

**AGREEMENT BY AND BETWEEN
TEXAS HEALTH AND HUMAN SERVICES COMMISSION (HHSC)
AND
DEPARTMENT OF STATE HEALTH SERVICES (DSHS)
AND
GENESIS SYSTEM, INC.**

**FOR
MODIFIED COMMERCIAL OFF-THE-SHELF PRODUCT
FOR
VITAL EVENTS REGISTRATION SYSTEM**

CONTRACT No 537-16-0069-00001

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**SIGNATURE DOCUMENT FOR
TEXAS HEALTH AND HUMAN SERVICES COMMISSION (HHSC) AND
DEPARTMENT OF STATE HEALTH SERVICES (DSHS)**

I. PURPOSE

The Texas Department of State Health Services (DSHS) (“System Agency”), an administrative agency within the executive department of the State of Texas and having its principal office at 1100 West 49th Street, Austin TX. 78756, and Genesis Systems Inc. (“Contractor”), having its principal office at 3601 N. Progress Ave, Suite 200, Harrisburg, PA. 17110 (each a “Party” and collectively the “Parties”) enter into the following contract for the Texas Electronic Vital Events Registrar (TxEVER) System services (the “Contract”).

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Texas Health and Safety Code Chapters 12 and 1001 and Texas Government Code Chapter 2155.

III. DURATION

The Contract is effective on the signature date of the latter of the Parties to sign this agreement and terminates on *August 31, 2023*, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its own discretion, may extend this Contract for up to two additional 24 month periods (fiscal years 2024-2025 and 2026-2027), subject to terms and conditions mutually agreeable to the Parties.

IV. BUDGET

The total amount of this Contract will not exceed **FIFTEEN MILLION SIX HUNDRED THREE THOUSAND EIGHT HUNDRED NINETY-FOUR DOLLARS (\$15,603,894.00)**. Contractor’s compensation for Implementation of the MOTS System, Imaging System, and vendor-provided Hosting Services will not exceed **SEVEN MILLION SEVEN HUNDRED FORTY-FOUR THOUSAND SEVEN HUNDRED TWO DOLLARS (\$7,744,702.00)**. Contractor’s compensation for providing five (5) years of maintenance for the MOTS System, Imaging System, and Hosting Services will not exceed **SEVEN MILLION EIGHT HUNDRED FIFTY-NINE THOUSAND ONE HUNDRED NINETY-TWO DOLLARS (\$7,859,192.00)**. All expenditures under the Contract will be in accordance with **EXHIBIT J – MILESTONES AND ASSOCIATED PAYMENTS.**

V. ORDER OF PRECEDENCE

If the elements of this Contract conflict in any way, the documents shall control in the following order of precedence:

- (1) **THIS SIGNATURE DOCUMENT**
- (2) **THE SCOPE OF WORK**
- (3) **MILESTONES AND ASSOCIATED PAYMENTS**
- (4) **SUPPLEMENTAL AND SPECIAL CONDITIONS**
- (5) **HHSC TERMS AND CONDITIONS**
- (6) **THE DATA USE AGREEMENT**
- (7) **GENESIS BEST AND FINAL OFFER**
- (8) **ESCROW AGREEMENT**
- (9) **PROPOSAL CLARIFICATIONS**
- (10) **CONTRACTOR'S RESPONSE TO REQUEST FOR PROPOSAL NO. 537-16-0069**
- (11) **REQUEST FOR PROPOSAL NO. 537-16-0069, INCLUDING ATTACHMENTS AND EXHIBITS, AND ANY MODIFICATIONS, ADDENDA OR AMENDMENTS ISSUED IN CONJUNCTION WITH THE REQUEST FOR PROPOSAL**
- (12) **GENERAL AFFIRMATIONS**

VI. CONTRACT REPRESENTATIVES.

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

Texas Department of State Health Services (DSHS)
1100 W. 49th Street
Austin, TX. 78756
Attention: Mike Pryor, CTCM

Contractor

Genesis Systems Incorporated
3601 N. Progress Ave,
Suite 200,
Harrisburg, PA. 17110
Attention: Mr. Richard Huber, CEO

VII. LEGAL NOTICES

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

System Agency

Texas Health and Human Services Commission (HHSC)
1100 W. 49th Street, MC202
Austin, TX. 78756
Attention: Lisa Hernandez

Contractor

Genesis Systems Incorporated
3601 N. Progress Ave,
Suite 200,
Harrisburg, PA. 17110
Attention: Mr. Richard Huber, CEO

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

SIGNATURE PAGE FOLLOWS

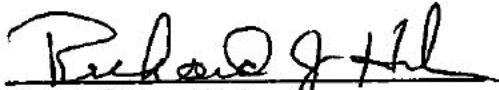
SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. 537-16-0069-0001

SYSTEM AGENCY


Executive Commissioner

Date of execution: 6-1-2016

**CONTRACTOR – GENESIS SYSTEMS
INCORPORATED**



Name: Richard Huber

Title: Chief Executive Officer

Date of execution: 5-25-2016

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. *** ARE HEREBY ATTACHED AND INCORPORATED BY REFERENCE:

EXHIBIT A	SCOPE OF WORK
EXHIBIT B	HHSC UNIFORM TERMS AND CONDITIONS - VENDOR
EXHIBIT C	SIGNED SECURITY AND PRIVACY INITIAL INQUIRY (SPI)
EXHIBIT D	DATA USE AGREEMENT
EXHIBIT E	CONTRACTOR'S PROPOSAL
EXHIBIT F	CONTRACTOR CERTIFICATIONS
EXHIBIT G	HUB SUBCONTRACTING PLAN
EXHIBIT H	GENERAL AFFIRMATIONS
EXHIBIT I	SUPPLEMENTAL AND SPECIAL CONDITIONS
EXHIBIT J	MILESTONES AND ASSOCIATED PAYMENTS
EXHIBIT K	GENESIS BEST AND FINAL OFFER
EXHIBIT L	NON-EXCLUSIVE LIST OF APPLICABLE LAWS
EXHIBIT M	TXEVER PROPOSAL CLARIFICATION QUESTIONS
EXHIBIT N	VENDOR PRODUCT(S) SOFTWARE ESCROW AGREEMENT
EXHIBIT O	APPLICATION LICENSE AGREEMENT
EXHIBIT P	DATABASE LICENSE AGREEMENT

EXHIBITS FOLLOW

EXHIBIT A CONTRACT STATEMENT OF WORK



Contract Statement of Work

(CSOW)

for

**Texas Electronic Vital Events Registrar (TxEVER)
System**

Date: June 01, 2016

Version: 1.0

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List of acronyms and initialisms referenced in this Statement of Work

Acronym or initialism	Definition
ACA	After Contract Award
A/R	As Required
BOM	Bill of Materials
BPM	Backup Project Manager (Contractor)
CDC	Centers for Disease Control and Prevention
CDID	Contract Data Item Deliverable
CDR	Critical Design Review
CHRI	Criminal History Record Information – information on an individual’s criminal history maintained by Texas Department of Public Safety (DPS) or a vendor approved by DPS for the purpose of obtaining CHRI.
CHS	Center for Health Statistics
CMS	Centers for Medicare and Medicaid Services
COTS	Commercial Off-The-Shelf
CPM	Contractor Project Manager
DCS	Data Center Services
DIR	Department of Information Resources – Government agency that oversees Information Technology for all state agencies in Texas.
DPS	Department Of Public Safety
DRDC	Disaster Recovery Data Center
DSHS	Department of State Health Services – Government agency that oversees the state programs intended to improve health and well-being in Texas.
EIR	Electronic and Information Resources
EISSG	Enterprise Information Security Standards and Guidelines (DSHS)
FDD	Feature-driven development is an iterative and incremental software development process.
FIPS Mode	The Federal Information Processing Standard (FIPS) Publication 140-2, is a U.S. government computer security standard used to accredit cryptographic modules.
FISMA	Federal Information Security Management Act

Acronym or initialism	Definition
GUI	Graphical User Interface
HETS	HIPAA Eligibility Transaction System
HHS	Health and Human Services
HHSC	Health and Human Services Commission – Government organization that oversees the operations of the health and human services system, provides administrative oversight of Texas health and human services programs, and provides direct administration of some programs.
HIPAA	Health Insurance Portability and Accountability Act of 1996
HL7	Health Level Seven, is an all-volunteer, non-profit organization involved in development of international healthcare standards. "HL7" is also used to refer to some of the specific standards created by the organization (e.g., HL7 v2.x, v3.0)
ICD-11	Will be the 11 th revision of the International Statistical Classification of Diseases and Related Health Problems
IMS	Integrated Master Schedule
IPT	Integrated Product Team
IAW	In Accordance With
IR	Information Request
IT	Information Technology
ITOP	Induced Termination of Pregnancy
IV&V	Independent Verification and Validation
JAD	Joint Application Design
MOTS	Modified-Off-The-Shelf
NCHS	National Center for Health Statistics
NLT	Not Later Than
NTP	Notice To Proceed
ONC	The Office of the National Coordinator for Health Information Technology (ONC) is at the forefront of the administration's health IT efforts and is a resource to the entire health system to support the adoption of health information technology and the promotion of nationwide health information exchange to improve health care.
OS	Operating System
PCI DSS	Payment Card Industry Data Security Standard
PCR(s)	Project Change Request(s)

Acronym or initialism	Definition
PDC	Primary Data Center
PDR	Preliminary Design Review
PGP	Pretty Good Privacy is a data encryption and decryption computer program that provides cryptographic privacy and authentication for data communication.
PII	Personally Identifiable Information
PM	Project Manager (System Agency)
PPM	Product Portfolio Manager
PRR	Production Readiness Review
PTRR	Pilot Test Readiness Review
RAC	In database computing, Oracle Real Application Clusters (RAC) provides software for clustering and high availability in Oracle database environments
RDBMS	Relational Database Management System
REST	Representational State Transfer (REST) is a software architecture style consisting of guidelines and best practices for creating scalable web services.
RFP	Request For Proposal
RTM	Requirements Traceability Matrix
SDD	System Design Description
SDLC	Software Development Life Cycle
SAC	System Acceptance Certificate
SOA	Service-oriented architecture
SOW	Statement of Work
SR	Service Request
SRR	System Requirements Review
SRS	System Requirements Specification
SSA	Social Security Administration
TCOE	TxEVER Center Of Excellence
TDD	Test-Driven Development is a software development process that relies on the repetition of a very short development cycle: first the developer writes an (initially failing) automated test case that defines a desired improvement or new function, then produces the minimum amount of code to pass that test, and finally refactors the new code to acceptable standards.

Acronym or initialism	Definition
TER	Texas Electronic Registrar
TRR	Test Readiness Review
TSAC	TxEVER System Acceptance Certificate
TxEVER	Texas Electronic Vital Events Registrar
UAT	User Acceptance Testing
URL	A uniform resource locator is a reference to a resource that specifies the location of the resource on a computer network and a mechanism for retrieving it.
VSU	Vital Statistics Unit
WR	Work Request

Revision Number	Effective Date	Change Description	Sections Affected
1.0	June 01, 2016	Initial release for contract execution.	

1 General Information

1.1 Scope

The Texas Electronic Vital Events Registrar (TxEVER) System will be a web-based application that to replace existing Texas Electronic Registrar (TER) system managing vital records for the State of Texas. The TxEVER System will include a Commercial-Off-The-Shelf (COTS) product customized to a Modified-Off-The-Shelf (MOTS) product integrated with an Imaging and other ancillary systems, and a private dedicated Hosting service.

The TxEVER System will provide a turn-key capability to support a user base located in thousands of locations across the State with interoperability among internal and external interfaces systems such as the Texas Department of Information Resources (DIR), Health and Human Services Commission (HHSC), Department Of State Health Services (DSHS) and National Information Systems such as the National Center for Health Statistics (NCHS), and Center for Disease Control (CDC). This system will enable the secure collection, storage, management, and reporting of vital event data on a wide variety of operating systems and platforms to serve the people of Texas.

1.2 HHSC/DSHS Points of Contact

The primary point of contact for this CSOW is:

Mike Pryor, CTCM
Contract Manager
Department Of State Health Services (DSHS)
1100 W. 49th Street, Tower Building
Austin, Texas 78756
Email: mike.pryor@dshs.texas.gov
Phone: (512) 776-3925

The secondary point of contact for this SOW is:

Chris Guerrero
VSU Director, Business Modernization
Department Of State Health Services (DSHS)
1100 W. 49th Street, Mail Code 1966
Austin, Texas 78756
Email: chris.guerrero@dshs.state.tx.us
Phone: (512) 776-7526

1.3 TxEVER Vision Statement

“Strengthening and Protection of the Statewide System of Vital Events”

1.4 TxEVER Mission Statement

The TxEVER project will be managed by an Integrated Product Team (IPT) to deliver the following mission objectives:

1. Customize, test and deploy a modern web-based vital events system with improved security, maintainability, and interoperability across local, regional, state, and national programs and information systems.
2. Enable integration and interoperability with Electronic Health Records (EHR) systems.
3. Improve the efficiency and execution of Texas Vital Statistics Unit (VSU) business services.
4. Transition VSU business operations from the existing TER System (including full data migration) with minimal disruption to stakeholders on or before January 1, 2018.

2 Statement of Work (SOW)

- A. All relevant requirements from the TxEVER System Request for Proposal (RFP) No. 537-16-0069 SOW have been transferred to this contract SOW. The requirements have been reorganized to align to System Agency TxEVER implementation project Level II Work Breakdown Structure (WBS). Additional detail has been added to clarify HHSC/DSHS expectations with regard to project activities and associated deliverables across the three (3) major system elements which comprise the turn-key system:

- 1. TxEVER System COTS/MOTS Web-based Application**
- 2. TxEVER Integrated Imaging Application**
- 3. TxEVER Hosting Service**

- B. The Contractor shall plan, manage, execute and deliver all products and services in compliance with this SOW and the associated contract requirements. The Contractor shall work in a collaborative manner with System Agency to deliver all products and services. System Agency shall support the Contractor efforts to facilitate the delivery of the products and services through an IPT management approach throughout the implementation project lifecycle. System Agency has organized the project into six (6) Level II WBS activities.

- 1. Project Management**
- 2. Technology Development and Customization**
- 3. Integration and Testing**
- 4. User Readiness and Training**
- 5. System Deployment and Operation**
- 6. System Maintenance and Support**

2.1 Project Management

The Contractor shall provide project management throughout the contract period of performance. The project management support shall include open and timely communications, transparency, problem detection and corrective action, and peer to peer working relationships supporting the System Agency TxEVER Project IPT.

2.2 Contract Data Item Deliverable (CDID)

- A. The complexity and scale of the TxEVER project requires a comprehensive set of deliverables identified herein as Contract Data Item Deliverable (CDID) documents. CDID's shall be prepared and delivered by the Contractor for System Agency review and or approval as defined herein.
- B. Table 1 summarizes all document deliverables including the format and time frame for delivery on the project. All CDID's are referenced within the associated Work Breakdown Structure (WBS) activities. Deliverables are grouped in three categories: Plans, Reports, and Technical Documents. Each CDID has a unique identifying number and corresponding SOW paragraph reference where the requirements for the specific deliverable is defined.
- C. The Contractor shall provide all CDID's per the defined deliverable formats, dates, and timeframes listed in the referenced SOW paragraphs and Table 1. The Contractor shall perform all contract activities In Accordance With (IAW) the System Agency approved CDIDs.
- D. Table 1 CDID Notes:
 1. "d = day" and refers to business days.
 2. "ACA = After Contract Award date" and measured from the date of contract start of work.
 3. Deliverables shall be in Microsoft Office 365 compatible file formats unless stated otherwise.
 4. Recurring weekly reports are due NLT 5 pm CST each Friday.
 5. Recurring monthly reports are due NLT 5 pm CST on the last Thursday of each month. Quarterly reports are due NLT 5 pm CST on the last Monday of each State fiscal quarter (e.g. Q1= Nov, Q2= Feb, Q3=May, Q4=Aug).
 6. Due dates that reference a project major milestone (i.e. SRR's, PDR's, CDR's, etc.), refer to Table 2 Project Milestones and the associated Project Integrated Master Schedule (PIMS).

Table 1. Contract Data Item Deliverable (CDID) Documents

CDID No.	Deliverable Document Title: "TxEVER" <title>	Document Format	Contractor Due Date	System Agency Review Period	SOW Paragraph Reference	Update Rate
TxEVER Project Deliverable Plans						
D001	Project plan	MS Word	30d ACA	10d	2.7.1	A/R
D002	Project schedule	MS Project	30d ACA	10d	2.7.2	Monthly
D003	Meeting plan	MS Word	10d before mtg	10d	Multiple	A/R
D004	Communication plan	MS Word	30d ACA	10d	2.7.4	A/R
D005	Security plan	MS Word	30d ACA	10d	2.7.6	A/R
D006	Risk management plan	MS Word	30d ACA	10d	2.7.7	A/R
D007	System customization plan	MS Word	Initial – PDR; Final CDR	15d	2.8.4	A/R
D008	Data Migration plan – (System Data; Statistical Data; Imaging Data)	MS Word	Initial - PDR; Final - CDR	10d	2.16.1	A/R
D009	Primary Hosting site implementation plan	MS Word	Initial – PDR; Final – PRR	10d	2.15.1	A/R

CDID No.	Deliverable Document Title: "TxEVER" <title>	Document Format	Contractor Due Date	System Agency Review Period	SOW Paragraph Reference	Update Rate
TxEVER Project Deliverable Plans						
D010	Backup Hosting site implementation plan	MS Word	Initial – PDR Final - PRR	10d	2.15.1	A/R
D011	Business continuity operation plan	MS Word	Initial – TRR; Final - PRR	15d	2.15.4	A/R
D012	Disaster Recovery (DR) plan	MS Word	Initial – TRR; Final - PRR	15d	2.15.5	A/R
D013	Reserved					
D014	Functional test plan – Unit Testing	MS Word/ HHSC/DSH S Excel Template	Initial – CDR; Final - TRR	15d	2.18.2	A/R
D015	Functional test plan – Systems Testing	MS Word/ HHSC/DSH S Excel Template	Initial – CDR; Final TRR	15d	2.18.2	A/R
D016	Functional test plan – User Acceptance Testing (UAT)	MS Word/ HHSC/DSH S Excel Template	Initial – CDR; Final - TRR	15d	2.18.2	A/R
D017	Functional test plan – Integration	MS Word/ HHSC/DSH S Excel Template	Initial – CDR; Final - TRR	15d	2.18.2	A/R
D018	Performance and load test plan	MS Word/ HHSC/DSH S Excel Template	Initial – CDR; Final - TRR	15d	2.18.3	A/R
D019	Training plan	MS Word	Initial – CDR; Final - TRR	15d	2.21.2	A/R
D020	System deployment plan	MS Word	Initial – CDR; Final - TRR	15d	2.22.2	A/R
D021	Post Go-Live stabilization plan	MS Word	Initial – TRR; Final - PRR	15d	2.24	A/R
D022	System transition plan	MS Word	Initial – TRR; Final - PRR	15d	2.24.1	A/R
D023	System maintenance and support plan	MS Word	Initial - CDR; Final - PRR	15d	2.28.2	A/R
D024	Service corrective action plan	MS Word	Within 10d of HHSC/DSHS notice	15d	2.37.2	Monthly
TxEVER Project Deliverable Reports						
D025	Weekly status report	MS Word	Initial – 5d ACA	N/A	2.7.5	Weekly
D026	Risk register report	MS Excel	Initial - 30d ACA	10d	2.7.7	Monthly
D027	Security background check report	MS Excel	30d ACA	10d	2.3	Within 10d of status change
D028	Meeting minutes report	MS Word	Within 5d of event	5d	Multiple	A/R
D029	Security control status report	MS Word	Initial - PRR	10d	2.15.2	A/R
D030	Security compliance report	MS Word	Initial - PRR	10d	2.15.3	A/R
D031	Service metrics report	MS Word	30d after go- live	5d	2.37.1	Monthly

CDID No.	Deliverable Document Title: "TxEVER" <title>	Document Format	Contractor Due Date	System Agency Review Period	SOW Paragraph Reference	Update Rate
TxEVER Project Deliverable Plans						
D032	Security incident written report	MS Word	Within 24 hrs of event	10d	2.39.1	A/R
D033	Service Request (SR) ticket report	MS Word	30d after go-live	5d	2.37.3	Monthly
D034	Maintenance and enhancement scheduling report	MS Word	90d after go-live	5d	2.37.4	Monthly
D035	System outage report	MS Word	90d after go-live	5d	2.37.5	Monthly
D036	System escrow account report	MS Word and Excel	30d ACA	10d	2.41.5	A/R
TxEVER Project Deliverable Technical Documents						
D037	Requirements Traceability Matrix (RTM)	MS Excel/DIR format	Initial – SRR	10d	2.9.1	A/R
D038	System Design Description (SDD)	MS Word/DIR format	Initial - PDR; Final - CDR	10d	2.9.3	A/R
D039	Imaging Interface Design Specification (IIDS)	MS Word	Initial - PDR; Final - CDR	10d	2.16.3	A/R
D040	System Requirements Specification (SRS)	MS Word/DIR format	Initial - SRR	10d	2.9.4	A/R
D041	System Data Dictionary	MS Excel (HHSC/DS HS Template)	Initial - PDR; Final - CDR	15d	2.12	A/R
D042	System training materials	MS Word & Power Point (HHSC/DS HS Template)	Initial - CDR; Final – Customization Complete	15d	2.21.2	A/R
D043	System Test Report	MS Word/MS Excel	Completion of system testing	15d	2.18.4	A/R
D044	TxEVER System Acceptance Certificate (TSAC)	MS Word (HHSC/DS HS Template)	Completion of 90 day performance test	15d	2.25.2	A/R

E. System Agency shall acknowledge receipt of each Contractor deliverable in writing. System Agency shall review and provide comments, questions, clarifications requests, approval and or rejections with required corrective actions within the specified time frame. If System Agency is unable to provide a timely response System Agency shall notify the Contractor of the reason for the delay and negotiate a revised due date.

2.3 Project Personnel

A. The Contractor shall be responsible for providing all personnel resources necessary to perform the Services described herein, unless specifically stated as the responsibility of System Agency.

- B. Throughout the term of the contract the Contractor shall:
 - 1. Provide qualified personnel to perform all Services required in this SOW;
 - 2. Promptly remove and replace personnel at the request of System Agency;
 - 3. Provide System Agency written notice of any plan to add, remove and replace personnel; and
 - 4. Obtain written approval from System Agency Project Manager (PM) for all proposed personnel prior to such personnel beginning work.

- C. The Contractor shall complete Fingerprint-based Criminal Background Checks in compliance to System Agency VSU Criminal Background Check Policy CD-2014.01 (and associated procedures) for all Contractor personnel (including subcontractors) who do or may provide goods or services under contract with the Vital Statistics Unit of System Agency. Criminal History Record Information (CHRI) shall be obtained by the submission of their fingerprints to the Department of Public Safety (DPS) or a vendor approved by DPS within 30 days ACA for existing employees, or 14 days prior to any new personnel start work on the project.
 - 1. Criminal background checks shall be performed at Contractor expense.
 - 2. Criminal background checks are for criminal convictions or deferred adjudications entered into in any local, state or federal jurisdiction in the United States of America.
 - 3. Contractor shall notify System Agency prior to duty assignment if a worker assigned to System Agency is on a work release program or has been convicted of a felony.
 - 4. Background checks shall include criminal history updates subsequent to the initial background check.
 - 5. Contractor staff shall self-report any criminal offence within five (5) calendar days of each reportable event, which includes but is not limited to: arrests, indictments, adjudications of guilt, pleas of guilty or nolo contendere assessments of probation pre-trial diversions, community supervision / deferred adjudication for any criminal offences, or dismissals, acquittals, or similar final outcomes that do not involve pleas of guilty or nolo contendere.

- D. The Contractor shall provide a summary report showing confirmation and evidence of completed background checks in CDID D027 TxEVER Security background check report.

- E. The Contractor shall provide updates to CDID D027 within 10 days of any changes in personnel background status.

- F. The Contractor shall identify project staff designated as “Key Personnel” to System Agency.

- G. If replacement of personnel for cause is required, Contractor shall follow the requirements identified in paragraph 2.1 Project Personnel for managing and reporting changes.

- H. The Contractor shall be responsible for ensuring that its personnel conduct themselves professionally and courteously.

- I. System Agency will reserve the right to alter the designation of any Contractor personnel as “Key Personnel.”
- J. System Agency, at its discretion, may request that Contractor remove a particular individual, designated as “Key Personnel,” who is providing Services under any resulting Contract if System Agency believes that such individual is not providing the Services as described within this SOW and the Contractor, after notice, has been unable to resolve performance issues relative to such individual.
- K. System Agency reserves the right to refuse the services of any personnel based on the results of Contractor Background checks.

2.3.1 Contractor Project Manager and Backup Project Manager

- A. The Contractor shall designate an individual to act as the Contract Project Manager (CPM) and an additional individual who will act as the Backup Project Manager (BPM) who shall be designated as “Key Personnel” and responsible for the activities, tasks, and deliverables described in the contract and SOW.
- B. All responsibilities of the CPM shall be responsibilities of the BPM when the CPM is unavailable.
- C. The CPM shall be the System Agency primary point of contact on the Project. The CPM shall be available to System Agency personnel, Monday through Friday, 8:00 a.m. – 5:00 P.M CST. The CPM or CPM's designee shall be available to System Agency via physical presence, telephone, text or email messaging to address emergency needs 24 hours a day/7days per week/365 days per year through the contract period of performance.
- D. The CPM shall be responsible for communicating with System Agency on all issues related to the services and to discuss and resolve service issues.
- E. CPM shall receive guidance and direction from System Agency designated staff.
- F. CPM shall work closely with System Agency designated staff to make certain that deliverable milestones are met as scheduled.
- G. CPM, at a minimum, shall respond to:
 - 1. Day-today problems;
 - 2. Manage issues;
 - 3. Construct project plans and timelines;
 - 4. Provide status reports;
 - 5. Participate in weekly status meetings; and
 - 6. Manage personnel resources.

2.4 Communication between System Agency and Contractor

- A. The Contractor shall be responsible for timely and accurate communications necessary to ensure the following capabilities and transition of the TxEVER System from the existing TER System:

1. Successful migration of data from existing TER (and associated systems);
 2. Customization of the COTS System to the MOTS System configuration;
 3. Implementation of the COTS and MOTS System;
 4. Hosting services of the COTS and MOTS turn-key system;
 5. Implementation the Imaging System;
 6. Testing the turn-key system (i.e. COTS/MOTS/Imaging & Hosting services);
 7. Operation deployment of the turn-key system; and
 8. Maintenance and support the turn-key system.
- B. Contractor Communication shall be provided in accordance with the approved CDID deliverables identified in Table 1.

2.5 Project Milestones and Schedule Management

- A. The on-time deployment of the customized TxEVER Turn-key System is the most critical milestone deliverable of the contract. A joint Contractor and System Agency Project Integrated Master Schedule (PIMS) shall be developed, baselined, and maintained throughout the project lifecycle as part of the IPT activities.
- B. The project major milestones are depicted in Table 2 – Contract Data Item Deliverables. These milestones represent the key checkpoints to be incorporated into the project schedule and used a reference for communicating status of project progress, deliverables, and associated Contractor payment milestones.
- C. Changes to any major milestone date must be agreed in writing. If the Contractor schedule performance indicates one or more major milestone cannot be achieved, the Contractor shall provide written notice to System Agency about the developing situation (including the recommended corrective action plan) to bring the project back into compliance. If an adaptation of the project activities will not allow a return to the original milestone date, the Contractor and System Agency shall meet to discuss and mutually agree on a suitable action plan. The Contractor shall proceed with changes in Scope, Schedule, or Cost only on written contractual authorization issued by the designated System Agency Contract Manager.
- D. The Contractor shall conduct major milestone event reviews to facilitate System Agency review and approval of each milestone transition point.
- E. When a milestone has been satisfactorily achieved, System Agency shall provide the Contractor a written Notice To Proceed (NTP) authorizing transition from one milestone event to the next. The Contractor shall reference the associated milestone and NTP on all invoices.

Table 2. TxEVER Project Major Milestones

Milestone Number	TxEVER Project Milestone Event/Achievement	Planned Date
1	Contract Award/Start of Work Meeting	06/01/16
2	COTS System, Imaging System, and Hosting Services available for System Agency Testing and Evaluation (including test data base and user training)	06/22/16
3	MOTS System Block I – System Requirements Review (SRR) Complete (Core, Birth, Adoption Registry, Fetal Death and Customer Service modules)	07/08/16
4	MOTS System Block I – Preliminary Design Review (PDR) Complete (Core, Birth, Adoption Registry, Fetal Death and Customer Service modules)	08/25/16
5	MOTS System Block I – Critical Design Review (CDR) Complete (Core, Birth, Adoption Registry, Fetal Death and Customer Service modules)	09/29/16
6	MOTS System Block II – System Requirements Review (SRR) Complete (Death, Imaging, and interface modules)	11/10/16
7	MOTS System Block II – Preliminary Design Review (PDR) Complete (Death, Imaging, and interface modules)	12/20/16
8	MOTS System Block I – Data Migration Plan Approved (Core, Birth, Adoption Registry, Fetal Death and Customer Service modules)	12/22/16
9	MOTS System Block I - Customization Complete (Core, Birth, Adoption Registry, Fetal Death and Customer Service modules)	01/05/17
10	MOTS System Block II – Critical Design Review (CDR) Complete (Death, Imaging, and interface modules)	01/24/17
11	Contractor SSAE 16 SOC 1 (audit) and 2 (controls) compliance verified (by 3 rd party)	01/31/17
12	Contractor FISMA compliance (self-assessment) and report complete	01/31/17
13	MOTS System Block III – System Requirements Review (SRR) Complete (Marriage, Divorce, ITOP modules)	03/01/17
14	MOTS System Block I – Contractor Testing Complete (Core, Birth, Adoption Registry, Fetal Death and Customer Service modules)	03/02/17
15	MOTS System Block II - Customization Complete (Death, Imaging, and interface modules)	03/14/17
16	MOTS System Block I – UAT Test Readiness Review (Core, Birth, Adoption Registry, Fetal Death and Customer Service modules)	03/16/17
17	MOTS System Block II – Data Migration Plan Approved (Death, Imaging, and interface modules)	03/21/17
18	MOTS System Block I – Data Migration Complete (Core, Birth, Adoption Registry, Fetal Death and Customer Service modules)	04/06/17
19	MOTS System Block III – Preliminary Design Review (PDR) Complete (Marriage, Divorce, ITOP modules)	04/11/17

Milestone Number	TxEVER Project Milestone Event/Achievement	Planned Date
20	MOTS System Block II – Contractor Testing Complete (Death, Imaging, and interface modules)	04/25/17
21	MOTS System Block III – Critical Design Review (CDR) Complete (Marriage, Divorce, ITOP modules)	05/05/17
22	MOTS System Block II – UAT Test Readiness Review (Death, Imaging, and interface modules)	05/09/17
23	MOTS System Block II – Data Migration Complete (Death, Imaging, and interface modules)	05/16/17
24	MOTS System Block III - Customization Complete (Marriage, Divorce, ITOP modules)	06/09/17
25	MOTS System Block III – Data Migration Plan Approved (Marriage, Divorce, ITOP modules)	06/16/17
26	MOTS System Block I – Agency User Acceptance Testing (UAT) Complete (Core, Birth, Adoption Registry, Fetal Death, and Customer Service modules)	06/20/17
27	MOTS System Block III – Contractor Testing Complete (Marriage, Divorce, ITOP modules)	06/23/17
28	MOTS System Block I – Agency User Application & Technical Training Complete (Core, Birth, Adoption Registry, Fetal Death, and Customer Service modules)	06/27/17
29	MOTS System Block III – UAT Test Readiness Review (Marriage, Divorce, ITOP modules)	07/07/17
30	MOTS System Block II – Agency User Acceptance Testing (UAT) Complete (Death, Imaging, and interface modules)	08/11/17
31	MOTS System Block III – Data Migration Complete (Marriage, Divorce, ITOP modules)	08/11/17
32	MOTS System Block II – Agency User Application & Technical Training Complete (Death, Imaging, and interface modules)	08/18/17
33	MOTS System Block III – Agency User Acceptance Testing (UAT) Complete (Marriage, Divorce, ITOP modules)	09/12/17
34	MOTS System Block III – Agency User Application & Technical Training Complete (Marriage, Divorce, ITOP modules)	09/19/17
35	MOTS Integrated System – End User Training Complete	10/31/17
36	MOTS Integrated System – Data Migration Complete	11/07/17
37	MOTS Integrated System – Pilot Testing Complete	12/15/17
38	MOTS Integrated System – Production Readiness Review (PRR) Complete	12/20/17
39	TxEVER Integrated System – Go-Live	01/01/18
40	TxEVER Integrated System – Post go-live Performance Evaluation Complete	03/31/18
41	TxEVER Implementation Project – Close Out (and lessons learned) Complete	07/18/18
42	TxEVER System – Start of 5 year maintenance	09/01/18

Milestone Number	TxEVER Project Milestone Event/Achievement	Planned Date
43	TxEVER System – 5 year maintenance Complete	08/31/23
44	TxEVER System - Start of Two (2) Year maintenance option #1	09/01/23
45	TxEVER System – Start of Two (2) Year maintenance option #2	09/01/25
46	TxEVER System – End of contract	08/31/27

2.6 TxEVER System Solution and Services

- A. The contractor shall configure, customize, integrate, test, deploy, and maintain a complete TxEVER System turn-key solution and services compliant to the State of Texas System Agency Request For Proposal (RFP) No. 537-16-0069 and negotiated changes as reflected in this contract.

