

**California Health and Human Services Agency  
Office of Systems Integration**

**REQUEST FOR PROPOSAL (RFP)**

**RFP 33962**

**PART 2 – BIDDER RESPONSE**

**FOR**

**California's Electronic Visit Verification (EVV) Phase II**

**11/19/2020**

Issued by:

**STATE OF CALIFORNIA**

The California Department of Technology

On the behalf of

California Health and Human Services Agency,

Office of Systems Integration

2535 Capitol Oaks, Suite 120

Part 1 of the solicitation contains the Bidder and bidding instructions, proposal form instructions, solution requirements and instructions, and all other instructional/compliance information that the Bidder must meet in order to be considered responsive and responsible to the solicitation.

Part 2 of the solicitation contains all forms a Bidder must complete and return with its Final Proposal, including the STD 213, SOW, administrative forms, qualification forms, requirement responses and all exhibits/ attachments discussed in Part 1.

**Disclaimer: The original version and any subsequent solicitation addenda released by the Procurement Official of this solicitation remain as the official version. In the event of any inconsistency between the bidder's versions, articles, attachments, specifications or provisions (which constitute the Contract), the State official version of the solicitation in its entirety shall take precedence.**

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## **EXHIBIT A: STATEMENT OF WORK**



## **1 INTRODUCTION**

### **1.1 CONTRACT PURPOSE AND BACKGROUND**

#### **1.1.1 CONTRACT PURPOSE**

The Statement of Work (SOW) defines the services required to implement an EVV Solution that meets Centers for Medicare and Medicaid (CMS) federal and California state requirements.

#### **1.1.2 PROJECT BACKGROUND**

The objective of the EVV Phase II Project is to configure, design, deploy, operate, maintain, and support California's EVV Phase II solution for Medicaid-funded Personal Care Services (PCS) and Home Health Care Services (HHCS) programs not already addressed by the EVV Phase I Project. Subsection (l) of Section 1903 of the Social Security Act (SSA) (42 U.S.C. 1396b) requires states use an EVV system for all Medicaid PCS and HHCS that require an in-home visit by a provider. This applies to PCS provided under SSA sections 1905(a)(24), 1915(c), 1915(i), 1915(j), 1915(k), or a waiver under section 1115; and HHCS provided under section 1905(a)(7) of the SSA or a waiver of the State Plan.

In California, EVV will impact all PCS and HHCS provided under the Medi-Cal State Plan and under several Medicaid waiver programs. To meet these requirements, EVV system must electronically verify:

- (i) The type of service performed;
- (ii) The individual receiving the service;
- (iii) The date of the service;
- (iv) The location of service delivery;
- (v) The individual providing the service; and
- (vi) The time the service begins and ends.

PCS and HHCS under the Medi-Cal State Plan and Medicaid waivers are provided in California through programs managed by the Department of Health Care Services (DHCS), the California Department of Developmental Services (DDS), the California Department of Public Health (CDPH), the California Department of Aging (CDA), and the California Department of Social Services (CDSS), known hereafter as the "State Sponsor Departments." These programs support Medicaid Information Technology Architecture (MITA) business processes within Operations Management, Care Management, Provider Management, and Plan Management.

#### **1.1.3 PROJECT TIMELINE**

States must require EVV use for all Medicaid-funded PCS by January 1, 2020, and HHCS by January 1, 2023, in order to avoid increasing Federal Medical Assistance Percentage (FMAP) penalties. The State has received approval for a "good faith effort" exemption for penalties in Calendar Year (CY) 2020 for PCS. In order to minimize federal penalties in future years the State is seeking a qualified vendor to expeditiously implement a cost-effective, Commercial-off-the-shelf (COTS) EVV solution through a Software-as-a-Service (SaaS) delivery model.

California intends to implement EVV requirements for PCS and HHCS in an iterative approach, first implementing for PCS by December 31, 2021 and then implementing for HHCS by December 31, 2022. Some providers, which offer both PCS and HHCS, will initially use the EVV Solution with only the PCS implementation.

## **1.2 FORMAT**

### **1.2.1 HEADINGS**

The headings throughout this Contract are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Contract.

### **1.2.2 CAPITALIZATION AND BOLDED TERMS**

Terms that are capitalized indicate key terms, which are defined in Section 17. Solicitation Forms, Attachment 4, Glossary of Key Terms and Acronyms for the purposes of this SOW. Section, subsection, and table headers will be bolded.

### **1.2.3 TIME**

Time, if stated as a number of days, shall mean calendar days unless otherwise specified as business days.

## **2 GENERAL REQUIREMENTS**

### **2.1 CONTRACT TERM**

The base Contract term shall begin on the date the Contract is signed by both parties and is approved by the California Department of Technology and shall continue for five (5) years thereafter, unless terminated earlier or extended as provided herein.

The State, at its sole discretion, may exercise the option to extend the term of the Contract for up to two (2) two-year extensions, for a maximum Contract term of nine (9) years, at the cost for each year as specified in the SOW Exhibit 23, Cost Workbook.

The Contractor shall not be authorized to deliver goods or commence performance of services described in the Contract prior to the effective date. Any delivery of goods or

performance of services by the Contractor commenced prior to the effective date shall be considered gratuitous on the part of the Contractor.

Each extension will extend the Contract term under the same terms and conditions for an additional two years of Maintenance and Operation (M&O) .

## 2.2 CONTRACT AMENDMENT

The Contract may be amended, consistent with the terms and conditions of the Contract and by mutual consent of both parties, subject to approval by CDT STP under Public Contract Code section 6611.

## 2.3 CONTRACT CONTACTS

The points of contact for the Contractor and State once the Contract has been executed is as follows:

<b>Contractor Contract Manager</b>	<b>State Contract Manager</b>
Name:	Name:
Title:	Title:
Address:	Address:
Telephone Number:	Telephone Number:
E-mail address:	E-mail address:

## 2.4 LETTER OF BONDABILITY

The Letter of Bondability shall be from an admitted Surety Insurer which shall state the surety unconditionally offers to guarantee to the extent of the thirty percent (30%) of the contract price for service to ensure the Contractor's performance in all respects of the terms and conditions and provisions of the Contract, and the guaranteed deliverables by the deadlines set forth, for this phase of the Contract, and that within twenty-one (21) calendar days after the effective start date of the Contract, the surety will execute the Performance Bond requirement.

## 2.5 STATE PROPERTY

The State shall retain title to all property provided by the State to the Contractor for use in the Project.

Any property provided to the Contractor shall, unless otherwise provided herein, or approved in writing by the State Project Director or designee, be used only for the performance of and subject to the terms of this Contract.

Contractor's use of State property shall be subject to the State's security, administrative, and other requirements as provided in writing to the Contractor.

Prior to expiration of the Agreement, the Contractor shall return all State property, including security badges, to the State Contract Manager.

Contractor shall protect and be responsible for any loss, destruction, or damage to State property that results from or is caused by Contractor's negligent acts or omissions.

Contractor shall repair or replace any State property that is damaged, destroyed, or lost as a result of Contractor's negligent acts or omissions.

Contractor shall be responsible for any personal injury on State property, or any of the State office locations, at which the Contractor may be located, that may be caused by Contractor's negligent acts or omissions.

Upon the loss of, destruction of, or damage to any State property, Contractor shall notify the State Project Director or designee thereof and shall take reasonable steps to protect that property from further damage.

Contractor shall ensure that State property is returned to the State in like-condition to that in which it was furnished to the Contractor, with the exception of reasonable wear and tear.

Contractor shall surrender to the State all State property once that property is no longer required for performance of the Contract or upon termination of this Contract, whichever is earlier.

Upon failure to return State property within forty-five (45) days of this Contract's termination, Contractor shall be charged with reasonable costs of recovery, including without limitation, transportation and attorneys' fees.

The State shall not reimburse the Contractor for per diem, travel, or accommodations associated with this Contract.

## **2.6 INSURANCE REQUIREMENTS**

During the term of the Contract, and including any optional extension(s), the Contractor shall maintain in full force and effect, the insurance coverage and comply with all the Insurance Requirements described in this SOW, with an insurance carrier approved to do business in the State of California. Prior to commencing performance of any work under this Agreement, Contractor shall furnish to the State Contract Manager a certificate(s) of insurance that complies with all the requirements set forth herein.

### **2.6.1 GENERAL INSURANCE**

Contractor shall, at its sole cost and expense, obtain, and maintain in effect at all times during the Contract term, the insurance coverage herein described. Contractor shall provide evidence of required insurance, in the form of a certificate of insurance issued by the insurer, within ten (10) calendar days of Contract Award.

If there are changes to the insurance policy or the insurance policy expires during the Contract term, a new certificate shall be received by the State at least ten (10) business days prior to the expiration or change of the policy.

Any new insurance policy shall still comply with the original insurance requirements of the Contract.

In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

The State shall not be responsible for any premiums or assessments on the insurance policies.

Contractor shall be responsible for payment of any deductible.

Contractor shall be responsible for any self-insured retentions, if applicable, and shall deposit such retentions in an escrow under terms acceptable to the State.

Any required insurance contained in this Contract shall be primary, and not excess or contributory, to any other insurance carried by the State, and shall include a severability of interests (cross-liability) provision.

Each type of insurance required under this Contract shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

All insurance companies shall carry a rating acceptable to the DGS Office of Risk and Insurance Management (ORIM).

If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

The certificates of insurance shall be issued by an insurance company acceptable to the DGS ORIM or be provided through partial or total self-insurance acceptable to the DGS.

The certificates of insurance shall include the provision that the insurer will not cancel the insured's coverage without giving thirty (30) days' prior written Notice to the State.

Any required endorsements requested by the State shall be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

The policy for each type of insurance shall include the following endorsement:

*“The Office of Systems Integration, State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed under this Contract.”*

Inadequate or lack of insurance does not negate the Contractor's obligations under the Contract.

Contractor shall notify the State promptly if any aggregate insurance limit is exceeded.

If any aggregate insurance limit is exceeded, Contractor shall purchase additional coverage to meet the insurance requirements herein.

In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as additional named insureds under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverages, and limits required of Contractor.

Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

#### **2.6.2 COMMERCIAL GENERAL LIABILITY INSURANCE**

Contractor shall furnish to the State a certificate of insurance for commercial general liability insurance covering the risks of bodily injury (including death), property damage, and personal injury, including coverage for contractual liability, with a limit of not less than \$2 million per occurrence/\$4 million general aggregate.

The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under this Contract. The insurance shall apply separately for each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

#### **2.6.3 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

Contractor shall furnish to the State a certificate of insurance for commercial automobile liability (owned, hired, or non-owned vehicles) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident/\$2 million general aggregate.

#### **2.6.4 PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE**

The Contractor shall maintain appropriate coverage to the Contractor's profession and work hereunder, on a claims-made form covering any damages caused by a negligent error, act, or omission with a limit of not less than \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, intentional and/or unintentional release of private information, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the State in the care, custody, or control of the Contractor. If not covered under the Contractor's professional liability policy, such "property" coverage of the Contractor may be endorsed onto the Contractor's cyber liability policy as covered property as follows:

Cyber liability coverage on a claims-made form with a limit of not less than \$2,000,000 covering damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the State that will be in the care, custody, or control of Contractor caused by a negligent error, act, or omission.

If policies provide claims-made coverage: 1) The retroactive date must be shown and must be before the Effective Date of the Agreement; 2) Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the Agreement or as otherwise agreed to in writing by the State in its sole discretion; and 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of the Agreement, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Agreement or as otherwise agreed to in writing by the State in its sole discretion.

### **2.6.5 WORKERS' COMPENSATION INSURANCE**

Contractor and each proposed Subcontractor who shall receive at least ten percent (10%) of the Contract value shall, in full compliance with State law, provide or purchase, at its sole cost and expense, statutory California's workers' compensation coverage for its employees who will be engaged in the performance of the Contract.

Contractor shall provide or purchase, at its sole cost and expense, Employers' Liability Insurance covering the risks of Contractor's staff and employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by

accident and \$1 million per employee for bodily injury by disease and \$1 million disease policy limit.

Contractor shall furnish the State satisfactory evidence of insurance at any time the State may so request. Subcontractors shall provide the State with proof of insurance upon request.

When performing work on State-owned or State-controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

## **2.7 GENERAL TERMS**

### **2.7.1 AUTHORITY**

Contractor shall have no authority to bind, obligate, or commit the State by any representation or promise.

### **2.7.2 AUTHORIZATION**

Contractor represents and warrants that it has full power and authority to enter into and perform this Contract. Contractor represents that the person signing this Contract on behalf of the Contractor has been properly authorized and empowered to enter into this Contract and to bind Contractor to each and every term, condition, and obligation set forth herein.

### **2.7.3 BINDING EFFECT**

Each party agrees that this Contract binds it and each of its officers, and those employees, agents, independent contractors, and representatives working on or otherwise associated with this Contract.

### **2.7.4 CONFLICT OF INTEREST**

#### **2.7.4.1 FORM 700**

All Contractor Key Staff who will provide services pursuant to this Contract shall complete an Assuming Office Statement of Economic Interests Form 700 within thirty (30) days of commencing any work for the OSI. Contractor staff shall thereafter file a Form 700 on an annual basis and shall also file a Leaving Office Form 700 within thirty (30) days of ceasing to perform any work for the OSI. In addition, upon beginning work for the OSI and every two (2) years thereafter, each Contractor staff shall complete the State's online Ethics Training Course, as maintained by the California Office of the Attorney General, and submit the certificate of completion to the OSI State Contract Manager. The Contractor shall not bill the State for time spent completing the Form 700 nor the Ethics Training Course.



#### **2.7.4.2 APPEARANCE OF CONFLICT**

Contractor acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interest of the State. Thus, Contractor agrees to refrain from any practices, activities, or relationships that could reasonably be considered to be in conflict with Contractor's ability to perform its obligations to the State under the terms of this Contract. Contractor shall inquire and require disclosure by its staff and Subcontractors of all activities that may create an appearance of conflict. If Contractor is uncertain whether the appearance of a conflict of interest may reasonably exist, Contractor shall submit to the State Contract Manager a full disclosure statement setting forth the relevant details of any activity which Contractor reasonably believes may have the appearance of a conflict of interest for the State's consideration and direction. Failure to promptly submit a disclosure statement setting forth the relevant details for the State's consideration and direction shall be grounds for Termination of this Contract.

#### **2.7.5 ENTIRE CONTRACT**

The State and Contractor acknowledge and agree to the following:

- That they have read this Contract, understand it and agree to be bound by its terms and conditions; and
- That this Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

#### **2.7.6 TIME IS OF THE ESSENCE**

Time is of the essence in connection with the parties fulfilling their obligations under this Contract.

#### **2.7.7 SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and content are intended to survive the performance hereof by the parties hereunder shall so survive the completion of the performance, cancellation or termination of this Contract.

#### **2.7.8 DATA AND MATERIALS PROPERTY OF THE STATE**

All data records, documents, communications, and other materials developed and used in the performance of this Contract shall be the Property of the State unless otherwise specified herein and shall be maintained by Contractor and made, to the extent reasonably feasible, accessible within the State of California on behalf of the State, for a period of six (6) years from the date of final payment under this Contract, or

for such further period as may be necessary to resolve any matters which may be pending, including litigation, or until an audit has been completed with the following qualification: If an audit by or on behalf of the federal or State government has begun but is not completed at the end of the six year period, or if audit findings have not been resolved after a six year period, the materials shall be retained until the resolution of the audit findings.

### **2.7.9 INDEPENDENT CONTRACTOR RELATIONSHIP**

Contractor shall, in its sole discretion, determine when, where, and how services under this Contract are performed including, but not limited to, supervising its employees' or Subcontractors' methods of working and otherwise controlling their working conditions, and, except where otherwise provided, furnishing their tools and equipment.

Contractor acknowledges and certifies that its directors, officers, partners, employees, Subcontractors, affiliates, and agents are not officers, employees, or agents of the State or the State of California.

Contractor shall not hold itself out as, nor claim to be, an officer, employee, or agent of the State of California by reason of this Contract.

Neither party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other except as defined in this Contract or as mutually agreed to under the terms of this Contract.

Contractor certifies that it is operating its own independent business and that it is independently establishing and promoting its own business through incorporation, licensure, advertisements, and routine offerings to provide the services of the independent business to the public to a number of potential customers and the like.

Contractor shall pay when due all required employment taxes and income tax withholding, including all Federal and State income tax and local head tax and any monies paid pursuant to this Contract.

The State shall not pay Federal taxes, Social Security taxes, or labor and industries contributions for the Contractor.

Contractor's employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to State employees.

### **2.7.10 LITIGATION**

Contractor shall promptly notify the State within three (3) days in the event that Contractor learns of any actual litigation in which it is a party or a defendant in a case which involves services provided under this Contract. The term "litigation" includes but is

not limited to an assignment for the benefit of creditors and filings in bankruptcy, reorganization, or foreclosure.

Contractor shall promptly, after being served with a summons, complaint, or other pleading which has been filed in any federal or State court or administrative agency, deliver copies of such document(s), if publicly available, to the OSI Chief Counsel and State Sponsor Departments' General Counsels.

If the State shall, without any fault on its part, be made a party to any litigation commenced by or against the Contractor in connection with this Contract, Contractor shall pay all costs and expenses incurred or imposed on the State, including attorneys' fees, to the extent arising from the acts or omissions of Contractor, its officers, employees, agents, or Subcontractors.

**2.7.11 GENERAL NOTICES**

Notice deemed to be given by the parties under this Contract if in writing and delivered personally or by messenger, or mailed by first-class, registered, or certified mail, postage prepaid, to the addresses noted below in this section of the Contract. Each party will provide Notice to the other of changes to such addresses.

<p><b>Contractor Notice Address:</b>  <i>[To be completed upon Contract award]</i></p>	<p><b>State Notice Address:</b>  <i>[To be completed upon Contract award]</i></p>
<p><b>Contractor Litigation Notice Address:</b>  <i>[To be completed upon Contract award]</i></p>	<p><b>State Litigation Notice Address:</b>                  Office of Systems Integration                  Attn: Chief Counsel                  2495 Natomas Park Drive, Suite 515                  Sacramento, CA 95833</p>

**2.7.12 NOTICE OF DELAY**

When Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, Contractor shall, within five (5) business days, give written Notice thereof, including all relevant information with respect thereto, to the State Project Director or designee.

**2.7.13 PUBLICITY**

Contractor shall not refer to the State of California, any office, agency, or officer thereof, or any State employee, including the head of the State, the State procurement officer, or to the services or Deliverables, or both, provided under this Contract, in any of Contractor's brochures, advertisements or other publicity of Contractor without the prior

written consent of the State Project Director or designee. Contractor agrees to submit to the State Project Director or designee all advertising, sales promotions, news releases, and other publicity matters relating to this Contract or any Deliverable or Service furnished by Contractor wherein the State's name is mentioned, or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied. All media contacts, public records requests (PRA), or other information requests with the Contractor about the subject matter of this Contract shall be referred to the State Project Director or designee.

Refer to paragraph 12. Discovery, included in the SOW Exhibit A, Attachment 5, Cloud Computing Services Special Provisions.

#### **2.7.14 REFERENCE AND BACKGROUND CHECKS**

Before a member of the Contractor's Key Staff and non-key staff assigned to the EVV Phase II Project may access personal, sensitive, or confidential information, the Contractor shall : (1) conduct a thorough background check of each proposed staff, (2) evaluate the results, and (3) certify in writing to the State Contract Manager, within fifteen (15) business days of Contract execution (or immediately following the addition of new staff), that there is no indication that the proposed staff may present a risk to the security or integrity of the State's information technology systems or the data residing therein. The Contractor shall retain each staff's background check documentation for a period of three (3) years following Contract termination. If, during the term of the Contract, the Contractor becomes aware of new or previously unknown information which may impact the staff's suitability for the position, the Contractor shall immediately notify the State Contract Manager. Contractor shall provide substitute staff to replace any worker found to present such risks.

In addition to the background check requirements, prior to the commencement of work, all Contractor staff assigned to the EVV Phase II Project shall be required to undergo fingerprinting and a criminal record check from the Department of Justice and Federal Bureau of Investigation, at the direction of the State. The State reserves the right to require that the Contractor replace staff possessing a felony conviction that:

- Occurred within the last seven (7) years from the date of performing work under this Contract;
- Was for a crime involving fraud, dishonesty, deceit, or other crime that has a reasonable nexus to the functions or duties of the position, or the information or data to which the staff will have access; and
- Was not judicially dismissed or ordered sealed, expunged, or statutorily eradicated.

#### **2.7.15 REMEDIES**

Except as provided herein, no remedy conferred by any of the specific provisions of this Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

## **2.7.16 SUBCONTRACTORS**

### **2.7.16.1 SUBCONTRACTOR AUTHORIZATION**

Contractor may, with prior written permission from the State Project Director, enter into subcontracts with third parties for the performance of any part of Contractor's duties and obligations. Any such permission may be rescinded at the State's discretion. Subcontractors identified in Contractor's Proposal shall be deemed to have prior written permission.

### **2.7.16.2 CONTRACTOR RESPONSIBILITY**

Contractor is responsible and liable for the proper performance of and the quality of any work performed by any and all Subcontractors. Contractor's use of any Subcontractor shall not cause the loss of any warranty from Contractor or any software manufacturer or provider. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to the State for any breach in the performance of Contractor's duties.

Subcontracts permitted by the State shall be subject to the applicable requirements of this Contract.

Contractor agrees that any subcontract(s) resulting from its performance under the applicable terms and conditions of this Contract shall include a provision that the Subcontractor shall abide by the applicable terms and conditions hereof, as well as all other applicable federal and State laws, and rules and regulations pertinent hereto that have been or may hereafter be established. Any new or modified federal or State laws which the State determines, after consultation with the Contractor, will have a material impact on Contractor's performance of services, pricing, or schedule shall be subject to a Change Request to address Contract scope, pricing, or schedule adjustments, if any.

Contractor agrees that all subcontracts shall include a provision that the Subcontractor shall indemnify and hold harmless the State to the extent described in Exhibit A, Attachment 4, Software as a Service General Provisions, 21. Indemnification. No subcontract shall terminate the legal responsibilities of the Contractor for overall performance under the Contract. Any contract between Contractor and its Subcontractors shall require the Subcontractors to adhere to the same performance

standards and other standards required of Contractor as applicable to Subcontractor's services.

#### **2.7.16.3 SUBCONTRACTOR PERSONNEL**

The State reserves the right to reject or refuse admission to any Subcontractor personnel whose workmanship, in the reasonable judgment of the State, is deemed substandard.

Subcontractors shall be qualified, as demonstrated by receiving professional certification(s) and license(s), to work on any equipment for which their services are obtained.

#### **2.7.16.4 SUBCONTRACTOR DOCUMENTATION**

All subcontracts shall be in writing and available upon request by the State; provided, however, that Contractor shall have the right to redact pricing and other sensitive and proprietary information prior to making that subcontract available to the State.

In connection with a request to the State to approve a Subcontractor, the Contractor shall provide a copy of the Subcontractor's Certificate of Good Standing issued by the California Secretary of State. If requested by the State, the Contractor shall also provide a copy of an Entity Status Letter issued by the Franchise Tax Board.

#### **2.7.17 THIRD-PARTY BENEFICIARIES**

It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the State and Contractor. Nothing contained in this Contract shall give to or allow any claim or right of action whatsoever by any third person. It is the express intention of the State and Contractor that any person or entity, other than the State or Contractor, receiving services or benefits shall be deemed an incidental beneficiary only.

#### **2.7.18 WAIVER OF RIGHTS**

Any action or inaction by either party or the failure of either party on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by either party of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

### **3 PROJECT MANAGEMENT AND SCOPE**

#### **3.1 CONTRACTOR'S ROLES AND RESPONSIBILITIES**

##### **3.1.1 OVERALL CONTRACTOR RESPONSIBILITY**

Contractor shall have responsibility for managing the Contractor's and Subcontractor's performance of work to completion in accordance with the requirements of the Contract.

### **3.1.2 SUPPLEMENTAL CONTRACTS**

The State may undertake or award supplemental contracts for work related to this Contract or any portion thereof. Contractor shall fully cooperate with such other contractors and the State in all such cases. To the extent that such cooperation requires additional work on Contractor's part, which is beyond the scope of work outlined herein, the parties will follow the process described in Section 3.3, Change Control Process and Unanticipated Work.

### **3.1.3 WORK LOCATION**

The Contractor Key Staff will be required to perform services under this Contract onsite at the EVV Phase II Project Office and at State Sponsor Department locations in the Sacramento area to be determined at Contract award, or with the State's prior written approval, remotely at another location. The EVV Phase II Project Office is located at 2525 Natomas Park Drive, Sacramento, CA 95833.

Contractor's Key Staff shall be located within twenty-five (25) miles of the EVV Phase II Project Office. Key Staff presence in Sacramento, California, will allow Contractor staff to perform project management, analysis, design, and implementation activities and attend any ad-hoc in-person meetings requested by the State within approximately two (2) hours of notification.

Additional Contractor staff shall be located at OSI or State Sponsor Department offices in Sacramento, California, as requested by the State.

The Contractor shall require that all work performed under this Contract, including work performed by any Subcontractors, be performed within the United States.

### **3.1.4 PUBLIC EMERGENCY**

A declared public emergency, including a public health emergency such as the COVID 19 public health crisis, may require temporary flexibility in the enforcement of certain provisions outlined in this SOW. In such an event, the State, at its own discretion, can modify these requirements during the emergency period in order to meet public health or similar orders and regulations. The State will coordinate resumption of original SOW provisions with the Contractor as early as the State determines it is safe to do so.

### **3.1.5 PROJECT SCHEDULE**

Contractor shall consult with the OSI schedule manager when creating the Contractor's Project Schedule (ID: DEL-16) prior to formal submission to ensure it includes the required information and is formatted according to guidelines outlined in the State-approved

Schedule Management Plan (ID: DEL-29). The Contractor's Project Schedule (ID: DEL-16) will be incorporated into the project master schedule.

Contractor shall collaborate and work cooperatively with the State to ensure all project activities are planned and performed in accordance with the master project schedule.

Contractor shall complete all Contractor-assigned tasks defined in the project master schedule.

Contractor shall coordinate and manage dependent schedule activities as needed.

Contractor shall work with the OSI schedule manager to maintain the project master schedule throughout the duration of the Contract.

Contractor shall work with the OSI schedule manager to make changes to, and if necessary, re-baseline, the project master schedule.

Upon request from the OSI schedule manager, Contractor shall provide regular schedule updates to accurately reflect the status of activities, tasks, events, Deliverables, and/or services.

### **3.1.6 KEY STAFF ROLES AND RESPONSIBILITIES**

#### **3.1.6.1 PROJECT MANAGER**

Contractor shall provide a Project Manager whose role and responsibilities include but may not be limited to:

- Provide overall project management, oversight, and direction.
- Lead, coordinate, and oversee all Contractor project team activities and Deliverables.
- Ensure completion of quality Contract Deliverables per the Project Schedule (ID: DEL-16) or Contract start date.
- Serve as liaison between Contractor, State, and stakeholders.
- Maintain and distribute to State Project Director or designee project plans, deliverables, and project activity updates.
- Institute controls to determine adherence to the Project Schedule (ID: DEL-16) and the Project's master schedule.
- Report to and work with the State Project Director or designee to resolve project issues, risks, or problems.
- Prepare and submit written status reports and project assessments on a regular basis and as requested to the State Project Director or designee.



- Identify, manage, document, and report to the project management team any project issues, risks, mitigation strategies, and changes.
- Schedule and prepare presentations, and participate in meetings to communicate status, resolve issues, and discuss activities related to Contract performance.
- Manage the project in accordance with the California Statewide Information Management Manual (SIMM), Section 17: California Department of Technology, Project Management Framework, (SIMM 17), <http://capmf.cio.ca.gov/>.
- Ensure the State has direct access and is able to communicate with Contractor SMEs as needed, or upon request by the State.

Contractor's Project Manager shall have overall responsibility for Contractor's project Deliverables, EVV Solution implementation and M&O, and all Contractor resource activities.

### **3.1.6.2 TECHNICAL MANAGER**

Contractor shall provide a Technical Manager whose role and responsibilities include but may not be limited to:

- Oversee and lead technical team activities including the EVV Solution design, configuration, implementation, deployment, hosting, provisioning, installation, testing, and M&O.
- Provide day-to-day supervision and coordination of Contractor's technical staff.
- Advise the State of the impacts, cost, benefits, issues, and consequences that result from changes in project scope, requirements, design, software, plans, or work assignments.
- Create and maintain documents and deliverables to reflect the EVV Solution as designed, configured, tested, and deployed.
- Create and oversee the overall technical configuration and deployment strategy of the EVV Solution.
- Ensure all security requirements detailed in this Contract are met in full.
- Oversee and manage information security tasks and activities, including coordination with State security leads and the Contractor security team members.
- Ensure the State has direct access and is able to communicate with Contractor technical and security SMEs as needed, or upon request by the State.

- Provide guidance and direction to Contractor's configuration team to ensure that design, configuration, testing, and deployment activities follow applicable standards, and that objectives and documentation are consistent across the technical team.
- Ensure that the EVV Solution meets all functional, non-functional, technical, and security requirements.
- Create, manage, and coordinate all test activities for each release.
- Oversee and support testing environment and User Acceptance Testing (UAT) activities.
- Track, report, and manage all incidents and defect corrections throughout all phases of implementation and M&O.
- Create, manage, and coordinate all reporting activities, including but not limited to monthly metrics, Service Level Agreements (SLAs), and operation reports.
- Work and collaborate with the State technical manager, OSI technical support team, and State Sponsor Departments' technical teams.
- Maintain all State-specific manuals or configuration documentation updated to the latest release specifications.
- Ensure EVV Solution product and Deliverable quality.
- Support the Implementation Manager and Training Manager with updates to Outreach and Training Materials (ID: DEL-14) and other end user support materials due to EVV Solution configuration changes.
- Support the Training Manager with any updates, data, or maintenance required for the training environment and associated application instances.
- Support other key roles and the State with project activities.

### **3.1.6.3 IMPLEMENTATION MANAGER**

Contractor shall provide an Implementation Manager whose role and responsibilities include but may not be limited to:

- Lead the Contractor's implementation team and implementation activities.
- Create and manage the statewide Implementation Plan (ID: DEL-06) and supporting activities, operational readiness, Jurisdictional Entity and Provider Agency onboarding, and all other implementation associated activities.
- Collaborate and work with the State Sponsor Department teams and State support contractors on implementation activities, identifying and tracking any issues, impediments, or actions needed.

- Coordinate the EVV Solution deployment, including Cutover and any practice or dress rehearsal activities leading up to implementation.
- Coordinate, oversee, and manage the overall statewide implementation and onboarding of Jurisdictional Entities and Provider Agencies.
- Report implementation, deployment, and onboarding metrics, status updates, concerns, and corrective actions to the State, and resolve any problems or impeding issues.
- Create and maintain the plan and schedule for implementation in coordination and collaboration with the Contractor Project Manager and State team members. Activities captured within the implementation schedule or approach shall roll up to the project master schedule.
- Collaborate with the Training Manager, Business Lead, Technical Manager, and State to create, distribute, manage, and maintain outreach and marketing materials.
- Function as the day-to-day coordinator and facilitator of all project implementation activities across California.
- Provide regular implementation status reports to the State, as defined in State-approved plans, such as the Implementation Plan (ID: DEL-06).
- Provide regular status updates to the State Project Director or designee, as determined by the State and the Contractor Project Manager.

#### **3.1.6.4 TRAINING MANAGER**

Contractor shall provide a Training Manager whose role and responsibilities include but may not be limited to:

- Create and maintain the Outreach and Training Plan (ID: DEL-13) and lead all Contractor team-training activities.
- Oversee and coordinate the development and delivery of Outreach and Training Support Materials (ID: DEL-14) and training sessions.
- Manage the Contractor training team.
- Develop the training rollout strategy and coordinate the training schedule and logistics in coordination with the Contractor Project Manager and State team members. The training schedule shall roll up to the project master schedule.
- Oversee and coordinate the development and delivery of training.
- Create, distribute, manage, and maintain outreach and marketing materials for training and training assessments.

- Collaborate with the Implementation Manager, Business Lead, and Technical Manager to create, distribute, manage, and maintain outreach and marketing materials.
- Provide, at minimum, annual updates to the Outreach and Training Plan (ID: DEL-13).
- Update the Outreach and Training Support Materials (ID: DEL-14) as needed to keep consistent with current production version of the EVV Solution.
- Support the State in any EVV Solution related training activities and presentations to stakeholders and users.
- Assist the Technical Manager and Business Lead in validating configuration changes and impacts to training and materials.
- Design and customize the training approach for each group of users based on job function.
- Prepare, manage, and maintain the training environment for each training session throughout implementations.
- Support the State with the training environment and the development or preparation of training scenarios and exercises.
- Support onboarding of new users after initial onboarding.
- Maintain training materials and make updates following configuration and application changes.

### **3.1.6.5 BUSINESS LEAD**

Contractor shall provide a Business Lead whose role and responsibilities include but may not be limited to:

- Manage and lead business analysis activities, including functional requirements specification, analysis and design, and functional configuration of the EVV solution.
- Support testing activities, including UAT, and incident management activities.
- Lead, support and communicate business needs, impacts, changes, etc.
- Identify, manage, and document the impacts, cost, benefits, issues, and consequences resulting from any changes in scope, requirements, design, configuration, plans, or work assignments.
- Assist the Contractor and State technical managers and technical teams to create detailed documents and deliverables.

- Assist the Contractor and State technical managers and technical teams to configure, test, and implement the EVV Solution.
- Facilitate working sessions with Subject Matter Experts (SMEs) identified by the State to understand, analyze, and derive business processes, business rules, and data relationships for functional configuration of the EVV Solution.
- Analyze and document any gaps and recommend business process improvements.
- Create and maintain documents and deliverables to reflect the EVV Solution as analyzed, designed, configured, tested, and deployed.
- Assist the Training Manager and Implementation Manager with updates to training materials and end user support materials due to EVV Solution configuration changes.

#### **3.1.6.6 M&O MANAGER**

Contractor shall provide an M&O Manager whose role and responsibilities include but may not be limited to:

- Manage and operate the overall EVV Solution, including the onboarding of future Provider Agencies and Jurisdictional Entities.
- Oversee the Contractor's help desk support activities specific to California's instance of the EVV Solution.
- Provide customer service support staffing to address and respond to customer inquiries, record and resolve service requests, track and monitor requests to satisfactory fulfillment, resolve common technical support issues, and triage unsolved issues.
- Manage M&O Contractor staff.
- Support development and delivery of the M&O Report (ID: DEL-09), as directed by the Contractor Project Manager.
- Assist with updates to training and end user support materials due to EVV Solution configuration changes.

#### **3.1.7 OTHER STAFF**

Contractor shall provide other non-key staff as needed, qualified by having the necessary skills, experience, or knowledge to perform their assigned role, to manage, design, configure, test, deploy, maintain, and operate the EVV Solution.

Non-key Contractor staff shall have experience within the teams and subject matters to which they are assigned.

Contractor shall provide other staff to the level needed during the time period or phase of the project required in order to ensure successful implementation and M&O.

Contractor shall ensure the State has direct access and is able to communicate with Contractor SMEs as needed, or upon request by the State.

### **3.1.8 CONFIDENTIALITY, PRIVACY, AND SECURITY TRAINING**

Contractor, its officers, employees, and Subcontractors shall at all times comply with all security standards, controls, practices, and procedures.

Contractor Key Staff and non-key staff assigned to the EVV Phase II Project shall participate in the OSI information privacy and security awareness trainings and complete and submit to the State Contract Manager a Security and Privacy Awareness Acknowledgement Form within thirty (30) days of starting work on the Project and annually, thereafter.

Contractor shall retain each Staff member's signed employee training certification for the State's inspection for a period of six (6) years following Contract termination.

Contractor staff shall sign and submit to the State Contract Manager individual Project Confidentiality Statements prior to performing work.

Contractor shall comply with the requirements detailed in SOW Exhibit A, Attachment 2, Information Systems Security Requirements.

### **3.1.9 CONTRACTOR STAFF**

#### **3.1.9.1 ORGANIZATION CHART**

Contractor shall follow the Staff Management Plan (ID: DEL-30). If required, Contractor shall provide to the State, within one (1) Business Day of request, a current organization chart of the Contractor's Project team assigned to the EVV Phase II Project, including names of Key Staff and non-key staff.

#### **3.1.9.2 APPROVAL OF CONTRACTOR STAFF**

During the Contract term, the State reserves the right to approve or disapprove Contractor staff, including, but not limited to, Key Staff and any Non-Key Contractor or Subcontractor staff assigned to this Contract, or to approve or disapprove any proposed changes in staff or staffing levels.

Refer to SOW Section 3.1.10, Contractor Key Staff, for guidelines on replacement or reassignment of Key Staff.

Refer to SOW Section 3.1.9.3, Changes to Contractor Non-Key Staff, for guidelines on changes to non-key staff and Subcontractors.

Upon request of the State Project Director or designee, Contractor shall provide the State with a resume of any member of Contractor staff assigned to any aspect of the performance of this Contract prior to commencing any services.

The State shall not compensate the Contractor for any time or effort to prepare a new staff member for performing Project tasks.

### **3.1.9.3 CHANGES TO CONTRACTOR NON-KEY STAFF**

#### 3.1.9.3.1 NOTIFICATION OF CHANGE

Contractor shall provide to the State advanced notice of any change and reasons for the change if the Contractor chooses to change or remove any Contractor non-key staff member or Subcontractor assigned to the EVV Phase II Project.

Contractor shall notify the State Project Director or designee of the intended change within thirty (30) calendar days of Contractor becoming aware of the change to non-key staff employment. Contractor shall provide the start or end date for any new or former staff, respectively.

Processes and procedures will be further defined in the Staff Management Plan (ID: DEL-30).

#### 3.1.9.3.2 SUBCONTRACTORS TO CONTRACTOR

Contractor shall secure State approval to any Subcontractor changes prior to the termination of the existing Subcontractor(s) and retention of the new Subcontractor(s). This includes any changes made between submittal of the Final Proposal and actual start of the Contract.

All replacement Subcontractor(s) shall meet all minimum requirements of this RFP and the resulting Contract.

For Small Business changes, Contractor shall use another Small Business and/or DVBE Subcontractor to meet the requirements of the RFP, the resulting Contract, and any relevant laws or regulations.

For DVBE subcontractor changes, Contractor shall follow the instruction from this link <https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBESubstitutionRequirementsInstructions.pdf?la=en&hash=2A2EEB7FBC56E7EC85861FF6BFB5288F6771C0CA>

To the furthest extent possible, the Contractor shall maintain the SB/DVBE utilization that was originally proposed.

The State will not compensate Contractor for any of Contractor's time or effort to educate or otherwise make the new Subcontractor(s) ready to begin work on the Project.

### **3.1.9.4 STAFF COMPETENCE AND COMPLIANCE**

All proposed Contractor staff shall be technically competent in their specific role or domain and shall have the skills necessary to perform that person's Project activities, including having the required experience and skills.

Contractor staff shall be experienced and fully qualified to engage in the activities and perform the services required under this Contract.

Contractor staff shall comply with all applicable licensing and operating requirements imposed or required under federal, state, or local law, and other standards of quality generally accepted in the field of the activities of such staff.

The State may request removal from work on the Project, and the Contractor shall remove from work on the Project, Contractor staff who the State identifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the Project is deemed to be contrary to the public interest or not in the best interest of the State, provided that such request will be based solely on nondiscriminatory reasons and Contractor shall have the right to request the withdrawal of any such request upon a showing to the State that the concern is unfounded.

### **3.1.10 CONTRACTOR KEY STAFF**

#### **3.1.10.1 INITIAL KEY STAFF**

Subject to the provisions of this section, the six (6) Key Staff identified in the Contractor's Proposal shall be the Key Staff assigned to this Project as of the effective date of this Contract and remain the same within the first 12 months of the contract. Refer to section 3.1.10.2 for reassignment of Key Staff.

Contractor shall obtain prior approval in writing from the State Project Director or designee before attempting to change Key Staff. This includes substitutions made between submission of the Final Proposal and the actual start of the Project, as well as staffing changes that may occur during the course of the Contract.

#### **3.1.10.2 CONTRACTOR REASSIGNMENT OF KEY STAFF**

During the Contract term, including any period of time for which a Stop Work Order is issued pursuant to SOW Exhibit A, Attachment 4, Cloud Computing SaaS General Provisions, the Contractor shall not make changes in the assignment of its Key Staff except in the event of death, illness, retirement, disability, termination, or leaving Contractor's employment and not serving as a consultant or Subcontractor to Contractor, or subject to mutual agreement by the parties to allow for removal.

If a member of Contractor's Key Staff is unable to perform due to factors beyond Contractor's reasonable control (e.g., illness, resignation), the Contractor will use its best efforts in promptly providing suitable substitute personnel.



### **3.1.10.3 REPLACEMENT BY CONTRACTOR**

In the event replacement of Key Staff is necessary, Contractor shall provide a replacement candidate that meets or exceeds the requirements as defined in this RFP, within fifteen (15) calendar days of the date the Key Staff member becomes unavailable and allow the State Project Director or designee the opportunity to interview and approve the candidate. If the Contractor does not provide a candidate within fifteen (15) calendar days of the date the Key Staff member becomes unavailable, the State will assess damages as described in SOW Exhibit A, Attachment 1, Service Level Agreements and Liquidated Damages.

If the State rejects a proposed replacement Key Staff member and a qualified replacement is not provided to the State for approval within ten (10) calendar days of the rejection, Contractor shall be in material breach of the Contract unless the State provides an extension in writing before the deadline is exceeded. If the Contractor does not receive acceptance of the proposed candidate within twenty-five (25) calendar days of the date the Key Staff member becomes unavailable, the State will assess damages as described in SOW Exhibit A, Attachment 1, Service Level Agreements and Liquidated Damages.

The State encourages the Contractor to work with the State to replace a Key Staff in advance of any potential vacancy.

### **3.1.10.4 REPLACEMENT BY STATE**

The State Project Director or designee may request that the Contractor replace a Key Staff member and shall advise the Contractor in writing of the basis for the request.

Contractor shall provide a replacement candidate that meets or exceeds the requirements as defined in this RFP within fifteen (15) Calendar Days of the State's notification to the Contractor to replace an assigned Key Staff member.

If the State rejects a proposed replacement staff member and a qualified replacement is not provided to the State for approval within ten (10) calendar days of the rejection, Contractor shall be in material breach of the Contract unless the State provides an extension in writing before the deadline is exceeded.

If the Contractor does not receive acceptance of the proposed candidate, the State will assess liquidated damages as provided in SOW Exhibit A, Attachment 1, Service Level Agreements and Liquidated Damages.

### **3.1.11 PROCESS IMPROVEMENT**

Given the schedule constraints of the Project, the identification and rapid incorporation of lessons learned and process improvement throughout implementation is required.

Contractor shall on an ongoing basis, identify, report to the State prior to implementing, and implement ways to improve performance of the services and System, reduce errors, and identify and apply techniques and tools from other Contractor installations that would benefit the State either operationally or financially.

Likewise, the State shall collaborate with the Contractor to identify, incorporate, and implement lessons learned and recommendations for improvement throughout the Contract term.

### **3.2 STATE'S ROLES AND RESPONSIBILITIES**

The State shall provide subject matter expertise, support, and resources from the State Sponsor Departments and OSI.

#### **3.2.1 PROJECT MANAGEMENT**

The State shall collaborate with Contractor to manage the Project in accordance with the requirements within this SOW and in alignment with the Contractor's Project Schedule (ID: DEL-16) and project master schedule.

The OSI shall manage this Contract and act as liaison between the Contractor, State Sponsor Departments, and project stakeholders.

The State shall ensure resources are available to perform assigned tasks, attend meetings, and answer questions, as deemed appropriate by the State.

The State shall participate in presentations and formal project meetings, as deemed appropriate by the State.

The State shall participate in informal meetings at the Contractor's request, as deemed appropriate by the State.

The State shall prioritize problems and issues for resolution, as deemed appropriate by the State.

The State shall review, provide feedback on, and approve all Contractor Deliverables in accordance with the Project's state-approved deliverable management plan and processes.

#### **3.2.2 PROJECT FACILITIES & EQUIPMENT**

The State shall provide workspace, furniture, utilities, computers and accessories, Internet, and telephones at the EVV Phase II Project Office for the six (6) Contractor Key Staff, and up to a reasonable number of Contractor non-key staff as agreed to by the State and Contractor after Contract execution.

The State shall provide appropriate productivity software tools, determined on a case-by-case basis depending on the circumstances, and could include such tools as developers' software, Microsoft Office Suite, and web conference software.

The State shall provide each Contractor staff member with an OSI email account.

The State shall provide meeting rooms that Contractor may reserve for meetings.

As deemed necessary by the State, the State shall provide workspace, furniture, utilities, and Internet for Contractor staff at the State Sponsor Departments.

The State shall have the option to purchase any equipment identified in Contractor's proposal from a third-party independent vendor, and not from the Contractor, to be decided at the time of purchase.

### **3.2.3 PROJECT REPOSITORY**

The State shall use the OSI SharePoint to establish and manage the Project repository as the control system for all Project Deliverables and artifacts.

The State shall be the owner of all documents available in the Project repository.

The State shall provide Contractor access to the Project repository.

### **3.2.4 PROJECT SUPPORT**

#### **3.2.4.1 BUSINESS SUPPORT**

The State shall provide State and federal policy, business rules, process, and procedure SMEs to assist the Contractor.

The State shall provide access to applicable State standards and business documents.

The State shall implement business process and procedure changes to align with the new EVV Solution.

#### **3.2.4.2 TECHNICAL SUPPORT**

The State shall provide State technology SMEs to assist the Contractor.

The State shall provide access to applicable State technical standards, policies, procedures, and documents.

The State shall provide secured access to the State environments and databases, as deemed appropriate by the State.

### **3.2.5 PROJECT IMPLEMENTATION**

#### **3.2.5.1 REQUIREMENTS, DESIGN, AND CONFIGURATION**

The State shall make final decisions on requirement verifications and priorities.

The State shall provide technical knowledge and understanding regarding State system architecture, technology, privacy and security, and configuration requirements.

The State shall participate in requirements gathering and confirmation meetings, as deemed appropriate by the State.

The State shall participate in design and configuration sessions, as deemed appropriate by the State.

### **3.2.5.2 SECURITY AND DATA MANAGEMENT**

The State shall review and approve security-related aspects of the project and EVV Solution.

The State shall review and provide acceptance of the Contractor's approach and handling of security and data to ensure the proper security measures are applied and adhere to State and federal standards.

The State shall work with the Contractor to ensure all security and data requirements detailed in this Contract are met in full.

The State shall assist the Contractor to understand the current environment and data management and quality issues.

The State shall assist the Contractor to identify required data for state and federal reporting.

The State shall assist with establishing and/or developing interfaces.

The State shall assist the Contractor to resolve data quality and aggregation issues.

### **3.2.5.3 TESTING**

The State shall assist the Contractor to prepare and validate performance, privacy and security, production simulation, and ADA compliance testing.

The State shall assist the Contractor to coordinate interface testing.

The State shall collaborate with Contractor to plan and prepare UAT activities.

The State shall collaborate with Contractor to confirm the test environment and test data, scenarios, scripts, and cases.

The State shall perform UAT for each release.

The State shall collaborate with the Contractor to document and resolve all UAT issues.

The State shall lead the CMS Certification effort and will work with the Contractor to test and validate that the EVV Solution meets CMS certification requirements.

### **3.2.5.4 OUTREACH AND TRAINING**

The State shall assist the Contractor with outreach and training activities, including the review and development of materials.

The State shall assist the Contractor with the outreach and training strategy.

The State shall collaborate with the Contractor to identify Jurisdictional Entity and Provider Agency staff, users, key stakeholders, and other information required for outreach and training.

The State shall collaborate with the Contractor to identify training audience categories and attendees.

The State shall collaborate with the Contractor to ensure Jurisdictional Entity and Provider Agency staff participation.

The State shall identify and assign technical staff to work with the Contractor to support, operate, maintain, and administer instances of the EVV Solution, as applicable.

The State shall assist the Contractor help desk staff with understanding State requirements for sensitive and confidential information.

#### **3.2.5.5 IMPLEMENTATION AND ONBOARDING**

The State shall participate in Jurisdictional Entity and Provider Agency readiness activities, as deemed appropriate by the State.

The State shall approve the rollout sequence and strategy for Jurisdictional Entity and Provider Agency implementation.

The State shall work with CMS to assess rollout and operations, determine whether corrective actions for implementation are needed, and obtain CMS certification.

#### **3.2.5.6 MAINTENANCE AND OPERATIONS**

The State shall collaborate with the Contractor to address customer service needs and resolve incidents, requests, and issues.

The State shall collaborate with the Contractor to support system maintenance and operations.

The State shall assist the Contractor with the identification and operational readiness of Provider Agencies and Jurisdictional Entities.

The State shall work with the Contractor to identify, prioritize, test, and release configuration changes.

#### **3.2.5.7 CLOSE-OUT AND TRANSITION-OUT**

The State shall collaborate with the Contractor to ensure a shutdown of services and smooth transition to replacement products and/or services as required within the final twelve (12) months of the Contract term or extension period.

### **3.2.6 LIMITATION OF AUTHORITY**

Only the State Project Director or designee (with the delegation to be made in writing prior to action) shall have the express, implied, or apparent authority to waive any clause or condition of this Contract on behalf of the State.

Any waiver of any clause or condition of this Contract is not effective or binding until made in writing and signed by the State Project Director or designee thereof and, if required, approved by the CDT or designee.

The State Project Director or designee is the only individual that may authorize changes to this Contract in accordance with Section 3, Project Management and Scope, or through a Contract Amendment.

Any changes to this Contract shall be documented as a change request to document the change in scope.

## **3.3 CHANGE CONTROL PROCESS AND UNANTICIPATED WORK**

### **3.3.1 CHANGE REQUESTS**

The State may, at any time, by a written and approved change request make changes within the general scope of this Contract if the State determines that such changes are necessary to the successful accomplishment of the Project and is within the scope of work.

Contractor may, by written and approved change request, be asked to perform unanticipated tasks, work that was wholly unanticipated and is not specified in the SOW, but which, in the opinion of both parties, is necessary to successfully accomplish the general scope of work necessary to implement the proposed solution.

For each change in work requirements, a formal change request shall be prepared in accordance with the State-approved Change Control Management Plan (ID: DEL-25) following the change control process therein and reviewed by the Change Control Board. The Change Control Board will be comprised of designated voting members from the State Sponsor Departments and the change control process will be managed by the OSI.

Either the State or Contractor may initiate a proposal for a change request. Contractor shall respond in writing to a change request issued by the State within fifteen (15) business days of receipt, or such longer time allowed by the State Project Director or designee.

In accordance with the change control process, all change requests shall be in writing and approved by the State and the Contractor prior to beginning work. Change requests will be retired or closed only after the completed work has been verified to have been completed and/or implemented successfully.

Upon acceptance, each approved change request shall be incorporated into and become a part of this Contract.

Contractor shall agree that all of the terms of this Contract shall remain in force and effect with the inclusion of any change request.

In no event shall a change request be deemed a separate contract, nor shall it in any way amend or supersede any of the other provisions of this Contract.

### **3.3.2 CHANGE REQUEST COSTS**

Contractor shall base prices for change requests on the calculated number of Contractor staff hours required multiplied by the labor rates for unanticipated tasks, based on the agreed-upon job classification, listed in SOW Exhibit 23, Cost Workbook, Staff Rate Sheet, of this Contract, plus any other reasonable costs to be incurred to effect the change at a fair and reasonable price.

When there is a cost impact, i.e., increase or decrease in amounts to be paid under this Contract, Contractor shall advise the State Project Director and Change Control Board in writing of: (i) the increase, including a breakdown of the number of Contractor staff hours by job classification needed to effect this change; or (ii) the decrease.

As requested by the State, Contractor shall submit its price for a change request on both a fixed price and a time and materials basis, either of which the State may choose.

Contractor shall be paid for work under a change request based upon actual time and materials used to perform the authorized work or the fixed price, but no more than specified in the change request.

Contractor shall not bill additional change request hours for staff assigned to the Contract full time. Staff hours in excess of the work hours authorized in the change request will be at no cost to the State.

The State shall not pay the Contractor for initiating or responding to a change request, including change requests that are executed, or for any analysis or preparing pricing and scheduling information in response to a change request issued by the State.

The parties shall execute a Contract Amendment to account for any increases or decreases in the total Contract price or material changes to the rights or duties of the parties or scope of work, agreed upon by the parties in any executed change request.

### **3.3.3 CHANGE REQUEST DISAGREEMENTS**

Contractor and the State shall negotiate in good faith and in a timely manner with regard to all change requests.

If the parties are unable to reach an agreement in writing within fifteen (15) business days after Contractor's response to a change request approved by the State, the State Project Director may make a determination of the fair and reasonable price and schedule for the change request and shall provide a written explanation of such determination. Contractor shall proceed with the work according to that price and schedule which shall be included in the resulting change request, subject to Contractor's right to appeal the State Project Director's determination of the price and/or schedule using the dispute resolution process set forth in SOW Exhibit A, Attachment 4, Cloud Computing SaaS General Provisions, 35 Disputes.

