red	0	\$	0	\$ 7,438.50	0	
Yellow	1	\$ 2,479.50	1		1	\$ 4,959.00
Green	6	\$	6		6	
Totals	7	\$ 2,479.50	7	\$ 7,438.50	7	\$ 4,959.00
Adjusted Totals by At Risk Amount and 20% per individual SLA Limitations	(Is monthly total of all Service Level Credits equal to or less than \$34,800?) - Yes (Is monthly amount for any one Service Level Credit equal to or less than \$ 6,960?) - Yes \$ 2,479.50		(Is monthly total of all Service Level Credits equal to or less than \$34,800?) - Yes (Is monthly amount for any one Service Level Credit equal to or less than \$ 6,960?) - No \$ 6,960.00		(Is monthly total of all Service Level Credits equal to or less than \$34,800?) - Yes (Is monthly amount for any one Service Level Credit equal to or less than \$ 6,960?) - Yes \$ 4,959.00	
Total Quarterly Credit:	\$ 2,479.50	+	\$ 6,960.00	+	\$ 4,959.00	
Total Quarterly Credit:	\$ 14,398.50					

The total of any weighting factors may not exceed 100% of the total At-Risk Amount.

To further clarify, the Performance Credits available to the State under the terms of this document will not constitute the State exclusive remedy for resolving issues related to Contractor's performance.

Service Levels will not apply during the Transition period, but will commence with the Contractor's assumption of services in the production Steady State environment for all migrated elements in part or in full.

8.6.2 Treatment of Federal, State, and Local Fines Related to Service Disruption

Above and beyond the Service Levels discussed above, should any failure to deliver services by the Contractor result in a mandated regulatory fine associated with late, incomplete, or incorrect filings as a

direct result of Contractor's inability to deliver services under the defined Statement(s) of Work, production schedules, reporting and filing obligations, the requirements and Service Levels contained herein, the Contractor will be obligated to issue a credit to the State equal to the amount of the fine.

8.6.3 Monthly Service Level Report

On the State accounting monthly basis, Contractor will provide a written report to the State which includes the following information (the "Monthly Service Level Report"): (i) Contractor's quantitative performance for each Service Level; (ii) each Individual SL GYR State and the Overall SL Score; (iii) the amount of any monthly Performance Credit for each Service Level (iv) the year-to-date total Performance Credit balance (i.e., credits owed the State by the Contractor) for each Service Level and all the Service Levels (i.e., SLO and SLA results to date); (v) a "Root-Cause Analysis" and corrective action plan with respect to any Service Levels where the Individual SL GYR State was not "Green" during the preceding month; and (vi) trend or statistical analysis with respect to each Service Level as requested by the State. The Monthly Service Level Report will be due no later than the tenth (10th) accounting day of the following month.

8.6.4 Critical and Non-Critical Applications

The State acknowledges that its application environment requirements fall into two major categories: 1) critical applications – those that are required to perform day-to-day state functions in production or support the SDLC requirements for major infrastructure investments for major initiatives where significant funds are devoted to providing environments to development teams; and 2) non-critical application environments – which are defined as items that do not have a significant impact on day-to-day operations, are used in a non-production capacity, which may not adversely impact the productivity of State development efforts or are otherwise used to support non-commercial activities. The Contractor must deliver Service Levels in keeping with the criticality levels as described below.

8.6.5 Period Service Level in Full Effect and In-Progress Service Levels

Service levels specified herein shall be in full effect no later than ninety (90) days following the completion of migration of the current services and environments to production operations. During the period in which the Contractor is operating application environments on the State's behalf, or the use of State or Contractor premises the Contractor agrees to:

- a) Perform services in keeping with the described Service Levels contained herein;
- b) Promptly report any Service Level violations in accordance with the Service Level reporting requirements contained herein;
- c) Work in good faith and using commercially reasonable efforts to address and otherwise resolve service level violations that arise;
- d) Provide a level of service in keeping with levels performed by State personnel and otherwise aligned with commercial best practices prior to the operational transfer; and
- e) Not be subject to any financial penalties associated with Service Level violations.

8.6.6 Service Level Review and Continual Improvement

8.6.6.1 Service Levels Review

Initial Review: Within six months of migration of the Project to Production Operation, the State and Contractor will meet to review the initial Service Levels and Contractor's performance and discuss possible modifications to the Service Levels. Any changes to the Service Levels will be only as agreed upon in writing by the Parties.

8.6.6.2 Continuous Improvement

Continual Improvement: Twelve months after the completion of Transition as outlined in the SOW, the Parties will meet to review the Service Levels and Contractor's performance in the period of time since the prior review. For each SLA and SLO, the performance during the six highest performing months will be averaged and this performance, if in consideration of the prevailing charges, actual delivered service levels if higher than the current SLA/SLO, State may opt for SLA/SLO modification and or a reduced fee structure associated with a lower, but agreeable level going forward.

Ongoing Annual Reviews: Contractor and the State will set a mutually agreed date to conduct annual reviews of the Service Levels and Contractor's performance with respect to the Service Levels. At a minimum, the annual review will include:

- Comprehensive review of the previous year's performance including fault, impact time and duration and a root cause analysis;
- Compendium of remedial actions, operational or process enhancements, system hardware or software enhancements implemented to address any deficiencies with regard to delivering the Service Levels; and
- Revision of the Service Levels, if any, based upon mutual written agreement.

8.6.7 Service Level Commitments

Contractor will meet the Service Level Commitment for each Service Level set forth in the charts below:

Service Level	State Requirement			
	SLA or SLO	Support Hours	Required	
			Response	Resolution
Incident Resolution – Mean Time to Repair (Priority 1 Outages)	SLA	7x24	Every 15 minutes until resolution	<= 4 hours
Incident Resolution – Mean Time to Repair (Priority 2 Outages)	SLA	7x24	Every 30 minutes until resolution	<= 8 hours
Incident Resolution – Mean Time to Repair (Priority 3 Outages)	SLO	7x24	Every 24 hours until resolution	<=5 business days
Service Availability – Application Availability	SLA	7x24	See specification below	-
System Performance & Responsiveness	SLA	7x24	See specification below	-

	State Requirement			
Incident Resolution - Issue Triage, Closure and Recidivist Rate	SLO	7x24	See specification below	-
Capacity Monitoring & Planning – Capacity Utilization Flag	SLA	7x24	See specification below	-
Data Back-up & Restoration – Back-up Success Rate	SLO	7x16	Verify 25% of backup data against original production image per backup session in the schedule	Reschedule backup of entire environment as a preventative measure using new tape stock and backup equipment
Data Back-up & Restoration – Restoration Time	SLA	7x24	See specification below	-
Scheduled Provisioning – Virtual Machines	SLO	5x9	See specification below	<= 8 hours following authorized request
Scheduled Provisioning – Physical Machines	SLO	5x9	See specification below	<-24 hours following receipt of hardware
User Interaction - Completion of User Deletes	SLO	5x9	-	Emergency deletes <= 1 business hour Scheduled deletes <= 4 business hours
User Interaction - Completion of User Adds & Changes	SLO	5x9	-	<= 1 business day
Security – Security Compliance	SLO	7x24	Continuous	See specification below
Security – Annual Security Review	SLO	annual	-	See specification below
Monitoring & Auditing – Security Breach Detection	SLA	7x24	-	See specification below
SLA Reporting Timeliness	SLA	monthly	-	See specification below
Billing - Billing Content, Timeliness & Accuracy	SLO	monthly	-	See specification below
Continuous Improvement	SLO	monthly	-	See specification below
Asset Management & Refresh – Asset Inventory Element Accuracy	SLA	monthly	-	See specification below
Monitoring and Usage Report	SLO	7x24	-	See specification below
Operational Process Control & Repeatability – Changes to Production environments	SLO	7x24	-	See specification below
Service Availability – Batch Processing	SLA	7x24	-	See specification below
Service Quality – System Changes	SLO	7x9	-	See specification below
Service Timeliness – System Changes	SLA	7x9	-	See specification below
Service Quality & Timeliness – Delivery Date Compliance	SLO	7x24	-	See specification below

8.6.8 Service Levels – User Experience

Incident Resolution – Mean Time to Repair (Priority 1 Outages)

Service Level Agreement

Specification: Incident Resolution – Mean Time to Repair (Priority 1 Outages)

Definition: Mean Time to Repair (Priority 1 Outages) will be determined by determining the elapsed time (stated in hours and minutes) representing the statistical mean for all Priority 1 Outage Service Requests for in-scope Services in the Contract Month. “Time to Repair” is measured from time Service Request is received at the Contractor's Service Desk to point in time when the incident is resolved or workaround is in place and the Contractor submits the resolved Service Request to the State for confirmation of resolution.