- B. The following items define the TXEVER System turn-key solution and associated services. The solution includes the complete hardware, software, facilities, and maintenance services to support the system business and performance requirements defined within the contract.
 - 1. A COTS web-based software system that will be customized to MOTS configuration meeting the mandatory (including all non-mandatory requirements offered) to support the System Agency Vital Statistics Unit (VSU) business operations for the State of Texas.
 - 2. An Imaging system integrated with the COTS and MOTS system to provide all TxEVER System imaging business functions.
 - 3. A Hosting service to support the operation and customization of the COTS and MOTS system, the integrated Imaging System, and data bases (excluding System Agency Center for Health Statistics (CHS) Statistical data base), and associated interfaces.
 - 4. Maintenance support inclusive of all hardware, software, facilities, and personnel to support the TxEVER turn-key system business performance requirements.
 - 5. Provisioning of all ongoing software upgrades, releases, maintenance and support for the COT/MOTS system, Imaging system, and hosting services.

2.7 Project Specific Work Plans

- A. The Contractor shall develop and submit the following CDID plans to System Agency for written approval no later than 30 calendar days ACA. Any clarifications, modifications, or updates required by System Agency for any of these plans shall be made by Contractor no later than 5 calendar days from the date of written request.

- B. For any plan not approved, System Agency will indicate those areas that do not meet System Agency expectations and the Contractor shall revise the plan accordingly.

2.7.1 D001 - TxEVER Project Plan:

The Contractor shall submit CDID D001 Project Plan to meet the following objectives:

1. Project management activities will be documented;
2. Defines the plan for the entire TxEVER Implementation Project;
3. Include dependencies, critical path, and resources (Contractor or System Agency) assigned to each task (as part of D002 Project schedule);
4. Include all deliverables that support the proposed methodology and approach;
5. Estimated work effort will be shown for each task;
6. Appropriate milestones will be identified to gauge the progress toward meeting contract deadlines;
7. The appropriate milestones will include decision gates to allow System Agency to determine whether it is appropriate to move to the next milestone;
8. Any assumptions material to the Work Plan;
9. After System Agency approval of the initial Project Plan, the Project Plan will be considered a "living document" that may require periodic updating and revision, as mutually agreed to by the Contractor Project Manager (CPM) and System Agency Project Manager, over the duration of the TxEVER project;
10. Once the project has been "base-lined," scope, cost, or schedule changes will go through the Project Change Control process. The System Agency Project Change Request (PCR) form will be completed and provided to System Agency contract manager for submittal to the TxEVER Change Control Board for approval or disapproval; and
11. If an approved PCR results in a contractual scope, cost, or significant schedule change, a bilateral contract amendment will be executed and the Purchase Order will be adjusted accordingly.

2.7.2 D002 - TxEVER Project Schedule:

The Contractor shall develop and deliver an end-to-end schedule of activities in CDID D002. D002 shall contain sufficient detail to manage all activities between each major milestone and include a critical path with all associated interdependencies. The contractor shall maintain the schedule and provide monthly updates on the progress of task completion to the System Agency PM. The Contractor shall work with System Agency Project Manager (PM) to develop and maintain the TxEVER Project Integrated Master Schedule (PIMS) which will incorporate both Contractor and System Agency tasks and activities including agreed major milestones and the project end-to-end critical path.

2.7.3 D003 – TxEVER Meeting plan:

The Contractor shall prepare and deliver CDID D003 10 days before each major project meeting. The meeting plan shall include the following items:

1. Objectives (including Entrance & Exit Criteria);
2. Planned Date & Location;
3. Stakeholders Required; and
4. Agenda Items.

2.7.4 D004 – TxEVER Communication Plan:

The Contractor shall provide a Communication Plan that includes:

1. Methods of communication;
2. Frequency;
3. Participants; and
4. Feedback mechanisms related, but not limited to the following communication channels:
 - a. Regularly scheduled and ad hoc on-site meetings;
 - b. Conference calls;
 - c. E-mail;
 - d. Weekly written status reports provided to System Agency by Contractor;
 - e. Issues tracking and escalation; and
 - f. Service Level Performance and Support Request Reports provided by Contractor as specified in Project Plans.

2.7.5 D025 – TxEVER Weekly Written Status Reports:

The Contractor shall submit weekly written status reports that include:

1. Contractor tasks completed;
2. Contractor tasks in progress;
3. Contractor work to be initiated during the next week;
4. Issues requiring IPT attention, which will include, but not be limited to the following:
 - a. Any problems that may delay completion of scheduled deliverables
 - b. Any failure or inadequacy of Contractor to perform a contract service;
 - c. Any failure or delay of Contractor or System Agency to perform a project task;
 - d. Any failure, delay, or inadequacy of Contractor or System Agency in the performance of their respective obligations that may delay completion of scheduled deliverables; and
 - e. Proposed corrective action(s) for each issue reported;
5. In order for an issue to justify failure to timely completion of a Deliverable or other obligation, Contractor must have raised the issue in the Weekly Written Status Report; and
6. Other information requested by System Agency.

2.7.6 D005 – TxEVER Project Security Plan:

The Contractor shall submit a Project Security Plan Document that will address all of the requirements stated in Table 3 Security Requirements.

Table 3. Security Requirements

Enterprise Security Requirements			
Req ID	Requirement Description	Priority	Existing or New
ES-1	Contractor will cooperate with System Agency VSU program team, Chief Information Security Officer (CISO) or designate, and IT Operations teams ensuring a 3 rd party Vendor conducts a thorough vulnerability threat assessment and mitigation using Open Web Application Security Project (OWASP). The testing must include external facing web services.	Must Have	New
ES-2	Contractor will cooperate with the System Agency CISO and any entity the CISO appoints, while System Agency conducts Web Application Vulnerability Scanning and Infrastructure Scanning. The Contractor will address any issues discovered during the vulnerability and infrastructure scanning.	Must Have	New
ES-3	Contractor will carry out a detailed source code assessment using both automated source code scanning tools as well as manual source code review. Contractor will provide the results to System Agency of both the scanning tools as well as the manual review.	Must Have	New
ES-4	Contractor will provide test plans for white box and black box testing to System Agency for approval. Contractor will provide white box and black box security assessment test results to System Agency.	Must Have	New
ES-5	Following the change control process, the Contractor will incorporate any agreed upon code-level remediation recommendations resulting from code review into the system.	Must Have	New
ES-6	Contractor will cooperate with the System Agency selected IV&V 3 rd party Vendor to address issues discovered during their vulnerability threat testing.	Must Have	New
ES-7	Contractor and System Agency will agree on the tools used for scanning and the tests to be run. The Contractor will scan the application for vulnerabilities. The Contractor will address any issues discovered during that scan.	Must Have	New

Application Security Requirements			
Req ID	Requirement Description	Priority	Existing or New
AS-1	System shall implement authentication for the application by storing users and credentials within a secure, separate database from the primary database along with forms authentication during logon.	Must Have	New
AS-2	During login, users must pass a higher trust authentication process to access the new system. The higher trust authentication will be provided by a soft token tied to the user's browser. Contractor must demonstrate multiple levels of fail over to ensure this process is available 24x7x365.	Must Have	New
AS-3	System must prevent users from logging into the application from more than one machine at a time.	Must Have	New
AS-4	System will log user out of the system after a configurable number of minutes of inactivity.	Must Have	Existing
AS-5	System shall free up any connections to the system after the user logs out or is logged out by the system	Must Have	New
AS-6	System must be able to restrict location / machine that user is logging in from.	Must Have	New
AS-7	System must provide for a highly configurable, role-based, secure solution which enables administrator control over access rights per role and individual user down to the field data level and also over specific, defined actions.	Must Have	New
AS-8	System must control user's access by the profile that was assigned to the user by the local system administrator. The system must follow the principle of least privilege.	Must Have	New

Application Security Requirements			
Req ID	Requirement Description	Priority	Existing or New
AS-9	System must offer the opportunity for roles to have cross functional authorities. Specific super user roles will have the functionality that is normally duties segregated.	Must Have	New
AS-10	System must enforce the segregation of duties. users can only perform one of these operations: <ul style="list-style-type: none"> • Create a vital record • Certify a vital record • Issue a vital record • Sealed records: <ul style="list-style-type: none"> ○ Who can search and view them ○ Who can unseal and modify them 	Must Have	New
AS-11	System shall provide user authentication and authorization functionality to manage access to the system.	Must Have	Existing
AS-12	System shall deactivate user accounts after a configurable number of days since a user's last logon.	Must Have	Existing
AS-13	System shall prevent a user from accessing the application after a configurable number of failed attempts within a single day.	Must Have	Existing
AS-14	The system will flush cookies immediately after the user logs off or the system logs the user off.	Must Have	New
AS-15	The system must not use tracing cookies.	Must Have	New
AS-16	The system will limit the role of deleting vital records or voiding vital records to the State Registrar	Must Have	Existing
AS-17	The system will provide a role for voiding certificate paper.	Must Have	Existing
AS-18	The system will provide a role for voiding document control numbers.	Must Have	Existing
AS-19	The system will allow a document control number to be voided only after the certificate has been printed and/or issued.	Must Have	Existing
AS-20	The system will allow users to run only those reports they are authorized to run by their security role.	Must Have	New
AS-21	The system will provide a role for viewing images, audit logs, and change logs for Adoptions and Paternities.	Must Have	New
AS-22	Contractor must provide a plan for how their application patch process and security patch process works citing the frequency of that process.	Must Have	New
AS-23	The system must provide audit logs and alerts to System Agency staff to prevent fraud and detect misuse of the system.	Must Have	New
AS-24	Contractor must describe how their application will be isolated from the user's hardware. <ul style="list-style-type: none"> • No Print screens • No CD/DVD access • No USB access 	Must Have	New
AS-25	The solution will not provide the ability to remote into these desktops unless explicitly permitted	Must Have	New
AS-26	The Contractor must define the standard user on the desk top.	Must Have	New
AS-27	The system must provide a report on segregation of duties violations.	Must Have	New
AS-28	The application must work with the System Agency supplied fire wall.	Must Have	New

Information Security Requirements			
Req ID	Requirement Description	Priority	Existing or New
IS-1	The System must provide for service account password configurability. These passwords should expire given a System Agency provided time frame. The system should email designated System Agency staff of the approaching expiration date. These passwords must follow System Agency standards. Please advise System Agency on any additional steps taken to store and protect passwords.	Must Have	New
IS-2	System Agency will be responsible for implementing/activating the RDBMS audit features in Oracle or SQL Server. The Contractor has to ensure that the system will run on a RDBMS running activated audit features.	Must Have	Existing
IS-3	System shall ensure that passwords stored in the database for database authentication will be encrypted.	Must Have	Existing
IS-4	System shall ensure that confidential data be encrypted on all backup media that contains database files.	Must Have	Existing
IS-5	System shall ensure that deleted confidential data will not linger in data blocks, o/s files, or sectors on disk.	Must Have	Existing
IS-6	Contractor shall comply with the encryption policies of System Agency.	Must Have	Existing
IS-7	System shall ensure that there will be no data at rest on the SFTP or FTPS server.	Nice to Have	Existing
IS-8	System shall ensure that inbound messages be handled so as to prevent data loss.	Must Have	Existing
IS-9	For data in motion and at rest, the system must: <ul style="list-style-type: none"> Use Transport Layer Security (TLS) encryption or equivalent Use AES 2 compliant encryption For the exchange of data within the System must use secure hypertext transport protocol or https 	Must Have	New
IS-10	The mail commands with the application must use HTTPS and be encrypted.	Must Have	New
IS-11	The system must provide for a secure method of printing certified copies: <ul style="list-style-type: none"> Printing only from recognized desk tops 2nd level of approval for any issuance of certified copies 	Must Have	New
IS-12	The system should provide for the following: <ul style="list-style-type: none"> Use of MAC address Use of certificates Secure the application to web browser Non-repudiation of the identity of the user 	Must Have	New
IS-13	Contractor will perform application, OS, and DB maintenance including but not limited to any security or upgrade patches required. Implementation and testing must be performed on the lower environments first and approved by System Agency IT Operations. Contractor must provide a description of how they conduct threat management.	Must Have	New
IS-14	Contractor will provide a log management solution covering but not limited to save, view, and archive functions.	Must Have	New
IS-15	Contractor will record security data discovery and classification record in metadata repository.	Must Have	New
IS-16	Contractor will maintain data and database access security in accordance with user privileges as specified through the System Agency.	Must Have	New
IS-17	Contractor will encrypt data backups and archived data.	Must Have	New
IS-18	Contractor will evaluate de-identification assurances of the masked data.	Must Have	New

2.7.7 D006-Project Risk Management Plan

1. The Contractor shall submit a Project Risk management plan that will describe the process and method of identifying, quantifying, tracking, and managing project risks. This includes the development and status updates to a corresponding Risk Register report to be delivered as **CDID D026 Project Risk register** on a monthly basis.
2. System Agency shall review and approve D001-D006 or provide corrective actions required prior to obtain approval within 10 days of delivery by the Contractor. Following approval of the Contractor project schedule, System Agency shall incorporate the Contractor schedule tasks (including task interdependencies and critical path) into a joint Project Integrated Master Schedule (PIMS). The PIMS will be baselined following the SRR milestone. System Agency shall manage and publish updates to the joint PIMS on a monthly basis with inputs from the Contractor and IPT members responsible for completing assigned tasks.

2.8 Technology Development and Customization

2.8.1 COTS/MOTS Solution implementation

- A. The primary system is a COTS web-based product which satisfies many of the TxEVER System requirements. The COTS System will be configured, modified, and customized as proposed by the Contractor to meet all mandatory (and offered non-mandatory) requirements and delivered as a MOTS System.
- B. The Contractor shall configure, modify, and customize the COTS System to meet the following requirements.

2.8.2 COTS System Delivery

- A. The Contractor shall set-up, configure, and deliver a complete COTS System with a test database for System Agency testing NLT the milestone 2. The Contractor shall conduct training and support of IPT project team members assigned to test and evaluate the COTS system.
- B. The Contractor shall review System Agency COTS System evaluation report and provide feedback on the evaluation report. The Contractor shall address each non-compliance with regard to how they propose to meet the stated requirement and include any changes required into the MOTS customization plan.
- C. System Agency employees shall test, evaluate and verify the COTS System compliance to requirements as stated by the Contractor proposal and associated compliance matrix report. System Agency shall provide the Contractor a report of any findings and or actions required where a COTS feature, function, or performance expectation is not in compliance to the mandatory (and offered non-mandatory) TxEVER System requirements (excluding Contractor identified system fit/gap analysis requirements).

2.8.3 MOTS System Delivery

- A. The Contractor shall use the COTS System configuration delivered to System Agency for evaluation as the baseline code base to begin the MOTS System configuration, modification, and customization required to meet the fit/gap to System Agency RFP and mandatory (and offered non-mandatory) requirements.
- B. The Contractor shall conduct Joint Application Design (JAD) sessions and the associated milestone gate reviews with System Agency IPT members throughout the customization and delivery activities of the MOTS System.
- C. The Contractor shall plan and host Joint Application Design (JAD) sessions as needed with System Agency IPT to facilitate gap closure and implementation of design, integration, testing, release, and approval of customized features. All JAD session meetings shall include CDID D003 Meeting plan and associated presentation material to support an effective meeting to present Contractor design approaches, stakeholder discussion and feedback, and decisions on design implementation and expected outcomes.
- D. The Contractor shall prepare, maintain, and distribute JAD all session meeting minutes, actions, and agreements in CDID D028 Meeting minutes report.
- E. The Contractor shall deliver a MOTS System that provides the functionality to register birth, death, fetal death, marriage applications, divorces, suits affecting parent/child relationships, ITOP, paternity and adoptions, amend and issue vital records as defined in Table 4 – Business Process Mapping.

Table 4. Business Process Mapping

Business Process Mapping	 Business Process Mapping.pdf
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- F. The Contractor shall provide a MOTS System that consists of a 3-tier scalable architecture. The 3-tier architecture shall consist of the following elements:
 - 1. A mobile-friendly web Graphical User Interface (GUI);
 - 2. An application layer;
 - 3. A database tier.
- G. The Contractor shall provide a MOTS System able to support up to 10,000 concurrent users and an unlimited number of named users.
- H. The Contractor shall provide a MOTS System that incorporates a services-oriented architecture (SOA) and/or web services architecture

with capabilities for communicating with other State services and client applications. State services and client applications shall communicate with internal applications and external constituents or applications as defined in the System Agency TxEVER System Interface Control Documents (ICD's) and or Specifications.

- I. The Contractor shall configure, modify, and or customize the system to meet System Agency security requirements as detailed in Table 3 Security Requirements.
- J. The Contractor shall customize the COTS/MOTS System to adhere to the following web page accessibility requirements:
 - 1. Texas Health and Human Services, "HHS CIRCULAR C-024 Health and Human Services System Electronic and Information Resources (EIR) Accessibility", available from <http://www.hhsc.state.tx.us/news/circulars/C-024.shtml>;
 - 2. Texas Health and Human Services, "HHS Electronic and Information Resources (EIR) Accessibility Policy Manual", available from the HHS Accessibility Center for Electronic Information Resources, <http://accessibility.hhs.texas.gov/>;
 - 3. U.S. General Services Administration, "Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998", available from <https://www.section508.gov/content/learn/laws-and-policies>.

K. TxEVER System Fit/Gap Analysis:

The Contractor shall comply with all "Must Have" requirements and (Contractor offered non-mandatory requirements) defined in Table 5:

Table 5. DSHS VSU System Requirements

Non-Functional Requirements System Administration Requirements			
Req ID	Requirement Description	Priority	Existing or New
SA-1	The system must allow users with the correct security role to manage lookup lists.	Must Have	Existing
SA-2	The system must allow users with the correct security role to manage user security roles.	Must Have	Existing
SA-3	The system must allow users with the correct security role to manage users.	Must Have	Existing
SA-4	The system must allow users with the correct security role to manage the assignment of security roles to users.	Must Have	Existing
SA-5	The system must allow users with the correct security role to reset user passwords.	Must Have	Existing

Non-Functional Requirements System Administration Requirements			
Req ID	Requirement Description	Priority	Existing or New
SA-6	The system must allow users with the correct security role to reactivate inactive users.	Must Have	Existing
SA-7	The system should allow authorized users to configure the home page broadcast notification.	Should Have	Existing
SA-8	The system should have the ability to send mass emails to all or specific registered users.	Nice to Have	New
SA-9	The system will provide an interface to email. Email addresses will be displayed in the system as links – clicking on an email address will initiate an email to that contact. If possible, the system will also provide an interface to text messaging on mobile devices.	Nice to Have	New
SA-10	The system must version control all records.	Must Have	Existing
SA-11	The system will be able to support multiple data formats (current version as well as future versions) for all records to account for present and future changes in format.	Must Have	New
SA-12	Database records must reflect all elements of the record collected past, present, and future.	Must Have	New
SA-13	The system will be able to transition from any current standard certificate to a new standard certificate in a seamless manner based on the date of the case. This includes changes to data elements and formatting of screens and printed documents.	Must Have	New
SA-14	System provides a smooth transition into new specifications. For example, if a new field is initiated on the first day of the year and is only to be used for cases occurring in that year or subsequent years, then the system distinguishes which fields to include when it dynamically generates a form.	Must Have	New
SA-15	The system will provide an extensible data model configurable by the State staff to add new fields to the database to accommodate new laws and procedural changes.	Must Have	New
SA-16	Access to records is controlled by a system of record ownership. External stakeholders may not access records they do not own.	Must Have	New
SA-17	The State staff can change ownership of any record.	Must Have	Existing
SA-18	Different sections of a certificate may have different owners, but there can be only one owner of each section at a time.	Must Have	Existing
SA-19	The funeral home may access the demographic section of a record simultaneously as the medical certifier is accessing the medical section of the record. The section not corresponding to a given user is locked.	Must Have	Existing
SA-20	Once records are submitted to the State for registration the records are locked from further editing by external stakeholders.	Must Have	Existing
SA-21	The State may return a record back to a stakeholder for correction. In this case the record is unlocked for further editing.	Must Have	Existing
SA-22	System makes it easy for a user to reset their PIN.	Must Have	Existing
SA-23	The system must allow users with the correct security role to void or deleted records.	Must Have	Existing
SA-24	The system must allow users with the correct security role to reinstate void or deleted records.	Must Have	New
SA-25	Only the State Registrar may view, void or delete abandoned records.	Must Have	Existing
SA-26	The system provides a method to flag a record after a configurable duration of inactivity. The duration can be configured differently for each vital event.	Must Have	Existing
SA-27	The system must allow users with the correct security role to mark records for deletion.	Must Have	Existing
SA-28	The system must allow users with the correct security role to mark records for being voided.	Must Have	Existing

Non-Functional Requirements System Administration Requirements			
Req ID	Requirement Description	Priority	Existing or New
SA-29	The home page must be customizable by State staff	Must Have	Existing
SA-30	The system must allow users with the correct security role to view and print images with a water mark of "Not Original Copy".	Must Have	Existing
SA-31	The system must allow users with the correct security role to view and print images without a water mark of "Not Original Copy".	Must Have	Existing
SA-32	The system must allow users with the correct security role to see all the stakeholders involved in registering a specific record and their contact information.	Nice to Have	New
SA-33	Before saving a record, the system must check for an existing record and not allow the user to save a duplicate record.	Must Have	New
SA-34	The system will provide the State staff the ability to create, configure, and manage workflow queues, using business rules to direct the flow of registration and issuance work assignments.	Must Have	New
SA-35	The system will maintain multiple processing queues, each with its own purpose / function.	Must Have	Existing
SA-36	The system will be capable of tracking the amount of time required for processing steps (to be determined) to facilitate timing studies to determine if the work flow should be modified to improve efficiencies.	Must Have	New
SA-37	The system should provide for a way to manage personnel lists for the allocation of tasks	Must Have	Existing
SA-38	The system must provide the ability for a system administrator to configure event based notifications that establish notification content, event rules and recipient(s).	Must Have	New
SA-39	Informational messages will be able to have an expiration date, and are not displayed to users after the expiration date.	Nice to Have	New
SA-40	System allows a user to create a profile of their preferred method of communication (email, text message...) and be able to change preferred method of communication.	Nice to Have	New
SA-41	When a request or new record is inactive for a State-specified amount of time, prior to the first save, the system will delete it.	Must Have	New
SA-42	System will timestamp specific events so that elapsed time between specific certificate events can be tracked (e.g. "ready to be certified" -> "Certified").	Must Have	New
SA-43	Flags are table-driven and configurable by State staff.	Must Have	New
SA-44	Flags can be set or removed by the system based on a trigger.	Must Have	New
SA-45	The system will provide a way to link all correspondence associated with a request to that request.	Must Have	New
SA-46	The system provides a batch entry program for linking bank note paper barcodes to documents printed from a request. In batch mode: <ul style="list-style-type: none"> • The user can scan the barcodes for linking without having the request screen open. • The user scans both the document barcode printed by the system and the preprinted security paper barcode to link the inventory number on the bank note paper to the corresponding document in the system. • System provides a visual verification that the correct record in document history has been updated 	Must Have	New
SA-47	The system provides a way to create child records for a death record and link the deceased also known as names (AKA).	Must Have	New
SA-48	System provides an authorized user the ability to search records irrespective of event type. For example, OIG, CHS, and Adoption Registry have a need to be able to "search all" – search for a person, their parents, and any siblings. Search for person's marriages and divorces, etc.	Nice to Have	New

Non-Functional Requirements System Administration Requirements			
Req ID	Requirement Description	Priority	Existing or New
SA-49	The system will maintain and be able to configure and automatically assign Local File Numbers for birth, death, and fetal death.	Must Have	New
SA-50	The system will maintain and be able to configure and automatically assign State File Numbers for birth, death, fetal death, acknowledgement of paternity, delayed records, foreign adoptions, adoption pending file, marriage applications, suits, paternity registry, adoption registry, and corrections for demographic amendments	Must Have	New
SA-51	The system will allow the Local Registrar to obtain a single local file number or sequence of numbers for numbering manual certificates. These are referred to as "bump numbers". The user will enter a count of numbers that are needed for the given category (Birth/Death/Fetal Death) of records, and the system will increment the next available automatic number by the count. The system will also allow the user to log bump numbers including information about the certificate that was numbered.	Must Have	New
SA-52	The system provides the ability to search by the primary name and find the aliases (AKAs) associated with the name.	Must Have	New
SA-53	The system provides the ability to search by the alias (AKA) name and find the primary name as well as all the other aliases (AKAs).	Must Have	New
SA-54	The system will be able to read a bar code and retrieve the data record and any images associated with that data record. This includes vital records and requests for copies of vital records.	Should Have	New
SA-55	The system prints "deceased" on a birth certificate of an individual who is deceased.	Must Have	Existing
SA-56	The system must allow participants creating a record the ability to print an abstract of the data they have entered into the system. The printed abstract shall not resemble the original certificate or certified copies. An abstract will be watermarked to clearly indicate that it is not a legal copy of the record.	Must Have	Existing
SA-57	System can automatically direct different types of outputs to different printers from the same workstation	Must Have	Existing
SA-58	Printing of multiple types of special forms can be directed to the same printer by using different trays.	Must Have	New
SA-59	When a customer request transaction is complete, all documents printing on the same printer print together without being interspersed with documents from other users.	Must Have	New
SA-60	When practical, documents to be mailed are formatted to allow folding to display in a window envelope.	Must Have	Existing
SA-61	For certain request types, the system will be capable of printing the documents, optionally printing corresponding envelopes (either printed envelopes or window envelopes).	Nice to Have	New
SA-62	The system will print bar codes on certified copies and any correspondence being sent out. The bar code will include the order number, document control number, request number, and the State File Number.	Must Have	New
SA-63	The system provides a way for State users to make changes to custom letters, forms, and reports.	Must Have	New
SA-64	Envelopes and labels can be generated with customer addresses and barcodes for sending documents to customers.	Should Have	New
SA-65	The system will provide for an authorized user the ability to search sealed file information.	Must Have	New
SA-66	The system will suspend an order and not fulfill it until the payment is cleared (check or credit card)	Must Have	New
SA-67	Depending on order type, the system provides options to email, mail, and/or fax a response back to the customer.	Must Have	New

Non-Functional Requirements System Administration Requirements			
Req ID	Requirement Description	Priority	Existing or New
SA-68	The system will be able to detect and prevent duplicate orders from being entered.	Must Have	New
SA-69	Suspended or closed orders can be re-opened by an authorized State user	Must Have	New
SA-70	The system will link subsequent payments to the order and provide a payment history to the State user.	Must Have	New
SA-71	The system provides different types of flags for vital records and each record can have more than one flag assigned to it.	Must Have	Existing
SA-72	The system will provide different shipping labels for the same documents given directions from the State user.	Must Have	New
SA-73	The system will provide for different shipping addresses for the same order.	Must Have	New
SA-74	System will auto-populate contact information for county and district clerks in customer letters based on the count of divorce or marriage application on record if available.	Nice to Have	New
SA-75	The system will be able to print a research ticket for a request in cases where a record cannot be located in the system.	Should Have	New
SA-76	Once the payment is processed by the Comptroller, after the system imports the fiscal information, it will automatically match/credit the order with the payment remittance data. The status of the request issue will be updated to indicate an additional payment has been made.	Should Have	New
SA-77	The system will allow for authorized Issuance Specialists to search death records in Local Registrars' Report of Death Queues to see if a record has been started.	Must Have	Existing
SA-78	For a customer request that results in no record found, the system generates a letter, marks the request to trigger a search every two weeks, and closes the request after two months of searching. Durations are configurable by State staff.	Should Have	New
SA-79	The system will be able to link scanned supporting documentation for a request to the request.	Must Have	New
SA-80	As requests are received, the system can send emails informing the customer that their request has been received, the approximate processing time, and where to check the order status online.	Must Have	New
SA-81	The system can import orders from a batch file and create new orders in the system.	Must Have	Existing
SA-82	After invoicing, the system flags transaction records included in the invoice as "invoiced" and updated with the invoice number and invoice date.	Must Have	New
SA-83	The system allows a user to designate or import receipt of funds for an account.	Must Have	New
SA-84	As State users mark order transactions as paid, the user will also enter the time and date paid. The system will log the remittance number in the order.	Must Have	New
SA-85	The system provides a check list of templates for custom letters. The system provides a way for State staff to manage and edit the template letters.	Must Have	New
SA-86	The system can print, email, or fax correspondence to stakeholders.	Must Have	New
SA-87	For faxes, the system will generate the fax cover sheet.	Nice to Have	New
SA-88	The system provides a table for maintaining fees charged to stakeholders. The State staff maintains the fees in that table.	Must Have	New

Non-Functional Requirements System Administration Requirements			
Req ID	Requirement Description	Priority	Existing or New
SA-89	The fee table will include business rules that cover topics such as but not limited to: <ul style="list-style-type: none"> • Surcharge base on payment type • Prices for sub components to the order • Pricing for first copy and additional copies can be different 	Must Have	New
SA-90	The system will lock a record that is being amended, or updated for adoptions or paternities.	Must Have	Existing
SA-91	The system will both validate the address and geocode it. The system will be able to map the address to a local registrar's jurisdiction.	Must Have	New
SA-92	The system provides a way for the State user to configure which fields can be amended for a birth, death or fetal death record.	Must Have	New
SA-93	The system will prevent users from amending a delayed record.	Must Have	New
SA-94	The system restricts viewing images, audit logs, and change logs for Adoptions and Paternities to authorized users. The sealed portion of the record is restricted as well.	Must Have	Existing
SA-95	The system will provide a utility to correct data that cannot be corrected through the application. Access to this utility will be restricted to staff with the appropriate permissions. All activity conducted in the utility will be logged with who made the change, what was changed, date and time the change was made. Original contents of the record will be archived following record retention rules.	Must Have	New

Non-Functional Requirements User Experience Requirements			
Req ID	Requirement Description	Priority	Existing or New
UE-1	Fields not currently in 'add' or 'edit' mode should be displayed in a read-only format (e.g., label format).	Nice to Have	New
UE-2	System should allow users to sort lists by column heading.	Should Have	New
UE-3	The system should have the capability to display configurable broadcast messages on the application home page.	Should Have	Existing
UE-4	The system should support visual cues to indicate mandatory input fields.	Should Have	Existing
UE-5	The system must provide a way to cancel a data entry/update workflow.	Must Have	Existing
UE-6	The system should provide online help that can be accessed from all screens and access to FAQ and other documentation. Help information should be searchable and be context-sensitive when accessed from the system. Help content includes navigation instructions, screen-sensitive conceptual overviews, and step-by- step instructions for entering and managing data.	Should Have	Existing
UE-7	The system must support exclusivity when performing record updates.	Must Have	Existing
UE-8	The system will provide an online directory visible to all users with contact information for all system users.	Must Have	New
UE-9	A link with contact information for record participants will be available while entering a record. For death and fetal death, this includes the Funeral Director, medical certifier, and Local Registrar. For birth, this includes the midwife, institution, or birthing center and the Local Registrar.	Must Have	New
UE-10	Once the Certifier type (Physician, JP, or ME) is selected, the system will provide a list of certifiers/facilities of that type.	Must Have	New

Non-Functional Requirements User Experience Requirements			
Req ID	Requirement Description	Priority	Existing or New
UE-11	Stakeholders must be able to order death certificates via credit card payments while completing the death registration process. This must be seamless to the user.	Must Have	Existing
UE-12	The system provides configurable review screens so that: <ul style="list-style-type: none"> • The entire record may be viewed at once • The record may be reviewed in logical sections • If reviewing in sections, each section will display the Reject button. • Only the last screen of the record will display both the Accept and Reject buttons. • The reviewer will be able to click to go back and forth through the sections, but they are forced to review each section until the entire record has been reviewed. 	Nice to Have	New
UE-13	While the medical data entry clerk is completing the medical information section of the death record, once it is ready to be certified, the system provides a "quick login" to permit a medical certifier to logon for the express purpose of certification. Once the record has been certified, the system automatically logs out the medical certifier and returns the original user to the prior screen.	Should Have	New
UE-14	In a medical facility, Doctors have an option to view only records assigned to them (rather than having to view all records assigned to the facility).	Should Have	New
UE-15	For certifying death records, the State user and certifier will have the ability to view the legal fields and the statistical fields side by side.	Must Have	New
UE-16	For amendments, the user can view the original record and the amendment side-by-side. The amendment is initially pre-populated with existing data. As changes are made, they will be highlighted.	Must Have	New
UE-17	Stakeholders will be able to initiate a help desk ticket from within an in-process record in the system.	Must Have	New
UE-18	If all required fields are not complete, the user will be issued a message with a list of unresolved fields – the user can click on a field in the list to jump to the field and populate it.	Must Have	Existing
UE-19	If there is an error in a field due to a cross-field edit the fields are displayed together so the user can see where the edit was derived.	Must Have	New
UE-20	When a field has a relationship to another data field, the system highlights the fact that the related data must be completed.	Must Have	New
UE-21	The system will provide suggestions based on what's entered for vague causes of death and underlying causes of death, prompting the user for more specific information, with things like " did you mean...?"	Must Have	New
UE-22	If the certifier enters an abbreviation in a cause of death field, the system issues a message with the fully written out cause and allows the medical certifier to select the terminology suggested in the message to clarify the abbreviation or enter a new cause	Must Have	New
UE-23	Include links to references for medical certifiers of death records: NCHS VIEWS web service http://www.cdc.gov/nchs/nvss/writing_cod_statements.htm http://www.cdc.gov/nchs/nvss/mmds/super_micar.htm ftp://ftp.cdc.gov/pub/Health_Statistics/NCHS/software/mmds/2009/spel http://www.cdc.gov/nchs/data/dvs/supermicar_dict_terms.xlsx	Nice to Have	New
UE-24	The system insures accuracy by requiring the user to double data enter specific critical fields, such as by not limited to: birth date, death date, SSN, names	Must Have	New

