



Cecile Young, Acting Executive Commissioner

**Request for Offer (RFO)
for
Health Registries Software Development and Maintenance Services (HRSD&MS)
RFO No. HHS0001166**

**Date of Release: 7/2/2018
Responses Due: 7/16/2018**

**NIGP Code: 920-45 *Software Maintenance and Support Services
920-46 *Software Updating and Upgrading Services**

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ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

1.1 EXECUTIVE SUMMARY

The State of Texas, by and through the Department of State Health Services (DSHS), seeks a qualified Vendor which provides the Maven software product and associated development and maintenance services. The Maven software product is proprietary software owned by Conduent Public Health Solutions Inc. Qualified Vendor must provide software development, technical support, maintenance, and ongoing support services for the Texas Health Registries in accordance with the Scope of Work (SOW) and other requirements contained in this Proprietary Request for Offer (RFO). The RFO includes this document, Attachments, Addenda, Exhibits, and other documents expressly designated by DSHS as part of the RFO.

To be considered for award, Vendors must execute **Exhibit A, Affirmations and Solicitation Acceptance** and **Exhibit A2, Non-Construction Federal Assurances and Lobbying Certification**, of this Solicitation and provide all other required information and documentation as set forth in this Solicitation.

Information regarding Department of State Health Services and its programs is available online and can currently be accessed at: <http://www.dshs.texas.gov/>

For definition and terms used in this RFO, refer to **Attachment C - DSHS Health Registries Acronyms and Glossary**, **Exhibit C2 - Uniform Terms and Conditions**, and **Exhibit C1 – HHSC Special Conditions**.

1.2 POINT OF CONTACT

Except as provided in section 3.5.3, the sole point of contact for inquiries concerning this offer is:

Mark Cooper
Procurement and Contracting Services (PCS)
Texas Health and Human Services Commission
1100 W 49th St
Mail Code: 2020
Austin, TX 78756
Phone: 512-406-2410
Email: Mark.Cooper@hhsc.state.tx.us

All communications relating to this offer will be directed to the HHSC point of contact, except as otherwise provided in section 3.5.3. All communications between Vendors and DSHS or DSHS staff members concerning this offer is prohibited. **FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN PROPOSAL DISQUALIFICATION.**

1.3 AUTHORITY

The System Agency is soliciting the services listed herein under Title 10, Subtitle D of the Texas Government Code, in particular Texas Government Code, Section 2155.144.

1.4 PROPRIETARY SOFTWARE

The Department of State Health Services has determined that the requested items in this RFO refer to the Maven product which is proprietary to Conduent Public Health Solutions Inc. These specifications are being advertised under Section 2155.067 of the Texas Government Code. Only bids on items conforming exactly to these specifications, which include proposing only the brand name(s), make and model number(s) specified, will be considered in determining an award. However, DSHS strongly encourages offers from all qualified Vendors that may be able to provide the requested items. Minimum qualifications are located in Section 4.1.2.

1.5 DSHS BACKGROUND

House Bill 2292 of the 78th Texas Legislature created the Department of State Health Services in 2003 through the merging of four state agencies: the Texas Department of Health, Texas Department of Mental Health and Mental Retardation, Texas Health Care Information Council, and Texas Commission on Alcohol and Drug Abuse.

The Department of State Health Services mission is to improve the health, safety and well-being of Texans through good stewardship of public resources, and a focus on core public health functions. DSHS is responsible for maintaining multiple health and disease registries. The goals of DSHS are to:

- Improve health through prevention and population health strategies
- Enhance public health response to disasters and disease outbreaks
- Reduce health problems through public health consumer protection
- Expand the effective use of health information

1.6 TEXAS HEALTH REGISTRIES BACKGROUND

The Health Registries includes, but is not limited to, the following:

EMS and Trauma Registries - The EMS & Trauma Registries (EMSTR) is made up of five subdivisions: EMS; Traumatic Brain Injury; Spinal Cord Injury; Submersion; and other acute Traumatic Injury. The EMSTR is a statewide passive surveillance system that collects reportable event data from EMS providers, hospitals, Justices of the Peace, Medical Examiners, and rehabilitation facilities. Texas is home to one of the largest EMS registries in the United States with more than 3.1 million EMS runs received annually.

Birth Defect Registry - The Texas Birth Defects Registry (TBDR) collects, manages, analyzes, and disseminates population-based data on the occurrence of birth defects in Texas. These data are used to identify and describe the patterns of birth defects in Texas, for epidemiological studies on birth defects, and to conduct cluster investigations and family outreach initiatives. Through multiple sources of information, the program monitors all births in Texas (approximately 340,000 each year) and identifies cases of birth defects.

Blood Lead Registry -The Texas the Blood Lead Registry (TBLR) supports a program which maintains a surveillance system of all blood lead test results for individuals in Texas. Each year, thousands of Texans are identified with blood lead levels above the

reference level set by the Centers for Disease Control and Prevention (CDC). Because lead is a neurotoxin, even low levels can cause adverse health effects in children and adults. The Blood Lead Surveillance (BLS) program works to prevent lead exposure through education and the promotion of safe homes and workplaces. The program also promotes early detection of lead exposure and provides follow up for children with elevated blood lead levels. Through these activities, the BLS program remains committed to preventing new cases of lead poisoning and safeguarding the health of families in Texas.

- a. Texas Childhood Lead Poisoning Prevention Program (TXCLPPP) maintains a surveillance system of blood lead results on children younger than 15 years of age. Texas law requires reporting of blood lead tests, elevated and non-elevated, for children younger than 15 years of age. Physicians, laboratories, hospitals, clinics, and other healthcare facilities must report all blood lead tests to the Texas Child Lead Registry.
- b. Adult Blood Lead Epidemiology and Surveillance Program (ABLES) maintains a surveillance system of blood lead test results on individuals 15 years of age and older. Laboratories and physicians are required by the Texas Reportable Occupational Conditions Act to report all blood lead levels.
- c. Both the TXCLPPP and the ABLES programs provide their respective surveillance information in a consolidated case coordination component of the TBLR called Child Adult Blood Lead Evaluation System (CABLES).

Texas Healthcare Safety Network Registry (TxHSN) – comprises health care safety data including Health Care-Associated Infections (HAI) and Preventable Adverse Events (PAE) for the purpose of public reporting related to preventable infections and adverse events. DSHS created a system to track HAIs and PAEs that occur in healthcare facilities. General hospitals and surgery centers are required to report the following:

- a. Central line associated bloodstream infections (CLABSIs): These are infections in the blood associated with placement of a central line (intravenous tube that carries medicine and other treatments into a patient's body) in a patient.
- b. Catheter associated urinary tract infections (CAUTIs): These are infections in a patient's urinary tract (often referred to as a urinary tract infection or UTI) associated with placement of a tube in a patient that allows urine to pass out of the patient.
- c. Surgical Site Infections (SSIs): These infections happen in a patient's body after the patient has surgery.
- d. Preventable Adverse Events (PAEs): These events are a negative consequence associated with receipt of care in a facility that results in an unintended severe harm or death that could have been prevented.

TB-HIV-STD Integrated System (THISIS) Registry – comprises information on Tuberculosis (TB), Human Immunodeficiency Virus (HIV) and Sexually Transmitted Diseases (STD).

Tuberculosis, HIV, and STD public health programs use information systems to track and attempt to control the spread of disease. Those systems store disease and case management data from the first positive test to follow up doctor's visits and information on other people who may have been exposed. This data helps public health programs identify and notify those who may have been exposed, track the epidemics, plan resource allocation, and design interventions.

In Texas, the Department of State Health Services and local and regional health jurisdictions track and report disease information in a variety of methods:

- a. TB records are reported into the DSHS THISIS registry
- b. HIV cases are documented on paper and then hand-entered to a DSHS central system called Enhanced HIV/AIDS Reporting System (eHARS)
- c. Other STDs will be reported into THISIS registry. The goals of this registry are to:
 - i. Integrate the reporting and tracking processes for TB, HIV and STD to a single interface that will be accessible by local and regional health jurisdictions and select providers.
 - ii. Enable real-time reporting and management of diseases, removing communication barriers between DSHS and other reporting agencies as well as between entities responsible for different disease areas.
 - iii. Deploy a modernized system that will reduce, streamline and consolidate the current systems which allows for continuous system improvements as technological and organizational institutional changes occur.

ARTICLE II. SCOPE OF WORK

2.1 INTERPRETIVE CONDITIONS

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

2.2 SCOPE OF WORK

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

2.2.1 Project Schedule

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

Table 1 - Project Schedule

Phase/ Milestone	Duration	Anticipated Start Date	Anticipated End Date	Comments
Base Contract Term	Three (3) years	9/01/2018	8/30/2021	
Transition Phase using base term.	Six (6) months	09/01/2018	02/28/2019	If new *Vendor is involved they are responsible for coordinating the transition responsibilities from the incumbent contractor. Reference section 2.3.2 *Incumbent Vendor does not include Transition in this proposal.
Operations Phase	One (1) year	10/01/2018	8/30/2021	Vendor begins Operations Phase.
Turnover Services	Six (6) months prior to the end of the Contract Term, which may include any optional renewal periods or within three (3) months of DSHS's request for Contract termination. This assumes operations continue through this phase until contract closeout.			Turnover occurs at the end of this contract or when DSHS requests the start of the turnover phase. Commence Turnover 3/1/2021.
Optional Contract Extensions	Up to two (2) additional one (1) year periods			Extension Period one (1) Year Extension Period two (1) Year

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

2.3 COMMON ACROSS REGISTRIES (CAR)

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

2.3.1 Transition Services Subdomain (TRA)

Transition activities, when applicable, occur between the Contract award date and the Contractor’s operation start date. This includes all project management activities required. The Contractor must provide the finalized Transition Project Work Plan within seven (7) calendar days of the Transition Start Date. Revision to the Transition Project Work Plan requires DSHS’s written approval. The primary requirements of the Transition Phase are to:

- 1. Ensure a smooth transition of responsibilities from the incumbent contractor.
- 2. Complete knowledge transfer from the incumbent contractor to the Vendor during the transition period.
- 3. Demonstrate the Vendor’s ability to perform all operational activities including, but not limited to, the DSHS test environment.
- 4. Adhere to specific transition requirements (see *Table 2 - Transition Services Requirements*) and provide transition performance measures.
- 5. Establish Project Management transition personnel, including development of transition project deliverables. To ensure a successful transition of services from the incumbent contractor and effectively manage all Vendor activity described in the document, the Vendor must establish a Project Manager (PM).

The Vendor will provide plans and required deliverables for approval by DSHS prior to commencement of Operations. All artifacts will be accessible throughout the life of the Contract. For Transition deliverables, refer to **Exhibit J - Health Registries Deliverables**. DSHS must accept all Transition deliverables in writing.

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

Table 2 - Transition Services Requirements

Req ID	Transition Services Requirements
TRA-SER-001	Ensure a successful transition of services from the incumbent contractor for DSHS Health Registry Maintenance, Enhancements, and Support service to the Vendor.

Req ID	Transition Services Requirements
TRA-SER-002	Submit and adhere to the State-approved Transition Plan which includes, but is not limited to, the following: <ol style="list-style-type: none"> Establish the Vendor's PM On-boarding of the Project Personnel Begin the scheduled on-boarding and/or transfer of technical resources Complete the knowledge transfer from the incumbent contractor Demonstrate the Vendor's ability to perform all operational activities in a controlled environment
TRA-SER-003	Provide the following transition deliverables: <ol style="list-style-type: none"> Finalized Transition Project Work Plan Transition Weekly Status Report Readiness Assessment Plan (Plan for demonstrating all personnel, processes, and systems are in place and ready for service delivery) Readiness Assessment Results Report Finalized Project Management (PM) Plans (Plans required for Day 1 Operations)
TRA-SER-004	Submit the Transition Project Work Plan for approval within seven (7) calendar days from Transition Start Date.
TRA-SER-005	Provide progress against the State-approved Transition Project Work Plan for each task through written status reports and at progress meetings with DSHS on a State-approved schedule.
TRA-SER-006	Assume responsibility for all open Change Requests for the Maven software reported and logged into JIRA, HP PPM or any other State-approved tool.
TRA-SER-007	Provide the PM Team and other key project personnel based in Austin, Texas, within seven (7) calendar days from the Contract Execution Date, and coordinate with DSHS to define all activities through the first ninety (90) calendar days after Transition Start Date.
TRA-SER-008	Provide all completed Transition milestones per the deadline in the State-approved Transition Project Work Plan, including any additional activities needed to satisfy Readiness Assessment Plan requirements.
TRA-SER-009	The Vendor must work with DSHS to effectively leverage the incumbent contractor's turnover plan. The Vendor must have a sound plan to organize, create, capture, track, and distribute knowledge to ensure availability to their staff throughout the term of the contract.
TRA-SER-010	For any new registries or removal of existing registry, the vendor will provide a transition plan with appropriate milestones for state approval.

2.3.2 Application Security Requirements (ASR)

The Vendor is expected to use their professional judgment in managing risks to the information, systems and applications they support. All security controls must be proportional to the confidentiality, integrity, and availability requirements of the data processed by the system. Application security from an application/software security perspective, the general security

requirements must capture proper session, error and configuration management needs. See *Table 3 - Application Security Requirements*. Application Security Requirements include, but are not limited to the following:

Table 3 - Application Security Requirements

Req ID	Application Security Requirements
SEC-SER-001	Vendor must have current security standards in place for the application. For a list of security controls, refer to Exhibit K - Health Registries Security Requirements .
SEC-SER-002	Vendor must contact DSHS within one business day with a security report after finding any software vulnerability or exploits in the Vendor's application along with an immediate plan to stop the issue and follow up with a corrective action report outlining all mitigation steps taken to prevent future vulnerabilities. Refer to Attachment B3 -Key Performance Measures and Liquidated Damages .
SEC-SER-003	All Texas HHS contracts - In accordance with Title 1, Texas Admin. Code § 202.26, State agencies are required to define mandatory security controls. See the attached HHS Information Security and Privacy Initial Inquiry Requirements document for a detailed list of requirements. Refer to Exhibit K - Health Registries Security Requirements .
SEC-SER-004	All Texas HHS contracts that create, store, process, or maintain Texas HHS confidential data or higher, Vendor and its subcontractors must agree to, and comply with Exhibit D - HHSC Data Use Agreement (DUA) and Exhibit E - Security and Privacy Initial Inquiry (SPI) .
SEC-SER-005	The Vendor must incorporate secure coding standards as non-functional requirements for any software development projects across HHS. In addition to HHS software development projects, the non-functional requirements also include third party application dependency updates and patching, application threat modeling, and application scanning. Vendor must provide any results and reports upon System Agency request.
SEC-SER-006	The Vendor must submit their disaster recovery plan, including plans for business continuity and contingency capability with their proposal response to DSHS, complying with DSHS data use agreement protocol.

2.3.3 Maintenance Services (MNT) and Fixed Staffing Services (FSS)

Maintenance services encompass annual core service addressed by the Vendor team *off-site* and Fixed Staffing Services (FSS) are addressed by the Vendor team *on-site*.

2.3.3.1 Maintenance Services (MNT)

The Vendor shall provide core maintenance services (off-site) including, but not limited to, the following services:

MNT Annual Maintenance Services (AMS) includes:

- a. Schedule of periodic maintenance releases as approved by DSHS

- i. Maintenance to core system
- ii. Security patches to core system
- iii. Version upgrades to the core system

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

Table 4 - Maintenance Services (MNT) Requirements

MNT Req ID	Maintenance Services (MNT) Requirements
SMS-CAR-001	Adhering to the agreed upon Maintenance schedule, Vendor will provide Software Maintenance Services as requested by DSHS within State-approved timelines. Refer to Attachment B3 - Key Performance Measures and Liquidated Damages .
RSR-CAR-001	Provide support for DSHS ad hoc requests including, but not limited to, the following: <ul style="list-style-type: none"> a. Legislative bill analysis support b. IV&V contractor assessments c. Internal and external audit requests d. Other non-standard report and/or data requests
MPI-CAR-001	Implement DSHS requested and or Vendor performance improvements for the application.
EUS-CAR-001	Triage defects reported to determine severity priority and assign the defect to appropriate party for action in State-approved tool.
EUS-CAR-002	Assist DSHS IT Application Development team to analyze, determine root cause, and resolve maintenance issue request including, but not limited to, the following: <ul style="list-style-type: none"> a. Provide guidance to determine resolution for defects b. Identify system or data errors and provide resolution c. Collaborate with DSHS IT Application Development for systems troubleshooting including root cause analysis and resolution

2.3.3.2 Fixed Staffing Services Subdomain (FSS)

Fixed Staffing Services encompass non-core service addressed by the Vendor team located *on-site* at designated DSHS facility.

Fixed Staffing Services is a resource team providing maintenance services using Software Development Lifecycle (SDLC) services for all five registries domains. The scope of this fixed resource team can be assigned for deliverables under each registry domain. DSHS Contract Manager or their designee will determine the workload and priority of the fixed staffing services team based on maintenance services deliverables needs for each Registry Domain.

NOTE: The Vendor must provide a High Level Estimate (HLE) of resources to accomplish the Design, Development, and implementation (DDI) and Time and Materials (TAM) deliverables according to the development cycle. The DDI and TAM resources are not part of the fixed resource

team unless specified by the DSHS Contract Manager or their designee. See **Error! Reference source not found.** for further requirements that include, but is not limited to, the following:

Table 5 - Fixed Staffing Services Subdomain

Req ID	Fixed Staffing Services Subdomain
FSS-REQ-001	Vendor must support the SDLC specified in Exhibit I - DSHS Health Registries Process Guide.
FSS-REQ-002	Vendor FSS resources will be report to and be managed by the DSHS Contract Manager or their designee for the life of the contract.
FSS-REQ-003	Vendor FSS resources will work onsite at the DSHS location.
FSS-REQ-004	Vendor FSS resources must track time spent for all projects by registry, by deliverables for each subdomain as applicable, which can be represented by project ID and or deliverable ID, or bug ID.
FSS-REQ-005	Vendor must provide one developer with a minimum of two years experience with the Core Maven System.
FSS-REQ-006	Upon DSHS Contract Manager or their designee's request, Vendor FSS resource(s) may be reassigned to non-maintenance services i.e. DDI and/or TAM services. When Vendor resource(s) are reassigned to non-maintenance services, the resource hours are invoiced under FSS resource hours.
FSS-REQ-007	Vendor FSS resource hours are fixed at 160 hours per month per resource for the life of the contract.

2.3.4 Detailed and Shared Health Registry Requirements

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

Table 6 - Detailed and Shared Health Registry Requirements

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

2.3.5 Turnover Services Subdomain (TUR)

Turnover is activities required for the Vendor to perform turnover contract service delivery to DSHS or to DSHS's designated resources. The Turnover Phase and contract closeout will begin six (6) months prior to the end of the Contract Term, which may include optional renewal periods or within three (3) months of DSHS's request for Contract termination.

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

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

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

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

The Vendor will work with DSHS to leverage the current data dictionary obtained from the incumbent vendor.