“Priority 1 Outage Service Request” is defined as :

An Incident shall be categorized as a “Severity 1 Incident” if the Incident is characterized by the following attributes: the Incident (a) renders a business critical System, Service, Software, Equipment or network component un-Available, substantially un-Available or seriously impacts normal business operations, in each case prohibiting the execution of productive work, and (b) affects either (i) a group or groups of people, or (ii) a single individual performing a critical business function.

This Service Level begins upon completion of agreed production acceptance criteria and a measurement period as documented in the transition to production plan. The initial service level shown for this SLA will be 99.0%, and will be validated during a measurement period. Following the measurement period, the initial Service Level will be adjusted to 99.5%. The measurement period will be as mutually agreed by the Parties, not to exceed six months.

Formula:
$$\text{Mean Time to Repair (Priority 1 Outages)} = \frac{\text{(Total elapsed time it takes to repair Priority 1 Outage Service Requests)}}{\text{(Total Priority 1 Outage Service Requests)}}$$

Measurement Period: Accounting Month

Data Source: Monthly Service Report

Frequency of Collection: Per incident

Service Level Measures

Individual SL GYR State	Incident Resolution – Mean Time to Repair (Priority 1 Outages).
Green	<= 4 hours
Yellow	> 4 hours and <= 6 hours
Red	> 6 hours

8.6.9 Incident Resolution – Mean Time to Repair (Priority 2 Outages)

Service Level Agreement

Specification: Incident Resolution – Mean Time to Repair (Priority 2 Outages)

Definition: Mean Time to Repair (Priority 2 Outages) will be determined by determining the elapsed time (stated in hours and minutes) representing the statistical mean for all Priority 2 Outage Service Requests for in-scope Services in the Contract Month. "Time to Repair" is measured from time Service Request is received at the Contractor's Service Desk to point in time when the incident is resolved or workaround is in place and the Contractor submits the resolved Service Request to the State for confirmation of resolution.

"Priority 2 Outage Service Request" is defined as :

An Incident shall be categorized as a "Severity 2 Incident" if the Incident is characterized by the following attributes: the Incident (a) does not render a business critical System, Service, Software, Equipment or network component un-Available or substantially un-Available, but a function or functions are not Available, substantially Available or functioning as they should, in each case prohibiting the execution of productive work, and (b) affects either (i) a group or groups of people, or (ii) a single individual performing a critical business function.

This Service Level begins upon completion of agreed production acceptance criteria and a measurement period as documented in the transition to production plan. The initial Service Level shown for this SLA will be 99.0% and will be validated during the measurement period. Following the measurement period, the initial Service Level will be adjusted to 99.5%. The measurement period will be as mutually agreed by the Parties, not to exceed six months.

In the event of "go live" of new functionality, an Upgrade, or significant change in the architecture of the Application environment, this Service Level will be suspended temporarily from the time the "go live" of the applicable Change through two (2) business days following completion of stabilization criteria in accordance with the transition to production plan.

Formula: Mean Time to Repair (Priority 2 Outages) =
$$\frac{\text{(Total elapsed time it takes to repair Priority 2 Outage Service Requests)}}{\text{(Total Priority 2 Outage Service Requests)}}$$

Measurement Period: Accounting Month

Data Source: Monthly Service Report

Frequency of Collection: Per incident

Service Level Measures

Individual SL GYR State	Incident Resolution – Mean Time to Repair (Priority 2 Outages)
Green	<= 8 hours
Yellow	> 8 hours and <= 12 hours
Red	> 12 hours

8.6.10 Incident Resolution – Mean Time to Repair (Priority 3 Outages)

Service Level Objective

Specification: Incident Resolution – Mean Time to Repair (Priority 3 Outages)

Definition: Mean Time to Repair (Priority 3 Outages) will be determined by determining the elapsed time (stated in hours and minutes) representing the statistical mean for all Priority 3 Outage Service Requests in the Contract Month.

“Time to Repair” is measured from time a Service Request for in-scope Services is received at the Contractor's Service Desk to point in time when the incident is resolved or workaround is in place and the Contractor submits the resolved Service Request to the State for confirmation of resolution.

“Priority 3 Outage Service Request” Is defined as :

An Incident shall be categorized as a “Severity 3 Incident” if the Incident is characterized by the following attributes: the Incident causes a group or individual to experience a Incident with accessing or using a System, Service, Software, Equipment or network component or a key feature thereof and a reasonable workaround is not available, but does not prohibit the execution of productive work.

This Service Level begins upon completion of agreed production acceptance criteria and a measurement period as documented in the stabilization and transition to production plan. The initial Service Level shown for this SLO will be 99.0% and validated during the measurement period. Following the measurement period, the initial Service Level will be adjusted to 99.5%. The measurement period will be as mutually agreed by the Parties, not to exceed six months.

Formula:
$$\text{Mean Time to Repair (Priority 3 Outages)} = \frac{\text{(Total elapsed time it takes to repair Priority 3 Outage Service Requests)}}{\text{(Total Priority 3 Outage Service Requests)}}$$

Measurement Period: Accounting Month

Data Source: Monthly Service Report

Frequency of Collection: Per incident

Service Level Measures

Individual SL GYR State	Incident Resolution – Mean Time to Repair (Priority 3 Outages).
Green	<= 5 business days
Yellow	> 5 business days <=7 business days
Red	> 7 business days

8.6.11 Service Availability – Application Availability

Service Level Agreement

Specification: Service Availability – Application Availability

Definition: Application Availability for each in-scope Platform,

Application Availability means access to the production system is enabled; log-in permitted from the local user LAN and business transactions can be executed. While it is dependent on hardware, system software and Third Party software availability the expectation is that the Contractor will implement monitoring instrumentation that validates availability to the point of presence within the Service Delivery Center.