Non-Functional Requirements User Experience Requirements			
Req ID	Requirement Description	Priority	Existing or New
UE-25	The system will display and default to the most recent version of the record. Authorized users will have the capability to view previous versions of a record.	Must Have	Existing
UE-26	The system makes it easy for an authorized user to understand what has changed from one version of the record to the next.	Must Have	New
UE-27	If a stakeholder is assigned to multiple locations in the system, the user will be able to view records in all of the locations they're assigned to.	Must Have	New
UE-28	The system provides the ability to display records with no activity for a State-specified period of time.	Nice to Have	New
UE-29	The system provides a process by which the State Registrar can review and easily void or delete abandoned records either individually or as a batch.	Must Have	New
UE-30	System allows for single-parent adoptions. For single parent adoptions, all fields are left blank (name, date of birth, and place of birth) for the parent that will not be listed on the record	Must Have	Existing
UE-31	The method of marking records for deletion will be consistent across all modules.	Nice to Have	New
UE-32	System has a standard look and feel across modules and screens have a common structure that includes fonts and colors, headings, frames, status lines, and error messages.	Nice to Have	New
UE-33	Fields on an electronic record will be in the same order as the paper certificate except where changing the order of fields provides an advantage.	Must Have	New
UE-34	System supports type-ahead for locating an item in a pick list.	Must Have	New
UE-35	Popup windows are not used to convey messages.	Nice to Have	New
UE-36	System provides a quick way to save an incomplete record without having to display all error messages associated with the record.	Nice to Have	New
UE-37	Within the accessibility guidelines, the system will make use of colors to highlight fields and list items requiring the user's attention.	Nice to Have	New
UE-38	The system allows user data view customization.	Nice to Have	New
UE-39	The system allows user screen configurability.	Nice to Have	New
UE-40	System allows a user to open a new window and perform a search while processing a transaction without disturbing that transaction.	Nice to Have	New
UE-41	Issuance Specialists should be able to view a request and search for record simultaneously.	Nice to Have	New
UE-42	Required Fields should be clearly indicated and may be different for different users	Must Have	Existing
UE-43	The system will indicate required, completed, pre-populated, disabled, and read-only fields.	Must Have	New
UE-44	The medical information fields are dynamic based on the cause of death.	Must Have	New
UE-45	The order in which entries in a pre-defined list appear can be customized so that frequently used entries are at the top even if that is not the normal order alphabetically or numerically.	Nice to Have	New
UE-46	The system provides the ability to facilitate smart key entry of reference lists (for example, "NY=New York; CA=California") as specified in the NCHS/NAPHSIS ES.	Nice to Have	New
UE-47	All error messages are reported at the same time and in a common location on the screen.	Must Have	New
UE-48	Error messages generated by the system are clear and provide information that is of real assistance to the user in correcting the error, in non-technical language.	Must Have	New
UE-49	For errors, the system highlights the fact that hard edits exist in the record.	Nice to Have	New

Non-Functional Requirements User Experience Requirements			
Req ID	Requirement Description	Priority	Existing or New
UE-50	Controlled selections can be implemented where appropriate. For example, use radio buttons instead of drop downs for yes/no questions. The Application Administrator can designate the type of control for a specific field (e.g. free text, pick list).	Must Have	New
UE-51	Where appropriate, pick lists are filtered to display only items that make sense to the case based on data previously entered (i.e. context-sensitive drop down).	Must Have	New
UE-52	Controlled selections are used to make selections for standardized sets of values (e.g. cities, towns within a county).	Must Have	New
UE-53	Menus are configurable by the Configuration Manager. Menus are dynamic with different sets of features based on the individual's role and authority to perform functions. (For example, the funeral establishment clerk does not have an option to sign the personal information.)	Nice to Have	New
UE-54	Menu options are dynamic based on the status of a record. (For example, the option "submit to registrar" which appears on the funeral director's menu is not activated until all the information has been completed by all the users.)	Must Have	New
UE-55	Selected functions in the system (for example, abandonment of a case, relinquishing a case, voiding a case, or certifying a case) require positive confirmation from the user prior to the system performing the function. This capability is configurable by the Application Administrator.	Must Have	New
UE-56	The system should provide stakeholders a visible representation for each in-process record indicating the time remaining before the filing deadline.	Must Have	New
UE-57	The system will provide a management dashboard for State Supervisors so they can track statistics about the number of records in each queue and lengths of time records have been in the queues to monitor workload (for registration and issuance)	Must Have	New
UE-58	From the management dashboard, State Supervisors will be able to see the processor and team that currently own the issue without having to open the request.	Must Have	New
UE-59	The system will provide enhanced queue listings. The listing of records will include a status field. Records requiring attention will be highlighted.	Must Have	New
UE-60	The system will have a visible alert which notifies users that an important communication has been sent to them. The alert will appear in the same place on all screens in the system.	Nice to Have	New
UE-61	Upon logging in, the system should display a message with the record counts for each of the activity queues assigned to that user. Clicking on the message will take the user to the selected queue.	Nice to Have	New
UE-62	Flags can be added, removed, and modified by authorized users.	Must Have	New
UE-63	A description of the procedure that the employee follows for specific flags is stored in the system and is available to the user if the alert is displayed. When the alert is displayed an authorized user may also view who flagged the record and why	Must Have	New
UE-64	In "Do Not Issue" messages, the name of the Specialist that currently owns the record will be displayed for records flagged for in-process Adoptions, Paternities, and Amendments.	Must Have	New
UE-65	The system provides multiple ways to search for a record. Search parameters can include any name on the certificate. The parameters can include the status of the record. Date ranges can be restricted on any date field. Allow for multiple data combinations as search parameters.	Must Have	New

Non-Functional Requirements User Experience Requirements			
Req ID	Requirement Description	Priority	Existing or New
UE-66	Special characters and case is disregarded when performing the search.	Must Have	New
UE-67	Deleted and voided records are not included in a search by default. The system will provide an option for searching deleted and voided records.	Must Have	New
UE-68	The system allows the user to cancel a search.	Must Have	New
UE-69	Searches will halt and issue a warning if the results set reaches 1000 records. (The limit is configurable by State staff.)	Must Have	New
UE-70	Once a search is complete and the results are displayed, the system provides the user with an option to search again. The system returns the previous parameters upon completing a search.	Must Have	New
UE-71	The user will be able to open a record or select a group of records in a result set, then click to open the next or previous record in the results set or group.	Must Have	Existing
UE-72	The system will pre-populate fields on letter templates from the appropriate fields in the database. The State user can change, edit, or update templates as needed.	Must Have	New
UE-73	System allows the Specialist to change the transaction type in a request. When a request type is reset, the system will enable and disable appropriate fields for the new request type.	Must Have	New
UE-74	The Remote Issuance module calculates a search-to-print ratio for remote sites and for each user at a remote site.	Must Have	Existing
UE-75	Site Supervisors in the Remote Issuance module can view / print a report for the current search-to-print ratio for the site.	Nice to Have	New
UE-76	The system will indicate when scanned documents are linked to the request	Must Have	New
UE-77	The Issuance Specialist will be able to set the status of an order to indicate ongoing processing.	Must Have	New
UE-78	Stakeholders will be able to generate and pay for Demographic Amendment orders from within the system.	Nice to Have	New
UE-79	If the record is located and there is a minor discrepancy between the record in the system and the information on the image/ original paper certificate (such as a data-entry error), an authorized user can update the record to match the data on the original certificate.	Must Have	Existing
UE-80	The system will suspend an order where the payment is not sufficient to cover the cost of the order.	Must Have	New
UE-81	An authorized user may override or waive a charge for a transaction that normally has a fee. If a fee is waived, the user is required to enter an explanation as to why the fee was waived.	Must Have	New
UE-82	An authorized user will be able to set priorities on issues queued for QA.	Should Have	New
UE-83	State users can see the status of their records in QA. The status indicator will provide an ETA on when the record will be reviewed.	Should Have	New
UE-84	For amendments, the system provides a view of the vital event record with all of its original fields.	Must Have	New
UE-85	For amendments, if the user amends an address field, the system will auto-populate any changes to other address fields. An example is an update to a city will cause the system to update the county.	Should Have	New

Non-Functional Requirements Report Functionality Requirements			
Req ID	Requirement Description	Priority	Existing or New
RF-1	The system provides a user-friendly drag-and-drop user interface for creating ad hoc reports.	Must Have	New
RF-2	The system must display the results of ad hoc queries in a table format.	Must Have	New
RF-3	The system must provide the capability to display a report.	Must Have	Existing
RF-4	The system must provide the capability to print a report.	Must Have	Existing
RF-5	The system should provide the capability to save a report in multiple formats such as MS Word, Adobe PDF format, or a data delimited file.	Should Have	New
RF-6	The system should have the ability to run a variety of reports and queries at both pre-set scheduled times against predetermined criteria and at an ad-hoc on-demand and possibly unique request.	Should Have	New
RF-7	The system will create reports that use standardized header, footer, pagination, graphics and, where appropriate, standard layout. The format and layout may be modified by State staff	Must Have	New
RF-8	Documentation must be provided that describes each of the standard reports supported by the system	Must Have	New
RF-9	The system will provide the capability to customize existing reports and save that customization	Must Have	New
RF-10	The system will provide the capability to design and run reports on the audit log. Reports can be run for but are not limited to: <ul style="list-style-type: none"> • Events for a specific time period. • Events related to a specific record • Activities of a user or group of users • Requests on a particular case • Requests made by a particular requestor or group of requestors • Requests processed by a specific user or group of users • Certificates produced for a particular record 	Must Have	New
RF-11	The system provides a way for the user to add reports to report menus	Must Have	New
RF-12	The system will only return records to a user that they have the authority to view.	Must Have	New
RF-13	Reports can be parameterized so that parameter screens allow users to select and filter records.	Must Have	New
RF-14	The ad-hoc report writer will provide functionality for simple match such as a column totals and counts. Data can be grouped in order to calculate subtotals and totals.	Must Have	New
RF-15	Each report is routed to a default printer based on the combination of user profile and the report. A default printer can be overridden by another authorized printer.	Must Have	Existing
RF-16	System will provide for reports to facilitate reconciliation between the State system and local systems.	Must Have	New
RF-17	System will provide for reports to facilitate reconciliation between the State system and the Hospital system for evidence of a birth supporting the birth certificate	Must Have	New

Non-Functional Requirements Desktop Browser Compatibility Requirements			
Req ID	Requirement Description	Priority	Existing or New
DBC-1	The system must be capable of displaying web pages in Microsoft Internet Explorer Web Browser versions N-1 or greater.	Must Have	New

Non-Functional Requirements Desktop Browser Compatibility Requirements			
Req ID	Requirement Description	Priority	Existing or New
DBC-2	The system should be capable of displaying web pages in Mozilla Firefox Web Browser N-1 or greater.	Nice to Have	New
DBC-3	The system should be capable of displaying web pages in Google Chrome Web Browser version N-1 or greater.	Nice to Have	New
DBC-4	The system should be capable of displaying web pages in Safari Web Browser version N-1 or greater.	Nice to Have	New

Non-Functional Requirements Tablet Browser Compatibility Requirements			
Req ID	Requirement Description	Priority	Existing or New
TBC-1	The system should be capable of displaying web pages in Safari N-1 or greater.	Should Have	New
TBC-2	The system should be capable of displaying web pages in Android Browser N-1 or greater.	Nice to Have	New
TBC-3	The system should be capable of displaying web pages in Opera Mini N-1 or greater.	Nice to Have	New
TBC-4	The system should be capable of displaying web pages in Google Chrome N-1 or greater.	Nice to Have	New
TBC-5	The system will also support the use of signature pads for capturing digital signatures.	Must Have	New
TBC-6	The system will support credit card payment from hand-held devices for birth registrants (for ordering birth certificates at the time of registration).	Nice to Have	New

Non-Functional Requirements Auditing Requirements			
Req ID	Requirement Description	Priority	Existing or New
AUD-1	The system must store the date, time, action type, user identification, and IP address (optional) whenever electronic information is created, modified, accessed, or deleted.	Must Have	New
AUD-2	The system will record the participant who created a note as well as the date and time the note was created.	Must Have	New
AUD-3	Document control numbers a mail tracking number will be logged in the order as the order is fulfilled.	Must Have	New
AUD-4	The Audit Log will be updated when certificate orders are placed, fulfilled, paid, and shipped.	Must Have	New
AUD-5	The system will log all correspondence to and from stakeholders. The system will track what was sent, when it was sent, elapsed time since correspondence was sent, and when replies are received.	Nice to Have	New
AUD-6	The Audit Log will be updated when a stakeholder initiates a help desk ticket.	Must Have	New
AUD-7	The Audit Log will be updated whenever a business rule is created, modified, or deactivated.	Must Have	New
AUD-8	The Audit Log is updated when any vital record is amended. The log will reflect who made the amendment, when it was amended, and why	Must Have	New

Non-Functional Requirements Auditing Requirements			
Req ID	Requirement Description	Priority	Existing or New
AUD-9	The Audit Log will be updated with the assignment of ownership of death records. All changes of those assignments will be logged too.	Must Have	New
AUD-10	An audit log will be provided to collect notification history for a certificate, including the date/time notifications were sent, content, and the event or user that initiated the notification.	Must Have	New
AUD-11	The system provides the ability to seal records. When a record is sealed, data is also sealed in the record's audit / change log.	Must Have	New
AUD-12	The system will provide a log of all significant events in vital records processing. The determination of which events are deemed significant is State-defined. The system will: <ul style="list-style-type: none"> • Identify who creates and modifies records, when, from where, and what was changed. • Identify who issues records and from where. • Tracks the use of each record, recording information about the individuals who access the record and for what purpose. 	Must Have	New
AUD-13	Bank note paper received by VSU will be logged in a security log database.	Must Have	New
AUD-14	VSU and Local Registrars will order bank note paper from a single vendor. VSU will maintain a security log of document control numbers issued to Local Registrars by the vendor.	Must Have	New
AUD-15	Document control numbers of bank note paper distributed to teams within VSU (for example the secure print room and the lobby) will be logged in the security log.	Must Have	New
AUD-16	As certificates are printed, the document control numbers will be scanned and automatically logged on the security log and in the transaction lines of the request issue.	Must Have	New
AUD-17	During batch printing of certificates, the system automatically assigns the security paper number and stores the number assigned in the security log.	Must Have	New
AUD-18	The audit log is updated when an authorized user voids a document control number (DCN) with who, when, and why.	Must Have	New
AUD-19	The system maintains an audit log of all documents printed.	Must Have	New
AUD-20	The audit log will be updated with the BUMP number so that users can maintain when the BUMP number was used, who used it, and what number was used.	Must Have	New
AUD-21	For each search, the system will log the user ID, the order number (if applicable), and the name searched.	Must Have	New
AUD-22	If the record is located and there is a minor discrepancy between the record in the system and the information on the image/ original paper certificate (such as a data-entry error), an authorized user can update the record to match the data on the original certificate. The audit log is updated with who made the change, when, and why.	Must Have	New
AUD-23	The system will log changes to lookup lists, the user that made the change, when, and why.	Must Have	New
AUD-24	The system will log changes to user security roles, the user that made the change, when, and why.	Must Have	New
AUD-25	The system will log the event of resetting a user password. The system will log the user who made the change, when, and why.	Must Have	New
AUD-26	The system will log the event of activating an inactive user account. The system will log the user who made the change, when, and why.	Must Have	New
AUD-27	The system will log the event of configuration changes to the home page broadcast notification. The system will log the user who made the change, when, and why.	Must Have	New

Non-Functional Requirements Auditing Requirements			
Req ID	Requirement Description	Priority	Existing or New
AUD-28	The system will log the event of any changes to the data through the application after records are registered and any changes to system or record flags. The system will log the user who made the change, when, and why.	Must Have	New
AUD-29	The system will log the event of a State user voiding or deleting a vital event record. The system will log the user who made the change, when, and why.	Must Have	New
AUD-30	The system will log the event of a State user reinstating a voided or deleted vital event record. The system will log the user who made the change, when, and why.	Must Have	New
AUD-31	The system will log the event of a user marking records to be voided or deleted. The system will log the user who made the change, when, and why.	Must Have	New
AUD-32	The system will log the event of a work flow change. The system will log the user who made the change, when, and why.	Must Have	New
AUD-33	The system will log changes to event based notifications. The system will log the user who made the change, when, and why.	Must Have	New
AUD-34	The system will log changes to the configuration of flags. The system will log the user who made the change, when, and why.	Must Have	New
AUD-35	The system will log changes to the configuration of Local File Numbers. The system will log the user who made the change, when, and why.	Must Have	New
AUD-36	The system will log changes to the configuration of State File Numbers. The system will log the user who made the change, when, and why.	Must Have	New
AUD-37	The system will log the event of changes to custom letters, forms, or reports. The system will log the user who made the change, when, and why.	Must Have	New
AUD-38	The system will log the event of reopening a closed or suspended order. The system will log the user who made the change, when, and why.	Must Have	New
AUD-39	The system will log any changes made to fees in the fee table, including adding fees and deleting fees. The system will log the user who made the change, when, and why.	Must Have	New
AUD-40	The system will log any changes to the configuration of which fields can be amended. The system will log the user who made the change, when, and why.	Must Have	New

Non-Functional Requirements Exception Handling Requirements			
Req ID	Requirement Description	Priority	Existing or New
EX-1	System must prevent changes to the database when a user attempts to submit invalid data or data that violates business rules.	Must Have	Existing
EX-2	System must rollback any incomplete database transactions.	Must Have	Existing
EX-3	Users should be presented with detailed messages explaining data validation and business rule exceptions.	Should Have	Existing
EX-4	Users should be presented with a user-friendly message when an unhandled exception occurs.	Should Have	Existing

Non-Functional Requirements Logging Requirements			
Req ID	Requirement Description	Priority	Existing or New
LOG-1	System must log unhandled exceptions to a flat file.	Must Have	Existing
LOG-2	System should log external system flat files that cannot be imported.	Should Have	Existing
LOG-3	System should log applicable start up and shut down events.	Should Have	Existing
LOG-4	System should log unhandled database exceptions that occur within a stored procedure or function to a table.	Should Have	New
LOG-5	The system will include a designation in the record to indicate if it is a fully electronic or manual record.	Should Have	New

Non-Functional Requirements Documentation Requirements			
Req ID	Requirement Description	Priority	Existing or New
DOC-1	Provide entity relationship diagram	Must Have	New
DOC-2	Provide data dictionaries for each data table using the DSHS standard template	Must Have	New
DOC-3	Provide method for extracting data ("drive" statements for each vital event): <ul style="list-style-type: none"> • Identify versions of records • Identify voided records • Improve flagging <ul style="list-style-type: none"> ○ not statistically released ○ not legally released ○ foreign adoptions 	Must Have	New
DOC-4	Provide exact and complete information on field level edits	Must Have	New
DOC-5	Provide documentation on data matching processes	Must Have	Existing
DOC-6	Searchable documentation is available on line with an option to download a printable copy.	Must Have	New
DOC-7	Documentation is specific to Texas.	Must Have	New
DOC-8	Documentation is updated to reflect any changes in reports, edits or validation checks and past values are kept as historical when necessary.	Must Have	New
DOC-9	Documentation must include the method of extracting – "drive" statements for each vital event: <ul style="list-style-type: none"> • Records versions (explanation of data sealed in each version) • Void records (removals) • How to eliminate not statistically released records (if any) • How to eliminate not legally released records (if any) • How to identify foreign adoptions in birth data (if these will be coded differently) since we do not include them into the statistics • How to identify marriage records if they are not statistically released by in-house (or county clerks) data entry (if any) 	Must Have	New
DOC-10	Must provide an explanation of each of the edits and validation checks with instructions for adding, removing, and modifying them	Must Have	New
DOC-11	Must provide an explicit and illustrated instruction for each type of user, including an explanation of menu options and screen flows from that user's perspective.	Must Have	New
DOC-12	Must provide instructions for all administrative functions (e.g. user management, changing alerts, role management, etc.).	Must Have	New

Non-Functional Requirements Documentation Requirements			
Req ID	Requirement Description	Priority	Existing or New
DOC-13	Must provide an overview and operating instructions for all interfaces.	Must Have	New
DOC-14	Must provide guidelines for how to make changes to custom letters, forms, and reports that State staff can maintain.	Must Have	New
DOC-15	Must provide layouts of all output files and messages	Must Have	New

Non-Functional Requirements Performance Requirements			
Req ID	Requirement Description	Priority	Existing or New
PF-1	Simple pages must be rendered in 1 seconds or less assuming a download speed of 1.5 Mbps as measured from a user's nearest Internet Exchange Point (assuming the user has Broadband internet access).	Must Have	New
PF-2	Long-running processes (greater than 10 seconds) should be performed as background process	Should Have	New

Non-Functional Requirements Maintenance Processes Requirements			
Req ID	Requirement Description	Priority	Existing or New
MP-1	The system should refresh the Training database on a configurable schedule.	Should Have	Existing

Non-Functional Requirements Accessibility Requirements			
Req ID	Requirement Description	Priority	Existing or New
ACC-1	A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content) as required by §1194.22(a).	Must Have	New
ACC-2	Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation as required by §1194.22(b).	Must Have	New
ACC-3	Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup as required by §1194.22(c).	Must Have	New
ACC-4	Documents shall be organized so they are readable without requiring an associated style sheet as required by §1194.22(d).	Must Have	New
ACC-5	Redundant text links shall be provided for each active region of a server-side image map as required by §1194.22(e).	Must Have	New
ACC-6	Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape as required by §1194.22(f).	Must Have	New
ACC-7	Row and column headers shall be identified for data tables as required by §1194.22(g).	Must Have	New

Non-Functional Requirements Accessibility Requirements			
Req ID	Requirement Description	Priority	Existing or New
ACC-8	Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers as required by §1194.22(h).	Must Have	New
ACC-9	Frames shall be titled with text that facilitates frame identification and navigation as required by §1194.22(i).	Must Have	New
ACC-10	Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz as required by §1194.22(j).	Must Have	New
ACC-11	A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes as required by §1194.22(k).	Must Have	New
ACC-12	When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology as required by §1194.22(l).	Must Have	New
ACC-13	When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l) as required by §1194.22(m).	Must Have	New
ACC-14	When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues as required by §1194.22(n).	Must Have	New
ACC-15	A method shall be provided that permits users to skip repetitive navigation links as required by §1194.22(o).	Must Have	New
ACC-16	When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required as required by §1194.22(p).	Must Have	New
ACC-17	At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for assistive technology used by people who are blind or visually impaired shall be provided as required by §1194.31(a).	Must Have	New
ACC-18	At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired shall be provided as required by §1194.31(b).	Must Have	New
ACC-19	At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for assistive technology used by people who are deaf or hard of hearing shall be provided as required by §1194.31(c).	Must Have	New
ACC-20	Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided as required by §1194.31(d).	Must Have	New
ACC-21	At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for assistive technology used by people with disabilities shall be provided as required by §1194.31(e).	Must Have	New
ACC-22	At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided as required by §1194.31(f).	Must Have	New

Non-Functional Requirements Workflow Requirements			
Req ID	Requirement Description	Priority	Existing or New
WF-1	The system should provide a method to automatically track tasks/events through a business process so users can easily identify tasks that need attention.	Should Have	New
WF-2	The system should identify batch imported or manually entered data requiring follow-up, provide routing to queues or workflows for appropriate follow-up, and provide flagging for data correction to be performed by designated users or user groups.	Should Have	New
WF-3	The system should provide real-time monitoring and viewing of record workflow status.	Should Have	New
WF-4	As records are queued for registration at the state, records are routed to various review queues based on flagged fields and status indicators in the record.	Must Have	Existing
WF-5	All death records are queued for manual review.	Must Have	Existing
WF-6	If a user enters a new value through the Add on the Fly (AOF) process, the record is flagged for review. A Reviewer will review the Add on the Fly values, and either add the new value to the appropriate system table, or correct the record.	Must Have	Existing
WF-7	If a value is supplied in any of the "Other" fields, the record is routed to the Statistical Review Queue. A State user will review the user supplied values for the Race and Hispanic Origin categories, and either validate or correct the record.	Must Have	Existing
WF-8	Incoming birth records with partial AOPs or indication that an AOP will be filed are routed to an AOP Pending queue. The AOP Pending Queue will indicate aging records.	Must Have	Existing
WF-9	The system will automatically route all records created by midwives and home birth records submitted by Local Registrars to a queue for manual review.	Must Have	New
WF-10	The system will automatically route records to be reviewed to individual Reviewer's queues (in round-robin fashion).	Must Have	Existing
WF-11	Records will be reviewed by Records Receiving, and if an error is found, the record will be returned to the submitter for correction.	Must Have	Existing
WF-12	Records will be reviewed by Records Receiving, and if no errors are found, it is routed to the Ready for Registration queue.	Must Have	Existing
WF-13	Records being reviewed will display Accept and Reject buttons. If the Reviewer clicks the Accept button, the record will be routed to the Ready for Registration queue.	Must Have	Existing
WF-14	Records being reviewed will display Accept and Reject buttons. If the Reviewer clicks the Reject button, the record is unlocked, and returned to the submitter.	Must Have	Existing
WF-15	Electronic birth and death records will be filed first at the State, and then queued for the local registrar to file locally.	Must Have	New
WF-16	Death Records will be routed to the Certifier's queue once the Certifier has been designated and the record saved.	Must Have	Existing

Non-Functional Requirements Workflow Requirements			
Req ID	Requirement Description	Priority	Existing or New
WF-17	The facility may reject a record back to a funeral establishment if the medical certifier is not associated with the assigned facility.	Must Have	New
WF-18	The system acknowledges a medical certifier's "out of office" notification and automatically forwards the message to the person indicated by the absent certifier.	Must Have	New
WF-19	Birth and Death records that cannot be automatically matched are routed to a queue for manual matching	Must Have	Existing
WF-20	As help desk tickets are created, the system will allocate the ticket to help desk staff via round robin assignment.	Nice to have	New
WF-21	Daily, the system looks for birth or death records that are past due and routes these records to a State past due queue. These records could be orphaned, relinquished but never claimed, or the record owner has missed the deadline for filing the record with the State	Must Have	Existing
WF-22	For death records, the certifiers can refer the record to a different certifier base on cause of death. Physicians can refer to a ME/JP and vice versa. The record is routed to the other certifier's queue.	Must Have	New
WF-23	The system will allocate requests to State staff by individuals or by team, configurable by State staff	Must Have	Existing
WF-24	As records are processed through the system they are automatically moved from queue to queue, based on record type and status. As each participant completes their respective process, the data is available to the next participant.	Must Have	Existing
WF-25	A supervisor or other authorized user can easily reallocate an issue or group of issues to another individual or team.	Must Have	Existing
WF-26	A statistically random sampling of orders for each Issuance Specialist may be queued for quality review after documents are printed and prior to being sent to the customer.	Must Have	New
WF-27	The system will automatically allocate online orders to Processing Specialists.	Must Have	Existing
WF-28	If a Specialist adds custom content to a letter, the request is queued to a supervisor to review the letter.	Must Have	New
WF-29	Supervisory approval is required to amend a field more than once.	Must Have	Existing
WF-30	If an amendment is rejected by QA, the record is queued back to who created the amendment and left intact for corrections.	Must Have	New

Non-Functional Requirements Notifications/Alerts Requirements			
Req ID	Requirement Description	Priority	Existing or New
NA-1	For State data-entry of birth, death, or fetal death records after one year from the date of event, the system will produce a warning message that the record is being entered after one year from the date of event.	Must Have	New

Non-Functional Requirements Notifications/Alerts Requirements			
Req ID	Requirement Description	Priority	Existing or New
NA-2	Infant deaths - If a new death record is created for a child less than one year old, the system checks for a corresponding birth record. If a corresponding birth record is not found, the system will issue a message indicating there is not a birth record on file. Notification will be sent to the Local Registrar and to the State. The user may proceed to file the death record.	Must Have	New
NA-3	If the stakeholder orders more than one death certificate for a death record with a pending cause of death, the system will display a message: "Are you sure you want to order multiple copies of this death certificate - cause of death is pending."	Must Have	New
NA-4	When the cause of death is amended from "Pending" to a cause, the system notifies stakeholder that the cause of death has been amended and is no longer pending. The notification will include information for ordering death certificates from the local registrar (supply contact info) or the online portal.	Must Have	New
NA-5	While ordering certified copies of a death certificate, if a credit card is declined, the system will issue a message indicating the card has been declined.	Must Have	Existing
NA-6	If the user enters "no" to the question "Is the child living now", the system informs the user that a death record must also be filed if the child was born alive. Notification is also sent to Local Registrar	Must Have	New
NA-7	The system should provide notification to users upon login of pending activities or assignments based on priority.	Should Have	New
NA-8	Records being reviewed will display Accept and Reject buttons. If the Reviewer clicks the Reject button, the status of the record is set to 'Rejected', the record is unlocked, and returned to the submitter. The submitter will be notified that a record is being returned for correction.	Must Have	New
NA-9	The Certifier will be automatically notified when records are assigned for certification.	Must Have	Existing
NA-10	The system will provide a way for the funeral home to send a reminder to the medical certifier. The reminder will contain the record number, date of death, and name of deceased.	Must Have	New
NA-11	The system notifies the funeral home, the assigned Local Registrar and the certifier if the medical certifier does not access the record within 5 days of being assigned the record.	Must Have	New
NA-12	If a medical certifier checks accident/suicide/homicide on a death record, then changes the record to reflect a natural cause of death, a notification is sent to the ME/JP just as a "heads up". The notification will include the decedent's name date of death place of death, and name of medical certifier.	Must Have	New
NA-13	If a Physician attempts to certify an accident, suicide, or homicide, the system will notify them that the record must be declined and returned to the funeral home so a ME or JP can be assigned to certify the record.	Must Have	New
NA-14	If a record is transferred from one stakeholder to another, notification is sent to the other stakeholders involved in the record's registration	Must Have	New
NA-15	If a death record is modified by either the funeral home or the certifier and the information changed is any of the following: Decedent First, Middle, Last, Suffix, DOB, Gender, SSN – notify the other party of the change	Must Have	Existing
NA-16	Once the medical certifier electronically signs the death record, the system notifies the funeral home that the medical certification is complete.	Must Have	New
NA-17	If the medical certifier initiates the death record and assigns a Funeral Home, the Funeral Home will receive notification of the record.	Must Have	New

Non-Functional Requirements Notifications/Alerts Requirements			
Req ID	Requirement Description	Priority	Existing or New
NA-18	Stakeholders (such as Local Registrars, Funeral Homes and Certifiers) impacted by a record being amended are notified of the amendment in progress.	Must Have	New
NA-19	If a cause of death is entered that matches an entry in the "Rare Causes of Death" table, the system will notify VSU Nosology with the EDR# and the cause of death listed.	Must Have	New
NA-20	After a birth record is initiated, if an AOP form is required to be submitted, the birth clerk will be notified of the approaching 5 day deadline to submit the form to the State.	Must Have	New
NA-21	Funeral homes and the assigned Local Registrar will be notified if they have not demographically certified the death record within 10 days of creating it.	Must Have	New
NA-22	Birth clerks will be notified if they have started but not finished the birth record within 5 days of the birth	Must Have	New
NA-23	Funeral homes and the assigned Local Registrar will be notified if a certifier is not designated by the funeral home within 5 days of initiating the record.	Must Have	New
NA-24	Stakeholders will be notified of any new records arriving in their queues.	Must Have	New
NA-25	Stakeholders who have ordered certified copies on behalf of their customer will be notified when the order is received, fulfilled, and shipped	Must Have	New
NA-26	Once a month, sent notifications to Local Registrars of stakeholders in their jurisdiction who have not released the statistical section of the birth record.	Must Have	New
NA-27	The system provides an easy way for the end user to send a question about a selected record to the State – the message will auto-populate with the user's information, information from the record, and the TxEVER Support Team's email address.	Must Have	New
NA-28	When a record is relinquished, notification is sent to the other stakeholders involved in the record's registration.	Must Have	New
NA-29	Automated notification will be provided to the Local Registrar when a State record from their jurisdiction is voided.	Must Have	New
NA-30	If a record is abandoned, notification is sent to the all stakeholders involved in the record's registration	Must Have	New
NA-31	At any point a particular participant's action is required on a record, that participant shall be notified automatically via a system message or email. The message must include a brief description of the action to be taken and a hyperlink that will take the user directly to the record that requires their attention, after having supplied their login credentials.	Must Have	New
NA-32	The user may receive alerts for records requiring their attention, new messages, and a count of unread messages.	Nice to Have	New
NA-33	The system will be able to broadcast messages when systems or gateways are down. When possible the message will include approximate down time, and estimated time of when system will be back up.	Nice to Have	New
NA-34	System supports broadcast messages sent from the State to all users or a sub-set of users. Broadcast messages may have start and stop dates. Broadcast messages can be set to be distributed at specific times.	Must Have	New
NA-35	The system provides functionality to automatically generate timely reminders to individuals to complete outstanding records. The time when reminders are generated is State-defined and may be different between different types of events.	Must Have	New