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

The Turnover activities include, but is not limited to:

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

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

Table 7 - Turnover Services Requirements

Req ID	Turnover Services Requirements
TUR-OVR-001	<p>Develop and implement a DSHS approved, comprehensive Turnover Plan detailing the proposed scheduled, activities, and resource requirements associated with the turnover tasks identified. During turnover, the Vendor must ensure program stakeholders do not experience any adverse impact from the transfer of services. Turnover commences six (6) months prior to the end of the Contract Term, which may include any optional renewal periods or within three (3) months of DSHS's request for Contract termination.</p> <p>Turnover activities include, but are not limited to, the following:</p> <ol style="list-style-type: none"> a. Transfer of information on all software tools currently in use b. Documentation and operational information for the Health Registries utilizing current software c. Implement a quality assurance process to monitor turnover activities

Req ID	Turnover Services Requirements
	<ul style="list-style-type: none"> d. Training DSHS and/or its designated resources on the delivery of operational phase services e. On-boarding the Vendor's Turnover Service Subdomain Lead f. Preparing a Turnover Plan identifying tasks, task owners, and turnover milestone dates
TUR-OVR-002	<p>The Contractor must adhere to the Turnover Subdomain requirements including, but not limited to, the following:</p> <ul style="list-style-type: none"> a. Execute the approved Turnover Plan in cooperation with the State or State-approved successor transition plan. b. Maintain service delivery staffing levels during the turnover period and only reduce staffing levels with prior approval by DSHS. c. Notify DSHS of reassignment, resignation, or termination of contract for any of its Personnel during the Turnover Phase. d. Provide to DSHS or its designee, within 15 business days of the request, data and reference tables, scripts, other documentation, and records required by DSHS or its designee. e. Prepare a Turnover Inventory (inventory of all vendor artifacts, tasks, systems, tools, and hardware to turn over to DSHS). f. Hand off the operation and management of all service delivery functions to DSHS or its designee. Plan and manage Turnover without disruption of service to users, clients and/or beneficiaries. g. Work closely with DSHS to ensure Turnover of responsibilities and the necessary knowledge transfers by the end of the contract period. h. Respond within State-approved timeframes to all DSHS requests regarding turnover information.
TUR-OVR-003	<p>Provide knowledge transfer services to the State or the State's designee during Turnover including, but not limited to, the following:</p> <ul style="list-style-type: none"> a. Implementation of a quality assurance process to monitor Turnover knowledge transfer activities b. Provide training for DSHS staff and/or DSHS designees on the delivery of services c. Provide a Turnover Results Report
TUR-OVR-004	<p>Provide 90 business days of on-site post-turnover support to address technical questions from DSHS or DSHS's designee for the Health Registry Applications.</p>
TUR-OVR-005	<p>The Vendor cannot restrict or prevent its personnel from accepting positions from DSHS or DSHS's designee. DSHS will work with the Vendor for any transition of the Vendor's personnel.</p>
TUR-OVR-006	<p>Provide Transition milestones for any future new registries or registry removal per the deadline in the State-approved Transition Project Work Plan, including any additional activities needed to satisfy Readiness Assessment Plan requirements.</p>

2.4 ACRONYM AND DEFINITIONS FOR REGISTRY DOMAINS WITH SERVICE SUBDOMAINS

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

Table 8 - Registry Domains and Service Subdomains Definitions

The Registry Domains and Service Subdomains Acronym Definitions		
Service Subdomain	Acronym	Subcategory and Acronym
Transition	TRA	No subcategory
Fixed Staffing Services	FSS	No subcategory
Project Management Services	PMS	Support Services Requirements (SSR) Project Personnel (PER) Audit Support Services Requirements (AUD) Project Deliverable Requirements (PDR)
Design, Develop, and Implementation (DSHS project requests)	DDI	Discovery Services (DIS) Integration and Release Support (IRS) Build, Test and Deploy Services (BTD) Project Change Request (PCR)
Maintenance Services	MNT	End User Support Services (EUS) Software Maintenance Services (SMS) Other DSHS Registry Support Requests (RSR) Performance Improvements (PER)
Time and Materials Services (DSHS ad-hoc requests)	TAM	High Level Estimates (HLE) Software Development Services (SDS)
Detailed Registry Requirements	DRR	No subcategory
Turnover	TUR	Turnover Services (OVR)

2.5 FIVE (5) REGISTRY DOMAINS WITH SERVICE SUBDOMAINS

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

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

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

2.5.1.1 Project Management Services Subdomain (PMS)

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

2.5.1.1.1 PMS Project Management Practices

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

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

2.5.1.1.2 PMS Support Services Requirements (SSR)

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

Table 9 - Project Management Support Services Requirements

PMS Req ID	Project Management Support Services Requirements
SSR-EMSTR-001	Establish a PM for a registry project(s).
SSR-EMSTR-002	Comply with State-approved deliverables, refer to Exhibit J - Health Registries Deliverables .
SSR-EMSTR-003	<p>Define, manage, and ensure responsibility for the project tasks, deliverables, technical specifications, risks, and issues. Manage the delivery of services throughout the life of the contract in coordination with DSHS approval. Including, but not limited to, the following:</p> <ul style="list-style-type: none"> a. Provide day-to-day management of the project including overall Vendor performance, contract compliance and project status updates based on state approved frequency and schedule; b. Manage current work plans and coordinate availability of scheduled resources to the Project; c. Manage all Vendor resources and ensure appropriate resources are available throughout the life of the Project; d. Establish and maintain regular communications with the DSHS project team; e. Maintain status reporting, budget/cost reporting, and issue reporting, tracking, escalation, and resolution procedures; f. Manage and internally review the Contractor's invoices and deliverables for conformance with the contract requirements; and g. Provide timely submission of contract deliverables and work products. <p>Refer to Exhibit I - DSHS Health Registries Process Guide for details.</p>
SSR-EMSTR-004	Use the State-approved tools for Project Management throughout the life of the contract and all subsequent extensions.

PMS Req ID	Project Management Support Services Requirements
SSR-EMSTR-005	<p>Log all risks and mitigation strategies associated with the delivery of the services in State-approved tools including, but not limited to, the following:</p> <ul style="list-style-type: none"> a. Maintain log of risks and mitigation strategies associated with the delivery of services; b. Maintain issues and resolutions for issues identified with the delivery of services in the State-approved issue tracking system; c. Maintain risks and mitigation strategies associated with the delivery of services in the State-approved risk management system; and d. Vendor repository must sync with State-owned repository with an agreed upon State-approved schedule.
SSR-EMSTR-006	<p>Provide real-time updates to State-approved risk and issue tracking systems including, but not limited to, the following:</p> <ul style="list-style-type: none"> a. Risks/Mitigation Plans; and b. Issues/Corrective Action Plans.
SSR-EMSTR-007	<p>Provide program and project management support with PMI certified technology professionals. Refer Exhibit L - DSHS Health Registries Project Personnel.</p>
SSR-EMSTR-008	<p>Adhere to and report compliance with all key performance measures. Refer to Attachment B3 - Key Performance Measures and Liquidated Damages.</p>
SSR-EMSTR-009	<p>Recommend to the State, continuous process improvement and efficiencies for the State-approved processes in Exhibit I - DSHS Health Registries Process Guide.</p>
SSR-EMSTR-010	<p>Improve Health Registry development and management through the continuous improvement of processes, productivity, increased code maintainability, and reusability.</p>
SSR-EMSTR-011	<p>Mitigate risk to the State, clients, end-users, and taxpayers.</p>
SSR-EMSTR-012	<p>Train Vendor resources, on DSHS processes, methods and principles prior to assigning the individual to work with the Health Registries. The Vendor is required to provide all training services for their personnel to effectively develop and maintain the Health Registries using Maven software. Training must include, but is not limited to:</p> <p>Current DSHS Processes refer to Exhibit I - DSHS Health Registries Process Guide:</p> <ul style="list-style-type: none"> a. Other knowledge areas as required by DSHS; and b. DSHS required training, (e.g., Security, Protected Health Information (PHI), Health Insurance Portability and Accountability Act (HIPAA), Authorized User Agreement).

2.5.1.1.3 PMS Project Personnel (PER)

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

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

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

Table 10 - PM Project Personnel Requirements

PER Req ID	PM Project Personnel Requirements
PER-EMSTR-001	Perform criminal background checks of all the Vendor personnel prior to assignment as required by the State, with results submitted to the State.
PER-EMSTR-002	Ensure all personnel are available to the project during all normal business hours throughout the life of the Contract.
PER-EMSTR-003	The Vendor must come on-site for testing, deployment, and training upon DSHS request.
PER-EMSTR-004	Remove and replace any personnel deemed unacceptable by DSHS within fourteen (14) calendar days of notification. Replacement personnel must have equal to or greater qualifications as determined by DSHS.
PER-EMSTR-005	Maintain timekeeping records of actual hours expended on any of the service subdomains. The Vendor must utilize the timekeeping data for development of monthly status reports and invoices to report on hours expended.
PER-EMSTR-006	The Vendor will comply with all HHS Security Policy EIS-AUP, refer to Exhibit G - HHS Enterprise Information Security Acceptable Use Policy (EIS-AUP)
PER-EMSTR-007	The Vendor will comply with DSHS's request to replace resources completely or temporarily in order to focus on critical activities as needed. (i.e. temporary absence of project personnel).
PER-EMSTR-008	Consult with DSHS prior to the removal or transfer of personnel dedicated to supporting DSHS Health Registries.
PER-EMSTR-009	Ensure the same personnel are allocated 100% to a project during the life of the project.
PER-EMSTR-010	Notify DSHS prior to or within five (5) business days after the termination, resignation, of any personnel during the life of the Contract.
PER-EMSTR-011	DSHS must preapprove replacement of personnel prior to assignment to the project for the duration of the project. Replacement of personnel must have equal to or greater qualifications as determined by DSHS.
PER-EMSTR-012	Obtain DSHS written approval for any change in personnel from the resources originally proposed in the Vendor's project proposal.
PER-EMSTR-013	Provide an updated organization chart when personnel changes within sixty (60) calendar days of the change. Refer to Attachment B4 - Vendor Project Organizational Chart and Project Personnel .

PER Req ID	PM Project Personnel Requirements
PER-EMSTR-014	Provide résumés and references for DSHS review and approval within fourteen (14) calendar days of notification of resignation of any personnel during Design, Development and Implementation (DDI) and Time and Materials (TAM) projects. Provide résumés to DSHS prior to the Vendor assigning replacement personnel during DDI and TAM projects.
PER-EMSTR-015	Vendor to provide proposed project organizational structure, team roles, and assignment of personnel to effectively meet the requirements for implementing the project. The experience and qualifications of the Vendor's Personnel support DSHS's stated responsibilities for each role and are in compliance with the minimum preferred qualifications as defined in Exhibit L - DSHS Health Registries Project Personnel .

2.5.1.1.4 PMS Audit Support Services Requirements (AUD)

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

Table 11 - PM Audit Support Services Requirements

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

2.5.1.1.5 PMS Deliverable Requirements (PDR)

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

Table 12 - PM Deliverable Requirements

PMS Req ID	PM Deliverable Requirements
PDR-EMSTR-001	<p>The Vendor is responsible for creating, updating, and maintaining plans and reports which include, but are not limited to, the following:</p> <ul style="list-style-type: none"> a. Transition Deliverables <ul style="list-style-type: none"> i. Transition Project Work Plan ii. Transition Weekly Status Report iii. Readiness Assessment Plan iv. Readiness Assessment Results Report b. Design, Development, and Implementation/Software and Maintenance Services Deliverables <ul style="list-style-type: none"> i. Monthly Status Report ii. Deliverables iii. System Documentation Updated for the Release c. Project Management Deliverables <ul style="list-style-type: none"> i. Project Management Plan ii. Risk Management Plan iii. Change Management Plan iv. Performance and Quality Management Plan v. Software Specification and Guidelines vi. Maintenance Plan vii. Test Plan viii. Project Work Plan d. Turnover Deliverables <ul style="list-style-type: none"> i. Turnover Plan ii. Turnover Results Report <p>For deliverable due dates refer to Exhibit J - Health Registries Deliverables.</p>

2.5.1.2 Design, Development, and Implementation (DDI) Subdomain

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

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

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

- a. DDI Discovery (DIS)
- b. DDI Integration and Release Support (IRS)
- c. DDI Services for Build, Testing, and Deployment (BTD)
- d. DDI Project Change Request (PCR)

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

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

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
DIS-EMSTR-001	The Vendor and DSHS will commence discovery sessions on detailed requirements and design for the overall project. Refer to Exhibit I - DSHS Health Registries Process Guide .
DIS-EMSTR-002	Engage with State-staff and other end-users through observation and design sessions to better understand workflows and opportunities to improve user experience. Refer to Exhibit I - DSHS Health Registries Process Guide .
DIS-EMSTR-003	Maintain state-owned repository to reflect requirements, Test Cases and Acceptance Criteria detail.
IRS-EMSTR-001	Provide integration and release support from Vendor Dev environment to DSHS Dev environment to DSHS Test environment and from DSHS Test environment to DSHS Production upon DSHS request. Refer to Exhibit I - DSHS Health Registries Process Guide .
IRS-EMSTR-002	Provide to the state any scripts, support documentation, and release notes. Refer to Exhibit I - DSHS Health Registries Process Guide .
IRS-EMSTR-003	Record all Integration and Release Support defects in State-approved defect tracking systems.
IRS-EMSTR-004	Adhere to State-approved DSHS Test Management Plan. For a current example refer to Exhibit I - DSHS Health Registries Process Guide .
BTD-EMSTR-001	Adhere to State software testing protocols, to ensure the delivery of high quality software. The testing protocol must include, but is not limited to, the following software test activities: <ul style="list-style-type: none"> a. Manual and automated unit testing to validate application code changes. b. Manual and automated application integration testing to validate code changes made by multiple developer teams, and/or multiple developers, to ensure no conflict with each other. c. Partner with DSHS to conduct manual and automated Systems Integration Testing (SIT) to validate integration between application and other supporting technologies. d. Automated integrated load and stress testing to validate the performance of the application. e. Automated build validation testing to confirm the integrity of application after each build. f. Manual and automated application regression testing to validate pre-existing functionality is not adversely impacted by code changes within a Development Cycle. g. Reporting on the outcomes of all types of testing activities.

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
	<ul style="list-style-type: none"> h. Provide analysis and code fix, if needed, to resolve any testing issues. i. Assist HHSC IT in deployment of fully tested software upon request.
BTD-EMSTR-002	Develop, enhance, and maintain automated build and deployment scripts for efficient software deployment and configuration. These automated build and deployment scripts must be environment agnostic.
BTD-EMSTR-003	Establish and maintain a DEV environment that mirrors the Austin Data Center (ADC) State Dev environment. Refer to Exhibit I - DSHS Health Registries Process Guide for details.
BTD-EMSTR-004	Participate in and assist DSHS with troubleshooting build and deployment issues.
BTD-EMSTR-005	Adhering to the agreed upon project schedule, Vendor will provide Build, Test, and Deploy Services as requested by DSHS within State-approved timelines. Refer to Attachment B3 - Key Performance Measures and Liquidated Damages .
PCR-EMSTR-001	Identify, track, and maintain maintenance Change Requests in State-approved tool and provide DSHS with up-to-date information on any impact to the application.
PCR-EMSTR-002	Adhere to existing State-approved processes and procedures for triaging, escalating and implementing Project Change Requests.

2.5.1.3 Time and Materials (TAM) Subdomain

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

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

See **Table 14 - Time and Materials Requirements** **Table 13 - Design, Development, and Implementation (DDI) Requirements** that include, but is not limited to, the following:

Table 14 - Time and Materials Requirements

TAM Req ID	Time and Materials Requirements
HLE-EMSTR-001	Vendor to submit High Level Estimate response for any DSHS non-project deliverable request within State-approved timelines.
HLE-EMSTR-002	The TAM Services shall be Time and Materials Not to Exceed pricing based on DSHS agreed to Labor Rates.
SDS-EMSTR-001	Adhering to the agreed upon HLE, Vendor to provide Software Development Services as requested by DSHS within State-approved

TAM Req ID	Time and Materials Requirements
	timelines. Refer to Attachment B3 - Key Performance Measures and Liquidated Damages.

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

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

Table 15 - Detailed Registry Requirements

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

2.5.2 (2) Birth Defect Registry (BDR) Domain

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

2.5.2.1 Project Management Services Subdomain (PMS)

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

2.5.2.1.1 PMS Project Management Practices

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

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

2.5.2.1.2 PMS Support Services Requirements (SSR)

The Vendor must provide DSHS with Project and Vendor resource planning, management, and oversight for the five (5) Health Registry domains. See **Table 16 - PMS Support Services Requirements** that include, but are not limited to, the following:

Table 16 - PMS Support Services Requirements

PMS Req ID	PMS Support Services Requirements
SSR-BDR-001	Establish a PM for a registry project(s).
SSR-BDR-002	Comply with State-approved deliverables, refer to Exhibit J - Health Registries Deliverables .
SSR-BDR-003	Define, manage, and ensure responsibility for the project tasks, deliverables, technical specifications, risks, and issues. Manage the delivery of services throughout the life of the contract in coordination with DSHS approval. Including, but not limited to, the following: <ol style="list-style-type: none"> Provide day-to-day management of the project including overall Vendor performance, contract compliance and project status updates based on state approved frequency and schedule Manage current work plans and coordinate availability of scheduled resources to the Project Manage all Vendor resources and ensure appropriate resources are available throughout the life of the Project Establish and maintain regular communications with the DSHS project team

PMS Req ID	PMS Support Services Requirements
	<ul style="list-style-type: none"> e. Maintain status reporting, budget/cost reporting, and issue reporting, tracking, escalation, and resolution procedures f. Manage and internally review the Contractor's invoices and deliverables for conformance with the contract requirements g. Provide timely submission of contract deliverables and work products <p>Refer to Exhibit I - DSHS Health Registries Process Guide for details.</p>
SSR-BDR-004	Use the State-approved tools for Project Management throughout the life of the contract and all subsequent extensions.
SSR-BDR-005	<p>Log all risks and mitigation strategies associated with the delivery of the services in State-approved tools including, but not limited to, the following:</p> <ul style="list-style-type: none"> a. Develop and maintain log of risks and mitigation strategies associated with the delivery of services b. Issues and resolutions for issues identified with the delivery of services in the State-approved issue tracking system c. Risks and mitigation strategies associated with the delivery of services in the State-approved risk management system d. Vendor repository must sync with State-owned repository with an agreed upon State-approved schedule.
SSR-BDR-006	<p>Provide real-time updates to State-approved risk and issue tracking systems including, but not limited to, the following:</p> <ul style="list-style-type: none"> a. Risk/Mitigation Plans b. Issues/Corrective Action Plans
SSR-BDR-007	Provide program and project management support with PMI certified technology professionals. Refer Exhibit L - DSHS Health Registries Project Personnel .
SSR-BDR-008	Adhere to and report compliance with all Key Performance Measures. Refer to Attachment B3 - Key Performance Measures and Liquidated Damages .
SSR-BDR-009	Recommend to the State, continuous process improvement and efficiencies for the State-approved processes in Exhibit I - DSHS Health Registries Process Guide .
SSR-BDR-010	Improve Health Registry development and management through the continuous improvement of processes, productivity, increased code maintainability, and reusability.
SSR-BDR-011	Mitigate risk to the State, clients, end-users, and taxpayers.
SSR-BDR-012	Train Vendor resources, on DSHS processes, methods and principles prior to assigning the individual to work with the Health Registries. The Vendor is required to provide all training services for their personnel to effectively develop and maintain the Health Registries using Maven software. Training must include, but is not limited to:

PMS Req ID	PMS Support Services Requirements
	<ul style="list-style-type: none"> a. Current DSHS Processes refer to Exhibit I - DSHS Health Registries Process Guide b. Other knowledge areas as required by DSHS c. DSHS required training, (e.g., Security, Protected Health Information (PHI), Health Insurance Portability and Accountability Act (HIPAA), Authorized User Agreement)

2.5.2.1.3 PMS Project Personnel (PER)

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

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

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

Table 17 - PM Project Personnel Requirements

PER Req ID	PM Project Personnel Requirements
PER-BDR-001	Perform criminal background checks of all the Vendor personnel prior to assignment as required by the State, with results submitted to the State.
PER-BDR-002	Ensure all personnel are available to the project during all normal business hours throughout the life of the Contract.
PER-BDR-003	The Vendor must come on-site for testing, deployment, and training upon DSHS request.
PER-BDR-004	Remove and replace any personnel deemed unacceptable by DSHS within fourteen (14) calendar days of notification. Replacement personnel must have equal to or greater qualifications as determined by DSHS.
PER-BDR-005	Maintain timekeeping records of actual hours expended on any of the service subdomains. The Vendor must utilize the timekeeping data for development of monthly status reports and invoices to report on hours expended.
PER-BDR-006	The Vendor will comply with all HHS Security Policy EIS-AUP, refer to Exhibit G - HHS Enterprise Information Security Acceptable Use Policy (EIS-AUP)
PER-BDR-007	The Vendor will comply with DSHS's request to replace resources completely or temporarily in order to focus on critical activities as needed. (i.e. temporary absence of project personnel).
PER-BDR-008	Consult with DSHS prior to the removal or transfer of personnel dedicated to supporting DSHS Health Registries.
PER-BDR-009	Allocate the same personnel 100% to a project during the life of the project.

PER Req ID	PM Project Personnel Requirements
PER-BDR-010	Notify DSHS prior to or within five (5) business days after the termination, resignation, of any personnel during the life of the Contract.
PER-BDR-011	DSHS must preapprove replacement of personnel prior to assignment to the project for the duration of the project. Replacement of personnel must have equal to or greater qualifications as determined by DSHS.
PER-BDR-012	Obtain DSHS written approval for any change in personnel from the resources originally proposed in the Vendor's project proposal.
PER-BDR-013	Provide an updated organization chart when personnel changes within sixty (60) calendar days of the change. Refer to Attachment B4 - Vendor Project Organizational Chart and Project Personnel .
PER-BDR-014	Provide résumés and references for DSHS review and approval within fourteen (14) calendar days of notification of resignation of any personnel during Design, Development and Implementation (DDI) and Time and Materials (TAM) projects. Provide résumés to DSHS prior to the Vendor assigning replacement personnel during DDI and TAM projects.
PER-BDR-015	Vendor to provide proposed project organizational structure, team roles, and assignment of personnel to effectively meet the requirements for implementing the project. The experience and qualifications of the Vendor's Personnel support DSHS's stated responsibilities for each role and are in compliance with the minimum preferred qualifications as defined in Exhibit L - DSHS Health Registries Project Personnel .