If Contractor appeals the State Project Director's determination of the price and/or schedule, the State shall pay for such work up to the price determined by the State Project Director until all amounts in such price are expended, after which, Contractor shall continue performing such work until completion of the dispute resolution process related to this change request.

If there is a mutually acceptable completion of the dispute resolution process, the State shall pay Contractor in accordance with the resolution. Nothing in this section shall in any manner excuse Contractor from proceeding diligently with the Contract and the change request.

Within fifteen (15) business days after receipt of an approved change request, unless the period is extended by the State Project Director in writing, Contractor shall file notice of its intent to assert a claim under SOW Exhibit A, Attachment 4, Cloud Computing SaaS General Provisions, 35. Disputes. No claim by Contractor for such an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Contract.

If Contractor fails or refuses to perform a change request issued by the State, a change request required because of emergency, or a change request determined to be appropriate at the conclusion of the dispute process under SOW Exhibit A, Attachment 4, Cloud Computing SaaS General Provisions, 35. Disputes, Contractor shall be in material breach of this Contract and the State shall have the right to immediately terminate this Contract for default.

If Contractor fails to correct a material default within thirty (30) calendar days after receiving a Cure Notice with respect to a change request, the State shall have the right to secure cover pursuant to this Contract.



Contractor shall stop or suspend work on any change request pursuant to SOW Exhibit A, Attachment 4, Cloud Computing SaaS General Provisions, 36. Stop Work.

## **4 DELIVERABLE ACCEPTANCE/REJECTION PROCESS**

### **4.1 DELIVERABLE SUBMISSION**

Contractor shall produce all Deliverables identified in SOW Exhibit 22, Deliverables, with the required content identified for each Deliverable, in accordance with the SOW Exhibit 22, Deliverables.

Contractor shall provide the State with the Deliverables and services listed in the SOW Exhibit 22, Deliverables, and, if applicable, as further described in the Deliverable Expectation Document (DED).

For Deliverables requiring a DED, Contractor shall promptly complete and submit the DED. Refer to the Deliverable Expectation Document Template, located in the Bidders' Library.

For each Deliverable, where applicable, Contractor shall receive the State's formal acceptance of the Deliverable's DED before commencing work on the Deliverable.

Contractor shall ensure each Deliverable submitted to the State for review contains all content specified in the accepted DED for the Deliverable and as outlined in SOW Exhibit 22, Deliverables.

Contractor shall secure State approval for any alterations to required content for a Deliverable and shall record any State-approved alterations in the DED for the Deliverable, if the DED has not already been accepted by the State.

The parties acknowledge that additional deliverables and services may be added in the future and agree to work together to identify the contents of and acceptance criteria for any additional Deliverables through the change control process, as defined in the Change Control Management Plan (ID: DEL-25).

Contractor shall retain backup copies in writing and on electronic media of all Deliverables until 180 Calendar Days after termination or expiration of this Contract and shall provide the State on its request with an electronic copy in the original source format thereof until that time.

In creating Deliverable documents, Contractor shall follow the writing standards and guidelines provided in the OSI writing style guidelines.

Contractor shall use consistent format, style, and terminology in its Deliverables.

Contractor shall collaborate with the State throughout the development of a deliverable to ensure the deliverable provides value, is of high quality, the deliverable

review process is kept to a minimum, and the deliverable is produced on time in accordance with the project master schedule.

## **4.2 DELIVERABLE REVIEW PROCESS**

### **4.2.1 DELIVERY OF DELIVERABLES**

The Contractor shall be the sole entity that submits Deliverables to the State. The State will not accept Deliverables from Subcontractors. Contractor shall review, verify compliance of, and accept full responsibility for any Deliverable content supported from Subcontractors before the Contractor submits the Deliverable to the State.

Contractor shall deliver all Deliverables pursuant to this Contract to the State Project Director, State Deliverable Manager, or designee at the OSI Office for purposes of determining whether the State will give its acceptance for such Deliverables in accordance with the due dates specified in the State-approved project master schedule. If a Deliverable is received by 5 p.m. Pacific Time, the recorded delivery date will be that day's date. If it is received after 5 p.m. Pacific Time, the recorded delivery date will be the next business day's date.

For each Deliverable, Contractor shall submit an electronic copy in a format that is agreed to by both Contractor and the State to assist the State with routing for review.

### **4.2.2 INFORMAL REVIEW OF DELIVERABLES**

When agreed upon with the State, Contractor may submit an informal electronic copy of a Deliverable for State review and feedback prior to the Deliverable due date specified in the Contract requirements and State-approved project master schedule.

### **4.2.3 REVIEW OF DELIVERABLES**

The State's review of Deliverables will be in accordance with the timeframes set forth in the Contract requirements and State-approved schedule. The State's review period will vary with the complexity and volume of the Deliverable. Unless otherwise specified in the SOW or negotiated between the parties, the State will have at least ten (10) business days for such review, with the first day starting on the next business day after delivery.

Upon request by either the State, the Contractor, or both parties, and no more than three (3) business days after submittal of the Deliverable to the State, the Contractor shall facilitate a Deliverable review meeting to provide the State reviewers with an overview of the Deliverable in review.

The State shall reject a Deliverable if it does not contain all contents specified in the DED and the SOW Exhibit 22, Deliverables, deviates significantly from the DED or required

content, deviates significantly from the EVV Phase II Project Deliverable templates, or contains significant formatting or typographical errors.

### **4.3 CONTRACTOR INPUT DELIVERABLES**

Notwithstanding any other provision of this Contract, the Deliverables identified as Contractor Input Deliverables in the SOW Exhibit 22, Deliverables, do not require DEDs and will be created first by the State as part of the State's Project Approval Lifecycle (PAL) and provided to the Contractor to further develop with Contractor-specific information and content. Deliverable review will follow the Deliverable Acceptance/Rejection Process described in this SOW. Deliverables in this category include:

- DEL-25: Change Control Management Plan
- DEL-26: Configuration Management Plan
- DEL-27: Data Management Plan
- DEL-28: Requirements Management Plan and Traceability Matrix (RTM)
- DEL-29: Schedule Management Plan
- DEL-30: Staff Management Plan

#### **4.3.1 DELIVERABLE ACCEPTANCE**

The State will provide acceptance for the Deliverable or Service if it meets the acceptance criteria for each Deliverable or Service, including but not limited to the scope and level of detail prescribed in the corresponding DED or SOW Exhibit 22, Deliverables. The State will document acceptance of the final Deliverable based on the DED or SOW Exhibit 22, Deliverables using a Deliverable Acceptance Document (DAD) notification. A Deliverable will not be considered "accepted" by the State until the Deliverable is complete, and the State Project Director or designee has signed the DAD.

In addition to criteria in the corresponding DED and this Contract, the State Project Director may identify additional criteria specific to each individual Deliverable. The State Project Director may direct the Contractor to add these criteria to the final version of the DED.

Examples of general acceptance criteria, not specific to any Deliverable, could include:

- Does the Deliverable address all components required by the Contract and any areas agreed upon subsequently through meetings and planning sessions (these agreements should be reflected in the DED)?
- Is the Deliverable consistent with the content and format agreed upon in the DED?

- Does the Deliverable meet applicable industry and State of California standards?
- Does the Deliverable meet the Project and State Sponsor Departments' business and technical needs?
- Is the Deliverable easy to understand, well written, and formatted?

Contractor shall not utilize any Project Deliverable until the State has accepted the Deliverable.

Contractor shall not change a Deliverable that has been accepted by the State without the State's written approval.

The State Project Director's acceptance of a Deliverable that constitutes a payable event as provided herein will entitle Contractor to submit, and obligate the State to pay, a correct invoice for payment in accordance with this Contract.

Refer to SOW Exhibit A, Attachment 4, Cloud Computing SaaS General Provisions, 35. Disputes.

#### **4.3.2 EFFECT OF DELIVERABLE ACCEPTANCE**

By submitting a Deliverable or Service, the Contractor represents that the Deliverable or Service meets the requirements of this Contract. The parties acknowledge and agree that the State's acceptance of a Deliverable or Service indicates only that it has reviewed the Deliverable or Service and detected no obvious deficiencies at that time and that the State's acceptance of a Deliverable or Service does not discharge the Contractor's obligations to ensure comprehensiveness, functionality, or effectiveness of the System as a whole or in any way lessen the Contract requirements. The parties agree that the Contract requirements shall be modified only through an approved change request or Amendment to this Contract, following the process outline in the Change Control Management Plan (ID: DEL-25) and this Contract.

#### **4.3.3 EFFECT OF DELIVERABLE NON-ACCEPTANCE**

If, following the State's review, Contractor's Deliverable or Service does not meet the acceptance Criteria, the State shall give Notice of non-acceptance in writing, with such Notice delineating the reasons for non-acceptance. In the event any goods or services provided by the Contractor in the performance of this Contract should fail to conform to the requirements of this Contract, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly. In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.

#### **4.3.4 DELIVERABLE CORRECTIONS**

Upon notice of non-acceptance, the Contractor shall respond to and incorporate changes to the Deliverable based on the State's review comments. Contractor shall have up to five (5) business days to revise Deliverables following State notice of non-acceptance, depending on the complexity of the Deliverable, unless otherwise negotiated or indicated in the SOW Exhibit 22, Deliverables. Contractor shall submit Deliverable revisions to the State in accordance with due dates specified in the project master schedule. For each revised Deliverable submitted to the State, the Contractor shall provide two (2) electronic copies, one with track changes showing changes made from the previous version and a clean version, in the source format, and written responses to each review comment via the Deliverable Comment Log provided by the State. Refer to the Deliverable Management Plan in the Bidders' Library.

The State shall have a minimum of three (3) business days to review revised Contractor Deliverables, unless otherwise negotiated or indicated in the SOW Exhibit 22, Deliverables.

#### **4.4 EVV CONTRACTOR ESTABLISHED DOCUMENTS AND PROCESSES**

To illustrate that the Contractor is a mature vendor operating EVV in another State or entity, the Contractor shall provide the State copies of documents and resources that the Contractor already has established and in use in other states or entities, which can be shared to the degree possible.

Unless otherwise requested as part of the response to this solicitation (Refer to Exhibit 25, Narrative Response), Contractor shall provide any plans, processes, manuals, resources and other documents including, but are not limited to, the following categories within thirty (30) calendar days of the Contract execution date:

- Capacity Management
- Customer Service / Service Desk / Help Desk
- Defect Resolution
- Environment Management
- Incident Management
- Organizational Change Management
- Performance Management
- Release Management for customer configuration changes
- Release Management for the Contractor's base COTS product
- Security Plans and Processes
- Software Development and Maintenance Approach

- System Operations
- User Administration
- Disaster Services
- Data Dictionary
- Reports Catalog and Specifications

## **5 ESCALATIONS AND CORRECTION ACTIONS**

### **5.1 ESCALATION PROCESS**

The parties acknowledge and agree that certain technical and/or project-related problems or issues may arise, and that such matters shall be brought to the State's attention. Problems or issues shall normally be reported in regular status reports or in-person meetings. However, there may be instances where the severity of the problem justifies escalated reporting. To this extent, the State Contract Manager shall determine the level of severity, and notify the appropriate State staff, as set forth below. The State staff notified, and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The State personnel include, but are not limited to, the following:

- First level, the OSI Project Director of the EVV Phase II Project
- Second level, the OSI Deputy Director of the EVV Phase II Project

### **5.2 CORRECTIVE ACTION PLANS**

Contractor shall provide and execute Corrective Action Plans (CAP) as directed by the State.

#### **5.2.1 CAP CONTENTS**

A CAP shall describe the changes necessary to bring the system, process, deliverable, or Contract performance to an acceptable level of compliance as determined by the State.

The Contractor shall update the CAP to include, at a minimum, the following content:

- Subject title identifying the issue or problem
- Date (and if needed time) of occurrence
- Description of the issue or problem (e.g., deficiency, outage)
- Cause or root cause analysis

- Proposed corrective actions, with alternative options for the State's consideration. All options shall include pros and cons, and the Contractor's recommended choice.
- Assigned resources (including names and positions)
- Action plan with schedule for each option, to include planned and actual completion dates
- Changes necessary to prevent reoccurrence of the issue or problem

### **5.2.2 CAP REPORTING AND CLOSURE**

The Contractor shall provide a written report of the status and progress of the CAP activities weekly to the State Project Director or designee.

The Contractor shall notify the State Project Director or designee in writing when the activities within a CAP have been successfully executed.

The Contractor shall deliver for review, any documentation requested by the State Project Director or designee, to support the State's CAP completion evaluation.

The Contractor shall consider the CAP complete based upon the State Project Director or designee's review and approval.

### **5.2.3 CAP FAILURES AND LIQUIDATED DAMAGES**

If the Contractor fails to prepare a CAP acceptable to the State by the agreed upon due date, the Contractor shall be assessed liquidated damages of up to \$1,000 for each day, or portion thereof, that an acceptable CAP remains undelivered.

If a delivered CAP is not successfully executed or its execution does not correct the identified issue to be remedied by the CAP or correct the issue within the time specified in the CAP, the Contractor shall be assessed liquidated damages of up to \$2,000 for each day, or portion thereof, where the CAP issue remains uncorrected.

If corrective actions continue to be required due to Contractor performance, or lack thereof, the State may elect to terminate the Contract per SOW Exhibit A, Attachment 4, Cloud Computing SaaS General Provisions.

## **6 SOLUTION REQUIREMENTS**

### **6.1 SYSTEM REQUIREMENTS**

The EVV Solution requirements are presented in SOW Exhibit 21, Functional and Non-Functional Requirements. These requirements are categorized into three groups indicated by the Functional/Non-Functional/Mandatory Optional column in the Functional and Non-Functional Requirements table found in SOW Exhibit 21.

### **6.1.1 FUNCTIONAL REQUIREMENTS**

Functional Requirements represent the business objectives, needs, and outcomes of California EVV stakeholders and users. They are organized and presented in context of the capabilities of the conceptual EVV solution. Functional requirements provide a description of what the EVV Solution shall provide and describe actions and operations that the solution must be able to perform. They also describe services, reactions, and behaviors of the solution as well as the information the solution will manage. The requirements are primarily expressed in business rather than technical terms and identify “what” is required to meet the State’s business objectives, not “how” the requirement will be implemented.

### **6.1.2 NON-FUNCTIONAL REQUIREMENTS**

Non-Functional Requirements provide criteria to evaluate the operation of the EVV Solution and primarily represent qualities of (expectations and characteristics) and constraints on (e.g., governmental regulations) the solution. Non-Functional requirements capture conditions that do not directly relate to the behavior or functionality of the solution, but rather describe environmental conditions of an effective solution or productive qualities of the solution. Non-functional requirements also define quality of service requirements, such as those relating to required capacity, speed, security, privacy, availability, response time, throughput, usability, data validation, the information architecture, and presentation of the user interfaces.

### **6.1.3 MANDATORY OPTIONAL REQUIREMENTS**

Mandatory Optional (MO) requirements describe solution functionality that the State has the option to execute (e.g., visit scheduling). Bidders are required to satisfy each MO requirement if the State elects to execute it during the Contract term.

## **6.2 CONTRACTOR HOSTED DATA CENTER ENVIRONMENT**

Contractor shall host the proposed EVV Solution using Software as a Service (SaaS) Cloud Computing in accordance with SOW Exhibit A, Attachment 4, Cloud Computing SaaS General Provisions.

Contractor’s hosted solution shall have a contact option to communicate and escalate problems and questions should they arise.

Contractor shall provide reports on metrics, issues, and performance of the hosted solution and environment monthly or as requested by the State.

## **6.3 THRESHOLD LANGUAGES**

In the event the State elects to execute the MO requirement for Spanish language support, Contractor shall provide:



- Spanish language support via its Help Desk Interactive Voice Response (IVR) system and live agents servicing end users of the EVV Solution. Refer to MO requirement 3A.
- Spanish language translations of the Contractor's Outreach and Training Materials, which the Contractor plans and is required to provide to Jurisdictional Entities and Provider Agencies during outreach and training activities. Refer to MO requirement 3B.

#### **6.4 DATA OWNERSHIP**

The State possesses and retains all right, title, and interest in and to State's data and Contractor's use and possession thereof is solely on the State's behalf. All data, records, documents, communications, deliverables, and other materials and outputs developed and used in the performance of this Contract and required to be disclosed pursuant to this Contract shall be maintained by Contractor and transferred to the State or to a New Contractor at Contract Close-Out in a format acceptable by the State.

Refer to SOW Section 7.3.6, Close-Out and Transition-Out.

Per SOW Exhibit A, Attachment 4, Cloud Computing SaaS General Provisions, the Contractor shall comply with the State for examination and audit of all data, records, documents, communications, and other materials pertaining to the performance of this Contract.

#### **6.5 EVV SOLUTION REPORTING**

The EVV Solution shall have reporting capabilities, which are defined in the EVV Solution requirements presented in SOW Exhibit 21, Functional and Non-Functional Requirements.

#### **6.6 SYSTEM SECURITY**

Contractor shall comply with the requirements detailed in SOW Exhibit A, Attachment 2, Information Systems Security Requirements.

### **7 CONTRACTOR TASKS AND DELIVERABLE REQUIREMENTS**

#### **7.1 STATUS REPORTING**

Contractor shall provide regular status updates, as defined in the Contractor Task Groups, SOW Section 7.3, and SOW Exhibit 22, Deliverables.

#### **7.2 DELIVERABLES**

Contractor shall produce all Deliverables listed in Exhibit 22.1: Deliverables List, in accordance with SOW Exhibit 22.2 and SOW Exhibit 22.3.

### **7.2.1 DELIVERABLE TYPES**

Contractor shall complete all Deliverables to the State's satisfaction. SOW Exhibit 22, Deliverables, lists the Deliverables required as part of this Contract. The Deliverables have been divided into two categories:

- Contractor Deliverables: The first category includes the Deliverables that the Contractor will be required to create and submit using the DED and Deliverable (DEL) templates provided in the Bidders' Library. This group of Deliverables follows the traditional approach in which the Contractor is solely responsible from start to approval for creating and updating the Deliverable.
- Contractor Input Deliverables: The second category of Deliverables includes some of the project plans that the State is required to create as part of the State's Project Approval Lifecycle (PAL) process. The Contractor will be provided with these documents upon Contract execution. The Contractor shall review the State's approach, assumptions, processes, and the plan's key components, and to provide input so that the State and Contractor may be able to align plans, processes and procedures to minimize potential schedule delays caused by misunderstandings of expectations or methods. The Contractor's input to the document will create a more comprehensive project plan.

Deliverable review will follow the Deliverable Acceptance/Rejection Process described in this SOW, which will be further elaborated in the State's Deliverable Management Plan. Refer to the Deliverable Management Plan located in the Bidders' Library.

Refer to SOW Exhibit 22, Deliverables, for the list of deliverables and descriptions.

### **7.2.2 DELIVERABLE SUBMISSION TYPES**

Deliverables are identified in the tables below as either "initial" or "update" and represent the formal submissions of deliverables associated with Task Groups and milestones. "Initial" submission represents the first formal submission of the deliverable. "Update" submission represents any formal submission other than the "initial" submission, which will coincide with frequency for each Deliverable indicated in SOW Exhibit 22, Deliverables. The frequency for which a Deliverable will be required to be submitted formally as an "update" may be annually, required as part of a future Task Group, or as requested by the State.

Unless otherwise stated in the SOW Exhibit 22, Deliverables, Contractor shall maintain updates to Deliverables between formal submissions to ensure the most recent information is accurately reflected and future formal submissions include all required information captured between formal submissions. Contractor shall provide access of these working versions of the Deliverables upon request by the State Project Director or designee.

### 7.3 TASK GROUPS

The section groups Contractor requirements with associated deliverables. Task requirement identification (ID) numbers indicated in the left column of each table are in chronological order following the last requirement ID used in Table 63: Exhibit 21 – Functional and Non-Functional Requirements to ensure requirement ID numbers do not overlap. Therefore, the first group of task requirements below (Table 1: Task Groups #1-#16 – Global Project Management Requirements) begins with requirement ID 7.1.

While most Task Group requirements and deliverables will be met within a single payment milestone, the Global Project Management Requirements must be met throughout project implementation, or unless the State determines that the requirements, or a subset thereof, have been met in full.

#### 7.3.1 PROJECT MANAGEMENT

##### 7.3.1.1 TASK GROUPS #1-#16 – GLOBAL PROJECT MANAGEMENT REQUIREMENTS

Contractor shall produce and meet the following requirements as part of each Task Group throughout Implementation. Each requirement in the following table must be met as part of Task Group #1 through Task Group #16, unless determined otherwise by the State.

**Table 1: Task Groups #1-#16 – Global Project Management Requirements**

<b>Task Groups #1-#16 – Contractor Global Project Management Requirements</b>	
<b>7.1</b>	<b>General Project Management</b> – Contractor shall provide project management services and complete all requirements associated with project management throughout the Implementation Phase of the project.
7.1.1	Contractor shall develop and deliver a Monthly Status Report (ID: DEL-10), developed in accordance with SOW Exhibit 22, Deliverables.
7.1.2	Contractor shall review State-provided project management plans, processes, and procedures within thirty (30) calendar days of Contract start date. In the event Contractor recommends deviating from prescribed standards, Contractor must get pre-approval from the State Project Director or designee.
7.1.3	Contractor shall plan and perform all project management activities consistent with the State project management plans.
7.1.4	Contractor shall provide project management services following industry best practices, notably the Project Management Institute's Project Management Body of Knowledge (PMBOK).

<b>Task Groups #1-#16 – Contractor Global Project Management Requirements</b>	
7.1.5	Contractor shall use State-provided project management tools as directed by the State.
7.1.6	Contractor shall cooperate, collaborate, and participate in project risks, issues, action items, decision, change control and other project processes in accordance with project plans.
7.1.7	Contractor shall use the State-provided tracking tools, i.e., SharePoint, to manage, track, and maintain risk, issue, action, configuration, decision, and change control items.
7.1.8	Contractor shall allow the State access to all project tools, applications, and data used to manage the project, and provide data extracts from such tools as requested by the State.
7.1.9	Contractor shall provide the State with regular status updates as required by the State and, as needed, participate in regularly scheduled or ad hoc project status meetings to provide relevant project updates.
7.1.10	Contractor shall provide requested project artifacts, responses to inquiries, and other information as requested by the State.
7.1.11	Contractor shall collaborate with the State to maintain the State-developed Requirements Traceability Matrix.
7.1.12	Contractor shall conduct a kickoff meeting with the EVV Project Team, project sponsors, and key stakeholders identified by the State. During the kickoff meeting, the Contractor shall at a minimum share their draft project work plan and implementation schedule, introduce The State to the Contractor's Key Staff and non-key staff team members, and identify risks or problem areas to achieve successful on-time implementation.
<b>7.2</b>	<b>Staff Management</b> – Contractor shall collaborate with the State in assignment and management of staff resources assigned to the project.
7.2.1	Contractor key staff shall be available during State core hours, which are defined as Monday – Friday 8:00 a.m. – 6:00 p.m. PST.
7.2.2	Contractor shall provide the State with team member names, roles and responsibilities in accordance with the Staff Management Plan (ID: DEL-30), SOW Exhibit 22, Deliverables.

<b>Task Groups #1-#16 – Contractor Global Project Management Requirements</b>	
7.2.3	Contractor and State Project Director or designee shall mutually agree to any changes to the staff management requirements.
7.2.4	Contractor shall notify the State Project Director or designee of any changes to staffing levels, including the hiring of new employees and vacancies left by former employees, within the guidelines defined in SOW Sections 3.1 (Contractor's Roles & Responsibilities).
<b>7.3</b>	<b>Schedule Management</b> – Contractor shall collaborate with the State in development and management of the Project Schedule (ID: DEL-16).
7.3.1	Contractor shall collaborate with the State to develop a Project Schedule (ID: DEL-16) which includes all required tasks and resources to deliver the scope of this Contract.
7.3.2	Contractor shall plan for implementation activities to meet the State's key milestones, which includes PCS and HHCS, as described in the SOW.
7.3.3	Contractor shall collaborate with the State to incorporate updated schedule information into the Project Schedule (ID: DEL-16) pursuant to the Schedule Management Plan (ID: DEL-29).
7.3.4	Contractor shall comply with the Project Schedule (ID: DEL-16), adhere to schedule dates, and identify, escalate, and work to mitigate potential schedule risks and issues.
<b>7.4</b>	<b>CMS EVV Certification</b> – Contractor shall support the State's EVV Certification efforts.
7.4.1	Contractor shall support the State with responses to CMS inquiries or requirements related to federal approval for PCS and HHCS implementation.
7.4.2	Contractor shall supply the State with access to information needed to obtain CMS certification for the EVV solution.

**7.3.1.2 TASK GROUP #1 – PROJECT MANAGEMENT REQUIREMENTS**

Contractor shall produce and meet the applicable planning and project management task requirements outlined in Section 7.3.1.1, Table 1: Task Groups #1-#16 – Global Project Management Requirements, as part of this Task Group.

**7.3.1.3 TASK GROUP #1 – PROJECT MANAGEMENT DELIVERABLES**

Contractor shall produce the following deliverables as part of this Task Group, in accordance with SOW Exhibit 22, Deliverables.

**Table 2: Task Group #1 – Project Management Deliverables**

<b>Task Group #1 – Contractor Project Management Deliverables</b>		
<b>DEL ID</b>	<b>Deliverable Name</b>	<b>Submission Type</b>
DEL-10	Monthly Status Report (MSR)	Initial
DEL-16	Project Schedule	Initial
DEL-19	Root Cause Analysis Report	Initial
DEL-25	Change Control Management Plan	Initial
DEL-26	Configuration Management Plan	Initial
DEL-28	Requirements Management Plan and Traceability Matrix (RTM)	Initial
DEL-29	Schedule Management Plan	Initial
DEL-30	Staff Management Plan	Initial

**7.3.1.4 TASK GROUP #1 – PROJECT MANAGEMENT PAYMENT METHOD**

The Project Management Task Group #1 is a Deliverable Milestone.

The Contractor shall submit an invoice when all Deliverables associated with Task Group #1 have been met and accepted by the State, and the State has validated that the Contractor Global Project Management task requirements are being met.

The Contractor Project Manager shall work with the State Project Director to indicate how they have met and will continue to meet the Global Project Management task requirements throughout implementation.

The 10% Withhold associated with this Task Group will be part of the HHCS Acceptance Deliverable Milestone payment.

**7.3.2 TECHNICAL CONFIGURATION**

**7.3.2.1 TASK GROUP #2 – TECHNICAL CONFIGURATION REQUIREMENTS**

Contractor shall produce and meet the following requirements as part of this Task Group.

**Table 3: Task Group #2 – Technical Configuration Requirements**

<b>Task Group #2 – Contractor Technical Configuration Requirements</b>	
<b>8.1</b>	<b>Technical Configuration</b> – Contractor shall complete all requirements associated with technical configuration of the EVV Solution, including

<b>Task Group #2 – Contractor Technical Configuration Requirements</b>	
	hosting, provisioning, installation, configuration, performance testing, and operation of the EVV Solution sized for California, in all required environments that meet SLAs prior to Go Live.
8.1.1	Contractor shall develop, deliver, and maintain an Implementation Plan (ID: DEL-06), SOW Exhibit 22, Deliverables, describing its approach to analyzing, designing, configuring, testing, and deploying the EVV Solution to meet Exhibit 21, Functional and Non-Functional Requirements.
8.1.2	Contractor shall adhere to and follow the Implementation Plan (ID: DEL-06), SOW Exhibit 22, Deliverables, and associated implementation processes and procedures.
8.1.3	Contractor shall deploy the EVV Solution in as many staging instances as necessary to meet potentially multiple configurations.
8.1.4	Contractor shall perform performance testing of the configured EVV Solution in a replica, pre-production, or load testing environment comparable to, and of the most recent version of, the Production environment reflecting expected load and/or volume of data, as defined in the Performance and Capacity Management Plan (ID: DEL-15), SOW Exhibit 22, Deliverables, and required by the Production Environment Availability SLA (ID: 10.2) and User Response Time SLA (ID: 10.4), SOW Exhibit A, Attachment 1, Service Level Agreements and Liquidated Damages.
8.1.5	Contractor shall demonstrate the technical readiness of the configured EVV Solution in the production environment(s) prior to Go-Live and onboarding Jurisdictional Entities and Provider Agencies.

**7.3.2.2 TASK GROUP #2 – TECHNICAL CONFIGURATION DELIVERABLES**

Contractor shall produce the following deliverables as part of this Task Group, in accordance with SOW Exhibit 22, Deliverables. This Task Group must also meet the Global Project Management Requirements outlined in Section 7.3.1.1.

**Table 4: Task Group #2 – Technical Configuration Deliverables**

<b>Task Group #2 – Contractor Technical Configuration Deliverables</b>		
<b>DEL ID</b>	<b>Deliverable Name</b>	<b>Submission Type</b>
DEL-06	Implementation Plan	Initial
DEL-15	Performance and Capacity Management Plan	Initial

<b>Task Group #2 – Contractor Technical Configuration Deliverables</b>		
DEL-20	System Architecture and Infrastructure Specifications	Initial
DEL-21	System Security Plan	Initial
DEL-27	Data Management Plan	Initial

**7.3.2.3 TASK GROUP #2 – TECHNICAL CONFIGURATION PAYMENT METHOD**

The Technical Configuration Task Group #2 is a Deliverable Milestone.

The Contractor shall submit an invoice when all requirements and deliverables associated with Task Group #2 have been met and accepted by the State, and the State has validated applicable Global Project Management Requirements outlined in Section 7.3.1.1 are being met.

**7.3.3 PCS IMPLEMENTATION**

**7.3.3.1 TASK GROUP #3 – PCS ANALYSIS AND DESIGN**

7.3.3.1.1 PCS ANALYSIS AND DESIGN REQUIREMENTS

Contractor shall produce and meet the following requirements as part of this Task Group. This Task Group must also meet the Global Project Management Requirements outlined in Section 7.3.1.1.

**Table 5: Task Group #3 – PCS Analysis and Design Requirements**

<b>Task Group #3 – Contractor PCS Analysis and Design Requirements</b>	
<b>9.1</b>	<b>PCS Analysis and Design</b> – Contractor shall collaborate with the State to analyze and design the EVV Solution.
9.1.1	Contractor shall collaborate with EVV Project and program staff to analyze solution requirements and design the configuration changes necessary to meet the State's requirements for PCS.
9.1.2	Contractor shall collaborate with EVV Phase II Project and program staff to analyze business requirements and design the configuration changes necessary to meet SOW Exhibit 21, Functional and Non-Functional Requirements, and identify and address potential impacts, risks, and issues.
9.1.3	Contractor shall collaborate with EVV Phase II Project and program staff to analyze technical requirements and design the configuration changes necessary to meet SOW Exhibit 21, Functional and Non-Functional Requirements, and identify and address potential impacts, risks, and issues.



<b>Task Group #3 – Contractor PCS Analysis and Design Requirements</b>	
9.1.4	Contractor shall support and participate in analysis, design, and configuration sessions within the Sacramento region with the State and other entities, in accordance with SOW Section 3.1.3, Work Location.
9.1.5	Contractor shall develop, document, deliver, and maintain a Detailed Design Specification (ID: DEL-04), SOW Exhibit 22, Deliverables, that describes the functionality and configurable items of the EVV Solution and all configuration changes necessary to meet SOW Exhibit 21, Functional and Non-Functional Requirements.

7.3.3.1.2 PCS ANALYSIS AND DESIGN DELIVERABLES

Contractor shall produce the following deliverables as part of this Task Group, in accordance with SOW Exhibit 22, Deliverables.

**Table 6: Task Group #3 – PCS Analysis and Design Deliverables**

<b>Task Group #3 – Contractor PCS Analysis and Design Deliverables</b>		
<b>DEL ID</b>	<b>Deliverable Name</b>	<b>Submission Type</b>
DEL-04	Detailed Design Specification	Initial

**7.3.3.2 TASK GROUP #4 – PCS FUNCTIONAL CONFIGURATION**

7.3.3.2.1 PCS FUNCTIONAL CONFIGURATION REQUIREMENTS

Contractor shall produce and meet the following requirements as part of this Task Group. This Task Group must also meet the Global Project Management Requirements outlined in Section 7.3.1.1.

**Table 7: Task Group #4 – PCS Functional Configuration Requirements**

<b>Task Group #4 – Contractor PCS Functional Configuration Requirements</b>	
<b>9.2</b>	<b>PCS Functional Configuration</b> – Contractor shall configure its COTS Product to meet California PCS requirements.
9.2.1	Contractor shall configure its COTS Product to meet the State's requirements for PCS.
9.2.2	Contractor shall configure its COTS Product as necessary to meet SOW Exhibit 21, Functional and Non-Functional Requirements.
9.2.3	Contractor shall provide the State access to tools and data contained therein used to implement the configured EVV Solution.

<b>Task Group #4 – Contractor PCS Functional Configuration Requirements</b>	
9.2.4	Contractor shall develop, deliver, and maintain a Configuration Changes Document (ID: DEL-03), SOW Exhibit 22, Deliverables, that documents all configuration to the COTS Product.

7.3.3.2.2 PCS FUNCTIONAL CONFIGURATION DELIVERABLES

Contractor shall produce the following deliverables as part of this Task Group, in accordance with SOW Exhibit 22, Deliverables.

**Table 8: Task Group #4 – PCS Functional Configuration Deliverables**

<b>Task Group #4 – Contractor PCS Functional Configuration Deliverables</b>		
<b>DEL ID</b>	<b>Deliverable Name</b>	
DEL-01	Application User Guide	initial
DEL-03	Configuration Changes Document	initial
DEL-18	Reports User Guide	initial

**7.3.3.3 TASK GROUP #5 – PCS TESTING**

7.3.3.3.1 PCS TESTING REQUIREMENTS

Contractor shall produce and meet the following requirements as part of this Task Group. This Task Group must also meet the Global Project Management Requirements outlined in Section 7.3.1.1.

**Table 9: Task Group #5 – PCS Testing Requirements**

<b>Task Group #5 – Contractor PCS Testing Requirements</b>	
<b>9.3</b>	<b>PCS Testing</b> – Contractor shall verify and demonstrate that its configured solution satisfies all State requirements for PCS.
9.3.1	Contractor shall develop and deliver a Test Plan (ID: DEL-22), SOW Exhibit 22, Deliverables.
9.3.2	Contractor shall plan and perform all testing activities consistent with the State-accepted Test Plan (ID: DEL-22).
9.3.3	Contractor shall collaborate with the State and other contractors to successfully execute all testing activities, and resolve any defects.
9.3.4	Contractor shall provide all test results, in report and summary format, in alignment with the Test Plan (ID: DEL-22) or as requested by the State.

<b>Task Group #5 – Contractor PCS Testing Requirements</b>	
9.3.5	Contractor shall internally verify the completeness, correctness, and integrity of all configuration to the COTS Product as necessary to meet SOW Exhibit 21, Functional and Non-Functional Requirements.
9.3.6	Contractor shall develop and deliver Test Support Materials (ID: DEL-23), SOW Exhibit 22, Deliverables.
9.3.7	Contractor shall support the State's UAT of the configured EVV Solution, including but not limited to assisting the State develop a UAT test approach and testing materials, provide the State with access to a UAT Environment that mirrors Production expectations, create and load test data, create test roles and load test users, and resolve test environment issues and defects that impede testing activities within 24 hours or as agreed to by the State.
9.3.8	Contractor shall allow the State to create test cases, entities, users and roles, and data in the Test Environment that mirror Production expectations.
9.3.9	Contractor shall provide a readiness review of the configured EVV Solution with the State prior to the State's acceptance testing.
9.3.10	Contractor shall document defects and associated defect information identified during testing and shall make the data available to view in real time and on a historical basis.
9.3.11	Contractor shall provide a testing tool that will test the State's configured EVV Solution using both manual and automated testing processes.
9.3.12	Contractor shall provide access of the Contractor-provided testing tool to at least ten (10) State designated Project team members to create, modify, execute, and validate PCS testing scenarios.
9.3.13	Contractor shall address and resolve documented defects and related impacts.
9.3.14	Contractor shall support testing activities for Jurisdictional Entities and Provider Agencies, as defined in the Test Plan (ID: DEL-22).
9.3.15	Contractor shall support CMS certification testing and demonstration activities performed by the State, including but not limited to providing a certification test environment, test data, and access to the environment, as defined in the Test Plan (ID: DEL-22).

7.3.3.3.2 PCS TESTING DELIVERABLES

Contractor shall produce the following deliverables as part of this Task Group, in accordance with SOW Exhibit 22, Deliverables.

**Table 10: Task Group #5 – PCS Testing Deliverables**

<b>Task Group #5 – Contractor PCS Testing Deliverables</b>		
<b>DEL ID</b>	<b>Deliverable Name</b>	
DEL-05	Incident Management Plan	initial
DEL-17	Release Management Plan	initial
DEL-22	Test Plan	initial
DEL-23	Test Support Materials	initial
DEL-24	Test Results Completion Report	initial

**7.3.3.4 TASK GROUP #6 – PCS DEPLOYMENT**

7.3.3.4.1 PCS DEPLOYMENT REQUIREMENTS

Contractor shall produce and meet the following requirements as part of this Task Group. This Task Group must also meet the Global Project Management Requirements outlined in Section 7.3.1.1.

**Table 11: Task Group #6 – PCS Deployment Requirements**

<b>Task Group #6 – Contractor PCS Deployment Requirements</b>	
<b>9.4</b>	<b>PCS Deployment</b> – Contractor shall deploy the EVV Solution into its production environment and onboard all applicable Jurisdictional Entities.
9.4.1	Contractor shall deploy the configured EVV Solution into Production, accessible and available to all intended users statewide (referred to as Go Live).
9.4.2	Contractor shall deploy the configured EVV Solution to as many production instances as needed to support the requirements for all Jurisdictional Entities and Provider Agencies, and their programs and entities.
9.4.3	Contractor shall collaborate with the State to anticipate changes in the number of users determined during the PCS Analysis and Design phase through Deployment to ensure the EVV Solution scales to meet the agreed to performance indicators in this Contract when a new Provider Agency or Jurisdictional Entity is onboarded.

<b>Task Group #6 – Contractor PCS Deployment Requirements</b>	
9.4.4	Contractor shall demonstrate the readiness of the configured EVV Solution in the production environment(s) prior to PCS Deployment and onboarding Jurisdictional Entities and Provider Agencies.
9.4.5	Contractor shall onboard all Jurisdictional Entities as part of initial PCS product deployment to include, at a minimum: <ul style="list-style-type: none"> <li>a. Identification of the Jurisdictional Entity in the EVV Solution.</li> <li>b. Identification of the relationships among Jurisdictional Entities within the EVV Solution.</li> <li>c. Identification of all Jurisdictional Entities' users of the EVV Solution in the EVV Solution.</li> <li>d. Identification of all Provider Agencies with whom the Jurisdictional Entity has applicable service contracts or other pertinent relationships in the EVV Solution.</li> </ul>
9.4.6	Contractor shall support the State in its organizational change management approach throughout deployment to ensure successful onboarding and adoption of Jurisdictional Entities, Provider Agencies, and users.

7.3.3.4.2 PCS DEPLOYMENT DELIVERABLES

Contractor shall produce the following deliverables as part of this Task Group, in accordance with SOW Exhibit 22, Deliverables.

**Table 12: Task Group #6 – PCS Deployment Deliverables**

<b>Task Group #6 – Contractor PCS Deployment Deliverables</b>		
<b>DEL ID</b>	<b>Deliverable Name</b>	
DEL-12	Operational Readiness Report initial	

**7.3.3.5 TASK GROUP #7 – PCS OUTREACH AND TRAINING SUPPORT**

7.3.3.5.1 PCS OUTREACH AND TRAINING SUPPORT REQUIREMENTS

Contractor shall produce and meet the following requirements as part of this Task Group. This Task Group must also meet the Global Project Management Requirements outlined in Section 7.3.1.1.

**Table 13: Task Group #7 – PCS Outreach and Training Support Requirement**

<b>Task Group #7 – Contractor PCS Outreach and Training Support Requirements</b>	
<b>9.5</b>	<b>PCS Outreach and Training Support</b> – Contractor shall provide outreach and training support for all users of the configured EVV Solution.
9.5.1	Contractor shall develop, deliver, and maintain an Outreach and Training Plan (ID: DEL-13), SOW Exhibit 22, Deliverables.
9.5.2	Contractor shall plan and perform all training activities consistent with the State-accepted Outreach and Training Plan.
9.5.3	Contractor shall support the State in its organizational change management approach related to outreach and training.
9.5.4	Contractor shall support the State's outreach efforts through communication materials and content for distribution and/or posting online.
9.5.5	Contractor shall provide remote presentations for web-based outreach, communications, organizational and process changes, training events, and other implementation activities throughout an entity's implementation.
9.5.6	Contractor shall provide online training materials, such as job aids, user manuals, quick reference guides, question and answer documents, videos, and computer-based training that reflect the EVV Solution features. Training materials shall be tailored to reflect the configured EVV Solution and address the needs of all applicable user roles and Jurisdictional Entities, and shall be developed jointly with the State Sponsor Departments.
9.5.7	Contractor shall provide in-person, on-site outreach events throughout the State consistent with the Outreach and Training Plan (ID: DEL-13).
9.5.8	Contractor shall provide outreach and training webinars, live and on-demand, and jointly with the State Sponsor Departments. Where applicable, the Contractor shall provide captioning and transcripts of webinars to ensure ADA compliance.
9.5.9	Contractor shall provide instructor-led training, in-person in Sacramento and at least twelve (12) locations throughout California, to address the training needs of users in all roles. Contractor shall make any recorded videos available to be able to post online.

<b>Task Group #7 – Contractor PCS Outreach and Training Support Requirements</b>	
9.5.10	Contractor shall ensure Outreach and Training Materials (ID: DEL-14) are updated and consistent with the current Production version throughout implementation.
9.5.11	Contractor shall make a Training environment available for all EVV Solution users, separate and apart from the Configuration and Testing Environments. The Training Environment will be scaled to meet the needs of the training approach and have the ability to restage the environment on a daily basis.
9.5.12	Contractor shall allow the State to create training cases, entities, users and roles, and data in the Training Environment that mirror Production expectations.
9.5.13	Contractor shall develop and support a Train-the-Trainer program for Jurisdictional Entities and Provider Agencies to deliver training to their staff.
9.5.14	Contractor shall track training progress and completion for all EVV Solution users, and utilize a tool to do so, such as a Learning Management System (LMS) or equally comparable solution.

**7.3.3.5.2 PCS OUTREACH AND TRAINING SUPPORT DELIVERABLES**

Contractor shall produce the following deliverables as part of this Task Group, in accordance with SOW Exhibit 22, Deliverables.

**Table 14: Task Group #7 – PCS Outreach and Training Support Deliverables**

<b>Task Group #7 – Contractor PCS Outreach and Training Support Deliverables</b>		
<b>DEL ID</b>	<b>Deliverable Name</b>	<b>Submission Type</b>
DEL-13	Outreach and Training Plan	Initial
DEL-14	Outreach and Training Materials	Initial

**7.3.3.6 TASK GROUP #8 – PCS ONBOARDING**

**7.3.3.6.1 PCS ONBOARDING REQUIREMENTS**

Contractor shall produce and meet the following requirements as part of this Task Group. This Task Group must also meet the Global Project Management Requirements outlined in Section 7.3.1.1.

**Table 15: Task Group #8 – PCS Onboarding Requirements**

<b>Task Group #8 – Contractor PCS Onboarding Requirements</b>	
<b>9.6</b>	<b>PCS EVV Provider Onboarding</b> – Contractor shall onboard PCS Provider Agencies that choose to use the Contractor's configured EVV Solution.
9.6.1	Contractor shall onboard Provider Agencies and Jurisdictional Entities that choose to use the Contractor's configured EVV Solution.
9.6.2	Contractor shall collaborate with Jurisdictional Entities to coordinate the onboarding of users of Provider Agencies to use the Contractor's configured EVV Solution for PCS, such as coordinating user identification, user role mapping, user registration, user readiness, and user training.
9.6.3	Contractor shall support the State in its organizational change management approach related to onboarding of Provider Agencies using the EVV Solution.
9.6.4	Contractor shall collaborate with the State to support organizational change, as defined in the Implementation Plan (ID: DEL-06).
9.6.5	Contractor shall provide technical support for Provider Agency end users during the onboarding process.
9.6.6	Contractor shall provide technical support for onboarding Provider Agency integration of their authorized information systems with the Contractor's configured EVV Solution, such as testing of data imports and exports prior to Provider Agency Go-Live.
<b>9.7</b>	<b>PCS Aggregator Provider Onboarding</b> – Contractor shall onboard PCS Provider Agencies that choose to use an alternate EVV system.
9.7.1	Contractor shall onboard Provider Agencies that choose to use an alternate EVV system for visit verification.
9.7.2	Contractor shall collaborate with the State to develop and deliver an Interface Specifications Guide for Alternate EVV Solutions (ID: DEL-08), Deliverables, that describes how an alternate EVV system can be certified to submit EVV data to the Contractor's configured EVV Solution, which will include detailed EVV data interface specifications, such as data format and/or web services.
9.7.3	Contractor shall collaborate with Jurisdictional Entities to coordinate the onboarding of Provider Agency users of the EVV Solution's Aggregator, such as coordinating user identification, user role mapping, user registration, user readiness, and user training.



<b>Task Group #8 – Contractor PCS Onboarding Requirements</b>	
9.7.4	Contractor shall support the State in its organizational change management approach related to onboarding of Provider Agencies using the Aggregator.
9.7.5	Contractor shall provide technical support for Provider Agency Aggregator users during the onboarding process.
9.7.6	Contractor shall provide technical support for certification of a Provider Agency's alternate EVV system to meet State and federal EVV requirements in accordance with the Interface Specifications Guide for Alternate EVV Solutions, (ID: DEL-08).
9.7.7	Contractor shall provide technical support for Provider Agency integration of their EVV certified information systems with the Contractor's configured EVV Solution, such as testing of data imports and exports prior to Provider Agency Go-Live.

7.3.3.6.2 PCS ONBOARDING DELIVERABLES

Contractor shall produce the following deliverables as part of this Task Group, in accordance with SOW Exhibit 22, Deliverables.

**Table 16: Task Group #8 – PCS Onboarding Deliverables**

<b>Task Group #8 – Contractor PCS Onboarding Deliverables</b>		
<b>DEL ID</b>	<b>Deliverable Name</b>	<b>Submission Type</b>
DEL-07	Interface and Integration Specifications Document	Initial
DEL-08	Interface Specifications Guide for Alternate EVV Solutions	Initial

**7.3.3.7 TASK GROUP #9 – PCS ACCEPTANCE**

7.3.3.7.1 PCS ACCEPTANCE REQUIREMENTS

Contractor shall complete and obtain State Acceptance of all requirements and deliverables associated with Task Group #1 through Task Group #9. This Task Group must also meet the Global Project Management Requirements outlined in Section 7.3.1.1.

**Table 17: Task Group #9 – PCS Acceptance Requirements**

<b>Task Group #9 – Contractor PCS Acceptance Requirements</b>	
<b>9.8</b>	<b>PCS Acceptance</b> – Contractor shall complete and obtain State Acceptance of all requirements and deliverables associated with PCS implementation.

<b>Task Group #9 – Contractor PCS Acceptance Requirements</b>	
9.8.1	Contractor shall obtain State Acceptance for all requirements and deliverables in Task Group #2 through Task Group #8, and any PCS associated requirements and deliverables in Task Group #1.
9.8.2	The EVV Solution shall have no unresolved or open Severity 1 or Severity 2 incidents, unless otherwise agreed to by the State.
9.8.3	The EVV Solution shall meet performance SLAs, as defined in Exhibit A Attachment 1, Service Level Agreements and Liquidated Damages, for a minimum of three (3) consecutive months after PCS Deployment.

**7.3.3.7.2 PCS ACCEPTANCE DELIVERABLES**

Contractor shall produce the following deliverables as part of this Task Group, in accordance with SOW Exhibit 22, Deliverables.

**Table 18: Task Group #9 – PCS Acceptance Deliverables**

<b>DEL ID</b>	<b>Deliverable Name</b>	<b>Submission Type</b>
DEL-11	Onboarding & Deployment Completion Results initial	

**7.3.3.8 TASK GROUPS #3-#9 – PCS IMPLEMENTATION PAYMENT METHOD**

PCS Implementation includes six (6) deliverable-based payment milestones and two (2) monthly service fee payments associated with seven (7) different Task Groups. Each Task Group must also meet the Contractor Global Project Management task requirements outlined in Section 7.3.1.1.

Deliverables-based payment milestones:

- Task Group #3: PCS Analysis and Design
- Task Group #4: PCS Functional Configuration
- Task Group #5: PCS Testing
- Task Group #6: PCS Deployment
- Task Group #7: PCS Outreach and Training Support
- Task Group #9: PCS Acceptance

Monthly service fee payments:

- Task Group #8: PCS EVV Provider Onboarding
- Task Group #8: PCS Aggregator Provider Onboarding

For Deliverable-based payment milestones, the Contractor shall submit an invoice once all requirements and deliverables associated with each given Task Group have been met and accepted by the State.

For monthly service fee payments, the Contractor shall submit monthly invoices to account for the total number of new Provider Agencies onboarded to, and successfully using, the EVV Solution within that billing month. The State and the Contractor will agree to the definition of “successful usage” prior to initial onboarding.

The payment for PCS Acceptance includes the ten percent (10%) Withhold for PCS Implementation and Technical Configuration.

**7.3.4 HHCS IMPLEMENTATION**

**7.3.4.1 TASK GROUP #10 – HHCS ANALYSIS AND DESIGN**

7.3.4.1.1 HHCS ANALYSIS AND DESIGN REQUIREMENTS

Contractor shall produce and meet the following requirements as part of this Task Group. This Task Group must also meet the Global Project Management Requirements outlined in Section 7.3.1.1.

**Table 19: Task Group #10 – HHCS Analysis and Design Requirements**

<b>Task Group #10 – Contractor HHCS Analysis and Design Requirements</b>	
<b>10.1</b>	<b>HHCS Analysis and Design</b> – Contractor shall collaborate with the State to analyze and design the EVV Solution.
10.1.1	Contractor shall work collaboratively with EVV Project and program staff to analyze solution requirements and design the configuration changes necessary to meet the State's requirements for HHCS.
10.1.2	Contractor shall collaborate with EVV Phase II Project and program staff to analyze business requirements and design the configuration changes necessary to meet SOW Exhibit 21, Functional and Non-Functional Requirements, and identify and address potential impacts, risks and issues.
10.1.3	Contractor shall collaborate with EVV Phase II Project and program staff to analyze technical requirements and design the configuration changes necessary to meet SOW Exhibit 21, Functional and Non-Functional Requirements, and identify and address potential impacts, risks and issues.
10.1.4	Contractor shall support and participate in analysis, design, and configuration sessions within the Sacramento region with the State and other entities.

<b>Task Group #10 – Contractor HHCS Analysis and Design Requirements</b>	
10.1.5	Contractor shall update and maintain the Detailed Design Specification (ID: DEL-04), SOW Exhibit 22, Deliverables, for HHCS functionality and configuration.

7.3.4.1.2 HHCS ANALYSIS AND DESIGN DELIVERABLES

Contractor shall produce the following deliverables as part of this Task Group, in accordance with SOW Exhibit 22, Deliverables.

**Table 20: Task Group #10 – HHCS Analysis and Design Deliverables**

<b>Task Group #10 – Contractor HHCS Analysis and Design Deliverables</b>		
<b>DEL ID</b>	<b>Deliverable Name</b>	
DEL-04	Detailed Design Specification	date
DEL-06	Implementation Plan	date

**7.3.4.2 TASK GROUP #11 – HHCS FUNCTIONAL CONFIGURATION**

7.3.4.2.1 HHCS FUNCTIONAL CONFIGURATION REQUIREMENTS

Contractor shall produce and meet the following requirements as part of this Task Group. This Task Group must also meet the Global Project Management Requirements outlined in Section 7.3.1.1.

**Table 21: Task Group #11 – HHCS Functional Configuration Requirements**

<b>Task Group #11 – Contractor HHCS Functional Configuration Requirements</b>	
<b>10.2</b>	<b>HHCS Functional Configuration</b> – Contractor shall configure its COTS Product to meet California HHCS requirements.
10.2.1	Contractor shall configure the EVV Solution to meet the State's requirements for HHCS.
10.2.2	Contractor shall configure the EVV Solution as necessary to meet SOW Exhibit 21, Functional and Non-Functional Requirements.
10.2.3	Contractor shall provide the State access to all tools and data contained therein used to implement the configured EVV Solution.
10.2.4	Contractor shall develop, deliver, and maintain a Configuration Changes Document (ID: DEL-03), SOW Exhibit 22, Deliverables, that documents all configuration to the EVV Solution.

7.3.4.2.2 HHCS FUNCTIONAL CONFIGURATION DELIVERABLES

Contractor shall produce the following deliverables as part of this Task Group, in accordance with SOW Exhibit 22, Deliverables.