Formula:
$$\text{Application Availability} = \frac{(\text{Total application scheduled uptime minus total application unscheduled downtime})}{(\text{Total application scheduled uptime})} \times 100$$

Measurement Period: Accounting Month

Data Source: Monthly Service Level Report

Frequency of Collection: Continuous (24 hours a day, 7 days a week)

Service Level Measures

Individual SL GYR State	Service Availability - Application Availability – Critical Applications	Service Availability - Application Availability – Non Critical Applications
Green	≥ 99.9	≥ 99.0
Yellow	≥ 99.7 and < 99.9	≥ 95.0 and < 99.0
Red	< 99.7	$< 95.0\%$

8.6.12 System Performance & Responsiveness

Service Level Agreement

Specification:	System Performance & Responsiveness
Definition:	<p>System Performance & Responsiveness will be based on the following:</p> <p>Upon service transition and acceptance, Contractor will perform end-to-end service class performance baselining (e.g., network time, application/session response time, system time, and network return time) for key service elements as mutually agreed.</p>
Formula:	$\frac{\text{System Performance \& Responsiveness}}{\text{Total service elements that do not meet the baseline requirements}}$
Measurement Period:	Monthly
Data Source:	Monthly Service Level Report
Frequency of Collection:	Monthly

Service Level Measures

Individual SL GYR State	Incident Resolution - Incident Triage and Closure and Recidivist Rate
Green	= 0
Yellow	>= 1 and <2
Red	>= 2

8.6.13 Incident Resolution - Issue Triage, Closure and Recidivist Rate

Service Level Objective

Specification: Incident Resolution - Incident Triage, Closure and Recidivist Rate

Definition: Incident Triage, Closure and Recidivist Rate will be determined by monitoring compliance with the following four key performance indicators (KPI):

Incident Triage: Contractor to indicate high-level diagnosis and estimate to remedy to the State within 30 minutes of acknowledgement

Incident Closure: Incident to be documented with root cause remedy, (where root cause is within Contractor's control), and procedures to eliminate repeat of incident within 24 hours of incident close

Incident Recidivist Rate: Closed incidents not to reappear across all in scope Services no more than 2 times following incident closure.

Incident means any Priority 1 incident where the Services for which Contractor is responsible under the SOW are unavailable.

Formula: Issue Triage, Closure and Recidivist Rate

$$= \frac{(\text{Total Priority 1 Incidents for which Contractor is responsible under the SOW, where solution Services are unavailable}) - (\text{Number of Incidents where the KPI was not in compliance})}{(\text{Total Priority 1 Incidents where Services for which Contractor is responsible under the SOW are unavailable})} \times 100$$

Measurement Period: Half year

Data Source: Incident Management System

Frequency of Collection: Per six month review cycle

Service Level Measures

Individual SL GYR State	Incident Resolution - Incident Triage and Closure and Recidivist Rate
Green	>= 99.5
Yellow	<= 99.5 and > 99.3
Red	< 99.3

8.6.14 Capacity Monitoring & Planning – Capacity Utilization Flag

Service Level Agreement

Specification: Capacity Monitoring & Planning – Capacity Utilization Flag

Definition: Capacity Monitoring & Planning – Capacity Utilization Flag will be determined by monitoring compliance with the following five key performance indicators (KPI):

Contractor Service Delivery Center CPU capacity not to exceed 95.0% aggregate sustained utilization by Supported server class (compute, file, web etc) for a period of 4 hours or 80.0% aggregate sustained utilization for a period of 8 hours. If this performance indicator has not been met then the Contractor has notified the State and provided a remediation/enhancement plan as set forth in the Process Interface Manual or other supporting documents.

Contractor Service Delivery Center disk capacity (online) not to exceed 80.0% utilization as measured by both available disk space and available I/O by server class for period of 5 days. If this performance indicator has not been met then Contractor has notified the State and provided a remediation/enhancement plan as set forth in the Process Interface Manual or other supporting documents.

Contractor Service Delivery Center memory usage not to exceed 95.0% aggregate sustained utilization by server class for period of 4 hours. If this performance indicator has not been met then Contractor has notified the State and provided a remediation/enhancement plan as set forth in the Process Interface Manual or other supporting documents.

Data center LAN and Wide Area connectivity elements not to exceed 90.0% aggregate sustained utilization on primary network backbone. If this performance indicator has not been met then Contractor has notified the State and provided a remediation/enhancement plan as set forth in the Process Interface Manual or other supporting documents.

Flag, for the purposes of this Service Level, means a Contractor notification to the State as set forth in the Process Interface Manual or other supporting documents.

Formula: Capacity Utilization Flag = (Number of instances where individual KPI's were not in compliance)

Measurement Period: Accounting Month

Data Source: Monthly Service Level Report

Frequency of Collection: Per monthly reporting cycle

Service Level Measures

Individual SL GYR State	Capacity Monitoring & Planning – Capacity Utilization Flag
Green	≤ 5
Yellow	> 5 and ≤ 7
Red	> 7

8.6.15 Data Back-up & Restoration – Back-up Success Rate

Service Level Agreement

Specification: Data Back-up & Restoration – Back-up Success Rate

Definition: Successful backups are defined as those resulting in all data collected from the last backup, which is stored on approved media and transported to a secure area, and ready for restoration.

Contractor will not be responsible for unsuccessful backups that are outside of Contractor's control.

This Service Level begins upon completion of stabilization criteria and a measurement period as documented in the stabilization and transition to production plan. The initial Service Level shown for this SLA will be 99.0% and will be validated during a measurement period. Following the measurement period, the initial Service Level will be adjusted to 99.9%. The measurement period will be as mutually agreed by the Parties, not to exceed six months.

Formula:
$$\text{Backup Success Rate} = \frac{(\text{Total Number of Successful Backups})}{(\text{Total Number of backup attempts})} \times 100$$

Measurement Period: Accounting Month

Data Source: Monthly Service Level Report

Frequency of Collection: Per monthly reporting cycle

Service Level Measures

Individual SL GYR State	Data Back-up & Restoration – Back-up Success Rate
Green	≥ 99.9
Yellow	≥ 99.7 and < 99.9
Red	< 99.7

8.6.16 Data Back-up & Restoration – Restoration Time

Service Level Objective

Specification:	Data Back-up & Restoration – Restoration Time		
Definition:	<p>Data Back-up & Restoration will be determined by monitoring compliance with the following four key performance indicators (KPI):</p> <p>Contractor to begin restoration process for onsite data within one business hour of request.</p> <p>Contractor to begin restoration process for offsite data within four business hours of request.</p> <p>The measurement will be based on the difference between the open time stamp of the trouble ticket requesting the restore and the start time of the restoration job.</p> <p>Business hours will be defined in the Process Interface Manual or other supporting documentation.</p>		
Formula:	Restoration Time	$\frac{(\text{Total number of requests for restoration}) - (\text{Number of requests for restoration where the KPI was not in compliance})}{(\text{Total number of requests for restoration})} \times 100$	
Measurement Period:	Accounting Month		
Data Source:	Monthly Service Level Report		
Frequency of Collection:	Per monthly reporting cycle		

Service Level Measures

Individual SL GYR State	Data Back-up & Restoration – Restoration Time
Green	≥ 99.9
Yellow	≥ 99.7 and < 99.9
Red	< 99.7

8.6.17 Scheduled Provisioning – Virtual Machines

Service Level Objective

Specification:	Scheduled Provisioning – Virtual Machine environments		
Definition:	<p>Scheduled provisioning of virtual machine environments is defined as the planning, management and configuration of the host server and their connectivity to networks and data storage devices to accommodate new requests for service.</p> <p>Time measurement is from receipt of the provisioning request in the Contractors Service Desk through to visibility of the provisioned machine on the network.</p>		
Formula:	Provisioning Virtual Machines	$\frac{(\text{Total number of virtual machine scheduled provisioning requests}) \text{ minus } (\text{number of scheduled virtual machines provisioned in greater than 8 hours})}{(\text{Total number of virtual machine scheduled provisioning requests})} \times 100$	
Measurement Period:	Accounting Month		
Data Source:	Monthly Service Level Report		
Frequency of Collection:	Per provisioning request		

Service Level Measures

Individual SL GYR State	Scheduled Provisioning – Virtual Machines
Green	≥ 99.9
Yellow	≥ 99.7 and < 99.9
Red	< 99.7

8.6.18 Scheduled Provisioning – Physical Machines

Service Level Objective

Specification: Scheduled Provisioning – Physical Machines

Definition: Scheduled provisioning of physical machines is defined as the sourcing, procurement and planning tasks necessary to procure, set up and configure additional Service Delivery Center hardware required by the State, provided that such hardware is available at Contractor's Service Delivery Center. Set of representative hardware includes:

- i. Cabinet (Rack, Power, UPS, KVM)
- ii. Hardware (CPU/servers, Disk Arrays, Monitors)
- iii. Networking Equipment (Switches)

Time measurement is from receipt of the provisioning request in the Contractor's Service Desk through to visibility of the provisioned machine on the network.