Non-Functional Requirements Notifications/Alerts Requirements			
Req ID	Requirement Description	Priority	Existing or New
NA-36	The system must provide the ability to track that a notification(s) has been sent for a specific certificate. If a message is not opened and read within a State-defined period of time, a message is automatically sent to the sender to notify him that the message has not been read.	Nice to Have	New
NA-37	If an order is entered for Verification of Marriage prior to 1966 or Verification of Divorce prior to 1968 the system issues a message to the Issuance Specialist that these records are not on file.	Must Have	New
NA-38	If an inquiry order is entered for Acknowledgement of Paternity prior to September 1, 1999, the system issues a message to the Issuance Specialist that these records are not on file.	Must Have	New
NA-39	For copies of birth records, the system checks the certificate type to be issued. For example, the system will issue notifications to the Issuance Clerk to follow the appropriate guideline: <ul style="list-style-type: none"> • Delayed records must be issued as long form certified copies and are printed from the image. Delayed records are clearly indicated as such. • Certain other states require the long form birth certificate. • Long form birth certificates are required for amended records. 	Must Have	New
NA-40	The system will alert the State user if payments received for an order are insufficient to cover that order.	Must Have	New
NA-41	The system will display a warning if the field has previously been amended.	Must Have	New
NA-42	Once the payment is accepted, the request issue's status will be updated and the Issuance Specialist will be notified so that request processing can continue without having to wait for a remittance number from the Comptroller.	Should Have	New

Non-Functional Requirements User Logins/Profiles Requirements			
Req ID	Requirement Description	Priority	Existing or New
PROF-1	The system provides for three different types of customer accounts where they will order certified copies of vital records or data. The accounts can be pre-paid flat fee, pre-paid credit balance, or charge.	Must Have	New
PROF-2	User Profile should include the National Provider Number as appropriate	Should Have	New
PROF-3	Users will periodically be prompted upon login to update profile information.	Must Have	New
PROF-4	System will recognize a primary email account for sites where participants can direct messages when unsure of the specific individual who should be the recipient. The primary email account will be clearly identified in directory	Must Have	New
PROF-5	If a user is affiliated with multiple locations the user will be prompted to select a location upon logging in.	Must Have	Existing
PROF-6	The system will allow the user to change locations without having to log out and log back in.	Should Have	New

Non-Functional Requirements User Logins/Profiles Requirements			
Req ID	Requirement Description	Priority	Existing or New
PROF-7	Users can configure their preferred method of communication in their profile. (Daily users may choose to receive all messages as system messages, while infrequent users of the system may choose to receive message by email or text message.) Contact information for the preferred and alternate methods of communication is stored in the User Profile.	Should Have	New
PROF-8	System provides an emergency management option which allows for an easy way to activate a separate a profile for designated users for use during times of emergency	Should Have	New
PROF-9	The system will authenticate system user licenses. This includes licensing for Midwives and Certified Nurse Midwives, Physicians, JPs, MEs, funeral homes and Bar numbers for attorneys. This will be checked when they set up a new account in the system and then each time they log in to verify the license is still in good standing.	Must Have	New

HL:7 Interoperability Requirements			
Req ID	Requirement Description	Priority	Existing or New
MA-1	The system must comply with the State of Texas specification, coding and transportation requirements: <ul style="list-style-type: none"> <input type="checkbox"/> Health Level Seven (HL7) messaging <input type="checkbox"/> Systematized Nomenclature of Medicine (SNOMED) Coding <input type="checkbox"/> Logical Observation Identifiers Names and Codes (LOINC) Coding <input type="checkbox"/> International Classification of Diseases (ICD)-9 Coding (backwards compatibility) <input type="checkbox"/> ICD-10 Coding 	Must Have	New
MA-2	The system must comply with Office of the National Coordinator (ONC) for Health Information standards related to the messages described below.	Must Have	New
MA-3	The system messaging standards must include HL7 Versions: <ul style="list-style-type: none"> <input type="checkbox"/> 2.3.1 (required) <input type="checkbox"/> 2.5.1 (conditional on hospital's Electronic Health Records (EHR)) <input type="checkbox"/> 3.x Clinical Document Architecture (CDA) (conditional on hospital's Electronic Medical Records (EMR)) 	Must Have	New

HL:7 Interoperability Requirements			
Req ID	Requirement Description	Priority	Existing or New
MA-4	The reference specifications include but not limited to: <ul style="list-style-type: none"> <input type="checkbox"/> HL7 Version 3 Domain Analysis Model: Vital Records, Release 1 <input type="checkbox"/> HL7 Electronic Health Records (EHR) System Functional Model Public Health Functional Profile, Release 2 (includes a vital records domain) <input type="checkbox"/> HL7 Version 2.3.1 Implementation Guide: Reporting Birth & Fetal Death Information from the EHR to Vital Records, R1 <input type="checkbox"/> HL7 Version 2.5.1 Implementation Guide: Reporting Birth & Fetal Death Information from the EHR to Vital Records, R1 (conditional on hospital's Electronic Health Records (EHR)) <input type="checkbox"/> HL7 Version 3 CDA R2 Implementation Guide: Reporting Birth & Fetal Death Information from the EHR to Vital Records Release 1 (conditional on hospital's Electronic Medical Records (EMR)) <input type="checkbox"/> Integrating the Healthcare Enterprise (IHE) Birth and Fetal Death Reporting (BFDR) <input type="checkbox"/> IHE Vital Records Death Reporting (VRDR) 	Must Have	New
MA-5	The referenced specifications include all acknowledgements (ACK)	Must Have	New
MA-6	The message structures must be configurable by DSHS staff.	Must Have	New
MA-7	The system must include two-way web service communication: <ul style="list-style-type: none"> <input type="checkbox"/> Publish Web Service <input type="checkbox"/> Consume Web Service 	Must Have	New
MA-8	The system must utilize SFTP / FTPS protocols	Must	New
MA-9	The system must utilize direct connect	Must	New
MA-10	The system must utilize Network transports, i.e. – network folder to network folder	Must Have	New
MA-11	Have a working Electronic Birth Registry System (EBRS) and Electronic Death Registry System (EDRS) that is: <ul style="list-style-type: none"> <input type="checkbox"/> Collecting information using the 2003 U.S. standard certificate for birth and death and U.S. Report of Fetal Death <input type="checkbox"/> Able to receive (preferred), or can be retrofitted to receive the following HL7 compliant messages or CDA information from a hospital EHR: <ul style="list-style-type: none"> <input type="checkbox"/> HL7 Version 2.5.1 Implementation Guide: Birth and Fetal Death Reporting, Release 1 - US Realm, Draft Standard for Trial Use (DSTU) Release 1.1 <input type="checkbox"/> HL7 Implementation Guide for CDA® Release 2: Birth and Fetal Death Reporting to Vital Records, Release 1 (US Realm) <input type="checkbox"/> HL7 Version 2.5.1 Implementation Guide: Vital Records Death Reporting, Release 1 - US Realm, DSTU Release 1.1 <input type="checkbox"/> HL7 Implementation Guide for CDA® Release 2: Vital Records Death Report, Release 1 - US Realm 	Must Have	New

HL:7 Interoperability Requirements			
Req ID	Requirement Description	Priority	Existing or New
MA-12	Able to implement the following Integrating the Healthcare Enterprise (IHE) content profiles that defines the content that may be obtained from an electronic health record systems and transmitted to the state VR system for vital registration purposes: <ul style="list-style-type: none"> <input type="checkbox"/> Integrating the Healthcare Enterprise – Birth and Fetal Death Reporting Enhanced (BFDR-E) Content Profile <input type="checkbox"/> Integrating the Healthcare Enterprise – Vital Records Death Reporting (VRDR) Content Profile 	Must Have	New

Vital Records Messaging General Requirements			
Req ID	Requirement Description	Priority	Existing or New
VRG-1	The system must be able to parse HL7 2.3.1 and HL7 2.5.1 real-time messages received with standard encoding.	Must Have	New
VRG-2	The system should be able to parse HL7 2.3.1 and HL7 2.5.1 real-time messages received with XML encoding.	Nice to Have	New
VRG-3	The system should be able to parse HL7 2.3.1 and HL7 2.5.1 real-time messages received with ebXML encoding.	Nice to Have	New
VRG-4	The system must be able to generate the following types of real-time HL7 2.3.1 messages: <ul style="list-style-type: none"> <input type="checkbox"/> Acknowledging A Message – ACK 	Must Have	New
VRG-5	The system must be able to generate the following types of real-time HL7 2.5.1 messages: <ul style="list-style-type: none"> <input type="checkbox"/> Acknowledging A Message – ACK 	Must Have	New
VRG-6	The system must be able to generate HL7 2.3.1 and HL7 2.5.1 real-time messages using standard encoding.	Nice to Have	New
VRG-7	The system should be able to generate HL7 2.3.1 and HL7 2.5.1 real-time messages using ebXML encoding.	Nice to Have	New
VRG-8	The system must generate and send the applicable real-time HL-7 message whenever a real-time HL7 message has been received and parsed.	Must Have	New
VRG-9	The system should provide a module that will allow providers to submit messages for testing and validation.	Should Have	Existing
VRG-10	The system must reject incoming HL7 2.3.1 and HL7 2.5.1 real-time messages that do not have valid HL7 syntax and structure.	Must Have	Existing
VRG-11	The system must validate HL7 2.3.1 and HL7 2.5.1 real-time messages for valid HL7 syntax and structure before sending the messages.	Must Have	Existing
VRG-12	The system must reject incoming HL7 2.3.1 and HL7 2.5.1 real-time messages that do not meet DSHS HL7 Quality Standards.	Must Have	New

Vital Records Birth Messaging Requirements			
Req ID	Requirement Description	Priority	Existing or New
VRB-1	The system must be able to import the following types of HL7 2.3.1 and HL7 2.5.1 messages formatted in the DSHS Birth Message Format from a batch file on a local server to create a birth record in the system: <ul style="list-style-type: none"> <input type="checkbox"/> Information about a birth - ADT^A04 <input type="checkbox"/> Revision to information about a birth – ADT^A08 	Must Have	New

2.8.4 D007 TxEVER System Customization Plan:

The Contractor shall document the results of the fit/gap analysis and associated proposed design customization in **CDID D007**.

The Contractor shall customize the system and complete contractor testing to System Agency approved CDID test plans to verify and validate system performance and stability prior to delivery to System Agency. D007 shall include a description and estimated timeframe for any required Joint Application Design (JAD) sessions anticipated by the Contractor to complete the design of the MOTS system implementation.

2.9 System Requirements Reviews (SRR's)

- A. The Contractor shall conduct an SRR milestone reviews with System Agency to review all TxEVER System requirements, provide confirmation of how all requirements will be satisfied, and which requirements require clarification in order to establish the requirements baseline.
- B. The Contractor shall prepare and deliver SRR meeting agenda's in CDID D003 TxEVER Meeting plan for review and approval. The SRR's shall be held in accordance with dates defined in Table 2 – Project Milestone Events/Achievements. As part of an SRR, the Contractor shall include a COTS product presentation and a demonstration of how requirements will be tracked and managed throughout the project lifecycle. The Contractor shall prepare and deliver CDID D028 TXEVER Meeting minutes report following SRR events.

2.9.1 D037 Requirements Management Plan and Traceability Matrix:

The Contractor shall create and manage a TxEVER System requirements baseline. The Contractor shall produce and maintain **CDID D037** that maps each System Agency requirement to the corresponding COTS/MOTS system, Imaging system, and or Hosting service. D037 shall be prepared and presented at PDR milestone events. The plan shall be in contractor format but shall include the following elements:

- 1. Requirements Traceability Matrix;
- 2. Requirements linked to contractor product solutions to the associated module level;

3. Process, method and tools to be used for tracking requirements;
4. Software Development Lifecycle Plan (SDLP) planned for each module (s) customization;
5. Software/Hardware build plan;
6. Contractor testing and validation plan for each requirement;
7. Configuration management plan;
8. Release plan;
9. Implementation plan;
10. Requirement source and description;
11. SDD reference;
12. SRS reference; and
13. Test scenario reference.

2.9.2 Preliminary Design Reviews (PDR's)

- A. The Contractor shall conduct PDR milestone reviews with System Agency to present the design approaches for the TxEVER System. The PDR's shall be held in accordance with the dates in Table 2 – Project Milestone Events/Achievements.
- B. The Contractor shall prepare and deliver PDR meeting agenda's in CDID D003 TxEVER Meeting Plan for review and approval. A PDR agenda shall include the following elements:
 1. TxEVER turn-key system design overview;
 2. Confirmation of COTS solution design to satisfy requirements;
 3. Preliminary design approach to close identified gaps;
 4. System Design Life Cycle (SDLC) overview, gates, and checkpoints;
 5. Configuration Management process and tool sets;
 6. System build, test, and release plan;
 7. Defect tracking and management approach;
 8. Regression testing approach and process;
 9. Quality Assurance and Quality Control process;
 10. Resource plan and status;
 11. System Agency actions or decisions required;
- C. The Contractor shall prepare and deliver CDID D028 TXEVER Meeting minutes report following the PDR.

2.9.3 D038 - System Design Description (SDD) Documents

The Contractor shall prepare and deliver CDID D038 SDD's. The initial delivery shall be at PDR's with the final at CDR's. The SDD's shall be in Texas Department of Information Resources (DIR) format. D038 shall contain the following elements:

- A. The functionality necessary to meet business requirements is described;
- B. Provide a basis for product management and road-mapping discussions, such as prioritizing features from one release to the next;
- C. Use as a basis for technology platform and architectural decisions, planning and prioritizing the product backlog, and calculating effort and resource requirements; and
- D. Serve as a baseline for the test plan, test cases, and requirements traceability.

2.9.4 D040 - System Requirements Specification (SRS) Documents

The Contractor shall deliver CDID D040 SRS's in Texas Department of Information Resources (DIR) format. The SRS's shall include the following elements:

- A. The functionality necessary to meet business requirements is described;
- B. Provide a general system description;
- C. Describe system capabilities, conditions, and constraints;
- D. Describe system interfaces; and
- E. Define links to the Requirements Traceability Matrix.

2.10 Critical Design Reviews (CDR's)

- A. The Contractor shall conduct CDR milestone reviews with the System Agency to present the final design implementation of the system prior to Contractor system testing and release. The CDR's shall be held in accordance with Table 2 – Project Milestone Events/Achievements.

- B. The Contractor shall prepare and deliver CDR Meeting plans in CDID D003 TxEVER Milestone meeting plan for review and approval. The CDR agenda's shall include the following elements:
 - 1. TxEVER turn-key system design overview;
 - 2. Confirmation of MOTS solution design to satisfy requirements;
 - 3. Open design issues needed to close any gaps;
 - 4. Results of SDLC reviews and checkpoint decisions;
 - 5. Configuration Management status of system deliverables;
 - 6. System build, test, and release status;
 - 7. Defect tracking status;
 - 8. Regression testing;
 - 9. Quality Assurance and Quality Control report;
 - 10. Resource status; and
 - 11. System Agency actions and or decisions required.

- C. The Contractor shall prepare and deliver CDR Milestone meeting minutes reports in CDID D028 following the CDR's.

2.11 System Interfaces and Interoperability

- A. The Contractor shall support development and review of TxEVER System Interface Control Documents (ICD's) and specifications and implement System Agency approved specifications to configure, modify, and or customize the system for integration and interoperability with internal and external interfaces to include meeting the Priority "Must Have" requirements (and Contractor offered non-mandatory requirements) defined in Table 6:

Table 6. Meeting Requirements

External System Interfaces General Requirements			
Req ID	Requirement Description	Priority	Existing or New
GE-1	The system should provide a way to configure and customize interface imports and exports.	Nice to Have	New

External System Interfaces General Requirements			
Req ID	Requirement Description	Priority	Existing or New
GE-2	The system interfaces should support multiple types of files for import and export (e.g. Comma Separate Values (CSV), XML, text, Unicode text, Data Interchange Format (DIF), Symbolic Link (SYLK)).	Nice to Have	New
GE-3	The schedule for importing or exporting files must be configurable and customizable.	Nice to Have	New
GE-4	The system should provide a designated DSHS user role the capability to configure and customize interfaces.	Nice to Have	New

External System Interfaces File Data Imports Requirements			
Req ID	Requirement Description	Priority	Existing or New
FFI-1	The system must be able to import Social Security numbers formatted with the Social Security Administration (SSA) Import format from a file on a local server. The system will update the Social Security number for the matching newborn record in the system.	Must Have	Existing
FFI-2	The system must be able to import order information from the online ordering system, Texas.gov. The general public uses that online system to order certified copies of birth and death records and verification letters for birth, death, marriage and divorce. The system must be able to import XML formatted records and generate orders for those records in the system.	Must Have	Existing
FFI-3	The system must be able to import order information from the death certificate ordering system, Texas.gov. Funeral Homes use that online system to order certified copies death records. The system must be able to import XML formatted records and generate orders for those records in the system.	Must Have	Existing
FFI-4	The system must be able to import reports of divorce and information about suits affecting parent / child relationships from county and district offices. The system will import those records and create corresponding records in the system.	Must Have	New
FFI-5	The system must be able to import marriage applications from county and district offices. The system will import those records and create corresponding records in the system.	Must Have	New
FFI-6	The system must be able to import orders for birth certificates from inmates in the Texas prisons. The Texas Department of Criminal Justice sends order information to DSHS via a flat file stored on a local server. The system must be able to import those orders and generate orders in the system.	Must Have	Existing
FFI-7	The system must be able to import birth, death, and fetal death records from records sent by the National Association for Public Health Statistics and Information System. Their system, State and Territorial Exchange of Vital Records (STEVE), will send records that originated in Texas as well as Texas residents who died in other states, babies born in other states to Texas residents, and people born in Texas and died in other states. The file type will have its own numbering schema.	Must Have	Existing
FFI-8	The system must be able to import birth and death records on a weekly basis from the NCHS Secure Access Management System (SAMS) system. The file sent is correcting bridged race codes.	Must Have	Existing
FFI-9	The system must be able to import payment information from mail in orders that are sent to the Remittance Disposition System.	Must Have	Existing
FFI-10	The system must be able to import payment information from the online orders or walk in orders after the payment is processed by DSHS Fiscal.	Must Have	Existing

External System Interfaces File Data Imports Requirements			
Req ID	Requirement Description	Priority	Existing or New
FFI-11	The system must be able to import the Mortality Medical Data System (MMDS) file with cause of death coding sent from NCHS. The Respondent should be able to support ICD-10 codes.	Must Have	Existing
FFI-12	The system must be able to import requests from the SSA to validate the SSN of a newborn.	Must Have	Existing
FFI-13	The system must be able to import data from an Acknowledgement of Paternity (AOP) form.	Must Have	Existing

External System Interfaces File Data Exports Requirements			
Req ID	Requirement Description	Priority	Existing or New
FFE-1	The system must be able to export Social Security number requests for newborns formatted with the Social Security Administration (SSA) export format from a file on a local server. The SSA system will use the newborn information to create a Social Security number for the newborn.	Must Have	Existing
FFE-2	The system must be able to export all birth, death, and fetal death records on a daily basis and send these to STEVE. STEVE collects vital records from all 50 states and additional territories.	Must Have	Existing
FFE-3	Following the requirements in Attachment E – HL7 Interoperability the system must provide birth records on a daily basis to DSHS Newborn Screening and DSHS Immunization and on a monthly / annual basis to the Pregnancy Risk Assessment Monitoring System (PRAMS).	Must Have	New
FFE-4	The system must be able to export vital records (birth, death, marriage applications, suits, and divorce) for a given year to a file to be used to create microfiche indexes.	Must Have	Existing
FFE-5	The system must be able to export Acknowledgment of Paternity data on a daily basis to be sent to the Office of the Attorney General (OAG).	Must Have	Existing
FFE-6	The system will send all death records on a daily basis to the SSA.	Must Have	Existing
FFE-7	Following the requirements in Attachment E – HL7 Interoperability the system must provide death records on a weekly basis to DSHS Immunization and DSHS Texas Health Steps and on a monthly basis to DSHS Integrated Business Information System (IBIS).	Must Have	Existing
FFE-8	The system must be able to export all out-of-state death records on a weekly basis to be sent to the SuperMICAR process to correct cause of death and manner of death codes. The process runs through an ACME application and then a Mortality Medical Data System (MMDS) which will create a MMDS file to import back into the system.	Must Have	Existing
FFE-9	The system must export death records on a weekly basis to be sent to other State Agencies.	Must Have	Existing
FFE-10	The system must export death records on a weekly basis to be sent to OAG for the AOP process.	Must Have	Existing
FFE-11	The system must be able to export information quarterly about suits affecting parent child relationships (SAPCR) to be sent to OAG.	Must Have	Existing
FFE-12	The system must be able to export payment refund information on a daily basis and send this to the Health and Human Services Administration System.	Must Have	Existing
FFE-13	The system must be able to export Medicaid and CHIP birth records on a daily basis and send these to Health and Human Services Commission (HHSC).	Must Have	Existing
FFE-14	The system must be able to export birth, death, marriage applications, reports of divorce and suits on a weekly basis to HHSC.	Must Have	New

External System Interfaces File Data Exports Requirements			
Req ID	Requirement Description	Priority	Existing or New
FFE-15	The system must be able to export financial data with transactions from the public who want to participate in the home visit program. These transactions are sent to the Remittance Disposition System	Must Have	Existing
FFE-16	The system must be able to export responses to requests from the SSA to validate the SSN of a newborn.	Must Have	Existing
FFE-17	The system must be able to export birth, fetal death, and death data daily to the local registrar whose jurisdiction the record was associated with.	Must Have	New

External System Interfaces Real Time Imports Requirements			
Req ID	Requirement Description	Priority	Existing or New
RTI-1	The system will need to receive address verification and geocoding information from an address verification / geocoding application.	Must Have	New
RTI-2	The system will need to receive verification status from the SSA, of the decedent's SSN that was sent to them. As part of the death registration process, the system must validate the reported SSN of a decedent.	Must Have	Existing
RTI-3	The system must be able to import license information (physician, funeral director, or midwife) and know that the license is current and in good standing.	Must Have	New
RTI-4	Following the requirements in Attachment E – HL7 Interoperability, the system will receive from the Hospital Electronic Health Record systems information about a mother whose newborns are having their birth registered. The information received will prepopulate the medical data worksheet and the mother's worksheet for a child's birth certificate.	Must Have	New
RTI-5	The system must be able to import requests from the Electronic Verification of Vital Events (EVVE) system. These requests are to verify the existence of a birth or death certificate for an individual.	Must Have	New
RTI-6	The system will need to receive information on a family, parents and or children, and verify birth records match or does not match information received for the HHSC Medicaid Eligibility System.	Must Have	Existing
RTI-7	The system will need to import information from emails sent as help desk tickets. The information imported from the email will be used to create a new help desk ticket.	Must Have	New
RTI-8	Have the ability to consume External Web services on real time events using Web Service definition language (WSDL) web services interface and RESTFUL interface.	Nice to Have	New

External System Interfaces Real Time Exports Requirements			
Req ID	Requirement Description	Priority	Existing or New
RTE-1	The system will need to send address information to an address verification / geocoding application.	Must Have	New
RTE-2	The system will need to send verification of birth records to HHSC Medicaid Eligibility services. Given a mother or father of a family, send back verification of children birth information.	Must Have	Existing
RTE-3	The system will send to the SSA, the decedent's SSN. As part of the death registration process, the system must validate the reported SSN of a decedent.	Must Have	Existing

External System Interfaces Real Time Exports Requirements			
Req ID	Requirement Description	Priority	Existing or New
RTE-4	Following the requirements in Attachment E – HL7 Interoperability, the system will send to Hospital Electronic Health Record systems information about a mother whose newborns are having their birth registered.	Must Have	New
RTE-5	The system must be able to send license information (physician, funeral director, or midwife) to licensing authorities to validate those licenses are current and in good standing.	Must Have	New
RTE-6	The system must be able to respond to requests from EVVE. The system must respond as a found or not found reply to verify the existence of a birth or death certificate for an individual.	Must Have	New
RTE-7	The system will need to generate emails to users who filed a help desk ticket via an email. The system will export all pertinent information and send an email back to the user who filed the ticket.	Must Have	New
RTE-8	Have the ability pass the document metadata via WSDL Extensible Markup Language (XML) object to communicate with the Agency Enterprise Content Management (ECM).	Must Have	Existing
RTE-9	Have the ability to pass the document image content in a binary format or store the document image at a file share and pass the location via WSDL (XML) to communicate with the Agency ECM.	Must Have	Existing
RTE-10	Have the ability to pass the document metadata as a JSON object to a RESTFUL web service to communicate with the Agency ECM.	Must Have	Existing
RTE-11	Must pass the security and policy information to external document repository using WSDL/JSON notation to communicate with the Agency ECM.	Must Have	Existing

External System Interfaces Connectivity Protocols Supports Requirements			
Req ID	Requirement Description	Priority	Existing or New
CPS-1	The system must support connectivity via SFTP protocols. This includes uploading files to an SFTP site/location and downloading (polling) from an SFTP site/location	Must Have	New
CPS-2	The system must support connectivity via Web Services.	Must Have	New
CPS-2.1	The system must be able to publish a web service with Operations for Requesting payload data	Must Have	New
CPS-2.2	The system must be able to consume a web service with Operations for Requesting payload data	Must Have	New
CPS-3	The system can support the generation, delivery and receipt of secure encrypted emails containing attachments.	Nice to Have	New

HL:7 Interoperability Requirements			
Req ID	Requirement Description	Priority	Existing or New
MA-1	The system must comply with the State of Texas specification, coding and transportation requirements: <ul style="list-style-type: none"> <input type="checkbox"/> Health Level Seven (HL7) messaging <input type="checkbox"/> Systematized Nomenclature of Medicine (SNOMED) Coding <input type="checkbox"/> Logical Observation Identifiers Names and Codes (LOINC) Coding <input type="checkbox"/> International Classification of Diseases (ICD)-9 Coding (backwards compatibility) <input type="checkbox"/> ICD-10 Coding 	Must Have	New
MA-2	The system must comply with Office of the National Coordinator (ONC) for Health Information standards related to the messages described below.	Must Have	New
MA-3	The system messaging standards must include HL7 Versions: <ul style="list-style-type: none"> <input type="checkbox"/> 2.3.1 (required) <input type="checkbox"/> 2.5.1 (conditional on hospital's Electronic Health Records (EHR)) <input type="checkbox"/> 3.x Clinical Document Architecture (CDA) (conditional on hospital's Electronic Medical Records (EMR)) 	Must Have	New
MA-4	The reference specifications include but not limited to: <ul style="list-style-type: none"> <input type="checkbox"/> HL7 Version 3 Domain Analysis Model: Vital Records, Release 1 <input type="checkbox"/> HL7 Electronic Health Records (EHR) System Functional Model Public Health Functional Profile, Release 2 (includes a vital records domain) <input type="checkbox"/> HL7 Version 2.3.1 Implementation Guide: Reporting Birth & Fetal Death Information from the EHR to Vital Records, R1 <input type="checkbox"/> HL7 Version 2.5.1 Implementation Guide: Reporting Birth & Fetal Death Information from the EHR to Vital Records, R1 (conditional on hospital's Electronic Health Records (EHR)) <input type="checkbox"/> HL7 Version 3 CDA R2 Implementation Guide: Reporting Birth & Fetal Death Information from the EHR to Vital Records Release 1 (conditional on hospital's Electronic Medical Records (EMR)) <input type="checkbox"/> Integrating the Healthcare Enterprise (IHE) Birth and Fetal Death Reporting (BFDR) <input type="checkbox"/> IHE Vital Records Death Reporting (VRDR) 	Must Have	New
MA-5	The referenced specifications include all acknowledgements (ACK)	Must Have	New
MA-6	The message structures must be configurable by DSHS staff.	Must Have	New
MA-7	The system must include two-way web service communication: <ul style="list-style-type: none"> <input type="checkbox"/> Publish Web Service <input type="checkbox"/> Consume Web Service 	Must Have	New
MA-8	The system must utilize SFTP / FTPS protocols	Must	New
MA-9	The system must utilize direct connect	Must	New
MA-10	The system must utilize Network transports, i.e. – network folder to network folder	Must Have	New

HL:7 Interoperability Requirements			
Req ID	Requirement Description	Priority	Existing or New
MA-11	Have a working Electronic Birth Registry System (EBRS) and Electronic Death Registry System (EDRS) that is: <ul style="list-style-type: none"> <input type="checkbox"/> Collecting information using the 2003 U.S. standard certificate for birth and death and U.S. Report of Fetal Death <input type="checkbox"/> Able to receive (preferred), or can be retrofitted to receive the following HL7 compliant messages or CDA information from a hospital EHR: <ul style="list-style-type: none"> o HL7 Version 2.5.1 Implementation Guide: Birth and Fetal Death Reporting, Release 1 - US Realm, Draft Standard for Trial Use (DSTU) Release 1.1 o HL7 Implementation Guide for CDA® Release 2: Birth and Fetal Death Reporting to Vital Records, Release 1 (US Realm) o HL7 Version 2.5.1 Implementation Guide: Vital Records Death Reporting, Release 1 - US Realm, DSTU Release 1.1 o HL7 Implementation Guide for CDA® Release 2: Vital Records Death Report, Release 1 - US Realm 	Must Have	New
MA-12	Able to implement the following Integrating the Healthcare Enterprise (IHE) content profiles that defines the content that may be obtained from an electronic health record systems and transmitted to the state VR system for vital registration purposes: <ul style="list-style-type: none"> <input type="checkbox"/> Integrating the Healthcare Enterprise – Birth and Fetal Death Reporting Enhanced (BFDR-E) Content Profile <input type="checkbox"/> Integrating the Healthcare Enterprise – Vital Records Death Reporting (VRDR) Content Profile 	Must Have	New

- B. The Contractor shall provide a MOTS system that conforms to eVital standards to enable interoperable electronic data exchanges among electronic health record systems, national system of 57 registration areas (50 states, 2 cities, and 5 U.S. territories), and other public health information systems for birth, death, and fetal death events.
- C. The Contractor shall perform all of the tasks required for the system interface implementation including support in development of a new data base for System Agency Center for Health Statistics (CHS) group as specified in Table 7.

Table 7. Statistical Reporting Database

System Agency plans to implement a robust Statistical Reporting Database as the staging environment for their statistical analysis and reporting. The requirements in Table 7 define the assistance and cooperation needed to build this Statistical Reporting Database as it relates to the TxEVER System and Vital Statistics in the State of Texas. The Contractor shall assist and cooperate with the System Agency as defined in Table 7.