**Table 22: Task Group #11 – HHCS Functional Configuration Deliverables**

<b>Task Group #11 – Contractor HHCS Functional Configuration Deliverables</b>		
<b>DEL ID</b>	<b>Deliverable Name</b>	<b>Submission Type</b>
DEL-01	Application User Guide	Update
DEL-03	Configuration Changes Document	Update
DEL-15	Performance and Capacity Management Plan	Update
DEL-18	Reports User Guide	Update
DEL-20	System Architecture and Infrastructure Specifications	Update
DEL-21	System Security Plan	Update

**7.3.4.3 TASK GROUP #12 – HHCS TESTING**

7.3.4.3.1 HHCS TESTING REQUIREMENTS

Contractor shall produce and meet the following requirements as part of this Task Group. This Task Group must also meet the Global Project Management Requirements outlined in Section 7.3.1.1.

**Table 23: Task Group #12 – HHCS Testing Requirements**

<b>Task Group #12 – Contractor HHCS Testing Requirements</b>	
<b>10.3</b>	<b>HHCS Testing</b> – Contractor shall verify and demonstrate that its configured solution satisfies all State requirements for HHCS.
10.3.1	Contractor shall update the Test Plan (ID: DEL-22), SOW Exhibit 22, Deliverables, for HHCS Testing, if requested by the State.
10.3.2	Contractor shall plan and perform all testing activities consistent with the State-accepted Test Plan (ID: DEL-22).
10.3.3	Contractor shall collaborate with the State and other Contractors to successfully execute all testing activities, and resolve any defects, as required.
10.3.4	Contractor shall provide all test results, in report and summary format, in alignment with the Test Plan (ID: DEL-22) or as requested by the State.

<b>Task Group #12 – Contractor HHCS Testing Requirements</b>	
10.3.5	Contractor shall internally verify the completeness, correctness, and integrity of all configuration to the EVV Solution as necessary to meet SOW Exhibit 21, Functional and Non-Functional Requirements.
10.3.6	Contractor shall develop and deliver Test Support Materials (ID: DEL-23), SOW Exhibit 22, Deliverables, for HHCS Testing.
10.3.7	Contractor shall support the State's UAT of the configured EVV Solution, including but not limited to assisting the State develop a UAT test approach and testing materials, provide the State with access to a UAT environment that mirrors Production expectations, create and load test data, create test roles and load test users, and resolve test environment issues and defects that impede testing activities within 24 hours or as agreed to by the State.
10.3.8	Contractor shall allow the State to create test cases, entities, users and roles, and data in the Test Environment that mirror Production expectations.
10.3.9	Contractor shall provide a readiness review of the configured EVV Solution with the State prior to the State's acceptance testing of HHCS functionality.
10.3.10	Contractor shall document defects and associated defect information identified during testing and shall make that data available to view in real time and on a historical basis.
10.3.11	Contractor shall provide a testing tool that will test the State's configured EVV Solution with using both manual and automated testing processes.
10.3.12	Contractor shall provide access of the Contractor-provided testing tool to at least ten (10) State designated Project team members to create, modify, execute, and validate HHCS testing scenarios.
10.3.13	Contractor shall address and resolve documented defects and related impacts.
10.3.14	Contractor shall support testing activities for the Jurisdictional Entities and Provider Agencies, as defined in the Test Plan (ID: DEL-22).
10.3.15	Contractor shall support CMS certification testing and demonstration activities performed by the State, including but not limited to providing a certification test environment, test data, and access to the environment, as defined in the Test Plan (ID: DEL-22).

7.3.4.3.2 HHCS TESTING DELIVERABLES

Contractor shall produce the following deliverables as part of this Task Group, in accordance with SOW Exhibit 22, Deliverables.

**Table 24: Task Group #12 – HHCS Testing Deliverables**

<b>Task Group #12 – Contractor HHCS Testing Deliverables</b>		
<b>DEL ID</b>	<b>Deliverable Name</b>	<b>Submission Type</b>
DEL-05	Incident Management Plan	Update
DEL-17	Release Management Plan	Update
DEL-22	Test Plan	Update
DEL-23	Test Support Materials	Update
DEL-24	Test Results Completion Report	Update

**7.3.4.4 TASK GROUP #13 – HHCS DEPLOYMENT**

7.3.4.4.1 HHCS DEPLOYMENT REQUIREMENTS

Contractor shall produce and meet the following requirements as part of this Task Group. This Task Group must also meet the Global Project Management Requirements outlined in Section 7.3.1.1.

**Table 25: Task Group #13 – HHCS Deployment Requirements**

<b>Task Group #13 – Contractor HHCS Deployment Requirements</b>	
<b>10.4</b>	<b>HHCS Deployment</b> – Contractor shall deploy the EVV Solution into its Production Environment and onboard any remaining Jurisdictional Entities.
10.4.1	Contractor shall deploy the HHCS configuration changes to the EVV Solution in Production, accessible and available to all intended users statewide (referred to as Go Live).
10.4.2	Contractor shall deploy the HHCS configuration changes to the EVV Solution to as many Production instances as needed to support the requirements for all Jurisdictional Entities and Provider Agencies, and their programs and entities.
10.4.3	Contractor shall collaborate with the State to anticipate changes in the number of users determined during the HHCS Analysis and Design phase through Deployment to ensure the EVV Solution scales to meet the agreed to performance indicators in this Contract when a new Provider Agency or Jurisdictional Entity is onboarded.

<b>Task Group #13 – Contractor HHCS Deployment Requirements</b>	
10.4.4	Contractor shall demonstrate the readiness of the configured EVV Solution in the production environment(s) prior to HHCS Deployment and onboarding Jurisdictional Entities and Provider Agencies.
10.4.5	Contractor shall onboard all Jurisdictional Entities as part of initial HHCS product deployment to include, at a minimum: <ul style="list-style-type: none"> <li>e. Identification of the Jurisdictional Entity in the EVV Solution.</li> <li>f. Identification of the relationships among Jurisdictional Entities within the EVV Solution.</li> <li>g. Identification of all Jurisdictional Entities' users of the EVV Solution in the EVV Solution.</li> <li>h. Identification of all Provider Agencies with whom the Jurisdictional Entity has applicable service contracts or other pertinent relationships in the EVV Solution.</li> </ul>
10.4.6	Contractor shall support the State in its organizational change management approach throughout deployment to ensure successful onboarding and adoption of Jurisdictional Entities, Provider Agencies, and users.

**7.3.4.4.2 HHCS DEPLOYMENT DELIVERABLES**

Contractor shall produce the following deliverables as part of this Task Group, in accordance with SOW Exhibit 22, Deliverables.

**Table 26: Task Group #13 – HHCS Deployment Deliverables**

<b>Task Group #13 – Contractor HHCS Deployment Deliverables</b>		
<b>DEL ID</b>	<b>Deliverable Name</b>	<b>Submission Type</b>
DEL-12	Operational Readiness Report	Update

**7.3.4.5 TASK GROUP #14 – HHCS OUTREACH AND TRAINING SUPPORT**

**7.3.4.5.1 HHCS OUTREACH AND TRAINING SUPPORT REQUIREMENTS**

Contractor shall produce and meet the following requirements as part of this Task Group. This Task Group must also meet the Global Project Management Requirements outlined in Section 7.3.1.1.



**Table 27: Task Group #14 – HHCS Outreach and Training Support Requirements**

<b>Task Group #14 – Contractor HHCS Outreach and Training Support Requirements</b>	
<b>10.5</b>	<b>HHCS Outreach and Training Support</b> – Contractor shall provide outreach and training support for all users of the configured EVV Solution.
10.5.1	Contractor shall update the Outreach and Training Plan (ID: DEL-13), SOW Exhibit 22, Deliverables, for HHCS if requested by the State.
10.5.2	Contractor shall plan and perform all HHCS training activities consistent with the State-accepted Outreach and Training Plan.
10.5.3	Contractor shall support the State in its organizational change management approach related to outreach and training.
10.5.4	Contractor shall support the State's HHCS outreach efforts through communication materials and content for distribution and/or posting online.
10.5.5	Contractor shall provide remote presentations for web-based outreach, communications, organizational and process changes, training events, and other implementation activities throughout an entity's HHCS implementation.
10.5.6	Contractor shall provide online training materials, such as job aids, user manuals, quick reference guides, question and answer documents, videos, and computer-based training that reflect the EVV Solution features. Training materials shall be tailored to reflect the configured EVV Solution and address the needs of all applicable user roles and Jurisdictional Entities, and shall be developed jointly with the State Sponsor Departments.
10.5.7	Contractor shall provide in-person, on-site outreach events throughout the State consistent with the Outreach and Training Plan.
10.5.8	Contractor shall provide outreach and training webinars, live and on-demand, and jointly with the State Sponsor Departments. Where applicable, the Contractor shall provide captioning and transcripts of webinars to ensure ADA compliance.
10.5.9	Contractor shall provide instructor-led training, in-person in Sacramento and at least twelve (12) locations throughout California, to address the training needs of users in all roles. Contractor shall make any recorded videos available to be able to post online.

<b>Task Group #14 – Contractor HHCS Outreach and Training Support Requirements</b>	
10.5.10	Contractor shall ensure Outreach and Training Materials (ID: DEL-14) are updated and consistent with the current Production version throughout implementation.
10.5.11	Contractor shall make a Training Environment available for all EVV Solution users, separate and apart from the Configuration and Testing Environments. The Training Environment will be scaled to meet the needs of the training approach and have the ability to restage the environment on a daily basis.
10.5.12	Contractor shall allow the State to create HHCS training cases, entities, users and roles, and data in the Training Environment that mirror Production expectations.
10.5.13	Contractor shall develop and support a Train-the-Trainer program for Jurisdictional Entities and Provider Agencies to deliver training to their staff.
10.5.14	Contractor shall track training progress and completion for all EVV Solution users, and utilize a tool to do so, such as a Learning Management System (LMS) or equally comparable solution.

**7.3.4.5.2 HHCS OUTREACH AND TRAINING SUPPORT DELIVERABLES**

Contractor shall produce the following deliverables as part of this Task Group, in accordance with SOW Exhibit 22, Deliverables.

**Table 28: Task Group #14 – HHCS Outreach and Training Support Deliverables**

<b>Task Group #14 – Contractor HHCS Outreach and Training Support Deliverables</b>		
<b>DEL ID</b>	<b>Deliverable Name</b>	<b>Submission Type</b>
DEL-13	Outreach and Training Plan	Update
DEL-14	Outreach and Training Materials	Update

**7.3.4.6 TASK GROUP #15 – HHCS ONBOARDING**

**7.3.4.6.1 HHCS ONBOARDING REQUIREMENTS**

Contractor shall produce and meet the following requirements as part of this Task Group. This Task Group must also meet the Global Project Management Requirements outlined in Section 7.3.1.1.

**Task Group #15 – Contractor HHCS Onbo**

<b>10.6</b>	<b>HHCS EVV Provider Onboarding</b> – Contractor shall onboard HHCS Provider Agencies that choose to use the Contractor's configured EVV Solution.
10.6.1	Contractor shall onboard Provider Agencies and Jurisdictional Entities that choose to use the Contractor's configured EVV Solution for HHCS.
10.6.2	Contractor shall work collaboratively with Jurisdictional Entities to coordinate the onboarding of users of Provider Agencies to use the Contractor's configured EVV Solution for HHCS, such as coordinating user identification, user role mapping, user registration, user readiness, and user training.
10.6.3	Contractor shall support the State in its organizational change management approach related to onboarding of Provider Agencies using the EVV Solution.
10.6.4	Contractor shall collaborate with the State to support organizational change for HHCS, as defined in the Implementation Plan (ID: DEL-06).
10.6.5	Contractor shall provide technical support for Provider Agency users during the onboarding process.
10.6.6	Contractor shall provide technical support for onboarding Provider Agency integration of their authorized information systems with the Contractor's configured EVV Solution, such as testing of data imports and exports prior to Provider Agency Go-Live.
<b>10.7</b>	<b>HHCS Aggregator Provider Onboarding</b> – Contractor shall onboard HHCS Provider Agencies that choose to use an alternate EVV system.
10.7.1	Contractor shall onboard Provider Agencies that choose to use an alternate EVV system for visit verification of HHCS.
10.7.2	Contractor shall update the Interface Specifications Guide for Alternate EVV Solutions (ID: DEL-08), Deliverables, if required by the State.
10.7.3	Contractor shall work collaboratively with Jurisdictional Entities to coordinate the onboarding of Provider Agency users of the EVV Solution's Aggregator, such as coordinating user

<b>Task Group #15 – Contractor HHCS Onboarding Requirements</b>	
	identification, user role mapping, user registration, user readiness, and user training.
10.7.4	Contractor shall support the State in its organizational change management approach related to onboarding of Provider Agencies using the Aggregator.
10.7.5	Contractor shall provide technical support for Provider Agency Aggregator users during the onboarding process.
10.7.6	Contractor shall provide technical support for certification of a Provider Agency's alternate EVV system to meet State and federal EVV requirements in accordance with the Interface Specifications Guide for Alternate EVV Solutions (ID: DEL-08).
10.7.7	Contractor shall provide technical support for Provider Agency integration of their EVV certified information systems with the Contractor's configured EVV Solution, such as testing of data imports and exports prior to Provider Agency Go-Live.

7.3.4.6.2 HHCS ONBOARDING DELIVERABLES

Contractor shall produce the following deliverables as part of this Task Group, in accordance with SOW Exhibit 22, Deliverables.

**Table 30: Task Group #15 – HHCS Onboarding Deliverables**

<b>Task Group #15 – Contractor HHCS Onboarding Deliverables</b>		
<b>DEL ID</b>	<b>Deliverable Name</b>	<b>Submission Type</b>
DEL-07	Interface and Integration Specifications Document	Update
DEL-08	Interface Specifications Guide for Alternate EVV Solutions	Update

**7.3.4.7 TASK GROUP #16 – HHCS ACCEPTANCE**

7.3.4.7.1 HHCS ACCEPTANCE REQUIREMENTS

Contractor shall complete and obtain State Acceptance of all requirements and deliverables associated with Task Group #10 through Task Group #16. This Task Group must also meet the Global Project Management Requirements outlined in Section 7.3.1.1.

**Task Group #16 – Contractor HHCS Acce**

<b>10.8</b>	<b>HHCS Acceptance</b> – Contractor shall complete and obtain State Acceptance of all requirements and deliverables associated with HHCS implementation.
10.8.1	Contractor shall obtain State Acceptance for all requirements and deliverables in Task Group #10 through Task Group #15, and any HHCS associated requirements and deliverables in Task Group #1.
10.8.2	The EVV Solution shall have no unresolved or open Severity 1 or Severity 2 incidents, unless otherwise agreed to by the State.
10.8.3	The HHCS EVV Solution functionality shall meet performance SLAs, as defined in Exhibit A, Attachment 1, Service Level Agreements and Liquidated Damages, for a minimum of three (3) consecutive months after HHCS Deployment.

**7.3.4.7.2 HHCS ACCEPTANCE DELIVERABLES**

Contractor shall produce the following deliverables as part of this Task Group, in accordance with SOW Exhibit 22, Deliverables.

**Table 32: Task Group #16 – HHCS Acceptance Deliverables**

<b>DEL ID</b>	<b>Deliverable Name</b>	<b>Submission Type</b>
DEL-11	Onboarding & Deployment Completion Results date	

**7.3.4.8 TASK GROUPS #10-#16 – HHCS PAYMENT METHOD**

HHCS Implementation includes six (6) deliverable-based payment milestones and two (2) monthly service fee payments associated with seven (7) different Task Groups. Each Task Group must also meet the Contractor Global Project Management task requirements outlined in Section 7.3.1.1.

Deliverables-based payment milestones:

- Task Group #10: HHCS Analysis and Design
- Task Group #11: HHCS Functional Configuration
- Task Group #12: HHCS Testing
- Task Group #13: HHCS Deployment
- Task Group #14: HHCS Outreach and Training Support
- Task Group #16: HHCS Acceptance

Monthly service fee payments:

- Task Group #15: HHCS EVV Provider Onboarding
- Task Group #15: HHCS Aggregator Provider Onboarding

For Deliverable-based payment milestones, the Contractor shall submit an invoice once all requirements and deliverables associated with each given Task Group have been met and accepted by the State.

For monthly service fee payments, the Contractor shall submit monthly invoices to account for the total number of new Provider Agencies onboarded to, and successfully using, the EVV Solution within that billing month. The State and the Contractor will agree to the definition of “successful usage” prior to initial onboarding.

Unless otherwise agreed to by the State and Contractor, a Provider Agency already using PCS functionality in the EVV Solution will not be counted as a new Provider Agency under the HHCS onboarding payment. Each Provider Agency will have a unique identification as defined in the EVV Solution requirements.

The payment for HHCS Acceptance includes the ten percent (10%) Withhold for HHCS Implementation (Task Groups listed above) and Project Management (Task Group #1) services.

### 7.3.5 MAINTENANCE & OPERATIONS

#### 7.3.5.1 TASK GROUP #17 – M&O EVV SOLUTION

##### 7.3.5.1.1 M&O EVV SOLUTION REQUIREMENTS

Contractor shall produce and meet the following requirements as part of this Task Group throughout the M&O period.

**Table 33: Task Group #17 – M&O EVV Solution Requirements**

<b>Task Group #17 – Contractor M&amp;O EVV Solution Requirements</b>	
<b>11.1</b>	<b>M&amp;O Management</b> – Contractor shall provide M&O management, solution delivery, and system maintenance, operations, and hosting.
11.1.1	Contractor shall provide Service Delivery Management support through the Maintenance and Operations Phase of the project.
11.1.2	Contractor shall manage all Maintenance and Operations services through the Maintenance and Operations Phase following industry standards and best practices, such as the use of Information Technology Infrastructure Library (ITIL) v3 or later.

<b>Task Group #17 – Contractor M&amp;O EVV Solution Requirements</b>	
11.1.3	Contractor shall provide documentation describing its Maintenance and Operations Phase processes and procedures at least sixty (60) calendar days prior to Go-Live.
11.1.4	Contractor shall perform all Maintenance and Operations Phase services in accordance with its documented processes and procedures.
11.1.5	Contractor shall cooperate, collaborate, and participate in project risks, issues, action items, decision, change control, and other project processes in accordance with project plans during M&O.
11.1.6	Contractor shall use the State-provided tracking tools, i.e., SharePoint, to manage, track, and maintain risk, issue, action, configuration, decision and change control items associated with M&O.
11.1.7	Contractor shall provide services to support ongoing configuration needs following the change control management and governance processes.
11.1.8	Contractor shall maintain updated Maintenance and Operations Phase processes and procedures and provide updated documents to the State within thirty (30) calendar days of any updates.
11.1.9	Contractor shall adequately staff all Maintenance and Operations Phase services to meet service levels, as defined in the Staff Management Plan (ID: DEL-30), SOW Exhibit 22, Deliverables, and the SOW Exhibit A, Attachment 1, Service Level Agreements and Liquidated Damages.
11.1.10	Contractor shall provide a monthly Maintenance and Operations Report (ID: DEL-09), SOW Exhibit 22, Deliverables, that includes applicable metrics for all Maintenance and Operational Phase services.
11.1.11	Contractor shall provide project management services during M&O, as needed, to manage project management activities and processes, update project plans and Contract Deliverables, manage project team members, manage requirements, and provide status and schedule updates.
11.1.12	Contractor shall support the State with responses to CMS inquiries or requirements and shall supply the State with access to information related to CMS certification for the EVV solution.

<b>Task Group #17 – Contractor M&amp;O EVV Solution Requirements</b>	
<b>11.2</b>	<b>Solution Delivery</b> – Contractor shall deliver the EVV solution, configured and operational for California, as a service from Deployment through the Contract term.
11.2.1	Contractor shall deliver the EVV Solution, configured and operational for California, as a service throughout the Maintenance and Operations Phase of the project.
11.2.2	Contractor shall provide access to the EVV Solution to all intended users and/or systems based on applicable roles and responsibilities and through all supported user interfaces without restriction, such as licensing.
11.2.3	Contractor shall provide application performance monitoring that ensures both performance and availability of the EVV Solution, as defined in SOW Exhibit A, Attachment 1, Service Level Agreements and Liquidated Damages.
11.2.4	Contractor shall provide all required EVV Solution environments and instances, including staging, test, training and production, through the duration of the Contract.
<b>11.3</b>	<b>System Operations</b> – Contractor shall perform all System Operations activities required to ensure all aspects of the EVV Solution meet the SLAs.
11.3.1	Contractor shall perform all System Operations activities (e.g., database layer, webserver layer, storage, data protection and recovery, availability services) to ensure all aspects of the EVV Solution meets the SLAs.
11.3.2	Contractor shall perform all System Operations tasks necessary to ensure all aspects of the EVV Solution meet service levels, as defined in SOW Exhibit A, Attachment 1, Service Level Agreements and Liquidated Damages.
11.3.3	Contractor shall perform problem management tasks to ensure all operational problems are resolved promptly and root cause analyses are performed, as defined in SOW Exhibit A, Attachment 1, Service Level Agreements and Liquidated Damages.
11.3.4	Contractor shall provide technical support for all EVV data-related issues, including State authorized data fixes that require advanced skills or elevated access levels.



<b>Task Group #17 – Contractor M&amp;O EVV Solution Requirements</b>	
11.3.5	Contractor shall allow the State to create entities, users and roles, and make configuration changes in Production, as agreed to by the State and Contractor.
11.3.6	Contractor shall protect data and ensure data is available in accordance with the Recovery Point Objective (RPO) and Recovery Time Objective (RTO).
11.3.7	Contractor shall perform disaster recovery and service continuity activities, in accordance with SOW Exhibit A, Attachment 1, Service Level Agreements and Liquidated Damages.
11.3.8	Contractor shall provide reliable backup and recovery processes in the event of a system malfunction or disaster situation in accordance with SOW Exhibit A, Attachment 5, Cloud Computing Special Provisions, Section 10. Disaster Recovery/ Business Continuity.
11.3.9	Contractor shall have backup and recovery processes that promote the ability to rebound, resume operations, and minimize service disruption to solution users and stakeholders.
11.3.10	Contractor shall provide technical support for all EVV Solution interfaces, including but not limited to operational execution of all interface files and processes, providing test environments as needed for interface testing by interface partners, processing real-time interface transactions, running test bulk data transaction files, providing automated transaction processing responses to production and test data, providing interface guides and documentation, and providing live technical support for test and production interface problems and issues.
<b>11.4</b>	<b>Solution Hosting</b> – Contractor shall provide all facilities and technical infrastructure required for the EVV Solution to meet the SLAs.
11.4.1	Contractor shall provide all facilities and technical infrastructure required to the EVV Solution to ensure it meets the Contract SLAs and requirements.
11.4.2	Contractor shall perform capacity and performance management tasks that ensure computation, memory, storage, and network resources are sufficiently provisioned to meet service levels, including scaling the solution as needed.
<b>11.5</b>	<b>System Maintenance</b> – Contractor shall maintain all aspects of the EVV Solution and its infrastructure.

<b>Task Group #17 – Contractor M&amp;O EVV Solution Requirements</b>	
11.5.1	Contractor shall maintain all aspects of the EVV Solution and its infrastructure, including all environments and instances.
11.5.2	Contractor shall maintain all software and hardware products supporting the EVV Solution consistent with the Contractor's written configuration management processes and procedures and the State-accepted Configuration Change Document (ID: DEL-03), SOW Exhibit 22, Deliverables.
11.5.3	Contractor shall apply upgrades to all system and infrastructure software to keep it current within eighteen (18) months of the latest version or the current version minus one (1), unless otherwise agreed to by the State.
11.5.4	Contractor shall provide release management services that ensure the State is using the most recent version of the Contractor's Base COTS Product.
11.5.5	Contractor shall coordinate scheduling release deployments with the State resulting from any and all updates or changes to the Contractor's Base COTS Product to minimize user impacts.
11.5.6	Contractor shall coordinate updates to the Contractor's Base COTS Product with the State by giving the State the option to acceptance test and approve a release prior to deployment and perform any other necessary testing activities consistent with the State-accepted Test Plan (ID: DEL-22), SOW Exhibit 22, Deliverables.
11.5.7	Contractor shall perform hardware, software, or operating system maintenance to include refresh or to otherwise ensure supportability under manufacturer warranty of all hardware components upon which the EVV Solution depends.
11.5.8	Contractor shall promptly update and maintain any Contract required materials (e.g., training, job aids, user manuals, quick reference guides), as well as provide the State the opportunity to update any State-owned materials, that are impacted by new releases or deployments.

7.3.5.1.2 M&O EVV SOLUTION DELIVERABLES

Contractor shall produce the following deliverables as part of this Task Group, in accordance with SOW Exhibit 22, Deliverables.

**Task Group #17 – Contractor M&O EVV So**

<b>DEL ID</b>	<b>Deliverable Name</b>	<b>Submission Type</b>
DEL-09	Maintenance and Operations (M&O) Report	Initial
DEL-15	Performance and Capacity Management Plan	Update
DEL-19	Root Cause Analysis Report	Update
DEL-20	System Architecture and Infrastructure Specifications	Update
DEL-21	System Security Plan	Update
DEL-27	Data Management Plan	Update
DEL-28	Requirements Management Plan and Traceability Matrix (RTM)	Update
DEL-29	Schedule Management Plan	Update
DEL-30	Staff Management Plan	Update

**7.3.5.2 TASK GROUP #18 – M&O CUSTOMER SERVICE**

7.3.5.2.1 M&O CUSTOMER SERVICE REQUIREMENTS

Contractor shall produce and meet the following requirements as part of this Task Group throughout the M&O Period.

**Table 35: Task Group #18 – M&O Customer Service Requirements**

<b>Task Group #18 – Contractor M&amp;O Customer Service Requirements</b>	
<b>11.6</b>	<b>M&amp;O Customer Service</b> – Contractor shall provide customer service support during M&O.
11.6.1	Contractor shall provide automated and live technical support to all users of the EVV Solution.
11.6.2	Contractor shall provide automated technical support, such as use of interactive voice recognition, web-based user manual, job aids, frequently asked questions, system integration manual, and self-service password reset.
11.6.3	Contractor shall ensure customer support tools are ADA compliant.
11.6.4	Contractor shall provide live agent response to user requests for technical support that meet service levels, as defined in SOW Exhibit

<b>Task Group #18 – Contractor M&amp;O Customer Service Requirements</b>	
	A, Attachment 1, Service Level Agreements and Liquidated Damages.
11.6.5	Contractor shall provide help desk support to users during the days, hours and expected level of service as defined in SOW Exhibit A, Attachment 1, Service Level Agreements and Liquidated Damages.
11.6.6	Contractor shall provide incident management services, including logging, monitoring, resolving, closing, and providing metrics on reported incidents.
11.6.7	Contractor shall update project documentation, such as the Detailed Design Specifications (ID: DEL-04) and Application User Guide (ID: DEL-01), SOW Exhibit 22, Deliverables, as a result of configuration changes, within thirty (30) days of the change being implemented.
11.6.8	Contractor shall provide access to a training environment for onboarding of Provider Agencies and Provider Agency users.
11.6.9	Contractor shall provide technical support for onboarding and offboarding Provider Agencies throughout the Operations Phase following the processes and procedures established for implementation of the solution, outlined in the Outreach and Training Plan (ID: DEL-13) and Implementation Plan (ID: DEL-06), SOW Exhibit 22, Deliverables.
11.6.10	Contractor shall ensure and validate that all help desk staff and technical support assisting California customers have been trained and are properly informed on California and federal guidelines and regulations when dealing with sensitive and confidential information and data, in accordance with the requirements detailed in the Contract.

7.3.5.2.2 M&O CUSTOMER SERVICE DELIVERABLES

Contractor shall produce the following deliverables as part of this Task Group, in accordance with SOW Exhibit 22: Deliverables.

**Table 36: Task Group #18 – M&O Customer Service Deliverables**

<b>Table 36: Task Group #18 – M&amp;O Customer Service Deliverables</b>		
<b>DEL ID</b>	<b>Deliverable Name</b>	
DEL-01	Application User Guide	date

<b>Task Group #18 – Contractor M&amp;O Customer Service Deliverables</b>		
DEL-04	Detailed Design Specification	Update
DEL-05	Incident Management Plan	Update
DEL-06	Implementation Plan	Update
DEL-12	Operational Readiness Report	Update

### 7.3.5.3 TASK GROUP #19 – M&O SYSTEM CHANGES

#### 7.3.5.3.1 M&O SYSTEM CHANGES REQUIREMENTS

Contractor shall produce and meet the following requirements as part of this Task Group throughout the M&O Period.

**Table 37: Task Group #19 – M&O System Changes Requirements**

<b>Task Group #19 – Contractor M&amp;O System Changes Requirements</b>	
<b>11.7</b>	<b>M&amp;O System Changes</b> – Contractor shall implement configuration and application changes during M&O.
11.7.1	Contractor shall implement configuration changes requested by the State after the initial implementation subject to the level of effort specified in this Contract.
11.7.2	Contractor shall implement application changes requested by the State and agreed to by the Contractor.
11.7.3	Contractor shall manage and track requests for configuration and application changes, in accordance with the Implementation Plan (ID: DEL-06) and Change Control Management Plan (ID: DEL-25), SOW Exhibit 22, Deliverables.
11.7.4	Contractor shall manage configuration items through the Contract term, to include but not be limited to business rules and reference tables, and in accordance with the Configuration Change Document (ID: DEL-03) and Change Control Management Plan (ID: DEL-25), SOW Exhibit 22, Deliverables.
11.7.5	Contractor shall analyze, design, configure, document, test, and deploy configuration and application changes approved by the State during the Operations Phase and subject to the level of effort specified in this Contract.
11.7.6	Contractor shall update and publish as needed, revised training materials (ID: DEL-14, Outreach and Training Materials) resulting from system changes through the Contract term to ensure the materials

<b>Task Group #19 – Contractor M&amp;O System Changes Requirements</b>	
	are consistent with the production version of the EVV Solution, in accordance with the Outreach and Training Plan (ID: DEL-13), SOW Exhibit 22, Deliverables.
11.7.7	Contractor shall provide ongoing training needs to onboard Individual Providers and Jurisdictional Entities subject to EVV requirements.
11.7.8	Contractor shall collaborate with the State and provide the roadmap for changes to the Contractor's COTS base product.

**7.3.5.3.2 M&O SYSTEM CHANGES DELIVERABLES**

Contractor shall produce the following deliverables as part of this Task Group, in accordance with SOW Exhibit 22, Deliverables.

**Table 38: Task Group #19 – M&O System Changes Deliverables**

<b>Task Group #19 – Contractor M&amp;O System Changes Deliverables</b>		
<b>DEL ID</b>	<b>Deliverable Name</b>	<b>Submission Type</b>
DEL-03	Configuration Changes Document	Update
DEL-25	Change Control Management Plan	Update
DEL-26	Configuration Management Plan	Update
DEL-13	Outreach and Training Plan	Update
DEL-14	Outreach and Training Materials	Update

**7.3.5.4 TASK GROUPS #17-#19 – M&O PAYMENT METHOD**

The Contractor shall submit monthly invoices indicating service fee costs by cost category, number of recipients and agencies, and total monthly costs, which will have rates based on the Maintenance and Operations tab (SOW Exhibit 23, Cost Workbook, Worksheet #5).

There are seven (7) monthly service fee payment types grouped into three Task Group categories:

- Task Group #17: EVV Solution (Fixed)
- Task Group #17: EVV Solution (PMPM)
- Task Group #17: EVV Aggregator (PMPM)
- Task Group #18: Customer Service Jurisdictional Entities (Fixed)
- Task Group #18: Customer Service EVV Solution Provider Agencies (Variable)

- Task Group #18: Customer Service Aggregator Provider Agencies (Variable)
- Task Group #19: Configuration Changes

See Section 5, Table 5.3 for descriptions of each type.

### 7.3.6 CLOSE-OUT AND TRANSITION-OUT

#### 7.3.6.1 TASK GROUP #20 – CLOSE-OUT AND TRANSITION-OUT REQUIREMENTS

Contractor shall produce and meet the following deliverables as part of this Task Group.

**Table 39: Task Group #20 – Close-Out and Transition-Out Requirements**

<b>Task Group #20 – Contractor Close-out and Transition-Out Requirements</b>	
<b>12.1</b>	<b>Close-Out and Transition-Out</b> – Contractor shall provide support for transition and close out of services provided under this Contract up to the level of effort specified in the Contract, as defined in the Project Close-out Plan (ID: DEL-02), SOW Exhibit 22, Deliverables.
12.1.1	Contractor shall work collaboratively with the State and its contractor staff to help ensure the shutdown of services and smooth transition to replacement products or services as required within the final twelve (12) months of the Contract term or extension period.
12.1.2	Contractor shall provide requested project artifacts, reports, responses to inquiries, and other information as requested by the State pertaining to delivery of all services specified in the Contract.
12.1.3	Contractor shall support the State's efforts to extract all State-owned data from the EVV Solution.
12.1.4	Contractor shall collaborate with the State to ensure the State is able to validate that all data has been transferred successfully for upload into another EVV Solution.
12.1.5	Contractor shall ensure and verify that all State-owned data is deleted from all Contractor systems or instances no later than the last day of the Contract, including but not limited to user, provider, recipient, visit, and other EVV data.

#### 7.3.6.2 TASK GROUP #20 – CLOSE-OUT DELIVERABLES

Contractor shall produce the following deliverables as part of this Task Group, in accordance with SOW Exhibit 22, Deliverables.

**Task Group #20 – Contractor Close-out**

<b>DEL ID</b>	<b>Deliverable Name</b>	<b>Submission Type</b>
DEL-02	Close-Out Plan initial	

**7.3.6.3 TASK GROUP #20 – CLOSE-OUT PAYMENT METHOD**

Project Close-Out and Transition-Out Task Group #20 is a Deliverable-based Payment Milestone.

The Contractor shall submit an invoice when all requirements and deliverables associated with Task Group #20 have been met and accepted by the State.

**8 WARRANTIES**

In addition to the warranties expressed in the SOW Exhibit A, Attachment 4, Cloud Computing SaaS General Provisions, 13. Warranty, the Contractor shall provide the additional warranties described in this section to the State.

**8.1 WARRANTY FOR DELIVERABLES**

Contractor represents and warrants that each Deliverable and all changes and enhancements shall conform to and perform in accordance with its applicable specifications as provided herein for the duration of the Contract term. For any breach of the foregoing warranty during the warranty period for a Deliverable, Contractor shall promptly repair or replace each of the Deliverables of which Contractor is notified in writing by the State or which Contractor independently identifies during the applicable warranty period that does not meet its Specifications as provided herein at no additional charge to the State. If a Deliverable includes any products provided by third parties, such as Equipment, Third-Party Software, or network facilities, Contractor shall still be responsible for the performance on this deliverable. Contractor shall serve as the point of contact with the third parties and shall cooperate with and coordinate the work with such third parties and the State consistent with the warranty period at no additional charge to promptly repair and replace the Deliverables. Contractor also represents that it has and warrants that it shall have the capability and capacity to produce the Deliverables it has agreed to provide to the State, that it shall secure all software licenses necessary to provide the Deliverables in accordance with the terms of the Contract, and that each Deliverable will be implemented into Production and supported by Contractor to meet the requirements in the Contract.

**8.2 SOLUTION WARRANTY**



Contractor warrants for the duration of the Contract, the EVV Solution provided pursuant to this Contract shall function, operate, and perform in all facilities in full and complete conformity with the requirements of this Contract and accepted designs, descriptions, and specifications.

### **8.3 SERVICES**

The Contractor shall fully perform, complete, and deliver all work, tasks, Deliverables, goods, and services required under this Contract. The Contractor shall perform all services required pursuant to this Contract in a professional manner, with high quality, using industry best practices, such as the Institute of Electrical and Electronics Engineers (IEEE), American National Standards Institute (ANSI), International Organization for Standardization and the International Electrotechnical Commission (ISO/IEC), and Project Management Institute (PMI) standards, and in accordance with the standards of the manufacturers of applicable systems' components. The Contractor shall give high priority to providing the services including without limitation developing the Deliverables and correcting any deficiencies or operational problems.

### **8.4 HARDWARE AND SOFTWARE**

The Contractor shall only utilize hardware and software components in the versions currently supported by the supplying vendors, unless directed otherwise in a writing signed by the State Project Director or designee.

Contractor has not taken, nor shall take, any action which would void or in any way limit the scope of any warranty offered by any third-party with respect to any hardware or software.

Contractor has complied with all terms and conditions of any agreement that it has entered into with any third-party purporting to govern sales or licenses by Contractor of any items of hardware or software.

### **8.5 RE-PERFORMANCE, REPAIR, AND REPLACEMENT**

In addition to the remedies provided in the SOW Exhibit A, Attachment 4, Cloud Computing SaaS General Provisions, the Contractor shall promptly, and in all cases within the time periods described in this Contract, and at Contractor's sole expense, re-perform any services and correct deficiencies in all Deliverables and services, including but not limited to the EVV Solution, not in compliance with all applicable warranties contained in this Contract. If the System fails to meet any performance standard specified in the Contract, Contractor shall modify, reconfigure, upgrade or replace Equipment, the network, and/or software at no cost to the State in order to provide a System that complies with all performance standards.

## **8.6 INTELLECTUAL PROPERTY WARRANTY**

Contractor represents that, as of the Contract execution date, there is no actual or threatened suit by any such third-party based on an alleged violation of the rights granted or licensed by Contractor to the State hereunder.

## **8.7 INUREMENT OF WARRANTIES**

All warranties, including the additional warranties specified herein, shall inure to the benefit of the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.

## **9 SOW ATTACHMENTS AND EXHIBITS FOR THE EVV PHASE II PROJECT**

### **9.1 EXHIBIT A, ATTACHMENT 1: SERVICE LEVEL AGREEMENTS AND LIQUIDATED DAMAGES**

#### **9.1.1 SERVICE LEVEL AGREEMENTS (SLA)**

The EVV Phase II Project's solution Service Level Agreements (SLAs) define performance standards and liquidated damages for the term of this Contract.

The SLAs for the EVV Phase II Project are defined in SOW Exhibit A, Service Level Agreements and Liquidated Damages, provided with this solicitation.

#### **9.1.2 LIQUIDATED DAMAGES (LD)**

The State will receive liquidated damages (LDs) as defined in the Failures and Credits section of each SLA. LDs are intended to be a reasonable estimate of the damages and costs the State would sustain in the event the Contractor fails to meet the service levels agreed upon in this Contract and are not intended to be punitive.

Services will be paid monthly and/or as deliverable-based payment milestones depending on the stage of the project. Therefore, unless otherwise specified in the Failures and Credits section below, any monthly LD credits shall be applied against the total monthly invoice cost in the next invoice submission following the month in which the LD credit was captured. If the Contract ends and outstanding LDs remain, the Contractor shall reimburse the State for the full cost of all outstanding LDs within thirty (30) days of the Contract end date.

### **9.2 EXHIBIT A, ATTACHMENT 2: INFORMATION SYSTEMS SECURITY REQUIREMENTS**

The Information Systems Security Requirements have been revised for the EVV Phase II Project and are provided in SOW Exhibit A, Attachment 2, Information Systems Security Requirements, provided with this solicitation.

### **9.3 EXHIBIT A, ATTACHMENT 3: HIPAA BUSINESS ASSOCIATE ADDENDUM**

The HIPAA Business Associate Addendum has been revised for the EVV Phase II Project and is provided in SOW Exhibit A, Attachment 3, HIPAA Business Associate Addendum, provided with this solicitation.

#### **9.4 EXHIBIT A, ATTACHMENT 4: CLOUD COMPUTING SAAS GENERAL PROVISIONS**

The Cloud Computing Software as a Service (SaaS) General Provisions have been revised for the EVV Phase II Project and are provided in SOW Exhibit A, Attachment 4, Cloud Computing SaaS General Provisions, provided with this solicitation.

#### **9.5 EXHIBIT A, ATTACHMENT 5: CLOUD COMPUTING SERVICES SPECIAL PROVISIONS**

The Cloud Computing Services Special Provisions have been revised for the EVV Phase II Project and are provided in SOW Exhibit A, Attachment 5, Cloud Computing Services Special Provisions, provided with this solicitation.

#### **9.6 EXHIBIT A, ATTACHMENT 6: SPECIAL TERMS AND CONDITIONS**

Unless otherwise stated in this SOW or SOW Exhibit A, Attachment 1 through Attachment 5 referenced above, the Special Terms and Conditions for the EVV Phase II Project shall be considered part of the Contract and included as SOW Exhibit A, Attachment 6, Special Terms and Conditions, provided with this solicitation.

#### **9.7 EXHIBIT B, ATTACHMENT 1: PAYMENT PROVISIONS**

The payment provisions and terms for the EVV Phase II Project are detailed in SOW Exhibit B, Attachment 1, Payment Provisions, provided with this solicitation.

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## 10 EXHIBIT A, STATEMENT OF WORK, ATTACHMENT 1: SERVICE LEVEL AGREEMENTS AND LIQUIDATED DAMAGES

### 10.1 KEY STAFF SERVICE LEVELS

<b>SLA Name:</b>	<b>Key Staff</b>
<b>SLA ID</b>	10.1
<b>Contractor Requirement Reference(s)</b>	Task Group 1, Contractor Project Management Requirements
<b>Performance Standard:</b>	Contractor positions that are designated as Key Staff shall not remain vacant.
<b>Effective Date:</b>	This SLA shall begin upon Contract execution.
<b>Measurement Process:</b>	As defined in SOW Sections 3.1.10, Contractor Key Staff positions vacated shall not remain vacant for more than fifteen (15) calendar days, unless the replacement candidate is not accepted by the State. In which case, the Contractor is provided an additional ten (10) calendar days, and the Contractor must provide another candidate and receive State acceptance within twenty-five (25) calendar days of the date the original Key Staff member becomes unavailable.
<b>Failures and Credits:</b>	<p>For each day that the key staff remains vacant beyond the fifteen (15) or twenty-five (25) calendar days indicated above, the credit will be assessed based on the vacant position's hourly rate (Cost Workbook, Tab #8, Staff Rate Sheet) multiplied by eight (8) hours.</p> <p>The calculation is as follows:</p> <ul style="list-style-type: none"> <li>Total Days Vacant * Key Staff Hourly Rate * 8 hours</li> </ul> <p><i>Calculation example:</i></p> <ul style="list-style-type: none"> <li><math>10 * \\$150 * 8 = \\$12,000</math></li> </ul> <p><i>(Assumes Key Staff hourly rate of \$150 per hour and the Key Staff position was vacant for 10 days after either the 15-calendar day duration or the 25-calendar day duration)</i></p>
<b>Measurement Period:</b>	Monthly

<b>SLA Name:</b>	<b>Key Staff</b>
<b>SLA ID</b>	10.1
<b>Escalation:</b>	The State may require the Contractor to submit a Corrective Action Plan if the Contractor continues to have significant Key Staff vacancies.
<b>Exceptions:</b>	N/A
<b>Reporting:</b>	Contractor shall notify the State of replacement as indicated within this RFP and report on replacements in regular monthly reporting (e.g., Monthly MSR Report (ID: DEL-10)), or as directed by the State.

**10.2 AVAILABILITY SERVICE LEVELS FOR PRODUCTION ENVIRONMENT**

<b>SLA Name:</b>	<b>Production Environment Availability</b>
<b>SLA ID</b>	10.2
<b>Contractor Requirement Reference(s)</b>	Task Group 17, M&O EVV Solution Requirements
<b>Performance Standard:</b>	The Production Environment of the EVV Solution shall be Available twenty-four (24) hours per day seven (7) days per week 99.9% of the time, except for scheduled maintenance or downtime, which shall be approved by the State in writing on a monthly basis. Availability shall be measured by a State-approved monitoring tool.
<b>Effective Date:</b>	This SLA shall begin at EVV Solution deployment unless otherwise agreed to by the State and Contractor.
<b>Measurement Process:</b>	<p>Availability shall be calculated monthly rounded to the nearest hundredth of a percent.</p> <p>The calculation is as follows:</p> <ul style="list-style-type: none"> <li>• <u>Scheduled Downtime</u>: in whole minutes, approved by the State on a monthly basis and for pre-determined outage dates and times                      (Pre-determined outage dates and times will be agreed to by the Contractor and State in advance of an outage. Any time in excess of a pre-determined outage shall be considered <u>Unscheduled Downtime</u>, unless otherwise approved by the State.)</li> </ul>

	<ul style="list-style-type: none"> <li>• <u>Unscheduled Downtime</u>: in minutes, rounded up, for which any portion of the Production Environment of the EVV Solution is not available to all users</li> <li>• <u>Available Minutes</u>: [(24-hours * calendar days in month) * 60 minutes] – Scheduled Downtime</li> <li>• <u>Availability</u>: [(Available Minutes – Unscheduled Downtime)/ Available Minutes] * 100</li> </ul> <p><i>Calculation example:</i></p> <ul style="list-style-type: none"> <li>• <u>Available Minutes</u>: [(24 * 30) * 60] – 240 = 42,960 minutes (assumes 30 days in the month and 4 hours of State approved downtime for the month)</li> <li>• <u>Availability</u>: [(42,960 – 540) / 42,960] * 100 = 98.74% (assumes 9 hours of Unscheduled Downtime for the month, which took place over seven (7) different unplanned outages)</li> </ul>
<p><b>Failures and Credits:</b></p>	<p>If Availability falls below 99.9% in any month, not including scheduled maintenance or downtime, a LD credit of \$3,000 per hour or any portion thereof shall apply. Unless otherwise agreed to by the State and Contractor, each instance of downtime shall be considered a separate outage. An “outage” will be defined in Exhibit 22, Deliverables, Incident Management Plan (ID: DEL-05). The Contractor will track each Unplanned Downtime, including start and end date/time, to account for the total number of Unplanned Downtime Outages. The LD credit calculation will account for Allowable Unscheduled Downtime in the service month by factoring out the total equivalent in time of Unplanned Downtime Outages. Unplanned Downtime Outages are the number of times the solution was unavailable, regardless of whether the event was several minutes or several hours</p> <p>The calculation is as follows:</p> <ul style="list-style-type: none"> <li>• <u>Unplanned Downtime Outage</u>: Number of times the solution was unavailable, regardless of whether the event was several minutes or several hours.</li> <li>• <u>Allowable Unscheduled Downtime</u>: Available Minutes Availability * 0.1% (rounded to the nearest whole minute)</li> </ul>

	<ul style="list-style-type: none"> <li>• <u>Allowable Unscheduled Outage</u>: Allowable Unscheduled Downtime subtracted by the equivalent Sum of [X number of Unplanned Downtime Outages] to equal zero (0) minutes (assumes the Allowable Unscheduled Downtime cancels out the equivalent in minutes of unscheduled downtime before the excess unscheduled downtime is calculated)</li> <li>• <u>Excess Unscheduled Downtime</u>: After factoring out the Allowable Unscheduled Outages, calculates each remaining outage in hours, rounding up to the next whole hour, per outage (e.g., 5-minute downtime equals one (1) hour, 1.25-hour downtime equals two (2) hours, etc.)</li> <li>• <u>LD Credit</u>: Excess Unscheduled Downtime * \$3,000</li> </ul> <p><i>Calculation example:</i></p> <ul style="list-style-type: none"> <li>• <u>Allowable Unscheduled Downtime</u>: <math>42,960 * 0.1\% = 43</math> minutes</li> <li>• <u>Allowable Unscheduled Outage</u>: The first two of seven Unplanned Downtime Outages equaled approximately 43 minutes. Therefore, the first two outages are within the threshold of the Allowable Unscheduled Downtime of 43 minutes, and factored out as follows:             <ul style="list-style-type: none"> <li>○ Event 1: 23 minutes (<math>43 - 23 = 20</math>)</li> <li>○ Event 2: 20 minutes (<math>20 - 20 = 0</math>)</li> <li>○ No other outages can be factored out because zero (0) Allowable Unscheduled Downtime remains</li> </ul> </li> <li>• <u>Excess Unscheduled Downtime</u>: Of the remaining five outages, three were 15 minutes each, one was 330 minutes and the last 122 minutes, which factors as follows:             <ul style="list-style-type: none"> <li>○ Event 3: 15 minutes (&lt;60 minutes, then 1 hour)</li> <li>○ Event 4: 15 minutes (&lt;60 minutes, then 1 hour)</li> <li>○ Event 5: 15 minutes (&lt;60 minutes, then 1 hour)</li> <li>○ Event 6: 330 minutes (&gt;5 hours, then 6 hours)</li> <li>○ Event 7: 122 minutes (&gt;2 hours, then 3 hours)</li> </ul> </li> <li>• <u>LD Credit</u>: 12 hours * \$3,000 = \$36,000</li> </ul>
<p><b>Measurement Period:</b></p>	<p>Monthly</p>



<b>Escalation:</b>	The State may require the Contractor to submit a Corrective Action Plan if the EVV Solution continues to experience Availability issues.
<b>Exceptions:</b>	N/A
<b>Reporting:</b>	Contractor shall report on Availability metrics in regular monthly reporting (e.g., Monthly M&O Report (ID: DEL-09)), or as directed by the State.

**10.3 AVAILABILITY SERVICE LEVELS FOR THE TRAINING ENVIRONMENT**

<b>SLA Name:</b>	<b>Training Environment Availability</b>
<b>SLA ID</b>	10.3
<b>Contractor Requirement Reference(s)</b>	Task Group 17, M&O EVV Solution Requirements
<b>Performance Standard:</b>	The Training Environment of the EVV Solution shall be Available 8:00 a.m. - 6:00 p.m. PST Monday through Friday (not including California State holidays) 99.9% of the time, except for scheduled maintenance or downtime, which shall be approved by the State in writing on a monthly basis. Availability shall be measured by a State-approved monitoring tool.
<b>Effective Date:</b>	This SLA shall begin at the Training Environment deployment unless otherwise agreed to by the State and Contractor.
<b>Measurement Process:</b>	<p>Availability shall be calculated monthly rounded to the nearest hundredth of a percent.</p> <p>The calculation is as follows:</p> <ul style="list-style-type: none"> <li>• <u>Scheduled Downtime</u>: in whole minutes, approved by the State on a monthly basis and for pre-determined outage dates and times                      (Note: Pre-determined outage dates and times will be agreed to by the Contractor and State in advance of an outage)</li> <li>• <u>Unscheduled Downtime</u>: in minutes, rounded up, for which any portion of the Training Environment of the EVV Solution is not available to all users</li> <li>• <u>Available Minutes</u>: [(10-hours * business days in month) * 60 minutes] – Scheduled Downtime</li> </ul>

	<ul style="list-style-type: none"> <li>• <u>Availability</u>: <math>[(\text{Available Minutes} - \text{Unscheduled Downtime}) / \text{Available Minutes}] * 100</math></li> </ul> <p><i>Calculation example:</i></p> <ul style="list-style-type: none"> <li>• <u>Available Minutes</u>: <math>[(10 * 20) * 60] - 240 = 11,760</math> minutes (assumes 20 days in the month and 4 hours of State approved scheduled downtime for the month)</li> <li>• <u>Availability</u>: <math>[(11,760 - 180) / 11,760] * 100 = 98.47\%</math> (assumes 6 hours of Unscheduled Downtime for the month, which took place over four (4) different unplanned outages)</li> </ul>
<p><b>Failures and Credits:</b></p>	<p>If Availability falls below 99.9% in any month, not including scheduled maintenance or downtime, a LD credit of \$1,000 per hour or any portion thereof shall apply. Unless otherwise agreed to by the State and Contractor, each instance of downtime shall be considered a separate outage. An “outage” will be defined in the Exhibit 22, Deliverables, Incident Management Plan (ID: DEL-05).</p> <p>The Contractor will track each Unplanned Downtime, including start and end date/time, to account for the total number of Unplanned Downtime Outages. The LD credit calculation will account for Allowable Unscheduled Downtime in the service month by factoring out the total equivalent in time of Unplanned Downtime Outages. Unplanned Downtime Outages are the number of times the solution was unavailable, regardless of whether the event was several minutes or several hours.</p> <p>The calculation is as follows:</p> <ul style="list-style-type: none"> <li>• <u>Unplanned Downtime Outage</u>: Number of times the Solution was unavailable, regardless of whether the event was several minutes or several hours.</li> <li>• <u>Allowable Unscheduled Downtime</u>: Available Minutes Availability * 0.1% (rounded to the nearest whole minute)</li> <li>• <u>Allowable Unscheduled Outage</u>: Allowable Unscheduled Downtime subtracted by the equivalent Sum of [X number of Unplanned Downtime Outages] to equal zero (0) minutes (assumes the Allowable Unscheduled Downtime cancels out the equivalent in minutes of unscheduled downtime before the excess unscheduled downtime is calculated)</li> <li>• <u>Excess Unscheduled Downtime</u>: After factoring out the Allowable Unscheduled Outages, calculates each remaining outage in hours, rounding up to the next whole hour, per</li> </ul>

	<p>outage (e.g., 5-minute downtime equals one hour, 1.25-hour downtime equals two hours, etc.)</p> <ul style="list-style-type: none"> <li>• <u>LD Credit</u>: Excess Unscheduled Downtime * \$1,000</li> </ul> <p>Calculation example:</p> <ul style="list-style-type: none"> <li>• <u>Allowable Unscheduled Downtime</u>: <math>11,760 * 0.1\% = 12 \text{ minutes}</math></li> <li>• <u>Allowable Unscheduled Outage</u>: The first of four Unplanned Downtime Outages is 13 minutes. Although the first outage is one minute over the Allowable Unscheduled Outage, the difference is within a reasonable margin, which shall be determined by the State Project Director on a case by case basis. Therefore, the first outage is within the threshold, and factored out as follows:             <ul style="list-style-type: none"> <li>○ Event 1: 13 minutes (<math>12 - 13 = \text{no remaining minutes}</math>)</li> <li>○ No other outages can be factored out because zero (0) Allowable Unscheduled Downtime remains</li> </ul> </li> <li>• <u>Excess Unscheduled Downtime</u>: The remaining three outages factor as follows:             <ul style="list-style-type: none"> <li>○ Event 2: 45 minutes (<math>&lt;60 \text{ minutes, then } 1 \text{ hour}</math>)</li> <li>○ Event 3: 180 minutes (<math>\leq 180 \text{ minutes, then } 3 \text{ hours}</math>)</li> <li>○ Event 4: 122 minutes (<math>&gt;2 \text{ hours, then } 3 \text{ hours}</math>)</li> </ul> </li> <li>• <u>LD Credit</u>: <math>7 \text{ hours} * \\$1,000 = \\$7,000</math></li> </ul>
<b>Measurement Period:</b>	Monthly
<b>Escalation:</b>	The State may require the Contractor to submit a Corrective Action Plan if the EVV Solution continues to experience Availability issues.
<b>Exceptions:</b>	N/A
<b>Reporting:</b>	Contractor shall report on Availability metrics in regular monthly reporting (e.g., Monthly M&O Report (ID: DEL-09)), or as directed by the State.