2.5.2.1.4 PMS Audit Support Services Requirements (AUD)

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

Table 18 - PMS Audit Support Services Requirements

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

2.5.2.1.5 PMS Deliverable Requirements (PDR)

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

Table 19 - PM Deliverable Requirements

PMS Req ID	PM Deliverable Requirements
PDR-BDR-001	<p>The Vendor is responsible for creating, updating, and maintaining plans and reports which include, but are not limited to, the following:</p> <ul style="list-style-type: none"> a. Transition Deliverables <ul style="list-style-type: none"> i. Transition Project Work Plan ii. Transition Weekly Status Report iii. Readiness Assessment Plan iv. Readiness Assessment Results Report b. Design, Development, and Implementation/Software and Maintenance Services Deliverables <ul style="list-style-type: none"> i. Monthly Status Report ii. Deliverables iii. System Documentation Updated for the Release c. Project Management Deliverables <ul style="list-style-type: none"> i. Project Management Plan ii. Risk Management Plan iii. Change Management Plan iv. Performance and Quality Management Plan v. Software Specification and Guidelines vi. Support and Maintenance Plan vii. Test Management Plan viii. Project Work Plan d. Turnover Deliverables <ul style="list-style-type: none"> i. Turnover Plan ii. Turnover Results Report <p>For deliverable due dates refer to Exhibit J - Health Registries Deliverables.</p>

2.5.2.2 Design, Development, and Implementation (DDI) Subdomain

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

- 1) Making modification to the software as specified in the detailed requirements outlined in **Exhibit O - DSHS Health Registries Detailed Registry Requirements**.
- 2) The DDI Subdomain services for the Birth Defect Registry includes the following services:
 - a. DDI Discovery (DIS)
 - b. DDI Integration and Release Support (IRS)
 - c. DDI services for Build, Testing, and Deployment (BTD)
 - d. DDI Project Change Request (PCR)

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

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

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
DIS-BDR-001	The Vendor and DSHS will commence discovery sessions on detailed requirements and design for the overall project. Refer to Exhibit I - DSHS Health Registries Process Guide .
DIS-BDR-002	Engage with State-staff and other end-users through observation and design sessions to better understand workflows and opportunities to improve user experience. Refer to Exhibit I - DSHS Health Registries Process Guide .
DIS-BDR-003	Maintain state-owned repository to reflect requirements, Test Cases and Acceptance Criteria detail.
IRS-BDR-001	Provide integration and release support from Vendor Dev environment to DSHS Dev environment to DSHS Test environment and from DSHS Test environment to DSHS Production upon DSHS request. Refer to Exhibit I - DSHS Health Registries Process Guide .
IRS-BDR-002	Provide to the state any scripts, support documentation, and release notes. Refer to Exhibit I - DSHS Health Registries Process Guide .
IRS-BDR-003	Record all Integration and Release Support defects in State-approved defect tracking systems.
IRS-BDR-004	Adhere to State-approved DSHS Test Management Plan. For a current example refer to Exhibit I - DSHS Health Registries Process Guide .
BTD-BDR-001	Adhere to State software testing protocols, to ensure the delivery of high quality software. The testing protocol must include, but is not limited to, the following software test activities: <ul style="list-style-type: none"> a. Manual and automated unit testing to validate application code changes. b. Manual and automated application integration testing to validate code changes made by multiple developer teams, and/or multiple developers, to ensure no conflict with each other. c. Partner with DSHS to conduct manual and automated Systems Integration Testing (SIT) to validate integration between application and other supporting technologies. d. Automated integrated load and stress testing to validate the performance of the application. e. Automated build validation testing to confirm the integrity of application after each build. f. Manual and automated application regression testing to validate pre-existing functionality is not adversely impacted by code changes within a Development Cycle. g. Reporting on the outcomes of all types of testing activities. h. Provide analysis and code fix, if needed, to resolve any testing issues.

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
	i. Assist in deploying fully tested software.
BTD-BDR-002	Develop, enhance, and maintain automated build and deployment scripts for efficient software deployment and configuration. These automated build and deployment scripts must be environment agnostic.
BTD-BDR-003	Establish and maintain a DEV environment that mirrors the Austin Data Center (ADC) State Dev environment. Refer to Exhibit I - DSHS Health Registries Process Guide for details.
BTD-BDR-004	Participate in and assist DSHS with troubleshooting build and deployment issues.
BTD-BDR-005	Adhering to the agreed upon project schedule, Vendor will provide Build, Test, and Deploy Services as requested by DSHS within State-approved timelines. Refer to Attachment B3 - Key Performance Measures and Liquidated Damages .
PCR-BDR-001	Identify, track, and maintain maintenance Change Requests in State-approved tool and provide DSHS with up-to-date information on any impact to the application.
PCR-BDR-002	Adhere to existing State-approved processes and procedures for triaging, escalating and implementing Project Change Requests.

2.5.2.3 Time and Materials (TAM) Subdomain

TAM deliverables are DSHS ad-hoc requests. The Vendor will provide TAM Not To Exceed Pricing for the Birth Defect Registry including, but not limited to the following:

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

See **Table 21 - Time and Materials Requirements** that include, but is not limited to, the following:

Table 21 - Time and Materials Requirements

TAM Req ID	Time and Materials Requirements
HLE-BDR-001	Vendor to submit High Level Estimate response for any DSHS non-project deliverable request within State-approved timelines.
HLE-BDR-002	The TAM Services shall be Time and Materials Not to Exceed pricing based on DSHS agreed to Labor Rates.
SDS-BDR-001	Adhering to the agreed upon HLE, Vendor to provide Software Development Services as requested by DSHS within State-approved timelines. Refer to Attachment B3 - Key Performance Measures and Liquidated Damages .

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

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

Table 22 - Detailed Registry Requirements

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

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

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

2.5.3.1 Project Management Services Subdomain (PMS)

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

2.5.3.1.1 PMS Project Management Practices

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

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

2.5.3.1.2 PMS Support Services Requirements (SSR)

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

Table 23 - PMS Support Services Requirements

PMS Req ID	PMS Support Services Requirements
SSR-BLR-001	Establish a PM for a registry project(s).
SSR-BLR-002	Comply with State-approved deliverables, refer to Exhibit J - Health Registries Deliverables .
SSR-BLR-003	Define, manage, and ensure responsibility for the project tasks, deliverables, technical specifications, risks, and issues. Manage the delivery of services throughout the life of the contract in coordination with DSHS approval. Including, but not limited to, the following: <ol style="list-style-type: none"> Provide day-to-day management of the project including overall Vendor performance, contract compliance and project status updates based on state approved frequency and schedule Manage current work plans and coordinate availability of scheduled resources to the Project Manage all Vendor resources and ensure appropriate resources are available throughout the life of the Project Establish and maintain regular communications with the DSHS project team

PMS Req ID	PMS Support Services Requirements
	<ul style="list-style-type: none"> e. Maintain status reporting, budget/cost reporting, and issue reporting, tracking, escalation, and resolution procedures f. Manage and internally review the Contractor's invoices and deliverables for conformance with the contract requirements g. Provide timely submission of contract deliverables and work products <p>Refer to Exhibit I - DSHS Health Registries Process Guide for details.</p>
SSR-BLR-004	Use the State-approved tools for Project Management throughout the life of the contract and all subsequent extensions.
SSR-BLR-005	<p>Log all risks and mitigation strategies associated with the delivery of the services in State-approved tools including, but not limited to, the following:</p> <ul style="list-style-type: none"> a. Develop and maintain log of risks and mitigation strategies associated with the delivery of services b. Issues and resolutions for issues identified with the delivery of services in the State-approved issue tracking system c. Risks and mitigation strategies associated with the delivery of services in the State-approved risk management system d. Vendor repository must sync with State-owned repository with an agreed upon State-approved schedule.
SSR-BLR-006	<p>Provide real-time updates to State-approved risk and issue tracking systems including, but not limited to, the following:</p> <ul style="list-style-type: none"> a. Risks/Mitigation Plans b. Issues/Corrective Action Plans
SSR-BLR-007	Provide program and project management support with PMI certified technology professionals. Refer Exhibit L - DSHS Health Registries Project Personnel .
SSR-BLR-008	Adhere to and report compliance with all Key Performance Measures. Refer to Attachment B3 - Key Performance Measures and Liquidated Damages .
SSR-BLR-009	Recommend to the State, continuous process improvement and efficiencies for the State-approved processes in Exhibit I - DSHS Health Registries Process Guide .
SSR-BLR-010	Improve Health Registry development and management through the continuous improvement of processes, productivity, increased code maintainability, and reusability.
SSR-BLR-011	Mitigate risk to the State, clients, end-users, and taxpayers.
SSR-BLR-012	Train Vendor resources, on DSHS processes, methods and principles prior to assigning the individual to work with the Health Registries. The Vendor is required to provide all training services for their personnel to effectively develop and maintain the Health Registries using Maven software. Training must include, but is not limited to:

PMS Req ID	PMS Support Services Requirements
	<ul style="list-style-type: none"> a. Current DSHS Processes refer to Exhibit I - DSHS Health Registries Process Guide b. Other knowledge areas as required by DSHS c. DSHS required training, (e.g., Security, Protected Health Information (PHI), Health Insurance Portability and Accountability Act (HIPAA), Authorized User Agreement)

2.5.3.1.3 PMS Project Personnel (PER)

The Vendor is responsible to provide project personnel for all service subdomains throughout the life of the Contract's projects. Refer to **Exhibit L - DSHS Health Registries Project Personnel**. See *Table 24 - PM Project Personnel Requirements*.

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

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

Table 24 - PM Project Personnel Requirements

PER Req ID	PM Project Personnel Requirements
PER-BLR-001	Perform criminal background checks of all the Vendor personnel prior to assignment as required by the State, with results submitted to the State.
PER-BLR-002	Ensure all personnel are available to the project during all normal business hours throughout the life of the Contract.
PER-BLR-003	The Vendor must come on-site for testing, deployment, and training upon DSHS request.
PER-BLR-004	Remove and replace any personnel deemed unacceptable by DSHS within fourteen (14) calendar days of notification. Replacement personnel must have equal to or greater qualifications as determined by DSHS.
PER-BLR-005	Maintain timekeeping records of actual hours expended on any of the service subdomains. The Vendor must utilize the timekeeping data for development of monthly status reports and invoices to report on hours expended.
PER-BLR-006	The Vendor will comply with all HHS Security Policy EIS-AUP, refer to Exhibit G - HHS Enterprise Information Security Acceptable Use Policy (EIS-AUP)
PER-BLR-007	The Vendor will comply with DSHS's request to replace resources completely or temporarily in order to focus on critical activities as needed. (i.e. temporary absence of project personnel).
PER-BLR-008	Consult with DSHS prior to the removal or transfer of personnel dedicated to supporting DSHS Health Registries.

PER Req ID	PM Project Personnel Requirements
PER-BLR-009	Allocated the same personnel 100% to a project during the life of the project.
PER-BLR-010	Notify DSHS prior to or within five (5) business days after the termination, resignation, of any personnel during the life of the Contract.
PER-BLR-011	DSHS must preapprove replacement of personnel prior to assignment to the project for the duration of the project. Replacement of personnel must have equal to or greater qualifications as determined by DSHS.
PER-BLR-012	Obtain DSHS written approval for any change in personnel from the resources originally proposed in the Vendor's project proposal.
PER-BDR-013	Provide an updated organization chart when personnel changes within sixty (60) calendar days of the change. Refer to Attachment B4 - Vendor Project Organizational Chart and Project Personnel .
PER-BLR-014	Provide résumés and references for DSHS review and approval within fourteen (14) calendar days of notification of resignation of any personnel during Design, Development and Implementation (DDI) and Time and Materials (TAM) projects. Provide résumés to DSHS prior to the Vendor assigning replacement personnel during DDI and TAM projects.
PER-BLR-015	Vendor to provide proposed project organizational structure, team roles, and assignment of personnel to effectively meet the requirements for implementing the project. The experience and qualifications of the Vendor's Personnel support DSHS's stated responsibilities for each role and are in compliance with the minimum preferred qualifications as defined in Exhibit L - DSHS Health Registries Project Personnel .

2.5.3.1.4 PMS Audit Support Services Requirements (AUD)

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

Table 25 - PMS Audit Support Services Requirements

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

2.5.3.1.5 PM Deliverable Requirements (PDR)

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

Table 26 - PM Deliverable Requirements

PDR Req ID	PM Deliverable Requirements
PDR-BLR-001	<p>The Vendor is responsible for creating, updating, and maintaining plans and reports which include, but are not limited to, the following:</p> <ul style="list-style-type: none"> a. Transition Deliverables <ul style="list-style-type: none"> i. Transition Project Work Plan ii. Transition Weekly Status Report iii. Readiness Assessment Plan iv. Readiness Assessment Results Report b. Design, Development, and Implementation/Software and Maintenance Services Deliverables <ul style="list-style-type: none"> i. Monthly Status Report ii. Deliverables iii. System Documentation Updated for the Release c. Project Management Deliverables <ul style="list-style-type: none"> i. Project Management Plan ii. Risk Management Plan iii. Change Management Plan iv. Performance and Quality Management Plan v. Software Specification and Guidelines vi. Support and Maintenance Plan vii. Test Management Plan viii. Project Work Plan d. Turnover Deliverables <ul style="list-style-type: none"> i. Turnover Plan ii. Turnover Results Report <p>For deliverable due dates refer to Exhibit J - Health Registries Deliverables.</p>

2.5.3.2 Design, Development, and Implementation (DDI) Subdomain

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

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

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

- a. DDI Discovery (DIS)
- b. DDI Integration and Release Support (IRS)
- c. DDI services for Build, Testing, and Deployment (BTD)
- d. DDI Project Change Request (PCR)

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

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
DIS-BDL-001	The Vendor and DSHS will commence discovery sessions on detailed requirements and design for the overall project. Refer to Exhibit I - DSHS Health Registries Process Guide .
DIS-BDL-002	Engage with State-staff and other end-users through observation and design sessions to better understand workflows and opportunities to improve user experience. Refer to Exhibit I - DSHS Health Registries Process Guide .
DIS-BDL-003	Maintain state-owned repository to reflect requirements, Test Cases and Acceptance Criteria detail.
IRS-BDL-001	Provide integration and release support from Vendor Dev environment to DSHS Dev environment to DSHS Test environment and from DSHS Test environment to DSHS Production upon DSHS request. Refer to Exhibit I - DSHS Health Registries Process Guide .
IRS-BDL-002	Provide to the state any scripts, support documentation, and release notes. Refer to Exhibit I - DSHS Health Registries Process Guide .
IRS-BDL-003	Record all Integration and Release Support defects in State-approved defect tracking systems.
IRS-BDL-004	Adhere to State-approved DSHS Test Management Plan. For a current example refer to Exhibit I - DSHS Health Registries Process Guide .
BTD-BDL-001	<p>Adhere to State software testing protocols, to ensure the delivery of high quality software. The testing protocol must include, but is not limited to, the following software test activities:</p> <ol style="list-style-type: none"> Manual and automated unit testing to validate application code changes. Manual and automated application integration testing to validate code changes made by multiple developer teams, and/or multiple developers, to ensure no conflict with each other. Partner with DSHS to conduct manual and automated Systems Integration Testing (SIT) to validate integration between application and other supporting technologies. Automated integrated load and stress testing to validate the performance of the application. Automated build validation testing to confirm the integrity of application after each build. Manual and automated application regression testing to validate pre-existing functionality is not adversely impacted by code changes within a Development Cycle. Reporting on the outcomes of all types of testing activities. Provide analysis and code fix, if needed, to resolve any testing issues. Assist in deploying fully tested software.

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
BTD-BDL-002	Develop, enhance, and maintain automated build and deployment scripts for efficient software deployment and configuration. These automated build and deployment scripts must be environment agnostic.
BTD-BDL-003	Establish and maintain a DEV environment that mirrors the Austin Data Center (ADC) State Dev environment. Refer to Exhibit I - DSHS Health Registries Process Guide for details.
BTD-BDL-004	Participate in and assist DSHS with troubleshooting build and deployment issues.
BTD-BDL-005	Adhering to the agreed upon project schedule, Vendor will provide Build, Test, and Deploy Services as requested by DSHS within State-approved timelines. Refer to Attachment B3 - Key Performance Measures and Liquidated Damages .
PCR-BDL-001	Identify, track, and maintain maintenance Change Requests in State-approved tool and provide DSHS with up-to-date information on any impact to the application.
PCR-BDL-002	Adhere to existing State-approved processes and procedures for triaging, escalating and implementing Project Change Requests.

2.5.3.3 Time and Materials (TAM) Subdomain

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

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

See **Table 28 - Time and Materials Requirements** that include, but is not limited to, the following:

Table 28 - Time and Materials Requirements

TAM Req ID	Time and Materials Requirements
HLE-BLR-001	Vendor to submit High Level Estimate response for any DSHS non-project deliverable request within State-approved timelines.
HLR-BLR-002	The TAM Services shall be Time and Materials Not to Exceed pricing based on DSHS agreed to Labor Rates.
SDS-BLR-001	Adhering to the agreed upon HLE, Vendor to provide Software Development Services as requested by DSHS within State-approved timelines. Refer to Attachment B3 - Key Performance Measures and Liquidated Damages .

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

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

Table 29 - Detailed Registry Requirements

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

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

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

2.5.4.1 Project Management Services (PMS)

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

2.5.4.1.1 PMS Project Management Practices

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

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

2.5.4.1.2 PMS Support Services Requirements (SSR)

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

Table 30 - PMS Support Services Requirements

PMS Req ID	PMS Support Services Requirements
SSR-HSN-001	Establish a PM for a registry project(s).
SSR-HSN-002	Comply with State-approved deliverables, refer to Exhibit J - Health Registries Deliverables .
SSR-HSN-003	Define, manage, and ensure responsibility for the project tasks, deliverables, technical specifications, risks, and issues. Manage the delivery of services throughout the life of the contract in coordination with DSHS approval. Including, but not limited to, the following: <ol style="list-style-type: none"> Provide day-to-day management of the project including overall Vendor performance, contract compliance and project status updates based on state approved frequency and schedule Manage current work plans and coordinate availability of scheduled resources to the Project Manage all Vendor resources and ensure appropriate resources are available throughout the life of the Project Establish and maintain regular communications with the DSHS project team

PMS Req ID	PMS Support Services Requirements
	<ul style="list-style-type: none"> e. Maintain status reporting, budget/cost reporting, and issue reporting, tracking, escalation, and resolution procedures f. Manage and internally review the Contractor's invoices and deliverables for conformance with the contract requirements g. Provide timely submission of contract deliverables and work products <p>Refer to Exhibit I - DSHS Health Registries Process Guide for details.</p>
SSR-HSN-004	Use the State-approved tools for Project Management throughout the life of the contract and all subsequent extensions.
SSR-HSN-005	<p>Log all risks and mitigation strategies associated with the delivery of the services in State-approved tools including, but not limited to, the following:</p> <ul style="list-style-type: none"> a. Develop and maintain log of risks and mitigation strategies associated with the delivery of services b. Issues and resolutions for issues identified with the delivery of services in the State-approved issue tracking system c. Risks and mitigation strategies associated with the delivery of services in the State-approved risk management system d. Vendor repository must sync with State-owned repository with an agreed upon State-approved schedule.
SSR-HSN-006	<p>Provide real-time updates to State-approved risk and issue tracking systems including, but not limited to, the following:</p> <ul style="list-style-type: none"> a. Risks/Mitigation Plans b. Issues/Corrective Action Plans
SSR-HSN-007	Provide program and project management support with PMI certified technology professionals. Refer Exhibit L - DSHS Health Registries Project Personnel .
SSR-HSN-008	Adhere to and report compliance with all Key Performance Measures. Refer to Attachment B3 - Key Performance Measures and Liquidated Damages .
SSR-HSN-009	Recommend to the State, continuous process improvement and efficiencies for the State-approved processes in Exhibit I - DSHS Health Registries Process Guide .
SSR-HSN-010	Improve Health Registry development and management through the continuous improvement of processes, productivity, increased code maintainability, and reusability.
SSR-HSN-011	Mitigate risk to the State, clients, end-users, and taxpayers.
SSR-HSN-012	Train Vendor resources, on DSHS processes, methods and principles prior to assigning the individual to work with the Health Registries. The Vendor is required to provide all training services for their personnel to effectively develop and maintain the Health Registries using Maven software. Training must include, but is not limited to:

PMS Req ID	PMS Support Services Requirements
	<ul style="list-style-type: none"> a. Current DSHS Processes refer to Exhibit I - DSHS Health Registries Process Guide b. Other knowledge areas as required by DSHS c. DSHS required training, (e.g., Security, Protected Health Information (PHI), Health Insurance Portability and Accountability Act (HIPAA), Authorized User Agreement)

2.5.4.1.3 PM Project Personnel (PER)

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

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

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

Table 31 - PM Project Personnel Requirements

Req ID	PM Project Personnel Requirements
PER-HSN-001	Perform criminal background checks of all the Vendor personnel prior to assignment as required by the State, with results submitted to the State.
PER-HSN-002	Ensure all personnel are available to the project during all normal business hours throughout the life of the Contract.
PER-HSN-003	The Vendor must come on-site for testing, deployment, and training upon DSHS request.
PER-HSN-004	Remove and replace any personnel deemed unacceptable by DSHS within fourteen (14) calendar days of notification. Replacement personnel must have equal to or greater qualifications as determined by DSHS.
PER-HSN-005	Maintain timekeeping records of actual hours expended on any of the service subdomains. The Vendor must utilize the timekeeping data for development of monthly status reports and invoices to report on hours expended.
PER-HSN-006	The Vendor will comply with all HHS Security Policy EIS-AUP, refer to Exhibit G - HHS Enterprise Information Security Acceptable Use Policy (EIS-AUP)
PER-HSN-007	The Vendor will comply with DSHS's request to replace resources completely or temporarily in order to focus on critical activities as needed. (i.e. temporary absence of project personnel).
PER-HSN-008	Consult with DSHS prior to the removal or transfer of personnel dedicated to supporting DSHS Health Registries.
PER-HSN-009	Ensure the same personnel are allocated 100% to a project during the life of the project.