Formula:
$$\frac{(\text{Total number of scheduled physical machine provisioning requests}) - (\text{number of scheduled physical machines provisioned in greater than 2 business days of initial contact with the Contractor's})}{(\text{Total number of scheduled physical machine provisioning requests})} \times 100$$

Measurement Period: Accounting Month

Data Source: Monthly Service Level Report

Frequency of Collection: Per provisioning request

Service Level Measures

Individual SL GYR State	Scheduled Provisioning – Physical Machines
Green	≥ 99.9
Yellow	≥ 99.7 and < 99.9
Red	< 99.7

8.6.19 User Interaction - Completion of User Deletes

Service Level Objective

Specification:	User Interaction - Completion of User Deletes		
Definition:	Completion of Deletes defines the timeliness of both emergency and scheduled User Deletes.		
	Late Emergency User Deletes are defined as anything greater than 1 business hour		
	Late Scheduled User Deletes are defined as anything greater than 4 business hours		
Formula:	$\frac{((\text{Total Emergency User Deletes}) - (\text{Late Emergency User Deletes})) + ((\text{Total Scheduled User Deletes}) - (\text{Late Scheduled User Deletes}))}{(\text{Total Emergency User Deletes}) + (\text{Total Scheduled User Deletes})} \times 100$		
Measurement Period:	Accounting Month		
Data Source:	Monthly Service Level Report		
Frequency of Collection:	Per user delete		

Service Level Measures

Individual SLA GYR State	Completion of User Deletes
Green	>= 99.5
Yellow	>= 98.5 and < 99.5
Red	< 98.5

8.6.20 User Interaction - Completion of User Adds & Changes

Service Level Objective

Specification:	User Interaction - Completion of User Adds & Changes		
Definition:	<p>Completion of User Adds & Changes defines the timeliness of the creation of new users and the implementation of changes to existing users</p> <p>Computation of time to complete begins when the identification validation is completed and a ticket is entered into Contractor's Service Desk, and excludes technical corrections required as stated in the Process Interface Manual or other supporting documentation.</p> <p>Late User Adds and Changes are defined as anything beyond 4 business hours</p>		
Formula:	Completion of User Adds & Changes	$= \frac{(\text{Total number of requests for User Adds \& Changes}) - (\text{Number of Late User Adds \& Changes})}{(\text{Total Number of requests for User Adds \& Changes})} \times 100$	
Measurement Period:	Accounting Month		
Data Source:	Monthly Service Level Report		
Frequency of Collection:	Per user add and change request		

Service Level Measures

Individual SLA GYR State	Completion of User Deletes
Green	>= 99.0
Yellow	>= 98.5 and < 99.0
Red	< 98.5

8.6.21 Security – Security Compliance

Service Level Objective

Specification: Security – Security Compliance

Definition: Security Compliance will be determined by monitoring compliance with the following five key performance indicators (KPI):

Material compliance with the State IT security policies listed in Supplement Seven

Update of antivirus signatures with most current version every 12 hours

100% of environments (inclusive of memory, disk and other file structures) to be actively scanned for viruses, trojan horses, rootkits and other malware every 24 hours

100% LAN devices actively scanned for open ports, forwarded ports or configurations not in keeping with adherence to the State security policies every 24 hours

100% of environments to be reviewed for inactive/suspended user accounts every 30 days

Formula: Security Compliance Flag
$$\frac{(\text{Total number of individual KPI's performed per month}) - (\text{Total number of individual KPI's performed per month that were not in compliance})}{(\text{Total number of individual KPI's performed per month})} \times 100$$

Measurement Period: Accounting Month

Data Source: Monthly Service Level Report

Frequency of Collection: Per monthly reporting cycle

Service Level Measures

Individual SL GYR State	Security – Security Compliance Flag
Green	99%
Yellow	N/A
Red	< 99%

8.6.22 Security – Annual Security Review

Service Level Objective

Specification: Security – Annual Security Review

Definition: Annual Security Review completion will be determined by monitoring compliance with the following three key performance indicators (KPI):

Contractor to provide a non-The State specific audit of the Contractor facilities providing the Services every 12 months through an Contractor SAS-70 report as stated in the SOW.

Contractor to provide the right for a Third Party or the State security personnel to perform an annual security reviews at the Contractors facilities used to provide the Services. Contractor will assist and cooperate with this effort by providing Third Party or the State security personnel with appropriate access to Contractor's facilities and personnel as required to conduct these reviews.

This Service Level begins upon completion of Transition; and for the SAS-70 report, upon the first SAS-70 report prepared by Contractor's external reviewer after completion of Transition as stated in the SOW.

Formula: Annual Security Review (Number of instances where individual KPI's were not in compliance)

Measurement Period: Twelve months

Data Source: Annual SLA Review Report

Frequency of Collection: Per twelve month audit cycle

Service Level Measures

Individual SL GYR State	Security – Annual Security Review
Green	0
Yellow	N/A
Red	> 0

8.6.23 Monitoring & Auditing – Security Breach Detection

Service Level Agreement

Specification: Monitoring & Auditing – Physical, Network, System Security Breach Detection

Definition: Physical, Network, System Security Breach Detection will be determined by monitoring compliance with the following two key performance indicators (KPI):

Physical, Network, System security breach success notification due within 30 minutes of physical intrusion detection of Contractor's Service Delivery Center area containing Contractor's Machines. Notification will be as set forth in the Process Interface Manual or other supporting documents.

Physical, Network, System security breach (attempt, failure) notification due within 1 hour of such physical intrusion detection. Notification will be as set forth in the Process Interface Manual or other supporting documents.

Formula: Security Breach Detection (Number of instances where individual KPI's were not in compliance)

Measurement Period: Accounting Month

Data Source: Monthly Service Level Report

Frequency of Collection: Continuous (24 hours a day, 7 days a week)

Service Level Measures

Individual SL GYR State	Monitoring & Auditing – Security Breach Detection
Green	0
Yellow	N/A
Red	> 0

8.6.25 SLA Reporting Timeliness

Service Level Agreement

Specification: SLA Reporting Timeliness

Definition: For service requests activities related to code changes that Contractor commits to a mutually agreed upon delivery date, the percent of resolutions that are completed by the delivery date

Formula:
$$\frac{(\text{Total Number of Code Changes}) - (\text{Number of Code Changes failing to meet agreed Delivery Date})}{(\text{Total Number of Code Changes})} \times 100$$

Measurement Period: Accounting Month

Data Source: Monthly Service Level Report

Frequency of Collection: Per monthly reporting cycle

Service Level Measures

Individual SL GYR State	Service Quality & Timeliness – Delivery Date Compliance
Green	>= 95.0%
Yellow	>= 90.0% and < 95.0%
Red	<= 90%