**10.4 USER RESPONSE TIME SERVICE LEVELS**

<b>SLA Name:</b>	<b>User Response Time</b>												
<b>SLA ID</b>	10.4												
<b>Contractor Requirement Reference(s)</b>	Task Group 17, M&O EVV Solution Requirements												
<b>Performance Standard:</b>	<p>The Contractor shall maintain the EVV Solution's User Response Time (URT), including the Aggregator, as provided in the table below, for the components that are the responsibility of the Contractor, as indicated in the Measurement Process below. URT is defined as the elapsed time, starting when the user initiates a processing step from the client, (e.g., mouse click or keyboard entry), and ending when all data has been processed, passed back to the client, displayed and the client is again available for user interaction.</p> <table border="1"> <thead> <tr> <th>Item #</th> <th>Response Times and Performance Standards</th> <th>Process Type</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Two (2) seconds or less ninety percent (90%) of the time per process</td> <td>For processes that do not interact with the database</td> </tr> <tr> <td>2</td> <td>Three (3) seconds or less ninety percent (90%) of the time per process</td> <td>For processes that interact with the database</td> </tr> <tr> <td>3</td> <td>Fifteen (15) seconds per process or less ninety eight percent (98%) of all response times.</td> <td>For all processes</td> </tr> </tbody> </table>	Item #	Response Times and Performance Standards	Process Type	1	Two (2) seconds or less ninety percent (90%) of the time per process	For processes that do not interact with the database	2	Three (3) seconds or less ninety percent (90%) of the time per process	For processes that interact with the database	3	Fifteen (15) seconds per process or less ninety eight percent (98%) of all response times.	For all processes
Item #	Response Times and Performance Standards	Process Type											
1	Two (2) seconds or less ninety percent (90%) of the time per process	For processes that do not interact with the database											
2	Three (3) seconds or less ninety percent (90%) of the time per process	For processes that interact with the database											
3	Fifteen (15) seconds per process or less ninety eight percent (98%) of all response times.	For all processes											
<b>Effective Date:</b>	This SLA shall begin at EVV Solution deployment unless otherwise agreed to by the State and Contractor.												
<b>Measurement Process:</b>	<p>URT shall be calculated for each performance standard identified above and every 15-minute increment of time during the Available Hours each month as determined for the Availability SLA, to the nearest hundredth of a percent.</p> <p>Response time calculations shall exclude elapsed time spent in components that are not the responsibility of the Contractor (e.g., the client device and the public network segment), as agreed to by the State and Contractor.</p>												

SLA Name:	User Response Time
	<p>Contactors shall measure and report user response times using a State-approved monitoring tool. Contractor shall calculate percentages for the most critical processes in the performance standards listed above, as determined by the State.</p> <p>The general calculation for each of the three performance standards defined above is as follows:</p> <ul style="list-style-type: none"> <li>• <u>Response Time</u>: Total number processes initiated during period completing within the prescribed number of seconds / total number of processes initiated during the 15-minute period applicable to the process type (e.g., processes that interact with the database)</li> </ul> <p><i>Calculation Example:</i></p> <ul style="list-style-type: none"> <li>• <u>Response Time (non-database)</u>: <math>(80 / 90) * 100 = 88.89\%</math> (assumes 90 total non-database processes are initiated during the 15-minute period with 80 processes completing in under 2 seconds) = SLA Not Met</li> <li>• <u>Response Time (database)</u>: <math>(90 / 95) * 100 = 94.74\%</math> (assumes 95 total database processes are initiated during the 15-minute period with 90 processes completing in under 3 seconds) = SLA Met</li> <li>• <u>Response Time (overall)</u>: <math>(150 / 160) * 100 = 93.75\%</math> (assumes 160 total processes are initiated during the 15-minute period with 150 processes completing in under 15 seconds) = SLA Not Met</li> </ul>
<p><b>Failures and Credits:</b></p>	<p>For any Available Hour, during which any of the three User Response Time SLA performance standards are not met for one or more of the four 15-minute periods within the Available Hour, a LD credit of \$3,000 shall apply. The LD credit calculation shall only factor the percentage difference between the required threshold and the deficiency.</p> <p>The calculation is as follows:</p> <ul style="list-style-type: none"> <li>• <u>Response Time Deficiency (non-database)</u>: <math>90\% - \text{Response Time} = \%</math></li> <li>• <u>Response Time Excess (non-database)</u>: Response Time Deficiency is calculated as above for each 15-minute period during Available Hours (four calculations per Available Hour)</li> </ul>

SLA Name:	User Response Time
	<ul style="list-style-type: none"> <li>• <u>Response Time Deficiency (database)</u>: 90% - Response Time = %</li> <li>• <u>Response Time Excess (database)</u>: Response Time Deficiency is calculated as above for each 15-minute period during Available Hours (four calculations per Available Hour)</li> <li>• <u>Response Time Deficiency (overall)</u>: 98% - Response Time = %</li> <li>• <u>Response Time Excess (overall)</u>: Response Time Deficiency is calculated as above for each 15-minute period during Available Hours (four calculations per Available Hour)</li> <li>• <u>LD Credit</u>: Hours during which any of the three Response Time Excess performance standards is not met during any one of the four 15-minute time periods * \$3,000</li> </ul> <p><i>Calculation example:</i></p> <ul style="list-style-type: none"> <li>• <u>Response Time Deficiency (non-database)</u>: 90% - 88.89% = 1.11%</li> <li>• <u>Response Time Excess (non-database)</u>: 1.11% of Response Times exceeding two (2) seconds per process are calculated as above for each 15-minute period during Available Hours</li> <li>• <u>Response Time Deficiency (overall)</u>: 98% - 93.75% = 4.25%</li> <li>• <u>Response Time Excess (overall)</u>: 4.25% of Response Times exceeding 15 seconds per process are calculated as above for each 15-minute period during Available Hours</li> <li>• <u>Hours SLA Not Met</u>: 4 hours</li> <li>• <u>LD Credit</u>: 4 * \$3,000 = \$12,000                      (Assumes there were 4 hours calculated during the month for the two unmet URT performance standards of 1.11% and 4.25%)</li> </ul> <p><i>For Example: If the system were experiencing slow database processing for the first 20 minutes of the hour such that the database performance standard was not met during the first two 15-minute periods, the User Response Time SLA would be considered “Not Met” for the hour and one (1) hour of LD credit would be applied. Same is true if there were slowness the first 20 minutes and last 15 minutes of the same hour. In which case, three of the 15-minute periods did not meet the SLA, but only one hour of the SLA not met would be captured.</i></p>
<b>Measurement Period:</b>	Monthly

<b>SLA Name:</b>	<b>User Response Time</b>
<b>Escalation:</b>	The State may require the Contractor to submit a Corrective Action Plan if the EVV Solution continues to experience slow User Response Times.
<b>Exceptions:</b>	Scheduled Downtime or Unscheduled Downtime: The User Response Time SLA shall not be applicable during hours when the Availability SLA is not met.
<b>Reporting:</b>	Contractor shall make User Response Time metrics available daily and shall summarize SLAs met/not met in regular monthly reporting (e.g., Monthly M&O Report (ID:DEL-09)), or as directed by the State.

**10.5 RECOVERY TIME OBJECTIVE SERVICE LEVELS**

<b>SLA Name:</b>	<b>Recovery Time Objective</b>
<b>SLA ID</b>	10.5
<b>Contractor Requirement Reference(s)</b>	Task Group 17, M&O EVV Solution Requirements
<b>Performance Standard:</b>	In the event of a Disaster or an Unplanned Interruption, the Contractor shall fully restore all system functionality within four (4) hours of the start of the Disaster or Unplanned Interruption. The date and time of the Disaster or Unplanned Interruption shall be the date and time captured either within the system or when reported to the State, whichever is earlier, per occurrence.
<b>Effective Date:</b>	This SLA shall begin at EVV Solution deployment unless otherwise agreed to by the State and Contractor.
<b>Measurement Process:</b>	Each Recovery Time Objective (RTO) Occurrence shall be calculated from the start of the Disaster or Unplanned Interruption until full system restoration. The Recovery Time Calculation (RTC) will round up each RTO to the nearest whole hour. The calculation is as follows: <ul style="list-style-type: none"> <li>• <u>RTO Occurrence (in hours)</u>: [Full System Restoration – Disaster/Unplanned Interruption] * 24 hours</li> <li>• <u>RTC (in hours)</u>: Roundup (RTO Occurrence)</li> </ul> Calculation example:



SLA Name:	Recovery Time Objective
	<ul style="list-style-type: none"> <li>• <u>Disaster/Unplanned Interruption</u>: 2/10/2022 1:51 PM Pacific Time</li> <li>• <u>Full System Restoration</u>: 2/10/2022 6:17 PM Pacific Time</li> <li>• <u>RTO Occurrence (in hours)</u>: 2/10/2022 6:17 PM – 2/10/2022 1:51 PM = 4.43 hours</li> <li>• <u>RTC (in hours)</u>: Roundup (4.43) = 5 hours</li> </ul>
<b>Failures and Credits:</b>	<p>All RTCs will be totaled for the service month. If the total of the RTCs exceeds four (4) hours, which is the Allowed Recovery Time (ART) for the service month, a LD credit of \$3,000 per hour shall apply. The ART will be factored out of the equation to create the Excess RTC. The calculation is as follows:</p> <ul style="list-style-type: none"> <li>• <u>ART</u> = 4 hours</li> <li>• <u>Total RTC</u> = Sum of all RTCs</li> <li>• <u>Excess RTC</u> = Total RTC – ART</li> <li>• <u>LD Credit</u> = Excess RTC * \$3,000</li> </ul> <p>Calculation example:</p> <ul style="list-style-type: none"> <li>• <u>Total RTCs</u> = 5 hours + 2 hours + 1 hour = 8 hours                      (assumes three separate RTO occurrences calculated and rounded up nearest whole hour using the RTC calculation)</li> <li>• <u>Excess RTC</u> = 8 hours – 4 hours = 4 hours</li> <li>• <u>LD Credit</u> = 4 * \$3,000 = \$12,000</li> </ul>
<b>Measurement Period:</b>	Per occurrence of a Disaster or an Unplanned Interruption.
<b>Escalation:</b>	The State may require the Contractor to submit a Corrective Action Plan if the EVV Solution experiences frequent restoration issues after outages.
<b>Exceptions:</b>	An alternate RTO for a specific Disaster or Unplanned Interruption is mutually agreed upon in writing between the Contractor and State.
<b>Reporting:</b>	Contractor shall report on RTO metrics in regular monthly reporting (e.g., Monthly M&O Report (ID: DEL-09)), or as directed by the State.

## 10.6 RECOVERY POINT OBJECTIVE SERVICE LEVELS



<b>SLA Name:</b>	<b>Recovery Point Objective</b>
<b>SLA ID</b>	10.6
<b>Contractor Requirement Reference(s)</b>	Task Group 17, M&O EVV Solution Requirements
<b>Performance Standard:</b>	The performance standard is no more than 15 minutes of data loss per incident. In the event of a Disaster or an Unplanned Interruption where data become corrupted, damaged, or deleted, the Contractor shall restore all production data to the most recent Data Recovery Point prior to the start of the interruption. Performance will be measured by calculating the amount of data lost in minutes per occurrence.
<b>Effective Date:</b>	This SLA shall begin at EVV Solution deployment unless otherwise agreed to by the State and Contractor.
<b>Measurement Process:</b>	<p>The Recovery Point Objective (RPO) shall be calculated as the time between the interruption and the most recent Data Recovery Point. The calculation is as follows:</p> <ul style="list-style-type: none"> <li>• <u>RPO (in minutes)</u>: [Start of Interruption – Most Recent Data Recovery Point] * 24 * 60</li> </ul> <p>Calculation example:</p> <ul style="list-style-type: none"> <li>• <u>Start of the Interruption</u>: 2/10/2022 10:48 AM Pacific Time</li> <li>• <u>Most recent Data Recovery Point</u>: 2/10/2022 10:30 AM Pacific Time</li> <li>• <u>RPO (in minutes)</u>: [2/10/2022 10:48 AM – 2/10/2022 10:30 AM] * 24 * 60 = 18 minutes</li> </ul>
<b>Failures and Credits:</b>	<p>If the RPO time exceeds 15 minutes, a LD credit of \$3,000 per hour (or any portion thereof) shall apply. The calculation is as follows:</p> <ul style="list-style-type: none"> <li>• <u>LD Credit</u> = Roundup ((RPO – Allowed RPO of 15 minutes)/60) * 3,000</li> </ul> <p>Calculation example:</p> <ul style="list-style-type: none"> <li>• <u>LD Credit 1</u> = Roundup ((20-15)/60) * 3,000 = \$3,000</li> <li>• <u>LD Credit 2</u> = Roundup ((80-15)/60) * 3,000 = \$6,000  (Assumes two different RPO occurrences of 20 minutes and 80 minutes)</li> </ul>

	Per occurrence of a Disaster or an Unplanned Interruption.
	The State may require the Contractor to submit a Corrective Action Plan if the EVV Solution experiences frequent restoration issues after outages.
	If no data was lost during an RPO, this SLA will not apply.
	Contractor shall report on RPO metrics in regular monthly reporting (e.g., Monthly M&O Report (ID:DEL-09)), or as directed by the State.

**10.7 INCIDENT SEVERITY LEVELS**

	<b>Incident Severity Levels</b>		
<b>SLA ID</b>	10.7		
<b>Contractor Requirement Reference(s)</b>	Task Group 17, M&O EVV Solution Requirements, and Task Group 18, M&O Customer Service		
<b>Performance Standard:</b>	Incidents shall be resolved within the Resolution Time defined for each severity level. The State shall assign the severity level to each incident pursuant to the definitions below.		
	<b>Severity</b>	<b>Severity Description</b>	<b>Resolution Time</b>
	1	Critical production issues affecting all users, including system unavailability and data integrity issues with no workaround available.	<ul style="list-style-type: none"> <li>• 100% resolution to the State's satisfaction completed within two (2) hours of ticket submission from the State</li> <li>• Coordination with the Project with updates no less than every thirty (30) minutes shall be provided until the Incident is resolved</li> </ul>
2	Major functionality is impacted, or performance	<ul style="list-style-type: none"> <li>• 100% resolution to the State's satisfaction</li> </ul>	

SLA Name:	Incident Severity Levels		
		is significantly degraded. Issue is persistent and affects many users and/or major functionality. No reasonable workaround is available. Also includes time-sensitive requests such as requests for feature activation or a Data export.	completed within four (4) hours of ticket submission from the State <ul style="list-style-type: none"> <li>• Coordination with the Project with updates no less than every thirty (30) minutes shall be provided until Incident is resolved</li> </ul>
	3	System performance issue or bug affecting some but not all users. Short-term workaround is available, but not scalable.	<ul style="list-style-type: none"> <li>• 100% resolution to the State's satisfaction completed within five (5) calendar days of ticket submission from the State</li> <li>• Daily updates shall be provided through resolution</li> </ul>
	4	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable.	<ul style="list-style-type: none"> <li>• 100% resolution to the State's satisfaction completed in fourteen (14) calendar days of ticket submission from the State</li> <li>• Weekly updates shall be provided through resolution</li> </ul>
<b>Effective Date:</b>	This SLA shall begin after EVV Solution deployment unless otherwise agreed to by the State and Contractor.		
<b>Measurement Process:</b>	Incident severity levels shall be calculated from the time the ticket is submitted to the Contractor, either via phone, email or other online ticketing tool, to the time the ticket is fully resolved for the incident. If multiple options exist for a ticket to be submitted, the Ticket Submission Time shall be the earliest time stamp of any option		

<b>SLA Name:</b>	<b>Incident Severity Levels</b>										
	<p>captured.</p> <p>The calculation is as follows:</p> <ul style="list-style-type: none"> <li><u>Incident Resolution Time (in minutes)</u>: [Ticket Resolution Time – Ticket Submission Time] * 24 * 60</li> </ul> <p>Calculation example:</p> <ul style="list-style-type: none"> <li><u>Ticket Submission Time</u>: 2/10/2022 8:11 AM Pacific Time</li> <li><u>Ticket Resolution Time</u>: 2/11/2022 6:15 AM Pacific Time</li> <li><u>Incident Resolution Time (in minutes)</u>: 2/14/2022 6:15 AM – 2/10/2022 8:11AM = 1,324 minutes (or 22 hours 4 minutes)</li> </ul>										
<b>Failures and Credits:</b>	<p>Credits shall apply as follows based on the severity level and length of time taken to resolve the incident:</p> <table border="1" data-bbox="506 804 1485 1083"> <thead> <tr> <th>Severity Level</th> <th>LD Credit exceeding required Resolution Time</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>\$40 per minute exceeding two (2) hours</td> </tr> <tr> <td>2</td> <td>\$10 per minute exceeding four (4) hours</td> </tr> <tr> <td>3</td> <td>\$25 per hour exceeding five (5) days</td> </tr> <tr> <td>4</td> <td>\$25 per hour exceeding fourteen (14) days</td> </tr> </tbody> </table> <p>The calculation is as follows:</p> <ul style="list-style-type: none"> <li><u>LD Credit</u> = (Incident Resolution Time – required Resolution Time) * \$XX                      (Both the Required Resolution Time and the cost are based on the severity level)</li> </ul> <p>Calculation example:</p> <ul style="list-style-type: none"> <li><u>LD Credit</u> = (1,324 – 240) * \$10 = \$10,840                      (Assumes a Severity Level 2 Incident and example above of resolution in 1,324 minutes)</li> </ul>	Severity Level	LD Credit exceeding required Resolution Time	1	\$40 per minute exceeding two (2) hours	2	\$10 per minute exceeding four (4) hours	3	\$25 per hour exceeding five (5) days	4	\$25 per hour exceeding fourteen (14) days
Severity Level	LD Credit exceeding required Resolution Time										
1	\$40 per minute exceeding two (2) hours										
2	\$10 per minute exceeding four (4) hours										
3	\$25 per hour exceeding five (5) days										
4	\$25 per hour exceeding fourteen (14) days										
<b>Measurement Period:</b>	Per occurrence of reported incident.										
<b>Escalation:</b>	The State may require the Contractor to submit a Corrective Action Plan if the EVV Solution continues to experience a high number of unresolved Severity 1 and/or Severity 2 defects. Unless otherwise agreed to by the State and Contractor, the high number of unresolved Severity 1 and 2 defects will be calculated at greater										

<b>SLA Name:</b>	<b>Incident Severity Levels</b>
	than 15% of all unresolved defects.
<b>Exceptions:</b>	An alternate time frame, which is mutually agreed upon in writing between the Contractor and State.
<b>Reporting:</b>	Contractor shall summarize all incident resolution metrics in regular monthly reporting (e.g., Monthly M&O Report (ID: DEL-09)), or as directed by the State.

**10.8 PROBLEM MANAGEMENT & ROOT CAUSE ANALYSIS SERVICE LEVELS**

<b>SLA Name:</b>	<b>Problem Management &amp; Root Cause Analysis (RCA)</b>
<b>SLA ID</b>	10.8
<b>Contractor Requirement Reference(s)</b>	Group 1, Project Management Requirements, and Task Group 17, M&O EVV Solution Requirements
<b>Performance Standard:</b>	<p>Contractor shall manage solution problems and perform RCA for incidents and issues defined in SLA 13.1.7 Incident Severity Levels, as Severity 1 and Severity 2. Unless otherwise agreed to by the State Project Director and the Contractor, an incident categorized as a Severity 2 incident shall follow the measurement methods listed below.</p> <p>Depending on the nature of incident or issue, information in the initial and completed RCA documents may be confidential and will therefore first be provided to the State Project Director and predetermined audiences with the State.</p> <p>The initial RCA document shall provide, as it is understood at the time of submission, the issue, identification date/time, an estimate of impacts (to the system, the data, and users), an estimate of the duration to resolve, and any relevant actions taken or planned.</p> <p>The completed RCA document shall provide at a minimum the issue, date/time for the identification, date/time for the resolution, description of the issue and its impacts, actions taken, and any resulting outcomes and follow up actions required.</p>

<b>SLA Name:</b>	<b>Problem Management &amp; Root Cause Analysis (RCA)</b>		
<b>Effective Date:</b>	This SLA shall begin at EVV Solution deployment unless otherwise agreed to by the State and Contractor.		
<b>Measurement Process:</b>	This SLA will be measured on the type of RCA (i.e., Initial or Completed) and the time duration from required to actual submission.		
	<b>Severity Level</b>	<b>RCA Type</b>	
		<b>RCA Submission Due</b>	
	1	Initial	Within one (1) hour of ticket submission from the State or end user
	1	Completed	Within 24 hours of problem resolution
	2	Initial	Within two (2) hour of ticket submission from the State or end user
	2	Completed	Within 24 hours of problem resolution
<p>The calculation is as follows:</p> <ul style="list-style-type: none"> <li>• <u>Type of RCA</u>: Initial or Completed</li> <li>• <u>Submission Due</u>: See table above. Initial RCA is due prior to Resolution Time requirement for the given Severity level defined in SLA 13.1.7, Incident Severity Levels. The Completed RCA is due within a given timeframe following the resolution of the problem, and timeframe is based on Severity Level.</li> <li>• <u>Submission Duration Difference (in hours)</u>: [RCA Actual Submission – RCA Submission Due] * 24</li> </ul> <p>Calculation example for a Severity 1 Initial RCA:</p> <ul style="list-style-type: none"> <li>• <u>Severity 1 Defect Reported</u>: 5/25/2022 2:10 PM Pacific Time</li> <li>• <u>Initial RCA Submitted</u>: 5/25/2022 4:10 PM Pacific Time</li> <li>• <u>Initial RCA Submission Due</u>: 5/25/2022 3:10 PM Pacific Time</li> <li>• <u>Duration Difference</u>: 5/25/2022 4:10 PM – 5/25/2022 3:10 PM = 1 hour</li> </ul> <p>Calculation example for a Severity 1 Completed RCA:</p> <ul style="list-style-type: none"> <li>• <u>Severity 1 Defect Resolved</u>: 5/25/2022 4:10 PM Pacific Time</li> <li>• <u>Completed RCA Submitted</u>: 5/27/2022 10:10 AM Pacific Time</li> </ul>			

<b>SLA Name:</b>	<b>Problem Management &amp; Root Cause Analysis (RCA)</b>
	<ul style="list-style-type: none"> <li>• <u>Completed RCA Submission Due:</u> 5/26/2022 4:10 PM Pacific Time</li> <li>• <u>Duration Difference:</u> 5/27/2022 10:10 AM – 5/26/2022 4:10 PM = 18 hours</li> </ul>
<b>Failures and Credits:</b>	<p>If the Duration Difference is greater than zero (0), a \$300 per hour LD credit shall apply, unless otherwise approved by the State Project Director.</p> <p>The calculation is as follows:</p> <ul style="list-style-type: none"> <li>• Initial RCA: Duration Difference * \$300</li> <li>• Completed RCA: Duration Difference * \$300</li> </ul> <p>Calculation example:</p> <ul style="list-style-type: none"> <li>• Initial RCA: 1 * \$300 = \$300</li> <li>• Completed RCA: 18 * \$300 = \$5,450</li> </ul> <p>(Assumes examples of Severity 1 Defect and Duration Differences listed above)</p>
<b>Measurement Period:</b>	Monthly
<b>Escalation:</b>	The State may require the Contractor to submit a Corrective Action Plan if the Contractor continues to experience RCA SLAs in multiple months in a row.
<b>Exceptions:</b>	The Root Cause Analysis Submission SLA shall not be measured during periods where an extension has been approved by State Project Director or designee.
<b>Reporting:</b>	The Contractor shall report the Root Cause Analysis submission performance metrics in regular monthly reporting (e.g., Monthly M&O Report (ID: DEL-09)), or as directed by the State.

### 10.9 CUSTOMER SERVICE SUPPORT SERVICE LEVELS

<b>SLA Name:</b>	<b>Customer Service Support</b>
<b>SLA ID</b>	10.9

<b>SLA Name:</b>	<b>Customer Service Support</b>
<b>Contractor Requirement Reference(s)</b>	Task Group 18, M&O Customer Service
<b>Performance Standard:</b>	Contractor shall provide live agent response to user requests for customer service, questions, and technical support inquiries during core business hours, which shall be defined as 6:00 a.m. – 8:00 p.m. PST, Monday through Friday (excluding California State holidays), and post deployment weekends, which shall be defined as 9:00 a.m. – 6:00 p.m. PST Saturday through Sunday during the first 60 days following both PCS and HHCS deployments. Contractor Help Desk staff shall respond to a minimum of 90% of calls placed to the Help Desk during these core business hours and post deployment weekends.
<b>Effective Date:</b>	This SLA shall begin at EVV Solution deployment unless otherwise agreed to by the State and Contractor.
<b>Measurement Process:</b>	<p>Customer Service Support measurement will be based on the availability of live agents during core business hours and assessed based on the abandoned call rate during that time period when the rate exceeds 10% of all monthly calls transferred to a live agent.</p> <p>The monthly abandon rate shall be calculated by dividing the total number of abandoned calls by the total number of customer service calls transferred to a live agent within the same month. The percentage will be rounded to the nearest whole percent.</p> <p>The calculation is as follows:</p> <ul style="list-style-type: none"> <li>• <u>Monthly Abandon Rate</u>: Total Abandoned Calls / Total Calls transferred to a live agent</li> </ul> <p><i>Calculation example:</i></p> <ul style="list-style-type: none"> <li>• <u>Monthly Abandon Rate</u>: 784 / 6,030 = 13%                  (Assumes 784 abandoned calls of the 6,030 calls received for the month, and rounded to the nearest whole percent)</li> </ul>
<b>Failures and Credits:</b>	If the Monthly Abandon Rate is greater than 10%, a LD Credit of \$1,000 per percentage point over 10% shall apply.



<b>SLA Name:</b>	<b>Customer Service Support</b>
	<p>The calculation is as follows:</p> <ul style="list-style-type: none"> <li>LD Credit: <math>((\text{Monthly Abandoned Rate} - 10\%) * 100) * \\$1,000</math></li> </ul> <p>Calculation example:</p> <ul style="list-style-type: none"> <li>LD Credit: <math>((13\% - 10\%)*100) * \\$1,000 = \\$3,000</math>  <i>(Assumes examples above of 784 abandoned calls of the total 6,030 calls received for the month)</i></li> </ul>
<b>Measurement Period:</b>	Monthly
<b>Escalation:</b>	The State may require the Contractor to submit a Corrective Action Plan if the Contractor's Help Desk experiences an Abandon Rate of greater than 10% multiple months in a row.
<b>Exceptions:</b>	N/A
<b>Reporting:</b>	The Contractor shall report the Customer Service Support Metrics in regular monthly reporting (e.g. Monthly M&O Report (ID: DEL-09)), or as directed by the State.

**10.10 SYSTEM MAINTENANCE SERVICE LEVELS**

<b>SLA Name:</b>	<b>System Maintenance</b>
<b>SLA ID</b>	10.10
<b>Contractor Requirement Reference(s)</b>	Task Group 17, M&O EVV Solution Requirements
<b>Performance Standard:</b>	<p>Contractor shall apply critical software application patches to the EVV Solution upon notification from the manufacturer or the State in the time period required to minimize or avoid vulnerabilities to the solution or as defined in the State-approved Release Management Plan. The Contractor shall work with the State to apply non-critical application patches and upgrades to software and hardware in alignment with project approved plans and processes.</p> <p>Contractor, in coordination with the State, shall upgrade and install system software including, but not limited to, enterprise management agents, open source software, commercial software,</p>

<b>SLA Name:</b>	<b>System Maintenance</b>
	<p>and middleware tools as specified in the Contractor’s System Maintenance Plan.</p> <p>Contractor shall monitor and notify the State Project Director or designee when any software product used in any part of the solution is within eighteen (18) months of losing support from the software vendor.</p> <p>Contractor shall monitor and notify the State of any system software patches and upgrades that have not been applied as planned and the reason they were not applied.</p>
<b>Effective Date:</b>	This SLA shall begin at EVV Solution deployment unless otherwise agreed to by the State and Contractor.
<b>Measurement Process:</b>	<p>System Maintenance reporting time shall be calculated between the date a software/hardware maintenance update or notification is required and the date the upgrade is completed, or notification is provided.</p> <p>The calculation is as follows:</p> <ul style="list-style-type: none"> <li>• <u>System Maintenance Required</u>: Date update or notification is required as determined by the State based on Contractor’s Software Maintenance Plan or other independent sources</li> <li>• <u>System Maintenance Completed</u>: Date update or notification is completed by Contractor</li> <li>• <u>System Maintenance Gap</u>: System Maintenance Completed – System Maintenance Required</li> </ul> <p><i>Calculation example:</i></p> <ul style="list-style-type: none"> <li>• <u>System Maintenance Required</u>: 2/10/2022</li> <li>• <u>System Maintenance Completed</u>: 2/20/2022</li> <li>• <u>System Maintenance Gap</u>: 2/20/2022 – 2/10/2022 = 10 days</li> </ul>
<b>Failures and Credits:</b>	<p>If System Maintenance is not performed as required, a LD credit of \$1000 per day shall apply until the required System Maintenance update is completed.</p> <p>The calculation is as follows:</p> <ul style="list-style-type: none"> <li>• <u>System Maintenance Gap</u> * \$1,000</li> </ul> <p><i>Calculation example:</i></p> <ul style="list-style-type: none"> <li>• 10 days * \$1,000 = \$10,000</li> </ul>

<b>SLA Name:</b>	<b>System Maintenance</b>
	<p>If it is discovered by the State or reported late that any EVV Solution software product is within 18 months of losing support from its vendor, a LD credit of \$100 per day shall apply for each day the State was not notified.</p> <p>The calculation is as follows:</p> <ul style="list-style-type: none"> <li>• Date of State Awareness of Lack of Support - Date Contractor Required to Notify the State * \$100</li> </ul> <p><i>Calculation example:</i></p> <ul style="list-style-type: none"> <li>• 2/20/2022 – 2/10/2022 = 10 days * \$100 = \$1,000</li> </ul>
<b>Measurement Period:</b>	Per occurrence of failure to meet System Maintenance SLA.
<b>Escalation:</b>	The State may require the Contractor to submit a Corrective Action Plan if the Contractor repeatedly fails to meet SLA.
<b>Exceptions:</b>	Contractor shall not be subject to credits if failure to notify the State of software support termination is due to late notification by the software vendor.
<b>Reporting:</b>	Contractor shall report to the level of detail necessary and as agreed to by the State on Data Breach reporting metrics in regular monthly reporting (e.g., Monthly M&O Report (ID: DEL-09)), or as directed by the State.

## **11 EXHIBIT A, STATEMENT OF WORK, ATTACHMENT 2: INFORMATION SYSTEM SECURITY REQUIREMENTS**

### **11.1 INFORMATION SECURITY, PRIVACY, AND AVAILABILITY REQUIREMENTS**

Contractor, its officers, employees, and subcontractors shall, at all times, comply with all security standards, controls, practices, and procedures contained herein.

The Contractor Technical Manager and Contractor security lead/team shall meet regularly with their State counterparts to discuss and resolve security related items required by this Contract.

Contractor shall comply with the following security and privacy requirements where applicable and ensure there are auditable and traceable artifacts that describe and document the security controls in place that address these requirements and support compliance. Any exceptions require prior written approval by the State.

- A. NIST SP 800-53 (rev. 4 or above) security and privacy controls moderate or higher and/or FedRAMP Version 2.0, moderate baseline or higher.
- B. Federal Information Processing Standards (FIPS).
- C. All activities including data storage shall be limited to the continental United States.
- D. Health Information and Portability Accountability Act (HIPAA) compliant and agreement to a Business Associate Agreement (BAA).
- E. NIST SP 800-63-3 level 2 compliance for Identity, Authenticator, and Federation Assurance levels. Authenticator assurance level 1 is permitted if not public facing to the Internet.
- F. System Security Plan (SSP) as defined in SOW Exhibit 22, Deliverables
- G. Inclusion of California Privacy Policy and Privacy Notice on Collection Requirements, (Government Code Sections 11015.5 and 11019.9, and Civil Code Section 1798.17). [Personal Information (PI): Shall have the meaning given to such term in California Civil Code section 1798.3.]
- H. The Contractor shall have a technology recovery plan and strategy. The strategy shall be provided to the State thirty (30) calendar days prior to PCS deployment and which shall demonstrate the Solution's ability to meet the required RTO and RPO, as defined in the SOW Exhibit A, Service Level Agreements (SLAs), and address applicable requirements from the State of California SIMM 5325-A Technology Recovery Plan Instructions.

### **11.2 PLAN OF ACTION AND MILESTONES**

Contractor shall have a Plan of Action and Milestones (POAM) process for addressing significant weaknesses or deficiencies and to reduce or eliminate known vulnerabilities in the system that cannot be remediated within thirty (30) calendar days.

Contractor shall document their POAM process and procedure in the Incident Management Plan (ID: DEL-05).

POAM items shall include ranking by risk based upon NIST standards. At a minimum, POAM items ranked very high or high shall be reported to the State within thirty (30) calendar days of discovery, and updates shall be submitted regularly until POAM completion/closure.

The POAM shall include the following information data elements, unless otherwise approved by the State in writing. The Contractor may leverage the State of California SIMM 5305-B and 5305-C instructions and worksheet.

- A. Type of deficiency; e.g. security audit finding, compliance deficiency, security risk, incident remediation, vulnerability
- B. Related compliance requirement(s); e.g. NIST control
- C. Description
- D. Compensating controls, if any
- E. When deficiency was identified
- F. Which assets are impacted
- G. Contact person(s)
- H. High level steps to remediate deficiency
- I. Target date(s) to remediate deficiency
- J. Risk rating based upon a consistent framework such as NIST SP 800-30
- K. Status and target date of remediation, e.g. In Progress

### **11.3 SECURE SOFTWARE DEVELOPMENT**

The Contractor shall use security testing tools and documented procedures to identify and correct vulnerabilities, including:

- CWE/SANS Top 25 Most Dangerous Software Errors
- OWASP Top 10 Most Critical Web Application Security Risks

Security testing and remediation must be performed prior to production use of software, including new releases. Vulnerabilities identified as critical or high that cannot be remediated prior to production must be documented in a POAM. Written approval by the State is required before production use of software with known critical or high vulnerabilities.

Software developed or modified outside of the United States or by developers outside the United States must be subjected to a security validation process within the United States and by United States based developers. The documented security validation process must ensure against the above types of vulnerabilities, as well as validate there are no back doors. Critical or high weaknesses must be remediated before production use of the software unless submitted to the State in a POAM and approved.

Source code and supporting documents containing sensitive information must be protected by the requirements in the Information Security, Privacy and Availability Requirements Section. All sensitive documents must be marked as confidential and access restricted to those with a valid business need/role.

#### **11.4 ANNUAL INDEPENDENT SECURITY ASSESSMENT**

A security assessment of the solution which includes penetration testing must be performed at least annually by an independent organization. It must include applicable NIST SP 800-53 (rev. 4 or above) and HIPAA standards. An assessment must have been performed within one year prior to assumption of operations unless otherwise approved by the State.

The Contractor shall contract with a third-party vendor to complete this assessment. The scope of work for this assessment will be defined by Contractor, and the scope must be approved by the State.

#### **11.5 SECURITY AND PATCHING ASSESSMENTS**

The Contractor shall:

- A. Apply security updates and patches determined as critical or moderate for system and infrastructure software within thirty (30) calendar days of publication unless a documented risk analysis determines otherwise.
- B. Perform continuous credentialed vulnerability scanning of all devices on the Contractor's network. Scans must be performed at least monthly.
- C. Perform credentialed dynamic application vulnerability scanning at least annually.
- D. Remediate any vulnerabilities or risks ranked critical, very high, or high (based upon NIST) within thirty (30) calendar days. If unable to address within thirty (30) calendar days, document in a POAM.
- E. Resolve all critical and high vulnerabilities, at a minimum, prior to production deployment/implementation. Contractor must internally address medium and lower vulnerabilities based upon risk analysis.
- F. Perform risk analysis of significant system changes.

## **12 EXHIBIT A, STATEMENT OF WORK, ATTACHMENT 3: HIPAA BUSINESS ASSOCIATE ADDENDUM**

### **12.1 RECITALS**

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").
- B. The State of California ("State") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.
- C. Contractor is the Business Associate of the State acting on State's behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of the State and creates, receives, maintains, transmits, uses, aggregates or discloses PHI and PI. The State and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
- D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used, aggregated or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that the State must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act, and the Final Omnibus Rule as well as the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, and any other applicable state or federal law or regulation.
- E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended and include any lawfully issued guidance from the agency responsible for promulgating the regulations in question.

### **12.2 DEFINITIONS**

- A. Breach shall have the meaning given to such term under 45 CFR § 164.402.

- B. Business Associate shall have the meaning given to such term under 45 CFR section 160.103.
- C. Covered Entity shall have the meaning given to such term under 45 CFR section 160.103.
- D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.
- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
- G. Personal Information shall have the meaning given to such term in California Civil Code section 1798.3.
- H. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
- I. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.



- J. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- K. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI and/or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- L. Security and Privacy Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164, Subpart C.
- M. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), and the HIPAA regulations.

### 12.3 TERMS OF AGREEMENT

#### A. **Permitted Uses and Disclosures of PHI by Business Associate**

**Permitted Uses and Disclosures.** Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI and/or PI only to perform functions, activities or services specified in this Agreement, for, or on behalf of the State, provided that such use or disclosure would not violate the HIPAA regulations, if done by the State. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure.

#### B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Addendum, Business Associate may:

- 1) **Use and disclose for management and administration.** Use and disclose PHI and/or PI for the proper management and administration of the Business Associate provided that such disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
- 2) **Provision of Data Aggregation Services.** Use PHI and/or PI to provide data aggregation services to the State. Data aggregation means the combining of PHI and/or PII created or received by the Business Associate on behalf of the State with PHI and/or PI received by the Business Associate in its

capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the State. This provision does not authorize Business Associate to release aggregated data to any other covered entity or its Business Associate without the express written approval of the State.

**C. Prohibited Uses and Disclosures**

- 1) **Minimum Necessary.** Contractor shall comply with the requirements under 45 CFR section 164.502(b) to only request, use, and disclose the minimum PHI and/or PI necessary to accomplish the intended purpose of the request, use, or disclosure.
- 2) Business Associate shall not directly or indirectly receive remuneration in exchange for PHI and/or PI, except with the prior written consent of the State and as permitted by 42 U.S.C. section 17935(d)(2).

**D. Compliance with Other Applicable Law**

- 1) To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI, PI, or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:
  - a) To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
  - b) To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to this Agreement.
- 2) Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI, PI, and/or confidential information, as defined in this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code sections 4514 and 5328, California Health and Safety Code section 11845.5, and any other state laws regarding minor confidentiality.
- 3) If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

**E. Responsibilities of Business Associated**

Business Associated agrees:

- 1) **Nondisclosure.** Not to use or disclose PHI and/or PI other than as permitted or required by this Agreement or as required by law. This limitation applies whether the information is identifiable or de-identified.
- 2) **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or PI, including electronic PHI, that it creates, receives, maintains, uses, aggregates, or transmits on behalf of the State, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI and/or PI other than as provided for by this Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Business Associate will provide the State with its current and updated policies.
- 3) **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
  - a) Complying with all of the data system security precautions listed in Section 8, Safeguards and Security;
  - b) Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of the State under this Agreement;
  - c) In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI and/or PI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement;
  - d) Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the

requirements of this section and for communicating on security matters with the State.

F. **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and/or PI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

G. **Business Associate's Agents and Subcontractors.**

- 1) Business Associate shall enter into written agreements with any subcontractors, including without limitation, agents, counties, non-profit regional centers, and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of the State, that impose the same restrictions and conditions on such subcontractors that apply to Business Associate with respect to such PHI and PI.

H. **Availability of Information to the State and Individuals.**

- 1) Business Associate shall provide access as the State may require, and in the time and manner designated by the State (upon reasonable notice and during Business Associate's normal business hours) to PHI and/or PI in a Designated Record Set, to the State (or, as directed by the State), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for the State that includes medical, dental, and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for State health plans; or those records used to make decisions about individuals on behalf of the State. Business Associate shall use the forms and processes developed by the State for this purpose and shall respond to requests for access to records transmitted by the State within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
- 2) If Business Associate maintains an Electronic Health Record with PHI and/or PI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable the State to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).
- 3) If Business Associate receives data from the State that was provided to the State by the Social Security Administration, upon request by the State, Business Associate shall provide the State with a list of all employees,

contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

- I. **Amendment of PHI.** Business Associate shall make any amendment(s) to PHI that the State directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by the State.
- J. **Internal Practices.** Business Associate must permit access by the State and Secretary of the U.S. Department of Health and Human Services during normal business hours to its facilities, books, records, accounts, and other sources of information, including protected health information, that are pertinent to ascertaining compliance with the HIPAA regulations. If the State or Secretary determines that exigent circumstances exist, such as when documents may be hidden or destroyed, a covered entity or business associate must permit access by the State or Secretary at any time and without notice. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify and shall set forth the efforts it made to obtain the information.
- K. **Documentation of Disclosures.** Business Associate shall document and make available to the State or (at the direction of the State) to an Individual such disclosures of PHI and/or PI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI and/or PI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for the State as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for the State after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.
- L. **Breaches and Security Incidents.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

- 1) **Notice to the State.** (1) To notify the State immediately upon the discovery of a suspected security incident that involves data provided to the State by the Social Security Administration. This notification will be by telephone call plus email upon the discovery of the breach. (2) To notify the State within 2 hours by email of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer, or other agent of Business Associate.

Notice shall be provided to the State Contract Manager, the California Health and Human Service Agency's Privacy Officer, the California Health and Human Service Agency's Information Security Officer. Notice shall be made using Attachment 1: Privacy Incident Report Form, attached hereto, including all information known at the time.

Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

- a) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
  - b) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- 2) **Investigation and Investigation Report.** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. If the initial report did not include all of the requested information marked with an asterisk (\*), then within 72 hours of the discovery, Business Associate shall submit an updated Privacy Incident Report form containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the State Contract Manager, the California Health and Human Service Agency's Privacy Officer, and the California Health and Human Service Agency's Information Security Officer.

- 3) **Complete Report.** To provide a complete report of the investigation to the State Contract Manager, the California Health and Human Service Agency's Privacy Officer, and the California Health and Human Service Agency's Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. If all of the required information was not included in either the initial report, or the Investigation Report, then a separate Complete Report must be submitted. The report shall be submitted on the Privacy Incident Report form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure and a timeline for fully implementing all corrective actions. If the State requests information in addition to that listed on the Privacy Incident Report form, Business Associate shall make reasonable efforts to provide the State with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated Privacy Incident Report form. The State will review and approve or disapprove the determination of whether a breach occurred, is reportable to the appropriate entities, if individual notifications are required, and the corrective action plan. If the Business Associate cannot complete a Privacy Incident Report within the ten (10) working day timeframe, Business Associate shall request approval from the State for a new submission timeframe within the ten (10) working day timeframe.
- 4) **Notification of Individuals.** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents, or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The State Contract Manager, the California Health and Human Service Agency's Privacy Officer, and the California Health and Human Service Agency's Information Security Officer shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.

- 5) **Responsibility for Reporting of Breaches to Entities Other than State.** If the cause of a breach of PHI is attributable to Business Associate or its subcontractors, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.
- 6) **Contact Information.** To direct communications to the above referenced State staff, the Contractor shall initiate contact as indicated herein. The State reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

<b>State Contract Manager</b>	<b>CHHS Privacy Officer</b>	<b>CHHS Information Security Officer</b>
See the Scope of Work exhibit for State Contract Manager information	Jennifer Schwartz CHHS Privacy Officer California Health and Human Services Agency 1600 9 <sup>th</sup> Street, Suite 460 Sacramento, CA 95814  Email: jennifer.schwartz@chhs.ca.gov Telephone: (916) 879-9954	Lloyd Indig Agency Information Security Officer Office of the Agency Information Officer California Health and Human Services Agency 2495 Natomas Park Dr., Ste. 540 MS-S-01 Sacramento, CA 95833  Email: lloyd.indig@chhsaio.ca.gov Telephone: (916) 263-4052

M. **Due Diligence.** Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.

**12.4 AUDITS, INSPECTION AND ENFORCEMENT**



- A. From time to time, the State may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the Privacy Officer in writing. The fact that the State inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does State's:
- 1) Failure to detect or
  - 2) Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of the State's enforcement rights under this Agreement and this Addendum.
- B. If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify the State and provide the State with a copy of any records that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

## 12.5 TERMINATION

- A. **Term.** The Term of this Addendum shall commence as of the effective date of this Agreement and shall extend beyond the termination of the Agreement and shall terminate when all the PHI provided by the State to Business Associate, or created or received by the Business Associate on behalf of the State, is destroyed or returned to the State, in accordance with 45 CFR 164.504(e)(2)(ii)(I).
- B. **Termination for Cause.** In accordance with 45 CFR section 164.504(e)(1)(ii), upon the State's knowledge of a material breach or violation of this Addendum by Business Associate, the State may, in its sole discretion:
- 1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by the State; or
  - 2) Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.

- C. **Judicial or Administrative Proceedings.** Business Associate will notify the State if it is named as a defendant in a criminal proceeding for a violation of HIPAA or a defendant in a civil/administrative proceeding due to a violation of state confidentiality law. The State may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA or in violation of a state confidentiality law. The State may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- D. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI and/or PI received from the State (or created or received by Business Associate on behalf of the State) that Business Associate still maintains or controls in any form, and shall retain no copies of such PHI and/or PI. If return or destruction is not feasible, Business Associate shall notify the State of the conditions that make the return or destruction infeasible, and the State and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI and/or PI. Business Associate shall continue to extend the protections of this Addendum to such PHI and/or PI, and shall limit further use of such PHI and/or PI to those purposes that make the return or destruction of such PHI and/or PI infeasible.

## 12.6 MISCELLANEOUS PROVISIONS

- A. **Disclaimer.** The State makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or legal duties. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and/or PI.
- B. **Amendment.** The parties acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI and/or PI, regardless of whether or when this Addendum is amended. Upon the State's request, Business Associate agrees to promptly enter into negotiations with the State concerning an amendment to this Addendum embodying written assurances consistent with changing laws or regulations.

- C. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Agreement, available to the State at no cost to the State to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the State, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- D. **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the State or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. **Interpretation.** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA regulations.
- F. **Regulatory References.** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. **Survival.** The respective rights and obligations of Business Associate under this Addendum shall survive the termination or expiration of this Agreement.
- H. **No Waiver of Obligations.** No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

## 12.7 SAFEGUARDS AND SECURITY

- A. Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards

shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

- B. Business Associate shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. Examples of acceptable industry-recognized security frameworks include but are not limited to:
  - 1) NIST SP 800-53 – National Institute of Standards and Technology Special Publication 800-53
  - 2) FedRAMP – Federal Risk and Authorization Management Program
- C. Business Associate shall maintain, at a minimum, industry standards for encryption at rest and in transit of PHI, PI, and other confidential information.
- D. Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI, PI, and other confidential information may be used.
- E. Business Associate shall ensure that all members of its workforce with access to PHI, PI, and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.
- F. Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.
- G. Business Associate shall ensure that all users are issued a unique username for accessing State PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Business Associate shall ensure that passwords and usernames are not shared.

## 12.8 PRIVACY INCIDENT REPORTING FORM

*Note: This form, in fillable PDF format, is located in the Bidders' Library.*

The information reported in this form will be strictly confidential and will be used in part to determine whether a breach has occurred. **Do not include specific PHI or PI in this form.**

### 1 - CASE IDENTIFYING INFORMATION

CHHS Agency case number	
Reporting entity:	
<input type="checkbox"/> State agency <input type="checkbox"/> Health Plan <input type="checkbox"/> County <input type="checkbox"/> Other (specify):	
Reporting entity's privacy incident case number:	
Contact name:	
Contact email:	
Contact telephone number:	

**2 - SUMMARY OF PRIVACY INCIDENT**

**3 - BREAKDOWN OF SUMMARY**

Date(s) of privacy incident:

Date of discovery:

Date reported to Agency:

Number of Agency program beneficiaries impacted; please specify which specific program(s) they belong to:

How many of the impacted beneficiaries are minors?:

Title of person who caused the incident:

Title of unintended recipient:

Suspected malicious intent:

Yes  No

**4 – DATA ELEMENTS**

Demographic Information (check all that apply)

First name or initials

Last name

Address/ZIP

Date of birth

CIN or Medi-Cal #

Social security number

- Driver's license
- Membership #
- Health plan
- name Mother's maiden name
- Image
- Password
- Username/email address
- Program name:
- Other:

Financial Information (check all that apply)

- Credit card/bank acct #
- EBT card PIN #
- Claims information
- EBT card #
- Other:

Clinical Information (check all that apply)

- Diagnosis/condition
- Diagnosis codes
- Procedure codes (CPT)
- Medications
- Lab results
- Provider demographics
- TAR #
- Psychotherapy notes
- Mental health
- data Substance use/alcohol data
- Other:

Please list all data elements provided by Agency:

Please list all data elements verified by SSA:

**5 - LOCATION OF DISCLOSED DATA**

<input type="checkbox"/> Laptop	<input type="checkbox"/>	Network server	<input type="checkbox"/> Desktop Computer
<input type="checkbox"/> Portable electronic device	<input type="checkbox"/>	Email	<input type="checkbox"/> Electronic Record
<input type="checkbox"/> Paper data	<input type="checkbox"/>	Smart phone	<input type="checkbox"/> Hard drive
<input type="checkbox"/> CD/DVD	<input type="checkbox"/>	USB thumb drive	<input type="checkbox"/> Fax
<input type="checkbox"/> Social media	<input type="checkbox"/>	Other:	<input type="checkbox"/>

**6 – SAFEGUARDS/MITIGATIONS/ACTIONS TAKEN IN RESPONSE TO EVENT**

Was involved staff trained in HIPAA privacy/security within the past year:  Yes  No Was malicious code or malware involved:  Yes  No  N/A

Was the data encrypted per NIST standards:  Yes  No  N/A

Status of the data (recovered, destroyed, etc.):

Was an attestation of nondisclosure/destruction obtained:  Yes  No

(NOTE: If a written attestation is not attached it will be considered verbal) Was a police report filed:  Yes  No

Police report # and department name:

**MITIGATION SUMMARY** (*Immediate actions taken to prevent further unauthorized disclosure of data*)



### 7 - CORRECTIVE ACTION PLAN (CAP)

Please include implementation date (A CAP is implemented in an attempt to prevent this type of privacy incident from reoccurring).

### 8 - DETERMINATION

Has your entity determined this to be a (check all that apply):

Federal breach

State Breach

Non-breach

In the event Agency determines a notification is not legally required, do you still intend to send written notification:  Yes  No

*(Review & approval by Agency is still required prior to dissemination of all notification letters)*

An incident is presumed to be a breach. If you have evidence under 45 CFR 164.402(2)(1)(I-IV), please provide the evidence and the HIPAA provision that applies to find that a breach does not exist.