Req ID	PM Project Personnel Requirements
PER-HSN-010	Notify DSHS prior to or within five (5) business days after the termination, resignation, of any personnel during the life of the Contract.
PER-HSN-011	DSHS must preapprove replacement of personnel prior to assignment to the project for the duration of the project. Replacement of personnel must have equal to or greater qualifications as determined by DSHS.
PER-HSN-012	Obtain DSHS written approval for any change in personnel from the resources originally proposed in the Vendor's project proposal.
PER-HSN-013	Provide an updated organization chart when personnel changes within sixty (60) calendar days of the change. Refer to Attachment B4 - Vendor Project Organizational Chart and Project Personnel .
PER-HSN-014	Provide résumés and references for DSHS review and approval within fourteen (14) calendar days of notification of resignation of any personnel during Design, Development and Implementation (DDI) and Time and Materials (TAM) projects. Provide résumés to DSHS prior to the Vendor assigning replacement personnel during DDI and TAM projects.
PER-HSN-015	Vendor to provide proposed project organizational structure, team roles, and assignment of personnel to effectively meet the requirements for implementing the project. The experience and qualifications of the Vendor's Personnel support DSHS's stated responsibilities for each role and are in compliance with the minimum preferred qualifications as defined in Exhibit L - DSHS Health Registries Project Personnel .

2.5.4.1.4 PMS Audit Support Services Requirements (AUD)

The Vendor must provide DSHS with assistance to research and analyze audit requests. Audit requests may demand a prompt turnaround. See **Table 32 - PM Audit Support Services Requirements Table 13 - Design, Development, and Implementation (DDI) Requirements** that include, but is not limited to, the following:

Table 32 - PM Audit Support Services Requirements

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

2.5.4.1.5 PM Deliverable Requirements (PDR)

The Vendor must provide project management support for the life of the Contract for all the documents, plans and reports. See **Table 33 - PMS Deliverable Requirements** that include, but is not limited to, the following:

Table 33 - PMS Deliverable Requirements

PMS Req ID	PMS Deliverable Requirements
PDR-HSN-001	<p>The Vendor is responsible for creating, updating, and maintaining plans and reports which include, but are not limited to, the following:</p> <ul style="list-style-type: none"> a. Transition Deliverables <ul style="list-style-type: none"> i. Transition Project Work Plan ii. Transition Weekly Status Report iii. Readiness Assessment Plan iv. Readiness Assessment Results Report b. Design, Development, and Implementation/Software and Maintenance Services Deliverables <ul style="list-style-type: none"> i. Monthly Status Report ii. Deliverables iii. System Documentation Updated for the Release c. Project Management Deliverables <ul style="list-style-type: none"> i. Project Management Plan ii. Risk Management Plan iii. Change Management Plan iv. Configuration Management Plan v. Performance and Quality Management Plan vi. Software Specification and Guidelines vii. Support and Maintenance Plan viii. Test Management Plan ix. Project Work Plan d. Turnover Deliverables <ul style="list-style-type: none"> i. Turnover Plan ii. Turnover Results Report <p>For deliverable due dates refer to Exhibit J - Health Registries Deliverables.</p>

2.5.4.2 Design, Development, and Implementation (DDI) Subdomain

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

- 1) Making modifications to the software as specified in the detailed requirements outlined in **Exhibit O - DSHS Health Registries Detailed Registry Requirements**.
- 2) The DDI Subdomain services for the Texas Healthcare Safety Network Registry includes the following services:
 - a. DDI Discovery (DIS)
 - b. DDI Integration and Release Support (IRS)
 - c. DDI services for Build, Testing, and Deployment (BTD)
 - d. DDI Project Change Request (PCR)

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

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

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
DIS-HSN-001	The Vendor and DSHS will commence discovery sessions on detailed requirements and design for the overall project. Refer to Exhibit I - DSHS Health Registries Process Guide .
DIS-HSN-002	Engage with State-staff and other end-users through observation and design sessions to better understand workflows and opportunities to improve user experience. Refer to Exhibit I - DSHS Health Registries Process Guide .
DIS-HSN-003	Maintain state-owned repository to reflect requirements, Test Cases and Acceptance Criteria detail.
IRS-HSN-001	Provide integration and release support from Vendor Dev environment to DSHS Dev environment to DSHS Test environment and from DSHS Test environment to DSHS Production upon DSHS request. Refer to Exhibit I - DSHS Health Registries Process Guide .
IRS-HSN-002	Provide to the state any scripts, support documentation, and release notes. Refer to Exhibit I - DSHS Health Registries Process Guide .
IRS-HSN-003	Record all Integration and Release Support defects in State-approved defect tracking systems.
IRS-HSN-004	Adhere to State-approved DSHS Test Management Plan. For a current example refer to Exhibit I - DSHS Health Registries Process Guide .
BTD-HSN-001	<p>Adhere to State software testing protocols, to ensure the delivery of high quality software. The testing protocol must include, but is not limited to, the following software test activities:</p> <ul style="list-style-type: none"> a. Manual and automated unit testing to validate application code changes. b. Manual and automated application integration testing to validate code changes made by multiple developer teams, and/or multiple developers, to ensure no conflict with each other. c. Partner with DSHS to conduct manual and automated Systems Integration Testing (SIT) to validate integration between application and other supporting technologies. d. Automated integrated load and stress testing to validate the performance of the application. e. Automated build validation testing to confirm the integrity of application after each build. f. Manual and automated application regression testing to validate pre-existing functionality is not adversely impacted by code changes within a Development Cycle. g. Reporting on the outcomes of all types of testing activities. h. Provide analysis and code fix, if needed, to resolve any testing issues.

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
	i. Assist in deploying fully tested software.
BTD-HSN-002	Develop, enhance, and maintain automated build and deployment scripts for efficient software deployment and configuration. These automated build and deployment scripts must be environment agnostic.
BTD-HSN-003	Establish and maintain a DEV environment that mirrors the Austin Data Center (ADC) State Dev environment. Refer to Exhibit I - DSHS Health Registries Process Guide for details.
BTD-HSN-004	Participate in and assist DSHS with troubleshooting build and deployment issues.
BTD-HSN-005	Adhering to the agreed upon project schedule, Vendor will provide Build, Test, and Deploy Services as requested by DSHS within State-approved timelines. Refer to Attachment B3 - Key Performance Measures and Liquidated Damages .
PCR-HSN-001	Identify, track, and maintain maintenance Change Requests in State-approved tool and provide DSHS with up-to-date information on any impact to the application.
PCR-HSN-002	Adhere to existing State-approved processes and procedures for triaging, escalating and implementing Project Change Requests.

2.5.4.3 Time and Materials (TAM) Subdomain

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

- 1) TAM High Level Estimates (HLE)
- 2) TAM Software development services (SDS)

See **Table 35 - Time and Materials Requirements** that include, but is not limited to, the following:

Table 35 - Time and Materials Requirements

TAM Req ID	Time and Materials Requirements
HLE-HSN-001	Vendor to submit High Level Estimate response for any DSHS non-project deliverable request within State-approved timelines.
HLE-HSN-002	The TAM Services shall be Time and Materials Not to Exceed pricing based on DSHS agreed to Labor Rates.
SDS-HSN-001	Adhering to the agreed upon HLE, Vendor to provide Software Development Services as requested by DSHS within State-approved timelines. Refer to Attachment B3 - Key Performance Measures and Liquidated Damages .

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

The Vendor is responsible to maintain and keep current all Registry Requirements in the state-owned repository. During development of DDI, MNT and TAM efforts, the Vendor must ensure the state-owned repository is up to date for both common and detailed registry requirements. In the event backlogged requirements occur the vendor will coordinate with DSHS to determine priority and placement (DDI, MNT, and TAM) of the backlogged requirements. See **Table 36 - Detailed Registry Requirements** that include, but is not limited to, the following:

Table 36 - Detailed Registry Requirements

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

2.5.5 (5) TB/HIV/STD (THISIS) Registry Domain

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

2.5.5.1 Project Management Services (PMS)

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

2.5.5.1.1 PMS Project Management Practices

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

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

2.5.5.1.2 PMS Support Services Requirements (SSR)

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

Table 37 - PMS Support Services Requirements

PMS Req ID	PMS Support Services Requirements
SSR-THS-001	Establish a PM for a registry project(s).
SSR-THS-002	Comply with State-approved deliverables, refer to Exhibit J - Health Registries Deliverables .
SSR-THS-003	Define, manage, and ensure responsibility for the project tasks, deliverables, technical specifications, risks, and issues. Manage the delivery of services throughout the life of the contract in coordination with DSHS approval. Including, but not limited to, the following: <ol style="list-style-type: none"> Provide day-to-day management of the project including overall Vendor performance, contract compliance and project status updates based on state approved frequency and schedule Manage current work plans and coordinate availability of scheduled resources to the Project Manage all Vendor resources and ensure appropriate resources are available throughout the life of the Project Establish and maintain regular communications with the DSHS project team

PMS Req ID	PMS Support Services Requirements
	<ul style="list-style-type: none"> e. Maintain status reporting, budget/cost reporting, and issue reporting, tracking, escalation, and resolution procedures f. Manage and internally review the Contractor's invoices and deliverables for conformance with the contract requirements g. Provide timely submission of contract deliverables and work products <p>Refer to Exhibit I - DSHS Health Registries Process Guide for details.</p>
SSR-THS-004	Use the State-approved tools for Project Management throughout the life of the contract and all subsequent extensions.
SSR-THS-005	<p>Log all risks and mitigation strategies associated with the delivery of the services in State-approved tools including, but not limited to, the following:</p> <ul style="list-style-type: none"> a. Develop and maintain log of risks and mitigation strategies associated with the delivery of services b. Issues and resolutions for issues identified with the delivery of services in the State-approved issue tracking system c. Risks and mitigation strategies associated with the delivery of services in the State-approved risk management system d. Vendor repository must sync with State-owned repository with an agreed upon State-approved schedule.
SSR-THS-006	<p>Provide real-time updates to State-approved risk and issue tracking systems including, but not limited to, the following:</p> <ul style="list-style-type: none"> a. Risks/Mitigation Plans b. Issues/Corrective Action Plans
SSR-THS-007	Provide program and project management support with PMI certified technology professionals. Refer Exhibit L - DSHS Health Registries Project Personnel .
SSR-THS-008	Adhere to and report compliance with all Key Performance Measures. Refer to Attachment B3 - Key Performance Measures and Liquidated Damages .
SSR-THS-009	Recommend to the State, continuous process improvement and efficiencies for the State-approved processes in Exhibit I - DSHS Health Registries Process Guide .
SSR-THS-010	Improve Health Registry development and management through the continuous improvement of processes, productivity, increased code maintainability, and reusability.
SSR-THS-011	Mitigate risk to the State, clients, end-users, and taxpayers.
SSR-THS-012	Train Vendor resources, on DSHS processes, methods and principles prior to assigning the individual to work with the Health Registries. The Vendor is required to provide all training services for their personnel to effectively

PMS Req ID	PMS Support Services Requirements
	<p>develop and maintain the Health Registries using Maven software. Training must include, but is not limited to:</p> <ul style="list-style-type: none"> a. Current DSHS Processes refer to Exhibit I - DSHS Health Registries Process Guide b. Other knowledge areas as required by DSHS c. DSHS required training, (e.g., Security, Protected Health Information (PHI), Health Insurance Portability and Accountability Act (HIPAA), Authorized User Agreement)

2.5.5.1.3 PMS Project Personnel (PER)

The Vendor is responsible to provide project personnel for all service subdomains throughout the life of the Contract's projects. Refer to **Exhibit L - DSHS Health Registries Project Personnel**. See **Table 38 - PMS Project Personnel Requirements**.

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

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

Table 38 - PMS Project Personnel Requirements

Req ID	PMS Project Personnel Requirements
PER-THS-001	Perform criminal background checks of all the Vendor personnel prior to assignment as required by the State, with results submitted to the State.
PER-THS-002	Ensure all personnel are available to the project during all normal business hours throughout the life of the Contract.
PER-THS-003	The Vendor must come on-site for testing, deployment, and training upon DSHS request.
PER-THS-004	Remove and replace any personnel deemed unacceptable by DSHS within fourteen (14) calendar days of notification. Replacement personnel must have equal to or greater qualifications as determined by DSHS.
PER-THS-005	Maintain timekeeping records of actual hours expended on any of the service subdomains. The Vendor must utilize the timekeeping data for development of monthly status reports and invoices to report on hours expended.
PER-THS-006	The Vendor will comply with all HHS Security Policy EIS-AUP, refer to Exhibit G - HHS Enterprise Information Security Acceptable Use Policy (EIS-AUP)
PER-THS-007	The Vendor will comply with DSHS's request to replace resources completely or temporarily in order to focus on critical activities as needed. (i.e. temporary absence of project personnel).
PER-THS-008	Consult with DSHS prior to the removal or transfer of personnel dedicated to supporting DSHS Health Registries.

Req ID	PMS Project Personnel Requirements
PER-THS-009	Ensure the same personnel are allocated 100% to a project during the life of the project.
PER-THS-010	Notify DSHS prior to or within five (5) business days after the termination, resignation, of any personnel during the life of the Contract.
PER-THS-011	DSHS must preapprove replacement of personnel prior to assignment to the project for the duration of the project. Replacement of personnel must have equal to or greater qualifications as determined by DSHS.
PER-THS-012	Obtain DSHS written approval for any change in personnel from the resources originally proposed in the Vendor's project proposal.
PER-THS-013	Provide an updated organization chart when personnel changes within sixty (60) calendar days of the change. Refer to Attachment B4 - Vendor Project Organizational Chart and Project Personnel .
PER-THS-014	Provide résumés and references for DSHS review and approval within fourteen (14) calendar days of notification of resignation of any personnel during Design, Development and Implementation (DDI) and Time and Materials (TAM) projects. Provide résumés to DSHS prior to the Vendor assigning replacement personnel during DDI and TAM projects.
PER-THS-015	Vendor to provide proposed project organizational structure, team roles, and assignment of personnel to effectively meet the requirements for implementing the project. The experience and qualifications of the Vendor's Personnel support DSHS's stated responsibilities for each role and are in compliance with the minimum preferred qualifications as defined in Exhibit L - DSHS Health Registries Project Personnel .

2.5.5.1.4 PMS Audit Support Services Requirements (AUD)

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

Table 39 - PMS Audit Support Services Requirements

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

2.5.5.1.5 PMS Deliverable Requirements (PDR)

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

Table 40 - PMS Deliverable Requirements

Req ID	PM Deliverable Requirements
PDR-THS-001	<p>The Vendor is responsible for creating, updating, and maintaining plans and reports which include, but are not limited to, the following:</p> <ul style="list-style-type: none"> a. Transition Deliverables <ul style="list-style-type: none"> i. Transition Project Work Plan ii. Transition Weekly Status Report iii. Readiness Assessment Plan iv. Readiness Assessment Results Report b. Design, Development, and Implementation/Software and Maintenance Services Deliverables <ul style="list-style-type: none"> i. Monthly Status Report ii. Deliverables iii. System Documentation Updated for the Release c. Project Management Deliverables <ul style="list-style-type: none"> i. Project Management Plan ii. Risk Management Plan iii. Change Management Plan iv. Configuration Management Plan v. Performance and Quality Management Plan vi. Software Specification and Guidelines vii. Support and Maintenance Plan viii. Test Management Plan ix. Project Work Plan d. Turnover Deliverables <ul style="list-style-type: none"> i. Turnover Plan ii. Turnover Results Report <p>For deliverable due dates refer to Exhibit J - Health Registries Deliverables.</p>

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

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

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

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

- a. DDI Discovery (DIS)
- b. DDI Integration and Release Support (IRS)
- c. DDI services for Build, Testing, and Deployment (BTD)
- d. DDI Project Change Request (PCR)

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

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

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
DIS-THS-001	The Vendor and DSHS will commence discovery sessions on detailed requirements and design for the overall project. Refer to Exhibit I - DSHS Health Registries Process Guide .
DIS-THS-002	Engage with State-staff and other end-users through observation and design sessions to better understand workflows and opportunities to improve user experience. Refer to Exhibit I - DSHS Health Registries Process Guide .
DIS-THS-003	Maintain state-owned repository to reflect requirements, Test Cases and Acceptance Criteria detail.
IRS-THS-001	Provide integration and release support from Vendor Dev environment to DSHS Dev environment to DSHS Test environment and from DSHS Test environment to DSHS Production upon DSHS request. Refer to Exhibit I - DSHS Health Registries Process Guide .
IRS-THS-002	Provide to the state any scripts, support documentation, and release notes. Refer to Exhibit I - DSHS Health Registries Process Guide .
IRS-THS-003	Record all Integration and Release Support defects in State-approved defect tracking systems.
IRS-THS-004	Adhere to State-approved DSHS Test Management Plan. For a current example refer to Exhibit I - DSHS Health Registries Process Guide .
BTD-THS-001	<p>Adhere to State software testing protocols, to ensure the delivery of high quality software. The testing protocol must include, but is not limited to, the following software test activities:</p> <ul style="list-style-type: none"> a. Manual and automated unit testing to validate application code changes. b. Manual and automated application integration testing to validate code changes made by multiple developer teams, and/or multiple developers, to ensure no conflict with each other. c. Partner with DSHS to conduct manual and automated Systems Integration Testing (SIT) to validate integration between application and other supporting technologies. d. Automated integrated load and stress testing to validate the performance of the application. e. Automated build validation testing to confirm the integrity of application after each build. f. Manual and automated application regression testing to validate pre-existing functionality is not adversely impacted by code changes within a Development Cycle. g. Reporting on the outcomes of all types of testing activities. h. Provide analysis and code fix, if needed, to resolve any testing issues.

DDI Req ID	Design, Development, and Implementation (DDI) Requirements
	i. Assist in deploying fully tested software.
BTD-THS-002	Develop, enhance, and maintain automated build and deployment scripts for efficient software deployment and configuration. These automated build and deployment scripts must be environment agnostic.
BTD-THS-003	Establish and maintain a DEV environment that mirrors the Austin Data Center (ADC) State Dev environment. Refer to Exhibit I - DSHS Health Registries Process Guide for details.
BTD-THS-004	Participate in and assist DSHS with troubleshooting build and deployment issues.
BTD-THS-005	Adhering to the agreed upon project schedule, Vendor will provide Build, Test, and Deploy Services as requested by DSHS within State-approved timelines. Refer to Attachment B3 - Key Performance Measures and Liquidated Damages .
PCR-THS-001	Identify, track, and maintain maintenance Change Requests in State-approved tool and provide DSHS with up-to-date information on any impact to the application.
PCR-THS-002	Adhere to existing State-approved processes and procedures for triaging, escalating and implementing Project Change Requests.

2.5.5.3 Time and Materials (TAM) Subdomain

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

- 1) TAM High Level Estimates (HLE)
- 2) TAM Software Development Services (SDS)

See **Table 42 - Time and Materials Requirements** that include, but is not limited to, the following:

Table 42 - Time and Materials Requirements

TAM Req ID	Time and Materials Requirements
HLE-THS-001	Vendor to submit High Level Estimate response for any DSHS non-project deliverable request within State-approved timelines.
HLE-THS-002	The TAM Services shall be Time and Materials Not to Exceed pricing based on DSHS agreed to Labor Rates.
SDS-THS-001	Adhering to the agreed upon HLE, Vendor to provide Software Development Services as requested by DSHS within State-approved timelines. Refer to Attachment B3 - Key Performance Measures and Liquidated Damages .