Statistical Reporting Data Base General Requirements			
Req ID	Requirement Description	Priority	Existing or New
GEN-1	Contractor will cooperate with System Agency as the Agency plans, designs, and implements a Statistical Reporting Database.	Must Have	New
GEN-2	System Agency will implement the Statistical Reporting Database at a DSHS specified location.	Must Have	New
GEN-3	System Agency will control access to the Statistical Reporting Database.	Must Have	New
GEN-4	The Contractor will work with System Agency to design and implement interfaces from the Production database to the Statistical Reporting Database.	Must Have	New
GEN-5	The Contractor and System Agency will mutually agree on a schedule of when data will be sent to the Statistical Reporting Database.	Must Have	New

Statistical Reporting Data Base Plan Requirements			
Req ID	Requirement Description	Priority	Existing or New
DWP-1	System Agency will create a Statistical Reporting Database review team. The Contractor will be part of this team.	Must Have	New
DWP-2	Identify lower levels of detail for major subjects: <ul style="list-style-type: none"> • Identify keys • Identify attributes • Group the keys and attributes • Identify relationships between groupings of data • Identify time variances of each group 	Must Have	New
DWP-3	Identify operational system of record used to feed the Statistical Reporting Database: <ul style="list-style-type: none"> • Identify the source for every attribute • Identify the conditions under which one attribute or another will be the source • If there is no source for an attribute, have default values been identified? • Identify common measure of attribute values been for those data attributes in the Statistical Reporting Database environment • Identify the common encoding structure for those attributes in the Statistical Reporting Database environment • Identify key structure in the Statistical Reporting Database environment where the system of record key does not meet the conditions for the DSS key structure, identify conversion path been • If data comes from multiple sources, has the logic to determine the appropriate value been identified • Identify the technology that houses the system of record • Will any attribute have to be summarized on entering the Statistical Reporting Database? • Will multiple attributes have to be aggregated on entering the Statistical Reporting Database? • Will data have to be re-sequenced on passing into the Statistical Reporting Database? • Update the data dictionary after each change. 	Must Have	New
DWP-4	Assist in determining rate of data growth.	Must Have	New

Statistical Reporting Data Base Plan Requirements			
Req ID	Requirement Description	Priority	Existing or New
DWP-5	Assist with determining or suggesting data index strategy: <ul style="list-style-type: none"> • Will any table have more than four indexes? • Will any table be hashed? • Will any table have only the primary key indexed? • What overhead will be required to maintain the index? • What overhead will be required to load the index initially? • How often will the index be used? • Can or should the index be altered to serve a wider use? • The hashed or primary key should satisfy most accesses. • Secondary indexes should satisfy other popular access patterns. • Temporary indexes should satisfy the occasional access. 	Must Have	New
DWP-6	Extraction and subsequent indexing of a subset of Statistical Reporting Database data should satisfy infrequent or once-in-a-lifetime accesses of data.	Must Have	New
DWP-7	Assist with identifying total processing capacity requirements <ul style="list-style-type: none"> • For initial implementation • For the Statistical Reporting Database environment at maturity 	Must Have	New
DWP-8	Assist with determining recovery time and DCS coordination: Is computer operations prepared to execute a full Statistical Reporting Database recovery? A partial recovery? Will operations periodically practice recovery so that it will be prepared in the event of a need for recovery? What level of preparedness is exhibited by: <ul style="list-style-type: none"> • Systems support • Applications programming • DBA 	Must Have	New
DWP-9	Assist with determining or identifying catalog or dictionary to be maintained for the Statistical Reporting Database environment: <ul style="list-style-type: none"> • Catalog, data dictionary Custodian • Identify process to keep catalog/data dictionary updated and accurate • Access 	Must Have	New
DWP-10	Assist in developing a test plan and test cases.	Must Have	New

Statistical Reporting Database Design Requirements			
Req ID	Requirement Description	Priority	Existing or New
DWD-1	Identify frequency of extract processing — from the operational system of record to the Statistical Reporting Database environment. How will the extract processing identify changes to the operational data from the last time an extract process was run? <ul style="list-style-type: none"> • By looking at time-stamped data? • By changing operational application code? • By looking at a log file? An audit file? • By looking at a delta file? • By rubbing "before" and "after" images together? 	Must Have	New

Statistical Reporting Database Design Requirements			
Req ID	Requirement Description	Priority	Existing or New
DWD-2	Assist with determining or identifying the level of granularity of data in the Statistical Reporting Database environment: <ul style="list-style-type: none"> • Lightly summarized data • Highly summarized data • Current detail • Multiple levels • Rolling summarization 	Must Have	New
DWD-3	Assist with determining or identifying relationships between major subjects areas will be recognized in the Statistical Reporting Database environment. Will their implementation: <ul style="list-style-type: none"> • Cause foreign keys to be kept up-to-date • Make use of artifacts 	Must Have	New
DWD-4	What overhead is required in the building and maintenance of the relationship in the Statistical Reporting Database environment?	Must Have	New
DWD-5	Assist with determining or identifying reference tables stored in the Statistical Reporting Database environment.	Must Have	New
DWD-6	Identify how finely the partitioning of the data break the data up: <ul style="list-style-type: none"> • Current volume of data • Future volume of data • Current use of data • Future use of data • Partitioning of other data in the warehouse • Use of other data • Volatility of the structure of data 	Must Have	New
DWD-7	Assist with determining or identifying how major subjects will be partitioned: <ul style="list-style-type: none"> • By year • By geography • By functional unit • By product line 	Must Have	New
DWD-8	Assist with determining or identifying dimensional and fact tables.	Must Have	New
DWD-9	Assist with development of a Process Design Model: <ul style="list-style-type: none"> • Context-level zero diagram • ER Diagrams • Physical Data Model • Modeling components captured in Metadata repository 	Must Have	New

Statistical Reporting Database Execution Requirements			
Req ID	Requirement Description	Priority	Existing or New
DWE-1	Assist with determining or identifying the level of preparation for loading of a table and indexing by: <ul style="list-style-type: none"> • Operations • Systems support • Applications programming • DBA • Data Analyst 	Must Have	New
DWE-2	Assist with determining or identifying external data (that is, data other than that generated by a company's internal sources and systems) that will enter the Statistical Reporting Database environment: <ul style="list-style-type: none"> • Will it be specially marked? • Will its source be stored with the data? • How frequently will the external data enter the system? • How much of it will enter? • Will an unstructured format be required? • What happens if the external data is found to be inaccurate? 	Must Have	New
DWE-3	Identify time lag for getting data from the operational to the Statistical Reporting Database environment. Will the time lag ever be less than 24 hours? If so, why and under what conditions? Will the passage of data from the operational to the Statistical Reporting Database environment be a "push" or a "pull" process?	Must Have	New
DWE-4	Assist in the design of a migration plan from existing Statistical Reporting Database to new Statistical Reporting Database platform: <ul style="list-style-type: none"> • Identify subjects • Determine how much data, rows. • Determine how much processing time required. • Recommend growth pattern 	Must Have	New
DWE-5	Follow System Agency Data Migration standards.	Must Have	New
DWE-6	Follow System Agency Data Security standards	Must Have	New
DWE-7	Assist with developing a process and identify tools to monitor Statistical Reporting Database performance and suggest performance improvement.	Must Have	New

2.12 TER System (s) to TxEVER System Data Migration

A. The Contractor shall perform a complete Data Migration from the existing TER System and associated non-TER data bases to the new TxEVER System.

B. D008 – TxEVER System Data Migration Plan:

The Contractor shall deliver CDID D008 TxEVER System Data Migration Plan. The Data Migration Plan document shall address all "Must Have" requirements stated in Table 8:

Table 8. Data Migration Requirements

Data Migration Plan Requirements			
Req ID	Requirement Description	Priority	Existing or New
DMP-1	Contractor must develop a DSHS approved data migration plan. The plan will describe the iterative process used and the acceptance criteria at the end of all iterations. The plan should include but not limited to data profiling.	Must Have	New
DMP-2	Contractor must develop a migration data mapping plan including mapping specifications and time estimates for data migration. This plan must be approved by System Agency.	Must Have	New
DMP-3	Contractor must create and maintain a Risk Mitigation Plan for data migration. This plan must be reviewed with System Agency on an agreed upon schedule.	Must Have	New
DMP-4	Contractor must develop data migration test plan.	Must Have	New
DMP-5	Contractor must develop System Agency approved data migration architecture.	Must Have	New
DMP-6	Contractor must create a migration fallback plan for restoring the previous iteration migration.	Must Have	New
DMP-7	Working with System Agency VSU and Records Retention, the Contractor must create a plan for the disposition of obsolete or unused data that is not converted. This plan must be approved by System Agency.	Must Have	New
DMP-8	Contractor must develop a System Agency approved migration specification.	Must Have	New
DMP-9	Contractor must describe any limitations or constraints that have a significant impact on the data migration effort.	Must Have	New
DMP-10	Contractor will document change control procedures so they can be incorporated into the migration procedures and plans.	Must Have	New
DMP-11	Contractor must create a detailed data dictionary using the System Agency standard template.	Must Have	New
DMP-12	Contractor must gather information about the storage server environment and applications (list and/or drawing).	Must Have	New
DMP-13	Contractor must define hardware requirements for all environments: development, test, and production.	Must Have	New
DMP-14	Contractor must create a System Agency approved interface design specification.	Must Have	New
DMP-15	Contractor must define a QA reporting strategy and associated technology for the data migration phase.	Must Have	New
DMP-16	Contractor must define an ongoing data quality monitoring solution.	Must Have	New
DMP-17	Contractor must identify what data related to specific business processes will be migrated first.	Must Have	New
DMP-18	Contractor must identify and describe any part of the migration process that will be performed manually.	Must Have	New
DMP-19	Contractor must identify and describe any custom-developed migration programs that will be needed, and associated performance tuning.	Must Have	New
DMP-20	Contractor must define what steps will be taken should the need arise to roll back to the existing system, TER.	Must Have	New
DMP-21	Contractor must define the strategy used to handle data mapping issues. Consider the following issues but do not limit the strategy to these: <ul style="list-style-type: none"> • Implement data type redefinitions • Address garbled content • Address invalid record relationships • Address invalid content • Address context changes • Address data behavior issues 	Must Have	New

Data Migration Plan Requirements			
Req ID	Requirement Description	Priority	Existing or New
DMP-22	Contractor must define the strategy to keep the new system and Texas Electronic Registrar (TER) in sync during the pilot testing and if required during the deployment phase of the project.	Must Have	New
DMP-23	Contractor must establish a migration management team comprised of vendor staff and System Agency staff.	Must Have	New
DMP-24	Contractor must establish a technical migration team comprised of vendor staff and System Agency staff. Contractor must define the staffing approach.	Must Have	New
DMP-25	Contractor must describe how the source and target data baselines will be created and managed prior to any manipulation or migration. Also describe backups that may occur incrementally while stepping through the process of preparing, moving, and manipulating the data during migration.	Must Have	New
DMP-26	Contractor will determine high-level volume metrics and create a high-level scoping report.	Must Have	New
DMP-27	Contractor must describe the approach that will be used to extract, transform, cleanse and load data from the source to target destinations during the migration process.	Must Have	New
DMP-28	Contractor must describe security and privacy controls required for the migration process.	Must Have	New

Data Migration Process Requirements			
Req ID	Requirement Description	Priority	Existing or New
PRO-1	Contractor must identify if the migration process will be implemented in phases or stages, and if so, identify which components will undergo migration in each phase.	Must Have	New
PRO-2	Contractor must work with the System Agency availability and production schedules.	Must Have	New
PRO-3	Contractor must schedule a pre-migration rehearsal that includes all the members of the migration team and a data sampling that will enable the application groups to appropriately conduct the pre- and post-migration verification process.	Must Have	New
PRO-4	Contractor must work with System Agency and the existing vendor to create a data migration process to migrate vital event data from the existing system, Texas Electronic Registrar (TER), to the new system.	Must Have	New
PRO-5	Each data migration process must perform data cleansing, data transformation, data augmentation functions based on System Agency business rules.	Must Have	New
PRO-6	Each data migration process must produce an exception report of orphaned records or records marked as void. These reports will be provided to System Agency to resolve.	Must Have	New
PRO-7	Each data migration process must prevent duplication of data in the target component. The vendor will produce an exception report of these duplicates for DSHS to resolve.	Must Have	New
PRO-8	Each data migration process must have the ability to create exception reports for any data that does not migrate.	Must Have	New
PRO-9	Contractor must create a data migration process to migrate all Remote Front Office (RFO) data from the RFO system to the new system.	Must Have	New
PRO-10	Contractor must create a data migration process to migrate all adoption data from the various data bases to the new system: Adoption Data: <ul style="list-style-type: none"> • 2005-current - adoption records are in TER • 1996-2005 - adoption records are in ADO • pre-1996 – adoption records are in the initial adoption system 	Must Have	New

Data Migration Process Requirements			
Req ID	Requirement Description	Priority	Existing or New
PRO-11	Contractor must create a data migration process to migrate voluntary adoption data from VAR system to the new system.	Must Have	New
PRO-12	Contractor must create a data migration process to migrate paternity data from Paternity Registry to the new system.	Must Have	New
PRO-13	Contractor must create a data migration process to migrate fetal death data from the current tables to the new system.	Must Have	New
PRO-14	Contractor must create a data migration process to migrate divorce and suits affecting parent child relationships in the Court of Continuing Jurisdiction (CCJ) system to the new system.	Must Have	New
PRO-15	Contractor must create a data migration process to migrate all Acknowledgement of Paternity data from the AOP Fax Server to the new system. See Table 6 – External System Interfaces for how the system must interface with the imaging solution.	Must Have	New
PRO-16	Contractor must create a data migration process to migrate all Reports of Abortion data from the Induced Termination of Pregnancy (ITOP) tables to the new system.	Must Have	New
PRO-17	Contractor must create a data migration process to migrate user data (account, profile) from the existing system to the new system.	Must Have	New
PRO-18	Contractor must create a data migration process to migrate pick list data (cities, counties, titles, etc.) from the existing system to the new system. These lists must include the HL7 reference tables.	Must Have	New
PRO-19	Contractor must create a data migration process to migrate a facility data (hospitals, birthing centers, medical examiners, funeral homes, etc.) from the existing system to the new system. System Agency will provide business rules for excluding non-facility data.	Must Have	New
PRO-20	Contractor must develop a System Agency approved data migration QA process.	Must Have	New
PRO-21	System Agency prefers the Contractor to use automated migration processes instead of manual methods.	Must Have	New
PRO-22	System Agency requires the Contractor to rely on profiling for assuring that migration succeeded.	Must Have	New
PRO-23	Contractor must describe the process to restore the source data if the need to revert to a previous back-up is identified at any point during the migration process.	Must Have	New
PRO-24	Contractor must provide a cross reference of the input (source) data that is to be converted to the resultant output (target) data. Also identify if any of the data are derived from other data. Provide transformation / cleansing rules for each data element and any other additional considerations. Transformation and cleansing rules may include, but not limited to, the following: <ul style="list-style-type: none"> • Translation of literal value(s) to literal value(s) • Default null to literal value • Empty field processing (i.e., null to space or space to null) • Formulas (i.e., simple equations and mathematical expressions) 	Must Have	New
PRO-25	During the data migration phase, the Contractor will establish a migration status meeting following a System Agency specified schedule.	Must Have	New
PRO-26	Contractor must account for stored procedures and other in-database procedural logic.	Must Have	New
PRO-27	Contractor must follow System Agency data security guidelines.	Must Have	New
PRO-28	Contractor must document the data migration logic.	Must Have	New
PRO-29	Contractor must maintain the data dictionary, metadata repository accordingly.	Must Have	New
PRO-30	Contractor must create a gap-analysis process for measuring planned vs actual progress.	Must Have	New

Data Migration Process Requirements			
Req ID	Requirement Description	Priority	Existing or New
PRO-31	On a System Agency prescribed schedule (specifying lead time of the event) the Contractor will inform the security and compliance groups about the migration. Using this schedule System Agency will notify stakeholders of the date, time and duration of the migration process.	Must Have	New
PRO-32	Contractor must notify System Agency that the migration is complete and decommissioning the legacy data is recommended.	Must Have	New
PRO-33	System Agency must approve the Contractor anticipated data quality levels in the target.	Must Have	New
PRO-34	Contractor must keep an accurate log of SLA progress.	Must Have	New

Data Migration Execution Requirements			
Req ID	Requirement Description	Priority	Existing or New
DME-1	Contractor will participate in the project close-out meeting and contribute to the details learned during the data migration phase.	Must Have	New
DME-2	Contractor must transform historic data to new data standard to ensure consistency of all data records according to the data dictionary.	Must Have	New
DME-3	Contractor must be able to implement the detailed business rules for methods for data cleansing, data transformation, and data augmentation processes. The Contractor must preserve the original data following System Agency legal constraints. Contractor needs to pay particular attention to the life time counts for issuance between the TER system and the Remote Front Office (RFO) system and ensure those counts are in sync at the record level.	Must Have	New
DME-4	Contractor must create a data quality management process and impact report: <ul style="list-style-type: none"> • Cleanse in staging process • Cleanse in-flight using coding logic • Cleanse on target 	Must Have	New
DME-5	Contractor must define and use Extract, Transform, and Load (ETL) tools for the data migration solution.	Must Have	New
DME-6	Contractor must utilize a migration planning checklist to ensure that all the pre-migration planning steps have been executed.	Must Have	New
DME-7	Contractor must develop an independent migration validation engine.	Must Have	New
DME-8	Contractor must perform backups of source data before migration.	Must Have	New
DME-9	Contractor must test the migration with a mirror of the production environment.	Must Have	New
DME-10	Contractor must run a pre-validation test.	Must Have	New
DME-11	Contractor must create migration stats reports.	Must Have	New
DME-12	Contractor will run a post-validation test.	Must Have	New

Data Migration Sizing Information Requirements						
The following tables describe the source databases and estimated number of tables and fields for each type of data that will be migrated into the new system.						
Data Source	Data Volumes	Hardware	OS	RDBMS	Version	Fields
Birth Record	24 million records 400,000 records registered each year	IBM XSERIES x3650 E5530 @ 2.4GHz, 24GB RAM	Windows Server 2003 R2 Enterprise Edition x64 SP2	Oracle 11.2.0.3	Enterprise Edition	232
Death Records	10 million death records 170,000 records registered each year	IBM XSERIES x3650 E5530 @ 2.4GHz, 24GB RAM	Windows Server 2003 R2 Enterprise Edition x64 SP2	Oracle 11.2.0.3	Enterprise Edition	160
Marriage Applications	8 million records 185,000 records registered each year	IBM XSERIES x3650 E5530 @ 2.4GHz, 24GB RAM	Windows Server 2003 R2 Enterprise Edition x64 SP2	Oracle 11.2.0.3	Enterprise Edition	116
Divorce / Suits	3.5 million records 140,000 records registered each year	VMWare	Red Hat Linux 6.2	Oracle 11.2.0.3	Enterprise Edition	19
Fetal Deaths	43,400 records 2,100 records registered each year	Netware	Novell 2.5	FoxPro	FoxPro for Windows 2.6A	242 (as of data year 2014)
Reports of Abortion	2.3 million records 90,000 records registered each year	Desktop	Windows 7	MS Access for current year, 1986-2013 stored in flat statistical files	MS Access 2013 (v10)	52 in MS Access 32 in flat statistical files
AOP	1.8 million records 260,000 records registered each year	Dell PowerEdge 2850 Xeon 2.8GHz 8GB RAM	Windows Server 2003 Enterprise Edition SP2	Oracle 11.2.0.3	Enterprise Edition	80
ADO	188,940 records	Dell PowerEdge 6400/700 2GB RAM	Windows NT 4.0	Sybase 11.9.2	Adaptive Server Enterprise	14
VAR	11,329 records	VMWare	Red Hat Linux 6.2	Oracle 11.2.0.3	Enterprise Edition	38
Paternity Registry	1,538	VMWare	Red Hat Linux 6.2	Oracle 11.2.0.3	Enterprise Edition	19

All references to "the system" in the Imaging Solution General Requirements refer to the Contractor imaging solution.

Imaging Solution General Requirements			
Note: All references to “the system” refer to the Contractor imaging solution.			
Req ID	Requirement Description	Priority	Existing or New
GEN-1	The system shall provide access to imaged documents directly from the customized COTS product, so that users are not made aware that they are making calls to or accessing another system (the imaging system).	Must Have	New
GEN-2	The system shall provide the ability to specify as a default file format of .tiff for all saved image, as defined in the U.S. National Archives and Records Administration - Electronic Access Project Scanning and File Format Matrix (http://www.archives.gov/preservation/technical/guidelines-matrix.pdf).	Must Have	Existing
GEN-3	The system shall have a mechanism for downloading and saving to other media, images stored in the document repository. Such actions must be fully auditable with an accurate history of what was downloaded, when and by whom and for what purpose.	Must Have	New
GEN-4	The system shall have a mechanism for generating and associating metadata with an image stored in the document repository.	Must Have	New
GEN-5	The system shall have a mechanism for modifying document metadata, including comments, with the exception of a subset of metadata created by the imaging system, such as Publisher and Published Date.	Must Have	New
GEN-6	The system shall have a mechanism to order the images by any column shown in a list.	Must Have	New
GEN-7	The system shall have a mechanism for adding pages to a published image.	Must Have	New
GEN-8	The system shall have a mechanism for removing pages from a published image.	Must Have	New
GEN-9	The system shall have a mechanism for reordering pages within a published image.	Must Have	New
GEN-10	The system shall provide a capacity to forward images as attachments in PDF format.	Must Have	New
GEN-11	The system shall be able to apply a barcode or similar method for condensing metadata, to be displayed on outgoing correspondence, regardless of whether the image is sent electronically or as a physical copy. When returned, the barcode must be readable to match the document to its record.	Must Have	New
GEN-12	The system shall use OCR capacities to receive and read non-electronic Acknowledgement of Paternity (AOP) forms to identify key information (e.g., parents' information)) that can be used to associate the image with the correct record in instances when the original AOP document was not entered directly into TxEVER.	Must Have	New
GEN-13	The system shall provide a mechanism for a user to scan and/or upload a digital image to the document repository. This includes an option for entering/editing metadata before the image is submitted.	Must Have	New
GEN-14	The system shall provide a mechanism to scan and upload a large volume (e.g. 100-500 sheets per job) of security paper, read the barcoded document control numbers, and update the security paper inventory without impacting production performance.	Must Have	New
GEN-15	The system must be able to read both ladder and horizontal barcodes.	Must Have	New
GEN-16	The system shall permit users add information to the metadata to identify whether an image meets a requirement. The information becomes part of the image metadata. The user can change the information as required, although only the current status needs to be retained.	Must Have	New
GEN-17	The system shall permit a new revision of an existing image to be matched via metadata to the old image. Both new and any old versions will be “stacked”, so that the user sees the newest version by default but can review the older versions if needed.	Must Have	New

Imaging Solution General Requirements			
Note: All references to “the system” refer to the Contractor imaging solution.			
Req ID	Requirement Description	Priority	Existing or New
GEN-18	Images shall be indexed according to state file number + year or state file date + prefix that indicate the type of image (e.g., delayed registration).	Must Have	New
GEN-19	Electronically filed birth and death records, amendments, adoptions and paternities done in TxEVER shall transfer an image of the record to the system as part of the electronic process.	Must Have	New
GEN-20	It shall be possible to specify the order the images appear after the records are imaged.	Must Have	New
GEN-21	Authorized users should be able to add a custom watermark to an existing image.	Must Have	New
GEN-22	The system shall have a mechanism to perform a search of all images.	Must Have	New
GEN-23	When searching for an image, an authorized user shall be able to search using multiple search criteria, such as user ID, document type, or other metadata.	Must Have	New

Imaging Solution Printing Images Requirements			
Note: All references to “the system” refer to the Contractor imaging solution.			
Req ID	Requirement Description	Priority	Existing or New
PRT-1	The system shall provide a mechanism for printing stored images. The printing mechanism must protect the desktop security features to prevent fraud. It must be fully auditable with accurate history of who, what, why, when etc.	Must Have	New
PRT-2	Each image shall be separately printable. In other words, it should not be necessary to print all images for a record.	Must Have	New
PRT-3	It shall be possible to print all images at one time or print an image individually.	Must Have	New
PRT-4	It shall be possible to print pre-determined areas of the image, to exclude margins and medical information.	Must Have	New
PRT-5	The image shall be resizable, so that it fits onto the certificate paper	Must Have	New
PRT-6	When there are amendments to a record, the user shall be able to electronically position the primary record’s image and any amendment images in ascending date order on the same page, so that it can be printed onto a single certificate paper.	Must Have	New
PRT-7	The process that prevents issuance of a record shall extend to printing from the corresponding image.	Must Have	New

Imaging Solution Retention Requirements			
Note: All references to “the system” refer to the Contractor imaging solution.			
Req ID	Requirement Description	Priority	Existing or New
RET-1	The system shall have a mechanism for defining image retention rules. A retention rule is used to determine if an image must still be maintained or if it can be deleted. A rule is assigned to a document type corresponding to the image, and a document type can have only one rule.	Must Have	New
RET-2	The system must conform to all State retention rules.	Must Have	New
RET-3	The system must allow for an authorized user to override retention rules on specific images of documents and/or document types.	Must Have	New
RET-4	The imaging system needs to be able to produce a purge report that conforms to State records retention forms for destruction of images.	Must Have	New
RET-5	The system will include functionality to recall images that have been archived until the end of the retention schedule.	Must Have	New

Imaging Solution Scanned Images Requirements			
Note: All references to “the system” refer to the Contractor imaging solution.			
Req ID	Requirement Description	Priority	Existing or New
SCAN-1	The system shall have a mechanism for scanning documents. Scanned images are not immediately added to the document repository; after the document is completely scanned, the image must be submitted for approval by a specially authorized user to be associated with a record and added to the document repository. The system will log who scanned the document, who reviewed and modified it.	Must Have	New
SCAN-2	The system shall have a mechanism for removing all pages from a scanned-in image and rescanning before they are submitted.	Must Have	New
SCAN-3	The system shall have a mechanism for viewing all pages of an image one at a time before submitting. In addition, controls for zooming in and out shall be available.	Must Have	New
SCAN-4	The system shall have a mechanism for rotating an image clockwise or counterclockwise. The rotation can be applied multiple times to an image. The final orientation of all images will be maintained when the image is submitted to the document repository.	Must Have	New
SCAN-5	The system shall have a mechanism for rescanning a page within an image, effectively replacing the scanned page	Must Have	New
SCAN-6	For each scan operation, system shall have an option to scan from a duplexed or single-sided original.	Must Have	New
SCAN-7	The system shall have an option to add new scanned pages to a previously scanned image. This will allow for a document to be scanned in multiple steps which is useful for documents that have some pages that are single-sided and other that are double-sided.	Must Have	New
SCAN-8	The system shall have a mechanism for reordering pages within an image (distinct from a published image).	Must Have	New
SCAN-9	The system shall have a mechanism for removing pages from an image (distinct from a published image).	Must Have	New
SCAN-10	The system must be able to scan and read ladder and horizontal barcodes.	Must Have	New

Imaging Solution Scanned Images Requirements			
Note: All references to “the system” refer to the Contractor imaging solution.			
Req ID	Requirement Description	Priority	Existing or New
SCAN-11	The system shall have a mechanism for submitting images to the document repository. This includes a mechanism for entering metadata before the image is submitted.	Must Have	New

Imaging Solution Sealed Images Requirements			
Note: All references to “the system” refer to the Contractor imaging solution.			
Req ID	Requirement Description	Priority	Existing or New
SEAL-1	Images of sealed images can only be viewed and/or printed by authorized users.	Must Have	New
SEAL-2	System must provide auditing of all access to sealed images.	Must Have	New
SEAL-3	System must provide ability to alert management when sealed images are accessed.	Must Have	New
SEAL-4	Images become sealed if an adoption or paternity is filed for that record. The filing of the adoption or paternity shall automatically move all associated images for that record to sealed status.	Must Have	New

Imaging Solution Security Requirements			
Note: All references to “the system” refer to the Contractor imaging solution.			
Req ID	Requirement Description	Priority	Existing or New
SEC-1	The system shall have a mechanism for specially authorized users to delete published documents from the document repository. When a document is deleted in this manner, the system shall remove the image and all metadata associated with the document.	Must Have	New
SEC-2	The system shall record the user who added a comment to the document and the date and time the comment was added.	Must Have	New
SEC-3	The system shall record the user who modified the metadata of a published document, the date and time the modification occurred, and the old value.	Must Have	New
SEC-4	The system shall record the user who modified a published document and the date and time the modification occurred. NOTE: Modifications include anything that changes the document image, including but not limited to adding pages, removing pages, and rotating pages.	Must Have	New
SEC-5	The system shall provide compliance with Section 508 Accessibility Requirements. See Table 3 – Security Requirements.	Must Have	New
SEC-6	The system shall provide compliance and conformance with the Texas System Agency security standards and guidelines. See Table 3 – Security Requirements.	Must Have	New

Imaging Solution Security Requirements			
Note: All references to “the system” refer to the Contractor imaging solution.			
Req ID	Requirement Description	Priority	Existing or New
SEC-7	The system will provide audit logging of all actions taken on images and associated metadata. The log shall track the user ID, the index of the viewed or printed record, and the date and time of viewing or printing	Must Have	New
SEC-8	The capabilities associated with all requirements shall be tied to security rights that can be assigned to a user, a group of users, or multiple groups.	Must Have	New
SEC-9	Users who have the appropriate permissions shall be able to delete images from the system.	Must Have	New
SEC-10	The Office of Inspector General fraud department is responsible for adding the date of death to images of birth certificates. This date shall be saved and be a permanent part of the image.	Must Have	New

Imaging Solution User Interface Requirements			
Note: All references to “the system” refer to the Contractor imaging solution.			
Req ID	Requirement Description	Priority	Existing or New
UI-1	The system shall provide controls to the user to zoom, scroll, and page within an imaged document.	Must Have	New
UI-2	The system shall provide a capacity for users to make textual comments (annotations) on or regarding an image. The system will provide users with the capability to edit or delete those comments.	Must Have	New
UI-3	The system shall have a mechanism for rotating an image clockwise or counterclockwise. The rotation can be applied multiple times to a page. The published document will be modified so that the final orientation of all pages will be maintained.	Must Have	New
UI-4	The system shall provide a feature to allow redactions, edits, censors, and / or other obscure (part of a text) for legal or security purposes.	Must Have	New
UI-5	There shall be an indicator of the number of images associated with a record.	Must Have	New
UI-6	The user shall be able to navigate forward and backward through the images.	Must Have	New

Imaging Solution Workflow Requirements			
Note: All references to “the system” refer to the Contractor imaging solution.			
Req ID	Requirement Description	Priority	Existing or New
WRF-1	The system shall have features to allow “work” and / or related content to rout through the workflow. Different methods of routing such as rules-based routing, sequential routing and parallel routing should be identified.	Must Have	New
WRF-2	The system shall have a mechanism to allow the workflow to be graphically designed and have workflow development tools such as library of starter objects, workflow templates, and a test environment.	Must Have	New

Imaging Solution Workflow Requirements			
Note: All references to “the system” refer to the Contractor imaging solution.			
Req ID	Requirement Description	Priority	Existing or New
WRF-3	The system shall have an environment for “work” to be received and distributed.	Must Have	New

Imaging Solution Image Migration Plan Requirements			
Note: All references to “the system” refer to the Contractor imaging solution.			
Req ID	Requirement Description	Priority	Existing or New
IMP-1	Contractor must develop a System Agency approved image migration plan. The plan will describe the iterative process used and the acceptance criteria at the end of all iterations.	Must Have	New
IMP-2	Image migration must be synchronized with the migration of TER data into TxEVER, such that the images will be available through the new imaging system and customized COTS product.	Must Have	New
IMP-3	Contractor must develop an image migration plan including mapping specifications and time estimates for image migration. This plan must be approved by System Agency.	Must Have	New
IMP-4	Contractor must create and maintain a Risk Mitigation Plan for image migration. This plan must be reviewed with System Agency upon an agreed schedule.	Must Have	New
IMP-5	Contractor must develop a System Agency approved image migration test plan.	Must Have	New
IMP-6	Contractor must develop image migration architecture.	Must Have	New
IMP-7	Contractor must create a migration fallback plan for restoring the previous iteration migration.	Must Have	New
IMP-8	Working with System Agency VSU the Contractor will provide a total number of images targeted for migration, and an end-state count of images migrated, and an accounting of any discrepancies. .	Must Have	New
IMP-9	Contractor must describe any limitations or constraints that have a significant impact on the image migration effort.	Must Have	New
IMP-10	Contractor must gather information about the storage server environment and applications (list and/or drawing).	Must Have	New
IMP-11	Contractor must define hardware requirements for all environments: development, test, and production.	Must Have	New
IMP-12	Contractor must create a System Agency approved interface design specification.	Must Have	New
IMP-13	Contractor must define a QA reporting strategy and associated technology for the image migration phase.	Must Have	New
IMP-14	Contractor must define an ongoing image quality monitoring solution.	Must Have	New
IMP-15	Contractor must identify and describe any part of the migration process that will be performed manually.	Must Have	New
IMP-16	Contractor must identify and describe any custom-developed migration programs that will be needed, and associated performance tuning.	Must Have	New
IMP-17	Contractor must define the strategy to keep TxEVER and TER in sync during the pilot testing and if required during the deployment phase of the project.	Must Have	New

Imaging Solution Image Migration Plan Requirements			
Note: All references to “the system” refer to the Contractor imaging solution.			
Req ID	Requirement Description	Priority	Existing or New
IMP-18	Contractor must establish a migration management team comprised of vendor staff and System Agency staff.	Must Have	New
IMP-19	Contractor must establish a technical migration team comprised of vendor staff and System Agency staff. Contractor must define the staffing approach.	Must Have	New
IMP-20	Contractor must describe how the source and target data baselines will be created and managed prior to any manipulation or migration. Also describe backups that may occur incrementally while stepping through the process of preparing, moving, and manipulating the images during migration.	Must Have	New
IMP-21	Contractor will determine high-level volume metrics and create a high-level scoping report.	Must Have	New
IMP-22	Contractor must describe security and privacy controls required for the migration process.	Must Have	New

Imaging Solution Image Migration Process Requirements			
Note: All references to “the system” refer to the Contractor imaging solution.			
Req ID	Requirement Description	Priority	Existing or New
PRO-1	Contractor must identify if the migration process will be implemented in phases or stages, and if so, identify which components will undergo migration in each phase.	Must Have	New
PRO-2	Contractor must work with the System Agency availability and production schedules.	Must Have	New
PRO-3	Contractor must schedule a pre-migration rehearsal that includes all the members of the migration team and a data sampling that will enable the application groups to appropriately conduct the pre- and post-migration verification process.	Must Have	New
PRO-4	Contractor must work with System Agency and the existing vendor to create an image migration process to migrate images from the existing system, FileNet, to the new system.	Must Have	New
PRO-5	Each image migration process must produce an exception report of orphaned images or images marked as void. These reports will be provided to System Agency to resolve.	Must Have	New
PRO-6	Each image migration process must prevent duplication of images in the target component. The vendor will produce an exception report of these duplicates for System Agency to resolve.	Must Have	New
PRO-7	Each image migration process must have the ability to create exception reports for any image that does not migrate.	Must Have	New
PRO-8	Contractor must develop a System Agency approved image migration QA process.	Must Have	New
PRO-9	System Agency prefers the Contractor to use automated migration processes instead of manual methods.	Must Have	New
PRO-10	Contractor must describe the process to restore the source images if the need to revert to a previous back-up is identified at any point during the migration process.	Must Have	New

Imaging Solution Image Migration Process Requirements			
Note: All references to “the system” refer to the Contractor imaging solution.			
Req ID	Requirement Description	Priority	Existing or New
PRO-11	During the image migration phase, the Contractor will establish a migration status meeting following a System Agency specified schedule.	Must Have	New
PRO-12	Contractor must follow System Agency data security guidelines.	Must Have	New
PRO-13	Contractor must create a gap-analysis process for measuring planned vs actual progress.	Must Have	New
PRO-14	On a System Agency prescribed schedule (specifying lead time of the event) the Contractor will inform the security and compliance groups about the migration. Using this schedule System Agency will notify stakeholders of the date, time and duration of the migration process.	Must Have	New
PRO-15	Contractor must notify System Agency that the migration is complete and decommissioning the legacy data is recommended.	Must Have	New

Imaging Solution Image Migration Execution Requirements			
Note: All references to “the system” refer to the Contractor imaging solution.			
Req ID	Requirement Description	Priority	Existing or New
IME-1	Contractor will participate in the project close-out meeting and contribute to the details learned during the image migration phase.	Must Have	New
IME-2	Contractor must utilize a migration planning checklist to ensure that all the pre-migration planning steps have been executed.	Must Have	New
IME-3	Contractor must perform backups of source data before migration.	Must Have	New
IME-4	Contractor must test the migration with a mirror of the production environment.	Must Have	New
IME-5	Contractor must run a pre-validation test.	Must Have	New
IME-6	Contractor must create migration stats reports.	Must Have	New
IME-7	Contractor will run a post-validation test.	Must Have	New

Imaging Solution Image Quality Requirements			
Note: All references to “the system” refer to the Contractor imaging solution.			
Req ID	Requirement Description	Priority	Existing or New
IQR-1	Capture once, use many times. The creation of high quality images is critical and should contain all information from the original record.	Must Have	New
IQR-2	Create a faithful reproduction of the original record so the historical, accuracy and value of the record is not diminished.	Must Have	New
IQR-3	Image from the earliest generation practical. Because each generation of a document loses some detail, always use the earliest generation of the original document that is practical to use. For example, imaging from negatives rather than prints or the original document rather than microfilm/microfiche or photocopies is preferable.	Must Have	New

Imaging Solution Best Practice Standards For Imaged Documents			
Note: Vendor must minimally meet the following imaging quality requirements. All references to “the system” refer to the Contractor imaging solution.			
MEDIA	SCAN FORMAT	*PRESERVATION IMAGE	ACCESS IMAGE
Printed Text	16-bit bifocal	TIFF/PDF/PDFA Uncompressed Resolution: 300 ppi	PDF/PDFA/JPEG Medium quality compression Resolution: 200 ppi (bitonal) Resolution (PDF Searchable): 300 ppi (bitonal) Resized images to 1024 pixels across long dimension.
Handwritten Text	16-bit grayscale or 24-bit color	TIFF/PDF/PDFA Uncompressed Resolution: 300 ppi	PDF/PDFA/JPEG Medium quality compression Resolution: 200 ppi (grayscale) Resized images to 1024 pixels across long dimension.
B/W Photo	16-bit grayscale or 24-bit color	TIFF Uncompressed Resolution: 400 ppi	PDF/PDFA/JPEG Medium quality compression Resolution: 200 ppi (grayscale) or color Resized images to 1024 pixels across long dimension.
Color Photo, Color Slide B/W Side, Map Illustration, etc.	24-bit color	TIFF Uncompressed Resolution: 400 ppi	PDF/PDFA/JPEG Medium quality compression Resolution: color Resized images to 1024 pixels across long dimension.
3-D Artifact	24-bit color	TIFF/PDF/PDFA Uncompressed Resolution: 400 ppi	PDF/PDFA/JPEG Medium quality compression Resolution: color Resized images to 1024 pixels across long dimension.
Newspapers, brochures, etc.	16-bit grayscale or 24-bit color	TIFF/PDF/PDFA Uncompressed Resolution: 300 ppi	PDF/PDFA/JPEG Medium quality compression Resolution: 200 ppi (grayscale) or color Resized images to 1024 pixels across long dimension.