[HITECH BREACH DEFINITION AND EXCEPTIONS](#)

### **13 EXHIBIT A, STATEMENT OF WORK, ATTACHMENT 4: CLOUD COMPUTING – SOFTWARE AS A SERVICE (SAAS) GENERAL PROVISIONS (REV 6/18/20)**

**THESE CLOUD COMPUTING – SOFTWARE AS A SERVICE GENERAL PROVISIONS ARE ONLY TO BE USED FOR SOFTWARE AS A SERVICE (SAAS), AS DEFINED BELOW, AND ANY ANCILLARY SERVICES. THE CLOUD COMPUTING SERVICES SPECIAL PROVISIONS (SOFTWARE AS A SERVICE) ARE INCORPORATED BY REFERENCE UNLESS SPECIFICALLY MODIFIED AND ATTACHED HERETO. THIS CONTRACT SHALL BE ACCOMPANIED BY A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA), IN ADDITION TO STANDARD EXHIBITS.**

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#### **1. DEFINITIONS:**

Unless otherwise specified in the Statement of Work, the following terms shall be given the meaning shown, unless context requires otherwise.

- a) **"Application Program"** means a computer program that is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application Programs are developed or otherwise acquired by the User of the Hardware/Software system, but they may be supplied by the Contractor.
- b) **"Buyer"** means the State's authorized contracting official.
- c) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
- d) **"Contractor"** means the business entity with whom the State enters into this Contract. Contractor shall be synonymous with supplier, vendor, Reseller, Service Provider, or other similar term.
- e) **"Customer"** means the State or an Eligible Public Entity using the Contractor's or the Service Provider's Services.
- f) **"Deliverables"** means the tangible products or works of authorship and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished that are incidental to the provision of Services.
- g) **"Documentation"** means manuals and other published materials necessary or useful to the State in its use or maintenance of the products and Services provided hereunder and includes online materials, virtual help, and help desk where available. In addition, manuals and other published materials customized for the State hereunder constitute Work Product as defined below.
- h) **"Eligible Public Entity"** means each of the non-State public entities authorized to purchase the Deliverables and Services offered hereunder. "Eligible Public

Entity” includes the county, city, city and county, district, public authority, public agency, municipal corporation, or any other political subdivision or public corporation in the State. “Eligible Public Entity” also includes a federally-recognized tribal entity acting in its tribal governmental capacity.

- i) **“Goods”** means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer and telecommunications equipment).
- j) **“Hardware”** refers to computer equipment and is contrasted with Software.
- k) **“Information Technology”** includes, but is not limited to, all electronic technology systems and services, automated information handling, system design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite system controls, simulation, electronic commerce, and all related interaction between people and machines.
- l) **“Maintenance”** includes: i) remedial maintenance performed by the Contractor which results from a Services failure and which is performed as required, i.e., on an unscheduled basis; and ii) the maintenance performed on a scheduled basis by the Contractor.
- m) **“Reseller”** means the agent(s) of the Service Provider or the business entity authorized by the Service Provider to resell the Services or perform aspects of this Contract as specified herein including, but not limited to sales, fulfillment, invoicing, returns, and customer service.
- n) **“Service Provider”** means the Contractor, subcontractors, agents, Resellers, third parties and affiliates of the Contractor, the cloud service provider, or managed service provider who may provide the Services agreed to under the Contract.
- o) **“Services”** means the cloud computing services, including Software as a Service (but not Infrastructure as a Service or Platform as a Service), and any related services, offered to the State by the Contractor herein.
- p) **“Software”** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including operating Software, Application Programs, and enabling software (“Software Products”) that the State downloads to the State’s systems to facilitate use of the Service.
- q) **“Software as a Service (SaaS)”** is the capability provided to the Customer to use applications made available by the Service Provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The Customer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual

application capabilities, with the possible exception of limited user-specific application configuration settings.

- r) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
- s) **"State Data"** means all data owned by the State, and submitted to, processed by, or stored by the Service Provider under this Contract and includes, but is not limited to, all data that originated with the State or Users, all data provided by the State or Users, and data generated, manipulated, produced, reported by or otherwise emanating from or by applications run by the State or Users on the Services. For clarity, State Data is synonymous with "Customer Data", "Customer Content", or similar terms, as used in various provisions of the service agreements and incorporated into the Contract and includes the following:
  - i. **"Non-Public Data"** means data submitted to the Service Provider, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that may be exempt by statute, regulation, or policy from access by the general public as public information.
  - ii. **"Personal Data"** means Personal Information as defined by the California Information Practices Act (Civil Code sections 1798 et seq.) submitted to the Service Provider.
  - iii. **"Public Information"** means any information prepared, owned, used, or retained by the State and not specifically exempt from the disclosure requirements of the California Public Records Act (Government Code section 6250 et. seq.) or other applicable state or federal laws. For clarity, "Public Information" is also interchangeable with "Public Data".
- t) **"Statement of Work"** (or "SOW") means a document provided by the State which defines the timeline, and specifies the objectives, Services, Deliverables and tasks that the Contractor is expected to perform, their responsibilities and expectations, indicating the type, level and quality of service that is expected, all of which form a contractual obligation upon the Contractor in providing Services to the State. The SOW includes detailed technical requirements and pricing, with permitted modifications ("carve- outs") to the SaaS General and Special Provisions.
- u) **"User"** means any authorized end user of the Services under this Contract and includes Customer's employees, subcontractors, or any system utilized by the Customer to access the Services, whose compliance with the terms of this Contract is the responsibility of the Customer.

- v) **“U.S. Intellectual Property Rights”** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

## **2. CONTRACT FORMATION:**

- a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with section 10290), 3 (commencing with section 12100), and 3.6 (commencing with section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
- b) If this Contract results from a solicitation other than described in paragraph a), above, the Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.
- c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.

## **3. COMPLETE INTEGRATION:**

This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

## **4. SEVERABILITY:**

The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

## **5. INDEPENDENT CONTRACTOR:**

Contractor and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

## **6. APPLICABLE LAW:**

This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

## **7. COMPLIANCE WITH STATUTES AND REGULATIONS:**

- a) The State and the Contractor warrant and certify that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California, including the California Information Practices Act (Civil Code sections 1798 et seq.). The Contractor agrees to indemnify, defend, and save harmless the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
- b) The State will notify the Contractor of any such claim in writing and tender the defense thereof within reasonable time.
- c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services or the Department of Technology, as applicable, will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
- e) To the extent that this Contract falls within the scope of Government Code section 7405, the Contractor will be responsible to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or Services. The State shall designate an authorized representative who will be responsible for submission to Contractor of complaints received by the State regarding the accessibility of Contractor's products and Services. Contractor shall be responsible to review and respond to all complaints regarding accessibility brought to the attention of the State. The State and Contractor shall work together to determine a reasonable response and resolution of all

complaints. The State acknowledges that Contractor can satisfy its duty to respond to and resolve complaints under this provision by taking action it deems appropriate under the circumstances, which may in some instances include no further action beyond responding to the complaint.

#### **8. CONTRACTOR'S POWER AND AUTHORITY:**

The Contractor warrants that it has full power and authority to grant the rights herein granted and will reimburse the State for any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty.

Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services or the Department of Technology, as applicable, will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

#### **9. ASSIGNMENT:**

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, the State will not unreasonably prohibit the Contractor from freely assigning its right to payment, provided that the Contractor remains responsible for its obligations hereunder.

#### **10. WAIVER OF RIGHTS:**

Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. Except as specifically set forth in Section 13 (Warranty) below, the rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

## **11. ORDER OF PRECEDENCE:**

In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) These Cloud Computing - Software as a Service General Provisions (in the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
- b) Contract form, e.g., Purchase Order STD 65, Standard Agreement STD 213, FISCAL generated Purchase Order, etc., and any amendments thereto;
- c) The Cloud Computing Special Provisions – Software as a Service (hereafter referred to as, the "SaaS Special Provisions"), which are incorporated by reference unless specifically modified and attached hereto, and other Special Provisions;
- d) Statement of Work, including any specifications incorporated by reference herein;
- e) Cost worksheets;
- f) The Service Provider's service agreement and attachments; and
- g) All other attachments incorporated in the Contract by reference.

## **12. INSPECTION, ACCEPTANCE AND REJECTION:**

Unless otherwise specified in the Statement of Work:

- a) When acquiring SaaS, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing.
- b) For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and Services under this Contract and will tender to the State only those Deliverables and Services that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records



evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of the Contractor's quality assurance system or other similar business practices related to performance of the Contract.

- c) In the event any Goods or Deliverables furnished by the Contractor in the performance of the Contract should fail to conform to the requirements herein, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly without expense to the State.

### **13. WARRANTY:**

- a) Limited Warranty for Services. Unless otherwise specified in the Statement of Work, Contractor warrants that Services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and:
  - i. Services will be performed in accordance with the Contract; and
  - ii. All customer support for Services will be performed with professional care and skill.
- b) Duration of Limited Warranty. The limited warranty will be for the duration of State's use of the Services, unless the underlying Service Provider's warranty is shorter in duration, in which case the parties will specify the length of the applicable limited warranty in the Statement of Work. This limited warranty is subject to the following limitations:
  - i. any implied warranties, guarantees, or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
  - ii. the limited warranty does not cover problems caused by the State's accident, abuse or use in a manner inconsistent with this Contract or any applicable service agreement, or resulting from events beyond Contractor's reasonable control;
  - iii. the limited warranty does not apply to components of Software that the State may be permitted to redistribute;
  - iv. the limited warranty does not apply to free, trial, pre-release, or beta Services; and
  - v. the limited warranty does not apply to problems caused by the State's failure to meet minimum system requirements.

- c) **Remedies for breach of Limited Warranty.** Unless otherwise specified in the Statement of Work, if Contractor fails to meet any of the above limited warranties and the State notifies Contractor within the warranty period, then the State's remedy and the Contractor's obligation will be re-performance, repair, replacement, or refund of fees paid. In the event the Contractor fails to re-perform, repair, replace, or refund fees paid for the products and/or Services as appropriate, the State may terminate the Contract.
- d) **Warranty for Software Products.** Any Software Products provided by the Service Provider shall be covered by the developer's consumer warranty that will be passed to the Customer.
- e) **DISCLAIMER OF OTHER WARRANTIES.** OTHER THAN THIS LIMITED WARRANTY, CONTRACTOR PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. CONTRACTOR DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR TITLE. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.
- f) Contractor shall ensure that the Service Provider shall apply anti-malware controls to the Services to help avoid malicious software gaining unauthorized access to State Data, including malicious software originating from public networks. Such controls shall at all times equal or exceed the controls consistent with the industry standards for such data, but in no event less than the controls that Contractor applies to its own internal corporate electronic data of like character.
- g) Unless otherwise specified elsewhere in the Contract:
  - i. The Contractor does not warrant that any Services provided hereunder is error-free or that it will run without immaterial interruption; and
  - ii. The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from:
    - a. a modification made by the State, unless such modification is approved or directed by the Contractor,
    - b. use of Services in combination with software or services other than as specified by the Contractor, or
    - c. misuse by the State.
- h) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or Services.

#### **14. SAFETY AND ACCIDENT PREVENTION:**

In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

**15. TERMINATION FOR NON-APPROPRIATION OF FUNDS:**

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature or the United States Congress, if applicable. If funds to effect such continued payment are not appropriated, the Contractor agrees to terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and minimize the incurrence of costs prior to the expiration of funding for this Contract.

**16. TERMINATION FOR THE CONVENIENCE OF THE STATE:**

- a) The State may terminate performance under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, or the Department of Technology, Deputy Director, Statewide Technology Procurement, or designee, as applicable, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof, which shall be no less than fifteen (15) days from the Notice of Termination date.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately stop work as specified in the Notice of Termination, regardless of any delay in determining or adjusting any amounts due under this clause.
- c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State except that in no instance shall the Contractor seek nor will the State pay for Services not utilized or costs not specified on an order for Services regardless of Contractors' liability or costs for materials, equipment, Software, facilities, or

sub- contracts. The Contractor shall submit the proposal promptly, but no later than thirty (30) days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.

- d) The Contractor and the State may agree upon the whole or any part of the amount to be paid or refunded as requested under subsection (c) above;
- e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience.
  - i. The State will pay the Contractor the Contract price for Services accepted or utilized by the State; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed.
- f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

#### **17. TERMINATION FOR DEFAULT:**

- a) The State may, subject to the clause titled “**18. Force Majeure**”, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
  - i. Perform the Services within the time specified in the Contract or any amendment thereto;
  - ii. Make progress, so that the lack of progress endangers performance of this Contract; or
  - iii. Perform any of the other provisions of this Contract.
- b) The State’s right to terminate this Contract under subsection a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State’s cure notice, which in no event will be less than thirty (30) days, unless otherwise provided.
- c) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it. The State shall pay Contract price for completed and accepted Deliverables and Services.
- d) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled “**20. Limitation of Liability.**”

#### **18. FORCE MAJEURE:**

Except for defaults of subcontractors at any tier, and any Contractor responsibilities concerning disaster recovery and/or business continuity, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

**19. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**

- a) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any subsequent loss or damage sustained by the State in procuring any Deliverables or Services which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability"); and
- b) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to the Contractor or to make a claim against the Contractor therefore.

**20. LIMITATION OF LIABILITY:**

- a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, or the Department of Technology, Deputy Director, Statewide Technology Procurement, or designee, as applicable, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this subsection a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or Service(s) that gave rise to the loss, such that the Contractor will have a separate limitation of liability for each purchase order.
- b) The foregoing limitation of liability shall not apply:

- i. to any liability under provisions herein entitled “Compliance with Statutes and Regulations”;
  - ii. to liability under provisions herein entitled “Patent, Copyright, and Trade Secret Indemnity” or to any other liability (including without limitation indemnification obligations) for infringement of third-party intellectual property rights;
  - iii. to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by the Contractor's negligence or willful misconduct;
  - iv. to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action; or
  - v. to direct costs of mitigation, remediation, and/or notification obligations set forth in the SaaS Special Provisions, resulting from any Data Breach as defined therein, and resulting from the Contractor's failure to perform or negligent acts of its personnel.
- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) IN NO EVENT WILL EITHER THE CONTRACTOR OR THE STATE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES, EXCEPT (I) TO THE EXTENT THAT THE CONTRACTOR'S LIABILITY FOR SUCH DAMAGES IS SPECIFICALLY SET FORTH IN THE STATEMENT OF WORK OR (II) TO THE EXTENT THAT THE CONTRACTOR'S LIABILITY FOR SUCH DAMAGES ARISES OUT OF SUBSECTION b) (i), b)(ii), OR b)(iv) ABOVE.

## **21. INDEMNIFICATION:**

The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, Services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that
  - i. when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
  - ii. where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services or the Department of Technology, as applicable, will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
  - iii. the State will reasonably cooperate in the defense and in any related settlement negotiations.

## **22. INVOICES:**

Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

## **23. REQUIRED PAYMENT DATE:**

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than forty-five (45) days after:

- a) the date of acceptance of Deliverables or performance of Services; or
- b) receipt of an undisputed invoice, whichever is later.

## **24. TAXES:**

Unless otherwise required by law:

- a) the State of California is exempt from Federal excise taxes; and

- b) the State will only pay for any applicable State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

**25. CONTRACT MODIFICATION:**

- a) No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- b) Notwithstanding subsection a) above, service agreements may be modified by Contractor from time to time, but any such modifications will not degrade the functionality or security features of the SaaS. Service agreements shall be subject to section 11 (f) Order of Precedence.

**26. CONFIDENTIALITY OF DATA:**

- a) All Customer Data made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure by use of the same or more effective confidentiality requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's confidentiality requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. Any additional requirements to ensure confidentiality of data shall be set forth in the SOW. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties. Contractor shall sign a security and confidentiality statement. Contractor is responsible for all Contractor personnel assigned to this Contract and will have appropriate agreements in place to enable Contractor to meet its obligations hereunder.
- b) The parties acknowledge information transmitted by the State to the Contractor and/or Service Provider may inadvertently contain Federal Tax Information (FTI). The State will use all reasonable efforts to prevent the transmittal of FTI to



Contractor and/or Service Provider under this Contract. The State further acknowledges that the Contractor and/or Service Provider does not require any "access" to, or "receipt" or "storage" of FTI to perform the Services under the Contract. The Contractor and/or Service Provider further acknowledges that Contractor and/or Service Provider shall not knowingly access or permit access to such FTI, unless directed by the State. Access to FTI is out-of-scope of the Services. To the extent that Contractor's and/or Service Provider's access to FTI is "incidental" to Contractor's provision of Services, it is the parties' view that such incidental exposure should not legally subject Contractor and/or Service Provider to the Internal Revenue Service (IRS) requirements set forth in IRS Publication 1075, section 11.2. If, however, the IRS ultimately takes a contrary position, and determines that Contractor, Service Provider and/or the State should have nevertheless complied with the requirements of IRS Publication 1075, the parties will immediately commence an evaluation of the feasibility of continued performance under the Contract.

#### **27. NEWS RELEASES:**

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

#### **28. DOCUMENTATION:**

The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the equipment, Services, or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.

#### **29. RIGHTS IN WORK PRODUCT:**

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, customized software, and other Documentation or improvements thereto, and including the Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be the Contractor's exclusive property. The State shall retain all ownership rights in any software or modifications, customization and/or configuration thereof and associated documentation

designed, developed or installed with Federal financial participation as required by subdivision (a) of 45 CFR 95.617. Proprietary operating/vendor software and/or SaaS packages, prior to any modification, customization and/or configuration, which are provided at established catalog or market prices and sold, leased or otherwise provided for use to the general public shall not be subject to the ownership provisions in required by subdivisions (a) and (b) of 45 CFR 95.617. The provisions of this subsection “a)” may be revised in a Statement of Work.

- b) Software, other components of SaaS, and materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Contract or applicable purchase order (“Pre-Existing Materials”) do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 29 will be construed to interfere with the Contractor’s or its affiliates’ ownership of Pre-Existing Materials.
- c) The State and the Federal government, pursuant to subsection (b) of 45 CFR 95.617, will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. “Government Purpose Rights” are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. “Government Purpose Rights” also include the right to release or disclose the Work Product outside the State for any State and Federal government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State and Federal government purpose. Such recipients of the Work Product may include, without limitation, State contractors, California local governments, the U.S. federal government, and the state and local governments of other states. “Government Purpose Rights” do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose. This subsection and the rights thereunder may be modified as required for federally funded SaaS pursuant to federal law or regulations, including, but not limited to, 7 CFR 277.18 and 45 CFR 95.617.
- d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State, may be used by either party without obligation of notice or accounting.

- e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

### **30. SOFTWARE LICENSE:**

A Service may require the use of Software Products to facilitate use of the Service. Unless otherwise specified in the Statement of Work and subject to the Government Purpose Rights set forth in Provision 29, subsection c), the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a royalty-free, non-exclusive license to use the Software Products in this Contract. The State may use the Software Products only in connection with use of the Service and according to any licensing terms if specified in a Statement of Work or otherwise in the Contract. Acceptance of Software (including third party Software) will be governed by the terms and conditions of this Contract.

### **31. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:**

- a) The State agrees that all material appropriately marked or identified in writing as proprietary and furnished hereunder by the Contractor are provided for the State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to ensure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act, or other lawful process (e.g., in response to a subpoena);
- b) The State will ensure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed; and
- c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection and security of proprietary materials and data, subject to the California Public Records Act and other applicable law.

### **32. FUTURE RELEASES:**

Unless otherwise specifically provided in the Statement of Work, if improved versions (e.g., patches, bug fixes, updates or releases) or upgrades of any SaaS versions or Software Product are developed by the Contractor, and are made available to other customers, they will be made available to the State at no additional cost only if such are made available to other customers at no additional cost.

### **33. ENCRYPTION AND AUTHORIZATION KEYS:**

Upon initiation of Service, Contractor will provide all encryption and authorization keys required by the State to operate or access the Software Products or Services.

### **34. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:**

- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section).
- b) Unless a Third-Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:
  - i. The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
  - ii. The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services or the Department of Technology, as applicable, will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- c) Should the Software Products or Services, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of

infringement or violation of a U.S. Intellectual Property Right, the State shall, subject to prior approval, permit the Contractor, at its option and expense, either to procure for the State the right to continue using the Services, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Services by the State shall be prevented by injunction, the State shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge and the Contractor shall refund any sums the State has paid the Contractor less any reasonable amount for use or damage.

- d) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
- i. The combination or utilization of Deliverables furnished hereunder with Goods or Software not made or furnished by the Contractor; or
  - ii. The combination or utilization of Software or Services not made or furnished by the Contractor, and introduced into the States computing environment; or
  - iii. The modification initiated by the State, or a third party at the State's direction, of any Software or Service furnished hereunder; or
  - iv. The combination or utilization of Software furnished hereunder with non-Contractor supplied Software.
- e) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of Software in violation of any U.S. Intellectual Property laws.

### **35. DISPUTES:**

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the contracting Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have thirty (30) days after receipt of Contractor's

written demand invoking this Section “Disputes” to render a written final decision. If a written decision is not rendered within thirty (30) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention.

- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of Services in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.
- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the contracting Department Director, or designee. The State's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in subsection a) above. The Department Director or designee shall have thirty (30) days to render a final decision. If a final decision is not rendered within thirty (30) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- e) The dates of decision in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

### **36. STOP WORK:**

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract in the Statement of Work for a period up to forty-five (45) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified

as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of forty-five (45) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:

- i. Cancel the Stop Work Order; or
  - ii. Terminate the work covered by the Stop Work Order as provided for in the Termination for Default or the Termination for Convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
- i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
  - ii. The Contractor asserts its right to an equitable adjustment within sixty (60) days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

### **37. EXAMINATION AND AUDIT:**

The Contractor agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation directly pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner

so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.

**38. FOLLOW-ON CONTRACTS:**

- a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
  - i. will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
  - ii. will not act as consultant to any person or entity that does receive a Contract described in subsection (I). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
  - i. development of or assistance in the development of work statements, specifications, solicitations, feasibility studies, or project approval documentation;
  - ii. development or design of test requirements;
  - iii. evaluation of test data;
  - iv. direction of or evaluation of another Contractor;
  - v. provision of formal recommendations regarding the acquisition of Information Technology products or services; or
  - vi. provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application



would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:

- i. to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
  - ii. where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

#### **39. PRIORITY HIRING CONSIDERATIONS:**

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC section 10353.

#### **40. COVENANT AGAINST GRATUITIES:**

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part and any loss or damaged sustained by the State in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided in law or equity.

#### **41. NONDISCRIMINATION CLAUSE:**

- a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and

AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement; and

- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

#### **42. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC section 10296.

#### **43. ASSIGNMENT OF ANTITRUST ACTIONS:**

- a) Pursuant to Government Code sections 4552, 4553, and 4554, the following provisions are incorporated herein:
- b) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tender's final payment to the supplier;
- c) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon

demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery; and

- d) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and:
- i. the assignee has not been injured thereby, or
  - ii. the assignee declines to file a court action for the cause of action.

#### **44. DRUG-FREE WORKPLACE CERTIFICATION:**

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a);
- b) Establish a Drug-Free Awareness Program as required by Government Code section 8355(b) to inform employees about all of the following:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code section 8355(c), that every employee who works on the proposed or resulting Contract:
  - i. will receive a copy of the company's drug-free policy statement; and
  - ii. will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

#### **45. FOUR-DIGIT DATE COMPLIANCE:**

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and Services to the State. "Four-Digit Date Compliant"

Deliverables and Services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

**46. SWEATFREE CODE OF CONDUCT:**

- a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code section 6108; and
- b) The Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

**47. RECYCLED CONTENT REQUIREMENTS:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material (as defined in the Public Contract Code (PCC) section 12200-12209), in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no post- consumer recycled material, and even if the post-consumer content is unknown.

With respect to printer or duplication cartridges that comply with the requirements of section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of post-consumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor

Internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).

**48. CHILD SUPPORT COMPLIANCE ACT:**

For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC section 7110, that:

- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**49. AMERICANS WITH DISABILITIES ACT AND PUBLIC WEBSITE ACCESSIBILITY**

- a) The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.). The State is responsible for ensuring that public websites are accessible to both the general public and that internal electronic and Information Technology systems are accessible by state employees, including persons with disabilities. Contractor shall assist the State in meeting its responsibilities.
- b) In accordance with Cal. Gov. Code section 7405(b), the Contractor shall have an ongoing obligation to promptly respond to and resolve any complaint regarding accessibility of its electronic and Information Technology products and Services that is brought to the attention of the Contractor, pursuant to Section 7(e) above.

**50. ELECTRONIC WASTE RECYCLING ACT OF 2003:**

The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

### **51. USE TAX COLLECTION:**

In accordance with PCC section 10295.1, the Contractor certifies that it complies with the requirements of section 7101 of the Revenue and Taxation Code.

Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC section 10295.1.

### **52. EXPATRIATE CORPORATIONS:**

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC sections 10286 and 10286.1, and is eligible to contract with the State.

### **53. DOMESTIC PARTNERS:**

For contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.

### **54. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a) If for this Contract the Contractor made a commitment to achieve small business participation, then the Contractor must within sixty (60) days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.); and
- b) If for this Contract the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within sixty (60) days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false

information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**55. LOSS LEADER:**

It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in section 17030 of the Business and Professions Code. (PCC 12104.5(b).).

## **14 EXHIBIT A, STATEMENT OF WORK, ATTACHMENT 5: CLOUD COMPUTING – SERVICES SPECIAL PROVISIONS FOR THE EVV PHASE II PROJECT (REV 3/15/18)**

**THESE SPECIAL PROVISIONS ARE ONLY TO BE USED FOR SOFTWARE AS A SERVICE (SaaS), AS DEFINED BELOW. THESE SPECIAL PROVISIONS ARE TO BE ATTACHED TO THE GENERAL PROVISIONS – INFORMATION TECHNOLOGY AND SHOULD BE ACCOMPANIED BY, A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA). SECURITY REQUIREMENTS DESIGNATED IN THIS DOCUMENT ARE ASSUMING A NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST) LOW CLASSIFICATION, UNLESS OTHERWISE SET FORTH IN THE SOW. A HIGHER CLASSIFICATION MAY REQUIRE DIFFERENT SECURITY REQUIREMENTS. STATE AGENCIES MUST FIRST:**

- A. CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5305.5;**
  - B. CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;**
  - C. MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.**
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### **1. DEFINITIONS**

- a) **“Cloud Software as a Service (SaaS)”** - The capability provided to the consumer is to use applications made available by the provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- b) **“Cloud Platform as a Service (PaaS)”** - The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.



- c) **“Cloud Infrastructure as a Service (IaaS)”** - The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems; storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).
- d) **“Data”** - means any information, formulae, algorithms, or other content that the State, the State’s employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. Data also includes user identification information and metadata which may contain Data or from which the State’s Data may be ascertainable.
- e) **“Data Breach”** - means any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- f) **“Encryption”** - Conversion of plaintext to ciphertext through the use of a Federal Information Processing Standards (FIPS) validated cryptographic algorithm. [FIPS 140-2]
- g) **“Recovery Point Objective (RPO)”** - means the point in time to which Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of Data immediately preceding the interruption. The RPO is detailed in the SLA.
- h) **“Recovery Time Objective (RTO)”** - means the period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption. The RTO is detailed in the SLA.

## **Terms**

- 2. SaaS AVAILABILITY:** Unless otherwise stated in the Statement of Work,
- a) The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
  - b) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work.
  - c) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.

- d) Contractor shall provide advance written notice to the State in the manner set forth in the Statement of Work of any major upgrades or changes that will affect the SaaS availability.

**3. DATA AVAILABILITY:** Unless otherwise stated in the Statement of Work,

- a) The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work if the State is unable to access the Data as a result of:
  - 1) Acts or omission of Contractor;
  - 2) Acts or omissions of third parties working on behalf of Contractor;
  - 3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;
  - 4) Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor's direct or express control.
- c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.

**4. SaaS and DATA SECURITY:**

- a) In addition to the Compliance with Statutes and Regulations provision set forth in the General Provisions – Information Technology, Contractor shall certify to the State:
  - 1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;
  - 2) Compliance with the following:
    - i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
    - ii. Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third party audit results and Contractor's plan to

- correct any negative findings shall be made available to the State upon request;
- iii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third party audit results and Contractor's plan to correct any negative findings and implementation progress reports shall be made available to the State upon request; and
  - iv. Privacy provisions of the Federal Privacy Act of 1974;
- 3) Compliance with industry standards and guidelines applicable to the SaaS services being provided. Relevant security provisions may include, but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.
- b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Contract to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data.
  - c) Contractor shall allow the State reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Contract and the State's Data, at no cost to the State.
  - d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.
  - e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by the State.
  - f) Remote access to Data from outside the continental United States, including remote access to Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance in writing by:
    - 1) the Agency Information Security Officer, with written notice to the State Chief Information Security Officer, or
    - 2) in the absence of an Agency Information Security Officer, the State Chief Information Security Officer.

- 5. ENCRYPTION:** Confidential, sensitive or personal information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.
- 6. DATA LOCATION:** Unless otherwise stated in the Statement of Work and approved in advance in writing by:
- 1) the Agency Information Security Officer, with written notice to the State Chief Information Security Officer, or
  - 2) in the absence of an Agency Information Security Officer, the State Chief Information Security Officer, the physical location of Contractor's data center where the Data is stored shall be within the continental United States.
- 7. RIGHTS TO DATA:** The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the State, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.
- 8. TRANSITION PERIOD:**
- a) Unless otherwise stated in the SOW, for ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist the State in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").
  - b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment.
  - c) During the Transition Period, SaaS and Data access shall continue to be made available to the State without alteration.
  - d) Contractor agrees to compensate the State for damages or losses the State incurs as a result of Contractor's failure to comply with this section in accordance with the Limitation of Liability provision set forth in the General Provisions - Information Technology.

- e) Unless otherwise stated in the SOW, the Contractor shall permanently destroy or render inaccessible any portion of the Data in Contractor's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
- f) The State at its option, may purchase additional transition services as agreed upon in the SOW.

**9. DATA BREACH:** Unless otherwise stated in the Statement of Work,

- a) Upon discovery or reasonable belief of any Data Breach, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:
  - 1) The nature of the Data Breach;
  - 2) The Data accessed, used or disclosed;
  - 3) The person(s) who accessed, used, disclosed and/or received Data (if known);
  - 4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
  - 5) What corrective action Contractor has taken or will take to prevent future Data Breaches.
- b) Contractor will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the State's satisfaction.
- c) Contractor shall quarantine the Data Breach, ensure secure access to Data, and repair SaaS as needed in accordance with the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
- d) Notwithstanding anything to the contrary in the General Provisions - Information Technology, in performing services under this Contract, and to the extent authorized by the State in the Statement of Work, Contractor may be permitted by the State to use systems, or may be granted access to the State systems, which store, transmit or process State owned, licensed or maintained computerized Data consisting of personal information, as defined by Civil Code Section 1798.29 (g). If the Contractor causes or knowingly experiences a breach of the security of such Data, Contractor shall immediately report any breach of security of such system to the State following discovery or notification of the

breach in the security of such Data. The State's Chief Information Security Officer, or designee, shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the State and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.

- e) Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

**10. DISASTER RECOVERY/BUSINESS CONTINUITY:** Unless otherwise stated in the Statement of Work,

- a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform the State of:
  - 1) The scale and quantity of the Data loss;
  - 2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
  - 3) What corrective action Contractor has taken or will take to prevent future Data loss.
  - 4) If Contractor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Contract.
- b) Contractor shall restore continuity of SaaS, restore Data in accordance with the RPO and RTO as set forth in the SLA, restore accessibility of Data, and repair SaaS as needed to meet the performance requirements stated in the SLA.

Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.

- c) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

**11. EXAMINATION AND AUDIT:** In addition to the Examination and Audit provision set forth in the General Provisions - Information Technology, unless otherwise stated in the Statement of Work:

- a) Upon advance written request, Contractor agrees that the State or its designated representative shall have access to Contractor's SaaS, operational documentation, records and databases, including online inspections, that relate to the SaaS purchased by the State.
- b) The online inspection shall allow the State, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
  - 1) Operating system/network vulnerability scans,
  - 2) Web application vulnerability scans,
  - 3) Database application vulnerability scans, and
  - 4) Any other scans to be performed by the State or representatives on behalf of the State.
- c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, State-approved third party perform an information security audit. The audit results shall be shared with the State within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the State with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

**12. DISCOVERY:** Contractor shall promptly notify the State upon receipt of any requests which in any way might reasonably require access to the Data of the State or the State's use of the SaaS. Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request.

Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the State unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.



## **15 EXHIBIT A: STATEMENT OF WORK, ATTACHMENT 6: SPECIAL TERMS AND CONDITIONS**

### **15.1 NON-APPROPRIATION OF GOVERNMENT FUNDS**

It is mutually understood between the parties that this Contract may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Contract were executed after that determination was made.

This Contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Contract is subject to any additional restrictions, limitations, conditions, statutes enacted by the Congress or the State Legislature, or regulations promulgated by the federal or State government, that may affect the provisions, terms or funding of this Contract in any manner.

In addition to the provisions in the SOW Exhibit A, Attachment 4, Cloud Computing SaaS General Provisions, and SOW Exhibit A, Attachment 5, Cloud Computing Special Provisions, payment pursuant to this Contract, whether in whole or in part, is subject to and contingent upon the continuing availability of federal or State funds for the purposes hereof. If such funds, or any part thereof, become unavailable as reasonably determined by the State, or if the funds the State relied upon to establish or continue this Contract are withdrawn, not appropriated, reduced, or limited in any way, or if additional or modified conditions are placed on such funding or if federal or State statutes, regulations, or guidelines are modified, changed, or interpreted in such a way that the Services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract, the State in addition to its other remedies may proceed with any of the following alone or in conjunction: (i) issue a Stop Work Order for this Contract or the portion affected thereby; (ii) issue a change request to the extent the State determines is necessary; (iii) amend the Contract to reflect any reduction of funds; or (iii) five Days after providing Notice, immediately terminate this Contract, in whole or in part, under the SOW Exhibit A, Attachment 4, Cloud Computing SaaS General Provisions, and make payment to Contractor as provided in the SOW Exhibit A, Attachment 5, Cloud Computing SaaS General Provisions, as a Termination for Non-Appropriation of Funds or Funding Changes.

### **15.2 PUBLIC RECORDS REQUEST**

#### **15.2.1 PUBLIC RECORDS**

Notwithstanding anything to the contrary herein, the Contractor acknowledges that this Contract shall be a public record under State law. Any specific information that is

claimed by the Contractor to be proprietary or confidential information shall be clearly identified as such by the Contractor. To the extent consistent with State law, the State will maintain the confidentiality of all such information marked proprietary or confidential. In the event of a disagreement between the parties in determining whether information is proprietary or confidential, the State shall make the final determination. If the State determines that the information is not confidential or proprietary, the State shall disclose the information pursuant to the procedures below.

### **15.2.2 REQUEST FOR DISCLOSURE**

The State will notify the Contractor as soon as reasonably practicable of any and all public records requests for the Contractor's proprietary or confidential information in accordance with and subject to applicable State laws regarding disclosure of the Contractor's proprietary or confidential information. If the Contractor disagrees with the State's disclosure of the Contractor's proprietary or confidential information, the Contractor shall have the right to contest its disclosure in accordance with State law. If the Contractor fails to obtain a court order enjoining disclosure within seven (7) days of receiving notice, the State will release the identified requested information on the date specified by the State.

### **15.2.3 EXCEPTIONS**

The following information shall not be considered Contractor's proprietary or confidential information for the purposes of this Contract:

- Information which was already known to the receiving party, other than under an obligation of confidentiality, at the time of disclosure by the disclosing party; information which was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving party;
- Information which now is or hereafter becomes publicly known by other than a breach hereof;
- Information which is developed by one (1) party independently of any disclosures made by the other party of such information;
- Information which was received by the receiving party after disclosure to it from a third party who had a lawful right to disclose such information to it; and
- Information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the public. The party who receives such a subpoena shall promptly notify the other party.

### **15.2.4 WRITTEN STAFF AGREEMENTS**

Contractor agrees to require Contractor Staff to which Contractor makes available the State's confidential information to agree in writing to observe and perform all provisions of this section. Submission by the Contractor to the State Project Director of

Contractor's current internal process for ensuring the protection of confidential information substantially meets the requirements of this section in its entirety.

### **15.3 ADDITIONAL RIGHTS OF TERMINATION**

In addition to the rights of termination expressed in the SOW Exhibit A, Attachment 4, Cloud Computing SaaS General Provisions, the State has the following additional rights of termination:

#### **15.3.1 ADDITIONAL GROUNDS FOR TERMINATION FOR DEFAULT**

The State reserves the right to terminate this Contract in whole or in part if the Contractor fails to:

- Maintain any license or certification required by law or regulation to be held by the Contractor to provide the Services required by this Contract;
- Perform such that the State determines that the Contractor's failure to perform may jeopardize the health, safety, or welfare of persons receiving Services;
- Based upon a preponderance of the evidence, the State finds that the Contractor has engaged in fraudulent acts in connection with the performance of this Contract;
- The Contractor fails to correct Severity Level 1 and Severity Level 2 incidents within the timelines set forth in Exhibit A, Attachment 1, Service Level Agreements and Liquidated Damages;
- The Contractor is more than 90 Calendar Days behind schedule as established in the Project Schedule (ID: DEL-16); or
- Based on the preponderance of the evidence, the State finds that there is a violation by the Contractor of the State's then current conflict of interest rules, unless otherwise waived by the State in writing.

#### **15.3.2 GRATUITIES**

The State may, in addition to its other rights, immediately terminate this Contract for default if any gratuities in the form of entertainment, gifts or otherwise, were offered or given by the Contractor to an employee of the State, with a view towards securing this Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to this Contract.

#### **15.3.3 WITHHOLDS**

In the event of a termination for default, the State may withhold from any amounts due the Contractor for such Deliverables or Services such sum as the State determines to be necessary to protect the State against loss or liability. The State will make a reasonable effort to mitigate damages sustained.

#### **15.3.4 CONTRACTOR INELIGIBILITY TO BID**

If the State is required to re-procure or acquire from another vendor or vendors any Deliverable or Service covered by this Contract due to a termination for default of the Contractor, the Contractor shall be ineligible to bid on the re-procurement(s), in whole or in part.

### **15.3.5 INACCURATE TERMINATION FOR DEFAULT**

If, after Notice of termination for default, it is determined by the State or a court of competent jurisdiction that the Contractor was not in default or that the Contractor's failure to perform was due to causes beyond its control and without any material error or negligence of the Contractor or any of its Subcontractors or suppliers, the Notice of termination may be deemed by the State to have been issued as a termination for the convenience of the State, and the rights and obligations of the parties shall be governed accordingly.

## **15.4 TERMINATION AND EXPIRATION PROCEDURE**

### **15.4.1 AVAILABLE RIGHTS AND REMEDIES**

The rights and remedies of the State provided in these Special Terms and Conditions shall apply in the event of expiration or earlier termination of this Contract for default or convenience, shall not be exclusive, and are in addition to any other rights and remedies by law or equity or under this Contract.

### **15.4.2 DISPOSITION OF PROPERTY**

In the event of expiration or termination, the Contractor shall deliver or convey title to the State or to another entity named by the State any property specifically produced under this Contract, including without limitation, the Deliverables, work in process, partially completed plans, drawings, and information as designated by the State. The Contractor shall not be required to deliver any pre-existing materials.

### **15.4.3 CONTRACTOR COMPENSATION**

In the event of termination, the State shall pay Contractor the Charges stated in this Contract for the Deliverables and Services for which the State has given its Acceptance, subject to the State's rights and remedies herein. If the termination is for convenience, the State shall, in its discretion, also pay reasonable charges the Contractor can demonstrate to the satisfaction of the State have resulted from the termination. In determining the reasonable charges, Contractor shall use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices.

### **15.4.4 DETERMINATION OF AMOUNT DUE**

In arriving at the amount due to Contractor there shall be deducted all payments to Contractor under the terminated portion of this Contract and any claim which the State has against Contractor under this Contract.

#### **15.4.5 ASSISTANCE DURING TERMINATION**

Upon and following termination or expiration of this Contract, each party will assist the other party in the orderly termination of this Contract and the transfer of all assets, tangible and intangible, and of all Services, as may facilitate the orderly, non-disrupted continuation of the Project. Towards this end, Contractor shall assist the State at the State's request in transitioning the Services to State staff or another contractor in accordance with the Close-Out and Transition-Out requirements (Task Group #20).

#### **15.4.6 CONTRACTOR ACTIONS AFTER NOTICE OF TERMINATION**

After Contractor receives a written Notice of termination, and except as otherwise directed by the State Project Director, Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Contract:

- Stop work on the date and to the extent specified in a Notice of termination;
- Place no further orders and cease to enter into subcontracts for materials, services, or facilities, except as necessary to complete the portion of the work not terminated;
- Terminate all subcontracts to the extent they relate to the work terminated;
- Settle all outstanding liabilities and provide termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which by the State will be final for purposes of this Contract;
- Complete performance of the work not terminated; and
- Take any action that may be necessary or as the State may direct for the protection and preservation of the property related to this Contract that is in the possession of Contractor and in which the State has or may acquire an interest and to mitigate any potential damages or requests for adjustment or termination settlement to the maximum practical extent to the Contractor upon refund of any amounts paid.

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## **16 EXHIBIT B, ATTACHMENT 1: PAYMENT PROVISIONS**

### **16.1 PAYMENT TERMS**

Subject to receipt of a correct invoice, Contractor's performance of its obligations in accordance with the terms of the Contract, and to the State's exercise of its rights and remedies, the State shall pay the Contractor the charges for each Payment Milestone, Deliverable, Service, or other cost following its Acceptance and as described on such invoices which are issued and submitted in accordance with the terms of this Contract, within forty-five (45) calendar days of receipt of such invoices.

Contractor shall be reimbursed for the actual costs, including tax and delivery fees, for all Hardware, Software, and Equipment necessary to implement the proposed solution and approved for purchase in advance by the State via the State-approved change control process.

Payment shall be made in accordance with SOW Exhibit A, Attachment 4, Cloud Computing SaaS General Provisions, and shall not be due until receipt of an accurate invoice following the Acceptance of an applicable Payment Milestone, Deliverable, Service, or approved purchase.

Contractor shall be paid the amounts proposed in Exhibit 23, Cost Workbook. In no case will the maximum number of hours allowed or the base Contract price exceed that proposed in Exhibit 23, Cost Workbook.

Contractor shall be paid hourly for unanticipated tasks, based on the actual hours worked by Contract staff, at the hourly rates proposed in Exhibit 23, Cost Workbook, not to exceed the unanticipated tasks value calculated in Exhibit 23, Cost Workbook.

Following the base Contract term, if the State exercises its option to purchase optional M&O services, Contractor shall be paid, in arrears for M&O services, not to exceed the contracted amount for optional M&O.

In accordance with Public Contract Code section 12112, the State will withhold, from each invoiced payment amount to Contractor, an amount equal to ten percent (10%) of the payment, as indicated in Exhibit 23, Cost Workbook.

For State-approved Deliverables and State-selected mandatory optional functionality, the State will pay the Contractor at specified payment milestones throughout the Project, with the Payment Task Group #9 and #16 (10% withheld from each previous payments), made following PCS Acceptance and HHCS Acceptance, respectively.

If the State exercises its option to implement any portion of the mandatory optional requirements, the contracted price will be allocated within one of the specified payment milestones.

Payments for M&O are not subject to withholding.

## **16.2 WITHHOLDS**

The State shall have the right to withhold or delay payments to Contractor, in whole or in part, if Contractor fails to perform its obligations as set forth in this Contract.

The State shall withhold such payments or a portion thereof, without penalty or work stoppage by Contractor, until such failure to perform is cured. Acceptance shall not be unreasonably withheld or delayed.

## **16.3 INVOICING**

All invoices submitted shall be approved by the State Project Director or designee prior to payment.

Contractor shall submit invoices not more frequently than monthly.

In no event shall Contractor submit invoices later than twelve (12) months following the date charges were incurred. The State will not pay any invoice submitted more than twelve (12) months after the date charges were incurred.

Invoices shall include the following information:

- Contractor's name, address, and phone number
- Contract number
- Invoice number
- Invoice date
- Itemized expenses or Payment Milestone as proposed in Exhibit 23: Cost Workbook
- Dates of services performed
- Personnel name, classification, hourly rate, and hours worked
- A certification statement signed by a company official attesting to the accuracy of the invoice

Invoices shall account for each billable item, description, and cost, with summary totals.

Contractor shall not increase the amounts due from the State for Services and Deliverables under this Contract.

Contractor shall not add service fees to reimbursement invoices.

Upon request by the State, invoices shall be accompanied by signed timesheets verifying for each Contractor Staff the hours worked on the Project during the time period covered by the invoice.

Contractor shall provide additional documentation supporting its invoices upon request by the State.



Additional invoice descriptions may be mutually agreed upon by the State and Contractor.

All invoices, bills of lading, shipping memos, packages, and any other form of correspondence shall refer to the Contract by number plus any unique identifier generated by the State on an approved change request form.

In the event hardware or equipment is purchased, invoices shall account for each item by model number, serial number, and physical location with applicable costs broken down by item price and applicable sales tax.

Contractor may invoice the State for a Payment Milestone following State Acceptance of all Deliverables for the Task Group(s) associated with the Payment Milestone, as defined in the Exhibit 23, Cost Workbook, Worksheet #3 (Base Contract Payment), or as otherwise approved in writing by the State Project Director.

Contractor may submit an invoice for each Payment Milestone in the amount proposed in Exhibit 23, Cost Workbook, or as otherwise approved in writing by the State Project Director for an amount less than the full Payment Milestone amount.

Contractor shall attach to each Payment Milestone invoice the State-signed Deliverable Acceptance Documents (DADs) for all Deliverables associated with the Payment Milestone, as defined in Exhibit 23, Cost Workbook, Worksheet #3 (Base Contract Payment), or as otherwise approved in writing by the State Project Director.

Contractor may invoice the State monthly, in arrears, for actual hours worked, by staff members, to perform State-authorized unanticipated tasks.

Following the base Contract term, if the State exercises its option to purchase optional M&O services, the Contractor may invoice the State monthly, in arrears, for services provided and for actual hours worked by staff member for State-approved unanticipated work.

Contractor shall submit invoices via email to [AccountsPayable@osi.ca.gov](mailto:AccountsPayable@osi.ca.gov) and [EVVP2Project@osi.ca.gov](mailto:EVVP2Project@osi.ca.gov). Invoices submitted via email should include the following information in the Subject Line: company name, purchase order/contract agreement number, and invoice number. For example: *XYZ Corp., PO/Contract #867, INV# 5309*.

Contractor shall submit only one invoice per email and include the invoice and all supporting documents required as PDF attachments to the email. The State will not accept multiple invoices submitted in a single email.

Contractor must include with email invoices an attachment of all supporting documents as required by this Contract.

If requested by the State, the Contractor shall submit hard copy invoices with an original and two copies to:

Office of Systems Integration  
Attention: Accounting Office  
2495 Natomas Park Drive, Suite 640  
Sacramento, California 95833

Contractor shall make every effort to reconcile incorrect invoices in a timely manner, not to exceed thirty (30) calendar days from notice by the State of a discrepancy.

The State shall withhold payments for disputed invoices, or if divisible, disputed portions of an invoice until the discrepancies have been resolved.

#### **16.4 BUDGET CONTINGENCY**

Notwithstanding any other provision of this Contract, if the Annual State Budget Act of the current year or any subsequent years is not approved by the constitutional or statutory deadlines for enacting a budget and as a result the State's spending authority for this Contract temporarily lapses, upon the request of the State based upon a reasonable good faith understanding that the Project will continue to operate and be funded when the Annual State Budget Act is passed by the Legislature and signed by the Governor, Contractor shall continue to provide the Services contracted for pursuant to this Contract and the State shall pay the Contractor, absent any late fees and/or penalties, for such services upon subsequent passage of the Annual State Budget Act continuing the Project.

#### **16.5 TRANSPORTATION AND INSURANCE CHARGES**

The costs associated with transportation, delivery, and insurance of each Deliverable, if any, shall be paid for by Contractor and shall not be charged to the State.

#### **16.6 CONTRACTOR EXPENSES**

The consideration to be paid to Contractor, as provided herein, shall be in compensation for all of the Contractor's State-approved expenses incurred in the performance hereof, unless otherwise expressly agreed to in writing by the State Project Director prior to the expenditure of such funds.

#### **16.7 OVERPAYMENTS TO CONTRACTOR**

Contractor shall promptly refund to the State the full amount of any erroneous payments, incorrect payments, or overpayments upon determination by Contractor or upon receipt of notice from the State Project Director or designee provided that such notice sets forth in reasonable detail the basis for the State's determination of an erroneous payment, incorrect payment, or overpayment.

#### **16.8 CREDITS AND RIGHT TO SET OFF**

Amounts due to the State by the Contractor, including but not limited to liquidated damages or claims for damages, whether disputed or not, may be deducted, credited, or set-off by the State from any money payable to Contractor pursuant to this Contract.

Any such amounts due to the State under this Contract may be applied against the Contractor's invoices with appropriate information attached.

#### **16.9 ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of Payment Milestones, services, or Deliverables to be supplied under this Contract shall be provided by the State.

#### **16.10 REDUCTION IN PRICE**

If there is a material reduction in the work or services that the Contractor provided to the State, there shall be an equitable reduction in the price the State pays to the Contractor for such work or services.

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## **17 SOLICITATION FORMS**


The following exhibits and attachments, of Part 2 of the solicitation template are the forms the Bidder must complete and return with Final Proposal, including the STD 213, SOW, administrative forms, qualification forms, bid requirement responses and all exhibits/attachments discussed in Part 1.

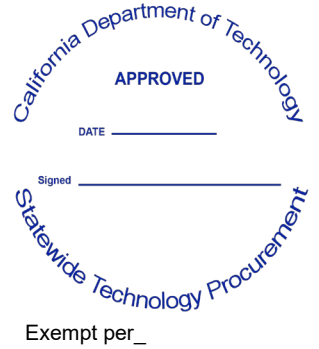
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**EXHIBIT 1: SAMPLE TECH 213, STANDARD AGREEMENT  
 FOR IT GOODS/SERVICES ONLY**

STATE OF CALIFORNIA DEPARTMENT OF TECHNOLOGY  
 STATEWIDE TECHNOLOGY PROCUREMENT  
**STANDARD AGREEMENT**

TECH 213 (NEW 12/2018)	PURCHASING AUTHORITY NUMBER (if applicable)	REGISTRATION NUMBER AGREEMENT NUMBER																					
<p>1. This Agreement is entered into between the Contracting Agency and the Contractor named below:</p> <p>_____</p> <p>CONTRACTING AGENCY NAME</p> <p>_____</p> <p>CONTRACTOR NAME</p>																							
<p>2. The term of this Agreement is:</p> <p>Start Date: _____</p> <p>End Date: _____</p>																							
<p>3. The maximum amount of this Agreement is: \$ _____</p>																							
<p>4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 8%;">EXH</th> <th style="width: 82%;">TITLE</th> <th style="width: 10%;">PAGES</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">A</td> <td>Statement of Work</td> <td></td> </tr> <tr> <td style="text-align: center;">B</td> <td>Budget Detail and Payment Provisions</td> <td></td> </tr> <tr> <td style="text-align: center;">C</td> <td>*General Provisions (Information Technology) GSPD 401IT Rev Date:</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p><i>Items shown with an asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <a href="https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language">https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language</a></i></p>			EXH	TITLE	PAGES	A	Statement of Work		B	Budget Detail and Payment Provisions		C	*General Provisions (Information Technology) GSPD 401IT Rev Date:										
EXH	TITLE	PAGES																					
A	Statement of Work																						
B	Budget Detail and Payment Provisions																						
C	*General Provisions (Information Technology) GSPD 401IT Rev Date:																						
<p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>																							
<b>CONTRACTOR</b>		<b>Department of Technology, Statewide Technology Procurement Use Only</b>																					
CONTRACTOR NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>																							
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED																						

PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
<b>STATE OF CALIFORNIA</b>	
CONTRACTING AGENCY NAME	
CONTRACTING AGENCY AUTHORIZED SIGNATURE 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
CONTRACTING AGENCY ADDRESS	





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**EXHIBIT 2: INTENT TO BID**

California Department of Technology  
 Statewide Technology Procurement  
 P. O. BOX 1810, MS Y12  
 Rancho Cordova, CA 95741  
 Phone:  
 E-mail address:

We: (select one)

- Intend to submit a bid and have no problem with the solicitation requirements.
- Intend to submit a bid, but have one or more problem(s) with the requirements. Use the applicable form(s) to document your concerns on Attachment 1, Template for Question Submittal or on Attachment 2, Template for Request for Changes submittal, by the due dates specified in Section 2.3, Key Action Dates, of the solicitation.
- Does not intend to submit a bid and have one or more problem(s) with the solicitation requirements. Use the applicable form(s) to document your concerns on Attachment 1, Template for Question Submittal or Attachment 2, Template for Request for Change Submittal by the due dates specified in Section 2.3, Key Action Dates of the solicitation.

The individual to whom all information regarding this solicitation shall be transmitted is:

Name:	
Address:	
City, State and ZIP Code:	
Telephone & Fax (if applicable):	
E-Mail:	

Sincerely,

_____	_____	_____
Name (Signature)	Name and Title	Email
_____	_____	_____
Company	Telephone	Fax

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### **EXHIBIT 3: CONFIDENTIALITY STATEMENT**

As an authorized representative or corporate officer of the company name below, I have the authority to bind the company contractually, and I agree that all persons employed by this company will adhere to the following policy:

All information belonging to the California Department of Technology (CDT) or its affiliated agencies is considered sensitive and confidential and cannot be disclosed to any person or entity that is not directly approved to participate in the work required to execute this Agreement.