8.6.26 Billing - Billing Content, Timeliness & Accuracy

Service Level Objective

Specification:	Billing - Billing Content, Timeliness & Accuracy	
Definition:	<p>Billing Content, Timeliness & Accuracy will be determined by monitoring compliance with the following three key performance indicators (KPI):</p> <p>Content of Contractor invoice will show details as to Charges as specified in the Process Interface Manual. This indicator will not be met in the event that the State rejects an invoice for reasons relating to content.</p> <p>Contractor will provide electronic billing on or before the date specified in Process Interface Manual.</p> <p>The State and Contractor will meet each month prior to the submittal of the invoice and jointly agree as to what the specific content of that month's invoice will be. The SLA will apply if the actual invoice is not the same as agreed to by the Parties.</p>	
Formula:	Billing Content, Timeliness & Accuracy	(Number of instances where individual KPI's were not in compliance)
Measurement Period:	Quarterly	
Data Source:	Billing System Feed / Contractor Invoice	
Frequency of Collection:	Per quarterly review cycle	

Service Level Measures

Individual SL GYR State	Billing - Billing Content, Timeliness & Accuracy
Green	1
Yellow	N/A
Red	> 1

8.6.27 Continuous Improvement

Service Level Objective

Specification: Continuous Improvement

Definition: Continuous Improvement will include the following three key performance indicators (KPI):

Contractor will facilitate a meeting with the State where various opportunities for Continuous Improvement will be discussed. The opportunities may be suggestions to improve operational performance, reduce cost, streamline processes, or other suggestions that provide a benefit for the State.

Contractor will provide a written report prior to these facilitation sessions. This report will, at a minimum, contain the expected costs, benefits, and a high-level timeline with which these benefits can be achieved.

The Continuous Improvement meeting will occur quarterly at a minimum.

Formula: Continuous Improvement (Number of instances where individual KPI's were not in compliance)

Measurement Period: Quarterly

Data Source: Monthly Service Level Report

Frequency of Collection: Per quarterly review cycle

Service Level Measures

Individual SL GYR State	Continuous Improvement
Green	1
Yellow	N/A
Red	> 1

8.6.28 Asset Management & Refresh – Asset Inventory Element Accuracy

Service Level Agreement

Specification: Asset Management & Refresh – Asset Inventory Element Accuracy

Definition: Asset Inventory Element Accuracy will be determined by comparing the Contractor provided and maintained Asset Management Tracking system records against the State system generated record of Asset Inventory Elements. The scope of this comparison is all hardware (physical and virtual) including equipment and software procured, operated and supported by the Contractor for use by the State, as set forth in the SOW. Contractor will not be responsible for accuracy errors that are not caused by Contractor.

Formula:
$$= \frac{(\text{Total Asset Inventory Elements}) - (\text{Total Inaccurate Asset Inventory Elements})}{(\text{Total Asset Inventory Elements})}$$

Element

Measurement Period: Accounting Month

Data Source: Asset Inventory Management System

Frequency of Collection: Per monthly reporting cycle

Service Level Measures

Individual SL GYR State	Asset Management & Refresh – Asset Inventory Element Accuracy
Green	>= 95%
Yellow	> 93.5% and < 95%
Red	<= 93.5%

8.6.29 Monitoring and Usage Report

Service Level Objective

Specification: Capacity Monitoring and Usage

Definition: The Capacity monitoring and usage measure is determined by monitoring compliance with the following key performance indicator:

Capacity monitoring and usage report distributed electronically to the State in less than or equal to 7 days following the State accounting period month end.

Formula: Capacity Usage & Planning (Number of instances where individual KPI's were not in compliance)

Measurement Period: Monthly

Data Source: Monthly Capacity Monitoring and Report

Frequency of Collection: Per monthly review cycle

Service Level Measures

Individual SL GYR State	Monitoring and Usage Report
Green	0
Yellow	N/A
Red	> 0

8.6.30 Operational Process Control & Repeatability – Changes to Production environments

Service Level Objective

Specification: Operational Process Control & Repeatability – Changes to Production environments

Definition: The changes to production environment measure is determined by monitoring compliance with the following two key performance indicator:

All changes to production environments have an authorization from an approved the State employee

Corresponding updates to the Process Interface Manual or other supporting documents are completed within three (3) business days of receiving and implementing minor approved change request(s)

Formula:
$$\frac{\text{Changes to Production environments} \times 100}{\text{(Total number of changes and updates where individual KPI's were not in compliance for the month)}}$$

(Total number of changes and updates for the month)

Measurement Period: Monthly

Data Source: Monthly Service Level Report

Frequency of Collection: Per monthly review cycle

Service Level Measures

Individual SL GYR State	Operational Process Control & Repeatability – Changes to Production environments
Green	≥ 99.5
Yellow	≥ 98.5 and < 99.5
Red	< 98.5

8.6.31 Service Availability – Batch Processing

Service Level Agreement

Specification: Service Availability –Batch Processing

Definition: The Batch Processing measure is determined by monitoring compliance with the following key performance indicators (KPI):

Batch processing started on time per the mutually agreed schedule

Monitor batch jobs and report to the State as set forth in the Process Interface Manual, State run book or other supporting documents within 30 minutes after an alert.

The initial Service Level shown for this SLA will be 99.0% and will be validated during the measurement period. Following the measurement period, the initial Service Level will be adjusted to 99.7%. The measurement period will be as mutually agreed by the Parties, not to exceed six (6) months.

Formula:
$$\frac{\text{Batch Processing (Total number of batch jobs where individual KPI's were in compliance for the month)}}{\text{(Total number of batch jobs for the month)}} \times 100$$

Measurement Period: Monthly

Data Source: Monthly Service Level Report

Frequency of Collection: Per monthly review cycle

Service Level Measures

Individual SL GYR State	Service Availability – Nightly Batch Processing
Green	≥ 99.7
Yellow	≥ 98.7 and < 99.7
Red	< 98.7

8.6.32 Service Quality – System Changes

Service Level Objective

Specification: Service Quality – System Changes

Definition: The Service Quality & Timeliness System Changes measure is determined by monitoring compliance with the following four key performance indicators (KPI):

99% of system changes or updates (i.e., break fix, configuration, and patches) in planned releases are implemented correctly the first time (OS, Router, BIOS, Microcode and other in-scope code and Applications)

99% of system changes (i.e., break fix, configuration, and patches) in planned releases that do not cause other problems

95% of system changes or updates (i.e., break fix, configuration, and patches) in emergency releases are implemented correctly the first time (OS, Router, BIOS, Microcode and other in-scope code)

95% of system changes (i.e., break fix, configuration, and patches) emergency releases that do not cause other problems

Formula: Service Quality System Changes (Number of instances where individual KPI's were not in compliance)

Measurement Period: Monthly

Data Source: Monthly Service Level Report

Frequency of Collection: Per monthly review cycle

Service Level Measures

Individual SL GYR State	Service Quality – System Changes
Green	0
Yellow	N/A
Red	> 0

8.6.33 Service Timeliness – System Changes

Service Level Agreement

Specification: Service Timeliness – System Changes

Definition: The Service Timeliness System Changes measure is determined by monitoring compliance with the following three (3) key performance indicators (KPI):

Emergency system changes or updates (i.e., break fix, configuration, and patches) to operating systems on Contractor's Machines to be initiated within 24 hours of the State approved request form and Change Management Process and to be reported complete within 1 hour of completion

Non-emergency system changes or updates (i.e., break fix, configuration, and patches) to operating systems on Contractor's Machines to be initiated in accordance with the State policies as stated in the SOW and reported within 2 days of post implementation certification

Emergency system changes or updates (i.e., break fix, configuration, and patches) will be defined as set forth in the Process Interface Manual or other supporting documents.