*Preservation images should be considered for archival (R) records and/or records with an electronic retention greater than ten (10) years.

C. D041 – TxEVER System Data Dictionary:

The Contractor shall prepare and deliver CDID D041 TxEVER System Data Dictionary. The data dictionary shall show the design mapping from the existing TER System (and associated databases) to the new TxEVER System databases. The initial data dictionary shall be presented at the PDR’s and the final at the CDR’s.

2.13 Coordination with Data Center Service (DCS) Vendor

The Contractor shall plan, schedule and coordinate the TxEVER implementation activities with System Agency staff who will coordinate notification, communication, and integration activities with the System Agency DCS Vendor providing hosting services for the CHS Statistical database in the State Data Centers.

2.14 DSHS Support to Contractor Customization Activities

- A. System Agency shall support the Contractor COTS/MOTS development and customization efforts through active participation in project meetings and defined milestone events. System Agency shall provide the necessary resources (facilities and people) to host project milestone reviews (SRR's, PDR's, CDR's, etc.) and Joint Application Design (JAD) sessions. System Agency shall provide the Contractor access to technical specifications and Subject Matter Experts (SME's) to support the project efforts.
- B. System Agency shall provide the Contractor all TxEVER System Interface Control Documents (ICD's) and or Specifications required to support the COTS to MOTS system configuration, modification, and or customization.

2.15 Hosting Services

- A. The Contractor shall develop, deploy, and maintain a complete TxEVER turn-key system Hosting services capability throughout the contract period of performance.
- B. The Contractor hosting services shall meet the all "Must Have" requirements defined in Table 9.

Table 9. Hosting Services Requirements

Hosting Services General Requirements			
Req ID	Requirement Description	Priority	Existing or New
GEN-1	<ul style="list-style-type: none"> ❖ Contractor must provide the following environments: <ul style="list-style-type: none"> ➤ Production ➤ Staging (disaster / recovery - physically located away from production) ➤ Test ➤ Development ➤ Training 	Must Have	New
GEN-2	All service instances are isolated from each other	Must Have	New
GEN-3	Hosting site must be built for 99.99 availability	Must Have	New
GEN-4	Data Center is built for scalable, fault tolerant services	Must Have	New
GEN-5	Contractor is monitoring workload and infrastructure, with alerts in place to react quickly to necessary changes.	Must Have	New
GEN-6	Hosting site provides robust Internet connectivity.	Must Have	New
GEN-7	Each availability zone has redundant, Tier 1 ISP Service Providers.	Must Have	New
GEN-8	Hosting site provides for a resilient network infrastructure.	Must Have	New
GEN-9	Contractor shall exercise reasonable best efforts to provide that Contractor's System is designed, maintained and upgraded at all times so as to minimize the risk of attacks. Contractor must provide the standards used to mitigate attacks.	Must Have	New
GEN-10	Contractor acknowledges that System Agency Data is the Confidential Information of the System Agency.	Must Have	New
GEN-11	Contractor acknowledges that System Agency Data is the property of System Agency and that the Contractor will relinquish all System Agency Data should the hosting agreement expire or be terminated by System Agency. Contractor also acknowledges that System Agency has unrestricted access to their data at no additional cost to System Agency.	Must Have	New

Hosting Services General Requirements			
Req ID	Requirement Description	Priority	Existing or New
GEN-12	Any Contractor employee who has physical or logical access to the hosting site must pass a fingerprint-based criminal background check. Background check requirements are in this contract.	Must Have	New
GEN-13	Contractor's proactive system management includes Capacity Planning, Environment Auditing, Health Check Auditing, Security Auditing, and Maintenance Updates of the System Agency's environment to minimize risks and ensure availability.	Must Have	New
GEN-14	The System Agency environments will be deployed into a data center at a minimum matching the State Data Center hardware requirements. Any changes to the environment will need to be mutually agreed between System Agency and Contractor. The System Agency environment will be installed and managed within data centers in the United States 48 contiguous states.	Must Have	New
GEN-15	The System Agency environments may be deployed into a Virtual Private Cloud (VPC) configuration at minimum matching the AWS DOD requirements (http://aws.amazon.com/compliance/dod/). Any changes to the environment will need to be mutually agreed between System Agency and Contractor. The System Agency environment will be installed and managed within data centers in the United States 48 contiguous states.	Nice to Have	New
GEN-16	Upon request Contractor will participate in System Agency's annual four (4) hour privacy training program.	Must Have	New
GEN-17	Site Penetration Testing: prior to launch of the new environment Contractor will work with System Agency to schedule a site penetration and vulnerability test. Contractor additionally will schedule one (1) site penetration test annually with System Agency upon request.	Must Have	New
GEN-18	System response time when navigating from one screen to the next (save/refresh rate) must be less than 4 seconds under normal and high load operational conditions.	Must Have	Existing
GEN-19	System response for a requested transaction must be less than 4 seconds under normal and high load operational conditions.	Must Have	Existing
GEN-20	System response time for generating a report must be less than 3 minutes under normal and high load operational conditions.	Must Have	Existing
GEN-21	The Contractor's help desk center must be hosted and managed within in the United States 48 contiguous states.	Must Have	New

Hosting Services Access Controls Requirements			
Req ID	Requirement Description	Priority	Existing or New
ACC-1	Contractor staff managing the hosting environment has zero knowledge of the backend architecture.	Must Have	New
ACC-2	Physical access is strictly controlled both at the perimeter and at building ingress points by professional security staff utilizing video surveillance, intrusion detection systems, and other electronic means.	Must Have	New
ACC-3	Contractor only provides data center access and information to employees and contractors who have a legitimate business need for such privileges. When an employee no longer has a business need for these privileges, his or her access is immediately revoked, even if they continue to be an employee of the Contractor.	Must Have	New
ACC-4	All access is logged and monitored	Must Have	New

Hosting Services Access Controls Requirements			
Req ID	Requirement Description	Priority	Existing or New
ACC-5	<ul style="list-style-type: none"> ❖ Separation of Duties <ul style="list-style-type: none"> ➢ Employees with physical access don't have logical privileges ➢ Leads to 'Zero Access Security Policy' ➢ Hosting Data Center Administrators cannot log into customer's service instances 	Must Have	New
ACC-6	At System Agency's request, Contractor will provide System Agency with a list of Contractor personnel who are authorized to have full database administrator (DBA) access rights to the System Agency's hosted instances and will notify System Agency of any staff changes. All Contractor employees will be bound by an agreement of confidentiality with the company that prohibits disclosure or use of any System Agency data.	Must Have	New
ACC-7	An access control list (white list) of IP addresses would be stored so System Agency employees and other designated team members could view the Intranet.	Must Have	New
ACC-8	System Agency will archive logs locally outside of the Contractor's environment.	Must Have	New
ACC-9	Only selected Contractor technical support staff and database administrators will have access to the System Agency hosted instances. Passwords will be immediately changed in the event of a staff change or resignation.	Must Have	New
ACC-10	The access control logs need to be open for System Agency to audit.	Must Have	New

Hosting Services Security Controls Requirements			
Req ID	Requirement Description	Priority	Existing or New
SEC-1	Robust perimeter controls	Must Have	New
SEC-2	<ul style="list-style-type: none"> ❖ Unique security credentials <ul style="list-style-type: none"> ➢ Access keys ➢ Login/Password, Enforce password complexity ➢ Multifactor Authentication device (e.g. security token) ➢ Security Token Service 	Must Have	New
SEC-3	<ul style="list-style-type: none"> ❖ Virtual Memory and Storage <ul style="list-style-type: none"> ➢ Proprietary disk management prevents one instance from reading the disk contents of another ➢ Disk is wiped upon creation ➢ Disks can be encrypted by the System Agency for added layer of security 	Must Have	New
SEC-4	<ul style="list-style-type: none"> ❖ For data in motion and at rest, the data center must follow these requirements: <ul style="list-style-type: none"> ➢ Use Transport Layer Security (TLS) encryption or equivalent ➢ Use AES 2 compliant encryption 	Must Have	New
SEC-5	Contractor is responsible for continuously monitoring the System to detect and identify potential and actual security risks.	Must Have	New

Hosting Services Security Controls Requirements			
Req ID	Requirement Description	Priority	Existing or New
SEC-6	Reporting of Security Breach and Mitigation – Contractor shall within the first clock hour after discovery, initially report to System Agency Privacy and Security Officers via email at HIPAA.Privacy@dshs.state.tx.us and ITSecurityTeam@dshs.state.tx.us, respectively, and report to the System Agency contact person in the notices section of this Agreement, all available information about the discovery of an event or a breach of the privacy or security of System Agency data which is not in compliance with the terms of this Agreement or laws applicable to confidential information And shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of an unauthorized use or disclosure of confidential information by Contractor.	Must Have	New
SEC-7	Distributed Denial Of Service (DDoS) Attacks mitigation techniques are used by the Contractor. Additionally, Contractor's networks are multi-homed across a number of providers to achieve Internet access diversity.	Must Have	New
SEC-8	Contractor instances cannot send spoofed network traffic. The Contractor-controlled, host-based firewall infrastructure will not permit an instance to send traffic with a source IP or MAC address other than its own.	Must Have	New
SEC-9	All System Agency data is confidential, and selected data (such as social security numbers) is tokenized or encrypted so that that the Contractor never has access to the data.	Must Have	New
SEC-10	The Contractor agrees to electronic and physical data segregation.	Must Have	New
SEC-11	Contractor must conform to cloud security standards, including the Shared Assessments Program, Common Assurance Maturity Model, Cloud Security Alliance, and FedRAMP.	Must Have	New
SEC-12	Contractor will maintain the System Agency websites within the hosting services (of any type infrastructure) that is in compliance with SSAE 16 SOC 1 and 2. The Contractor shall provide evidence of assessment and compliance from an independent 3 rd party certified in such assessments prior to migration of any System Agency data hosted in the existing TER or associated systems, or the storage of new real (i.e. non-test) data in the MOTS TxEVER system.	Must Have	New
SEC-13	Requirement deleted	Must Have	New
SEC-14	<ul style="list-style-type: none"> ❖ Contractor's hosting site must be compliant with the following: <ul style="list-style-type: none"> ➤ FISMA ❖ The Contractor shall conduct a self-assessment of compliance to the FISMA requirements. The result of this self-assessment shall be provided to the System Agency for review and approval prior to migration of any System Agency data hosted in the existing TER or associated systems, or the storage of new real (i.e. non-test) data in the MOTS TxEVER system. 	Must Have	New
SEC-15	Physical Security – Contractor's internal computer facilities are located in a restricted area which is locked at all times. Employees and any service personnel are required to have authorization from Contractor in order to have access to this area and all access is supervised. All computers that connect to the Hosted System will have password controlled access and all system passwords will be secured and controlled.	Must Have	Existing

Hosting Solution Business Continuity Planning Requirements			
Req ID	Requirement Description	Priority	Existing or New
BCP-1	Contractor will provide System Agency a Business Continuity Operation Plan within 30 days of contract execution.	Must Have	New
BCP-2	Contractor's monitoring services are operated remotely to the data centers and in the event of disaster at Contractor's facilities the management and maintenance of the environment will continue. Contractor monitoring services are operated 24x7 and within 3 physical locations.	Must Have	New
BCP-3	Contractor will replicate production data on a Contractor, System Agency mutually agreed upon schedule. The data will be replicated to another availability zone.	Must Have	New
BCP-4	Contractor will provide a full back up to System Agency annually at the completion of a twelve (12) month term.	Must Have	New
BCP-5	Contractor to perform a local backup and restore process every six (6) months.	Must Have	New
BCP-6	Recovery Point Objective (RPO): In the case of a complete outage to the Contractor's availability zone, Contractor will maintain a 24 hour RPO in compliance with the daily (24 hour) backup plan.	Must Have	New
BCP-7	Recovery Time Objective (RTO): In the case of a complete outage to the Contractor availability zone, Contractor will maintain a 12 hour RTO to have the production environments live within an alternative Contractor availability zone.	Must Have	New
BCP-8	The Business Continuity Operating Plan needs to be updated as needed and reviewed/updated at least once a year by the Contractor.	Must Have	New

Hosting Solution Environmental Controls Requirements			
Req ID	Requirement Description	Priority	Existing or New
ENV-1	Automatic fire detection and suppression equipment has been installed to reduce risk. The fire detection system utilizes smoke detection sensors in all data center environments, mechanical and electrical infrastructure spaces, chiller rooms and generator equipment rooms. These areas are protected by either wet-pipe, double-interlocked pre-action or gaseous sprinkler systems or other suitable technologies as approved by the System Agency in the Primary and Backup Hosting Site deliverable implementation plans.	Must Have	New
ENV-2	The data center electrical power systems are designed to be fully redundant and maintainable without impact to operations, 24 hours a day, and seven days a week. Uninterruptible Power Supply (UPS) units provide back-up power in the event of an electrical failure for critical and essential loads in the facility. Data centers use generators to provide back-up power for the entire facility.	Must Have	New
ENV-3	Climate control is required to maintain a constant operating temperature for servers and other hardware, which prevents overheating and reduces the possibility of service outages. Data centers are conditioned to maintain atmospheric conditions at optimal levels. Personnel and systems monitor and control temperature and humidity at appropriate levels.	Must Have	New
ENV-4	Contractor monitors electrical, mechanical and life support systems and equipment so that any issues are immediately identified. Preventative maintenance is performed to maintain the continued operability of equipment.	Must Have	New

2.15.1 D009 Primary Hosting Site Implementation Plan and D010 Backup Hosting Site Implementation Plan:

- A. The Contractor shall deliver Primary and Backup recovery hosting site implementation plans.

The Primary hosting site implementation plan shall include a schedule, design, and implementation configurations of the TxEVER system hosting environments. The plan shall contain the following elements:

1. Site use (Primary or Backup);
2. Site location;
3. Site map;
4. Site security infrastructure;
5. Site specific environmental controls;
6. Dedicated hardware environment;
7. Dedicated software environment;
8. Primary power source;
9. Backup power source;
10. Primary internet service;
11. Backup internet service;
12. Shared hardware environment;
13. Shared software environment;
14. Copy of primary operating procedures;
15. Copy of backup operating procedures;
16. List of key personnel (on-site and off-site);
17. Copy of insurance certificates (physical, cyber, etc.);
18. Date and results of the last security test scan;
19. Copy of certifications (HIPAA, HIC, etc.);
20. Help desk center location and contact information;
21. Copy of DBA access list (Contractor personnel) and privileges;
22. Access control list (white list) of IP addresses; and
23. Copy of executed confidentiality agreements.

- B. The Contractor shall configure and deploy a primary data center and hosting environment that is operational in accordance with the System Agency approved hosting site implementation plan. The Contractor hosting environment shall comply with all requirements as defined in Table 9 and be a private and dedicated group of resources to provide hosting services for the TxEVER turn-key system.

- C. The Contractor's primary hosting site (s) shall be assembled, configured and operationally phased-in to support the project time frames in Table 2 – Project Milestones Events/Achievements. The contractor shall ensure the following resources and associated environments are available as required through the contract period of performance:

1. COTS System evaluation and training (Genesis Demo Site).
2. MOTS System & Imaging System Implementation, System Integration and Testing (State Test site).

3. MOTS System & Imaging System User, Technical Specialist, and End User Training (State Training site).
 4. MOTS System & Imaging System Production (State Production site).
- D. The Contractor shall configure and deploy the Backup recovery data center and hosting environment that is operational in accordance with System Agency approved Backup hosting site implementation plan.
- E. The disaster recovery hosting environment shall comply with all requirements identified in Table 10 and be a private and dedicated set of resources on which to seamlessly transfer the operational system in the event of a primary hosting site disaster whereby the TxEVER System would not be continuously available and operational for System Agency and its customers. This includes operation of the COTS/MOTS system, Imaging system, and maintenance services to allow System Agency to continue State Vital Statistics Business Operations (in the agreed capacity and performance as approved in the CDID D010).
- F. The Contractor shall implement and maintain both Primary and Backup recovery hosting service sites that are geographically separated by a minimum of 50 statute miles. The Contractor shall operate and maintain both sites 24 hours a day, 7 days a week, and 365 days per year through the contract period of performance IAW the performance requirements stated in the contract.

2.15.2 D029 Security Control Status Report:

The Contractor shall update System Agency in writing of any of the following circumstances associated with the primary or backup hosting sites in **CDID D029:**

1. Site physical or security breaches (of any kind) and the associated remediation and mitigation actions within 24 hours of becoming aware of such an event.
2. Changes in site personnel including date of debriefing and access control termination within 30 days of personnel change.

2.15.3 D030 - Security Compliance Report:

The Contractor shall provide System Agency evidence of compliance to SSAE SOC 1 and 2, and FISMA requirements for the TxEVER System prior to hosting any System Agency data. This verification of compliance shall be delivered in **CDID D030.**

2.15.4 D011 - Business Continuity Operating Plan:

The Contractor shall prepare and deliver **CDID D011.** D011 shall describe the Contractors compliance plan for Business Continuity Planning (BCP) requirements (BCP1-8).

2.15.5 D012 – Disaster Recovery Plan:

- A. The Contractor shall develop and deliver a Disaster Recovery (DR) plan for the TxEVER System. The DR plan shall meet or exceed the Texas Department

of Information Resources (DIR) State Data Center Services Disaster Recovery Program and the associated Disaster Recovery Exercise Scheduling process and procedures. The Contractor shall also provide a plan and sufficient licensing for deploying an instance of the system at the backup recovery hosting site.

- B. The Contractor shall demonstrate the capability of the combination of the D011 Business Continuity Operating Plan and the D012 Disaster Recovery plan to System Agency. This demonstration shall be included as part of the TxEVER System Test Plan. The test shall include Primary Site Hosting operation with a full shut-down and fail-over to the Backup recovery hosting site demonstrating business continuity. The test shall also include a demonstration of the recovery of the Primary site and switch-over from the Backup recovery site to the Primary site.
- C. The Contractor shall provide System Agency a report on results of the test and verification of the data integrity, non-loss of business information, and recovery of full functionality in CDID D043 System Test Report. The Contractor shall list any failures or findings that were not expected or that were not in compliance with performance requirements or expectations, along with the recommended corrective action (s) for ensuring full compliance and plans for re-validation and or regression testing.

2.16 Imaging Solution and Services

- A. The Contractor shall develop, configure, deploy, and maintain the TxEVER system Imaging solution. The Contractor shall implement a TxEVER Imaging system that meets all requirements defined in Table 8 Imaging Solution.
- B. The Contractor shall plan and host Joint Application Design (JAD) sessions with System Agency project team to facilitate gap closure and implementation of design, integration, testing, and release of customized features. All JAD sessions meetings shall include objective, agenda, and presentation material to support an effective meeting to present design approaches, discussion, and decisions.
- C. The Contractor shall prepare, maintain, and distribute JAD all session meeting minutes, actions, and agreements in CDID D028 Meeting minutes report.
- D. The Contractor shall configure, modify, or customize the Imaging system to comply with the contract "Must Have" (and Contractor offered non-mandatory) requirements. All modifications shall be identified in CDID D007 TxEVER System customization plan.

2.16.1 D008 - TxEVER Image Migration Plan:

- A. The Contractor shall deliver and maintain an Image Migration Plan as part of CDID D008 TxEVER Data Migration Plan. The Contractor shall deliver updates to the D008 dashboard on a monthly basis and to other elements of plan as required. The plan shall contain the following elements:
 - 1. Purpose and Scope;
 - 2. Background;
 - 3. Data management and migration approach;
 - 4. Stakeholder communication plan and approach;

5. Image mapping approach TER (and associated systems) to TxEVER;
6. Sizing and timing estimate for migration activities;
7. Software Development Life Cycle (SDLC) plan;
8. Entrance and exit criteria;
9. Testing and validation activities;
10. Quality requirements and reporting strategy;
11. Acceptance criteria;
12. Image migration fall back plan;
13. Dashboard for tracking total image migration metrics.

2.16.2 D006 - Imaging Risk Mitigation Plan:

- A. The Contractor shall prepare, deliver, and maintain an Imaging Risk Mitigation Plan as part of CDID D006 Risk Management Plan. The Contractor shall provide updates to D006 Risk summary dashboard on a monthly basis. The plan shall contain the following elements:
1. Purpose and Scope;
 2. Risk management approach;
 3. Risk elements;
 4. Risk register with quantified data;
 5. Risk management strategy for each identified risk; and
 6. Risk summary dashboard.

2.16.3 D039 - TxEVER Imaging Interface Design Specification:

The Contractor shall deliver and maintain a CDID D039 Imaging Interface Design Specification. D039 shall include the overall functional design, storage, interfaces and file protocols supported by the imaging system.

2.17 Information Security & Privacy Requirements

The Contractor shall ensure that the TxEVER turn-key system adheres to the following information security and privacy requirements:

1. Department of State Health Services, "HIPAA at DSHS" available from www.dshs.state.tx.us/hipaa/default.shtm
2. CDC-Centers for Disease Control and Prevention, "HIPAA Privacy Rule and Public Health, Guidance from CDC and the U.S. Department of Health and Human Services" available from www.cdc.gov/mmwr/preview/mmwrhtml/m2e411a1.htm
3. Centers for Medicare & Medicaid Services (CMS), "HIPAA Eligibility Transaction System (HETS)" available from http://www.cms.gov/HETSHelp/04_SecurityHETS270271.asp#TopOfPage
4. CMS, "HIPAA General Information", available from http://www.cms.gov/HIPAAGenInfo/01_Overview.asp
5. United States Department of Health & Human Services, "Privacy and Security and Health Information Technology" available from <http://www.healthit.gov/sites/default/files/pdf/privacy/privacy-and-security-guide.pdf>
6. Social Security Administration (SSA) requires electronic data exchange partners to meet information security safeguards requirements, the foundation for the requirements are the Federal Information Security Management Act (FISMA), <http://csrc.nist.gov/groups/SMA/fisma/index.html> Public Law (P.L.) 107-347, the Privacy Act of 1974 and SSA's own policies, procedures and directives

7. Internal Revenue Service (IRS) Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies and Entities at <http://www.irs.gov/pub/irs-pdf/p1075.pdf>
8. Adhere to the framework established by the U.S.-EU Safe Harbor program. http://www.export.gov/safeharbor/eu/eg_main_018365.asp

2.18 Integration and Testing

2.18.1 COTS/MOTS Solution and Services

- A. The following subparagraphs define the Contractor and associated System Agency responsibilities for integration and testing of the TxEVER COTS/MOTS solution.
- B. The Contractor shall integrate and test the TxEVER System (and any subsystems thereof) to ensure a complete turn-key solution is ready for System Agency testing and evaluation. The Contractor shall notify System Agency of planned test dates and support System Agency witnessing of any type or level of Contractor integration and or testing activities. Each test plan shall stipulate quantifiable Entry and Exit Criteria. The contractor shall develop and deliver the following CDID deliverable Test Plans:

2.18.2 D014-D017 - Functional Test Plans:

- A. The Functional Test Plans and scenarios for all test activities shall include:
 1. D014 - Unit Test plan and scenarios;
 2. D015 - Systems Test plan and scenarios;
 3. D016 - User Acceptance Test (UAT) plan and scenarios;
 4. D017 - Integration Test plan and scenarios.
- B. The Contractor shall deliver all existing COTS product (s) system test plans and reports to support System Agency verification and validation of compliance to requirements as part of CDID D043 System Test Reports.

2.18.3 D018 - Performance and Load Testing Plan:

- A. The Contractor shall deliver CDID D018 TxEVER Performance and Load Testing Plan. The plan shall demonstrate the full end-to-end system testing under varying load and stress conditions to ensure compliance with contract performance requirements. The Contractor shall demonstrate performance under nominal operational conditions as well as high load (i.e. high simultaneous users, database or interface load) conditions. The Contractor shall include the following elements in the test plan:
 1. List of planned tests and scenarios;
 2. System configuration and environment conditions;
 3. Test environment and tools;
 4. Use Cases;
 5. Expected performance and load test results;
 6. Entrance and Exit criteria;
 7. Pass/Fail criteria; and
 8. Acceptance criteria.

2.18.4 D043 – TxEVER System Test Report:

- A. The Contractor shall prepare and deliver CDID D043 TxEVER System test report showing the results of all test plans, procedures, and scenarios. This includes linkages to the source requirement, method of test, results and values, any errors or failures and actions taken to correct deficiencies including results of regression testing.
- B. The Contractor shall also use CDID D043 to provide existing test plans and reports for the COTS System and Imaging System configurations used as the baseline for the MOTS development.

2.19 Test Readiness Review (TRR)

- A. The Contractor shall conduct a Test Readiness Review (TRR) milestone meeting with System Agency to review the status and completion of customization of the MOTS system and readiness for the integrated system testing phase.
- B. The Contractor shall prepare and deliver the TRR meeting agenda in CDID D003 TxEVER Meeting plan for review and approval. As part of the TRR, the Contractor shall include a presentation how the requirements for customization have been implemented and are ready for testing. This includes review of the approved Test Plans and the planned testing activities, testing resources, test environments, monitoring opportunities, and tracking and reporting of test results.
- C. The Contractor shall describe their method and process for configuration management and quality assurance and control during the testing activities. The Contractor shall prepare and deliver meeting minutes in CDID D028 TXEVER Meeting minutes report.

2.20 Pilot Test Readiness Review (PTRR)

- A. The Contractor shall conduct a Pilot Test Readiness Review (PTRR) with System Agency to review the status and completion of customization of the TxEVER System testing and readiness for the Pilot Testing activities.
- B. The Contractor shall prepare and deliver the PTRR meeting agenda in CDID D003 TxEVER Meeting plan for review and approval. As part of the PTRR, the Contractor shall include a presentation on the results of the Turn-key System Testing, any testing issues or identified bugs, and the planned activities for the Pilot Testing. The Contractor shall prepare and deliver meeting minutes in CDID D028 TXEVER Meeting minutes report.

2.21 User Readiness and Training**2.21.1 COTS/MOTS System and Imaging Solution and Services**

- A. The Contractor shall support the development of User Readiness and Training of the TxEVER COTS/MOTS and Imaging System.
- B. The Contractor shall support System Agency in development of User readiness and training to ensure the TxEVER System users are prepared with the proper resources and knowledge required to transition to the new system from the TER System.

- C. The Contractor shall provide onsite and web-based training of site administrators, technical and all applicable staff, and provision of all documentation required to effectively use and support the system.

2.21.2 D019 – TxEVER Project Training Plan:

- A. The Contractor shall deliver CDID D019 including a detailed list of training documents and training exercises to ensure all the following areas are included:
- B. The Contractor shall provide onsite power user or “Train the Trainer” training with emphasis on the following:
 - 1. User and group setups;
 - 2. Security and privileges;
 - 3. Individuals and module restrictions;
 - 4. Reporting and validation privileges;
 - 5. Workflow configuration; and
 - 6. Template creation.
- C. The Contractor shall provide on-site training that is divided into specific classes so that administrators, staff, and stakeholders receive training relevant to the DSHS established User roles.
- D. The Contractor shall provide user documentation, including data dictionaries, data structure descriptions, codes to extract data and any other information, to enable users to complete their roles.
- E. The Contractor shall provide on-site, end user training at System Agency on schedules agreed to between System Agency and Contractor.
- F. The Contractor shall provide the System Administration Training that will cover the entire system with emphasis for the following items:
 - 1. Explanation of all triggers, procedures, constraints used;
 - 2. Exporting/importing content from other data sources;
 - 3. Archiving and data retrieval;
 - 4. Report generation;
 - 5. Audit trails; and
 - 6. User training shall include the features and use of Online Help screens.
- G. For the Hosting Services Solution the Contractor Project Training Plan shall include:
 - 1. Known maintenance issues with the system;
 - 2. Specific system required maintenance of associated servers; and
 - 3. Required load balancing processes/requirements.
- H. The Contractor shall provide technical support to help facilitate System Agency effort to develop and deliver end user training as part of the project. System Agency has a standard Learning Management System application that can house Sharable Content Object Reference Model (SCORM) compliant trainings.

- I. The Contractor shall develop training modules and System Agency will coordinate and host the training of those modules.
- J. The Contractor shall develop and deliver CDID D042 TxEVER System Training Materials to facilitate all stakeholder training activities.

2.22 System Deployment and Operation

2.22.1 COTS/MOTS System and Imaging Solution and Services

- A. The Contractor shall deploy the TxEVER turn-key system and support the operation and stabilization of the system. System Agency Acceptance of the system will follow 90 day defined period of performance criteria.
- B. The Contractor shall deploy the TxEVER MOTS solution that meets the following requirements.
- C. The Contractor shall configure, install, and deploy a Modified-Off-The-Shelf (MOTS) system with full operational capability NLT 01 January 2018, unless otherwise mutually agreed by both parties. The final go-live approach shall be planned and approved with System Agency prior to execution.
- D. The Contractor shall ensure all system operational and reporting functionality are seamlessly transitioned and or synchronized with the appropriate stakeholders to ensure minimal operational impact or down-time is experienced by System Agency, Users, people of Texas, or other stakeholders.
- E. The contractor shall have (as part of its deployment plan CDID D020) a corresponding roll-back plan to ensure minimal impact and or disruption occurs should a major system deployment issue be realized leading up to, during, or after a go-live event.