I certify that I will keep all project information including (but not limited to) information concerning the planning, processes, development or procedures of the project, and all communication with CDT or its affiliates related to any solicitation process, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless CDT has on file a Confidentiality Statement signed by the other person(s), and the disclosure is authorized and necessary for the project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, terms and conditions, concepts and discussions, as well as written and electronic materials. I further understand that if I leave this project before it ends, I must still keep all project information confidential. I agree to follow any instructions provided by the project relating to the confidentiality of project information.

I fully understand that any unauthorized disclosure I make may be basis for civil and/or criminal penalties. I agree to advise the Contract Manager immediately in the event of an unauthorized disclosure, inappropriate access, misuse, theft or loss of data.

I warrant that if my company is awarded the Contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the State that such third party has an agreement with the State similar in nature to this one.

All materials provided for this Project, except where explicitly stated will be promptly returned or destroyed, as instructed by an authorized CDT representative. If the materials are destroyed and not returned, a letter attesting to their complete destruction, which documents the destruction procedures, must be sent to the Contract Manager before payment can be made for services rendered. In addition, all copies or derivations, including any working or archival backups of the information, will be physically and/or electronically destroyed within five (5) calendar days immediately following either the end of the Contract period or the final payment, as determined by the contracting Agency/state entity.

All personnel assigned to this project shall be provided a Confidentiality Statement and will be expected to sign and return it to the State's project manager before beginning work on this project.

Representative Name:	
Representative Title:	
Phone Number:	
Company Name:	
Address:	
City/State/Zip Code:	
Signature:	
Date:	

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**EXHIBIT 4: RESPONSE TO ADMINISTRATIVE REQUIREMENTS**

The Bidder must indicate agreement to each of the Administrative Requirements in the table below as described in Section 3.9. By indicating “Yes,” the Bidder affirms that it understands the requirement and agrees to comply with the requirement. Answering “No” to any of the mandatory administrative requirements in the Final Proposal will deem the Bidder non-responsive and will be the basis for rejecting the Bidder’s proposal.

<b>RFP Section</b>	<b>Administrative Requirement – RFP Section 3</b>	<b>Bidder Agrees Yes / No</b>
3.2	Ability to Perform	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.3	Primary Bidder	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.4	Subcontractors	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.5	Amendment	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.6.1	Financial Stability	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.7	General Provisions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.7.1	General Provisions – SaaS General Provisions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.7.2	Cloud Computing Services Special Provisions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.8	Commercial General Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.21	Socioeconomic Programs	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.22	Productive Use Requirements	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.22.1	Customer In-Use	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.22.3	Hardware/Equipment	<input type="checkbox"/> Yes <input type="checkbox"/> No

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**EXHIBIT 5: BIDDER DECLARATION GSPD 05-105**

ATTACH THE BIDDER DECLARATION GSPD-05-105 AS EXHIBIT 5.

*The Bidder Declaration GSPD-05-105* and its instructions are available as a fill and print PDF at: <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-106.pdf>

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**EXHIBIT 6: SECRETARY OF STATE CERTIFICATION**

ATTACH A COPY OF THE BIDDER'S SECRETARY OF STATE CERTIFICATION STATUS AS EXHIBIT 6.

For more information on certification/status of registration, refer to the following website link:

<http://kepler.sos.ca.gov/>

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**EXHIBIT 7: WORKERS' COMPENSATION CERTIFICATION**

**The undersigned in submitting this document hereby certifies the following:**

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this Contract.

---

**Signature**

---

**Date**

---

**Name and Title (Print or Type)**

---

**Street Address**

---

**Firm Name**

---

**City, State, ZIP code**

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**EXHIBIT 8: SELLER'S PERMIT CERTIFICATION**

ATTACH A COPY OF THE CALIFORNIA SELLER'S PERMIT AS EXHIBIT 8.

For more information on a seller's permit or certification of registration, refer to the following link:

<http://boe.ca.gov/>

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**EXHIBIT 9: PAYEE DATA RECORD**

ATTACH THE STD. 204, PAYEE DATA RECORD AS EXHIBIT 9.

Refer to the following website link to obtain the appropriate form and information for the Payee Data Record (STD 204):

<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

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### EXHIBIT 10: IRAN CONTRACTING ACT OF 2010

#### IRAN CONTRACTING ACT

(Public Contract Code § 2202-2208)

Prior to bidding on, submitting a proposal or executing a Contract or renewal for a State of California Contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) or the Department of Technology, as applicable, pursuant to Public Contract Code § 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or Contract pursuant to Public Contract Code § 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law (Public Contract Code § 2205) establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the Contract for which the false certification was made; Contract termination; and three-year ineligibility to bid on Contracts.

#### OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed):  	Federal ID Number (or n/a):  
--	-------------------------------------

By (Authorized Signature):	
Printed Name and Title of Person Signing:	
Date Executed:	Executed in:

**EXHIBIT 10: IRAN CONTRACTING ACT OF 2010, continued**

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code Sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into or renew a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed):	Federal ID Number (or n/a)
By (Authorized Signature):	
Printed Name and Title of Person Signing:	Date Executed:

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**EXHIBIT 11: CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

Pursuant to Public Contract Code Section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

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**EXHIBIT 12: BONDABILITY DOCUMENT**

ATTACH A COPY OF THE BONDABILITY DOCUMENT REQUIRED WITH FINAL PROPOSAL SUBMITTAL PER RFP SECTION 3.20 AS EXHIBIT 12.

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### **EXHIBIT 13: DVBE DECLARATIONS**

ATTACH THE STD 843, DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS AS EXHIBIT 13.

The STD. 843, Disabled Veteran Business Enterprise Declarations and its instructions are available as a fill and print PDF at:

[https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf)

[https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Small\\_Business\\_and\\_Disabled\\_Veteran\\_Business\\_Enterprise\\_Best\\_Practices](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Small_Business_and_Disabled_Veteran_Business_Enterprise_Best_Practices)

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## EXHIBIT 14: BIDDING PREFERENCES AND INCENTIVES

THE BIDDER MUST COMPLETE ALL SECTIONS BELOW AND SUBMIT WITH ITS PROPOSAL.

### 1. SMALL BUSINESS PREFERENCE:

Bidder must check the appropriate box from the choices below.

- I am a DGS certified Small Business and claim the Small Business Preference.  
My DGS Small Business certification number is:
- I have recently filed for DGS Small Business Preference but have not yet received certification, but I am claiming the Small Business Preference.
- I am not a DGS certified Small Business, but 25% or more of the revenue from the award will go to DGS certified Small Business Subcontractors performing a Commercially Useful Function and therefore I am claiming the preference.

*Bidder must complete and submit Exhibit 5: GSPD-05-106 Bidder Declaration, indicating the percentage of the revenue that will be received by each DGS certified Small Business Subcontractor. The form can also be found at the following link:*

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-106.pdf>

- I am not claiming the DGS Small Business Preference.

### 2. DVBE INCENTIVE:

Bidder must check the appropriate box from the choices below.

- I am a DGS certified DVBE. A copy of my STD. 843 form is attached.
- I have recently filed for DGS DVBE certification, but have not yet received certification.
- I am not a DGS certified DVBE, but a percentage of the revenue will be going to DGS certified DVBE Subcontractors performing a Commercially Useful Function, and therefore I am claiming the DVBE incentive.

*Bidder must submit a complete Exhibit 5: GSPD-05-106, Bidder Declaration, indicating the percentage of the revenue that will be received by each DGS certified DVBE Subcontractor. Bidder must also submit an Exhibit 13, STD 843 DVBE Declarations, for each DVBE Subcontractor, signed by the DVBE owner/manager. The form can be found on the following link:*

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-106.pdf>

[https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf)

- I am not claiming the DVBE incentive.

3. ADDITIONAL BIDDING PREFERENCES:

The Bidder shall check the appropriate box from the choices below.

- I am not claiming the TACPA preference.
- I am claiming the TACPA bidding preference.

*Bidder must submit Exhibit 16: TACPA Preference Request Forms. The forms can be found on the following link:*

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf>

Name of Bidder: \_\_\_\_\_

Signature and  
Date: \_\_\_\_\_

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### EXHIBIT 15: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION

THE BIDDER MUST COMPLETE AND SUBMIT WITH ITS PROPOSAL.

**Bidder Name:** \_\_\_\_\_

Subcontractor Name (submit one form for each SB/DVBE (prime and/or subcontractor(s)) : \_\_\_\_\_

Mark all that apply:      DVBE:       Small Business:       Micro Business:       N/A:

All certified small business (SB), micro business (MB), and/or DVBE Contractors, Subcontractors or suppliers must meet the commercially useful function requirements under Government Code Section 14837 (for SB), Military and Veterans Code Section 999 (for DVBE), and Title II California Code of Regulations, Section 1896.4 and 1896.62.

Answer questions 1-5 below, as they apply to your company for the goods and/or services being acquired in this solicitation. A California certified SB, MB, or DVBE business must be deemed to perform a Commercially Useful Function (CUF) by meeting **ALL** of the following CUF requirements for Contract award consideration.

1.	Is responsible for the execution of a distinct element of the resulting Contract.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.	Carries out its obligation by actually performing, managing, or supervising the work involved.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.	Performs work that is normal for its business services and functions.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.	Is responsible, with respect to products, inventories, materials, and supplies required for the Contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment. If this is a SERVICE with <b>NO</b> goods involved, check <b>N/A</b> and go to #5.	Yes <input type="checkbox"/>	No <input type="checkbox"/> or N/A <input type="checkbox"/>
5.	Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

If the answer to any of the five (5) questions is “NO” (except for #4 when marked with “N/A”), may result in your proposal being deemed non-responsive.

The Bidder must provide a written statement below detailing the role, services and goods the Subcontractor(s) will provide to meet the commercially useful function



requirement. If the Bidder is not claiming a SB or DVBE, indicate “Not claiming a preference” in the box below.

At the State's option prior to award, the Bidder may be required to submit additional written clarifying information.

By signing this form, the undersigned Bidder certifies that the Certified Small Business or DVBE satisfies the Commercially Useful Function requirement, and will provide the role, services, and/or goods stated above.

**Bidder Signature:**

---

**Bidder Printed/Typed Name  
and Title:**

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## **EXHIBIT 16: TACPA PREFERENCE REQUEST FORMS**

ATTACH THE TACPA PREFERENCE REQUEST FORMS AS EXHIBIT 16.

Bidders wishing to take advantage of this preference will need to review the website below and submit the appropriate response forms as Exhibit 16: TACPA Preference Request Forms, with Final Proposal.

The required applications/forms are as follows:

- TACPA (Std. 830)
- Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 525)
- Manufacturer Summary of Contract Activities and Labor Hours (DGS/PD 526).

<https://tacpa.dgs.ca.gov/Home/About?Length=4>

<http://tacpa.dgs.ca.gov/>

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**EXHIBIT 17: LIST OF PROPOSED SUBCONTRACTORS (PUBLIC WORKS)**  
(APPLICABLE FOR INSTALLATIONS ONLY)

This section is not applicable to this RFP.

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**EXHIBIT 18: CONTRACTOR'S LICENSE INFORMATION**  
(Applicable for Installation Services Only)

This section is not applicable to this RFP.

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## EXHIBIT 19: BIDDER QUALIFICATION FORM – INSTRUCTIONS

The Bidder must complete Exhibit 19.1, Bidder Project Form and Exhibit 19.3, Bidder Past Performance Form, with the qualifying project information being used to meet the minimum experience required for this project. The Bidder must submit one (1) Exhibit 19.1 form for each referenced project to meet the minimum mandatory requirements. Bidder shall submit no more than five (5) Exhibit 19.1 forms in total. The Bidder must use projects cited in the Exhibit 19.1 forms when completing the Exhibit 19.2, Bidder Qualifications Form, and for Exhibit 19.3, Bidder Past Performance Forms. The Bidder must submit one Exhibit 19.3, Bidder Past Performance Form for each project cited in the Exhibit 19.1 forms.

Exhibit 19 forms will be used by the State evaluation team to evaluate Bidder's qualifications. The Bidder must specify the required experience in the pertinent row for each requirement in Exhibit 19.2. Use additional rows on Exhibit 19.2 as needed to complete each response. The Procurement Official may contact the individuals referenced in the past performance forms, Exhibit 19.3, to verify the information provided by the Bidder. Any conflicting information may result in the bid being deemed non-responsive.

All experience must have occurred within seven (7) years prior to the solicitation due date, unless stated otherwise.

The Bidder must complete Exhibit 19.1 and 19.2, in accordance with the instructions provided below. One attachment of Exhibit 19.1 must be completed for each separate project used to meet the minimum mandatory experience requirements. One attachment of Exhibit 19.2 must be submitted detailing how the Bidder meets the requirements.

All dates must be in MM/DD/YYYY format.

**The contact person referenced on the Bidder's past performance forms must not be an employee of the Office of Systems Integration.** The referenced contact name(s) must be from the end user of the cited project. References from another contractor or contracting entity are not acceptable. Bidder's referenced contacts may be contacted to verify information provided by the Bidder.

The Exhibit 19.1 and 19.2, has two parts:

- **Exhibit 19.1 Bidder Project Form:** includes information on the cited project. The Bidders must use a minimum of two (2) and may use up to five (5) projects. The Bidder will provide a project number in each form, which will map to the past performance experience referenced in the Exhibit 19.2 forms.
- **Exhibit 19.2 Bidder Qualifications Form:** includes the mandatory and desirable



requirements. Bidders will submit one form, which will include all relevant information detailing how the bidder meets the requirements and maps to all projects cited in the Exhibit 19.1 forms.

### **Exhibit 19.1 Bidder Project Form:**

- **Box 1, Bidder:** Provide the entity name of the Bidder submitting the proposal.
- **Box 2, Project Number:** Enter a number for the past performance project. When citing projects, the Bidder should number projects in sequential order, e.g. Project #1, Project #2, Project #3, Project #4, and Project #5.
- **Box 3, Project Name:** Provide the name of the project.
- **Box 4, Entity Name of the Bidder's past performance reference.** Identify the entity for whom the project was completed.
- **Box 5, Contact name and contact information of the Bidder's past performance reference.** Identify the contact information from whom the project was completed. Enter the name, title, e-mail address, and phone number for the contact of the project. By submitting a proposal, the Bidder declares that the contact person identified is/was employed by the entity identified in box 3. This reference must be the same person identified in the Bidder Past Performance Form (Exhibit 19.3).
- **Boxes 6 and 7, Start Date and End Date:** Provide the start and end date that the Bidder worked on the cited project using MM/DD/YYYY format.
- **Box 8, Total Time on this Project:** Enter the total number of years and months the Bidder worked on this project.
- **Box 9, Percentage of time on this Project:** Enter the percentage of time the Bidder worked on this project. Full-time active participation is considered 35-40 hours per work week and estimated to be approximately 1,920 hours annually.
  - For example, the Bidder worked full-time on Project XYZ for three and one-half years (3.5). During the first two years, the Bidder had a larger contract staff than the last 1.5 years due to the different phases of the project. Regardless, the Bidder is able to claim the full three and one-half years at 100% because they had a team fully dedicated to that project throughout that time period.
- **Box 10, Project Description:** Provide a brief description of the nature of the Bidder's cited project. The description should include those elements that are similar to the State's project as described in the solicitation.
- **Box 11,** Check the appropriate response, "Yes" or "No".
- **Box 12,** Check the appropriate response, "Yes" or "No" or "Ongoing"
- **Box 13, Project Contract Amount:** Provide the dollar amount in currency format of

the project contract value.

**Exhibit 19.2 Bidder Qualifications Form:**

- **Table Header:** Indicates the Bidder Qualification Number and Mandatory or Desirable Requirement. Do not enter anything in these cells.
- **Row 1:** Indicates the requirement description
- **Row 1, Max Score:** Indicates the max score, i.e. pass/fail for MQ and points for DS
- **Row 2, Project Name:** Enter the project name.
- **Row 2, Project Number:** Enter the project number that maps to the project cited in the Exhibit 19.1 form.
- **Row 2, Bidder Response Column:** Indicate the experience gained on the referenced project by entering the required information, i.e. number years and/or months or marking Yes or No.
- **Row 3, Description of services provided:** As applicable to the requirement, describe how the experience gained on the cited project meets the requirement, such as roles and responsibilities, deliverables, etc.
- **Rows 2-3:** If required, copy and paste additional rows for 2 and 3 to include more projects. In many instances, additional rows have already been added for your convenience.

Note: It is the Bidder's responsibility to ensure that each minimum experience requirement has been met and is documented in the Bidder qualification forms. The State will use this documentation to determine compliance of the requirements. If the State cannot determine that the experience for each of the minimum experience requirements have been met, the Bidder's proposal may be deemed non-responsive.

Note: Refer also to the Glossary of Key Terms and Acronyms in SOW Attachment 5.

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**EXHIBIT 19.1: BIDDER PROJECT FORM**

The Bidder must use a minimum of two (2) and up to five (5) total projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. A separate Exhibit 19.1 form must be completed for each project cited.

The Bidder must complete all fields in the Exhibit 19.1 form. If the Bidder fails to complete any of the required fields, the State will determine the bid as being non-responsive.

**Table 41: Exhibit 19.1 – Bidder Qualifications Project Form**

#	Bidder Qualifications Project Information	Bidder Response
1	<b>Bidder:</b>	
2	<b>Project Number:</b>	
3	<b>Project Name:</b>	
4	<b>Entity Name of Bidder’s reference:</b>	
5	<b>Contact Name of Bidder’s reference:</b>	
	<b>Contact Title:</b>	
	<b>Contact Email:</b>	
	<b>Contact Address:</b>	
	<b>Contact Telephone Number:</b>	
6	<b>Start Date (MM/DD/YYYY):</b>	
7	<b>End Date (MM/DD/YYYY):</b>	
8	<b>Total Time on this Project (in years and months):</b>	
9	<b>Percentage of time on this Project:</b>	
10	<b>Project Description:</b>	
11	<b>Was the Bidder that performed the work the Prime Contractor?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
12	<b>Did the Bidder complete the project?</b> <i>(If Ongoing, enter “ongoing” in line #6 for Contract completion date)</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Ongoing <input type="checkbox"/>
13	<b>Contract Amount:</b>	\$

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**EXHIBIT 19.2: BIDDER QUALIFICATIONS FORM**

It is mandatory for the Bidder to meet the Bidder Mandatory Qualifications (MQ) Requirements BQ.01 through BQ.05 and it is optional for the Bidder to meet Requirements BQ.06 through BQ.07. If the Bidder meets a desirable requirement, it will be awarded points based on its response. If the Bidder does not meet a desirable requirement, it will not be awarded points. Bidder shall indicate whether it was a prime or subcontractor on each MQ.

All past performance projects must be the equivalent of at least six (6) months of full-time active participation and all experience must have occurred within seven (7) years prior to the solicitation due date, unless stated otherwise. All dates must be in MM/DD/YYYY format.

**Table 42: Exhibit 19-2 – Bidder Mandatory Qualifications**

BQ.01	Exhibit 19.2 Bidder Qualification – Mandatory Experience	Bidder Response
1	The Bidder shall have at least three (3) years' experience in State government health care information technology solutions analyzing, designing, configuring, testing, deploying, operating, and maintaining a system with at least 10,000 Active Users. <b>Max Score:</b> Pass/Fail	
2	<b>Project Name:</b> <b>Project Number:</b>	Yr.____ Mo.____
3	<b>Description of relevant services provided:</b>	
<i>If more than one project is needed to meet this requirement, insert additional rows below. Two have already been added for your convenience.</i>		
2	<b>Project Name:</b> <b>Project Number:</b>	Yr.____ Mo.____
3	<b>Description of relevant services provided:</b>	
2	<b>Project Name:</b> <b>Project Number:</b>	Yr.____ Mo.____
3	<b>Description of relevant services provided:</b>	

BQ.02	Exhibit 19.2 Bidder Qualification – Mandatory Experience	Bidder Response
1	The Bidder shall have successfully implemented the proposed EVV Solution with at least two (2) clients, one of which must have been a public sector environment/entity, and the majority of the intended user population shall have been operating in the system (Production) for at least one (1) year each. <b>Max Score:</b> Pass/Fail	
2	Project Name (Client 1):	Yes <input type="checkbox"/>
	Project Number (Client 1):	No <input type="checkbox"/>
3	Description of relevant services provided (Client 1):	
2	Project Name (Client 2):	Yes <input type="checkbox"/>
	Project Number (Client 2):	No <input type="checkbox"/>
3	Description of relevant services provided (Client 2):	
BQ.03	Exhibit 19.2 Bidder Qualification – Mandatory Experience	Bidder Response
1	The Bidder shall have operated an EVV Solution with an Aggregator for at least one (1) year. <b>Max Score:</b> Pass/Fail	
2	Project Name:	Yes <input type="checkbox"/>
	Project Number:	No <input type="checkbox"/>
3	Description of relevant services provided:	
BQ.04	Exhibit 19.2 Bidder Qualification – Mandatory Experience	Bidder Response
1	Bidder shall be Health Information Technology for Economic and Clinical Health Act (HITECH) certified. Bidder shall provide a copy of the certification. <b>Max Score:</b> Pass/Fail	
2	Project Name: Not applicable	Yes <input type="checkbox"/>
	Certification Number:	No <input type="checkbox"/>
3	Certification link (if applicable):	
BQ.05	Exhibit 19.2 Bidder Qualification – Mandatory Experience	Bidder Response

<b>1</b>	Bidder must provide a draft Project Schedule, in Microsoft Project (version 2013 or later) and in PDF format, that supports the dates identified Section 1.1.3, Project Timeline, and identifies all task requirements identified in the Task Groups (Section 7.3) and Deliverables section (Section 17, Exhibit 22). The draft Project Schedule shall include milestones and headers, dependencies, durations, start and end dates, and teams responsible for each schedule activity. Bidder shall use the EVV Phase II Project Schedule template provided in the Bidders' Library as a starting point, but shall update the schedule as needed to detail the Bidder's implementation and M&O strategy. Bidder should refer to the Schedule Management Plan in the Bidders' Library for guidance on schedule creation and format standards.	
	<b>Max Score:</b> Pass/Fail	
<b>2</b>	<b>Project Name:</b> Not applicable	Yes <input type="checkbox"/>
	<b>Project Number:</b> Not applicable	No <input type="checkbox"/>
<b>3</b>	<b>Description of relevant services provided:</b> Not applicable	



**Table 43: Exhibit 19.2 – Bidder Desirable Qualifications**

BQ.06	Exhibit 19.2 Bidder Qualification – Desirable Experience	Bidder Response
1	The Bidder should have an EVV system that has operated for at least two (2) years in another State with a State Medicaid Agency or another Health and Human Services Agency department.	
	<b>Max Score:</b> 25 Points	
2	<b>Project Name:</b>	Yes <input type="checkbox"/>
	<b>Project Number:</b>	No <input type="checkbox"/>
3	<b>Description of relevant services provided:</b>	
BQ.07	Exhibit 19.2 Bidder Qualification – Desirable Experience	Bidder Response
1	The Bidder should have at least one (1) year experience analyzing, designing, configuring, testing, deploying, and supporting a California State Medi-Cal or Health and Human Services statewide IT solution.	
	<b>Max Score:</b> 25 Points	
2	<b>Project Name:</b>	Yr.____
	<b>Project Number:</b>	Mo.____
3	<b>Description of relevant services provided:</b>	
<i>If more than one Project is needed to meet this requirement, insert additional rows below. One has already been added for your convenience.</i>		
2	<b>Project Name:</b>	Yr.____
	<b>Project Number:</b>	Mo.____
3	<b>Description of relevant services provided:</b>	

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**EXHIBIT 19.3: BIDDER PAST PERFORMANCE FORM**

**Bidder Instructions:** Complete items 1-7 of this Exhibit 19.3, Bidder Past Performance Form. One (1) form must be used for each corresponding Exhibit 19.1 Bidder Project Form submitted. The Bidder's referenced contact must complete the remainder of this form. The information below must be consistent with the corresponding Exhibit 19.1 and 19.2. Bidder must submit a copy of the completed Exhibit 19.1 forms and the corresponding Exhibit 19.2.

**Instructions to the Bidder's Past Performance Reference:** Using the rating scale in the "Reference Satisfaction Rating" field, rate your satisfaction (items 8-15) with the Bidder which performed the services described on Exhibit 19.1 and 19.2 Bidder Qualifications Forms. Sign and date this Exhibit 19.3 and return the form(s) to the Bidder.

**Table 44: Exhibit 19.3 – Bidder Past Performance Form**

Exhibit 19.3 Bidder Past Performance Form	
1	<b>Bidder:</b>
2	<b>Project Number:</b>
3	<b>Project Name:</b>
4	<b>Entity Name of Bidder's reference:</b>
5	<b>Contact Name of Bidder's reference:</b>
	<b>Contact Title</b>
	<b>Contact Email Address</b>
	<b>Contact Telephone Number</b>
6	<b>Bidder's involvement in this project (role and responsibilities):</b>
7	<b>Project Description:</b>
	<b><u>Satisfaction Rating to be completed by the Bidder's reference:</u></b> Using the following scale:

	0 = Unsatisfactory, 1 = Marginal, 2 = Satisfactory, 3 = Excellent	
	<b>Circle only one number for each question below.</b>	
<b>8</b>	How would you rate the Bidder's effectiveness at implementing an IT solution?	<b>0 1 2 3</b>
<b>9</b>	How would you rate the Bidder's effectiveness at incorporating organizational change management strategies into their communication, training, and deployment approach when implementing an IT solution?	<b>0 1 2 3</b>
<b>10</b>	How would you rate the Bidder's effectiveness at developing and/or implementing a broad training program for users across an organization or state?	<b>0 1 2 3</b>
<b>11</b>	How would you rate the Bidder's effectiveness at providing skilled and professional staff?	<b>0 1 2 3</b>
<b>12</b>	How would you rate the Bidder's effectiveness at providing quality customer service and timely responses to end users' questions and concerns?	<b>0 1 2 3</b>
<b>13</b>	How would you rate the Bidder's effectiveness at incorporating feedback and requests from customers, based on their end user experience, for changes to the Bidder's solution and processes?	<b>0 1 2 3</b>
<b>14</b>	How would rate the Bidder's ability to manage project milestones, deliverables, and timelines?	<b>0 1 2 3</b>
<b>15</b>	How would you rate the Bidder's overall performance?	<b>0 1 2 3</b>
	<b>Total Possible Points</b>	<b>24</b>

By signing below, I declare that I have reviewed the information contained in Exhibit 19.1, 19.2, and 19.3 forms and that the information is true and correct.

**Contact Signature:**

**Date:**

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**Contact Printed Name:**

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**Contact Title or role on the project:**

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**Contact Email:**

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**Contact Phone:**

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## EXHIBIT 20: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS

The Bidder must complete Exhibit 20.1 and Exhibit 20.2 forms with the qualifying project information for each of the six (6) key staff used to meet the minimum experience required. A separate Exhibit 20.1 must be completed for each project used to meet the minimum mandatory requirements for each Key Staff. One Exhibit 20.2 must be submitted per Key Staff detailing how the Key Staff meets the requirements.

Exhibit 20 forms will be used by the State to evaluate the Key Staff member's qualifications. The Bidder must specify the required experience in the pertinent row for each requirement in Exhibit 20.2. Use additional Exhibit 20.1 forms as needed for each Key Staff cited project to complete each response. The Procurement Official may contact references listed on the Exhibit 20.1 forms to verify the information provided by the Bidder. Any conflicting information may result in the bid being deemed non-responsive.

All dates must be in MM/DD/YYYY format.

All experience must have occurred within the last seven (7) years prior to this solicitation due date, unless otherwise stated.

The contact person listed on the Key Staff's cited projects **must not be an employee of the Office of Systems Integration**. The referenced contact name(s) must be a representative of the entity for which the project was developed. Contacts from another contractor or contracting entity are not acceptable.

### The Exhibit 20 Key Staff Qualifications Form has two parts:

- **Exhibit 20.1 Key Staff Project Form:** includes information on the cited project. The Bidder may use multiple projects to meet the Key Staff requirements. The Bidder will provide a project number in each form, which will map to the experience referenced in the Exhibit 20.2 forms.
- **Exhibit 20.2 Key Staff Qualifications Form:** includes the mandatory and desirable Key Staff requirements. Bidders will submit one Exhibit 20.2, which will map to the projects cited in Exhibit 20.1, and include all relevant information illustrating how the Key Staff meets the requirements.

### Exhibit 20.1 Key Staff Project Form:

- **Box 1, Bidder:** Provide the entity name of the Bidder submitting the proposal.
- **Box 2, Key Staff Name:** Provide the name of the Bidder's proposed Key Staff for the EVV Phase II project.
- **Box 3, Staff's Cited Project Number:** Enter a number for the cited project. The numbers used to cite projects for the Bidder Qualifications and Staff Qualifications should be in sequential order and start with the next available number in the

sequence.

- For example, if the Bidder cited five (5) projects to meet bidder qualifications, then the next available number for the first project cited for the project manager key staff is “6.” Furthermore, if the project manager cites three projects, then the next available number for the first project cited for the technical manager key staff is “9.”
- Note: Key Staff are allowed to cite projects that have already been cited by the Bidder or other key staff; in which cases, the cited project should use the original project number assigned by the Bidder. For example, the Technical Manager cited three projects and the second project was one of the projects cited in the Bidder qualifications (project #3). Therefore, building on the same example listed above, the project numbering sequence for the Technical Manager was “9, 3, 10.”
- **Box 4, Staff's Cited Project Name:** Provide the project name for Key Staff's cited project.
- **Box 5, Entity Name of Key Staff's Cited Project:** Provide the entity name of the Key Staff's reference.
- **Box 6, Contact Information of Staff's Project:** Identify the contact information for whom the project was completed. Enter the name, title, e-mail address, and phone number for the contact of the project. By submitting a proposal, the Bidder declares that the contact person identified is/was employed by the entity identified in box 4. Provide the name of the individual from the entity that received services from the Key Staff. Employee references are not acceptable.
- **Boxes 7 and 8, Staff Start Date and End Date:** Provide the start and end dates the Key Staff worked on the cited project using MM/DD/YYYY format.
- **Box 9, Total Time on this Project:** Enter the total number of years and months the Key Staff worked on this project.
- **Box 10, Percentage of time on this Project:** Enter the percentage of time the Key Staff was on this project. Full-time active participation is considered 35-40 hours per work week and estimated to be approximately 1,920 hours annually.
  - For example, a Key Staff person worked on Project ABC for two years. During the first year, the Key Staff worked full-time, averaging 40 hours per week and approximately 1,920 for the year. During the second year, the key staff was on the project the entire year, but their hours were reduced throughout the year to an overall average of 20 hours per week or approximately 960 hours for the year. In this example, the Key Staff was on Project ABC 100% for year one and 50% for year two, totally 75% for a two-year timeframe. Therefore, Boxes 7 and 8 will show the start and end dates for years one through two (i.e. MM/DD/YYYY to MM/DD/YYYY), while Box 9



- shows 75%.
- Note: If a Key Staff worked on (and/or cites) two or more projects that overlap in a given timeframe, the sum of the total percentage of those overlapping projects during that timeframe shall not exceed 100%.
  - **Box 11, Project Description:** Provide a brief description of the nature of the Bidder's cited project. The description should include those elements that are similar to the State's project as described in the solicitation.
  - **Box 12, Project Contract Amount:** Provide the dollar amount in currency format of the project contract value.

#### **Exhibit 20.2 Key Staff Qualifications Form:**

- **Row 1:** Table header
- **Row 2, Key Staff Qualification Number:** The Key Staff Qualification (e.g. PM.01) number will be listed in the upper left-hand corner. Do not modify the cells in this row.
- **Row 2, Key Staff Qualification Requirement:** Do not modify the cells in this row. This is the mandatory or desirable qualification associated with the referenced requirement.
- **Row 2, Max Score:** Indicates the max score, i.e. pass/fail for MQ and points for DS
- **Row 3:** Sub-headers. Do not modify the cells in this row.
- **Row 4, Project Number:** Enter the project number that maps to the Project cited on the Exhibit 20.1 form.
- **Row 4, Description of services provided:** As applicable to the requirement, describe how the experience gained on the cited project meets the requirement, such as roles and responsibilities, deliverables, etc.
- **Row 4, Bidder Response:** Indicate the experience gained on the cited project by entering the number of years and/or months or marking Yes/No.

Note: It is the Bidder's responsibility to ensure that each minimum experience requirement has been met and is documented in the key staff qualification forms. The State will use this documentation to determine compliance of the requirements. If the State cannot determine that the experience for each of the minimum experience requirements has been met, the Bidder's proposal may be deemed non-responsive.

Note: Refer also to the Glossary of Key Terms and Acronyms in SOW, Solicitation Forms, Attachment 4.

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**EXHIBIT 20.1.PM: PROJECT MANAGER KEY STAFF QUALIFICATIONS FORM**

The Bidder may use up to five (5) different projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience.

Submit one (1) Exhibit 20.1.PM form for each project cited for the Project Manager Key Staff. Bidder shall submit no more than five (5) Exhibit 20.1.PM forms.

**Table 45: Exhibit 20.1.PM – Project Manager Key Staff Project Form**

#	Project Manager Key Staff Project Form	
1	Bidder:	
2	Key Staff Name:	
3	Staff's Cited Project Number:	
4	Staff's Cited Project Name:	
5	Entity Name (of staff's cited project):	
6	Contact Name, Email Address and Telephone Number:	
7	Staff Start Date (MM/DD/YYYY):	
8	Staff End Date (MM/DD/YYYY):	
9	Total Time on this Project (in years and months):	
10	Percentage of time on this Project:	
11	Project Description:	
12	Contract Amount:	

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**EXHIBIT 20.2.PM: PROJECT MANAGER KEY STAFF QUALIFICATIONS FORM**

The Bidder may use up to five (5) different projects to meet the total experience required for each mandatory and desirable experience; however, the Bidder shall submit only one Exhibit 20.2.PM form, which will detail how the Project Manager Key Staff meets the requirements.

**Table 46: Exhibit 20.2.PM – Project Manager Key Staff Mandatory Qualification**

MQ #	Project Manager Mandatory Qualifications	Requirement
PM.01	The Project Manager shall have at least five (5) years' experience within the last ten (10) years serving as the primary or secondary (i.e., assistant, deputy) project manager providing leadership to a government entity under the State of California on information technology development or system implementation projects. Each project shall have had a total contract amount of at least \$10 million.	5 Years
	<b>Max Score:</b> Pass/Fail	
<b>Project Number</b>	<b>Description of relevant services provided:</b>	<b>Bidder Response</b>
#__		Yr.___ Mo.___
<i>If more than one project is needed to meet this requirement, insert additional rows below. Three have already been added for your convenience.</i>		
#__		Yr.___ Mo.___
#__		Yr.___ Mo.___
#__		Yr.___ Mo.___
PM.02	The Project Manager shall have at least three (3) years' experience managing or providing leadership on an information technology project with two or more project sponsors (e.g., multiple state departments).	3 Years
	<b>Max Score:</b> Pass/Fail	

MQ #	Project Manager Mandatory Qualifications	Requirement
<b>Project Number</b>	<b>Description of relevant services provided:</b>	<b>Bidder Response</b>
#__		Yr.___ Mo.___
<i>If more than one project is needed to meet this requirement, insert additional rows below. Two have already been added for your convenience.</i>		
#__		Yr.___ Mo.___
#__		Yr.___ Mo.___
PM.03	The Project Manager shall have at least three (3) years' experience leading the execution of a multi-phased information technology project to at least 25 different sites or locations over a large geographical area. A large geographical area consists of sites or locations, of which many are at least 25 miles apart.  <b>Max Score:</b> Pass/Fail	3 Years
<b>Project Number</b>	<b>Description of relevant services provided:</b>	<b>Response</b>
#__		Yr.___ Mo.___
<i>If more than one project is needed to meet this requirement, insert additional rows below. Two have already been added for your convenience.</i>		
#__		Yr.___ Mo.___
#__		Yr.___ Mo.___
PM.04	The Project Manager shall have at least two (2) years' project management experience in an agile project environment on an information technology project leading and managing agile teams through the software development lifecycle.  <b>Max Score:</b> Pass/Fail	2 Years

MQ #	Project Manager Mandatory Qualifications	Requirement
<b>Project Number</b>	<b>Description of relevant services provided:</b>	<b>Bidder Response</b>
#__		Yr.____ Mo.____
<i>If more than one project is needed to meet this requirement, insert additional rows below. Two have already been added for your convenience.</i>		
#__		Yr.____ Mo.____
#__		Yr.____ Mo.____
PM.05	The Project Manager shall have an active Project Management Institute – Project Management Professional (PMP) certification. Bidder shall provide a copy of the certification.	Certified
	<b>Max Score:</b> Pass/Fail	
<b>Certification Number:</b>		<b>Bidder Response</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Certification link (if applicable):</b>		

**Table 47: Exhibit 20.2.PM – Project Manager Key Staff Desirable Qualifications**

DQ #	Project Manager Desirable Qualifications	Requirement
PM.06	The Project Manager should have at least three (3) years' experience managing and implementing health care information technology projects.	3 Years
	<b>Max Score:</b> 5 Points	
<b>Project Number</b>	<b>Description of relevant services provided:</b>	<b>Bidder Response</b>
#__		Yr.____ Mo.____
<i>If more than one project is needed to meet this requirement, insert additional rows below. Two have already been added for your convenience.</i>		

		Yr.____ Mo.____
#__		Yr.____ Mo.____
PM.07	The Project Manager should have at least three (3) years' experience working on a COTS IT project implementation.	3 Years
	<b>Max Score:</b> 5 Points	
<b>Project Number</b>	<b>Description of relevant services provided:</b>	<b>Bidder Response</b>
		Yr.____ Mo.____
<i>If more than one project is needed to meet this requirement, insert additional rows below. Two have already been added for your convenience.</i>		
#__		Yr.____ Mo.____
#__		Yr.____ Mo.____



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**EXHIBIT 20.1.TM: TECHNICAL MANAGER KEY STAFF QUALIFICATIONS FORM**

The Bidder may use up to five (5) different projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience.

Submit one (1) Exhibit 20.1.TM form for each project cited for the Technical Manager Key Staff. Bidder shall submit no more than five (5) Exhibit 20.1.TM forms.

**Table 48: Exhibit 20.1.TM – Technical Manager Key Staff Project Form**

#	Technical Manager Key Staff Project Form	
1	Bidder:	
2	Key Staff Name:	
3	Staff's Cited Project Number:	
4	Staff's Cited Project Name:	
5	Entity Name (of staff's cited project):	
6	Contact Name, Email Address and Telephone Number:	
7	Staff Start Date (MM/DD/YYYY):	
8	Staff End Date (MM/DD/YYYY):	
9	Total Time on this Project (in years and months):	
10	Percentage of time on this Project:	
11	Project Description:	
12	Contract Amount:	

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**EXHIBIT 20.2.TM: TECHNICAL MANAGER KEY STAFF QUALIFICATIONS FORM**

The Bidder may use up to five (5) different projects to meet the total experience required for each mandatory and desirable experience; however, the Bidder shall submit only one Exhibit 20.2.TM form, which will detail how the Technical Manager Key Staff meets the requirements.

**Table 49: Exhibit 20.2.TM – Technical Manager Key Staff Mandatory Qualifications**

<b>MQ #</b>	<b>Technical Manager - Mandatory Qualifications</b>	<b>Requirement</b>
TM.01	The Technical Manager shall have at least five (5) years' experience configuring COTS products to meet client specifications on projects. Each project shall have had a total contract amount of at least \$1 million.	5 Years
	<b>Max Score:</b> Pass/Fail	
<b>Project Number</b>	<b>Description of relevant services provided:</b>	<b>Bidder Response</b>
#__		Yr.____ Mo.____
<i>If more than one project is needed to meet this requirement, insert additional rows below. Three have already been added for your convenience.</i>		
#__		Yr.____ Mo.____
#__		Yr.____ Mo.____
#__		Yr.____ Mo.____
TM.02	The Technical Manager shall have at least three (3) years' experience leading and coordinating cross functional teams performing analysis, design, configuration, test, and implementation activities in close partnership with stakeholders.	3 Years
	<b>Max Score:</b> Pass/Fail	
<b>Project Number</b>	<b>Description of relevant services provided:</b>	<b>Bidder Response</b>
#__		Yr.____

MQ #	Technical Manager - Mandatory Qualifications	
		Mo.____
<i>If more than one project is needed to meet this requirement, insert additional rows below. Two have already been added for your convenience.</i>		
#__		Yr.____ Mo.____
#__		Yr.____ Mo.____
TM.03	The Technical Manager shall have at least three (3) years' experience working within the public sector preparing and delivering comprehensive written and verbal communications to management, executives, and project stakeholders.	3 Years
	<b>Max Score:</b> Pass/Fail	
Project Number	Description of relevant services provided:	Response
#__		Yr.____ Mo.____
<i>If more than one project is needed to meet this requirement, insert additional rows below. Two have already been added for your convenience.</i>		
#__		Yr.____ Mo.____
#__		Yr.____ Mo.____
TM.04	The Technical Manager shall have at least two (2) years' experience configuring the Bidder's proposed COTS product.	2 Years
	<b>Max Score:</b> Pass/Fail	
Project Number	Description of relevant services provided:	Bidder Response
#__		Yr.____ Mo.____
<i>If more than one project is needed to meet this requirement, insert additional rows below. Two have already been added for your convenience.</i>		
#__		Yr.____

MQ #	Technical Manager - Mandatory Qualifications	Requirement
		O.____
#__		Yr.____ Mo.____

**Table 50: Exhibit 20.2.TM – Technical Manager Key Staff Desirable Qualifications**

DQ #	Technical Manager - Desirable Qualifications	Requirement
TM.05	The Technical Manager should have at least two (2) years' experience managing information technology project(s) using agile methodologies. Description should include methodologies, roles, responsibilities, and activities.	2 Years
	<b>Max Score:</b> 5 Points	
Project Number	Description of relevant services provided:	Bidder Response
#__		Yr.____ Mo.____
<i>If more than one project is needed to meet this requirement, insert additional rows below. Two have already been added for your convenience.</i>		
#__		Yr.____ Mo.____
#__		Yr.____ Mo.____

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**EXHIBIT 20.1.IM: IMPLEMENTATION MANAGER KEY STAFF QUALIFICATIONS FORM**

The Bidder may use up to four (4) different projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience.

Submit one (1) Exhibit 20.1.IM form for each project cited for the Implementation Manager Key Staff. Bidder shall submit no more than four (4) Exhibit 20.1.IM forms.

**Table 51: Exhibit 20.1.IM – Implementation Manager Key Staff Project Form**

#	Implementation Manager Key Staff Project Form	
1	Bidder:	
2	Key Staff Name:	
3	Staff's Cited Project Number:	
4	Staff's Cited Project Name:	
5	Entity Name (of staff's cited project):	
6	Contact Name, Email Address and Telephone Number:	
7	Staff Start Date (MM/DD/YYYY):	
8	Staff End Date (MM/DD/YYYY):	
9	Total Time on this Project (in years and months):	
10	Percentage of time on this Project:	
11	Project Description:	
12	Contract Amount:	



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**EXHIBIT 20.2.IM: IMPLEMENTATION MANAGER KEY STAFF QUALIFICATIONS FORM**

The Bidder may use up to four (4) different projects to meet the total experience required for each mandatory and desirable experience; however, the Bidder shall submit only one Exhibit 20.2.IM form, which will detail how the Implementation Manager Key Staff meets the requirements.

**Table 52: Exhibit 20.2.IM – Implementation Manager Key Staff Mandatory Qualifications**

<b>MQ #</b>	<b>Implementation Manager - Mandatory Qualifications</b>	<b>Requirement</b>
IM.01	The Implementation Manager shall have at least two (2) years' experience managing the overall deployment effort of an information technology project with at least 1,000 Active Users.	2 Years
	<b>Max Score:</b> Pass/Fail	
<b>Project Number</b>	<b>Description of relevant services provided:</b>	<b>Bidder Response</b>
#__		Yr.___ Mo.___
<i>If more than one project is needed to meet this requirement, insert additional rows below. Three have already been added for your convenience.</i>		
#__		Yr.___ Mo.___
#__		Yr.___ Mo.___
#__		Yr.___ Mo.___
IM.02	The Implementation Manager shall have at least five (5) years' experience serving as an implementation resource or implementation coordinator providing outreach services to keep users abreast of project status, implementation progress, and pertinent project activities.	5 Years
	<b>Max Score:</b> Pass/Fail	
<b>Project Number</b>	<b>Description of relevant services provided:</b>	<b>Bidder Response</b>
#__		Yr.___

MQ #	Implementation Manager - Mandatory Qualifications	Requirement
		Mo.____
<i>If more than one project is needed to meet this requirement, insert additional rows below. Two have already been added for your convenience.</i>		
#__		Yr.____ Mo.____
#__		Yr.____ Mo.____
IM.03	The Implementation Manager shall have at least two (2) years' experience leading the implementation of a multi-phased information technology project over a large geographical area with at least 25 different sites or locations, many of which shall have been at least 25 miles apart.	2 Years
	<b>Max Score:</b> Pass/Fail	
Project Number	Description of relevant services provided:	Bidder Response
#__		Yr.____ Mo.____
<i>If more than one project is needed to meet this requirement, insert additional rows below. Two have already been added for your convenience.</i>		
#__		Yr.____ Mo.____
#__		Yr.____ Mo.____

**Table 53: Exhibit 20.2.IM – Implementation Manager Key Staff Desirable Qualifications**

DQ #	Project Manager - Desirable Qualifications	Requirement
IM.	The Implementation Manager should have at least two (2) years' experience deploying an EVV Solution, which shall have included identifying and preparing users and entities to receive and use the EVV Solution through onboarding and readiness activities.	2 Years
	<b>Max Score:</b> 5 Points	

<b>Project Number</b>	<b>Description of relevant services provided:</b>	<b>Bidder Response</b>
#__		Yr.___ Mo.___
<i>If more than one project is needed to meet this requirement, insert additional rows below. Two have already been added for your convenience.</i>		
#__		Yr.___ Mo.___
#__		Yr.___ Mo.___
IM.05	The Implementation Manager should have at least two (2) years' experience deploying a comprehensive organizational change management strategy, including but not limited to, communications, stakeholder management, sponsorship, business analysis impacts, training, risk assessment, user adoption, and support.	2 Years
	<b>Max Score:</b> 5 Points	
<b>Project Number</b>	<b>Description of relevant services provided:</b>	<b>Bidder Response</b>
#__		Yr.___ Mo.___
<i>If more than one project is needed to meet this requirement, insert additional rows below. Two have already been added for your convenience.</i>		
#__		Yr.___ Mo.___
#__		Yr.___ Mo.___

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**EXHIBIT 20.1.TRN: TRAINING MANAGER KEY STAFF QUALIFICATIONS FORM**

The Bidder may use up to three (3) different projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience.

Submit one (1) Exhibit 20.1.TRN form for each project cited for the Training Manager Key Staff. Bidder shall submit no more than three (3) Exhibit 20.1.TRN forms.

**Table 54: Exhibit 20.1.TRN – Training Manager Key Staff Project Form**

#	Training Manager Key Staff Project Form	
1	Bidder:	
2	Key Staff Name:	
3	Staff's Cited Project Number:	
4	Staff's Cited Project Name:	
5	Entity Name (of staff's cited project):	
6	Contact Name, Email Address and Telephone Number:	
7	Staff Start Date (MM/DD/YYYY):	
8	Staff End Date (MM/DD/YYYY):	
9	Total Time on this Project (in years and months):	
10	Percentage of time on this Project:	
11	Project Description:	
12	Contract Amount:	

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**EXHIBIT 20.2.TRN: TRAINING MANAGER KEY STAFF QUALIFICATIONS FORM**

The Bidder may use up to three (3) projects to meet the total experience required for each mandatory and desirable experience; however, the Bidder shall submit only one Exhibit 20.2.TRN form, which will detail how the Training Manager Key Staff meets the requirements.

**Table 55: Exhibit 20.2.TRN – Training Manager Key Staff Mandatory Qualifications**

<b>MQ #</b>	<b>Training Manager - Mandatory Qualifications</b>	<b>Requirement</b>
TR.01	The Training Manager shall have at least two (2) years' experience leading and providing training services for at least one information technology project with at least 1,000 Active Users.	2 Years
	<b>Max Score:</b> Pass/Fail	
<b>Project Number</b>	<b>Description of relevant services provided:</b>	<b>Bidder Response</b>
#__		Yr.___ Mo.___
<i>If more than one project is needed to meet this requirement, insert additional rows below. Three have already been added for your convenience.</i>		
#__		Yr.___ Mo.___
#__		Yr.___ Mo.___
#__		Yr.___ Mo.___
TR.02	The Training Manager shall have at least two (2) years' experience planning and developing approaches for delivering training based on training requirements for at least 1,000 users and include multiple stakeholder groups.	2 Years
	<b>Max Score:</b> Pass/Fail	
<b>Project Number</b>	<b>Description of relevant services provided:</b>	<b>Bidder Response</b>
#__		Yr.___ Mo.___



MQ #	Training Manager - Mandatory Qualifications	Requirement
<i>If more than one project is needed to meet this requirement, insert additional rows below. Two have already been added for your convenience.</i>		
#__		Yr.___ Mo.___
#__		Yr.___ Mo.___
TR.03	The Training Manager shall have been involved in at least one (1) statewide project delivering training for a project with at least 1,000 Active Users.	1 Year
<b>Max Score:</b> Pass/Fail		
<b>Project Number</b>	<b>Description of relevant services provided:</b>	<b>Bidder Response</b>
#__		Yr.___ Mo.___
<i>If more than one project is needed to meet this requirement, insert additional rows below. One has already been added for your convenience.</i>		
#__		Yr.___ Mo.___
TR.04	The Training Manager shall have at least two (2) years' experience delivering, tracking and managing online training.	2 Years
<b>Max Score:</b> Pass/Fail		
<b>Project Number</b>	<b>Description of services provided:</b>	<b>Bidder Response</b>
#__		Yr.___ Mo.___
<i>If more than one project is needed to meet this requirement, insert additional rows below. Two have already been added for your convenience.</i>		
#__		Yr.___ Mo.___
#__		Yr.___ Mo.___

**Table 56: Exhibit 20.2.TRN – Training Manager Key Staff Desirable Qualifications**

DQ #	Training Manager - Desirable Qualifications	Requirement
TR.05	The Training Manager should have at least one (1) year experience implementing an EVV training plan in another State for an MCP, Home Health Agency, State Medicaid Agency, or equivalent Health and Human Services Agency department within a State. Bidder must provide a sample training plan or materials from the project that is referenced.  <b>Max Score:</b> 5 Points	1 Year
<b>Project Number</b>	<b>Description of relevant services provided:</b>	<b>Bidder Response</b>
#__		Yr.___ Mo.___
<i>If more than one project is needed to meet this requirement, insert additional rows below. One has already been added for your convenience.</i>		
#__		Yr.___ Mo.___
TR.06	The Training Manager should have at least one (1) years' experience leading training of a California multi-phased information technology project over a large geographical area with at least 10 different training site locations, many of which shall have been multiple regions at least 25 miles apart.  <b>Max Score:</b> 5 Points	1 Year
<b>Project Number</b>	<b>Description of relevant services provided:</b>	<b>Bidder Response</b>
#__		Yr.___ Mo.___
<i>If more than one project is needed to meet this requirement, insert additional rows below. One has already been added for your convenience.</i>		
#__		Yr.___ Mo.___

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**EXHIBIT 20.1.BL: BUSINESS LEAD KEY STAFF QUALIFICATIONS FORM**

The Bidder may use up to five (5) different projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience.

Submit one (1) Exhibit 20.1.BL form for each project cited for the Business Lead Key Staff. Bidder shall submit no more than five (5) Exhibit 20.1.BL forms.

**Table 57: Exhibit 20.1.BL – Business Lead Key Staff Project Form**

#	Business Lead Key Staff Project Form	
1	Bidder:	
2	Key Staff Name:	
3	Staff's Cited Project Number:	
4	Staff's Cited Project Name:	
5	Entity Name (of staff's cited project):	
6	Contact Name, Email Address and Telephone Number:	
7	Staff Start Date (MM/DD/YYYY):	
8	Staff End Date (MM/DD/YYYY):	
9	Total Time on this Project (in years and months):	
10	Percentage of time on this Project:	
11	Project Description:	
12	Contract Amount:	

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**EXHIBIT 20.2.BL: BUSINESS LEAD KEY STAFF QUALIFICATIONS FORM**

The Bidder may use up to five (5) different projects to meet the total experience required for each mandatory and desirable experience; however, the Bidder shall submit only one Exhibit 20.2.BL form, which will detail how the Business Lead Key Staff meets the requirements.