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

The Vendor is responsible to maintain and keep current all Registry Requirements in the state-owned repository. During development of DDI, MNT and TAM efforts, the Vendor must ensure the state-owned repository is up to date for both common and detailed registry requirements. In the event backlogged requirements occur the vendor will coordinate with DSHS to determine priority and placement (DDI, MNT, and TAM) of the backlogged requirements. See **Table 43 - Detailed Registry Requirements** **Table 13 - Design, Development, and Implementation (DDI) Requirements** that include, but is not limited to, the following:

Table 43 - Detailed Registry Requirements

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

2.6 GENERAL REQUIREMENTS

2.6.1 Deliverable Guideline Document (DGD)

Upon DSHS request, establish and clearly define the content and format for project deliverables, the Vendor must develop a Deliverable Guideline Document (DGD) for each deliverable identified by DSHS according to **Exhibit J - Health Registries Deliverables**. Upon acceptance by DSHS, the DGD will establish a common, agreed-upon understanding between DSHS and the Vendor regarding the purpose, scope, content, and timeline of the deliverables and to provide a process to verify deliverables meet agreed-upon standards. The complexity of the DGD shall be proportional to the complexity of the deliverables.

For each deliverable, a walk-through with DSHS may be required in advance of delivery. DSHS's review, acceptance and quality monitoring of deliverables will be in accordance with the DGD. The DGD for each project deliverable will include the following information, at a minimum:

1. The deliverable name number.
2. The deliverable name.
3. The deliverable purpose.
4. An outline / table of contents of the deliverable and a general description of the information will be contained in the deliverable.
5. Deliverable Acceptance Criteria which are consistent with the requirements of the Contract. Deliverable Acceptance Criteria will be initially developed by the Vendor and are subject to acceptance in writing by DSHS. If any of the Vendor's proposed criteria are unacceptable, DSHS, at its sole discretion, may set the acceptance criteria or require the Vendor to re-write and re-submit the DGD for submission to and approval by DSHS within ten (10) business days after written notification of DSHS's rejection of the criteria.

6. Deliverable acceptance processes, steps, and schedule.

2.6.1.1 Deliverables Delivery

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

1. Make all deliverables available electronically.
2. Utilize the DSHS-provided solution to publish the documentation deliverables online (e.g., Microsoft SharePoint or other collaboration tool).
3. Utilize the DSHS-approved process for DSHS and the Vendor to propose changes to documentation deliverables throughout the life of the project.

2.6.1.2 Deliverables Acceptance Process

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

If any deliverable cannot be provided within the scheduled timeframe, the Vendor must contact the DSHS Project Manager, in writing, with a reason for the delay and the proposed revised schedule, which DSHS may accept or reject at its sole discretion.

As part of the deliverable acceptance process, DSHS requires a review period of at least ten (10) business days following receipt of DGDs and deliverables. If DSHS requires additional time for review of complex DGDs or deliverables, extended approval deadlines will be required and the Vendor will be notified.

DSHS shall notify the Vendor of deliverable approval or rejection, along with the reason(s) for rejection and the steps the Vendor must complete so the deliverable will be acceptable. The Vendor shall have five (5) business days, or as otherwise agreed in writing by DSHS, to correct the deliverable and resubmit the deliverable for DSHS review.

Any deliverable that is not explicitly accepted is rejected. In addition, DSHS approval of Vendor work products or processes will not relieve the Vendor of liability for errors and omissions in the work products or processes.

2.6.1.3 Post Implementation Support

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

2.6.1.4 Deliverables Approval

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

2.6.2 Data Use Agreement

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

2.6.3 No Guarantee of Volume, Usage or Compensation

The System Agency makes no guarantee of volume, usage, or total compensation to be paid to any Respondent under any awarded Contract, if any, resulting from this Solicitation. Any awarded Contract is subject to appropriations and the continuing availability of funds.

The System Agency reserves the right to cancel, make partial award, or decline to award a Contract under this Solicitation at any time at its sole discretion.

2.6.4 Vendor Performance Tracking System

The Vendor Performance Tracking System (VPTS) provides the state procurement community with a comprehensive tool for evaluating vendor performance to reduce risk in the contract awarding process.

The Comptroller is required to provide VPTS under Texas Government Code, § 2262.055, and 34 Texas Admin. Code § 20.509 and § 20.115. Gov't Code § 2155.089 requires agencies to report vendor performance for purchases over \$25,000 from contracts administered by the CPA or any other purchase over \$25,000 made through delegated authority granted by CPA. Agencies are also encouraged to report vendor performance on purchases under \$25,000 and associated with purchase orders issued throughout the life of a contract, not just at its conclusion.

2.6.4.1 Purpose of VPTS

The purpose of the Vendor Performance Tracking System is to:

- Identify vendors that have exceptional performance

- Aid purchasers in making a best-value determination based on vendor past performance

- Protect the state from vendors with unethical business practices

- Provide performance grades (A-F) in five measurable categories for the CMBL vendors

- Track vendor performance for delegated and exempt purchases

2.6.4.2 Vendor Performance Report

After submission, the vendor has 30 calendar days to respond to the report if the vendor has received a score of less than a "C." Vendor responses are forwarded to the agency that initially

submitted the vendor performance report for review. The SPD will work with the agency and vendor to achieve resolution for concerns raised. Once resolved, vendor and agency comments are added to the report.

2.6.4.3 Protesting a Report Grade

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

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

2.7 DSHS RESPONSIBILITIES

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

Table 44 - DSHS Responsibilities

Responsibility ID	DSHS Responsibilities
DSHS-RES-001	Assign approved Project Change Requests to releases.
DSHS-RES-002	Assign priorities to defect fixes in conjunction with business partners through a regular DSHS facilitated triage meeting. The triage establishes priorities to manage the confirmed production defects already logged.
DSHS-RES-003	Perform data preparation required for efficient software testing. The data preparation supports the following software QA activities: <ul style="list-style-type: none"> a. Systems Integration Testing b. Load and Stress Testing c. Build Validation Testing d. Regression Testing
DSHS-RES-004	Review and approve/reject all deliverables.
DSHS-RES-005	Perform Database Administration
DSHS-RES-006	DSHS Program Management and Application Development teams will: <ul style="list-style-type: none"> a. Facilitate Go/No-Go decisions during release readiness for all deliverables in each development cycle, emergency, and maintenance releases.

Responsibility ID	DSHS Responsibilities
	<ul style="list-style-type: none"> b. Facilitate any late inclusion of items with approvals during release readiness for all development cycles, emergency, and maintenance releases.
DSHS-RES-007	<p>Provide support for the Vendor's staff when onsite for testing, troubleshooting, or demonstrating new releases including, but not limited to the following:</p> <ul style="list-style-type: none"> a. Desktop and local network printers b. Desktop antivirus support and maintenance on DSHS-provided desktop systems c. Desktop break-fix services for Contractor staff who use State provided desktop systems d. Desktop support and maintenance of State software on State provided Contractor desktops e. Local Area Network (LAN) and Wide Area Network (WAN) support and maintenance f. Multi-function LAN-attached copier/scanner/fax machines support g. Voice/phone support and maintenance
DSHS-RES-008	Provide the appropriate licenses to allow Vendor personnel to report time on any DDI, MNT, and TAM projects.
DSHS-RES-009	DSHS program staff is TIER I support for the Health Registries. DSHS Application Development staff is TIER II support for the Health Registries. If TIER II support cannot resolve issue, DSHS will determine severity and priority of issue and report the issue for Vendor review and resolution.
DSHS-RES-010	DSHS IT Application Development will promote builds in the DSHS DEV, Test, and Production environments in the Austin Data Center (ADC) and San Angelo Data Center (SDC).
DSHS-RES-011	<p>HHSC/DSHS Operations and Technology will:</p> <ul style="list-style-type: none"> a. Maintain sufficient hardware technology for Health Registry application b. Maintain database technology to support the Health Registries c. Maintain backups of data d. Execute Disaster Recovery process when required
DSHS-RES-012	DSHS updates configuration management
DSHS-RES-013	<p>DSHS responsible for updating Process Guide and informing vendor of business or technical process changes made in the Process Guide. The Process Guide provides business and technical standards, including but not limited to the following:</p> <ul style="list-style-type: none"> a. Health Registries Business Process Standards

Responsibility ID	DSHS Responsibilities
	<ul style="list-style-type: none">i. International Classification of Disease (ICD) Codes updatesii. Procedure Code updatesiii. CDC updates DSHS Technical Standards <ul style="list-style-type: none">i. Change Management Processii. Testing Process Refer to Exhibit I - DSHS Health Registries Process Guide.

ARTICLE III. ADMINISTRATIVE INFORMATION

3.1 SCHEDULE OF EVENTS

Table 45 - Schedule of Events

EVENT	DATE/TIME
Solicitation Release Date	7/2/2018
Deadline for Submitting Questions	7/6/2018 @ 12:00 PM Central Time
Deadline for submission of Solicitation Responses [NOTE: Responses must be <u>RECEIVED</u> by DSHS by the deadline.]	7/16/2018 AT 2:00 PM Central Time
Evaluation Period	7/16/2018 - 7/17/2018
Anticipated Contract Start Date	9/1/2018

NOTE: These dates are a tentative schedule of events. The System Agency reserves the right to modify these dates at any time upon notice posted to the Electronic State Business Daily (ESBD). Any dates listed after the Solicitation Response deadline will occur at the discretion of the System Agency and may occur earlier or later than scheduled without notification on the ESBD.

3.2 CHANGES, AMENDMENT OR MODIFICATION TO SOLICITATION

The System Agency reserves the right to change, amend or modify any provision of this Solicitation, or to withdraw this Solicitation at any time prior to award if it is in the best interest of the System Agency. Any such revisions will be posted such on the ESBD. It is the responsibility of Respondent to periodically check the ESBD to ensure full compliance with the requirements of this Solicitation.

3.3 IRREGULARITIES

Any irregularities or lack of clarity in this Solicitation should be brought to the attention of the Point of Contact listed in Section 3.5.1 as soon as possible so corrective addenda may be furnished to prospective Vendors.

3.4 INFORMALITIES

The System Agency reserves the right to waive minor informalities in a Solicitation Response if it is in the best interest of the System Agency. A "minor informality" is an omission or error that, in the System Agency's determination if waived or modified when evaluating Solicitation Responses, would not give a Vendor an unfair advantage over other Vendors or result in a material change in the Solicitation Response or Solicitation requirements.

3.5 INQUIRIES

3.5.1 Point of Contact

All requests, questions or other communication about this Solicitation shall be made in writing to the System Agency's Purchasing Department, addressed to the person listed below. All communications between Vendors and other System Agency staff members concerning the Solicitation are strictly prohibited. **Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.**

Mark Cooper
Procurement and Contracting Services (PCS)
Texas Health and Human Services Commission
1100 W 49th St
Mail Code: 2020
Austin, TX 78756
Phone: 512-406-2410
Email: Mark.Cooper@hhsc.state.tx.us

3.5.2 Prohibited Communication

On issuance of this Solicitation, except for the written inquiries described in Section 3.5.4 and 3.5.5 below, the System Agency, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representative(s). Attempts to ask questions by phone or in person will not be allowed or recognized as valid. Respondent shall rely only on written statements issued by or through the System Agency's designated staff as provided by this Section. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation. **Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.**

3.5.3 Exception to Single Point of Contact

The only exception to the single point of contact is the HUB Coordinator. Should Vendors have questions regarding proper completion of the HUB Subcontracting Plan, the HUB coordinator may be contacted at cheryl.bradley@hhsc.state.tx.us with a copy to the purchaser listed above.

3.5.4 Questions

The System Agency will allow written questions and requests for clarification of this Solicitation. Questions must be submitted in writing and sent by U.S. First class mail or email to the Point of Contact listed in section 3.5.1 above. Vendors' names will be removed from questions in any responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

1. Identifying Solicitation number
2. Section Number
3. Paragraph Number
4. Page Number

5. Text of passage being questioned
6. Question

NOTE: Questions or other written requests for clarification must be received by the Point of Contact by the deadline set forth in Section 3.5.1 above. However, the System Agency, at its sole discretion, may respond to questions or other written requests received after the deadline. Please provide company name, address, phone number; fax number, e-mail address, and name of contact person when submitting questions.

3.5.5 Clarification

Vendors must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omissions, or other error in the Solicitation in the manner and by the deadline for submitting questions in section 3.1. If a Vendor fails to properly and timely notify the Point of Contact of such issues, the Vendor submits its Solicitation at its own risk, and if awarded a Contract: (1) shall have waived any claim of error or ambiguity in the Solicitation and any resulting Contract, (2) shall not contest the interpretation by any HHSC of such provision(s), and (3) shall not be entitled to additional compensation, relief, or time by reason of ambiguity, error, or later correction.

3.5.6 Responses

Responses to questions or other written requests for clarification may be posted on the ESBD. The System Agency reserves the right to amend answers prior to the deadline for submission of Solicitation Responses. Amended answers may be posted on the ESBD. It is Vendor's responsibility to check the ESBD. The System Agency also reserves the right to decline to answer any question or questions or to provide a single consolidated response of all questions they choose to answer in any manner at the System Agencies sole discretion.

3.6 PROCUREMENT LIBRARY

DSHS will maintain a Procurement Library for this RFO containing certain reference information related to the procurement. The Procurement Library is only available and applicable to Vendors after the final RFO is available for public viewing and bidding. DSHS will update, add, or remove documents in the Procurement Library as needed. The Procurement Library will include a change log for the library. Potential Vendors must submit a request for access to the Procurement Library.

Access to the Procurement Library will require the following:

1. The Vendor must create an Office 365 email address using the following link:
<https://login.microsoftonline.com/login.srf>
2. The Vendor must sign a Nondisclosure Agreement (NDA) using their Office 365 email address. Link to the secure NDA is:
<https://na2.docuSign.net/member/PowerFormSigning.aspx?PowerFormId=faa13a72-c56d-4996-a812-9857722f59a0>
3. Upon receipt of the electronic submission of a signed NDA, respondents will receive a link to access the Procurement Library for this RFO.

NOTE: Hard Copies of the NDA will not be provided. The only way for Vendors to access the Procurement Library is to follow the instructions above. Samples of incumbent service provider deliverables are provided for background information only. They are not illustrative of the deliverable requirements for the RFO. This RFO document is the only authoritative source for deliverable requirements.

3.7 SOLICITATION RESPONSE COMPOSITION

3.7.1 General

The Vendor proposal must address all the seven (7) subdomains listed in the RFO. The Vendor proposals must be in separate parts with the associated attachments:

1. Part 1 Business and Technical Proposal

- a. Attachment B1 - Deliverables Checklist
- b. Attachment B3 - Key Performance Measures and Liquidated Damages
- c. Attachment B4 - Vendor Project Organizational Chart and Project Personnel
- d. Attachment B5 - Health Registries Requirements Checklist

2. Part 2 Required Vendor Information

- a. Attachment B2 - Past Performance Template

3. Part 3 Cost Proposal

- a. Attachment A1 - Pricing Workbook
- b. Attachment A2 - Financial Requirements Checklist

Vendor shall submit:

1. One (1) hardcopy of a document containing the following: Business Proposal, Technical Proposal, and Required Vendor Information (as outlined in Article V). All marked as “**Original**” and signed in ink, by an authorized representative.
2. Separate One (1) hardcopy of the Cost Proposal for seven (7) service subdomains, separated by service marked “**Original**” and signed in ink, by an authorized representative.
3. One (1) hardcopy of the HUB Subcontracting Plan marked “**Original**” and signed in ink, by an authorized representative.
4. Five (5) hardcopies of the following:
 - a. Business Proposal, Technical Proposal, and Required Vendor Information marked “**Copy**”
 - b. Cost Proposal marked “**Copy**”.
5. Five (5) electronic copies of the complete version of document containing the following: **Business and Technical Proposal**, and **Required Vendor Information** in a searchable **portable document format (PDF)** on five (5) separate USB flash drives.
6. Five (5) electronic copies of the **Cost Proposal** in a **searchable portable document format (PDF)** and Excel (xls) for the Pricing Workbook on five (5) separate USB flash drives.

7. Five (5) electronic copies of complete version of document containing the following: Business and Technical Proposal, and Required Vendor Information in searchable **Microsoft Word 2013 (docx)** on five (5) separate USB flash drives.
8. One (1) electronic copy of the HUB Subcontracting Plan on portable media, such as a flash drive, in searchable Microsoft Word 2013 (docx).

NOTE: Vendors must submit “searchable” PDF and Microsoft Word files. Submitting non-searchable PDF and Microsoft Word files will be deemed non-compliant. Full or partial text documents converted to non-searchable images is prohibited.

Original proposals must be clearly marked. Any disparities between the contents of the original hardcopy proposals and the electronic proposals will be interpreted in favor of DSHS.

The original hard copies and all copies must include all required attachments, checklists, and other documents. Failure to submit all required documents in the required format(s) may result in disqualification of the RFO response without further consideration. A Vendor shall prepare a RFO Response clearly and concisely representing the Vendor’s qualifications and capabilities under this RFO. Expensive bindings, colored displays, and promotional materials, are not necessary or desired. The Vendor should follow the instructions and requirements of the RFO. DSHS, in its sole discretion, may reject any and all proposals thereof.

3.7.2 Submission in Separate Parts

1. RFO Responses must be submitted in separate parts in accordance with the following:
 - a. Business and Technical Proposal
 - b. Required Vendor Information
 - c. Cost Proposal
 - d. HUB Subcontracting Plan
2. Paper documents (i.e. the original and each hard copy) must be separated by binding or separate packaging
3. Electronic submissions must be separated by electronic medium used for submission (i.e. flash drive)
4. The entire RFO Response, including all separated paper documents and electronic copies must then be submitted in one package to DSHS at the address listed in section 3.8.3.

3.7.3 Page Limit and Supporting Documentation

The Business/Technical Proposal should not exceed 200 pages in length, not including appendices, attachments or résumés, and should be formatted as follows: 8 ½" x 11" paper, 12 pitch font size, and single-sided. All diagrams, charts, flow charts and workflows can be formatted using eight (8) point font size. If complete Solicitation responses are provided without referencing supporting documentation, such documentation must be provided with the Solicitation Response, with specific reference made to the tab, page, section, and/or paragraph where the supporting information can be found. The electronic copy must be organized with a file format corresponding with the checklist provided in this RFO.

3.7.4 Discrepancies

Discrepancies or disparities between the contents of original Solicitation Responses and copies will be interpreted in favor of the System Agency. If Vendor fails to designate an "ORIGINAL," the System Agency may reject the Solicitation Response or select a copy to be used as the original.

3.7.5 Exceptions

DSHS will more favorably evaluate responses that offer no or few exceptions, reservations, or limitations to the terms and conditions of the Solicitation. . Refer to **Exhibit C2 - Uniform Terms and Conditions**.

Vendors are highly encouraged, in lieu of including exceptions in their Solicitation Responses, to address all issues that might be advanced by way of exception by submitting such issues pursuant to Section 3.5.4. Any exception included in a Solicitation Response may result in a Respondent not being awarded a Contract. If a Respondent includes exceptions in its Solicitation Response, Respondent is required to use the Exceptions Form included as **Exhibit B - Exceptions and Assumptions Form** to this Solicitation and provide all information requested on the form (Solicitation Section Number, Solicitation Section Title, Language to which Exception is Taken, Proposed Language, and Statement as to whether or not, by indicating only "yes" or "no," Respondent still wants to be considered for a Contract award if the exception is denied). Any exception that does not provide all required information without qualification in the format set forth in **Exhibit B - Exceptions and Assumptions Form** may be rejected without consideration.

No exception, nor any other term, condition, or provision in a Solicitation response that differs, varies from or contradicts this solicitation will be considered to be part of any Contract resulting from this Solicitation unless expressly made a part of the Contract in writing by the System Agency.

A Solicitation Response should be responsive to the Solicitation as worded, not with any assumption that any or all terms, conditions, or provisions of the Solicitation will be negotiated. Furthermore, all Solicitation Responses constitute binding offers. **Any Solicitation Response to this Solicitation that includes any type of disclaimer or other statement indicating that the response does not constitute a binding offer may be disqualified.**

3.7.6 Assumptions

The Vendor must identify on the assumptions form (**Exhibit B - Exceptions and Assumptions Form**) any business technical, financial, legal, programmatic, or practical assumptions that underlie the Vendor's response to the Solicitation. DSHS reserves the right to accept or reject any assumptions. Any assumptions not provided in **Exhibit B - Exceptions and Assumptions Form** will be rejected without consideration.

3.8 SOLICITATION RESPONSE SUBMISSION AND DELIVERY

3.8.1 Deadline

Solicitation Responses must be received at the address in Section 3.8.3 time-stamped by the System Agency no later than the date and time specified in Section 3.1

3.8.2 Labeling

Solicitation Responses shall be placed in a sealed box and clearly labeled as follows:

Table 46 - Responses Labeling Requirements

Responses Labeling Requirements	
RFO NO:	HHS0001166
RFO NAME:	Health Registry Software Development and Maintenance
RFO RESPONSE DEADLINE:	TBD Date, TBD Time

DSHS will not be held responsible for any Solicitation response mishandled prior to receipt by DSHS. It is the Vendor's responsibility to appropriately mark and deliver the Solicitation Response to DSHS by the specified date and time.