Formula:
$$\frac{\text{Service Timeliness System Changes} \times 100}{\text{(Total Number of system changes where individual KPI's were not in compliance per month)}}$$

=
$$\frac{\text{(Total number of system changes per month)}}$$

Measurement Period: Monthly

Data Source: Monthly Service Level Report

Frequency of Collection: Per monthly review cycle

Service Level Measures

Individual SL GYR State	Service Timeliness – System Changes
Green	>= 99.9 %
Yellow	N/A
Red	< 99.9%

8.6.34 Service Quality & Timeliness – Delivery Date Compliance

Service Level Objective

Specification:	Service Quality & Timeliness – Delivery Date Compliance		
Definition:	For service requests activities related to code changes that Contractor commits to a mutually agreed upon delivery date, the percent of resolutions that are completed by the delivery date		
Formula:	Delivery Date Compliance	$\frac{(\text{Total Number of Code Changes}) - ((\text{Number of Code Changes failing to meet agreed Delivery Date}) * (\text{Total Number of Days Past Delivery Schedule}))}{(\text{Total Number of Code Changes})}$	x 100
Measurement Period:	Accounting Month		
Data Source:	Monthly Service Level Report		
Frequency of Collection:	Per monthly reporting cycle		

Service Level Measures

Individual SL GYR State	Service Quality & Timeliness – Delivery Date Compliance
Green	>= 95.0%
Yellow	>= 90.0% and < 95.0%
Red	<= 90.0%

9.0 Supplement B – Procurement Library

Table 22 describes the documents that will be available in the Procurement Library for reference purposes only.

Table 22 Procurement Library

File #	Library Items
Programs and Functional – Supporting Documentation	
1	Medicaid Streamlining White Paper
2	HHS Business Process Analysis
3	Conceptual Logical Data Model
4	Control D Report List
5	DW QDSS Business Requirements
6	Current Eligibility Other Programmatic Criteria by Program
7	Current Eligibility Rules Income-based Rules by Program
8	Current Eligibility Rules Asset-based Rules by Program
9	Current Eligibility Rules OJFS Additional Information
10	Current General Eligibility Rules Determination Process by Program
11	DW Master Data Mapping Document
12	Collabor8 Project Overview
Technical– Supporting Documentation	
13	DW BIAR DDS Data Mapping
14	DW Data Dictionary
15	SACWIS Data Mapping for DM & ROM
16	General System Design
17	DW Master Data Mapping Document
18	Child Care Data Mapping
19	HHS County Technical Profiles
20	County User count per circuit-State Wide
21	CRIS-E Interfaces Diagram
22	Control M Run Book for CRIS-E
23	CRIS-E Data Interfaces
24	CRIS-E Eligibility to MITS
25	Data Exchange External Data Sets
26	HHS Program Eligibility Vhart
27	WAN Description
28	Illustrative Example of Integrtrion Between CRI-E and Proposed IE Solution
29	OHP Application List
30	Internal Policy and Procedure Mnual - Data Access
31	Internal Policy and Procedure Mnual - Information Security

10.0 Supplement C – Response Crosswalk of Mandatory Templates

The Mandatory Templates are located in a separate folder 'Response Templates'.

1. Cover Letter and Executive Summary
2. Offeror Information Form (OBM-3456)
3. Offeror Experience
4. Offeror References
5. Offeror Certification Form
6. Subcontractor Letters
7. Offeror Project Organization
8. Offeror Staff Experience
9. Functional Requirements Response Matrix
10. Non-Functional Requirements Response Matrix
11. Technical Requirements Narrative
12. Implementation Requirements Narrative
13. Maintenance and Operations Narrative
14. ACA Conformity Requirements
15. General Assumptions
16. Work Plan
17. W-9 Form
18. Pre-Existing Materials and Commercial Materials
19. Standard Affirmation and Disclosure Form
20. Affirmative Action Form
21. RFP Response Checklist
22. Cost Workbook

11.0 Supplement D – Business Associate Agreement

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, _____, by and between [Name of Business Associate] (referred to as "Business Associate") and the [Agency and Department Name] (referred to as "Agency"), [define term/duration of the agreement. Example: "for length of underlying agreement."]

WHEREAS, Agency will make available and/or transfer to Business Associate confidential, personally identifiable health information in conjunction with [describe function to be performed by BA on behalf of CE]; and

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] and the security regulations [45 CFR §§ 164.308; 164.314] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 - 1320d-8], relevant amendments effected by the American Recovery and Reinvestment Act of 2009 [Pub. L. 111-5, §§ 13400 *et seq.*] and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio;

NOW THEREFORE, the parties agree as follows:

1. Definitions.

- 1.1. **Protected Health Information (PHI)** means individually identifiable information relating to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined in 45 CFR § 164.501, and any amendments thereto, received from or on behalf of the Agency.
- 1.2. **Unsecured PHI** is PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services.
- 1.3. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
- 1.4. **Individual** means the person who is the subject of the PHI, as defined in 45 CFR § 160.103, and includes the person's personal representative.

- 1.5. Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and Part 164, Subparts A and E, and any amendments thereto.
- 1.6. Personally Identifiable Information (PII)** means information that can be used directly or in combination with other information to identify a particular individual. It includes:
- a name, identifying number, symbol, or other identifier assigned to a person,
 - any information that describes anything about a person,
 - any information that indicates actions done by or to a person, and
 - any information that indicates that a person possesses certain personal characteristics.
- 2. Copy of Privacy Practices.** If applicable, Agency shall provide to the Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI and PII.
- 3. Permitted Use.** The Business Associate agrees that it shall not receive, create, use or disclose PHI and PII except as follows:
- 3.1. Covered Functions.** [describe covered function being performed or refer to an Exhibit, attached to and made a part of the agreement];
- 3.2. Disclosure Restrictions.** If necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate. PHI and PII may only be disclosed to another person/entity for such purposes if:
- 3.2.1. Disclosure is required by law; or
 - 3.2.2. Where the Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI and PII released will be held confidentially and only may be used or further disclosed as required by law or for the purposes of the disclosure; and person/entity agrees to notify Business Associate of any breaches of confidentiality in a timely fashion and in writing. Documentation needs to follow the same standards and time frames as item 6 below.
- 3.3. Data Aggregation.** To permit the Business Associate to provide data aggregation services relating to the health care operations of Agency. Aggregation is defined as combining PHI received from multiple Business Associates to produce data analysis that relates to the operation of the respective Covered Entities.
- 4. Minimize Use of PHI.** The Business Associate agrees that it will not request, use or release more than the minimum necessary amount of PHI and PII to accomplish the purpose of the use, disclosure or request.
- 5. Business Associate Safeguards.** The Associate will use appropriate safeguards to prevent any unauthorized use or disclosure of PHI and PII and shall implement the administrative, physical and

technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of the Agency. The Associate will use all appropriate safeguards under 45 CFR 164 Subpart C including those identified as addressable. The Associate will comply with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII. With regard to electronic PHI not covered by the Guidance published at 74 FR 19006, the Associate will protect electronic PHI and PII at rest and in transit through encryption that complies with State of Ohio IT Standard, ITS-SEC-01 Data Encryption and Cryptography.