**Table 58: Exhibit 20.2.BL – Business Lead Key Staff Mandatory Qualifications**

<b>MQ #</b>	<b>Business Lead - Mandatory Qualifications</b>	<b>Requirement</b>
BL.01	The Business Lead shall have at least five (5) years' experience developing requirements and design documentation for at least one project with a total contract amount of at least \$1 million.	5 Years
	<b>Max Score:</b> Pass/Fail	
<b>Project Number</b>	<b>Description of relevant services provided:</b>	<b>Bidder Response</b>
#__		Yr.___ Mo.___
<i>If more than one project is needed to meet this requirement, insert additional rows below. Three have already been added for your convenience</i>		
#__		Yr.___ Mo.___
#__		Yr.___ Mo.___
#__		Yr.___ Mo.___
BL.02	The Business Lead shall have at least two (2) years' experience configuring the Bidder's proposed COTS Product.	2 Years
	<b>Max Score:</b> Pass/Fail	
<b>Project Number</b>	<b>Description of relevant services provided:</b>	<b>Bidder Response</b>
#__		Yr.___ Mo.___

MQ #	Business Lead - Mandatory Qualifications	Requirement
<i>If more than one project is needed to meet this requirement, insert additional rows below. Two have already been added for your convenience.</i>		
#__		Yr.___ Mo.___
#__		Yr.___ Mo.___
BL.03	The Business Lead shall have at least three (3) years' experience translating business and technical concepts, both verbally and in writing, between technical subject matter experts and non-technical team members.  <b>Max Score:</b> Pass/Fail	3 Years
<b>Project Number</b>	<b>Description of relevant services provided:</b>	<b>Bidder Response</b>
#__		Yr.___ Mo.___
<i>If more than one project is needed to meet this requirement, insert additional rows below. Two have already been added for your convenience.</i>		
#__		Yr.___ Mo.___
#__		Yr.___ Mo.___
BL.04	The Business Lead shall have at least two (2) years' experience leading in an agile development approach to identify gaps with existing systems/business processes and to develop new requirements, user stories, or use cases.  <b>Max Score:</b> Pass/Fail	2 Years
<b>Project Number</b>	<b>Description of relevant services provided:</b>	<b>Bidder Response</b>
#__		Yr.___ Mo.___
<i>If more than one project is needed to meet this requirement, insert additional rows below. Two have already been added for your convenience.</i>		
#__		Yr.___ Mo.___

MQ #	Business Lead - Mandatory Qualifications	Requirement
#__		Yr.____ Mo.____

**Table 59: Exhibit 20.2.BL – Business Lead Key Staff Desirable Qualifications**

DQ #	Business Lead - Desirable Qualifications	Requirement
BL.05	The Business Lead should have at least two (2) years' experience working with a Medicaid program developing or managing business requirements for a Medicaid information system.	2 Years
	<b>Max Score:</b> 5 Points	
<b>Project Number</b>	<b>Description of relevant services provided:</b>	<b>Bidder Response</b>
#__		Yr.____ Mo.____
<i>If more than one project is needed to meet this requirement, insert additional rows below. One has already been added for your convenience.</i>		
#__		Yr.____ Mo.____
BL.06	The Business Lead should have at least one (1) years' EVV experience meeting the federally mandated CMS requirements for EVV.	1 Year
	<b>Max Score:</b> 5 Points	
<b>Project Number</b>	<b>Description of relevant services provided:</b>	<b>Bidder Response</b>
#__		Yr.____ Mo.____
<i>If more than one project is needed to meet this requirement, insert additional rows below. One has already been added for your convenience.</i>		
#__		Yr.____ Mo.____



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**EXHIBIT 20.1.MO: M&O MANAGER KEY STAFF QUALIFICATIONS FORM**

The Bidder may use up to five (5) different projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience.

Submit one (1) Exhibit 20.1.MO form for each project cited for the M&O Manager Key Staff. Bidder shall submit no more than five (5) Exhibit 20.1.MO forms.

**Table 60: Exhibit 20.1.MO – M&O Manager Key Staff Project Form**

#	M&O Manager Key Staff Project Form	
1	Bidder:	
2	Key Staff Name:	
3	Staff's Cited Project Number:	
4	Staff's Cited Project Name:	
5	Entity Name (of staff's cited project):	
6	Contact Name, Email Address and Telephone Number:	
7	Staff Start Date (MM/DD/YYYY):	
8	Staff End Date (MM/DD/YYYY):	
9	Total Time on this Project (in years and months):	
10	Percentage of time on this Project:	
11	Project Description:	
12	Contract Amount:	

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**EXHIBIT 20.2.MO: M&O MANAGER KEY STAFF QUALIFICATIONS FORM**

The Bidder may use up to five (5) different projects to meet the total experience required for each mandatory and desirable experience; however, the Bidder shall submit only one Exhibit 20.2.MO form, which will detail how the M&O Manager Key Staff meets the requirements.

**Table 61: Exhibit 20.2.MO – M&O Manager Key Staff Mandatory Qualifications**

<b>MQ #</b>	<b>M&amp;O Manager - Mandatory Qualifications</b>	<b>Requirement</b>
OM.01	The Maintenance and Operations Manager shall have at least five (5) years' experience managing IT system operations and ensuring the system meets performance and availability requirement on a project with annual costs of at least \$1 million and 50,000 application Active Users.	5 Years
	<b>Max Score:</b> Pass/Fail	
<b>Project Number</b>	<b>Description of relevant services provided:</b>	<b>Bidder Response</b>
#__		Yr.___ Mo.___
<i>If more than one project is needed to meet this requirement, insert additional rows below. Three have already been added for your convenience.</i>		
#__		Yr.___ Mo.___
#__		Yr.___ Mo.___
#__		Yr.___ Mo.___
OM.02	The Maintenance and Operations Manager shall have at least five (5) years' experience managing IT operations services, including but not limited to, service desk, release management, information security, cloud services, and incident resolution of a production application environment.	5 Years
	<b>Max Score:</b> Pass/Fail	

MQ #	M&O Manager - Mandatory Qualifications	Requirement
<b>Project Number</b>	<b>Description of relevant services provided:</b>	<b>Bidder Response</b>
#__		Yr.___ Mo.___
<i>If more than one project is needed to meet this requirement, insert additional rows below. Two have already been added for your convenience.</i>		
#__		Yr.___ Mo.___
#__		Yr.___ Mo.___

**Table 62: Exhibit 20.2.MO – M&O Manager Key Staff Desirable Qualifications**

DQ #	M&O Manager - Desirable Qualifications	Requirement
OM.03	The Maintenance and Operations Manager should have a current Practitioner level or higher certificate in ITIL® v3 or later, including General Management, Management, and Technology Management practices, or equivalent IT Service Management certification. An alternative certification to ITIL may include COBITS 5, ISO/IEC 2000, or Knowledge Centered Service. Bidder shall provide a copy of the certification.	Certified
	<b>Max Score:</b> 5 Points	
<b>Certification Number</b>		<b>Bidder Response</b>
<b>Certification Link (if applicable):</b>		Yes <input type="checkbox"/> No <input type="checkbox"/>

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**EXHIBIT 20.3: KEY STAFF PAST PERFORMANCE FORM**

This section is not applicable to this RFP

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**EXHIBIT 21: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS**

The Bidder must indicate agreement to each of the functional, non-functional, mandatory, and mandatory optional requirements in the table below as described in RFP Part 1, Section 4.2.1. By indicating “Yes” in the sixth column, the Bidder affirms that it understands the requirement and agrees to comply with the requirement. Answering “No” to any of the mandatory functional and non-functional requirements in the Final Proposal will result in the proposal being deemed non-responsive.

**Table 63: Exhibit 21 – Functional and Non-Functional Requirements**

<b>Req. ID</b>	<b>Category Name &amp; Requirement</b>	<b>Requirement Type</b>	<b>Classification</b>	<b>Max Score</b>	<b>Bidder Response (Y/N)</b>	<b>Bidder Comments (Optional)</b>
<b>1.</b>	<b>Provider &amp; Recipient Management</b>					
<b>1.1</b>	<b>Provider and Recipient Data Import / Export</b> – The EVV Solution shall provide the functionality to import and export Provider and Recipient data, to include the services for which a Recipient is authorized, and assignment of a Provider to a Recipient for a service.					
1.1.1	The EVV Solution shall support add and update transactions for importing Provider and Recipient data.	Functional	Mandatory	Pass/ Fail		
1.1.2	The EVV Solution shall provide the functionality for an authorized user to manually import Provider and Recipient data electronically through data upload using a web application user interface.	Functional	Mandatory	Pass/ Fail		
1.1.3	The EVV Solution shall provide the functionality to import Provider and Recipient data electronically, through a real time web service with an authorized external system.	Functional	Mandatory	Pass/ Fail		

1.1.4	The EVV Solution shall provide the functionality to import Provider and Recipient data electronically, through a scheduled bulk data interface with an authorized external system.	Functional	Mandatory	Pass/ Fail		
1.1.5	The EVV Solution shall maintain associations between Providers, Recipients, Provider Agencies, Jurisdictional Entities, and Authorized Services as required to support restricting data access and identifying applicable Provider and Recipient attributes, including but not limited to: <ul style="list-style-type: none"> <li>• Provider Agency: Jurisdictional Entity</li> <li>• In-Home Provider: Provider Agency</li> <li>• Recipient: In-Home Provider and Authorized Service</li> </ul>	Functional	Mandatory	Pass/ Fail		
1.1.6	The EVV Solution shall support complex Provider Agency organizational structures without requiring users to have multiple accounts, including but not limited to: <ul style="list-style-type: none"> <li>• Provider Agencies with multiple EINs, multiple organizational NPIs, or multiple IDs designated by Jurisdictional Entities.</li> <li>• Provider Agencies having contracts with or otherwise serving multiple Jurisdictional Entities.</li> <li>• Provider Agencies with multiple offices or locations.</li> </ul>	Functional	Mandatory	Pass/ Fail		

1.1.9	The EVV Solution shall provide the functionality to export Provider and Recipient data in multiple formats, such as Excel and CSV.	Functional	Mandatory	Pass/ Fail		
<b>1.2</b>	<b>Provider and Recipient Data Management</b> – The EVV Stion shall allow an authorized user to manage Provider and Recipient dat, including accessing, editing and exporting data.					
1.2.1	The EVV Solution shall allow an authorized user to view and manually add, update, and associate Provider and Recipient data through a web application user interface.	Functional	Mandatory	Pass/ Fail		
1.2.2	The EVV Solution shall provide web-based display of Provider and Recipient data using user-configurable objects, such as dashboards, lists, views, maps, pictures, pivot tables, charts, and graphs.	Functional	Mandatory	Pass/ Fail		
1.2.3	The EVV Solution shall provide authorized users the functionality to sort, filter, and group Provider and Recipient data, and calculate metrics, such as counts of active records, and changes over specified timeframes.	Functional	Mandatory	Pass/ Fail		
1.2.4	The EVV Solution shall allow authorized users to search Provider and Recipient data by any required data element.	Functional	Mandatory	Pass/ Fail		
1.2.5	The EVV Solution shall support designating multiple locations as "Home" for a Recipient.	Functional	Mandatory	Pass/ Fail		

1.2.6	The EVV Solution should provide the functionality for an authorized user to merge and deduplicate Provider and Recipient records.	Functional	Desirable Scored	5 Points			
<b>1.3</b>	<b>Visit Scheduling</b> – The EVV Solution shall provide Visit Scheduling functionality as a Provider option.						
1.3.1	The EVV Solution shall provide Visit Scheduling functionality, accessible to Provider Agencies through a web application user interface.	Functional	Mandatory Optional	Pass/ Fail			
1.3.2	The EVV Solution shall provide the functionality to import Visit Schedule data.	Functional	Mandatory Optional	Pass/ Fail			
1.3.3	The EVV Solution shall provide the functionality to export Visit Schedule data.	Functional	Mandatory Optional	Pass/ Fail			
1.3.4	The EVV Solution shall provide an authorized user the functionality to manually enter, view, search, and update Visit Schedule data.	Functional	Mandatory Optional	Pass/ Fail			
<b>2.</b>	<b>Visit Verification</b>						
<b>2.1</b>	<b>Check in /Check Out</b> – The EVV Solution shall provide the functionality to capture and electronically verify via multiple methods the six required EVV data elements required by Section 1903(l) of the Social Security Act, plus additionally required visit information (to be determined with the State) during the visit.						
2.1.1	The EVV Solution shall provide a mobile application for both iOS and Android devices for capturing and electronically verifying visit data.	Functional	Mandatory	Pass/ Fail			

2.1.2	The EVV Solution shall provide a telephonic system such as interactive voice response (IVR) for capturing and electronically verifying visit data using a land line telephone.	Functional	Mandatory	Pass/ Fail		
2.1.3	The EVV Solution shall support check in for a visit using one method and check out using a different method, such as when the primary method is out of service.	Functional	Mandatory	Pass/ Fail		
2.1.4	The EVV Solution's mobile application shall use Global Positioning System (GPS) data to electronically verify the location of the service.	Functional	Mandatory	Pass/ Fail		
2.1.5	The EVV Solution's telephonic visit capture method shall use automated number identification (ANI) technology to electronically verify the Recipient and that the location of the service was in the home when using a land line telephone.	Functional	Mandatory	Pass/ Fail		
2.1.6	The EVV Solution shall provide a fixed device option for capturing and electronically verifying visit data for Recipients where the primary electronic verification methods (mobile application and land line telephone) are unavailable.	Functional	Mandatory	Pass/ Fail		

2.1.7	The EVV Solution shall provide a web application option for capturing and electronically verifying visit data for use when other electronic verification methods (mobile application, land line telephone, or fixed device) are unavailable.	Functional	Mandatory	Pass/ Fail		
2.1.8	The EVV Solution's mobile and web applications shall delete all visit data from the device once the data has been successfully transmitted to the host or expires based on data retention rules.	Functional	Mandatory	Pass/ Fail		
2.1.9	The EVV Solution's mobile and web applications shall only use a device's location services to capture location data at the time of check in and check out.	Functional	Mandatory	Pass/ Fail		
2.1.10	The EVV Solution shall capture each visit initiated, and indicate whether or not the visit was electronically verified.	Functional	Mandatory	Pass/ Fail		
2.1.11	The EVV Solution shall electronically verify that visit location at the time of check in and check out was in the home or in the community.	Functional	Mandatory	Pass/ Fail		
2.1.12	The EVV Solution shall maintain visit verification metadata, such as telephone number, fixed device code, or GPS coordinates for audit purposes.	Functional	Mandatory	Pass/ Fail		

2.1.1 3	The EVV Solution shall support multiple visit scenarios, including but not limited to the following: <ul style="list-style-type: none"> <li>• A Provider performs services for multiple Recipients on the same day.</li> <li>• A Provider performs multiple services for a single Recipient through one or more visits on the same day.</li> <li>• A Provider performs multiple services funded by different programs for a single Recipient during the same visit.</li> <li>• A home visit starts or ends in the community.</li> <li>• One or more Providers perform services in a home where multiple Recipients reside.</li> <li>• A Recipient receives services from multiple Providers on the same day.</li> </ul>	Functional	Mandatory	Pass/ Fail		
2.1.1 4	The EVV Solution's mobile application shall store EVV data while disconnected from the network, and upload the data once connection has been restored.	Functional	Mandatory	Pass/ Fail		
2.1.1 5	The EVV Solution should be configurable to optionally require a Recipient to approve the service, either during or after the visit.	Functional	Desirable Scored	5 Points		
2.1.1 6	The EVV Solution should allow notes to be added to visit information during or after the visit as a configurable option.	Functional	Desirable Scored	5 Points		

<b>2.2</b>	<b>Visit Data Management</b> – The EVV Solution shall allow an authorized user to manage visit data, including creating, deleting, editing, monitoring, and exporting visit data.					
2.2.1	The EVV Solution shall allow an authorized user to create, delete, view, and edit a visit through a web application user interface.	Functional	Mandatory	Pass/ Fail		
2.2.2	The EVV Solution shall allow an authorized user to enter or correct visit data manually after the visit to correct errors or supply missing data, and shall identify that the visit record was manually edited.	Functional	Mandatory	Pass/ Fail		
2.2.3	The EVV Solution shall allow an authorized user to specify a reason when visit data was not captured and/or electronically verified during the visit or when visit data was manually edited.	Functional	Mandatory	Pass/ Fail		
2.2.4	The EVV Solution shall provide a means of finalizing visit data after the visit and before the data is accessible in the EVV Solution's Aggregator Portal.	Functional	Mandatory	Pass/ Fail		
2.2.5	The EVV Solution should track the status of visits, e.g., not started, in progress, completed, missed, or is missing required data.	Functional	Desirable Scored	5 Points		



<b>2.3</b>	<b>Fixed Device Installation and Support</b> – Contractor shall provide, install and support fixed devices to be used for visit data capture and verification where the primary electronic verification methods (mobile application and land line telephone) are unavailable as directed by the State.					
2.3.1	Contractor shall provide and install a fixed device in a Recipient's home as directed by the State.	Functional	Mandatory Optional	Pass/ Fail		
2.3.2	Contractor shall support installed fixed devices, including but not limited to battery replacement, device replacement, and removal/return of the device as directed by the State.	Functional	Mandatory Optional	Pass/ Fail		
<b>3.</b>	<b>Data Aggregation</b>					
<b>3.1</b>	<b>Alternate EVV Solution Data Import</b> – The EVV Solution shall provide the functionality to import finalized completed visit data from Providers that are using alternate EVV systems.					
3.1.1	The EVV Solution shall provide the functionality to import completed visit data from Providers that are using alternate EVV solutions; completed visit data shall include the six (6) required data elements, plus related visit and identifying data, such as funding source, number of service units, Provider Agency, and source system.	Functional	Mandatory	Pass/ Fail		
3.1.2	The EVV Solution shall support add, delete, and update import transactions for completed visit data.	Functional	Mandatory	Pass/ Fail		

3.1.3	The EVV Solution shall provide the functionality to import completed visit data from authorized Providers through a real time web service.	Functional	Mandatory	Pass/ Fail		
3.1.4	The EVV Solution shall provide the functionality to import completed visit data from authorized Providers through a scheduled bulk data interface.	Functional	Mandatory	Pass/ Fail		
3.1.5	The EVV Solution shall provide the functionality to manually import completed visit data from authorized Providers through a web-based user interface.	Functional	Mandatory	Pass/ Fail		
3.1.6	The EVV Solution shall aggregate completed visit data received from alternate EVV systems with data captured directly by the solution such that it provides seamless user access to all completed visit data.	Functional	Mandatory	Pass/ Fail		
3.1.7	The EVV Solution shall provide a response to senders of imported visit data acknowledging or rejecting the imported data and providing the reason for errors and processing statistics, such as number of records received and number of records with errors.	Functional	Mandatory	Pass/ Fail		
<b>3.2</b>	<b>Aggregated EVV Data Access</b> – The EVV Solution shall allow authorized users read only access to aggregated EVV data via a web-based user interface.					

3.2.1	The EVV Solution shall allow authorized users web-based read-only access to view aggregated EVV data to include all EVV data elements applicable to the user's role and security access level.	Functional	Mandatory	Pass/ Fail		
3.2.2	The EVV Solution shall provide web-based displays of EVV data using user-configurable objects, such as dashboards, lists, views, maps, pictures, pivot tables, charts, and graphs.	Functional	Mandatory	Pass/ Fail		
3.2.3	The EVV Solution shall allow authorized users to sort, filter, and group viewable EVV data, systems, and queries.	Functional	Mandatory	Pass/ Fail		
3.2.4	The EVV Solution shall allow authorized users to calculate and display metrics based on EVV data, such as counts of visits and Recipients served over specified timeframes.	Functional	Mandatory	Pass/ Fail		
3.2.5	The EVV Solution shall allow authorized users to search aggregated EVV data by any required data element.	Functional	Mandatory	Pass/ Fail		
3.2.6	The EVV Solution shall assign a unique identifier to each completed visit record whether the visit was captured by the EVV Solution or by an Alternate EVV System.	Functional	Mandatory	Pass/ Fail		
<b>4.</b>	<b>Reporting</b>					
<b>4.1</b>	<b>EVV Data Reporting</b> – The EVV Solution shall allow authorized users to format, report, and export EVV data.					

4.1.1	The EVV Solution shall allow authorized users to export EVV data in multiple formats, including but not limited to CSV, XML, XLSX, and formatted reports, such as Text, Word, and PDF.	Functional	Mandatory	Pass/ Fail		
4.1.2	The EVV Solution shall provide the functionality to create and configure predefined reports of EVV data.	Functional	Mandatory	Pass/ Fail		
4.1.3	The EVV Solution shall allow authorized users to select, run, and view the output of predefined reports of EVV data from a list of available reports, both on demand and according to a configurable schedule.	Functional	Mandatory	Pass/ Fail		
4.1.4	The EVV Solution shall notify users when requested reports are available for download.	Functional	Mandatory	Pass/ Fail		
4.1.5	The EVV Solution shall allow authorized users to perform ad hoc queries and create user-defined reports against all EVV data elements.	Functional	Mandatory	Pass/ Fail		
4.1.6	The EVV Solution should allow authorized users to save ad hoc queries and reports for reuse and share them with other users.	Functional	Desirable Scored	5 Points		
4.1.7	The EVV Solution should retain requested reports for user download for a configurable duration.	Functional	Desirable Scored	5 Points		

4.1.8	The EVV Solution should provide the functionality for associating configurable parameters with pre-defined and ad hoc reports, such as date ranges, Jurisdictional Entities, and Authorities.	Functional	Desirable Scored	9 Points		
4.1.9	The EVV Solution shall send aggregated EVV data to the State's data warehouse via a scheduled bulk data interface.	Functional	Mandatory	Pass/Fail		
<b>4.2</b>	<b>EVV System Data Reporting</b> – The EVV Solution shall a authorized users to access, report, and export system data.					
4.2.1	The EVV Solution shall allow authorized users to access system event and transaction log data and other system data pertinent to EVV data processing, such as for system performance, security and audit purposes.	Functional	Mandatory	Pass/Fail		
4.2.2	The EVV Solution shall allow authorized users to search, sort, filter, format, and calculate metrics on event and transaction log data and other system data pertinent to EVV data processing.	Functional	Mandatory	Pass/Fail		
4.2.3	The EVV Solution shall allow authorized users to report and export selected and formatted system data stored in event and system logs and other system data sources.	Functional	Mandatory	Pass/Fail		
<b>5.</b>	<b>EVV Solution</b>					

5.1	<b>General Functional</b> – The EVV Solution shall provide general functionality applicable to multiple functional categories.		
5.1.1	The EVV Solution shall validate all data entering the system through any user or automated interface against configurable business rules.	Functional	Mandatory
5.1.2	The EVV Solution shall log system events, including but not limited to: <ul style="list-style-type: none"> <li>• Data uploads/imports</li> <li>• Data downloads/exports</li> <li>• Data captures and edits</li> <li>• Errors</li> <li>• User login attempts</li> <li>• User account creates, reads, updates</li> <li>• Claim validation requests and responses (if applicable)</li> </ul>	Functional	Mandatory
5.1.3	The EVV Solution shall provide contextualized online help for all user functions.	Functional	Mandatory
5.1.4	The EVV Solution shall employ error and exception handling to support user efficiency, including display of meaningful warning messages for invalid or missing data.	Functional	Mandatory
5.1.5	The EVV Solution should provide the functionality to send or post banners, messages, alerts, or notices to users, such as to notify users of system changes, outages, or announcements.	Functional	Desirable Scored
		Pass/ Fail	Pass/ Fail
		5 Points	

5.1.6	The EVV Solution should allow an authorized user to send or post messages, alerts, or notices to individuals or groups of users, such as to notify users of system changes, outages, or announcements.	Functional	Desirable Scored	9 Points		
5.1.7	The EVV Solution should support a configurable data retention period or expiration date for EVV data and system logs.	Functional	Desirable Scored	9 Points		
<b>5.2</b>	<b>General Non-Functional</b> – The EVV Solution shall possess required non-functional attributes in areas such as performance, availability, scalability, and configurability.					

5.2.1	<p>The EVV Solution shall be configurable so that all State EVV Solution Functional and Non-Functional requirements can be satisfied without the need for custom coding or software compilation. Types of configurable items shall include but not be limited to:</p> <ul style="list-style-type: none"> <li>• Branding of mobile applications, IVR prompts, web pages</li> <li>• Data elements included in user interfaces, system interfaces, and reports</li> <li>• System interface and data extract formats</li> <li>• Report formats</li> <li>• Permissible values for data elements</li> <li>• Business rules that specify actions taken under various error or exception conditions</li> <li>• Default pages and content</li> <li>• User Roles/Types and permissions</li> <li>• Activating or deactivating optional features</li> <li>• Adding data elements not included in the EVV Solution out of the box, including but not limited to, NPI and State issued Provider and Recipient Identifiers</li> </ul>	Non-Functional	Mandatory	Pass/Fail		
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5.2.2	The EVV Solution shall support different configuration settings applicable to a Department, Program or Authority.	Non-Functional	Mandatory	Pass/ Fail		
5.2.3	The EVV Solution should allow an authorized user to perform functional configuration changes, such as to business rules or code tables.	Non-Functional	Desirable Scored	8 Points		
5.2.4	The EVV Solution shall import and export data in accordance with defined and standardized interface specifications.	Non-Functional	Mandatory	Pass/ Fail		
5.2.5	The EVV Solution shall be available for use by authorized users as specified in SLAs.	Non-Functional	Mandatory	Pass/ Fail		
5.2.6	The EVV Solution shall be architected with a high availability infrastructure including multiple operating environments to minimize unavailability and loss of data in case of total loss of a data center.	Non-Functional	Mandatory	Pass/ Fail		
5.2.7	The EVV Solution response time shall be within specified SLAs.	Non-Functional	Mandatory	Pass/ Fail		
5.2.8	The EVV Solution shall be architected such that access to data for reporting purposes does not impact online or real time performance.	Non-Functional	Mandatory	Pass/ Fail		
5.2.9	The EVV Solution shall be rapidly scalable to meet performance SLAs without delays associated with hardware or software procurement and installation.	Non-Functional	Mandatory	Pass/ Fail		

5.2.10	The EVV Solution shall provide real time error handling and alerts that support system status monitoring and reporting.	Non-Functional	Mandatory	Pass/Fail		
5.2.11	The EVV Solution shall be minimally burdensome on its users, e.g., reliable, accessible, and easy to use.	Non-Functional	Mandatory	Pass/Fail		
5.2.12	The EVV Solution shall be kept current with operating system updates, platform upgrades, and security patches in accordance with SLAs.	Non-Functional	Mandatory	Pass/Fail		
<b>5.3</b>	<b>Compliance</b> – The EVV Solution shall be compliant with applicable State and federal laws, regulations, policies and standards.					
5.3.1	The EVV Solution shall be compliant with HIPAA and all other applicable state and federal laws, regulations, policies and standards, including but not limited to: <ul style="list-style-type: none"> <li>• Electronic Transactions</li> <li>• Privacy</li> <li>• Security</li> <li>• Breach Notification</li> <li>• Data Retention</li> </ul>	Non-Functional	Mandatory	Pass/Fail		
5.3.2	The EVV Solution shall perform all processing and store all data within the continental United States.	Non-Functional	Mandatory	Pass/Fail		
5.3.3	The EVV Solution shall be compliant with Medicaid Information Technology Architecture (MITA) data and technical standards.	Non-Functional	Mandatory	Pass/Fail		

5.3.4	The EVV Solution shall be accessible to persons with disabilities and satisfy the requirements of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, 36 CFR Part 1194, 42 CFR 431.206, and 45 CFR Part 80.	Non-Functional	Mandatory	Pass/Fail		
5.3.5	The EVV Solution shall have the capability to provide multi-language support for English and non-native English speakers per the Civil Rights Act of 1964, Title VI, Affordable Health Care Act of 2010, Section 1557 and AB-305 Dymally-Alatorre Bilingual Services Act.	Non-Functional	Mandatory	Pass/Fail		
5.3.6	The EVV Solution shall be compliant with California Cloud Computing Policy (SAM section 4983).	Non-Functional	Mandatory	Pass/Fail		
5.3.7	The EVV Solution audit log shall contain at a minimum the following: <ul style="list-style-type: none"> <li>• Date and Time</li> <li>• The unique user ID of a user</li> <li>• The event or operation on the data:                     <ul style="list-style-type: none"> <li>• Views of data</li> <li>• Changes to data</li> <li>• Addition of data</li> <li>• Deletion of data</li> </ul> </li> </ul>	Non-Functional	Mandatory	Pass/Fail		
5.3.8	The EVV Solution shall leverage web services and adhere to industry standards, such as REST, XML, JSON, SAML.	Non-Functional	Mandatory	Pass/Fail		
<b>6.</b>	<b>Security</b>					

6.1	<b>Security</b> – The EVV Solution shall be compliant with all applicable State, federal, and industry privacy and security standards and regulations.					
6.1.1	The EVV Solution shall comply with the security provisions in the HIPPA Security Rule such that an independent, third-party security and privacy controls assessment results in zero unmitigated vulnerabilities in high or very high-risk levels per the definitions in NIST SP 800-30 Revision 1.	Non-Functional	Mandatory	Pass/ Fail		
6.1.2	The EVV Solution shall authenticate and authorize a user prior to allowing the user to access or edit data and regardless of the device type used.	Non-Functional	Mandatory	Pass/ Fail		
6.1.3	The EVV Solution shall limit user access to features, capabilities, and data by business need, such as by Jurisdictional Entity, Provider Agency, user role, and security access level.	Non-Functional	Mandatory	Pass/ Fail		
6.1.4	The EVV Solution shall use a FIPS 140-2 compliant encryption for data at rest and in transit.	Non-Functional	Mandatory	Pass/ Fail		
6.1.5	The EVV Solution shall be hosted in an environment that complies with NIST SP 800-53 (rev. 4) security and privacy controls moderate baseline or higher and/or (FedRAMP) Version 2.0, moderate baseline or higher.	Non-Functional	Mandatory	Pass/ Fail		

6.1.6	The EVV Solution shall be compliant with NIST SP 800-63-3 level 2 for Identity, Authenticator, and Federation Assurance levels.	Non-Functional	Mandatory	Pass/Fail		
6.1.7	The EVV Solution shall allow only authorized external systems to access EVV data via interfaces.	Non-Functional	Mandatory	Pass/Fail		
6.1.8	The EVV Solution should allow an authorized user to configure a user's or user group's access to data.	Non-Functional	Desirable Scored	8 Points		
6.1.9	The EVV Solution should provide the functionality to hide or mask data elements in displays or reports depending on user role or access level.	Non-Functional	Desirable Scored	9 Points		
6.1.10	The EVV Solution should provide for prompt and efficient user account provisioning and deprovisioning that minimizes administrative burden.	Non-Functional	Desirable Scored	8 Points		

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**EXHIBIT 22: DELIVERABLES**

**EXHIBIT 22.1 DELIVERABLES LIST**

Bidder must indicate agreement to each of the deliverables listed in the table below as described in RFP Section 7.3.5.2. By indicating “Yes,” the Bidder affirms that it understands the requirement and agrees to comply with the requirement. Answering “No” to any of the mandatory deliverables in the Final Proposal will result in the proposal being deemed non-responsive.

**Table 64: Exhibit 22.1 – Deliverables List**

<b>Deliverable ID</b>	<b>Deliverable Name</b>	<b>Task Group(s)</b>	<b>Bidder Agrees to Produce (Y/N)</b>
DEL-01	Application User Guide	4, 11, 18	
DEL-02	Close-Out Plan	20	
DEL-03	Configuration Changes Document	4, 11, 19	
DEL-04	Detailed Design Specification	3, 10, 18	
DEL-05	Incident Management Plan	5, 12, 18	
DEL-06	Implementation Plan	2, 10, 18	
DEL-07	Interface and Integration Specifications Document	8, 15	
DEL-08	Interface Specifications Guide for Alternate EVV Solutions	8, 15	
DEL-09	Maintenance and Operations (M&O) Report	17	
DEL-10	Monthly Status Report (MSR)	1	
DEL-11	Onboarding and Deployment Completion Results	9, 16	
DEL-12	Operational Readiness Report	6, 13, 18	
DEL-13	Outreach and Training Plan	7, 14, 15, 19	
DEL-14	Outreach and Training Materials	7, 14, 15, 19	
DEL-15	Performance and Capacity Management Plan	2, 11, 17	

<b>Deliverable ID</b>	<b>Deliverable Name</b>	<b>Task Group(s)</b>	<b>Bidder Agrees to Produce (Y/N)</b>
DEL-16	Project Schedule	1	
DEL-17	Release Management Plan	5, 12	
DEL-18	Reports User Guide	4, 11	
DEL-19	Root Cause Analysis Report	1, 17	
DEL-20	System Architecture and Infrastructure Specifications	2, 11, 17	
DEL-21	System Security Plan	2, 11, 17	
DEL-22	Test Plan	5, 12	
DEL-23	Test Support Materials	5, 12	
DEL-24	Test Results Completion Report	5, 12	
DEL-25	Change Control Management Plan	1, 19	
DEL-26	Configuration Management Plan	1, 19	
DEL-27	Data Management Plan	2, 17	
DEL-28	Requirements Management Plan and Traceability Matrix (RTM)	1, 17	
DEL-29	Schedule Management Plan	1, 17	
DEL-30	Staff Management Plan	1, 17	



**EXHIBIT 22.2 CONTRACTOR DELIVERABLES**

<b>DEL-01: Application User Guide</b>	
<b>ID</b>	DEL-01
<b>Name</b>	Application User Guide
<b>Frequency</b>	Formally submitted prior to PCS UAT and HHCS UAT. Document will be maintained by the Contractor and updated no later than thirty (30) calendar days following any configuration change released into Production.
<b>Standards</b>	<ul style="list-style-type: none"> <li>• EVV Deliverable Template</li> </ul>
<b>DED?</b>	No DED required
<b>Due Date</b>	First submission due within sixty (60) calendar days prior to UAT start
<b>Review Period</b>	Ten (10) business days
<b>Contractor Update Period</b>	Five (5) business days
<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	The Application User Guide provides an overview and comprehensive walkthrough of the EVV application for all EVV users so that they understand all essential information and can make full use of the EVV Solution. The Application User Guide should address all aspects of the Solution. The intent is to have a guide or section for each unique role, and the Application User Guide may be split into the main user types, such as Admin, User, Aggregator Portal, User Interface, etc., to tailor the content to each unique user audience.

<b>DEL-01: Application User Guide</b>	
<b>Required Content</b>	<p>The Application User Guide shall include:</p> <ul style="list-style-type: none"><li>• Roles and responsibilities</li><li>• Assumptions and constraints</li><li>• An overview and comprehensive walkthrough of the EVV Solution applications</li><li>• Step by step instructions for capturing the federally required six data elements as well as other key functionality and features of the application</li><li>• Descriptions of the application features, functionality, and navigation</li><li>• Descriptions of screens, drop-down values, selection fields, forms, mandatory data elements, business rules, and data validations using language that can be understood by a general audience</li><li>• Descriptions of configurable variables, their functionality, and definitions</li><li>• Sample images and examples of screens, forms, and reports</li><li>• Page and flow diagrams using language that can be understood by a general audience</li><li>• Narrative and graphical descriptions of key features using language that can be understood by a general audience</li><li>• Descriptions of workflows and expected outcomes/actions in the flow</li><li>• User permissions, privileges, access, and other controls</li><li>• Privacy and security limitations and instructions</li><li>• Description of error messages and online help features</li><li>• Helpful hints and tricks</li><li>• Troubleshooting guide using language that can be understood by a general audience</li><li>• Reports catalog</li><li>• Description for each report</li><li>• Description of reporting tools</li><li>• Instructions and procedures for accessing, running, creating, and exporting a report</li><li>• Glossary and acronym descriptions</li></ul>

<b>DEL-02: Close-Out Plan</b>	
<b>ID</b>	DEL-02
<b>Name</b>	Close-Out Plan
<b>Frequency</b>	Once prior to Contract term end date
<b>Standards</b>	<ul style="list-style-type: none"> <li>• EVV Deliverable Template</li> <li>• California PMF</li> </ul>
<b>DED?</b>	DED required
<b>Due Date</b>	At least 180 calendar days prior to Contract term end date
<b>Review Period</b>	Ten (10) business days
<b>Contractor Update Period</b>	Five (5) business days
<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	The purpose of the Close-Out Plan is to provide an approach for how the Contract Closeout tasks will be completed to close out the Contractor's services and cease delivery of the EVV Solution.

<b>DEL-02: Close-Out Plan</b>	
<b>Required Content</b>	<p>The Closeout Plan shall include:</p> <ul style="list-style-type: none"> <li>• Roles and responsibilities</li> <li>• Assumptions and constraints</li> <li>• Contractor approach to working collaboratively with the State and its contractor staff to help ensure the shutdown of services and smooth transition to replacement products or services as required.</li> <li>• Provision of artifacts, reports, responses to inquiries, and other information as requested by the State pertaining to delivery of all services specified in the Contract</li> <li>• Final submission of the latest system configuration, including roles, interface specifications, and Aggregator/Data Warehouse configuration</li> <li>• Contractor approach to supporting the State's efforts to extract all State-owned data from the EVV Solution</li> <li>• Contractor will include verbiage from the new Contractor task to extract the data in a format, so it can be transitioned as needed to a future primary EVV vendor.</li> <li>• Contractor approach to ensuring that all State-owned data is deleted from all Contractor systems or instances not later than the last day of the Contract term, including but not limited to: user, provider, recipient, and visit data</li> <li>• Contractor closeout schedule</li> <li>• Delivery and acceptance of all Deliverables</li> <li>• Verification that all requirements have been met</li> <li>• Final release of the application to Production</li> <li>• Contractor staff roll-off schedule</li> </ul>

<b>DEL-03: Configuration Changes Document</b>	
<b>ID</b>	DEL-03
<b>Name</b>	Configuration Changes Document

<b>DEL-03: Configuration Changes Document</b>	
<b>Frequency</b>	Formally submitted prior to PCS UAT and HHCS UAT. Document will be maintained by the Contractor and updated each time configuration changes are released into Production and updated no later than thirty (30) calendar days following any configuration change released into Production.
<b>Standards</b>	EVV Deliverable Template
<b>DED?</b>	DED required
<b>Due Date</b>	First submission due within 120 calendar days prior to UAT start
<b>Review Period</b>	Ten (10) business days
<b>Contractor Update Period</b>	Five (5) business days
<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	The Configuration Changes Document describes the Contractor's base COTS solution and all configurations made to that base COTS solution to meet California requirements. Configurations shall be described in technical terms.

<b>DEL-03: Configuration Changes Document</b>	
<b>Required Content</b>	<p>The Configuration Changes Document shall include:</p> <ul style="list-style-type: none"> <li>• Roles and responsibilities</li> <li>• Assumptions and constraints</li> <li>• References to the documented approach and methodology to capture and implement configuration changes, including changes to table values, parameters, and business logic as outlined in the Implementation Plan</li> <li>• References to the documented approach and methodology to validating configurations after deployment to each system environment, as outlined in the Implementation Plan, Configuration Management Plan, and the Change Control Management Plan</li> <li>• References to the documented approach and methodology to track configuration changes, as outlined in the Configuration Management Plan; including dependency Map to show how configuration items are controlled</li> <li>• References to the documented approach and methodology to how configuration changes shall be requested, evaluated, approved and implemented, including procedures for emergency configuration change releases</li> <li>• Descriptions of the configurable features of the Contractor's base COTS solution, both technical and functional</li> <li>• Identification and description of actual configured items and configuration changes to the Contractor's base COTS solution, both technical and functional</li> <li>• Identification and description of configuration changes to all environments if different than Production</li> <li>• Guidance for authorized System administrators to make approved configuration changes.</li> </ul>

<b>DEL-04: Detailed Design Specification</b>	
<b>ID</b>	DEL-04
<b>Name</b>	Detailed Design Specification

<b>DEL-04: Detailed Design Specification</b>	
<b>Frequency</b>	Formally submitted after completion of PCS Analysis and Design. Formally submitted after completion of HHCS Analysis and Design. Document will be maintained by the Contractor and updated each time changes are released into Production and updated no later than thirty (30) calendar days following any configuration change released into Production.
<b>Standards</b>	EVV Deliverable Template
<b>DED?</b>	DED required
<b>Due Date</b>	First submission due within thirty (30) calendar days Functional Configuration start
<b>Review Period</b>	Ten (10) business days
<b>Contractor Update Period</b>	Five (5) business days
<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	The Detailed Design Specifications document provides a comprehensive and detailed description of the business, functional, and technical specifications of the EVV Solution which meet State requirements. Changes are described in terms of business needs.
<b>Required Content</b>	The Detailed Design Specification shall include: <ul style="list-style-type: none"> <li>• Roles and responsibilities</li> <li>• Assumptions and constraints</li> <li>• Comprehensive description of the solution's business and technical functionality</li> <li>• Description of the configurable aspects of the system</li> <li>• Description of the configuration changes required specific for California</li> <li>• Comprehensive and detailed business, functional, user interface, security, privacy, reporting and processing design of the configured EVV Solution.</li> <li>• Language that can be understood by a general audience, yet still targets the technical staff responsible for managing and maintaining the solution.</li> <li>• Reports specifications for canned, ad hoc, and other report types</li> <li>• Reports catalog, including description and purpose</li> </ul>

<b>DEL-05: Incident Management Plan</b>	
<b>ID</b>	DEL-05
<b>Name</b>	Incident Management Plan
<b>Frequency</b>	Once after Contractor begins work and updated annually, or as agreed to by the State and Contractor
<b>Standards</b>	EVV Deliverable Template
<b>DED?</b>	DED required
<b>Due Date</b>	First submission due within thirty (30) calendar days Testing start
<b>Review Period</b>	Ten (10) business days
<b>Contractor Update Period</b>	Five (5) business days
<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	The Incident Management Plan provides the approach to identifying and managing incidents with the EVV Solution.



<b>DEL-05: Incident Management Plan</b>	
<b>Required Content</b>	The Incident Management Plan shall include: <ul style="list-style-type: none"> <li>• Roles and responsibilities</li> <li>• Assumptions and constraints</li> <li>• Procedures to capture, track, analyze, and resolve incidents, including categorization, classification, prioritization, status, owner, etc.</li> <li>• Supporting documentation</li> <li>• User notifications and communications</li> <li>• Severity levels for incidents, as described in Incident Severity Levels (13.1.7), SOW Exhibit A, Attachment 1, Service Level Agreements and Liquidated Damages</li> <li>• Outages and EVV Solution availability, as described in Production Environment Availability (SLA 13.1.2) and Training Environment Availability (13.1.3), SOW Exhibit A, Attachment 1, Service Level Agreements and Liquidated Damages</li> <li>• Notification processes, templates and information to EVV Solution users regarding outages, impeding defects, etc.</li> <li>• POAM process and procedure as described in the SOW Exhibit A, Attachment 2, Information Security Requirements</li> <li>• Alignment with related deliverables, including the Configuration Changes Document (ID: DEL-03), Test Plan (ID: DEL-22), and Release Management Plan (ID: DEL-17).</li> </ul>

<b>DEL-06: Implementation Plan</b>	
<b>ID</b>	DEL-06
<b>Name</b>	Implementation Plan
<b>Frequency</b>	Once for PCS after Contractor begins work and updated for HHCS, as defined in the Project Schedule or as agreed to by the State and Contractor
<b>Standards</b>	EVV Deliverable Template
<b>DED?</b>	DED required
<b>Due Date</b>	First submission due within sixty (60) calendar days of the Contract execution date

<b>DEL-06: Implementation Plan</b>	
<b>Review Period</b>	Ten (10) business days
<b>Contractor Update Period</b>	Five (5) business days
<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	The Implementation Plan provides an overview of the Contractor's approach and strategy to implement the EVV Solution for California from initial start through deployment to ensure it meets the defined requirements and functionality as agreed upon in this contract and complies with the federal requirements outlined in the SSA for EVV.

<b>DEL-06: Implementation Plan</b>	
<b>Required Content</b>	<p>The Implementation Plan shall include:</p> <ul style="list-style-type: none"><li>• Roles and responsibilities</li><li>• Assumptions and constraints</li><li>• The delivery and scope of the COTS solution and subsequent configuration stages</li><li>• Approach to application design, configuration, testing, and deployment, which will be later detailed in subsequent deliverables</li><li>• Overall approach to system security and privacy</li><li>• System testing and validation processes</li><li>• Release management and version control processes, including cutover checklists, rollback, and notification procedures.</li><li>• User role mapping, identification, and provisioning processes</li><li>• Approach to communication with users and key stakeholders at the State level, Provider Agencies, and Jurisdictional Entities (detail to be provided in the Outreach and Training Plan (ID: DEL-13))</li><li>• Approach for measuring, tracking, and reporting operational readiness during both Implementation and Maintenance &amp; Operations stages of the contract</li><li>• Approach to supporting the State with organizational change and change strategies related to communications, stakeholder management, sponsorship, business analysis impacts, training, assessments, and user adoption.</li><li>• Approach for Statewide onboarding of Jurisdictional Entities and Provider Agencies for PCS and HHCS</li><li>• Approach and strategy for deployment, including definition and process of PCS and HHCS Go Live</li><li>• Approach for Sizing the solution to meet California's volume and capacity (detail to be provided in the Performance and Capacity Management Plan (ID: DEL-15))</li><li>• Approach to the EVV Solution Maintenance and Operations</li><li>• Overview and explanation of implementation tools leveraged and requirements for any software tools that the Jurisdictional Entities and Provider Agencies may need for onboarding</li></ul>

<b>DEL-07: Interface and Integration Specifications Document</b>	
<b>ID</b>	DEL-07
<b>Name</b>	Interface and Integration Specifications Document
<b>Frequency</b>	Formally submitted after completion of PCS Analysis and Design. Formally submitted after completion of HHCS Analysis and Design. Document will be maintained by the Contractor and updated each time configuration changes impacting interfaces are released into Production and updated prior to any configuration change released, or in the timeframes agreed upon by the State and Contractor.
<b>Standards</b>	EVV Deliverable Template
<b>DED?</b>	No DED Required
<b>Due Date</b>	First submission due within thirty (30) calendar days Functional Configuration start
<b>Review Period</b>	Ten (10) business days
<b>Contractor Update Period</b>	Five (5) business days
<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	Provides a detailed and comprehensive description of how external systems (such as operated by Jurisdictional Entities and Provider Agencies) should interface and/or integrate with the EVV Solution.

<b>DEL-07: Interface and Integration Specifications Document</b>	
<b>Required Content</b>	<p>The Interface and Integration Specifications Document shall include:</p> <ul style="list-style-type: none"> <li>• Roles and responsibilities</li> <li>• Assumptions and constraints</li> <li>• Interface and integration overall approach</li> <li>• Interface transmission methods and protocols; including application programming interfaces (APIs)</li> <li>• Frequency and timing of transmissions</li> <li>• Transmission volumes and frequencies</li> <li>• Interface formats and data elements</li> <li>• Processing rules and methods</li> <li>• Messages and response messages</li> <li>• Interface management and monitoring methods</li> <li>• Error handling controls and methods, including restart procedures</li> <li>• Interface testing methods and key test cases including test environment requirements</li> <li>• Batch interface file name and processing rules</li> <li>• Interface security controls and considerations</li> <li>• Encryption/decryption capabilities</li> <li>• Telecommunications connectivity, appropriate equipment and network sizing</li> <li>• Administration and operational processes and considerations</li> <li>• Interconnectivity service agreements</li> <li>• Process and procedures for escalation to identify, report, and address interface-related production incidents.</li> <li>• Requirements for Provider Agency and Jurisdictional Entity end-user hardware, software, and networks</li> </ul>

<b>ID</b>	DEL-08
<b>me</b>	Interface Specifications Guide for Alternate EVV Solutions

<b>DEL-08: Interface Specifications Guide for Alternate EVV Solutions</b>	
<b>Frequency</b>	Formally submitted after completion of PCS Analysis and Design. Formally submitted after completion of HHCS Analysis and Design. Document will be maintained by the Contractor and updated any time configuration changes impacting interfaces are released into Production and updated prior to any configuration change released, or in the timeframes agreed upon by the State and Contractor.
<b>Standards</b>	EVV Deliverable Template
<b>DED?</b>	No DED Required
<b>Due Date</b>	First submission due within thirty (30) calendar days after Functional Configuration start
<b>Review Period</b>	Ten (10) business days
<b>Contractor Update Period</b>	Five (5) business days
<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	Provides a detailed and comprehensive description of how Provider Agencies using alternate EVV solutions should transmit their EVV data to the EVV Solution.

<b>Required Content</b>	<p>The Interface Specifications Guide for Alternate EVV Solutions shall include:</p> <ul style="list-style-type: none"><li>• Roles and responsibilities</li><li>• Assumptions and constraints</li><li>• Interface and integration overall approach</li><li>• Interface specifications, requirements, transmission methods, and protocols; including application programming interfaces (APIs)</li><li>• Record types, layout, fields, format, permissible values</li><li>• Instructions for external system certification (as established by the State)</li><li>• Instructions for Provider Agency and user registration, establishing and testing the interface, and error handling</li><li>• Response file format</li><li>• Procedures for multiple data exchange methods, including file upload, batch file transfer, and real-time web service</li><li>• Aggregator processing and rules</li><li>• Interface transmission methods and protocols; including application programming interfaces (APIs)</li><li>• Frequency and timing of transmissions</li><li>• Transmission volumes and frequencies</li><li>• Interface formats and data elements</li><li>• Processing rules and methods</li><li>• Messages and response messages</li><li>• Interface management and monitoring methods</li><li>• Error handling controls and methods, including restart procedures</li><li>• Interface testing methods and key test cases including test environment requirements</li><li>• Batch interface file name and processing rules</li><li>• Interface security controls and considerations</li><li>• Encryption/decryption capabilities</li><li>• Telecommunications connectivity, appropriate equipment and network sizing</li><li>• Administration and operational processes and considerations</li><li>• Interconnectivity service agreements</li></ul>
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<b>DEL-08: Interface Specifications Guide for Alternate EVV Solutions</b>	
	<ul style="list-style-type: none"> <li>• Process and procedures for escalation to identify, report, and address interface-related production incidents</li> <li>• Requirements for Provider Agency and Jurisdictional Entity end-user hardware, software, and networks</li> </ul>

<b>DEL-09: Maintenance and Operations (M&amp;O) Report</b>	
<b>ID</b>	DEL-09
<b>Name</b>	Maintenance and Operations (M&O) Report
<b>Frequency</b>	Monthly, following PCS deployment and continuing through Contract term
<b>Standards</b>	EVV Reports Template
<b>DED Requirement</b>	DED Required
<b>Due Date</b>	First submission due within fifteen (15) calendar days of PCS deployment, and on the tenth (10th) business day of each month thereafter
<b>Review Period</b>	Two (2) business days
<b>Contractor Update Period</b>	Two (2) business days
<b>Final Review Period</b>	One (1) business day
<b>Description</b>	The M&O Report provides a monthly overview and statistics of the EVV Solution operations, including but not limited to SLA metrics, user statistics, customer support, defects, risks, issues, and releases.