3.8.3 Delivery

Vendor must deliver Solicitation Responses by one of the methods below. Solicitation Responses submitted by any other method (e.g. facsimile, telephone, email) will NOT be considered.

Table 47 - Address for Delivery of Proposal

U.S. Postal Service	Overnight/Express Mail	Hand Delivery
Mark Cooper Attn: Bid Room HHS Procurement and Contracting Services Texas Health & Human Services Commission 1100 W 49 th Street MC 2020 Austin, TX 78756	Mark Cooper Attn: Bid Room HHS Procurement and Contracting Services Texas Health & Human Services Commission 1100 W 49 th Street MC 2020 Austin, TX 78756	Mark Cooper Attn: Bid Room HHS Procurement and Contracting Services Texas Health & Human Services Commission 1100 W 49 th Street MC 2020 Austin, TX 78756

NOTE: All Solicitation Responses become the property of DSHS after submission and will not be returned to Respondent.

3.8.4 Alterations, Modifications, and Withdrawals

Prior to the Solicitation Response submission deadline, a Respondent may: (1) withdraw its Solicitation Response by submitting a written request to the Point of Contact identified in Section 3.5.1; or (2) modify its Solicitation Response by submitting a written amendment to the Point of Contact identified in Section 3.5.1. The System Agency may request Solicitation Response Modifications at any time.

3.9 GENERAL OFFER TERMS

3.9.1 Amendment

DSHS reserves the right to alter, amend or modify any provision of this Solicitation, or to withdraw this Solicitation, at any time prior to award, if it is in the best interest of the State.

3.9.2 Cost Incurred

Vendors understand issuance of this RFO in no way constitutes a commitment by DSHS to award a Contract or to pay any costs incurred by a Vendor in the preparation of a response to this RFO. DSHS is not liable for any costs incurred by a Vendor prior to issuance of or entering into a formal

agreement, contract, or purchase order. Costs of developing proposals, preparing for, or participating in oral presentations and site visits, or any other similar expenses incurred by a Vendor are entirely the responsibility of the Vendor, and will not be reimbursed in any manner by the State of Texas.

3.9.3 Offer Period

Solicitation Responses shall be binding for a period of 365 calendar days after the due date for submission of Solicitation Responses. Each Vendor may extend the time for which its Solicitation Response will be honored. Upon Contract execution, prices agreed upon by the Vendor(s) are irrevocable for the term of the Contract and any Contract renewals or extension(s). No other costs, rates, or fees shall be payable to the Vendor unless expressly agreed upon in writing by DSHS.

3.9.4 Contract Responsibility

DSHS will look solely to the Vendor for the full performance of all contractual obligations resulting from an award based on this Solicitation. The Vendor shall not be relieved of its obligations for any nonperformance by its subcontractors.

3.9.5 Contract Award Terms and Execution

DSHS intends to award one (1) or more Contracts as a result of this Solicitation. Any award is contingent upon approval of the DSHS Executive Commissioner or designee.

If, for any reason, a final Contract cannot be negotiated with a Vendor selected for award within ninety (90) calendar days of determining the Vendors within the competitive range, DSHS reserves the right to negotiate a contract with the next highest scoring Vendor or may withdraw, modify, or partially award this Solicitation.

3.9.6 Contract Term and Optional Extension(s)

DSHS anticipates the initial duration of any Contract resulting from this Solicitation shall be for a period of three (3) years. DSHS, at its sole option, may extend any Contract awarded pursuant to this Solicitation for up to two (2) additional one (1) year periods: Extension Period one (1) and Extension Period two (2). Any extension of the Contract must be in writing and approved by the DSHS Executive Commissioner or designee.

Following the base term and any allowable extensions as described above, DSHS may extend any resulting Contract for the purpose of completing a new procurement, and/or transitioning to a new Vendor if necessary to avoid interruption in DSHS services.

3.9.7 Protest

If a Vendor wishes to file a protest they may do so in accordance with the rules published by HHSC in the Texas Administrative Code, Title 1, [§§391.401 - 391.409](#).

ARTICLE IV. SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS

4.1 EVALUATION CRITERIA

4.1.1 Conformance with State Law

Solicitation responses shall be evaluated in accordance with [§2155.144](#) and [§2157.003](#) of the Texas Government Code. DSHS shall not be obligated to accept the lowest priced Solicitation response, but shall make an award to the Vendor providing the best value to the State of Texas.

DSHS discourages Vendors from proposing prices and timelines for Health Registry Software Development and Maintenance RFO that cannot reasonably be achieved with the intention of making up the difference via the Change Management Process and various other business processes. The Proposal Evaluation Team will determine if the Cost proposal is commensurate with the Business Proposal and the Technical Proposal based on pre-defined evaluation criteria.

4.1.2 Minimum Qualifications

The Vendor must meet the minimum qualifications listed below. Furthermore, Solicitation responses appearing unrealistic in terms of technical commitment, showing a lack of technical competence, or indicating a failure to comprehend the risk and complexity of a potential Contract may be rejected, in the sole discretion of DSHS.

1. The Vendor must have a minimum of three (3) references from projects performed using the Maven software product within the last five (5) years demonstrating the Vendor's ability to perform the SOW described in the RFO.
2. The Vendor must have minimum of five (5) years of experience working with the Maven software product similar to the magnitude and complexity of DSHS Health Registries.
3. The Vendor must supply evidence of financial information in accordance to Article VII (section 7.3.6). If any of these elements are not available, the Vendor shall provide a statement as part of this response explaining why the element is not available and alternative evidence of financial stability and solvency. DSHS, in its sole discretion, shall determine the adequacy of any information provided. DSHS reserves the right to request additional financial information at any point during the procurement, as it deems necessary, to evaluate the Vendor and/or the Vendor's parent or subcontractors, and by submission of a Response, Vendor agrees to provide same.
4. Certified or Authorized resellers of Maven products must provide a current copy of certification or authorization with the proposal.
5. The Vendor must be authorized to currently do business in the State of Texas as evidenced by Certificate of Authority from the Secretary of State to do business in Texas.

4.1.3 Specific Criteria

Solicitation Responses shall be consistently evaluated and scored in accordance with the specific criteria presented in this section. The following URL:

<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2155.htm> obligates DSHS to purchase goods and services on the basis of best value.

DSHS will evaluate proposals based on the following criteria for automated information systems or services purchases, listed in order of priority Solicitation Responses shall be consistently evaluated and scored in accordance with the following criteria. The criteria and weight to be used in determining the best value for the State of Texas for the DSHS Health Registries Development and Maintenance Services is as follows:

1. Vendor capabilities and performance 30%: The Vendor's corporate background as it relates to similar DSHS Health Registries technical, and maintenance support service projects for IT in a State, Federal, or corporate environment, with experience demonstrating comparable size, complexity, and industry. Preference will be given to Vendors with Maven Systems experience in a State/Federal setting.
2. Business Technical 20%: The Vendor's business technical approach to meeting the requirements for the seven (7) subdomains, the Vendor's System Development Life Cycle (SDLC) approach, the Vendor's proposed Transition Project Work Plan, Project Management Plan and Vendors experience with Maven products.
3. Cost 50%: The reasonableness of Vendor's proposed pricing.

4.1.4 Other Information

DSHS may contact references provided in response to this Solicitation, contact Respondent's clients, or solicit information from any available source. DSHS shall solicit information from the Comptroller's Vendor Performance Tracking System for past performance as noted in Section 2.6.4.

4.2 INITIAL COMPLIANCE SCREENING

The System Agency will perform an initial screening of all Solicitation Responses received. Unsigned Solicitation Responses, and Solicitation Responses that do not meet Section 4.1.2 above and/or do not include all required forms and information may be subject to rejection without further evaluation.

4.3 COMPETITIVE RANGE AND BEST AND FINAL OFFER

The System Agency may determine that certain Solicitation Responses are within the competitive range, and may use this range to award multiple Contracts or as a basis to request a Best and Final Offer ("BAFO") from Vendors. If the System Agency elects to limit award consideration to a competitive range, the competitive range will consist of the Solicitation Responses that receive the highest or most satisfactory ratings, based on the published evaluation criteria and procedures governing this procurement. The System Agency, in the interest of administrative efficiency, may place reasonable limits on the number of Solicitation Responses that will be included in the competitive range.

The System Agency may, at its discretion request that any or all Vendors provide a BAFO. A request for a BAFO from a System Agency does not guarantee an award or further negotiations.

4.4 ORAL PRESENTATIONS AND SITE VISITS

The System Agency may require an oral presentation from any or all Vendors. Information from oral presentations may be used as part or in whole as justification for contract award. Vendors will be provided with advance notice of any such oral presentation and are responsible for their own presentation equipment. Failure to participate in the requested presentation may eliminate a Respondent from further consideration. The System Agency is not responsible for any costs incurred by the Respondent in preparation for any oral presentation.

The System Agency may require site visits from any or all Vendors. The System Agency will notify selected Vendors of the time and location of site visits. Failure to permit or participate in the requested site visit may eliminate a Respondent from further consideration. The System Agency is not responsible for any costs incurred by the Respondent in preparation for any site visit.

4.5 QUESTIONS OR REQUESTS FOR CLARIFICATION BY DSHS

The System Agency reserves the right to ask questions or request clarification from any Respondent at any time during the Solicitation process, including during Oral Presentations, Site Visits, or during the BAFO process.

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ARTICLE V. BUSINESS/TECHNICAL PROPOSAL

RFO Responses will describe, in full, the intended approach to meeting the requirements of the RFO. Vendors are encouraged to succinctly respond to the RFO through an economical use of language. Marketing puffery, purely promotional statements, and other non-substantive statements will not be considered. Excessive use of such items may be construed as a lack of understanding of the needs of DSHS and the requirements contained in the RFO. Vendors must realize failure to provide the services specifically required may result in disqualification. The Business Proposal must describe the Vendor's proposed processes, practices, and methodologies for providing all components of the SOW described in Article II of this RFO, and the financial approach (Article VIII of this RFO).

The Vendor must complete **Exhibit B - Exceptions and Assumptions Form** for any Business and Technical Proposal assumptions and exceptions.

The Business and Technical Proposal must include the following sections:

1. Section 1 – Transmittal Letter
2. Section 2 – Executive Summary
3. Section 3 – Vendor Project Organization Chart
4. Section 4 – Subdomain Approach
5. Section 5 – Transition Domain
6. Section 6 – Appendices for Business and Technical Proposal

5.1 TRANSMITTAL LETTER

The Vendor will provide a transmittal letter, signed by an individual authorized to legally bind the Vendor to the terms and conditions of this RFO and identifying the individuals authorized to negotiate on behalf of the Vendor. This letter will also include contact information for these individual(s).

5.2 EXECUTIVE SUMMARY

The Vendor must provide an Executive Summary of the proposal (excluding cost information) asserting Vendor's approach to meeting the RFO's requirements. The summary must demonstrate an understanding of DSHS's requirements for this procurement. The Executive Summary must not exceed five pages and must represent a full and concise summary of the contents of the proposal.

5.3 VENDOR PROJECT ORGANIZATION CHART

The Vendor must provide a project organization chart that includes the proposed project personnel, associated team roles, and the requisite skill for each role. Complete **Attachment B4 - Vendor Project Organizational Chart and Project Personnel**. In addition, the Vendor must provide a high-level narrative description of the project team organization, individual teams, and project roles.

5.4 DOMAIN APPROACH

Provide a narrative explaining in full the intended approach to meeting the requirements of all five (5) Registry domains of the RFO. Merely referencing the Health Registries Requirements, repeating a requirement statement, or stating the Vendor agrees to provide the required service or deliverable does not demonstrate that the Vendor understands the requirement and offers an acceptable proposal; this may result in a less favorable evaluation.

5.5 SUBDOMAIN APPROACH

Provide a narrative explaining in full the intended approach to meeting the requirements of all seven (7) Registry subdomains of the RFO. The seven (7) Registry subdomains can be determined by adding the subdomains within the Common Across all Registries (see Section 2.3) with the respective registry domain's subdomains. Merely referencing the Health Registries Requirements, repeating a requirement statement, or stating the Vendor agrees to provide the required service or deliverable does not demonstrate that the Vendor understands the requirement and offers an acceptable proposal; this may result in a less favorable evaluation.

5.6 APPENDICES FOR BUSINESS / TECHNICAL PROPOSAL

Include the following appendices to the Business / Technical Proposal:

1. The Vendor will include the following completed attachments in this section of the Business and Technical Proposal.
 - a. Attachment B1 - Deliverables Checklist
 - b. Attachment B2 - Past Performance Template
 - c. Attachment B3 - Key Performance Measures and Liquidated Damages
 - d. Attachment B4 - Vendor Project Organizational Chart and Project Personnel
 - e. Attachment B5 - Health Registries Requirements Checklist
2. Initial versions of the Vendor's proposed Transition Project Work Plan and Project Management Plan, as described under each Health Registry Domain in the Project Management Services (PMS) subdomain.

ARTICLE VI. REQUIRED RESPONDENT INFORMATION

6.1 COMPANY INFORMATION

The Vendor must provide evidence of its ability to provide the services described in this Solicitation. As a part of the Solicitation response requested in Article IV, the Vendor must provide the required Vendor information requested in this section.

6.1.1 Company Narrative

Provide a detailed narrative explaining why the Vendor is qualified to provide the services enumerated in Article II, focusing on the Vendor's key strengths and competitive advantages without any marketing material.

6.1.2 Company Profile

Provide a company profile to include:

1. The company ownership structure (corporation, partnership, LLC, or sole proprietorship), including any wholly-owned subsidiaries, affiliated companies, or joint ventures. *(Please provide this information in a narrative and as a graphical representation)* If Respondent is an Affiliate of, or has a joint venture or strategic alliance with, another company, Respondent must identify the percentage of ownership and the percentage of the parent's ownership. The entity performing the majority of the Work under a Contract, throughout the duration of the Contract, must be the primary bidder. Finally, please provide your proposed operating structure for the services requested under this Solicitation and which entities (i.e. parent company, Affiliate, Joint Venture, subcontractor) will be performing them
2. The year the company was founded and/or incorporated. If incorporated, please indicate the state where the company is incorporated and the date of incorporation;
3. The location of company headquarters and any field office(s) that may provide services for any resulting Contract under this Solicitation;
4. The number of employees in the company, both locally and nationally, and the location(s) from which employees will be assigned;
5. The name, address, and telephone number of Respondent's point of contact for any resulting Contract under this Solicitation; and
6. Indicate whether the company has ever been engaged under a contract by any Texas state agency. If "Yes," specify when, for what duties, and for which agency.

NOTE: If Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided as well.

6.2 REFERENCES

1. The Vendor shall provide a minimum of three (3) clients or customer references from similar contracts and or projects performed, preferably for federal, State and/or local

government, within the last five (5) years. The Vendor must provide the following information for each project and or contract reference:

- a. Project and or contract name
 - b. Name and address of client
 - c. Name and phone number of client contact (contract or project manager)
 - d. Email address for client contact
 - e. Contract start date and duration
 - f. Type and total cost of project and or contract
 - g. Brief description of project and or contract
 - h. Role of the Vendor on the project and or contract
 - i. SDLC Methodologies on the project and or contract
 - j. Number of Vendor staff by position participating in project and or contract
 - k. Personnel assigned to the reference project that are proposed for a role under this Solicitation
 - l. Outcome of the project and or contract
 - m. Relationship of the project and or contract to the five (5) Registry Domains and seven (7) subdomains under this Solicitation
 - i. The Vendor and/or its subcontractor(s) has successfully performed design, development, and implementation of Maven products.
 - ii. The Vendor and/or its subcontractor(s) has successfully operated and maintained a complete system of similar complexity and with a similar SOW as is included in this RFO.
 - iii. The Vendor and/or its subcontractor(s) has been responsible for providing services largely meeting the requirements of the complete and varied SOW described in this RFO.
 - iv. The Vendor and/or its subcontractor(s) has successfully used PMI SDLC methodology for a minimum of two (2) years successfully maintaining Maven products while running multiple teams simultaneously.
2. DSHS will have the right to contact any Vendor references and discuss the client's level of satisfaction with the Vendor and the Vendor's products or services.
 3. For each project reference, the Vendor must complete a Past Performance Template, see **Attachment B2 - Past Performance Template**.
 4. No references from current or former employees of the Vendor or its subcontractors will be accepted.
 5. Failure to include acceptable project references may result in disqualification of the RFO response without further consideration.

6.3 MAJOR SUBCONTRACTOR INFORMATION

1. The Vendor must identify any major subcontractors whom the Vendor intends to utilize in performing fifteen percent (15%) or more of the total Contract value.
2. If the Vendor proposes to use any major subcontractor(s), the Vendor must describe any existing or ongoing relationships with the subcontractor(s), including project descriptions.
3. The Vendor must also include a description of corporate background and experience for major subcontractor(s).
4. The Vendor must indicate whether or not the Vendor holds any financial interest in any major subcontractor. It may be required as a condition of award an authorized officer or agent of each proposed major subcontractor sign a statement to the effect that the subcontractor has read, and will agree to abide by, Vendor's obligations under any Contract awarded pursuant to this RFO.

6.4 LITIGATION AND CONTRACT HISTORY

The Vendor must include in its Solicitation response a complete disclosure of any alleged or significant contractual failures, see **Exhibit A3 - Vendor Information and Disclosures**. In addition, the Vendor must disclose any civil or criminal litigation, commercial arbitration, administrative action or investigation over the last five (5) years that involves the Vendor or in which the Vendor has been judged guilty or liable including any allegations of such that are currently pending.

The Vendor must also disclose any settlement agreements entered into in the last five (5) years related to alleged contractual failures of any type. Failure to comply with the terms of this provision may disqualify the Vendor. Solicitation response may be rejected based upon Vendor's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

6.5 CONFLICTS

The Vendor must certify it does not have any personal or business interests that present a conflict of interest with respect to the Contract, see **Exhibit A3 - Vendor Information and Disclosures**. Additionally, if applicable, the Vendor must disclose all potential conflicts of interest. The Vendor must describe the measures taken to ensure there will be no actual conflict of interest and fairness, independence and objectivity will be maintained. DSHS will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the Contract. Failure to identify actual and potential conflicts of interest may result in disqualification of a Solicitation Response or termination of a Contract.

Include activities of affiliated or parent organizations and individuals who may be assigned to this Contract, if any.

Additionally, pursuant to Section 2252.908 of the Texas Government Code, a successful Vendor awarded a Contract greater than \$1 million dollars, or that requires an action or vote of the

governing body, must submit a disclosure of interested parties to DSHS at the time the business entity submits the signed Contract. Rules and filing instructions may be found on the Texas Ethics Commission's public website and additional instructions will be given by DSHS to successful Vendors.

6.6 AFFIRMATIONS AND CERTIFICATIONS

The Vendor must complete and return all of the following listed forms:

1. Affirmations and Solicitation Acceptance (Exhibit A)
2. General Affirmations (Exhibit A1)
3. Non-Construction Federal Assurances and Lobbying Certification (Exhibit A2)
4. Vendor Information Disclosures (Exhibit A3)
5. Exceptions and Assumptions Form (Exhibit B)
6. Security and Privacy Initial Inquiry (SPI) (Exhibit E)
7. HUB Participation Requirement (Exhibit F)

6.7 OTHER REPORTS

6.7.1 Dun and Bradstreet Report

Vendors with a Dun and Bradstreet number must include a Comprehensive Insight Plus Report, Business Information Report or Credit eValuator Report with their Solicitation Response.

6.7.2 Financial Capacity and Annual Report Information

Respondent shall submit an annual report, which must include:

1. Last three (3) years of audited financial statements;
2. If applicable, last two (2) years of consolidated statements for any holding companies or affiliates;
3. An un-audited financial statement of the most recent quarter of operation; and
4. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this Contract.

If Respondent is unable to provide the annual report specified above, Respondent may, at the discretion of the System Agency, provide the following annual report:

1. Last five (5) years unaudited financial statements or a balance sheet statement of financial position;
2. An un-audited financial statement of the most recent quarter of operation; and
3. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this Contract.

6.8 CORPORATE GUARANTEE

If the respondent is substantially owned or controlled, in whole or in part, by one or more other legal entities, the respondent must submit the information required under the “Financial Capacity” section above for each such entity, including the most recent financial statement for each such entity. The respondent must also include a statement that the entity or entities will unconditionally guarantee performance by the respondent of each and every obligation, warranty, covenant, term and condition of the Contract. If DSHS determines that an entity does not have sufficient financial resources to guarantee the respondent’s performance, DSHS may require the Vendor to obtain another acceptable financial instrument or resource from such entity, or to obtain an acceptable guarantee from another entity with sufficient financial resources to guarantee performance.