6. Unauthorized Disclosure and Incident Reporting and Remediation and Privacy and Security Breach Notification.

6.1. Incident Reporting.

6.1.1. Business Associate shall report to Covered Entity the following:

- 6.1.1.1. Any use or disclosure of PHI or PII which is not in compliance with the terms of this Agreement or applicable law of which it becomes aware; and
- 6.1.1.2. Any security incident of which it becomes aware. For purposes of this Agreement, “security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

6.1.2. Within 24 hours of discovery of a suspected reportable incident as described in 6.1.1 above, Business Associate shall notify Covered Entity of the existence and nature of the incident as understood at that time. Business Associate shall immediately investigate the incident and within 72 hours of discovery shall provide Covered Entity, in writing, a report describing the results of Business Associate’s investigation, including:

- 6.1.2.1. What data elements were involved, the extent of the data involved in the incident, and the identification of affected individuals, if applicable;
- 6.1.2.2. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or PII, or to have been responsible for the incident;
- 6.1.2.3. A description of where the PHI or PII is believed to have been improperly transmitted, sent, or utilized, if applicable;
- 6.1.2.4. A description of the probable causes of the incident;
- 6.1.2.5. A description of the proposed plan for preventing similar future incidents, including ongoing risk remediation plan approval; and

6.1.2.6. Whether the Associate believes any federal or state laws requiring notifications to individuals are triggered.

6.1.3. Reporting and other communications made to the Covered Entity under this section must be made to the agency's HIPAA privacy officer at:

[office name]

[phone]

[email address]

[address]

6.2. Business Associate Mitigation. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI or PII by Business Associate in violation of the requirements of this Agreement, and report its mitigation activity back to the agency. Business Associate shall preserve evidence.

6.3. Coordination. Business Associate will coordinate with the agency to determine additional, specific actions that will be required of the Business Associate for mitigation of the Breach, which may include notification to the individuals, entities or other authorities. Notifications, if any, will be made at the direction of the agency.

6.4. Incident costs. Business Associate shall bear all costs associated with the incident. This may include, but not be limited to, costs associated with notifying affected individuals. It also may include the cost of investigation, remediation, and assistance to individuals including services such as a standard level of credit-monitoring such as Debi's standard service or other comparable service available to Ohio agencies under state term schedules.

7. Agency Indemnification. Business Associate hereby indemnifies Agency and agrees to hold Agency harmless from and against any and all losses, expense, damage or injury that Agency may sustain as a result of, or arising out of, Business Associate, or its agent's or subcontractor's, unauthorized use or disclosure of PHI or PII.

8. Business Associate Insurance. The Business Associate shall carry comprehensive general liability insurance [fill in details as to amounts of coverage and/or other policy requirements, i.e. naming Department as additional insured].

9. Subcontractor Obligations. Business Associate shall ensure that all of its subcontractors and agents are bound, in writing, by the same restrictions and obligations contained herein, including but not limited to the obligation to implement reasonable and appropriate safeguards to protect the information, whenever PHI and PII is made accessible to such subcontractors or agents. The Business Associate shall obtain Agency approval prior to entering into such agreements.

10. Access to PHI and PII. Business Associate shall make all PHI and PII and related information maintained by Business Associate or its agents or subcontractors available as soon as practicable

following a request for PHI, but within fifteen (15) days, to the extent necessary to fulfill the following obligations:

- 10.1. Inspection and Copying.** Make the PII and PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- 10.2. Accounting.** To account for disclosures of PII and PHI in accordance with the provisions of the Privacy Rule, including, but not limited to 45 CFR § 164.528 and the HITECH Act; and shall make all PII and PHI in its possession available to Agency as soon as practicable following a request for PII or PHI, but within fifteen (15) days, to fulfill Agency's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by Agency, incorporate any amendments or related statements into the information held by the Business Associate and any subcontractors or agents.
- 11. Compliance and HHS Access.** The Business Associate shall make available to the agency and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from the agency, or created or received by the Business Associate on behalf of the agency. Such access is for the purpose of determining the agency's compliance with HIPAA, regulations promulgated by the United States Department of Health and Human Services, and any amendment thereto. Any non-compliance by the Business Associate with the terms of this Agreement or the privacy and security regulations shall be a breach of this Agreement if the Business Associate knew of the breach and failed to take immediate and reasonable steps to cure the non-compliance. The Business Associate agrees that Agency has the right to immediately terminate this Agreement and seek relief.
- 12. Ownership and Destruction of Information.** The PHI, PII and any related information created or received from or on behalf of Agency is and shall remain the property of the Agency. The Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information. Upon termination of this Agreement, Business Associate agrees, at the option of Agency, to return or securely destroy all PHI and PII created or received from or on behalf of Agency following 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII. The Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI or PII is destroyed, the Business Associate agrees to provide Agency with appropriate documentation or certification evidencing such destruction. If return or destruction of all PHI and PII and all copies is not feasible, the Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained and to limit further uses and disclosures to those which make return or destruction infeasible. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.
- 13. Termination.** Notwithstanding any term or condition in the underlying agreement, the State may terminate the underlying agreement if at any time it determines that the Associate has violated a

material term of this Business Associate Agreement. In the alternative, the State may, at its sole discretion, take any action provided in the underlying agreement, may suspend the Agreement, or may allow Associate a reasonable period of time to cure before termination, when such action is determined to be in the State's best interest. Upon suspension of the agreement, the State may, at its sole discretion, require the Associate to comply with the requirements of the above Ownership and Destruction of Information paragraph, in the same manner as though the agreement had been terminated. This paragraph shall in no way alter, amend, limit or change the terms and conditions in the underlying agreement as they relate to performance of the underlying agreement, and shall solely relate to violation of the terms of the Business Associate Agreement.

Or, if no underlying agreement exists—

Termination. Any non-compliance by the Business Associate with the terms of this Agreement, or of the privacy and security regulations, shall be a breach of this Agreement if the Business Associate knew of the breach and failed to take immediate and reasonable steps to cure the non-compliance. The Business Associate agrees that the State has the right to immediately terminate this agreement, and seek relief, if the State determines that the Business Associate has violated a material term of the agreement.

- 14. Survivorship.** The obligations to safeguard the confidentiality, privacy and security of PHI imposed herein shall survive the termination of this Agreement.
- 15. Injunctive Relief.** Notwithstanding any rights or remedies under this Agreement or provided by law, Agency retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI and PII by the Business Associate, any of its subcontractors or agents, or any third party who has received PHI from the Business Associate.
- 16. Binding Effect.** Subject to the limitations on assignment provided elsewhere in this Agreement, the Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. This Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Associate.
- 17. Ambiguities, Strict Performance and Priorities.** Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA, regulations promulgated there under and HITECH. Any conflicts in the security and privacy terms and conditions of this agreement with those in the underlying agreement shall be interpreted to favor of the terms and conditions that promote greater degree of security and privacy. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties. This Agreement will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party. The headings in this

Agreement are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions. If at any time either party fails to demand strict performance by the other party of any of the terms of this Agreement, such failure will not be construed as a waiver of any such term, and either party may at any time demand strict and complete performance by the other party.

18. Notice. For any notice under this Agreement to be effective the notice must be made in writing and sent to the address of the appropriate contact provided in the Agreement.

19. Notwithstanding section 6 of this Agreement, any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To Agency:

[Agency Site/Department Name]

[Agency Site/Department Address]

[Agency Site/Department Phone]

To Business Associate:

[Business Associate Name]

[Business Associate Address]

[Business Associate Phone]

IN WITNESS WHEREOF, the parties hereto agree to the foregoing,

[Business Associate Name Here]

For Ohio Dep. [Agency Name]

Representative

Representative

Title

Title

Date: _____

Date: _____

12.0 Glossary of Acronyms and Terms

A

Access to Recovery: ATR

Ad Hoc Query: Queries created by users to obtain information for a specific need as it arises

Affordable Care Act: The Affordable Care Act expands Medicaid eligibility: effective on January 1, 2014, Medicaid will be available for the first time to individuals without minor children earning less than 133% of the federal poverty level (FPL).