2.22.2 D020 – TxEVER System Deployment Plan:

- A. The Contractor shall deliver **CDID D020 System Deployment Plan** that includes a detailed list of steps to execute when going live with the TxEVER System. The plan shall include:
 1. A detailed list of discreet and interdependent functional and technical tasks that must be executed in a prescribed sequence when going live with TxEVER;
 2. An assigned owner for each task listed; and
 3. Entry and Exit Acceptance Criteria, as appropriate, for each task listed. Entry Criteria must include successful execution and HHSC/DSHS approval of all Functional Tests and the Performance and Load Test results.
- B. The Contractor shall provide services in accordance with the approved System Deployment Plan (D020) including execution of an iterative number of mock go-live exercises, as deemed necessary by the System Agency, as well as a final

execution of the Deployment Plan after the System Agency officially signals approval to Go-Live with the TxEVER system.

- C. The Contractor shall support the operational system for the defined stabilization period.

2.23 Production Readiness Review (PRR)

- A. The Contractor shall conduct a Production Readiness Review (PRR) with the System Agency to review the status and completion of the TxEVER Pilot Testing, any System regression testing and readiness for the transition to Production activities.
- B. The Contractor shall prepare and deliver the PRR meeting agenda in CDID D003 TxEVER Meeting plan for review and approval. As part of the PRR, the Contractor shall include a presentation on the status of Requirements Compliance, System Testing, User Readiness, Deviations or Waivers, and Training results along with the approved Deployment Plan. The Contractor shall prepare and deliver meeting minutes in CDID D028 TXEVER Meeting Minutes report.

2.24 Post Go-Live Stabilization Plan

- A. The contractor shall prepare and deliver CDID D021. The plan that shall meet the following objectives:
 - 1. Specify the approach for achieving stability of the System Agency TxEVER system, post go-live;
 - 2. Specify Post Go-Live Stabilization tasks and activities;
 - 3. Specify a post go-live staffing plan that ensure the approach for achieving stability is successful; and
 - 4. Specifies the expected duration for execution of the Post Go-Live Stabilization Plan.
- B. Upon go-live of the TxEVER system, the Contractor shall execute System Agency approved Post Go-Live Stabilization plan (D021).

2.24.1 D022 TxEVER System Transition Plan:

- A. The contractor shall prepare and deliver CDID D022. The plan shall define the transition of responsibilities related to the Contractor to System Agency including the following elements:
 - 1. Timeline for the transition;
 - 2. How the Contractor will transfer knowledge to System Agency staff to fully utilize TxEVER and perform duties including:
 - 3. Additions or modifications to business rules to be able to address new versions of certificates, new systems of data coding (example: ICD-11), and other modifications in vital event data registration/collection;
 - 4. Data import and extraction processes;
 - 5. Ad hoc reports;
 - 6. Customization of menus; and
 - 7. Customization of workflow.
- B. The Contractor shall ensure an efficient and effective transition from the Contractor to System Agency.

2.25 Acceptance of TxEVER turn-key system

The Contractor shall hand-over the TxEVER turn-key system following successful deployment and demonstration of system performance. The Contractor shall prepare and present a TxEVER System Acceptance Certificate (TSAC) as part of the hand-over process following a successful performance period. The Contractor shall support the System Agency TxEVER implementation project close-out activities.

2.25.1 90-Day-Period Of Performance

- A. A 90-calendar-day Performance Period shall commence on the stated Go-Live date. During the Performance Period, the Contractor shall be responsible for:
 1. Meeting all Service Levels as stated in paragraph 2.36 and the associated remedies will apply; and
 2. Meeting acceptance criteria of the System Agency TxEVER system is defined as:
 - All "Priority 1 (P1) – Critical" Service Requests (SR's) are closed;
 - All "Priority 2 (P2) – High" SRs are closed.
- B. Upon completion of the Performance Period, the System Agency shall issue the TSAC. Upon receipt of the TSAC, the Contractor shall submit an invoice for the release of Retainage as identified in paragraph 2.41.10. System Agency will issue payment in accordance with the stated payment terms.
- C. If not accepted, an additional 30 calendar-day Performance Period will commence upon the completion of the 90 calendar-day Performance Period. To successfully complete the 30 calendar-day Performance Period, the System Agency TxEVER system shall meet the acceptance criteria stated above.
- D. If accepted, the System Agency will issue the TSAC, upon receipt of the TSAC the Contractor shall submit an invoice for the release of Retainage due and System Agency will issue payment in accordance with the stated payment terms.
- E. If not accepted, at the end of the additional 30 calendar-day Performance Period, the Contractor shall be notified in writing of the following:
 1. The TxEVER system has failed to meet the required acceptance criteria within the prescribed Performance Periods and Retainage has been forfeited;
 2. System Agency shall not grant another extension to the Performance Period;
 3. System Agency determination in proceeding with the contract;
 4. At System Agency sole option, may issue Conditional Acceptance or provide notice that the contract shall be cancelled for cause;
 5. If System Agency issues Conditional Acceptance, each Service Level and associated remedy shall be strictly enforced without exception; and
 6. Conditional Acceptance in no way limits or restricts System Agency's right to exercise any remedies stated in Article VII, Contract Management and Early Termination, of the System Agency Uniform Terms and Conditions including the right to cancel the contract for cause.

2.25.2 D044 - TxEVER System Acceptance Certificate (TSAC)

- A. Upon successful completion of the performance period, the Contractor shall prepare and deliver **CDID D044** for System Agency official acceptance and system handover.
- B. The TSAC shall include Contractor confirmation on meeting all system business, functional, non-functional, interface, interoperability, performance, and security requirements for the MOTS System, Imaging System, and Hosting Solution Services.
- C. The TSAC shall document any approved deviations and or waivers for the TxEVER System previously agreed with System Agency.

2.26 Implementation Project Close-out Meeting

The Contractor shall participate in an System Agency hosted TxEVER Implementation Project Close-out meeting. The Contractor shall provide input to the lessons learned data gathered through each major work activity. The lessons learned data shall include both positive and negative lessons and recommendations for process improvements in future solicitations and project of similar type and scope.

2.27 Security-Related Services

- A. The System Agency TxEVER Security Administration Team (SAT) will provide the following security-related Services for all DSHS TxEVER production and non-production environments:
 - 1. Assign TxEVER end user security roles;
 - 2. Maintain row level security configurations;
 - 3. Maintain security roles; and
 - 4. Maintain security permission lists.
- B. The Contractor shall support the SAT to ensure implementation and compliance with all TxEVER Project System Security Plan (SSP) activities to ensure compliance with the HHS Enterprise Information Security Standards and Guidelines (EISSG).

2.28 System Maintenance

2.28.1 TxEVER turn-key system solution and services

- A. The TxEVER turn-key system will implement a 3 level maintenance concept. System Agency shall maintain resources and capability to provide TxEVER System maintenance defined as Level 1 support within this SOW.
- B. The Contractor shall maintain the resources and capability to support the TxEVER System defined as Level 2 and Level 3 maintenance support requirements within this SOW. System Maintenance and Support services are inclusive of the turn-key TxEVER MOTS System, Imaging System, and Hosting Services.

2.28.2 D023 – TxEVER System Maintenance and Support Plan:

- A. The Contractor shall deliver a system maintenance and support plan as **CDID D023**. The plan shall defined the turn-key maintenance approach and

process and depict the major system components and the associated stakeholders respective roles in maintaining and supporting the system. The plan shall identify the system maintenance concept and all support workflow and communication protocols.

- B. The Contractor shall provide provisioning of ongoing system software and hardware upgrades, releases, maintenance, and support.
- C. The Contractor shall maintain the system to conform to latest underlying Operating System (OS), any framework and database technology version upgrades and security patches as released by the appropriate manufacturer.

2.28.3 System Maintenance & Support

The TxEVER System 3 level maintenance and support shall be implemented as a combination of System Agency support and Contractor support across the various platforms and associated vendors.

2.28.4 TxEVER System Agency Center Of Excellence (TCOE) – Level 1 Support

- A. The System Agency will establish a TxEVER Center Of Excellence (TCOE) as an expansion of the existing TER System Vital Statistics Unit (VSU) Call-Center. The TCOE will have the processes, resources, and associated toolset to field all internal or external stakeholder calls associated with the TxEVER System.
- B. TCOE support will include fielding questions or actions associated with Vital Statistics program business processes, procedures, application support, and or issues or problems with the TxEVER System.
- C. The TCOE team will log, track, and manage the activities, actions and closure of support requests and establish dashboards to facility reporting of metrics and performance.
- D. System Agency Level 1 Support responsibility:
Level 1 Support includes:
 - a. Support associated with general usage;
 - b. Navigation within the application; and
 - c. System Agency specific processes or procedures associated with using the applications within System Agency environment.
- E. System Agency Level 1 Program TCOE staff will triage System Agency issues and enter issues into System Agency tracking and management tool for Level 2 Support assistance only if System Agency is unable to resolve the issue.
- F. It is System Agency responsibility to report Level 2 Support issues in a format defined by System Agency, which would include the following:
 - a. An example of a problem;
 - b. Functional steps to recreate the problem;
 - c. Adverse impacts to System Agency if not corrected; and
 - d. A priority designation.

- G. Identification and granting of access for System Agency Level 1 Support end users will be governed by System Agency established processes, procedures, and tools.
- H. System Agency will determine if a stakeholder call can be handled as a Level 1 response, or requires escalation to the Contractor as a Level 2 or Level 3 hand-off activity.
- I. Level I activities handled by System Agency include items associated with one of the four organizations listed below:
 - a. System Agency Information Technology (IT) Help Desk
 - b. System Agency IT Application Development Team
 - c. System Agency Enterprise Printer Contractor
 - d. Texas Department of Information Resources (DIR)/Texas.gov

2.28.5 Contractor Maintenance and Support – Level 2 and 3

- A. The Contractor shall establish and maintain the resources to support System Agency TxEVER System maintenance and support for Level 2 and Level 3 as defined and approved in CDID D023.
- B. The Contractor support shall include fielding questions or actions associated with Vital Statistics program business processes, procedures, application support, and or issues or problems with the TxEVER turn-key system that are escalated from the System Agency TCOE. The Contractor shall log, track, and manage the activities, actions and closure of support requests and establish dashboards to facility reporting of metrics and performance for all escalated Level 2 and Level 3 activities.
- C. Contractor Level 2 Support Responsibility:
 - a. Level 2 Support provides:
 - b. Research;
 - c. Analysis; and
 - d. Resolution of issues unable to be resolved at Level 1 Support.
- D. All Level 2 Support incidents require an associated ticket number to be used for tracking, status reporting and to assess the full quality of service support.
- E. The Contractor shall also establish a telephonic communications protocol that System Agency can use for Level 2 Support, which will:
 - a. Provide assistance to computer system users on a variety of issues;
 - b. Identify, research, and resolve problems;
 - c. Respond to telephone calls, e-mail and Level 2 personnel requests;
 - d. Document, track, and monitor System Agency Service Requests to ensure a timely resolution.
- F. Contractor Level 3 Support Responsibility:
 - a. Resources and/or third-party vendors supplying hardware, software, or other infrastructure components.
- G. Level 3 Support will be accessed when Contractor Level 2 analysts has determined that the particular problem resides in:

- a. Hardware,
 - b. Software, or
 - c. Other system components not managed or controlled by Contractor.
- H. When a third-party vendor or System Agency is required for Level 3 Support, the Contractor shall work directly with the vendor or the VSU TCOE, via communication protocols established by CDID D023, to ensure this support is delivered and will provide System Agency with status reports for the problems.

2.29 Support Request (SR) Processing

The SR Tracking/Reporting System will facilitate entry by System Agency Level 1 Support Staff of SR's, henceforth referred to as an SR Ticket.

- A. An SR Ticket may be submitted via:
 1. Phone call to Contractors help desk; or
 2. Online into the SR Tracking/Reporting System, which assigns a number to each SR Ticket in order to track its resolution.
- B. A System Agency Level 1 TCOE Support user will be able to perform the following actions in the SR Tracking/Reporting System:
 1. Enter an SR Ticket;
 2. Recall an SR Ticket;
 3. Modify an SR Ticket;
 4. Add Attachments;
 5. Download a Report of SR Tickets;
 6. View System Documentation & Information; and
 7. Include email addresses of additional parties who should be automatically notified when a SR Ticket is updated.
- C. The Contractor shall assign System Agency SR Tickets to one of their TxEVER analysts performing TxEVER Application Support. An Escalation Process must also be available for the appropriate issue or situation.
- D. If, for any reason, a System Agency TCOE Level 1 Support user is unable to submit an SR Ticket, they must have a means to contact the Contractor via phone to submit an SR Ticket on their behalf.
- E. A System Agency TCOE Level 1 Support user who submits the SR Tickets receives email notifications:
 1. When an SR Ticket is initially submitted;
 2. When a Note is added to the SR Ticket;
 3. When an Attachment is added to the SR Ticket;
 4. When the Success Respondent assigns the SR Ticket to a TxEVER analyst; and
 5. As the SR Ticket progresses through the system.
- F. The Contractor shall be responsible to provide the following services applicable to the SR Tracking/Reporting System, which include, but are not be limited to:
 1. Providing on-site support during normal published hours of operation from 7:00 A.M. to 6:00 P.M. CT Monday through Friday, excluding State of Texas holidays published by [Texas State Auditor's Office](#) (Note: System Agency may request extended hours; for example, during legislative session);

2. Providing authorized System Agency Level 1 Support Staff access to the SR Tracking/Reporting System for System Agency Level 1 Support Staff to open and review SR tickets outside of regular business hours;
3. Logging, managing, and resolving incidents from authorized System Agency Level 1 Support Staff contacts;
4. Researching and analyzing technical issues more complex than general usage;
5. Coordinating and/or resolving problems through third-party vendors for third-party application and tool-related solutions;
6. Performing problem management (analysis and permanent resolution of systemic application or system defects); and
7. Ensuring access to the SR Tracking/Reporting tool remains secured and available only to authorized System Agency TCOE Level 1 Support Staff since PII data may exist within SR tickets.

2.30 Types of SR Tickets

The following types of SR Tickets will be available in the SR Tracking/Reporting System:

- A. **Incident (Fix)**: Any event that prevents an authorized user from using the TxEVER System.
 1. An **Incident (Fix)** might be:
 - a. An end user usage problem;
 - b. A navigation problem within System Agency TxEVER;
 - c. Inability to sign into System Agency TxEVER; or
 - d. Or a system outage.
 2. If System Agency TCOE Level 1 Support user is unable to resolve an Incident internally, the Level 1 Support user will call or submit an SR Ticket to the Contractor, defined as Level 2 Support.
- B. **Information Request**: Where System Agency TCOE Level 1 Support user typically requests information to questions related to functional aspects of the TxEVER System, or the date when a particular legislative mandate or legislation becomes effective.
- C. **Work Request (Enhancement, Data Change or Query)**: Where System Agency TCOE Level 1 Support user requests work unrelated to **Incidents** or **Information Request**. Examples of a **Work Request** may include:
 1. A request for data change;
 2. A configuration change;
 3. Portal content updates;
 4. A query;
 5. A training class;
 6. Enhancement;
 7. A request to refresh an environment such a test environment; and
 8. A security role/permission system change.

2.31 Priority of SR Tickets for Contractor L2 or L3 support

When an SR Ticket is created by an System Agency TCOE Level 1 Support user, the level of Priority must be selected for each SR Ticket. The user must select from the following Priority levels:

Priority	Characteristics
Priority 1 (P1) – Critical	<ul style="list-style-type: none"> • Production DSHS TxEVER outage • Production DSHS TxEVER performance degradation during business hours • Critical Security issue affecting Production DSHS TxEVER or data • DSHS TxEVER Reporting Database outage
Priority 2 (P2) – High	<ul style="list-style-type: none"> • Sandbox Database outage • Maintenance Database outage • Training Database outage • UAT Database outage • Sandbox performance impact • Issue impacts a large number of TxEVER or TxEVER interfacing users and no DSHS acceptable workaround is available • Issue is frequently occurring • Issue impacts
Priority 3 (P3) – Medium	<ul style="list-style-type: none"> • Issue related to user acceptance testing (UAT) • Issue impacting multiple users and an DSHS acceptable workaround is available • Non-critical issues which are time sensitive (ex. File restore, missing drive mapping) • Non-impacting issue requiring additional troubleshooting and research
Priority	Characteristics
Priority 4 (P4) – Low	<ul style="list-style-type: none"> • Issue with Workflow tasks • Issue requiring Contractor to provide clarifying information

2.31.1 Response Times for Contractor L2 or L3 Service Request Tickets

- A. The following charts reference the expected response times that the Contractor shall provide for Level 2 or 3 SR Tickets, based on the type and priority of the SR Tickets.

- B. In the case of a submitted SR Ticket that is forwarded to System Agency TxEVER, the SR Ticket will be set to a status of Awaiting Governance Approval. If the requested work is approved by the System Agency TxEVER Governance team, the original SR Ticket number will be added to all documentation for historical purposes.

- C. **Response Time:** The time between the submittal of an SR Ticket and a resource being assigned to the SR Ticket and it is actively being worked on. Although an assignment has been made and an SR Ticket is being worked by technical staff, it may be that the source of the problem is still unknown. Consequently, the resolution of an SR Ticket may actually be completed by technical staff other than the analyst initially assigned.

¹ Response time during regular business hours will be as soon as possible for Priority 1 SR Tickets, but no longer than 30 minutes. Outside of published hours of service, the Contractor will assign Priority 1 SR Tickets to on-call staff within 30 minutes of opening the SR Ticket. The thirty (30) minutes provide the maximum time for on-call staff to be notified and assign the SR Ticket.

² Response times for Priority 2 – Priority 4 SR Tickets are business hours/days. That is, the response-time clock does not run outside of published hours of service. Consequently, for each Priority 2 – Priority 4 SR Ticket opened outside of published hours; the Contractor shall review the priority following the assignment of the SR Ticket on the next business day.

D. Priority 1:

Critical Incidents will result in the immediate assignment of resources until it is resolved or mitigated, pending resolution.

E. Priority 1 – Critical and Priority 2:

High Incidents adversely impacting System Agency may be addressed by deploying immediate fixes. The Contractor shall provide an anticipated resolution time for Priority 1 and 2 Incidents as soon as possible, following the determination of root cause.

Incident (Fix)

Priority Level	Response Time ¹
Priority 1 – Critical	< 30 minutes ¹
Priority 2 – High	< 2 business hours ²
Priority 3 – Medium	< 8 business hours ²
Priority 4 – Low	< 3 business days ²

Information Requests

Priority Level	Response Time
Priority 1 – Critical	< 30 minutes
Priority 2 – High	< 2 business hours
Priority 3 – Medium	< 8 business hours
Priority 4 – Low	< 3 business days

Work Requests (Enhancement, Data Change or Query)

Priority Level	Response Time
Priority 1 – Critical	< 30 minutes
Priority 2 – High	< 2 business hours
Priority 3 – Medium	< 8 business hours
Priority 4 – Low	< 3 business days

F. For a high priority SR requiring immediate attention, the Contractor shall expedite the assignment if:

1. The SR is followed-up by telephone or e-mail by the System Agency TCOE Level 1 Support user having created the SR; or,
2. A confirmation by e-mail or telephone is provided by Contractor Level 2 or Level 3 staff.

G. For any Critical or High SRs entered in the SR Tracking/Reporting System, Contractor shall immediately assign those SRs.

2.32 Evaluation of SRs

- A. An SR will require a decision from System Agency TxEVER Governance team when:
1. Request includes an Enhancement (additional functionality or a new report not supported by the released system);

- 2. Request includes a Fix that will require more than eighty (80) hours of effort or significantly impacts the affected module business owner(s).
- B. The Contractor shall ensure that all relevant System Agency SR Ticket information is managed correctly in the Contractor tracking system.
- C. If no code or data changes are required, the SR will be completed as appropriate, including configuration changes and requests for information. These will be fulfilled as timely as possible, according to Priority and availability of resources.
- D. Fixes that are estimated to take less than 80 hours will be worked according to Priority established by System Agency.

2.33 Prioritizing Work of SRs from System Agency to Contractor

- A. For each module, there can be numerous SRs for various Request Types and Priorities. Contractor SRs shall be worked in the following priority order:
 - 1. Critical
 - 2. High
 - 3. Medium
 - 4. Low
- B. Within each priority the request types will be worked in the following order:
 - 1. Data Change
 - 2. Configuration
 - 3. Fix
 - 4. Information or Query
 - 5. Enhancement
- C. The general approach should be to work the SRs in order of date created or approval by System Agency TxEVER Governance team according to their Priority.

2.34 Approval of SRs through System Agency TxEVER Governance team

- A. SRs requiring System Agency TxEVER Governance team approval shall be researched by the Contractor functional staff and a summary of the SR as well as the proposed solution and level of effort will be submitted for review by System Agency TxEVER Governance team. System Agency TxEVER Governance team will have the option to Approve, Reject or Defer the SR. System Agency TxEVER Governance team may vote to defer their decision until questions can be answered.
- B. System Agency will also be asked to rate the Priority of that SR, as well as the Frequency of the occurrence. Frequency is defined as System Agency assessment of how often the incident described in the SR occurs. These ratings will be used to calculate the Governance Priority of Approved SRs by calculating the sum of the Priority and Frequency. The numeric values for both the Priority and the Frequency are shown in the table below:

Priority	Frequency
Critical – 10	Always – 10
High – 7	Frequently – 8
Medium – 4	Occasionally – 5
Low - 1	Seldom – 3

- C. If the SR is approved, the Governance Status will be set to APPROVED and provided to the Contractor for action.
- D. The action date will be set to the SR approval date. The score of each SR will be stored in Governance team tracking system.
- E. Priority and the SR will be worked in order starting from the highest priority. The SR Status will be set to ASSIGNED or IN WORK as appropriate.
- F. If the SR is rejected, the Governance Status will be set to REJECTED and provided to the Contractor for closure.
- G. The action date will be set to the date the SR is rejected. The SR Status will be set to CLOSED.
- H. If the SR is deferred, the Governance Status will be set to DEFERRED and future action on the SR will be determined according to the reason for the deferment.

2.35 Enhancement Scheduling Process

- A. System Agency will deliver prioritized Enhancement SRs to Contractor with high-level requirements.
- B. Contractor shall then, working with System Agency:
 - 1. Facilitate the documentation of detailed requirements;
 - 2. Perform analysis;
 - 3. Create specifications; and
 - 4. Estimate effort and system resource requirements for each Enhancement within the required System Agency timeframes established for each Enhancement.
- C. Both Contractor PM and System Agency PM shall meet biweekly to engage in the Enhancement Scheduling Process.
 - 1. Issues that will be considered during the Enhancement Scheduling Process include, but are not limited to, the following:
 - a. Priority;
 - b. Time allocation impact;
 - c. Legislative mandates; and
 - d. Work schedules.
 - 2. Enhancement schedules will depend on the system requirements, the urgency of the Enhancement(s), and other factors.
 - 3. Contractor shall provide System Agency PM with a new or updated work plan and timeline for each Enhancement no later than 5 business days following the Enhancement Scheduling Process meetings.
- D. Contractor shall be responsible for the timely delivery of all Enhancement SRs, as per the Enhancement schedule approved by System Agency PM.
- E. All Enhancement SRs shall be evaluated and approved by System Agency prior to migration into the production system.

2.36 Project Service Level and Services Monitoring

2.36.1 General

The Contractor shall provide resources sufficient to meet the Service Levels and Services activities set forth in this SOW and any resulting Contract, and produce System Agency approved Enhancements from the Enhancement Scheduling Process.

2.36.2 Service Levels for TxEVER

The Contractor shall comply with all the following key service levels when Contractor assumes responsibility for providing Services for the System Agency TxEVER System. Unless stated otherwise, metrics are calculated on a monthly basis and must be achieved 100% of the time.

Key Service Levels	Target Metric
DSHS TxEVER Production Availability	
<p>TxEVER Production availability:</p> <ul style="list-style-type: none"> • The DSHS TxEVER application components. • DSHS TxEVER scheduled batch processes and interfaces. • The DSHS TxEVER Reporting Databases. • The DSHS TxEVER statistical reporting databases (<i>not hosted by DSHS</i>) 	<p>Available 24 x 7, 99.5% of the time, except scheduled maintenance and declared disasters.</p> <p>Availability formula as follows: $\% \text{ Availability} = \frac{[\text{Total} - \text{Unplanned Outages} - \text{Scheduled Maintenance}]}{[\text{Total} - \text{Scheduled Maintenance}]} \times 100.$</p> <ul style="list-style-type: none"> • Total is the total number of minutes in a given calendar month. • Unplanned Outages are the total minutes unavailable in a given calendar month, and it's clearly demonstrated, via a formal Root Cause Analysis process, outages are directly caused by any deficiency of the Contractor performance of TxEVER Application Support responsibilities. • Scheduled Maintenance is the total minutes of scheduled maintenance in a given calendar month. <p>Availability metric collection is suspended during a declared disaster event.</p>
<p>Adherence to Production and Non-Production Maintenance Windows</p>	<p>Maintenance hours are as follows:</p> <ul style="list-style-type: none"> • Sundays from 5:00 a.m. to noon CT (weekly maintenance). • Thursdays from 10:00 p.m. to midnight (weekly software migrations). • Daily maintenance hours will be from 4:00 a.m. to 5:00 a.m. <p>Extended maintenance periods will be approved by DSHS TxEVER Governance team, as needed.</p>
<p>Non-Production Environment Availability for the following environments:</p> <ul style="list-style-type: none"> • User Acceptance Testing environment • Maintenance environment • Sandbox environment 	<p>7:00 a.m. to 6:00 p.m. Monday through Saturday and noon to 6:00 on Sunday 95% of the time except for scheduled maintenance and declared disasters.</p> <p>Additional availability outside of the above hours will occur when maintenance or other related activities are not being performed.</p>

Key Service Levels	Target Metric
<ul style="list-style-type: none"> • Training environments 	
<p>Note: The terms “available” or “availability” mean the full functionality of DSHS TxEVER application is available for use by authorized users. The term “outage” means that the DSHS TxEVER system is not available to all users for more than fifteen (15) minutes during the published hours of availability.</p>	
Support Services	
DSHS TxEVER Support Availability	Monday-Friday 7:00 a.m.to 6:00 p.m. CT, excluding state-observed holidays, but will be staffed on skeleton crew days.
Scheduled Support outside of regular DSHS TxEVER On-Site Support Hours	Handled on a case-by-case basis where reasonable and DSHS has given five (5) business days advance notice to Contractor.
Support for Special State Processing	Staffed for DSHS TxEVER Governance team approved special state processing.
Support Requests (SRs)	
Key Service Levels	Target Metric
Incidents	
P1 Response Times	<p>Within normal business hours, no more than 30 minutes 99% of the time.</p> <p>Outside of normal business hours, no more than 60 minutes 97% of the time for P1 outages and batch processing issues requiring immediate attention.</p>
P2 Response Times	< 2 business hours 96% of the time.
P3 Response Times	< 8 business hours 95% of the time.
P4 Response Times	< 3 business days 95% of the time.

Key Service Levels	Target Metric
Information Requests (IRs) or Work Requests (WRs)	
P1 Response Times	< 30 minutes 97% of the time.
P2 Response Times	< 2 business hours 96% of the time.
P3 Response Times	< 8 business hours 95% of the time.
P4 Response Times	< 3 business days 95% of the time.
P1 Response Times	< 30 minutes 97% of the time.
Reporting (Monthly)	
Service Metrics Report	No later than the 10 th calendar day of each month following the end of the reporting period for the preceding month.

Key Service Levels	Target Metric
Corrective Action Plan	One for each missed service level target metric within ten (10) business days of written notice from DSHS.
SR Ticket Report	No later than the 10 th calendar day of each month following the end of the reporting period for the preceding month.
Maintenance and Enhancement Scheduling Report	No later than the 10 th calendar day of each month following the end of the reporting period for the preceding month.
Performance Report	No later than the 10 th calendar day of each month following the end of the reporting period for the preceding month.
Outage Report	No later than the 10 th calendar day of each month following the end of the reporting period for the preceding month.
Management of Project Personnel	
Adding or Replacing Personnel	
The resume packet information of any proposed additional or replacement personnel.	Provided to DSHS within fifteen (15) calendar days prior to either the proposed start date of any additional personnel or, in the event of replacement personnel, the last working day of the replaced personnel.
Additional resumes for proposed personnel in the event DSHS has rejected previously proposed personnel.	Provided to DSHS within five (5) calendar days of DSHS' written notification of rejection of previously proposed personnel.
On-site arrival of added or replacement personnel.	Approved personnel must be on-site at DSHS within thirty (30) calendar days of selection notice.
Replacing Personnel Removed by DSHS	
The resume packet information for proposed personnel to replace removed personnel.	Provided to DSHS on or before the fifteenth (15th) calendar day following the last working day of the removed personnel.
Additional resumes for proposed personnel in the event DSHS has rejected previously proposed personnel.	Provided to DSHS within five (5) calendar days of DSHS' written notification of rejection of previously proposed personnel.
On-site arrival of personnel to replace removed personnel.	Approved personnel must be on-site at DSHS within thirty (30) calendar days of selection notice.

2.37 Delivery of Monthly Service Reports

- A. Beginning on the 30th calendar day of the 90 calendar day Performance Period and through the entirety of the contract, the Contractor shall provide to System Agency PM electronic copies of all required reports D031 - D035 for the previous months work.
- B. Reports are due no later than the tenth (10) calendar day of each month. The Reports shall include the following:

2.37.1 D031 - Service Metrics Report:

Service Metric Report that indicates whether or not the target metrics for each service level has been met.

- a. Within 5 business days following receipt of the report by System Agency, System Agency will provide written notice to Contractor of any measure that fails to meet applicable standards.
- b. Any measure that fails to meet the target metric may incur the assessment of a remedy for non-compliance as stated within the contract.

2.37.2 D024 - Corrective Action Plan

Corrective Action Plan for any measures that fail to meet the applicable service level target metrics

- a. The Contractor shall provide to System Agency a Corrective Action Plan within 10 business days of receipt of notice from System Agency of a failure to meet the required service level.
- b. DSHS will review, accept or reject the Corrective Action Plan.

2.37.3 D033 - SR Ticket Report

SR Ticket Report that lists the relevant details for every SR Ticket entered and worked during the previous month, grouped by SR Type

2.37.4 D034 - Maintenance and Enhancement Scheduling Report

Maintenance and Enhancement Schedule Report which encompasses a 90-day projection of planned scheduled maintenance and enhancement work.

2.37.5 D035 - Outage Report

Outage Report that includes all application outages occurring for the previous month, and includes a Root Cause Analysis per outage reported

2.37.6 Format of Reports

The Contractor PM and System Agency PM shall work to mutually decide and agree upon the exact content and format of each report.

2.38 Services Evaluation Criteria

A. The schedule of work to be performed will be reviewed and the accuracy of estimates determined by System Agency. The Project Work Plans and Schedules will be used to establish the timeliness of completion and the quality of scheduling by Contractor. System Agency will use, at a minimum, the following performance criteria to evaluate the provided Services:

1. Performance and adherence to approved specifications;
2. Timeliness, accuracy, completeness and quality of Services delivered;
3. Quality and completeness of SRs (including Enhancement SRs) and service activities (e.g. analysis, design, coding, testing, implementation, modifications, and fixes);
4. Timeliness and performance of implementations;
5. Compliance with Service Levels;
6. Adherence to System Agency standards;
7. Quality and performance in executing Transition/Turnover plans, if necessary;
8. Effective and timely problem resolution;
9. Cooperation;
10. Communication; and

11. Adherence to the terms and conditions of the Contract.

- B. Without limitation on System Agency evaluation, System Agency review of Contractor Reports, System Agency written acceptance, and similar requirements of this SOW, System Agency will evaluate, prior to authorizing any payments under the Contract, Contractor Services, performance and deliverables against the Standards of Performance, Services Levels and with all other requirements of the Contract.
- C. Prior to authorizing any such payments, System Agency will evaluate and provide Contractor with System Agency written notice of acceptance of Contractor Services, performance and deliverables as being in compliance with the Standards of Performance, Service Levels, and all other requirements of the Contract.
- D. System Agency is not required to provide Contractor with notice and opportunity to cure issues prior to System Agency withholding written notice of acceptance, or System Agency withholding approval of payments under the Contract.

2.38.1 Escalation Process for Failure to Meet Service Level Requirements

The following escalation procedures may be used by System Agency to resolve problems related to Contractor's failure to meet Service Level requirements.

A. Escalation Level 1

- 1. Service Levels will be tracked and monitored by System Agency on a monthly basis, unless otherwise stated.
- 2. If a Service Level is not met, System Agency will notify Contractor PM of the failing measure(s) during the weekly status meeting.
- 3. Contractor shall respond to System Agency within 1 business day after such notification of the cause of the failure with the remedy established to resolve the failure.

B. Escalation Level 2

- 1. In the event Contractor fails to resolve a failure through the escalation procedure described above, System Agency will notify System Agency management in writing, providing detail of the failure to be resolved.
- 2. System Agency management will notify Contractor management in writing of the failing measurement.
- 3. Contractor management shall respond in writing within 1 business day after such notification of the cause of the failure with the established remedy to resolve the failure.