6.9 HUB SUBCONTRACTING PLAN

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the RFO, in a separate sealed envelope, with the RFO submission, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with **Exhibit F** and the HSP. In addition submit one (1) electronic copy of the HSP on a portable media, such as a flash drive, compatible with Microsoft Office 2000.

6.10 TERMS AND CONDITIONS ATTACHED TO RESPONSE

Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

ARTICLE VII. COST PROPOSAL

7.1 COST PROPOSAL

Cost Proposal information must not be included with the Vendor's Business and Technical proposals. The Vendor must not disclose its Cost Proposal or other pricing information in the body of the business and technical proposals. Including cost or price information in the business and technical proposals may be cause for proposal disqualification.

The Vendor will provide a Pricing Workbook (Attachment A-1) as described below and further specified in the Pricing Workbook instructions.

All Vendors must submit a comprehensive and complete Cost Proposal that meets all the requirements specified within this RFO. The complete Cost Proposal must contain the following sections:

Section 1 - Cover Letter

Section 2 - Cost Proposal Assumptions (Exhibit B - Exceptions and Assumptions Form)

Section 3 - Response to Requirements

Section 4 - Pricing Workbook

Section 5 - Financial Statements

Section 6 - Financial Security Requirements

Section 7 - Federal Disclosure Statement

The Cost Proposal must be fully responsive to the requirements in Article II Specifications and Article VIII – Financial Approach.

NOTE: Vendors must base their Cost Proposal on the Specifications stated in this RFO. A Vendor must submit a single proposal with pricing for all of the registry domains that may include in-flight project(s) which carry over from August 31st 2018 to September 1st 2018 (crosses the State Fiscal Year.)

1. In-flight project deliverable based price approach for the three (3) Domains:
 - a. EMS/Trauma Registry (EMSTR)
 - b. Texas Healthcare Safety Network (TxHSN)
 - c. TB/HIV/STD (THISIS)
2. Vendor coordination of in-flight projects will be based upon ***Table 2 - Transition Services Requirements***
3. Fixed Staffing Services (FSS) refer to Section 2.3.4 for the five (5) Domains:
 - a. EMS/Trauma Registry (EMSTR)
 - b. Birth Defect Registry (BDR)

- c. Blood Lead Registry (BLR)
- d. Texas Healthcare Safety Network (TxHSN)
- e. TB/HIV/STD (THISIS)

7.2 COST PROPOSAL SUBMISSION

Submit one (1) signed original and five (5) hardcopies of the Cost Proposal. In addition, submit five (5) electronic copies of the Cost Proposal on five (5) separate USB flash drives.

7.3 COST PROPOSAL INSTRUCTIONS

The Vendor shall include project deliverable based pricing and Fixed Staffing Service Pricing in the Vendor's Cost Proposal. Time and Materials Not To Exceed pricing are for DSHS ad-hoc requests and is not applicable for the Cost Proposal response. TAM pricing will be based on the Vendor submitted Not To Exceed labor rates. Transition costs must be completed if applicable.

Total cost is required by DSHS for evaluation and budget purposes, while additional detail of rates and costs is required for DSHS's understanding of the proposed price. Pricing shall be based on the Requirements of the RFO and not the Vendor's exceptions to the RFO. The Vendor is required to state all other assumptions upon which its pricing is being determined in RFO **Exhibit B - Exceptions and Assumptions Form**, Pricing Workbook, Worksheet Pricing Assumptions. Assumptions that conflict with mandatory requirements of this RFO may be cause for disqualification.

The components to be priced in the Vendor's proposal include the following:

1. The Registry Domains with subdomains DDI services (project deliverable based price approach) will be stated as follows:
 - a. DDI services shall be stated as deliverables costs using Not to Exceed pricing based on DSHS agreed to Labor Rates
2. The Registry Domains with subdomains TAM services (DSHS ad-hoc requests) will be stated as follows:
 - a. TAM services shall be stated as deliverables costs and/or other payment milestones (e.g., monthly payments) using Not to Exceed pricing based on DSHS agreed to labor rates.
3. The Registry Domains with subdomains Fixed Staffing Services (see Section 2.3.4) shall provide fixed hourly rates for the vendor development team using Not To Exceed pricing based on DSHS agreed to Labor Rates.

7.3.1 Section 1 - Cover Letter

A Cover Letter referencing the Cost Proposal will be included in the Vendor's separate, sealed package. This letter will be signed by an individual authorized to legally bind the Vendor for the Cost Proposal sheet(s) submitted. This individual will complete, sign, and date the Cost Proposal Submission of the Cost Proposal means that the information it contains is binding on the Vendor for a period of 365 business days after the due date for submission of solicitation responses.

7.3.2 Section 2 - Cost proposal assumptions

Pricing shall conform to RFO requirements, including Exhibits, appendices, and DSHS-provided contract terms and conditions. The Vendor is required to state all pricing assumptions upon which pricing is determined. Pricing shall not be based upon the Vendor's assumptions or exceptions to the terms and conditions.

The Vendor is required to state all pricing assumptions using the assumptions form **Exhibit B - Exceptions and Assumptions Form**, upon which pricing was determined in **Attachment A1 - Pricing Workbook**. Pricing shall be consistent with RFO requirements as stated. The Vendor may insert as many lines as necessary.

Assumptions made by the Vendor in responding to this RFO do not obligate DSHS in any way. Additionally, Vendors shall not make assumptions that result in a conditional offer. If DSHS determines that an offer is conditional, the proposal may, in DSHS's sole discretion, be rejected.

The Vendor shall provide pricing consistent with the following:

1. Apply the pricing in accordance with the requirements of the RFO.
2. Clearly identify and explain all the pricing assumptions made, upon which pricing is predicated including the pricing impact if the assumption turns out not to be valid.
3. State if any price is subject to special conditions beyond the control of the Vendor, and clearly specify those conditions and quantify their impact upon the charges.

7.3.3 Section 3 - Response to Financial Requirements

Vendors must provide a detailed description of the proposed financial services, which must support all financial accounting and reporting requirements described in Article VIII. The Vendor must reflect a clear understanding of the nature of the work undertaken, and must include detailed descriptions of the proposed services. Section 3 of the Vendor's Cost Proposal must include this statement: "We agree to meet all Financial Requirements, including those related to audits, stated in the RFO."

Vendors are required to use the **Exhibit B - Exceptions and Assumptions Form** to document any assumptions that Vendors must make to respond. However, DSHS cautions Vendors to not make assumptions that result in a conditional acceptance of DSHS's requirements.

Address the DSHS Health Registries Financial Requirements (HRFR) in Article VII, Cost Proposal, and Section 3, using RFO tables in Section 8.3.1, Section 8.3.2, and Section 8.3.3 as labeled. For convenience, copies of these response tables are provided in **Attachment A2 - Financial Requirements Checklist**.

7.3.4 Section 4 - Pricing Workbook

To document the Health Registries Software Development and Maintenance Services purchase price, DSHS requires Vendors to complete the Pricing Workbook. The Pricing Workbook is in an Excel format and can be found in **Attachment A1 - Pricing Workbook**.

The Pricing Workbook contains Excel Worksheets, as outlined below:

1. **Instructions Worksheet** -This Worksheet includes general instructions for completing the Workbook.
2. **Table of Contents Worksheet**- This Worksheet provides the contents of the workbook and hyperlinks to other worksheets.
3. **Total Purchase Price Summary Worksheet** - This Worksheet provides a summary of total purchase price. The Price Summary Table is automatically populated with information from other Worksheets in the Pricing Workbook.
4. **Transition Services subdomain Pricing Worksheet (TRA_A)** - This worksheet provides Transition Phase pricing for DSHS Health Registries Software Development Services and Project Management Services for the six (6) months of transition. Transition services shall be proposed on a fixed price basis. See section 2.3.2.
5. **EMS/Trauma Pricing Worksheet (EMSTR)** - This Worksheet provides pricing for the EMS/Trauma Health Registry software development cycles used for the following services:

- a. Design, Development, and Implementation (DDI) as Not To Exceed cost for approved deliverables.
- b. Time and Materials (TAM) Not To Exceed costs for approved deliverables.

The development cycles are implemented as “Releases” during the contract period. Software Development Services “Releases” shall be proposed as a fixed price by deliverables based on the performance requirements and/or the specified results within the level of effort proposed by the Vendor and approved by DSHS.

6. **Birth Defects Registry Pricing Worksheet (BDR_B)** - This Worksheet provides pricing for the Birth Defects Health Registry software development cycles used for the following services:
- a. Design, Development, and Implementation (DDI) as Not To Exceed cost for approved deliverables.
- b. Time and Materials (TAM) Not To Exceed costs for approved deliverables.

The development cycles are implemented as “Releases” during the contract period. Software Development Services “Releases” shall be proposed as a fixed price by deliverables based on the performance requirements and/or the specified results within the level of effort proposed by the Vendor and approved by DSHS.

7. **Blood Lead Pricing Worksheet (BLR_B)** - This Worksheet provides pricing for the Blood Lead Health Registry software development cycles used for the following services:
- a. Design, Development, and Implementation (DDI) as Not To Exceed cost for approved deliverables.
- b. Time and Materials (TAM) Not To Exceed costs for approved deliverables.

The development cycles are implemented as “Releases” during the contract period. Software Development Services “Releases” shall be proposed as a fixed price by deliverables based on the performance requirements and/or the specified results within the level of effort proposed by the Vendor and approved by DSHS.

8. **Texas Healthcare Safety Network Pricing Worksheet (TxHSN_B)** - This Worksheet provides pricing for the Texas Healthcare Safety Network Registry software development cycles used for the following services:

- a. Design, Development, and Implementation (DDI) as Not To Exceed cost for approved deliverables.
- b. Time and Materials (TAM) Not To Exceed costs for approved deliverables.

The development cycles are implemented as “Releases” during the contract period. Software Development Services “Releases” shall be proposed as a fixed price by deliverables based on the performance requirements and/or the specified results within the level of effort proposed by the Vendor and approved by DSHS.

9. **TB/HIV/STD Pricing Worksheet (THISIS_B)** - This Worksheet provides pricing for the TB/HIV/STD Registry software development cycles used for the following services:

- a. Design, Development, and Implementation (DDI) as Not To Exceed cost for approved deliverables.
- b. Time and Materials (TAM) Not To Exceed costs for approved deliverables.

The development cycles are implemented as “Releases” during the contract period. Software Development Services “Releases” shall be proposed as a fixed price by deliverables based on the performance requirements and/or the specified results within the level of effort proposed by the Vendor and approved by DSHS.

10. **Maintenance-Fixed Staffing Services subdomain Pricing Worksheet (FSS_A)** - This Worksheet provides pricing for the Fixed Staffing Services, Maintenance Services and deliverables. The services in the Worksheet shall be proposed as a fixed monthly price for the services performed by the fixed resources for each Health Registry for the life of the Contract.

11. **EMSTR_Projects Worksheet:** Refer to section 7.3.4.4 for details.

12. **TxHSN_Projects Worksheet:** Refer to section 7.3.4.7 for details.

13. **THISIS_Projects Worksheet:** Refer to section 7.3.4.8 for details.

14. **Turnover Services Subdomain Pricing Worksheet (TUR_A)** - This Worksheet provides Turnover Services pricing for DSHS Health Registries Software Development Services. Turnover services shall be proposed on a fixed price basis. See section 2.3.3.

15. **Labor Rates Worksheet** - This Worksheet provides the information for specification of Vendor staff classification and associated hourly labor rates for the DSHS Health Registries Software Development and Maintenance Services. The Vendor must commit to these rates for unanticipated tasks, changes to existing services (DSHS reserves the

right to issue change orders on a Time and Materials Not To Exceed or fixed price basis according to estimated level of effort, expressed in hours, to meet the performance requirements and/or the specified results).

16. IT Category Worksheet - This worksheet contains Texas DIR IT Service Role Classifications.

NOTE: Each of the Domains has their own payment schedule tables embedded in their respective tabs.

7.3.4.1 Pricing Worksheets

The Vendor is responsible for entering price and rates data in the green cells using the format prescribed by the Pricing Workbook. Formulas have been inserted in the appropriate cells of the worksheets to automatically calculate summary numbers and Payment Schedules, and shall not be altered unless errors are discovered or to accommodate additional rows or columns of data. Further instructions for entering price and rates data are included in the worksheets.

Vendor should maintain the integrity of the data and formulas in the Pricing Workbook. Completion of the Pricing Workbook and worksheets is mandatory.

7.3.4.2 Total Price Summary Worksheet

The Total Price Summary worksheet will calculate the total purchase price of the DSHS Software Development and Maintenance services during the Transition Phase, the Initial Term, Extension Period one, and Extension Period two of the contract.

7.3.4.3 Transition Services Pricing Worksheet (TRA_A)

The Vendor Transition Phase Pricing Worksheet shall reflect all Transition services and will be paid on a fixed fee basis. All mandatory RFO deliverables have been incorporated into the worksheet. The Vendors will define the roles and level of effort (hours) associated with each deliverable (i.e., number of FTEs, hours and hourly rate by deliverable). Deliverables and associated fees will be incorporated within the Payment Schedule table in this worksheet.

NOTE: Any expenses or costs incurred by a Vendor after the commencement of the service delivery phase of any contract resulting from this RFO to complete transition activities or correct any defects from the Transition Phase will not be considered an allowable charge and will not be paid by DSHS.

7.3.4.4 EMS/Trauma Registry Pricing Worksheet (EMST_B)

The EMS/Trauma Health Registries Pricing worksheet includes the project work breakdown by deliverables and effort of the resources allocated for the DDI and/or TAM projects for each development cycle through the life of the contract.

For the EMS/Trauma Registry - Update the pricing worksheet by providing the deliverable and the resource effort breakdown for the following projects:

- a. Customization from the assessment and GAP Analysis Project - Details can be found in the Pricing Workbook - EMSTR Project tab

7.3.4.5 Birth Defects Registry Pricing Worksheet (BDR_B)

The Birth Defects Health Registry Pricing Worksheet includes the project work breakdown by deliverables and effort by the resources allocated for the DDI and/or TAM projects for each development cycle through the life of the contract.

For the Birth Defects Registry - There are no current projects at this time. This sheet shall remain blank as there is no need for Vendor response.

7.3.4.6 Blood Lead Registry Pricing Worksheet (BLR_B)

The Blood Lead Health Registry Pricing Worksheet includes the project work breakdown by deliverables and effort of the resources allocated for the DDI and/or TAM projects for each development cycle through the life of the contract.

For the Blood Lead Registry - There are no current projects at this time. This sheet shall remain blank as there is no need for Vendor response.

7.3.4.7 Texas Healthcare Safety Network Registry Pricing Worksheet (TxHSN_B)

The Texas Healthcare Safety Network Health Registry Pricing Worksheet includes the project work breakdown by deliverables and effort of the resources allocated for the DDI and/or TAM projects for each development cycle through the life of the contract.

For the Texas Healthcare Safety Network Registry - Update the pricing worksheet by providing the deliverable and the resource effort breakdown for the following projects:

- a. Phase II Break Fix for Alignment with CDC Project - Details can be found in the Pricing Workbook - TxHSN Project tab

7.3.4.8 TB/HIV/STD Registry Pricing Worksheet (THISIS_B)

The TB/HIV/STD Health Registry Pricing Worksheet includes the project work breakdown by deliverables and effort of the resources allocated for the DDI and/or TAM projects for each development cycle through the life of the contract.

For the TB/HIV/STD Registry - Update the Pricing Worksheet by providing the deliverable and the resource effort breakdown for the following projects:

- a. Release III THISIS implementation Project - Details can be found in the Pricing Workbook - THISIS Project tab

7.3.4.9 Maintenance - Fixed Staffing Services subdomain Pricing Worksheet (FSS_A)

The total maintenance fee equals the fixed annual Maintenance cost (offsite) plus the FSS cost (onsite). The total Maintenance-Fixed Staffing Services cost is an annual fee and is invoiced monthly.

The Vendor Fixed Staffing Services Pricing Worksheet shall reflect the fixed resource team that the vendor provides for the bug fixes for the life of the contract, using the Software Development Lifecycle (SDLC) services for all five registries domains. The vendor resource can work no more

than 160 hours / month. The resource cost for the FSS resources will be fixed for the life of the contract based on the proposed Labor rates based on the DIR NTE Rates.

7.3.4.10 Turnover Services Pricing Worksheet (TUR_A)

The Vendor Turnover Phase Pricing Worksheet shall reflect all Turnover services and will be paid on a fixed price basis. Vendors shall incorporate all mandatory RFO deliverables within this worksheet and define the level of effort (in hours) associated with each task and deliverable (i.e., Number of FTEs, Hours and Hourly Rate by Task and Deliverable). Deliverables and associated fees will be incorporated within the Payment Schedule table in this worksheet.

7.3.4.11 Labor Rates Worksheet

The Vendor shall provide staff classification and associated Hourly Rates for the resources used for the DSHS Health Registries projects:

- 1.) DSHS Health Registries Software Development Services (TRA, PM DDI, MNT, and TUR)
- 2.) DSHS Health Registries Time and Materials (TAM)

The Labor Rates Worksheet shall include the Vendor's not-to-exceed hourly rates (inclusive of travel, per diem, and other expenses) for standard staff classifications based on the Texas DIR IT Service Role Classifications defined in Section 5.3 Vendor Project Organization Chart of the RFO.

The proposed fixed rates shall apply throughout the term of the Contract.

DSHS may request that the Vendor provide additional services for unanticipated tasks that were not originally envisioned and are out-of-scope of this agreement. These Project Change Requests will be handled via change requests, based on level of effort (hours) estimates to meet the performance requirements and/or specified results included in the change order requested by DSHS and either the actual rates of staff performing the work.

7.3.5 Section 5 - Financial Statements

A Vendor will supply evidence of financial stability sufficient to demonstrate reasonable stability and solvency appropriate to the requirements of this procurement. Vendors will submit a current financial statement plus two (2) years of audited financial reports including all supplements, management discussion and analysis, and actuarial opinions. At a minimum, such financial statements and reports will include: balance sheet; statement of income and expense; statement of changes in financial position; cash flows; and capital expenditures. If the Vendor is a corporation that is required to report to the Securities and Exchange Commission, it will submit its two most recent SEC Forms 10K, Annual Reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Financial materials may be submitted electronically in word searchable PDF format.

If audited financial statements are not available, the Vendor must supply sufficient evidence to demonstrate reasonable stability and solvency appropriate to the requirements of this procurement. DSHS will review unaudited financial information submitted by a Vendor and any other information that a Vendor believes meets the requirements of this section. If the submitted

documents do not provide adequate assurance of financial stability or solvency, DSHS reserves the right to request additional information or to disqualify Vendor. If any change in ownership is anticipated during the twelve (12) months following the Proposal due date, the Vendor will describe the circumstances of such change and indicate when the change is likely to occur.

7.3.6 Section 6 - Financial Security Requirements

Vendor's Cost Proposal must address either a duly executed performance bond or irrevocable, standby letter of credit, as required under Article VIII of this RFO.

The Vendor will complete **Attachment A2 - Financial Requirements Checklist** as part of its Cost Proposal. In this document, the Vendor will confirm whether Vendor accepts, in whole or in part, or takes exception to each requirement listed. Section 8 - Disclosure Statement

The Vendor must submit with its Cost Proposal a copy of the Vendor's Cost Accounting Standards Board Disclosure Statement (form CASB DS-1) as approved by the Federal government. (Refer to 48 CFR 9903.202.)

1. Vendors that already have a Federal Disclosure Statement in use by one or more federal agencies would need to submit a copy of the current Federal Disclosure Statement with their proposals.
2. Vendors that do not currently do business with the federal government or are not required to have a Federal Disclosure Statement will not be required to create / submit one to DSHS with their cost proposal.

NOTE: A Disclosure Statement could be required to be completed by the Vendor if a Vendor's total amount of business with one or more Federal entities, including the annual values of the final Contract, exceeds the thresholds contained in 48 CFR 9903.202.

As required in RFO **Attachment A1 - Pricing Workbook**, all Vendors must fully complete and provide a detailed analysis of all Fringe Benefit Rates, Indirect Rates, and Administrative Services Rates developed specifically for and utilized in the Vendor's Cost Proposal.

ARTICLE VIII. FINANCIAL APPROACH

8.1 OVERVIEW OF FINANCIAL APPROACH

This Section presents the rights, requirements and responsibilities of DSHS and the Vendor for monitoring, recording and reporting of financial transactions during the Contract. Any and all costs and expenses incurred by the Vendor or any of its subcontractors for the completion of any contractual requirement will be included in the Cost Proposal submitted by the Vendor. No additional costs or expenses not contained in the Cost Proposal will be allowed under the Contract, unless approved in advance by DSHS. Approval shall be limited to matters falling under Sections 8.5.3 and 8.5.4 of this Article.