Application Portfolio Management: APM

Application Programming Interface (API): An interface implemented by a software program which enables it to interact with other software

Asynchronous Communication: A mediated form of communication in which the sender and receiver are not concurrently engaged in communication

B

Breast and Cervical Cancer Project: BCCP

Business Intelligence (BI): The process or capability of gathering information in the field of business; the process of turning data into information and then into knowledge

C

Centers for Medicare and Medicaid Services: CMS

Child and Adult Care Food Program: CACFP

Commercial Off-The-Shelf (COTS): Ready-made software applications

Community Service Block Grant: CSBG

D

DAS: Ohio's Department of Administrative Services

Dashboards: Display Key Performance Indicators (KPIs) or business metrics using intuitive visualization, including dials, gauges and traffic lights that indicate the state of various KPIs against targets

Data Mart: Analytical data stores, usually part of a data warehouse, that are designed to focus on specific business functions for a specific community within an organization

Data Mining: The process of discovering meaningful correlations, patterns and trends by sifting through large amounts of data stored in repositories

Data Sharing: Refers to the collaboration functionality (e.g., search, data exchange, communication mechanisms) or the work stream containing that functionality

Data Warehouse: A repository of an organization's electronically stored data, designed to facilitate reporting and analysis

Database Management System (DBMS): A set of computer programs that control the creation, maintenance, and the use of a database

DDI: Designing, developing and implementing

Disability Financial Assistance: DFA

Distributed Query: This query provides the ability to access data from multiple heterogeneous data sources. These data sources can be stored on either the same or different computers

E

Enterprise Service Bus (ESB): A software construct found in a Service-Oriented Architecture which provides fundamental services via a messaging engine

Extraction, Transformation, and Load (ETL) Tools: Tools that extract data from outside databases, transform the data to a usable form and load it into a target database

F

File Transfer Protocol (FTP): A standard network protocol used to copy a file from one host to another

Firewall: A technological barrier designed to prevent unauthorized or unwanted communications between computer networks or hosts

G

Geographic Information System (GIS): A system that processes geographic information such as mapping of geographic points or areas or using mathematical algorithms for measuring distance

H

Head of Household: An adult assigned to the family and/or household that is typically the main sole point of contact. This may be a Participant, caregiver, or proxy

HL7: A number of flexible standards, guidelines, and methodologies by which various healthcare systems can communicate with each other

I

ID: Identification

IE: Integrated Eligibility, may refer to Ohio's Integrated Eligibility System, the functionality associated with the process of determining eligibility for multiple programs through the use of a single application or the work stream containing that functionality

Ineligible: an individual does not qualify for Public Assistance at either initial or subsequent re-determination

Information Architecture: A description of the information and data flows that are critical to a solution. This architecture illustrates the types of information and data that are collected by a solution and how the information is aggregated, stored, and used for reporting purposes

Interface: A point of interaction between two systems or modules

Intrusion Detection System (IDS): A device (or application) that monitors network and/or system activities for malicious activities or policy violations and produces reports to a Management Station

K

L

M

Metadata: Information that describes various facets of an information asset to improve its usability throughout its life cycle

Middleware: Computer software that connects software components or applications. The software consists of a set of services that allows multiple processes running on one or more machines to interact

Modified Gross Income: (MAGI)

Module: A portion of a system that provides specific, discrete functionality

N

National School Lunch: NSLP

O

Ohio Health and Human Services Enterprise Exchange: OHHSEE, temporary name given to the proposed system

OHT: Ohio's Office of Health Transformation

Older Americans Act Programs: OAA

Online Analytical Processing (OLAP): Client and server based analysis tools, allowing for complex analytical and ad-hoc queries with a rapid execution time

Online Transaction Processing (OLTP): Systems that facilitate and manage transaction-oriented applications, typically for data entry and retrieval transaction processing

Open Source: Practices in production and development that promote access to the end product's source materials or code

Operational Data Store (ODS): A database designed to integrate data from multiple sources to make analysis and reporting easier

P

Password: Confidential authentication information, usually composed of a string of characters used to provide access to a computer resource

Person-centric approach: an approach centered around the client and focused on delivering services to achieve an outcome

Post Adoption Special Services Subsidy Program: PASSS

Portal: A computing gateway that unifies access to enterprise information and applications

Potentially Eligible: A person that may be eligible to receive benefits from HHS programs and services

Process Flows: A diagram depicting the set of activities required to perform a specific function in the future state

Q

Quality of Service (QOS): The ability to provide different priority to different applications, users, or data flows, or to guarantee a certain level of performance to a data flow

R

Relational Database Management System (RDBMS): A Database Management System in which data is stored in the form of tables and the relationship among the data is also stored in the form of tables

Residential State Supplement: RSS

Rich Internet Application (RIA): Web application that has many of the characteristics of a desktop application, typically delivered either by way of a site-specific browser or via a browser plug-in

S

SAMS: State Adoption Maintenance Subsidy

Self-empowered Life Funding: SELF

Service-Oriented Architecture (SOA): A set of design principles used in application development characterized by the following attributes:

1. The system must be modular. This provides the obvious benefit of being able to "divide and conquer" — to solve a complex problem by assembling a set of small, simple components that work together
2. The modules must be distributable — that is, able to run on disparate computers and communicate with each other by sending messages over a network at runtime
3. Module interfaces must be "discoverable" — that is, clearly defined and documented. Software developers write or generate interface metadata that specifies an explicit contract, so that another developer can find and use the service
4. A module that implements a service must be "swappable." This implies that it can be replaced by another module that offers the same service without disrupting modules that used the previous module. This is accomplished by separating the interface design from the module that implements the service
5. Service provider modules must be shareable — that is, designed and deployed in a manner that enables them to be invoked successively by disparate applications in support of diverse business activities

Simple Object Access Protocol (SOAP): A protocol specification for exchanging structured information in the implementation of Web Services

Shared Analytics: Refers to the business intelligence functionality or the work stream containing that functionality

Service portfolio management: SPM

Software as a Service (SaaS): Software that is developed to be delivered as a service. The software and supporting infrastructure are owned, delivered and managed remotely by an external provider

Software Development Kit (SDK): A set of development tools that allows for the creation of applications for a certain software package

Solution Architecture: A holistic description of a solution comprised of business architecture, information architecture, and technology architecture views

Summer Food Program: SFP

T

TANF: Temporary Assistance for Needy Families

Technology Architecture: The technical layer on which a solution is based. The technical architecture is comprised of all the major hardware and software technology entities required to enable the solution to meet the business and information requirements

ToT: Training of Trainers

U

Use Case: A format used to capture the requirements from a client and user perspective. The purpose of the use cases is to illustrate *what* the system is expected to do, not *how* it is expected to do it.

User Interface (UI): The method or component users use to interact with a system

V

Virtual Private Network (VPN): A network that uses a public telecommunication infrastructure, such as the Internet, to provide remote offices or individual users with secure access to their organization's network

W

Web 2.0: This term describes Web applications that facilitate interactive information sharing,

interoperability, user-centered design, and collaboration on the World Wide Web. Examples include wikis, blogs, and mashups

Web Service Specifications: Collectively referred to as “WS-*” and pronounced “w-s-star.” These are industry-supported standards that provide the heterogeneity and interoperability that applications require

Web Services: Web services are modular business services delivered over the Internet as and when needed. The modules can be combined, can come from any source, and can eventually be acquired dynamically and without human intervention, when needed. They are a key building block of a Service-Oriented Architecture

Web Services Description Language (WSDL): An XML-based language that provides a model for describing Web Services

Wide Area Network (WAN): A computer network that covers a broad area (i.e., any network whose communications links cross metropolitan, regional, or national boundaries)

Work: “The Work” in this RFP is defined as project services and ongoing operational and hosting services.

Work Manager: The Contractor’s liaison with the State under this Contract

Workforce Investment Act: WIA

X

XML (Extensible Markup Language): A language similar to HTML that allows for the self-descriptive categorization, storage and transport of data

Y

Z