C. Escalation Level 3

- 1. Escalation to Level 3 will occur if the Contractor management response to a Level 2 escalation by System Agency is not adequate to satisfy the service level issue.
- 2. System Agency will request a face to face meeting with the Contractor management team to determine a mutually agreeable resolution to resolve the performance issue.
- 3. Following the System Agency and Contractor management meeting, System Agency will proceed with written notification regarding continuation terms or notice of contract termination.

2.39 Disclosure of Security Breach

The Contractor shall provide initial notice to System Agency PM, System Agency Information Security Officer, and any other System Agency designated personnel not later than two (2) hours following Contractor discovery or reasonable belief that there has been unauthorized access, disclosure, compromise, or loss of sensitive or confidential System Agency information (“security incident”).

2.39.1 Written Report

- A. Within 24 hours of the discovery or reasonable belief of a security incident, Contractor shall provide a written report D032 to System Agency ' Information Security Officer detailing the circumstances of the security incident, which includes at a minimum:
 - 1. A description of the nature of the security incident;
 - 2. The type of System Agency information involved;
 - 3. Who may have obtained System Agency information;
 - 4. What steps Contractor has taken or will take to investigate the incident;
 - 5. What steps Contractor has taken or will take to mitigate any negative effect of the incident; and
 - 6. A point of contact for additional information.

- B. No later than Noon CT each day thereafter, until the investigation is complete, Contractor shall provide System Agency Information Security Officer with a written report regarding the status of the investigation and the following additional information as it becomes available:
 - 1. Who is known or suspected to have gained unauthorized access to System Agency information;
 - 2. What additional steps Contractor has taken or will take to investigate the incident;
 - 3. What steps Contractor has taken or will take to mitigate any negative effect of the incident;
 - 4. What corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure.

- C. Contractor shall confer with System Agency Information Security Officer regarding the proper course of the investigation and risk mitigation. System Agency reserves the right to conduct an independent investigation of any security incident, and should System Agency choose to do so, Contractor shall cooperate fully by making resources, personnel, and systems access available to System Agency and System Agency authorized representative(s). Subject to review and approval of System Agency Information Security Officer, Contractor shall provide notice to individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the security incident. If System Agency, in its sole discretion, elects to send such notice, then all costs associated with preparing and providing notice will be reimbursed to System Agency by Contractor. If Contractor does not reimburse such costs within 30 days of System Agency written request, then System Agency will have the right to collect such costs by offsetting or reducing any future payments owed to Contractor.

2.39.2 Service Levels for Disclosure of Security Breaches

The Contractor shall be responsible for adhering to the following key service levels regarding Disclosure of Security Breach throughout the entirety of this contract:

Key Service Level	Target Metric
Initial notification of unauthorized access, disclosure, compromise, or loss of sensitive or confidential HHSC/DSHS information	100% of the time, notification will occur within two (2) hours to DSHS PM, DSHS Information Security Officer, and any other HHSC/DSHS designated personnel, following Contractor's discovery or reasonable belief that there has been unauthorized access, disclosure, compromise, or loss of sensitive or confidential HHSC/DSHS information.
Written report detailing the circumstances of the security incident	100% of the time, a written report to DSHS Information Security Officer detailing the circumstances of the incident within twenty-four (24) hours of the discovery or reasonable belief of a security incident.
Ongoing status of investigation after the initial notification of unauthorized access, disclosure, compromise, or loss of sensitive or confidential HHSC/DSHS information	100% of the time, a written report of the status of the investigation provided no later than noon CT each day to DSHS Information Security Officer until the investigation is complete.

2.39.3 Remedies for Non-Compliance with Service Levels for TxEVER System

The Contractor shall include remedies for non-compliance with the service levels stated in paragraph 2.36. System Agency and the Contractor will mutually determine these remedies. Remedies will be assessed based on conformance with the target metrics as reflected in the monthly Services Metrics Report as required in 2.39.2.

2.39.4 TxEVER Application Support Responsibilities

A. TxEVER Application Support will commence on the mutually agreed upon Go-Live date and beginning of the 90-calendar-day Performance Period and continue for the life of the contract.

B. TxEVER Application Support will be provided and, at a minimum, include the services stated below.

C. Technical Services

The Contractor shall provide Technical Services for all application modules and environments that include, but are not limited to, the following, which are subsequently described in further detail:

1. Execution of Post Go-Live Stabilization Plan;
2. Application Development Support;
3. Functional and Technical Application Support;
4. System Software Administration and Support;
5. Database Administration; and
6. Upgrade Management.

D. Application Development Support Services

The Contractor shall provide Application Development Support Services which include, but are not necessarily limited to, the following:

1. Research;
2. Analysis;
3. Design;
4. Programming;
5. Testing;
6. Documentation; and
7. Implementation of enhancements.

- E. The Contractor shall utilize industry-standard SDLC processes for Application Development, which consists of the following phases:
1. Project Planning;
 2. Requirements Analysis for Software and Hardware;
 3. Design (includes development of FDDs and TDDs, using the same FDD and TDD templates);
 4. Code and Unit Test;
 5. System Test;
 6. Integration Test;
 7. User Acceptance Test;
 8. Deployment;
 9. Post-Production Support; and
 10. Maintenance.
- F. Functional and Technical Application Support Services
- The Contractor shall provide Functional and Technical Application Support Services which include, but are not limited to, the following:
1. Correcting software errors;
 2. Changing current inputs/outputs as requested;
 3. Making modifications to applications and documentation;
 4. Making changes to batch processes;
 5. Interfaces;
 6. Reports;
 7. Writing ad hoc queries; and
 8. Ensuring accurate report runs.
- G. At a minimum, the Contractor shall be responsible but not limited for the following:
1. Maintaining;
 2. Controlling;
 3. Editing;
 4. Updating;
 5. Deleting control values;
 6. Adding control values;
 7. Workflow route controls;
 8. Workflow route control profile;
 9. Workflow configurations; and
 10. Documentation.

2.40 System Software Administration and Support Services

The Contractor shall be responsible for System Software Administration and Support Services such as the following: administration, functional maintenance and technical support, software installation, configuration and troubleshooting of all System Agency TxEVER application environments.

2.40.1 Contractor Responsibilities

Once TxEVER System is in production and System Agency has accepted the system, the project moves into a production maintenance support phase. The Contractor shall be responsible for the following:

- A. The Contractor shall follow System Agency approved Change Management and Release Management processes.
- B. The Contractor shall configure and maintain database replication.
- C. The Contractor shall periodically refresh the UAT databases from production for all TxEVER UAT database environments. The Contractor and System Agency will mutually decide upon an established UAT refresh schedule. System Agency expectation is the established UAT refresh schedule will be once every three (3) to six (6) months with an added provision the Contractor shall perform an ad hoc refresh, outside the established UAT refresh schedule, within five (5) business days of written notice from System Agency.
- D. The Contractor shall maintain the System Agency TxEVER System Training Database environments, and upon request from System Agency Training, refresh the "In-Use TxEVER Training Environments" from the "Master TxEVER Training Environment" when System Agency Training needs to conduct TxEVER System training sessions.
- E. The Contractor shall provide disaster recovery testing, planning, and documentation.
- F. The Contractor shall provide change management of software development, automatic builds. Development code and related database objects will be source controlled with the approved branching methodology.
- G. The Contractor shall ensure System Agency TxEVER environments are configured in adherence to security standards established in the EISSG. Those security standards include, but may not be limited to, the following:
 - 1. TxEVER end users can only access System Agency TxEVER production or non-production environments via the System Agency TxEVER Production and UAT Portals;
 - 2. Backend 2-Tier Query access is not permitted directly into the Production databases;
 - 3. All interfaces must use ONC-approved transmission protocols;
 - 4. All database links must use encrypted communication at the database level, based on the RDBMS platform;
 - 5. Any interfaces containing PII, Confidential, or Restricted data must use PGP encryption with FIPS Mode enabled for 140-2 compliance;
 - 6. Only VSU management-approved users are allowed expanded security access to nonproduction environments for System Agency Level 1 Support analysis and testing purposes; and
 - 7. Enable a tool to capture URLs and screenshots of every navigation step an end user takes within the TxEVER production system.
- H. DSHS permits "power users" to directly query and report from the System Agency TxEVER System Reporting Database. Contractor shall be responsible for providing technical support for these "power users" when establishing their secured access to the System Agency TxEVER Reporting Databases. During

the transition phase of the project, the Contractor shall transition this support to System Agency.

- I. Contractor shall provide Database Administration Services, which will include, but not be limited to: designing, creating and maintaining databases, including table and field comments, and keeping all System Agency TxEVER System databases available and performing optimally. The Contractor shall perform a transfer of knowledge training for the System Agency DBA staff.
- J. The Contractor shall provide upgrade management. As new versions of the database or server operating systems become available, the Contractor shall upgrade the servers every five (5) years and databases and operating systems up to N-2 at no additional cost to the State provided the upgrade does not require a complete application redesign.

2.41 Supplemental Requirements

2.41.1 Performance Measures and Associated Remedies

System Agency will monitor the performance of the contract and SOW. All services and deliverables under the contract will be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice.

2.41.2 Work Products; Compliance with Standards

- A. Throughout the term of the Contract, all work products shall conform to the Texas Department of Information Resources (DIR) Texas Project Delivery Framework standards and templates. The current standards and templates are located on the DIR web site:
<http://www2.dir.state.tx.us/management/projectdelivery/projectframework/pages/framework.aspx>
- B. Any deviation from the DIR standards and templates must be approved in writing by System Agency PM. The documentation shall be kept current by Contractor and made available to System Agency in electronic format that is accessible through Microsoft Office software. Any electronic media produced during the course of the Contract shall be compatible with Microsoft Office software. System Agency reserves the right to change its office software suite and Contractor must conform to the new standard within thirty (30) calendar days after receipt of written notice by System Agency.
- C. All work products, including but not limited to electronic media and/or hard copy documentation produced as a result of the Contract, become the property of System Agency and may not be published or reproduced without the written permission of System Agency.

2.41.3 Artifacts Associated with System Agency TxEVER Application Environment

Any and all artifacts developed and paid for by System Agency specifically for the System Agency TxEVER System application environment, identified in Table 1, are state-owned and not the Contractor proprietary or intellectual property.

Therefore, for named System Agency staff:

- A. The Contractor shall provide and support secured, read-only access to all System Agency TxEVER System Feature Driven Development (FDD) and Test Driven Development (TDD) documents of the system resulting from the COTS to MOTS customization activities.
- B. The Contractor shall provide and support secured, read-only access to all System Agency TxEVER System application environment file systems, including production, that contain files such as Tableau programs, archived incoming and outgoing interface files, etc.
- C. The Contractor shall create, maintain and refresh from the System Agency TxEVER System Production system (as requested by System Agency), and provide access to a special System Agency TxEVER development region whereby named System Agency staff can create, modify and test System Agency -specific TxEVER System interfaces and reports. Processes and procedures for managing this special development region shall be defined, documented and approved by the Contractor and System Agency. Any migration of code objects developed and tested by named System Agency staff to the System Agency TxEVER System Production system shall follow a defined process the Contractor and System Agency have documented and approved.
- D. The Contractor shall provide and support secured, read-only access to any existing log files in the file system as part of the production and non-production System Agency TxEVER System application environments.
- E. The Contractor shall provide and support secured, read-only access to any existing log files generated from any third-party support tool in the production and non-production System Agency TxEVER System application environments.

2.41.4 Audit, Open Record Requests and Investigations Support

The Contractor shall assist System Agency in promptly complying with audits, open records requests and investigations conducted by any third-party or System Agency -internal auditing body. Assistance may include, but not necessarily be limited to providing the following:

- A. System Agency TxEVER system security information;
- B. System Agency TxEVER data requests; and
- C. System Agency TxEVER application support processes and procedures.

In order to comply with any findings cited during an audit conducted by any third-party or System Agency -internal auditing body, the Contractor shall invoke System Agency -approved, security-related changes associated with the TxEVER System production and non-production application environments. Examples of security-related changes may include, but not necessarily be limited to the following:

- A. New system password expiration rules;

- B. Limitations on the number of individuals having root directory access;
- C. Limitations on the number of individuals having access to generic, super-user accounts
- D. User Authentication;
- E. Limitations of the number of individuals have update privileges to TxEVER production environments; and
- F. Database password rules.

2.41.5 TxEVER System Escrow Agreement

- A. The Contractor shall establish and maintain an escrow account and associated agreement throughout the contract period of performance. The intent of the escrow agreement is to provide and maintain accurate and up-to-date information on all Contractor or 3rd party owned materials which are part of the TxEVER turn-key system.
- B. The escrow account shall be populated with materials of sufficient detail to allow System Agency to assume 100% operational control, management, upgrade, and or maintenance of the TxEVER turn-key system in the event of an escrow release condition event during the contract period of performance.
- C. CDID D036 TxEVER System Escrow Account Report:
The Contractor shall deliver the initial CDID D036 90 days ACA and provide updates A/R throughout the contract period of performance.

2.41.6 Retainage

- A. During the implementation phase of the TxEVER contract, System Agency will withhold twelve percent (12%) payment from the Contractor monthly invoices for completed Milestone Deliverables as Retainage.
- B. Following System Go-Live and During the 90-day System Performance Period the Contractor shall submit CDID reports in accordance with the Table 1. The System Agency may assess Remedies for failure to meet the required Key Service Levels equal to the actual damage to the System Agency. Remedies will be assessed in accordance with paragraph 2.38. Any assessed remedies will be deducted from the retainage account as mutually agreed by the System Agency and the Contractor.
- C. The Retainage, less any assessed deductions, will be paid to the Contractor upon acceptance of the TxEVER System at the completion of the Performance Period. As stated in paragraph 2.41.6, the Retainage account value will be partially or fully forfeited, along with any other actual damages, if the TxEVER System is not accepted by the System Agency or is conditionally accepted at the completion of the Performance Period, or the Contractor fails or stops performing to the contract.

2.41.7 Invoicing

Full invoicing requirements will be provided to the Contractor upon commencement of the contract. In addition, the following invoicing requirements will also apply. System Agency will not make payment on any invoice containing omissions or errors. Contractor shall submit invoices to:

Invoice-DSHS Fiscal Claims
Department of State Health Services
Claims Unit
Mail Code 1940
PO Box 149347
Austin TX 78714
United States
Phone: 512-776-3210
Fax: 512-458-7442

Or

By Email: invoices@dshs.state.tx.us unless otherwise directed by System Agency.

2.41.8 TxEVER Implementation Phase Invoicing

- A. The Contractor may submit an invoice for all unpaid completed milestone events in which System Agency has provided written acceptance for the amounts listed in contract Exhibit J – Milestones and Associated Payments.
- B. In addition to meeting System Agency's requirements for a valid invoice, the invoice must include:
 - 1. An itemized list of each System Agency accepted deliverable which the Contractor is seeking payment. Each itemized deliverable must map back to the approved schedule of milestone events and associated deliverables;
 - 2. Provide the agreed upon firm fixed cost for each deliverable being invoiced;
 - 3. Provide a subtotal of the gross invoice amount;
 - 4. Provide the 12% Retainage amount that applies to the invoice;
 - 5. Provide the net invoice amount (Firm Fixed Price for all invoice deliverables less the 12% Retainage);
 - 6. The invoice must be submitted with a copy of System Agency's written acceptance of each deliverable being invoiced.

2.41.9 TxEVER Maintenance Support Phase Invoicing

- A. The Contractor may submit a monthly invoice for TxEVER System Application Support Services performed during the preceding month.
- B. Submission of the invoice may not precede delivery of the monthly Service Metrics Report to System Agency for the month being invoiced and System Agency's assessment of any remedies due to System Agency as stated in paragraph 2.3.8.
- C. In addition to meeting System Agency's requirements for a valid invoice, the invoice must include:
 - 1. The Monthly Service Period for which the invoice is being submitted;
 - 2. Provide the required documentation stated below under Monthly Service Cost;

3. The invoice amount for the monthly TxEVER System Application Support Services shall be equal to the stated Firm Fixed Price for the monthly service as stated in the Contract; or
4. A listing of any remedies and the applicable amount (s) that were assessed during the Monthly Service Period being invoiced;
5. The net invoice amount for the monthly TxEVER System Application Support Services less any remedies that were assessed.

2.41.10 Invoice Retainage Instructions

- A. Retainage may be invoiced upon System Agency's written acceptance of the TxEVER turn-key system as stated in paragraph 2.25.
- B. In addition to meeting System Agency's requirements for a valid invoice, the invoice must include:
 1. A listing of the amount retained from each invoice paid during the TxEVER project Implementation Phase with reference to the applicable invoice number;
 2. A listing of any assessed deductions from the retainage account for failure to perform, or provide an approved required deliverable in accordance with the approved schedule, or Service Level remedy as stated in paragraph 2.38;
 3. The net invoice amount for Retainage.

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Health and Human Services Commission
HHSC Uniform Terms and Conditions - Vendor
Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

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

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

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

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

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

“Deliverable” means a work product prepared, developed, or procured by Contractor as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

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

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

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

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

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

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

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Contractor, collectively.

“[Party](#)” means either the System Agency or Contractor, individually.

“[Project](#)” means the goods or Services described in the Signature Document or a Work Order of this Contract.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Scope of Work](#)” means the description of Services and Deliverables specified in the Contract as may be amended.

“[Services](#)” means the tasks, functions, and responsibilities assigned and delegated to Contractor under the Contract.

“[Signature Document](#)” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“[Solicitation](#)” means the document issued by the System Agency under which the goods or services provided under the Contract were initially requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“[Solicitation Response](#)” means Contractor’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“[State Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[State of Texas Textravel](#)” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“[Subcontract](#)” means any written agreement between Contractor and a third party to fulfill the requirements of the Contract. All Subcontracts are required to be in writing.

“[Subcontractor](#)” means any individual or entity that enters a contract with the Contractor to perform part or all of the obligations of Contractor under this Contract.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Contractor.

“[Work](#)” means all Services to be performed, goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed, including Deliverables.

“[Work Order](#)” means an individually negotiated document that is executed by both Parties and which authorizes a Project, if any, in an indefinite quantity Contract.

1.02 Interpretive Provisions

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

- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

ARTICLE II. CONSIDERATION

2.01 Prompt Payment

The System Agency will pay Contractor in accordance with the Prompt Payment Act, Texas Government Code, Chapter 2251.

2.02 Expenses

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

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

2.03 Work Orders

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

- a. Upon identification of a Project, the System Agency will request that Contractor submit a proposal, including pricing and a project plan, to System Agency.
- b. If Contractor is selected to carry out an individual Project, a Work Order will be issued. Multiple Work Orders may be issued during the term of this Contract, all of which will

be in writing and signed by the Parties. Each Work Order will include a scope of services; a list of tasks required; a time schedule; a list of Deliverables, if any; a detailed Project budget; and such other information or special conditions as may be necessary for the work assigned.

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

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Contractor will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Contractor acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Contractor to offset overpayments made to the Contractor. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Contractor understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Contractor further understands and agrees that reimbursement of such disallowed costs will be paid by Contractor from funds which were not provided or otherwise made available to Contractor under this Contract.

ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

4.01 Warranty

Contractor warrants that all Work under this Contract will be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; will conform to or exceed the specifications set forth in the Contract; and will be fit for ordinary use, of good quality, and with no material defects. If Contractor fails to complete Work timely or to perform satisfactorily under conditions required by this Contract, the System Agency may require Contractor, at its sole expense, to:

- a. Repair or replace all defective or damaged Work;
- b. Refund any payment received for all defective or damaged Work and, in conjunction therewith, require Contractor to accept the return of such Work; and
- c. Take necessary action to ensure that future performance and Work conform to the Contract requirements.

4.02 General Affirmations

Contractor further certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Contractor is in compliance with each of the requirements reflected therein.

4.03 Federal Assurances

Contractor further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Contractor is in compliance with each of the requirements reflected therein.

4.04 Federal Certifications

Contractor further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Contractor is in compliance with each of the requirements reflected therein. **In addition, Contractor certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE V. OWNERSHIP AND INTELLECTUAL PROPERTY

5.01 Ownership

The System Agency will own, and Contractor hereby assigns to the System Agency, all right, title, and interest in all Work.

5.02 Intellectual Property

- a. To the extent any Work results in the creation of Intellectual Property, all right, title, and interest in and to such Intellectual Property will vest in the System Agency upon creation and will be deemed to be a “work made for hire” and made in the course of the services rendered pursuant to this Contract.
- b. To the extent that title to any such Intellectual Property may not by law vest in the System Agency, or such Intellectual Property may not be considered a “work made for hire,” all rights, title, and interest therein are hereby irrevocably assigned to the System Agency. The System Agency will have the right to obtain and to hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protection as may be appropriate to the subject matter, including extensions and renewals thereof.
- c. Contractor must give the System Agency and the State of Texas, as well as any person designated by the System Agency or the State of Texas, all assistance required to perfect

the rights defined herein without any charge or expense beyond the stated amount payable to Contractor for the services authorized under this Contract.

ARTICLE VI. RECORDS, AUDIT, AND DISCLOSURE

6.01 Books and Records

Contractor will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Contractor will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

6.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Contractor and any of Contractor's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Contractor will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Contractor will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

6.03 Response/compliance with audit or inspection findings

- a. Contractor must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Contractor or its Subcontractor's sole expense. Whether Contractor's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Contractor must provide to HHSC upon request a copy of those portions of Contractor's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

6.04 SAO Audit

Contractor understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Contractor agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Contractor and the requirement to cooperate is included in any Subcontract it awards.

6.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Contractor agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Contractor. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

6.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Contractor must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VII. CONTRACT MANAGEMENT AND EARLY TERMINATION

7.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Contractor to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Contractor found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of Work;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

7.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

7.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

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

b. Failure to Maintain Financial Viability

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

7.04 Contractor responsibility for associated costs.

If the System Agency terminates the Contract for Cause, the Contractor will be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Contractor. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation that is reasonably attributable to Contractor's failure to perform any Work in accordance with the terms of the Contract.

7.05 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

8.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

8.02 Insurance

Unless otherwise specified in this Contract, Contractor will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Contractor will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Contractor will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Contractor must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Contractor and its Subcontractors, if any. Contractor is responsible for ensuring its Subcontractors' compliance with all requirements.

8.03 Legal Obligations

Contractor will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Contractor will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

8.04 Permitting and Licensure

At Contractor's sole expense, Contractor will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or Services required by this Contract. Contractor will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Contractor agrees to be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

8.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, CONTRACTOR WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- **CONTRACTOR'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF CONTRACTOR, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- **ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY CONTRACTOR, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF CONTRACTOR, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- **EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST CONTRACTOR, ITS OFFICERS, OR ITS AGENTS; OR**
- **WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

CONTRACTOR WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

8.06 Assignments

Contractor may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Contractor from its obligations under the Contract.

Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

8.07 Subcontracts

Contractor will be responsible to the System Agency for any Subcontractor's performance under this Contract. Nothing in this Contract will be construed to relieve Contractor of the responsibility for ensuring that the goods delivered or services rendered by Contractor or any of its Subcontractors comply with all the terms and provisions of this Contract. Contractor will provide written notification to the System Agency of any Subcontractor receiving compensation of **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** or more of the Work under this Contract, including the name and taxpayer identification number of Subcontractor, the task(s) being performed, and the number of Subcontractor employees expected to perform Services.

8.08 HUB/Mentor Protégé

In accordance with State law, it is the System Agency's policy to assist HUBs whenever possible in providing goods and services to the System Agency. The System Agency encourages those parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting Subcontractors to assist in fulfilling their obligations with the System Agency. In addition to information required by this Contract, the contracting Party will provide the procurement department of the System Agency with pertinent details of any participation by a HUB in fulfilling the duties and obligations arising hereunder.

The System Agency encourages the Parties it contracts with to partner with certified HUBs that participate in the Texas Comptroller of Public Accounts' Mentor Protégé Program.

8.09 Relationship of the Parties

Contractor is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other Party.

Contractor will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Contractor's employees for all Services performed;
- b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;

- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

8.10 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

8.11 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Contractor irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

8.12 Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

8.13 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

8.14 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

8.15 Dispute Resolution

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

8.16 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

8.17 Publicity

Except as provided in the paragraph below, Contractor must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Contractor may publish, at its sole expense, results of Contractor performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

8.18 Prohibition on Non-compete Restrictions

Contractor will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

8.19 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

8.20 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

8.21 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

8.22 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor with respect to compensation.

8.23 Employment Verification

Contractor will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

8.24 Civil Rights

- a. Contractor agrees to comply with state and federal anti-discrimination laws, including:
- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 - (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - (3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 - (4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - (5) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - (6) Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 - (7) The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- c. Contractor agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml
- d. Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Contractor will provide HHSC Civil Rights Office with copies of all of the Contractor's civil rights policies and procedures.

- f. Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

EXHIBIT H GENERAL AFFIRMATIONS

GENERAL AFFIRMATIONS

By entering into this Contract, Contractor affirms, without exception, as follows:

1. Contractor represents and warrants that these General Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, Subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract.
2. Contractor represents and warrants that all statements and information provided to the Enterprise Agency are current, complete, and accurate. This includes all statements and information relating in any manner to this Contract and any solicitation resulting in this Contract.
3. Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
4. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Section 2155.006, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
6. Under Section 2261.053, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
7. Under Section 231.006, Texas Family Code (relating to delinquent child support), Contractor certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
8. Contractor certifies that: (a) the entity executing this Contract; (b) its principals; (c) its Subcontractors; and (d) any personnel designated to perform services related to this Contract are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or Agency. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.

9. Contractor certifies that it, its principals, its Subcontractors, and any personnel designated to perform services related to this Contract are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity.
10. Contractor certifies it is in compliance with all State of Texas statutes and rules relating to procurement; and that (a) the entity executing this Contract; (b) its principals; (c) its Subcontractors; and (d) any personnel designated to perform services related to this Contract are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM/>, which Contractor may review in making this certification. Contractor acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.
11. In accordance with Texas Government Code Section 669.003 (relating to contracting with the executive head of a state agency), Contractor certifies that it (1) is not the executive head of the Enterprise Agency; (2) was not at any time during the past four years the executive head of the Enterprise Agency; and (3) does not employ a current or former executive head of the Enterprise Agency.
12. Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
13. Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
14. Contractor represents and warrants that it will comply with Texas Government Code Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.
15. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Contractor will not allow any former employee of the Enterprise Agency to perform services under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the Enterprise Agency.
16. Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of the Enterprise Agency who during the period of state service or employment participated on behalf of the Enterprise Agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the officer's or employee's service or employment with the Enterprise Agency ceased.

17. Contractor understands that the Enterprise Agency does not tolerate any type of fraud. The Enterprise Agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Contractor agrees to comply with all applicable laws, rules, regulations, and Enterprise Agency policies regarding fraud including, but not limited to, HHS Circular C-027.
18. Contractor represents and warrants that it has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Contractor hereby assigns to Enterprise Agency any claims for overcharges associated with this Contract under 15 U.S.C. § 1, *et seq.*, and Texas Business and Commerce Code § 15.01, *et seq.*
19. Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included numbered paragraph 1 of these General Affirmations within the five (5) calendar years immediately preceding the execution of this Contract that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to the Enterprise Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to the Enterprise Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to the Enterprise Agency's consideration of entering into this Contract. In addition, Contractor represents and warrants that it shall notify the Enterprise Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update the Enterprise Agency shall constitute breach of contract and may result in immediate termination of this Contract.
20. Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.
21. Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.
22. Contractor represents and warrants that the individual signing this Contract is authorized to sign on behalf of Contractor and to bind Contractor.

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EXHIBIT I SUPPLEMENTAL & SPECIAL CONDITIONS

ATTACHMENT
SUPPLEMENTAL & SPECIAL CONDITIONS

SUPPLEMENTAL CONDITIONS

The Uniform Terms and Conditions are modified as follows:

Section 2.03, Work Orders, is deleted in its entirety.

Section 4.03, Federal Assurances, is deleted in its entirety.

Section 4.04, Federal Certifications, is deleted in its entirety.

Article V., Ownership and Intellectual Property, is deleted in its entirety and replaced with the following:

Section 5.01 Ownership

The System Agency will own all tangible deliverables, as defined in Table 1 of Exhibit A, Statement of Work, provided by Contractor in performing Work under this Contract.

Section 5.02 Intellectual Property

- a. The System Agency and Contractor shall retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to use Contractor's pre-existing Intellectual Property is incorporated into this Contract.
- b. Contractor grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Contractor in the performance of services under this Contract for the term of this Contract. Contractor shall retain ownership of, and unrestricted right to use, any of its Intellectual Property.
- c. In the event of the termination of this Contract by the System Agency under Section 7.03, Termination for Cause, the license granted by Contractor under Subsections A or B, above, will extend to August 31, 2027.

Subsection 7.03.b, Termination for Cause, Failure to Maintain Financial Viability, is deleted in its entirety and replaced with the following:

The System Agency may terminate the Contract upon the institution of bankruptcy proceedings by or against the Contractor.

Section 8.10, Technical Guidance Letters, is deleted in its entirety.

Section 8.17, Publicity, is deleted in its entirety and replaced with the following:

Except as provided below, Contractor must not use the name or, or directly or indirectly refer to the System Agency, the State of Texas, or any other State agency in any media (print, broadcast, or internet) release, public announcement, or public disclosure relating to this Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Contractor may publish, at its sole expense, results of Contractor performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication, (written, visual, or sound) will acknowledge the support received from the System Agency.

Section 8.18, Prohibition on Non-compete Restrictions, is deleted in its entirety.

SPECIAL CONDITIONS

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In addition to the Uniform Terms and Conditions as modified by the above Supplemental Conditions, the following apply to the Contract:

Section 1.01 Notice of Legal Matter or Litigation.

Contractor shall notify the contract manager assigned to this Contract of any litigation or legal matter related to or affecting this Contract within seven calendar days of becoming aware of the litigation or legal matter.

Section 1.02 Notice of a Contract Action.

Contractor shall notify their assigned contract manager assigned to the contract if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

- a. Reason for such action;
- b. Name and contact information of the local, state or federal department or agency or entity;
- c. Date of the contract;
- d. Date of suspension or termination; and
- e. Contract or case reference number.

Section 1.03 Notice of Bankruptcy.

Contractor shall notify in writing their assigned contract manager assigned of its plan to seek bankruptcy protection within five days of such action by Contractor.

Section 1.04 Notice of Criminal Activity and Disciplinary Actions.

- a. Contractor shall immediately report in writing their contract manager when the Contractor has knowledge or reason to believe any that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, subcontractor or volunteer that is providing services under this Contract has engaged in any activity that:
 1. Would constitute a criminal offense equal to or greater than a Class A misdemeanor; and
 2. Reasonably would constitute grounds for disciplinary action by a state or federal regulatory authority; or
 3. Has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
- b. Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by DSHS.

Section 1.05 Notice of IRS or TWC Insolvency.

Contractor shall notify in writing their assigned contract manager their insolvency, incapacity or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission within 5 days of the date of becoming aware of such.

Section 1.06 Electronic and Information Resources Accessibility and Security Standards.

a. Applicability.

The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Contractor performs services that include EIR that DSHS employees are required or permitted to access or members of the public are required or permitted to access.

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This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement.

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

b. Definitions.

For purposes of this Section:

“Accessibility Standards” means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

“Electronic and Information Resources” means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

“Electronic and Information Resources Accessibility Standards” means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.

“Product” means information resources technology that is, or is related to EIR.

“Web Site Accessibility Standards/ Specifications” means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements.

Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, DSHS must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Contractor must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. Evaluation, Testing, and Monitoring.

1. DSHS may review, test, evaluate and monitor Contractor's Products and services, as well as associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing. Neither the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Contractor's assertion of compliance with the Accessibility Standards.
2. Contractor agrees to cooperate fully and provide DSHS and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. Representations and Warranties.

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1. Contractor represents and warrants that as of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing.
 2. In the event Contractor becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Contractor represents and warrants that it will, in a timely manner and at no cost to DSHS, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.
 3. Contractor acknowledges and agrees that these representations and warranties are essential inducements on which DSHS relies in awarding this Contract.
- e. **Remedies.**
1. Under Tex. Gov't Code § 2054.465, neither the Contractor nor any other person has cause of action against DSHS for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.
 2. In the event of a breach of Contractor's representations and warranties, Contractor will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which DSHS may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which DSHS may be entitled under this Contract and other applicable law.

Section 1.08 Enhanced Monitoring.

The Contract is subject to enhanced monitoring, as defined in Tex. Gov't Code § 2261.253. Accordingly, Contractor will:

- a. Comply with the System Agency's written Enhanced Monitoring Plan;
- b. Comply with the System Agency's written Communication Plan;
- c. Participate in the Contractor orientation, which will occur within thirty (30) days of the effective date of this Contract;
- d. Submit status/progress reports on a not less than monthly basis;
- e. Participate in not less than two Contract reviews per year; and
- f. Participate in any additional analysis and action resulting from a review described in Subsection e, above.

Section 1.09 System Agency Caused Delay.

To the extent a delay in the performance of services under this Contract is solely the result of the action or inaction of the System Agency, such delay will not be the basis for a claim of damages against the Contractor.