DSHS will determine cost allowability in accordance with Generally Accepted Accounting Principles (GAAP); Title 48 CFR, Chapter 1, Parts 30 and 31, and Chapter 99; federal guidelines, rules, and regulations applicable to programs within the scope of this RFO; and DSHS guidelines, rules, regulations, and provisions applicable to programs within scope of the procurement.

Any expenses incurred by the Vendor or any of the Vendors subcontractors for the completion of any contractual requirement deemed by DSHS or any State, federal, or DSHS auditors to be inefficient or uneconomical will be deemed unallowable under the Contract resulting from this RFO. DSHS reserves the right to reduce the Vendor's administrative payments for the duration of the Contract for any contractual requirement deemed to be inefficient and/or is not being provided economically.

The reduction of a Vendor's payments from DSHS for any contractual requirement deemed to be inefficient and/or is not being provided economically will be determined based on facts related to each specific circumstance. The basis for determining the efficiency or economic value will be based on numerous elements including, but not limited to, specific audit findings, additional research performed by the State subsequent to an audit finding, and discussions with the Vendor related to the finding. The Vendor has the right to review, challenge, and dispute any audit findings. Any such dispute will be managed through the Dispute Resolution process contained in the Contract.

8.2 BUSINESS REQUIREMENT

The Vendor's financial approach is to describe the financial components enabling the Vendor to fully complete the requirements described in the Statement of Work. This approach will ensure all services required of the Vendor are provided as efficiently and effectively as possible, and assist DSHS in its responsibility for efficient and effective administration of federal awards through the application of sound management practices.

8.3 ACCOUNTING AND REPORTING STANDARDS

The Accounting and Reporting requirements include:

1. Accumulating and reporting accounting data in accordance with the following standards (as they may be amended during the term of the Contract):
 - a. Generally Accepted Accounting Principles (GAAP).
 - b. Title 48 CFR, Chapter 1, Parts 30 and 31, and Chapter 99.
 - c. Federal guidelines, rules, and regulations applicable to programs within the scope of the RFO.
 - d. DSHS guidelines, rules, regulations, and provisions applicable to programs within scope of this procurement. In the event that DSHS guidelines, rules, regulations, and provisions of this procurement set a stricter or more demanding standard than GAAP; Title 48 CFR, Chapter 99; Title 48 CFR, Chapter 1, Part 30; or Title 48 CFR, Chapter 1, Part 31; then the DSHS guidelines, rules, regulations, and provisions of this procurement will prevail.
 - e. Providing authorized representatives of DSHS and the federal government full access to all information needed to conduct financial reviews and audits required by law or by the Contract resulting from this RFO in accordance with applicable standards.

8.3.1 FINANCIAL ACCOUNTING Requirements

8.3.1.1 Vendor Accounting Responsibilities

The successful Vendor is responsible for maintaining an accounting system in compliance with the requirements stipulated in **Table 48 - Vendor Responsibilities for Financial Accounting**.

Table 48 - Vendor Responsibilities for Financial Accounting

Req ID	Vendor Responsibilities for Financial Accounting
FIN-HRFR-001	Maintain financial records for the following component service areas of the Contract(s) resulting from this RFO: <ol style="list-style-type: none"> a. Transition Services b. EMS/Trauma Registry Services c. Birth Defect Registry Services d. Blood Lead Registry Services e. Texas Healthcare Safety Network Registry Services f. TB/HIV/STD Registry Services g. Fixed Staffing Services h. Turnover Services

Req ID	Vendor Responsibilities for Financial Accounting
FIN-HRFR-002	<p>Establish and maintain an accounting system in accordance with the following standards (as they may be amended during the term of the Contract):</p> <ol style="list-style-type: none"> Title 48 CFR, Chapter 1, Parts 30 and 31, and Chapter 99. Applicable federal guidelines, rules, and regulations. DSHS guidelines, rules, regulations, and provisions of this procurement. GAAP. Where DSHS guidelines, rules, regulations, and provisions of this procurement state a stricter or more demanding standard than GAAP; Title 48 CFR, Chapter 1, Part 30; Title 48 CFR, Chapter 1, Part 31; and/or Title 48 CFR, Chapter 99; then the DSHS guidelines, rules, regulations, and provisions of this procurement will prevail. <p>The Vendor's accounting system must:</p> <ol style="list-style-type: none"> Maintain accounting records related directly to the performance of the Contract resulting from this RFO. Maintain accounting records related to the Contract resulting from this RFO separate and apart from other corporate accounting records. <p>Part 9904.401 of the Federal Acquisition Regulations referenced above relates to cost accounting standards regarding the consistency in estimating, accumulating, and reporting costs.</p>
FIN-HRFR-003	<p>Maintain an accounting system that provides an audit trail containing sufficient financial documentation to allow for the reconciliation of billings, reports, and financial statements with all general ledger accounts for each specific component service area.</p>
FIN-HRFR-004	<p>Maintain, document, and submit operations cost data in accordance with DSHS requirements and federal manuals and directives required by Federal regulations or as may be required by State guidelines. Documentation must differentiate between information technology and non-information technology, and will include the reimbursable federal matching rates for each type. Such cost allocation reports must be in a format and content approved by the State. The format of these reports must allow the State to comply with Federal reporting requirements for each service domain administered under any Contract resulting from this RFO.</p>

At DSHS's discretion, DSHS will monitor Vendor performance and compliance with the Financial Accounting Requirements.

8.3.2 General Access to Accounting Records

The successful Vendor must provide authorized governmental representatives of DSHS and the federal government full access to all financial and accounting records related to the performance

of any contract resulting from this RFO, including all requested subcontractor financial and accounting records. The financial and accounting records shall be provided to the authorized governmental representatives of DSHS and the federal government in an electronic format when requested.

In addition to the requirements stated above, the Vendor and its subcontractors must provide access to accounting records requirements stipulated in **Table 49 - Accounting Records Requirements**.

Table 49 - Accounting Records Requirements

Req ID	Accounting Records Requirements
FIN-HRFR-005	Cooperate with DSHS, DSHS auditors, Texas State Auditor's Office (SAO) and the federal government in their inspections, audits, and/or reviews, and provide all necessary records and information. As required by Title 48 CFR, Chapter 1, Part 30; Title 48 CFR, Chapter 1, Part 31; and Title 48 CFR, Chapter 99; it is the responsibility of the Vendor to provide adequate documentation and justification to the authorized representatives of DSHS during the inspection, audit, and/or review process for all expenses included in the Vendor's accounting records.
FIN-HRFR-006	Make accounting records or supporting documentation relevant to any Texas HHS Contracts available to DSHS or its agents within ten (10) business days of receiving a written request from DSHS for specified records or information. At the request of DSHS or its agents, provide copies of any accounting records or supporting documentation DSHS determines is relevant to a resulting Contract within ten (10) business days of receiving a written request from DSHS for copies of the specified records or information. If such documentation is not made available as requested within the timeline, the Vendor agrees to reimburse DSHS for all costs incurred by DSHS, including but not limited to wages, fringe benefits, payroll taxes, transportation, lodging, and subsistence for all State governmental representatives or their agents to carry out their inspection, audit, review, analysis, and/or reproduction functions at the location(s) of such accounting records.
FIN-HRFR-007	Pay any and all additional costs, including any applicable professional fees, incurred by DSHS resulting from the Vendor's failure to provide the requested accounting records or financial information within the specified ten (10) business days of receiving a written request from DSHS for specified accounting records or information.

8.3.3 Financial Report Requirements

8.3.3.1 Vendor Responsibilities for Financial Reporting

DSHS requires the successful Vendor to provide financial reports to support contract monitoring and support any DSHS, State, and federal reporting requirements.

The Vendor is responsible for providing all financial reports to satisfy the requirements stipulated in **Table 50 - Vendor Responsibilities for Financial Reporting**.

Table 50 - Vendor Responsibilities for Financial Reporting

Req ID	Vendor Responsibilities for Financial Reporting
FIN-HRFR-008	<p>Provide a separate expense summary detailing operations under any contract resulting from this RFO no later than 90 calendar days after the end of each contract year or after the termination of the contract resulting from this RFO. Each summary will include accounts in conformance with GAAP and any applicable provisions included in this RFO. The Vendor will identify and eliminate any expenses not allowed by State or federal laws and regulations and any applicable provisions included in this RFO. DSHS reserves the right to request modifications to annual financial reports if, in DSHS's sole determination, such changes are in DSHS's best interest.</p> <p>Requested modifications to annual financial reports will be completed by the prospective Vendor with no additional fees due from DSHS.</p> <p>The expense summary will fully disclose the financial impact of all transactions with any parent, affiliated, or subsidiary organization either under a formal or informal arrangement relating to the performance under the contract(s). These transactions will be reported in a manner such that inter-company profits and margins are eliminated. The methodologies and assumptions supporting cost allocations will be disclosed, including cost allocations from home and/or central offices; and will follow the prescribed methodologies included in the Accounting Policy Manual approved by DSHS.</p>

8.4 DSHS RIGHTS

DSHS will:

1. Monitor Vendor compliance for providing the specified financial reports on or before the specified times.
2. Review financial report deliverables provided by the Vendor for accuracy and completeness.
3. Assess applicable remedies/liquidated damages for any late financial reports and/or incorrect financial reports refer to **Attachment B3 - Key Performance Measures and Liquidated Damages**.

4. Assess applicable remedies/liquidated damages for additional expenses incurred by DSHS and/or its authorized representatives or agents.

8.5 FINANCIAL PAYMENT STRUCTURE AND PROVISIONS

The financial payment structure for all the Health Registries Software Development and Maintenance component services areas is provided below.

8.5.1 Overview of Financial Payment Structures

Payment for the contractual services described in this RFO will be based on several pricing structures, depending on the specific service domain and/or deliverable required. The Vendor will receive payments monthly as compensation for correctly and appropriately performing the services and deliverables required in the Contract or will receive payment based on deliverable milestones and acceptance as defined in **Attachment A1 - Pricing Workbook** detailing the Cost Proposal of the RFO.

8.5.2 Payment for Service Delivery Requirements

Payment to the successful Vendor for service delivery requirements will be based on multiple fixed service delivery Fee(s) and Time and Materials Not to Exceed (based on level of effort in hours).

The methods by which the Vendor will be paid for services under the Contract include:

1. Transition (TRA) - If applicable, Transition costs to meet RFO requirements will be paid on a fixed fee basis. Transition costs in excess of the final fixed price amount(s) included in the Contract will not be paid by DSHS.

Transition costs will allow the Vendor to assume the responsibilities of each Deliverable effective on the Operational start date applicable to the specific Deliverable. Transition costs will not be paid as an element of Operational administrative costs. Transition costs will be paid to the Vendor retrospectively.

Any expenses incurred by the Vendor after the Operational start date of a specific Deliverable to complete Transition activities or correct any defects from the Transition Phase of that specific Deliverable must not be recorded as an Operational expense and will not be considered an allowable expense for the Prospective Price Re-determination element of the Contract.

2. Expenses for each of the current Health Registries:
 - a. Design Development and Implementation (DDI) - DDI costs will be paid on a fixed deliverable fee basis after the schedule and work breakdown is approved by DSHS. Pricing for these services shall be proposed as a fixed price per deliverable based on the performance requirements and/or the specified results within the level of effort defined by DSHS. Payment will be made to Contractor based on successful acceptance and deployment of deliverables into production.
 - b. Time and Materials (TAM) - TAM costs will be paid on a Time and Materials Variable/Not to Exceed basis, which is based on the performance requirements and/or the specified results. Payment will be made to

Contractor based on successful acceptance and deployment of deliverables into production.

- c. Fixed Staffing Services (FSS) - FSS costs will be paid on a fixed monthly fee basis. Pricing for the resources provided shall be proposed as a Fixed monthly price based on the performance requirements and/or the specified result defined by DSHS and proposed hourly rates. Payment will be made to Contractor based on successful acceptance and deployment of deliverables into production.
- d. Turnover (TUR) - TUR costs will be paid on a fixed fee basis. Pricing for these services shall be proposed as a Fixed/Not to Exceed Deliverable amount based on the performance requirements and/or the specified results. Payment will be made to Contractor based on successful acceptance and deployment of deliverables into production.

A Vendor must submit detailed monthly invoice(s) following the month in which the Vendor provides the applicable Health Registries services. The invoice(s) must contain the complete breakdown of the hours by each resource and by deliverable per registry. DSHS will process and pay invoices in accordance with Chapter 2251, Texas Government Code. Separate invoices for each specific component service area must be submitted by a Vendor to DSHS in the format specified by DSHS. Each invoice will be processed and paid separately.

A Vendor will supply detailed information with the invoice(s) as directed by DSHS to enable DSHS to allocate costs for the services according to the various state and federal funding sources supporting the contract for specific component service areas. Each invoice must show separate lines for each strategy, risk group, state funding source, and federal funding source and/or Federal Financial Participation (FFP) rate. The Vendor must also provide supporting documentation for service delivery cost invoices, in an electronic format, subject to approval by DSHS, by state and/or federal funding source, appropriations strategy, risk group, and any applicable FFP rate(s).

DSHS, at its sole discretion, may choose to process only a portion of a fixed service fee invoice, if only a portion of the invoice can be verified and validated by the information submitted. If DSHS decides to process an invoice in this manner, an adjustment will be made by DSHS and only that portion of the invoice can be verified and validated will be paid. To be paid for the fees previously denied or not processed by DSHS, the Vendor must submit supplemental invoice(s) along with any and all necessary corrections. DSHS will process and pay fees billed on supplemental invoices in accordance with Chapter 2251, Texas Government Code.

Any cost or expenses incurred by a Vendor after the commencement of the operational phase of any contract resulting from this RFO to correct any defects from the Transition Phase will not be considered an allowable cost for the Contract.

DSHS reserves the right to eliminate services no longer necessary during any contract resulting from this RFO with 30 days' notice to the Vendor. DSHS will reduce the service delivery payments for such services following 30 days' notice to the Vendor.

8.5.3 Changes to Scope of Existing Services

DSHS anticipates that, during the life of the Contract, implementation of federal and state mandates and other state initiatives will require additions, deletions or other changes to the normal recurring activities performed under any contract resulting from this RFO. All such changes will be negotiated between DSHS and the Vendor and incorporated in a written contract amendment. The pricing associated with additional recurring activities will be negotiated between the Vendor and DSHS after DSHS determines the Vendor has submitted all the detailed cost information (including detailed supporting metrics deemed acceptable by DSHS) necessary to accurately modify the applicable fixed fee formulas. Once a total cost for the additional recurring activities is agreed upon, DSHS will make the determination as to which fixed fee formula(s) are modified.

8.5.4 Service Provider Labor Rates for Unanticipated Services and Tasks

DSHS anticipates that, during the life of the Contract, implementation of federal and state mandates and other state initiatives will require additions, deletions or other changes to the activities performed under any contract resulting from this RFO. If applicable, and if the Vendor can demonstrate to DSHS's satisfaction a cost impact from such changes, payment for costs associated with unanticipated services required after the start date of the initial term of the Contract that were unanticipated by DSHS will be negotiated with the Vendor. The costs for such DSHS unanticipated services will be based on the explicit not-to-exceed hourly rates proposed by a Vendor as described in the instructions for completion of the pricing workbook in Section 7 of this RFO. The Vendor will develop not to exceed change orders based on the performance requirements and/or the specified results included in any potential amendment requested by DSHS.

The Vendor must specify all-inclusive hourly labor rates for all staff working on this project. For consistency, the IT Staffing Services roles defined by the Texas Department of Information Resources are to be utilized for specifying hourly labor rates. Full descriptions of these roles can be found at:

<http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/Descriptions%20of%20IT%20Staffing%20Services%20Titles%20-%20Comprehensive.docx.xlsx>

The Vendor will employ the not-to-exceed hourly rates in developing pricing proposals for the performance of unanticipated services and deliverables required by DSHS after the start date of the contract.

No additional costs will be paid for any services unless DSHS, in its sole discretion, determines any additional cost(s) requested are extremely unique to the specific project and the successful Vendor should not have otherwise included those additional costs as part of the required all-inclusive hourly labor rates.

8.6 DELIVERY OF SECURITY

Vendor must provide either a duly executed performance bond or irrevocable, standby letter of credit, within 10 days of the Effective Date of the Contract.

8.6.1 Performance Bond

If the Vendor chooses to furnish DSHS a performance bond, it must conform in form and substance to **Exhibit H - Performance Bond**. The performance bond is for the protection of DSHS and assures full and faithful performance of the Contract by Contractor. The performance bond shall

extend and remain in effect throughout the term of the Contract and for thirty (30) days thereafter; provided that the foregoing shall not limit the time period within which DSHS may file suit or make any claim under or concerning the performance bond.

8.6.2 Other Requirements Pertaining to Bonds

Each bond must be executed by sureties named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, and U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of such agent’s authority to act. Any surety duly authorized to do business in Texas may write performance and payment bonds on a project without reinsurance to the limit of ten percent (10%) of its capital and surplus. Such a surety must reinsure any obligations over ten percent (10%). The bond must be effective as of their delivery to DSHS and shall cover all work to be performed under the Contract. In the event that any bond is executed by more than one (1) surety company, each surety company executing the bond must be the listed as an Acceptable Surety in Circular 570 and be jointly and severally liable with each other surety company under the bond for the full amount of the bond (including any increases thereto after the issuance of the bond).

8.6.3 The Penal Sum of the Bonds

The penal sum of each bond shall be in an amount equal to twelve million dollars (\$12,000,000.00). Contractor shall notify the surety of any changes affecting the scope of the contract or change in the Contract Price. DSHS has no obligation to provide the surety such notice. The amount of the bonds shall be adjusted so that any increase in the Contract Price will increase the penal sum of the bond by the same amount. Contractor shall furnish proof of such adjustment to DSHS upon request.

8.6.4 Replacement of Surety

If any surety under a bond is declared bankrupt, becomes insolvent, is placed in receivership, is no longer authorized to do business in the State of Texas, or otherwise ceases to meet the requirements of an “Acceptable Surety”, Contractor shall within ten (10) days thereafter furnish to DSHS bonds satisfying the requirements of Article 8. If DSHS does not receive the replacement bonds within such ten (10) day period, DSHS may, at its sole discretion and at Contractor’s sole risk and expense, order Contractor to suspend the work immediately.

8.6.5 Letter of Credit

If the Vendor chooses to furnish DSHS a letter of credit, the letter of credit must be:

1. An irrevocable, standby letter of credit
2. Issued on behalf of the Vendor to DSHS, as beneficiary
3. Payable in one or more draws upon demand by DSHS on or before the expiration date of the letter of credit; and
4. in an amount of twelve million dollars (\$12,000,000.00).

The bank issuing the letter of credit must be a duly chartered by the United States or one of its States and rated “A” or above by Moody’s Investors Service, Inc. or Standard & Poor’s Corporation. If the issuing bank’s rating subsequent to the issuance of the letter of credit falls below the acceptable rating level, DSHS shall require the letter of credit to be replaced or confirmed by a bank with an acceptable rating within 30 days of the publication of the lower credit rating. Further, if any optional extension of the Contract is granted, the letter of credit must be extended or renewed at DSHS’s sole option for the period of the extension.

8.6.6 Insurance

Vendor must disclose to DSHS in its proposal all property, casualty, and liability (including cyber liability) coverage carried by Contractor, including all coverage amounts and limitations under each policy it carries, that will be applicable to the Contract to be issued under this RFO. DSHS reserves the right to require additional types and/or amounts of coverage as a condition of receiving an award under this RFO. When cause of action occurs, the Vendor is responsible for providing a Waiver of Subrogation and 30 day Notice of Cancellation or Major Change to DSHS. DSHS may require that it be included as an additional insured party.

The Vendor shall obtain and maintain, for the duration of this Contract, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas and currently rated A- or better by A.M. Best Company or otherwise acceptable to System Agency. By requiring such minimum insurance, the System Agency shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor under the Contract. The Vendor shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage. The Vendor is not relieved of any liability or other obligations assumed pursuant to this Vendor by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Required insurance shall not be cancelable without thirty (30) days’ prior written notice to System Agency.

Insurance must be carried to at least the following minimum amounts:

Coverages Limit

A. Workers’ Compensation*

Statutory Benefits (Coverage A) Statutory

Employer’s Liability (Coverage B) \$500,000 Each Accident

\$500,000 Disease/Employee

\$500,000 Disease/Policy Limit

** If this coverage is in any reason waived, the contractor, employees thereof, and sub-contractors must sign a hold harmless and indemnification agreement.*

B. Automobile Liability

Owned Vehicles \$1,000,000

Non-owned Vehicles \$1,000,000

Hired Vehicles \$1,000,000

C. Commercial General Liability

Aggregate Limit \$3,000,000

Each Occurrence Limit \$1,000,000

Products / Operations \$1,000,000

Personal / Advertising Injury \$1,000,000

Damage to Premises \$100,000

Medical Payments \$5,000

D. Professional Liability \$1,000,000