<b>DEL-09: Maintenance and Operations (M&amp;O) Report</b>	
<b>Required Content</b>	The M&O Report shall include: <ul style="list-style-type: none"> <li>• Status update on maintenance and operations contract requirements</li> <li>• SLA metrics</li> <li>• User statistics, e.g., current number of users, new users, inactive users</li> <li>• Provider Agency and Jurisdictional Entity usage, e.g., usage, newly onboarded and off-boarded agencies/entities</li> <li>• Customer support metrics, e.g., reported incidents, incidents by status, aging on incidents</li> <li>• Defects, e.g., status, tracking through test and release, and overall management and resolution (includes links to Root Cause Analysis reports)</li> <li>• M&amp;O activities completed, in progress, and planned for the next period, including planned outages and their expected duration</li> <li>• Configuration release roadmap by Jurisdictional Entity, configuration changes, and other relevant updates</li> <li>• Updates to vendor base COTS product roadmap</li> <li>• Releases, outages, and release item updates (includes links to Release Notes)</li> <li>• Relevant risks, issues, action items, decisions, and change requests</li> </ul>

<b>DEL-10: Monthly Status Report (MSR)</b>	
<b>ID</b>	DEL-10
<b>Name</b>	Monthly Status Report (MSR)
<b>Frequency</b>	Monthly
<b>Standards</b>	EVV MSR Template
<b>DED Requirement</b>	DED Required
<b>Due Date</b>	First submission due on the tenth (10th) business day of the month to account for work completed within the previous month, and due on the tenth (10th) business day of each month thereafter
<b>Review Period</b>	Two (2) business days

<b>DEL-10: Monthly Status Report (MSR)</b>	
<b>Contractor Update Period</b>	Two (2) business days
<b>Final Review Period</b>	One (1) business day
<b>Description</b>	The Monthly Status Report provides a monthly overview of the progress and quality assessment of the Project through the Contract term.
<b>Required Content</b>	<p>The Monthly Status Report shall include:</p> <ul style="list-style-type: none"> <li>• Status update on project activities and contract requirements</li> <li>• Deliverables list and status</li> <li>• Schedule snapshot or Gantt chart</li> <li>• Completed activities for reporting period</li> <li>• Impediments for not completing any planned work or delayed work</li> <li>• Current activities underway</li> <li>• Planned activities for next period</li> <li>• Risks, issues, action items, and decisions</li> <li>• Change request summary</li> <li>• Project quality metrics related to this period using a scorecard representation (i.e., red, yellow, green) for each metric</li> <li>• Projected expenditures for next period, burndown or burnup charts</li> <li>• Staff changes and updates</li> <li>• Configuration release roadmap by Jurisdictional Entity, configuration changes and other relevant updates during Implementation</li> <li>• Updates to vendor base COTS product roadmap during Implementation</li> </ul>

<b>DEL-11: Onboarding and Deployment Completion Results</b>	
<b>ID</b>	DEL-11
<b>Name</b>	Onboarding and Deployment Completion Results

<b>DEL-11: Onboarding and Deployment Completion Results</b>	
<b>Frequency</b>	Once for PCS after Contractor begins work and updated for HHCS, as defined in the Project Schedule or as agreed to by the State and Contractor
<b>Standards</b>	N/A
<b>DED Requirement</b>	DED Required
<b>Due Date</b>	First submission due within ten (10) business days of completing onboarding activities.
<b>Review Period</b>	Two (2) business days
<b>Contractor Update Period</b>	Two (2) business days
<b>Final Review Period</b>	One (1) business day
<b>Description</b>	The Onboarding and Deployment Completion Results summarizes all activities completed for EVV Solution deployment and Jurisdictional Entity and Provider Agency onboarding.
<b>Required Content</b>	<p>The Onboarding and Deployment Completion Report shall include:</p> <ul style="list-style-type: none"> <li>• Roles and responsibilities</li> <li>• Assumptions and constraints</li> <li>• Metrics and results of all:                             <ul style="list-style-type: none"> <li>○ Jurisdictional Entities and Provider Agencies onboarded</li> <li>○ Number of users</li> <li>○ Training activities</li> <li>○ Testing activities</li> <li>○ Issues and incidents</li> <li>○ Customer service inquiries</li> </ul> </li> <li>• Open or unresolved Severity 1 and Severity 2 incidents, including work arounds and resolution plans</li> <li>• Assessment and verification of EVV Solution system stability</li> </ul>

<b>DEL-12: Operational Readiness Report</b>	
<b>ID</b>	DEL-12
<b>Name</b>	Operational Readiness Report
<b>Frequency</b>	For PCS, sixty (60) calendar days prior to PCS deployment and updated weekly (or as needed) through deployment. For HHCS, sixty (60) calendar days prior to HHCS deployment and updated weekly (or as needed) through deployment.
<b>Standards</b>	N/A
<b>DED?</b>	DED required
<b>Due Date</b>	First submission due within sixty (60) calendar days prior to deployment
<b>Review Period</b>	Ten (10) business days (Initial)
<b>Contractor Update Period</b>	Five (5) business days (Initial)
<b>Final Review Period</b>	Five (5) business days (Initial)
<b>Description</b>	The Operational Readiness Report tracks the tasks necessary to ensure the Project, sponsor departments, and Jurisdictional Entities are ready for cutover to the EVV Solution and to provide accountability for those tasks. After the report has been accepted by the State via the Deliverable review process (once for PCS and once for HHCS), the Contractor shall update the report weekly (or as needed) through deployment and present/deliver updates via status meetings.

**DEL-12: Operational Readiness Report**

**Required Content**

The Operational Readiness Report shall include:

- Readiness checklists for the key stakeholder groups, including an EVV Solution Readiness Checklist or Project Go Live Checklist, Jurisdictional Entities Operational Readiness Checklist, and Provider Agencies Operational Readiness Checklist
- Operational Readiness Checklists for Jurisdictional Entities and Provider Agencies will be unique to each entity and agency, and information will roll up to a master report for each group
- Readiness checklists which include the following information:
  - Tracking of all tasks and items outlined in the Implementation Plan (ID: DEL-06)
  - Dashboards to aid in visual readiness status and other levels of analysis for different reviewers
  - Show status in stop light fashion (red, green, yellow, with definitions)
  - Dates and detailed tasks that map to, and track progress against, the Project Schedule
  - Tasks within the readiness areas of communication, data management, organizational change management, project management, outreach and training, technical readiness, onboarding and user support
  - Readiness task areas that align with the relevant plans and deliverables (e.g., communication with different stakeholder groups aligns with the approach outlined in the Outreach and Training Plan and Implementation Plan)
  - Potential readiness risks and issues
- Information tailored to each unique checklist. For example:
  - The Project Go Live Checklist should include verification that the EVV Solution has passed all required test scripts and all critical severity defects are resolved
  - The Jurisdictional Entities Operational Readiness Checklist and Provider Agencies Operational Readiness Checklist unique to each agency and entity will include certification or validation that each is ready to onboard and all results should roll up to a master report
  - Operational Readiness Checklists for Jurisdictional Entities and Provider Agencies will be able to be used for new entities and agencies that onboard after initial implementation of PCS (and HHCS)

<b>DEL-13: Outreach and Training Plan</b>	
<b>ID</b>	DEL-13
<b>Name</b>	Outreach and Training Plan
<b>Frequency</b>	Once after Contractor begins work and updated annually, or as agreed to by the State and Contractor
<b>Standards</b>	<ul style="list-style-type: none"> <li>• EVV Deliverable Template</li> <li>• California PMF</li> </ul>
<b>DED?</b>	DED required
<b>Due Date</b>	First submission due within forty-five (45) calendar days of Contract execution, or as agreed to by the State and Contractor
<b>Review Period</b>	Ten (10) business days
<b>Contractor Update Period</b>	Five (5) business days
<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	The Outreach and Training Plan describes the Contractor's approach to delivering outreach and training services. Outreach includes developing supporting outreach materials and describing communication touchpoints for various project management, implementation, onboarding, training, and technical activities throughout the Contract term. Training includes developing, tailoring, and publishing all training materials, and preparing and training the business, program, and technical staff within Jurisdictional Entities and Provider Agencies in all required features and functions to ensure they are ready to use the EVV Solution.
<b>Required Content</b>	The Outreach and Training Plan shall include: <ul style="list-style-type: none"> <li>• Roles and responsibilities, including expectations of Jurisdictional Entities and Provider Agencies</li> <li>• Assumptions and constraints</li> <li>• Outreach:                             <ul style="list-style-type: none"> <li>○ Outreach and communication strategy, objectives, and scope</li> </ul> </li> </ul>

**DEL-13: Outreach and Training Plan**

- Overall approach to outreach and communication with users and key stakeholders at the Provider Agencies and Jurisdictional Entities
- Identification of, and approach to, delivering different communication modes and methods, e.g., online, webinars, e-mail, in person presentations.
- Approach to communicating readiness requirements and validation of readiness for Jurisdictional Entities and Provider Agencies prior to their Go Live, as defined in the Operational Readiness Report
- Approach to identifying, gathering, collecting, coordinating and tracking different users at the Provider Agencies and Jurisdictional Entities, for the purposes of, and related to, various activities including user role mapping, user registration, user readiness, user onboarding, user training needs, mapping trainee population to content/curricula, etc.
- Approach and plan for communicating with organizations and users post Go Live to ensure knowledge and skill retention and proper use of the EVV Solution as well as communicating any significant changes to functionality post Go Live
- Training:
  - Training strategy, objectives, and scope
  - Overall approach for developing and delivering training to users at the Provider Agencies and Jurisdictional Entities
  - Types of training materials to be created, such as job aids, user manuals, quick reference guides, videos, and online training
  - Training delivery approach and methods, both online and in-person
  - Types of materials to be created or modified and descriptions of each
  - Approach and method for categorizing training audiences and identification or alignment of training material and method
  - Identification of required staff, facilities, tools, or other items critical for training delivery and execution
  - Development approach and review cycle of training materials with Jurisdictional Entities and Provider Agencies
  - Training objectives for each training audience and process for evaluating and assessing training outcomes to validate training objectives were met

<b>DEL-13: Outreach and Training Plan</b>	
	<ul style="list-style-type: none"> <li>○ Process for collecting, utilizing, and incorporating trainee feedback to improve future training offerings</li> <li>○ Approach to establishing, providing access and support of the training environment</li> <li>○ Train-the-Trainer approach, i.e. creating and delivering a train-the-trainer offering for entities to provide training to their own agencies and users, to supplement the training referenced in other deliverables</li> <li>○ Approach and plan for creating and delivering training materials and targeted training sessions to users after Go Live</li> <li>○ Training roles and curriculum mapping to EVV Solution system roles</li> <li>○ Maintenance and updates of training materials</li> <li>○ Management of Training Environment roles, profiles, and availability</li> </ul>

<b>DEL-14: Outreach and Training Materials</b>	
<b>ID</b>	DEL-14
<b>Name</b>	Outreach and Training Materials
<b>Frequency</b>	Once after Contractor begins work and As-Needed thereafter
<b>Standards</b>	<ul style="list-style-type: none"> <li>● EVV Deliverable Template California PMF</li> </ul>
<b>DED?</b>	DED not required
<b>Due Date</b>	First submission due within thirty (30) calendar days prior to Training Start
<b>Review Period</b>	Ten (10) business days
<b>Contractor Update Period</b>	Five (5) business days
<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	The Outreach and Training Materials include all materials used to execute and support outreach and training activities.



<b>DEL-14: Outreach and Training Materials</b>	
<b>Required Content</b>	The Outreach and Training Materials shall include: <ul style="list-style-type: none"> <li>• Outreach and communications tools</li> <li>• Trainee user manual(s) or guide(s)</li> <li>• Instructor Manual for Train-the-Trainer and Instructor-Led-Training purposes</li> <li>• Online help materials</li> <li>• Job aides or quick reference guides</li> <li>• Training tools, including web conferencing platforms</li> <li>• Stakeholder management strategies related to effective communications, sponsorship development within Provider Agencies and Jurisdictional Entities, trainee engagement and retention of training materials, and socialization/adoption of new features and processes.</li> <li>• Post Go Live support materials (e.g., what to know/do week one, week two, escalate for help)</li> <li>• Other outreach or training materials and content tailored for California</li> <li>• Outcomes and reported information outlined in the Training Plan, such as training audience identification, training objectives for each training audience, evaluations and assessments, etc.</li> </ul>

<b>DEL-15: Performance and Capacity Management Plan</b>	
<b>ID</b>	DEL-15
<b>Name</b>	Performance and Capacity Management Plan
<b>Frequency</b>	First submission due sixty (60) calendar days after Contract execution and updated annually, or as agreed to by the State and Contractor
<b>Standards</b>	<ul style="list-style-type: none"> <li>• EVV Deliverable Template</li> </ul>
<b>DED?</b>	DED required
<b>Due Date</b>	First submission due within sixty (60) calendar days after Contract execution
<b>Review Period</b>	Ten (10) business days
<b>Contractor Update Period</b>	Five (5) business days

<b>DEL-15: Performance and Capacity Management Plan</b>	
<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	The Performance and Capacity Management Plan deliverable describes the performance requirements of the EVV Solution that are derived from the requirements in this Contract. The Plan includes the Contractor's approach to ensure that EVV Solution maintains sufficient capacity to handle anticipated maximum loads within required service levels throughout Implementation and Maintenance & Operations.
<b>Required Content</b>	<p>The Performance and Capacity Management Plan shall include:</p> <ul style="list-style-type: none"> <li>• Roles and responsibilities</li> <li>• Assumptions and constraints</li> <li>• Performance requirements of the EVV Solution based on the requirements in this Contract and the SOW Exhibit A, Service Level Agreements and Liquidated Damages</li> <li>• Assumptions, measurements, and recommendations to ensure the EVV Solution meets the performance and capacity requirements of California</li> <li>• Analysis and recommendations of end user connection to the EVV Solution for optimal user experience</li> <li>• Monitoring processes to assess the performance and capacity of the system</li> <li>• Identification of Solution components that may need to be changed to meet performance and capacity requirements</li> <li>• Performance and capacity measurements for all EVV environments</li> <li>• Transaction response times on average, during business hours and during monthly peaks</li> <li>• Tools used for performance and capacity planning, modeling, testing, and monitoring</li> <li>• Approach for sizing the implementation process to meet California's user, provider, geographical regions, and diversity</li> <li>• Outline of the regular performance reports that will be prepared and included in operational and implementation readiness reports</li> <li>• Outline of the performance testing process</li> <li>• Capacity sizing approach and methodology</li> </ul>

<b>DEL-16: Project Schedule</b>	
<b>ID</b>	DEL-16
<b>Name</b>	Project Schedule (MS Project)
<b>Frequency</b>	Once after Contractor begins work and updated as requested by the State
<b>Standards</b>	State formatting guidelines
<b>DED?</b>	No DED Required
<b>Due Date</b>	First submission due within thirty (30) calendar days following Contract execution
<b>Review Period</b>	Ten (10) business days
<b>Contractor Update Period</b>	Five (5) business days
<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	The Project Schedule includes all schedule activities, deliverables, and details required of the Contractor to implement EVV.

<b>DEL-16: Project Schedule</b>	
<b>Required Content</b>	<p>Contractor shall consult with the OSI master scheduler when creating the Contractor's Project Schedule to ensure it includes the required information and is formatted appropriately.</p> <p>The Project Schedule:</p> <ul style="list-style-type: none"> <li>• Shall be in Microsoft Project 2013 or later</li> <li>• Shall be included into the project's master project schedule once accepted by the State</li> <li>• Shall follow the State formatting guidelines for MS Project schedules, which are defined in the State's Schedule Management Plan and will be provided by the OSI master scheduler following Contract execution</li> <li>• Shall include, at a minimum:                             <ul style="list-style-type: none"> <li>○ Task IDs</li> <li>○ Task names</li> <li>○ Dependencies (i.e. predecessors and successors)</li> <li>○ Start and end dates</li> <li>○ Durations</li> <li>○ Percent Complete</li> <li>○ Assigned teams per task</li> <li>○ One (1) named key staff resource per task</li> <li>○ Headers and milestones</li> <li>○ Project phases, such as Functional Configuration and Testing</li> <li>○ Deliverables</li> <li>○ PCS/HHCS implementation, i.e. PCS implementation by December 31, 2021, and HHCS implementation by December 31, 2023</li> </ul> </li> </ul>

<b>DEL-17: Release Management Plan</b>	
<b>ID</b>	DEL-17
<b>Name</b>	Release Management Plan
<b>Frequency</b>	Once after Contractor begins work and updated annually, or as agreed to by the State and Contractor

<b>DEL-17: Release Management Plan</b>	
<b>Standards</b>	<ul style="list-style-type: none"><li>• EVV Deliverable Template</li><li>• ITIL</li></ul>
<b>DED?</b>	DED Required
<b>Due Date</b>	First submission due within thirty (30) calendar days prior to start of Testing
<b>Review Period</b>	Ten (10) business days
<b>Contractor Update Period</b>	Five (5) business days
<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	The Release Management Plan describes the Contractor's approach to release management throughout implementation and through M&O.

<b>DEL-17: Release Management Plan</b>	
<b>Required Content</b>	<p>The Release Management Plan shall include:</p> <ul style="list-style-type: none"> <li>• Roles and responsibilities</li> <li>• Assumptions and constraints</li> <li>• Integration points with the Configuration Management Plan (ID: DEL-26), Configuration Changes Document (ID: DEL-03), Incident Management Plan (ID: DEL-05), Test Plan (ID: DEL-22), Performance and Capacity Management Plan (ID: DEL-15), System Security Plan (ID: DEL-21), System Architecture and Infrastructure Specifications document (ID: DEL-20), and associated processes respectively</li> <li>• Tracking of releases by logical groupings or categorizations</li> <li>• Tracking and regression testing of configuration changes in all environments</li> <li>• State acceptance testing and approval processes</li> <li>• Procedures and timeframes for regular releases, emergency releases, and other related software or hardware upgrades</li> <li>• Version control procedures for release and rollout and rollback plan</li> <li>• Release management protocols for tracking, tracing, approving, and deploying configuration changes between environments through production deployment</li> <li>• Rollback planning and protocols</li> <li>• Tools used for release management</li> <li>• Release notes and/or descriptions provided prior to, and after deployment, for State and user consumption</li> <li>• Release management status reports or outputs from the release management process</li> </ul>

<b>DEL-18: Reports User Guide</b>	
<b>ID</b>	DEL-18
<b>Name</b>	Reports User Guide
<b>Frequency</b>	First submission due after Contractor begins work and updated annually, or as agreed to by the State and Contractor
<b>Standards</b>	<ul style="list-style-type: none"> <li>• EVV Deliverable Template</li> </ul>

<b>DEL-18: Reports User Guide</b>	
<b>DED?</b>	DED Required
<b>Due Date</b>	First submission due prior to start of Testing
<b>Review Period</b>	Ten (10) business days
<b>Contractor Update Period</b>	Five (5) business days
<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	The Reports User Guide describes the EVV Solution reports, including the creation, management, maintenance and delivery of canned and ad hoc EVV Solution reports.
<b>Required Content</b>	The Reports User Guide shall include: <ul style="list-style-type: none"> <li>• Roles and responsibilities</li> <li>• Assumptions and constraints</li> <li>• List and descriptions (or library) of reports available for the users</li> <li>• Reports grouped by associated areas or function of the EVV Solution</li> <li>• Navigation and location of reports</li> <li>• Report user roles and permissions</li> <li>• Steps on creating, managing and maintaining reports</li> <li>• Steps on accessing, generating, viewing, and exporting</li> </ul>

<b>DEL-19: Root Cause Analysis Report</b>	
<b>ID</b>	DEL-19
<b>Name</b>	Root Cause Analysis Report
<b>Frequency</b>	First submission due after Contractor begins work and updated annually, or as agreed to by the State and Contractor
<b>Standards</b>	N/A
<b>DED?</b>	No DED Required

<b>DEL-19: Root Cause Analysis Report</b>	
<b>Due Date</b>	First submission due within forty-five (45) calendar days after Contract Execution
<b>Review Period</b>	Ten (10) business days
<b>Contractor Update Period</b>	Five (5) business days
<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	The Root Cause Analysis (RCA) Report deliverable describes the RCA process and produces the report template.
<b>Required Content</b>	<p>The Root Cause Analysis (RCA) Report deliverable shall include:</p> <ul style="list-style-type: none"> <li>• Roles and responsibilities</li> <li>• Assumptions and constraints</li> <li>• Alignment to the Problem Management &amp; Root Cause Analysis Service Levels (SLA ID 1.9)</li> <li>• Process for RCA identification, development, delivery, and closure</li> <li>• Template for the initial and completed RCA reports</li> <li>• Acknowledgement letter or notice from the State requiring RCA</li> <li>• Content fields required for the initial RCA, such as time of submission, the issue, identification date/time, an estimate of impacts (to the system, the data, and users), an estimate of the duration to resolve, and any relevant actions taken or planned</li> <li>• Content fields required for the completed RCA, such as the issue, date/time for the identification, date/time for the resolution, description of the issue and its impacts, actions taken, and any resulting outcomes and follow up actions required</li> </ul>

<b>DEL-20: System Architecture and Infrastructure Specifications</b>	
<b>ID</b>	DEL-20
<b>Name</b>	System Architecture and Infrastructure Specifications
<b>Frequency</b>	Once after Contractor begins work and updated annually, or as agreed to by the State and Contractor



<b>DEL-20: System Architecture and Infrastructure Specifications</b>	
<b>Standards</b>	<ul style="list-style-type: none"> <li>• EVV Deliverable Template</li> <li>• Medicaid Information Technology Architecture (MITA)</li> <li>• California Enterprise Architecture Framework (CEAF)</li> </ul>
<b>DED?</b>	DED required. Leverage Contractor's existing System Architecture and Infrastructure Specifications document with California State requested changes
<b>Due Date</b>	First submission due within sixty (60) calendar days of Contract execution
<b>Review Period</b>	Ten (10) business days
<b>Contractor Update Period</b>	Five (5) business days
<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	The System Architecture and Infrastructure Specifications provide architectural views of the EVV Solution, including technology infrastructure architecture, information architecture, software architecture, communications architecture, and business architecture.
<b>Required Content</b>	<p>The System Architecture and Infrastructure Specifications shall include:</p> <ul style="list-style-type: none"> <li>• High-level overview of the EVV Solution architecture</li> <li>• Description of the EVV Solution Business architecture; including business capabilities and business processes</li> <li>• List of supported browsers</li> <li>• Detailed description of the EVV Solution Data and information architecture</li> <li>• Detailed description of the EVV Solution Application architecture</li> <li>• Detailed description of the EVV Solution Technology infrastructure architecture</li> <li>• Detailed description of the EVV Solution hosting environments or model</li> <li>• Detailed description of the EVV Solution integration architecture, such as support for real time application program interfaces and web services, scheduled batch interfaces, etc.</li> <li>• Description of the alignment to the Medicaid Information Technology Architecture (MITA)</li> <li>• Description of the alignment to the California Enterprise Architecture Framework (CEAF) 2.0</li> </ul>

<b>DEL-21: System Security Plan</b>	
<b>ID</b>	DEL-21
<b>Name</b>	System Security Plan
<b>Frequency</b>	First submission due within sixty (60) calendar days after Contract execution and updated annually, or as requested by the State
<b>Standards</b>	<p>Use the State provided template unless written approval is obtained to use an alternative format. When developing this deliverable, follow industry recognized security standards, including but not limited to:</p> <ul style="list-style-type: none"> <li>• National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 (rev. 4 or above) security and privacy controls moderate or higher</li> <li>• FedRAMP Version 2.0, moderate baseline or higher</li> <li>• Health Insurance Portability and Accountability Act (HIPAA) of 1996</li> <li>• Federal Information Processing Standard (FIPS) 140-2</li> </ul>
<b>DED?</b>	DED required
<b>Due Date</b>	First submission due within sixty (60) calendar days of Contract execution
<b>Review Period</b>	Ten (10) business days
<b>Contractor Update Period</b>	Five (5) business days
<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	The System Security Plan provides the Contractor's approach, design, configuration, testing, and deployment of the EVV Solution's application and system security features and ensures compliance with current State and Federal information security policies, standards, and procedures.
<b>Required Content</b>	<p>The System Security Plan shall include:</p> <ul style="list-style-type: none"> <li>• Roles and responsibilities</li> <li>• Assumptions and constraints</li> <li>• Description of the plans and specifications to secure the EVV Solution, including data, networks, access, assets, and applications</li> </ul>

<b>DEL-21: System Security Plan</b>	
	<ul style="list-style-type: none"> <li>• Description of all security and privacy controls in place for each application/system and which covers all locations where State data will be stored or processed.</li> <li>• Description of the roles and responsibilities of the users, the security design and description, user account management, tools and processes that will be in place to prevent unauthorized access or unauthorized release of data and to detect fraudulent transactions</li> <li>• Description of the infrastructure physical security</li> <li>• Risk management and escalation of potential and actual findings</li> <li>• Description of how security will operate and ensure compliance with security rules, regulations and policies, and hardware and software maintenance standards</li> <li>• An assessment and validation that the EVV Solution environments and data are secured at all times. In addition to Production, environments include but not limited to Development, Test, and UAT.</li> <li>• Approach and description for identity access management (IAM)</li> <li>• Application password security and security challenge questions</li> <li>• Security provisions as related to business continuity</li> <li>• Security event and incident management</li> <li>• Alignment and details for compliance with the Information Systems Security Requirements, SOW Exhibit A, Attachment 2.</li> </ul>

<b>DEL-22: Test Plan</b>	
<b>ID</b>	DEL-22
<b>Name</b>	Test Plan
<b>Frequency</b>	Once after Contractor begins work and updated annually, or as agreed to by the State and Contractor (Contractor and State may agree to separate major areas of testing into different plans or documents to ensure testing approach and information is timely to the testing activity)

<b>DEL-22: Test Plan</b>	
<b>Standards</b>	<ul style="list-style-type: none"> <li>• EVV Deliverable Template</li> <li>• California PMF</li> </ul>
<b>DED?</b>	DED required
<b>Due Date</b>	First submission due within sixty (60) calendar days after Contractor execution
<b>Review Period</b>	Ten (10) business days
<b>Contractor Update Period</b>	Five (5) business days
<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	The Test Plan describes the Contractor's approach and methodology for the different types of testing that will be performed by the Contractor, as well as the processes and procedures involved in testing the EVV Solution.

<b>Required Content</b>	<p>The Test Plan shall include:</p> <ul style="list-style-type: none"><li>• Roles and responsibilities</li><li>• Assumptions and constraints</li><li>• Overview of testing approach and methodology for testing that will be performed, including test phases and typical timelines</li><li>• Description of how configuration changes will be tested, validated, and released</li><li>• Approach to unit testing – individual, internal testing of configurations applied to the base COTS product</li><li>• Approach to functional and system testing using test cases</li><li>• Approach to accessibility testing</li><li>• Approach to end to end testing of business scenarios, e.g., in-home check in through validation (or audit) of services</li><li>• Approach to performance testing to demonstrate that the EVV Solution scales to California</li><li>• Approach to disaster recovery testing and backup recovery procedure testing</li><li>• Approach to Security testing</li><li>• Approach to data integrity testing</li><li>• Approach to release and regression testing when releasing any new configuration to Production or lower environments</li><li>• Approach to test the Aggregator and, as applicable, other interfaced or integrated data warehouses</li><li>• Approach to interface testing with State systems at implementation and with Provider Agencies onboarding post-implementation.</li><li>• Approach to integration testing</li><li>• Preparation activities for UAT and support plan for UAT</li><li>• Testing timelines, proposed schedule, and related dependencies</li><li>• Approach for tracking of test stories, scenarios, cases, and scripts to contract requirements and configured items, incorporating tester feedback during/after testing to create a better end product</li><li>• Approach to supporting CMS certification testing and demonstration</li><li>• Writing standards and requirements for developing test stories, scenarios, cases, and scripts</li></ul>
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<b>DEL-22: Test Plan</b>	
	<ul style="list-style-type: none"> <li>• Approach for capturing lessons learned with testers after each testing cycle or phase to correct past mistakes and plan for more efficient future testing cycles or phases.</li> <li>• Approach for reporting test results in the Test Results Completion Report (ID: DEL-24), including the tracing of test scripts to requirements</li> <li>• Approach to defect categorization, including identification number, title, status, including defect severity, priority, expected results, actual results, reproduction steps, assigned to/owner, system category/feature, requirement mapping, etc.</li> <li>• Integration with defect management</li> <li>• Identification and overview of tools for testing and managing testing activities</li> </ul>

<b>DEL-23: Test Support Materials</b>	
<b>ID</b>	DEL-23
<b>Name</b>	Test Support Materials
<b>Frequency</b>	Once for PCS prior to PCS Testing Phase and As-Needed thereafter Once for HHCS prior to HHCS Testing Phase and As-Needed thereafter
<b>Standards</b>	<ul style="list-style-type: none"> <li>• EVV Deliverable Template</li> </ul>
<b>DED?</b>	DED not required
<b>Due Date</b>	First submission due within thirty (30) calendar days prior to start of Testing
<b>Review Period</b>	Fifteen (15) business days
<b>Contractor Update Period</b>	Five (5) business days
<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	The Test Support Materials include all materials used to execute and support all testing activities. Materials are intended to be provided separately and may be reflected in test tools.

<b>DEL-23: Test Support Materials</b>	
<b>Required Content</b>	The Test Support Materials shall include: <ul style="list-style-type: none"> <li>• Test Support Materials Summary that includes a list and description of all Test Stories, Scenarios, Cases, Scripts, and any other test materials applicable to a release.</li> <li>• Completed and outstanding Test Stories, Scenarios, Cases, and Scripts for System/Functional Testing and UAT</li> <li>• Testing tracker including information on the different test phases, environments, testers, and status of Test Scenarios, Cases, and Scripts</li> <li>• Outputs of lessons learned meetings with testers after each testing cycle or phase to correct past mistakes and plan for more efficient future testing cycles or phases.</li> <li>• Test assessments or reports for different test phases or environments, if different than the Test Results Completion Report (ID: DEL-24)</li> <li>• Access to tools for testing and managing testing activities</li> <li>• Training or knowledge transfer on testing tools and materials</li> </ul>

<b>DEL-24: Test Results Completion Report</b>	
<b>ID</b>	DEL-24
<b>Name</b>	Test Results Completion Report
<b>Frequency</b>	Once for PCS prior to PCS UAT Phase and As-Needed thereafter Once for HHCS prior to HHCS UAT Phase and As-Needed thereafter
<b>Standards</b>	<ul style="list-style-type: none"> <li>• EVV Deliverable Template</li> <li>• California PMF</li> </ul>
<b>DED?</b>	DED not required
<b>Due Date</b>	First submission due within fifteen (15) calendar days prior to UAT
<b>Review Period</b>	Ten (10) business days
<b>Contractor Update Period</b>	Five (5) business days

<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	The Test Results Completion Report provides the test results from the System/Functional Test Phase for all executed Test Stories, Scenarios, Cases, and Scripts prior to the State beginning UAT.
<b>Required Content</b>	<p>The Test Results Completion Report shall include:</p> <ul style="list-style-type: none"><li>• List of all Test Stories, Scenarios, Cases, and Scripts</li><li>• Results of completed Test Stories, Scenarios, Cases, and Scripts, including but not limited to test outputs such as screen shots and sample data</li><li>• Any outstanding Test Scenarios, Cases, and Scripts, including reasons for pending state, identification of any related blocking defects, plan for expedited resolution and resolution date, and contingency plan to ensure the Project Schedule is not negatively impacted</li><li>• List of all System Test defects and defect categorization, such as identification number, title, severity, priority, expected results, actual results, reproduction steps, assigned to/owner, system category/feature, requirement mapping, etc.</li></ul>



**EXHIBIT 22.3 CONTRACTOR INPUT DELIVERABLES**

<b>DEL-25: Change Control Management Plan</b>	
<b>ID</b>	DEL-25
<b>Name</b>	Change Control Management Plan – Contractor Input
<b>Frequency</b>	Once after Contractor begins work and updated annually, or as agreed to by the State and Contractor
<b>DED?</b>	N/A
<b>Due Date</b>	First submission due within thirty (30) calendar days of Contract execution
<b>Review Period</b>	Ten (10) business days
<b>Contractor Update Period</b>	Five (5) business days
<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	The Change Control Management Plan describes the State's change control process and how to manage contract changes.
<b>Required Content</b>	The Change Control Management Plan shall include: <ul style="list-style-type: none"> <li>• Roles and responsibilities</li> <li>• Assumptions and constraints</li> <li>• Documents how project changes are to be requested, assessed, approved or rejected, monitored, implemented, and controlled.</li> <li>• Defines the change process for efficient and prompt handling of all project change requests.</li> <li>• Defines a change and aligns to the Governance Plan for decision thresholds</li> <li>• Defines hourly and cost estimates and change analysis</li> <li>• Defines the activities, roles, and responsibilities necessary to effectively and efficiently manage and coordinate the change process.</li> </ul>

<b>DEL-25: Change Control Management Plan</b>	
<b>Required Content Guidance</b>	The State will provide the Contractor with a Change Control Management Plan containing many of the content items listed in the required content section above. The Contractor shall review the State created plan and provide input and recommended revisions to best align the State's and Contractor's processes to ensure Project milestones and deadlines are met. The Contractor shall review the overall document and provide input and content as needed. Specifically, the Contractor shall provide their respective change control management plan and process components in the areas listed in the description above.

<b>DEL-26: Configuration Management Plan</b>	
<b>ID</b>	DEL-26
<b>Name</b>	Configuration Management Plan – Contractor Input
<b>Frequency</b>	Once after Contractor begins work and updated annually, or as agreed to by the State and Contractor
<b>DED?</b>	N/A
<b>Due Date</b>	First submission due within thirty (30) calendar days of Contract execution
<b>Review Period</b>	Ten (10) business days
<b>Contractor Update Period</b>	Five (5) business days
<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	The Configuration Management Plan describes the configuration and release management processes throughout the course of the Project and through M&O.

<b>DEL-26: Configuration Management Plan</b>	
<b>Required Content</b>	<p>The Configuration Management Plan shall include details on:</p> <ul style="list-style-type: none"> <li>• Roles and responsibilities</li> <li>• Assumptions and constraints</li> <li>• Configuration approach for managing and tracking configuration changes in all environments, dependency mapping to show how configuration items are controlled, baseline establishment (i.e. Contractor's base COTS solution), configuration change processes, and release management.</li> <li>• Version control processes and procedures, guidelines, and expectations.</li> <li>• Description of tools that could be utilized to support configuration and release management.</li> <li>• Integration and process flow with defect management and release management.</li> <li>• Approach to validating the configurations after deployment to each system environment.</li> <li>• Dependency Map to show how configuration items are controlled</li> </ul>
<b>Required Content Guidance</b>	<p>The State will provide the Contractor with a Configuration Management Plan containing many of the content items listed in the required content section above. The Contractor shall review the State created plan and provide input and recommended revisions to best align the State's and Contractor's processes to ensure Project milestones and deadlines are met. The Contractor shall review the overall document and provide input and content as needed. Specifically, the Contractor shall provide their respective configuration management plan and process components in the areas listed in the description above.</p>

<b>DEL-27: Data Management Plan</b>	
<b>ID</b>	DEL-27
<b>Name</b>	Data Management Plan – Contractor Input
<b>Frequency</b>	Once after Contractor begins work and updated annually, or as agreed to by the State and Contractor
<b>DED?</b>	N/A
<b>Due Date</b>	First submission due within thirty (30) calendar days of Contract execution
<b>Review Period</b>	Ten (10) business days

<b>DEL-27: Data Management Plan</b>	
<b>Contractor Update Period</b>	Five (5) business days
<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	The Data Management Plan describes the Project's approach to data management.
<b>Required Content</b>	The Data Management Plan shall include details on: <ul style="list-style-type: none"> <li>• Roles and responsibilities</li> <li>• Assumptions and constraints</li> <li>• Data management methodology, processes, and procedures</li> <li>• Data access and data access restrictions</li> <li>• Data security</li> <li>• Data retention</li> <li>• Data quality assurance</li> </ul>
<b>Required Content Guidance</b>	The State will provide the Contractor with a Data Management Plan containing many of the content items listed in the required content section above. The Contractor shall review the State created plan and provide input and recommended revisions to best align the State's and Contractor's processes to ensure Project milestones and deadlines are met. The Contractor shall review the overall document and provide input and content as needed. Specifically, the Contractor shall provide their respective data management plan and process components in the areas listed in the description above.

<b>DEL-28: Requirements Management Plan and Traceability Matrix</b>	
<b>ID</b>	DEL-28
<b>Name</b>	Requirements Management Plan and Traceability Matrix – Contractor Input
<b>Frequency</b>	Once after Contractor begins work and updated annually, or as agreed to by the State and Contractor
<b>DED?</b>	N/A
<b>Due Date</b>	First submission due within 30 calendar days of Contract execution

<b>DEL-28: Requirements Management Plan and Traceability Matrix</b>	
<b>Review Period</b>	Ten (10) business days
<b>Contractor Update Period</b>	Five (5) business days
<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	The Requirements Management Plan and Traceability Matrix describes the approach the Project will use to analyze, validate, complete, and manage requirements throughout the project lifecycle; notably how the State and Contractor will monitor and update the requirements to ensure both parties are in continual agreement of the status of any given requirement.
<b>Required Content</b>	<p>The Requirements Management Plan shall include details on:</p> <ul style="list-style-type: none"> <li>• Roles and responsibilities</li> <li>• Assumptions and constraints</li> <li>• Approach to ensure status of any given requirement is current</li> <li>• Requirements validation process</li> <li>• Organization of requirements</li> <li>• Approval process for baselined requirements</li> <li>• Process for tracing requirements</li> <li>• Process for managing changes to requirements (add, edit, close)</li> <li>• Method to manage project dependencies</li> </ul> <p>The Requirements Traceability Matrix is the full list of requirements and shall include details on:</p> <ul style="list-style-type: none"> <li>• Categorization, e.g. unique ID, priority, description, status and verification and type of requirement, (e.g. business, functional, technical, integration and interface requirements)</li> <li>• Alignment and traceability to design, configuration, test scripts and release</li> <li>• Description on revisions to contractual requirements</li> <li>• Identification of new requirements and traceability to change control documentation</li> <li>• Traceability to EVV Solution screen, value or feature</li> <li>• Modification or version history</li> <li>• Relevant references to other documentation, governmental regulation or policy, etc.</li> </ul>

<b>DEL-28: Requirements Management Plan and Traceability Matrix</b>	
<b>Required Content Guidance</b>	The State will provide the Contractor with a Requirements Management Plan and Traceability Matrix containing many of the content items listed in the required content section above. The Contractor shall review the State created plan and provide input and recommended revisions to best align the State's and Contractor's processes to ensure Project milestones and deadlines are met. The Contractor shall review the overall document and provide input and content as needed. Specifically, the Contractor shall provide their respective requirements management plan and requirements traceability components in the areas listed in the description above.

<b>DEL-29: Schedule Management Plan</b>	
<b>ID</b>	DEL-29
<b>Name</b>	Schedule Management Plan – Contractor Input
<b>Frequency</b>	Once after Contractor begins work and updated annually, or as agreed to by the State and Contractor
<b>DED?</b>	N/A
<b>Due Date</b>	First submission due within thirty (30) calendar days of Contract execution
<b>Review Period</b>	Ten (10) business days
<b>Contractor Update Period</b>	Five (5) business days
<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	The Schedule Management Plan describes the scheduling methodologies, policies, and best practices followed throughout the project life cycle, which govern how to create, manage, and maintain the EVV Project Master Schedule and any integrated sub schedules.

<b>DEL-29: Schedule Management Plan</b>	
<b>Required Content</b>	<p>The Schedule Management Plan shall include details on:</p> <ul style="list-style-type: none"> <li>• Roles and responsibilities</li> <li>• Assumptions and constraints</li> <li>• Schedule development</li> <li>• Schedule management, tracking, and maintenance</li> <li>• Schedule forecasting</li> <li>• Schedule monitoring, controlling, and reporting</li> <li>• Schedule risk analysis and mitigation</li> <li>• Policies for implementing schedule changes</li> <li>• Schedule baseline policy and performance measurements</li> <li>• Roles and responsibilities for schedule development and management</li> <li>• Schedule management training for those required to provide schedule updates</li> </ul>
<b>Required Content Guidance</b>	<p>The State will provide the Contractor with a Schedule Management Plan containing many of the content items listed in the required content section above. The Contractor shall review the State created plan and provide input and recommended revisions to best align the State's and Contractor's processes to ensure Project milestones and deadlines are met. The Contractor shall review the overall document and provide input and content as needed. Specifically, the Contractor shall provide their respective schedule management plan and process components in the areas listed in the description above.</p>

<b>DEL-30: Staff Management Plan</b>	
<b>ID</b>	DEL-30
<b>Name</b>	Staff Management Plan – Contractor Input
<b>Frequency</b>	Once after Contractor begins work and updated annually, or as agreed to by the State and Contractor
<b>DED?</b>	N/A
<b>Due Date</b>	First submission due within thirty (30) calendar days of Contract execution

<b>DEL-30: Staff Management Plan</b>	
<b>Review Period</b>	Ten (10) business days
<b>Contractor Update Period</b>	Five (5) business days
<b>Final Review Period</b>	Five (5) business days
<b>Description</b>	The Staff Management Plan describes the plan for managing staff and team members on the EVV Project. The Plan defines the processes used to guarantee the Project is staffed with a workforce that possesses the appropriate skill sets and experience to ensure a successful project completion.
<b>Required Content</b>	<p>The Staff Management Plan shall include details on:</p> <ul style="list-style-type: none"> <li>• Roles and responsibilities</li> <li>• Assumptions and constraints</li> <li>• Project organization, including team members by name and/or role</li> <li>• Relevant HR policies</li> <li>• Staffing estimation, i.e. staff needed for different phases of the Project</li> <li>• Staff management processes</li> <li>• Staff skill sets</li> <li>• Staff acquisition and estimated timeframes to onboard staff</li> <li>• Staff development</li> <li>• Performance monitoring, as applicable</li> <li>• Staff replacement and transition processes</li> </ul>
<b>Required Content Guidance</b>	The State will provide the Contractor with a Staff Management Plan containing many of the content items listed in the required content section above. The Contractor shall review the State created plan and provide input and recommended revisions to best align the State's and Contractor's processes to ensure Project milestones and deadlines are met. The Contractor shall review the overall document and provide input and content as needed. Specifically, the Contractor shall provide their respective staffing management plan and process components in the areas listed in the description above.



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### **EXHIBIT 23: COST WORKSHEETS**

- a) Refer to the Excel Workbook file labeled, “Exhibit 23: Cost Worksheets” for submission of your Cost Data.
- b) The cost worksheets shall be completed in accordance with the instructions in the Section 5, Cost and Section 6, Proposal/Bid Format and Submission Requirements. Cost worksheets shall be submitted with the Bidder’s Final Proposal in Volume 3, in a separately sealed envelope.
- c) As detailed in Part 1, Section 5.2.3, Unanticipated Tasks, the State expects that during the Contract term period, legislative and/or program changes may necessitate modifications to scope, schedule and/or cost. Modifications may result in unanticipated tasks and be structured based on the Contractor's proposed hourly labor rates identified in the Exhibit 23, Cost Workbook, Staff Rate Sheet (worksheet #8). For additional information on Unanticipated Tasks, refer to SOW Section 3.3, Change Control Process and Unanticipated Work, and Section 16, Exhibit B, Attachment 1, Payment Provisions.

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### EXHIBIT 24: RESPONSIBILITY CERTIFICATION

By signing and submitting this certification, the Bidder is providing the certification as set out below:

The Bidder certifies to the best of its knowledge and belief that the Bidder, the Bidder's Subcontractor(s), or any personnel related to the Contract to be awarded are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency.

Vendor Name (Printed):	Federal ID Number (or n/a)
By (Authorized Signature):	
Printed Name and Title of Person Signing:	Date Executed:

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## EXHIBIT 25: NARRATIVE RESPONSES

The Narrative Response Requirements are a maximum of 350 points. All narrative requirements are mandatory and scored. The Bidder must provide its narrative response in Exhibit 25.2, Bidder's Narrative Response, below following the outline and requirements detailed in Exhibit 25.1, Narrative Response Requirements, below.

### **25.1 Narrative Response Requirements**

Bidder must respond to each requirement, including each bulleted item, in full, as detailed in Table 65: Exhibit 25.1 – Narrative Response Requirements.

### **25.2: Bidder's Narrative Response**

The Bidder's narrative response shall not exceed 60 total pages of content front and back (i.e., 30 double-sided pages in the event a printed copy is required) and in font size 12, font style Century Gothic.

If the requirement specifically calls for the submission of a document or resource example (e.g., "*Bidder shall attach applicable...staffing chart, defect process, help desk plan, etc.*") to be included as an attachment to the narrative response, that attached document or resource will not be counted against the narrative response page limit.

The Bidder's narrative response will be evaluated and scored based on the best value scoring criteria defined in the RFP Part 1, Section 7.3.11.3 Narrative Response Requirements.

The evaluation team will evaluate each of the Bidder's narrative responses by evaluating each item of a narrative requirement. Bidder must respond to each item for each narrative requirement, which includes the initial statement and each numbered item. For example, NR.01 has five items to which the Bidder must respond.

Note: For additional context to the Narrative Response Requirements, refer to the Contractor requirements in each Task Group (SOW Section 7.3), Deliverable requirements (SOW Exhibit 22), SOW Exhibit A, Attachments #1 - #6, SSA (42 U.S.C. 1396b), Cures Act SEC. 12006, and information provided in the Bidders' Library.

**Table 65: Exhibit 25.1 – Narrative Response Requirements**

ID	Category	Requirement	Max Points
NR.01	Project Management	<p>Bidder shall describe in detail its project management approach and how it will meet the federal mandate of implementing PCS and HHCS for California, including but not limited to:</p> <ol style="list-style-type: none"> <li>1. Overall approach and strategy for implementing PCS by December 31, 2021, and HHCS by December 31, 2022.</li> <li>2. Provide the top five risks or challenges with meeting the PCS and HHCS implementation dates and how the Bidder will mitigate risks or challenges.</li> <li>3. Bidder’s approach to resourcing the number of staff that will be required for this size of an implementation in a short timeframe, such as implementation coordinators for onboarding. Response should include staffing management strategy to successfully support all project phases to locations throughout California. <i>Bidder shall attach applicable staffing plans and organization charts.</i></li> <li>4. How the Bidder will coordinate implementation activities with the State, agencies and entities to enable sufficient time for each activity to ensure success.</li> </ol>	30

ID	Category	Requirement	Max Points
NR.02	EVV Solution	<p>Bidder shall describe its proposed solution by detailing, including but not limited to:</p> <ol style="list-style-type: none"> <li>1. The environments and/or instances of the solution the Bidder believes will be required to meet the program differences and the diverse needs of California, including Development, Testing, UAT, Training, and Production environments. <i>Bidder shall attach applicable system architecture and environment management plans and documentation.</i></li> <li>2. How the solution will differentiate and still maintain relationships between the project teams, Jurisdictional Entities, Provider Agencies, and recipients, while simultaneously preventing duplicate records across programs.</li> <li>3. With claim validation being a critical process for CMS certification, describe how the Bidder's solution will assist the State's ability to match claims to EVV visit records after claims have been processed. Please keep in mind that the State will continue using their current claiming systems when the EVV Solution is onboarded, that claims/encounters may not identify the individual providing the service, and that many claims may reflect aggregated visit data.</li> </ol>	30
NR.03	Technical Configuration	<p>Bidder shall describe in detail its initial technical configuration strategy, including but not limited to:</p> <ol style="list-style-type: none"> <li>1. How the Bidder will coordinate and collaborate with the State technical team to prepare for and implement the solution.</li> <li>2. Initial hosting, provisioning, installation, and configuration of the Bidder's base COTS product sized for California.</li> <li>3. How the Bidder will demonstrate that its proposed solution will meet performance and capacity demands required by California, and can be scaled quickly, as needed. <i>Bidder shall attach applicable capacity management and performance management plans and documentation.</i></li> </ol>	25



ID	Category	Requirement	Max Points
NR.04	User Experience	<ol style="list-style-type: none"> <li>1. Bidder shall describe in detail the user experience from the perspective of each user role of the EVV Solution. <i>Bidder shall attach applicable documentation or plans on user roles and access.</i></li> <li>2. Bidder shall describe how the EVV Solution is configurable to meet Solution Requirement 5.2.1. <i>Bidder shall attach applicable screen shots and reference materials.</i></li> </ol>	25
NR.05	Implementation	<p>Bidder shall describe in detail its implementation approach and collaboration strategy with the various State Sponsor Departments, OSI, and their subcontractors, to analyze, design, configure, test and deploy its solution for California, including but not limited to:</p> <ol style="list-style-type: none"> <li>1. Approach to joint application (solution) analysis and design sessions.</li> <li>2. How it plans to satisfy contract requirements and trace solution requirements throughout the project lifecycle.</li> <li>3. Configure the solution for multiple program policies, procedures, and business rules, all of which may change throughout the contract term.</li> <li>4. System and user test the solution in its various environments and application instances. <i>Bidder shall attach applicable test plans or documents.</i></li> <li>5. How to engage with and onboard users.</li> <li>6. How to ensure successful usage after initial deployment of end users.</li> </ol> <p><i>Bidder shall attach applicable implementation plan or implementation reference materials.</i></p>	35
NR.06	Outreach	<p>Bidder shall describe in detail its outreach approach, including but not limited to:</p> <ol style="list-style-type: none"> <li>1. How the Bidder markets and communicates its training. <i>Bidder shall attach applicable communication plans or strategy documents.</i></li> <li>2. How it will support the various stakeholder groups (e.g., Jurisdictional Entities, Provider Agencies, Project) via communication materials and regular touchpoints.</li> <li>3. Its strategy for properly identifying all agencies, entities and users.</li> </ol>	30

ID	Category	Requirement	Max Points
NR.07	Training	<p>Bidder shall describe in detail its training approach and strategy, including but not limited to:</p> <ol style="list-style-type: none"> <li>1. During implementation and M&amp;O.</li> <li>2. Proven training approach and materials the Bidder plans to bring to California. <i>Bidder shall attach applicable training strategies and materials.</i></li> <li>3. Availability of training resources for Provider Agencies prior to and post implementation for agency staff.</li> <li>4. Method to train different user groups statewide.</li> <li>5. Proposed training staff allocation. <i>Bidder shall attach applicable organizational chart.</i></li> <li>6. Timing and delivery method of training events.</li> <li>7. Method to evaluate and ensure that users are successfully trained for implementation, and ongoing post-implementation. <i>Bidder shall attach applicable examples of assessment tools.</i></li> <li>8. Training equipment or software that the Bidder will provide.</li> </ol>	30
NR.08	Onboarding	<p>Bidder shall describe in detail its onboarding approach for Jurisdictional Entities and Provider Agencies, including, but not limited to:</p> <ol style="list-style-type: none"> <li>1. Overall onboarding strategy and approach.</li> <li>2. How it will assist entities and agencies to integrate EVV into their existing business processes.</li> <li>3. How it will work with entities and agencies to identify users, assign role-based access, and provision users.</li> <li>4. How it will minimize disruption to entities and agencies when onboarding to the new solution.</li> <li>5. Overall approach to determining and measuring readiness to go live. <i>Bidder shall attach applicable readiness strategies or reporting tools.</i></li> </ol>	30

ID	Category	Requirement	Max Points
NR.09	EVV Solution Security	<p>Bidder shall describe in detail its systems security approach, including but not limited to:</p> <ol style="list-style-type: none"> <li>1. How to comply with state and federal security regulations; including but not limited to NIST 800-53 r4, ADA compliance.</li> <li>2. How to validate access and ensure security of users under HIPAA privacy policy. <i>Bidder shall attach applicable security procedures or plans.</i></li> <li>3. How to ensure the jurisdictional entities and provider agencies can view data they are only authorized to access (e.g., recipient data they only provide services for and not other recipient data, and only the jurisdictions they are responsible for).</li> <li>4. Types of audit trails and audit reports for user access. <i>Bidder shall attach applicable audit report examples or information on solution options.</i></li> <li>5. Data lifecycle, specifically describe all “landing points” data subjected to as part of the data processing lifecycle in addition to how long the data remains at each point and what measures are applied to remove the data once it is no longer needed at each point. <i>Bidder shall attach applicable data management plans or documents.</i></li> </ol>	25
NR.10	Organizational Security	<p>Bidder shall describe in detail its organizational security approach, including:</p> <ol style="list-style-type: none"> <li>1. Security policies and protections.</li> <li>2. Secure operating environment. <i>Bidder shall attach applicable system operations plans or documentation.</i></li> <li>3. Active security and network testing (e.g., independent penetration testing).</li> <li>4. Strategy for managing security vulnerabilities and breaches. <i>Bidder shall attach applicable security procedures or plans.</i></li> </ol>	25

ID	Category	Requirement	Max Points
NR.11	System Change Management	<p>Bidder shall describe in detail its incident management and configuration change release strategy, including:</p> <ol style="list-style-type: none"> <li>1. Overall incident management and resolution process. <i>Bidder shall attach applicable incident or defect management plans or strategies.</i></li> <li>2. Identification, triaging, and reporting of incidents.</li> <li>3. Overall change and release strategy for moving a configuration change through the process and communicating out the change. <i>Bidder shall attach applicable release management plans or processes.</i></li> <li>4. Process for applying changes in one instance of the solution while not impacting other instances.</li> </ol>	25
NR.12	Customer Service	<p>Bidder shall describe in detail its customer service strategy, including but not limited to:</p> <ol style="list-style-type: none"> <li>1. Overall approach to managing customer service and how it will provide help desk services. <i>Bidder shall attach applicable help desk or customer service management plans or procedures.</i></li> <li>2. Incorporating feedback from customer/end user experience into the solution and its processes.</li> <li>3. How it will collaborate with the State to route calls and escalations.</li> <li>4. Identification and mapping of specific users to programs to ensure they are servicing the user needs appropriately.</li> <li>5. Timeframe for rolling on the M&amp;O Manager and team.</li> <li>6. IT Service Management tools and processes that help desk staff will use to respond to, resolve, and engage with, customers.</li> <li>7. The customer service methods and system processes (e.g., Interactive Voice Response (IVR), chat services, email) that a customer will use, and which tools are ADA compliant for the customer.</li> <li>8. How the Bidder will evaluate its customer service effectiveness and make changes to improve.</li> <li>9. How the bidder accumulates and reports data, including helpdesk metrics, performance monitoring, defect tracking, and SLA information.</li> </ol>	40

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## **EXHIBIT 26: BIDDERS' LIBRARY**

The Bidders' Library for this RFP contains information and documentation that is meant to provide additional information to Bidders when preparing their proposals. The Bidders' Library and its contents is located on an external location outside of this RFP. For more information on obtaining access to the Bidders' Library, refer to RFP Part 1, Section 2.2.4, Bidders' Library.

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**ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL**

The Bidder is required to use this form when submitting questions to the Procurement Official listed in Section 2.2.2. Instructions are as follows:

**Name of Bidder** – Provide the name of the bidding firm

**Contact Person** – Provide the name of the person to contact if the State needs clarification about the question.

**Contact Email and Phone Number** – Provide the email and phone number (including area code) for the listed contact person.

**Q #** – Sequentially number each question, always starting at one (1) for each submission.

**Section** – Identify the section the question pertains to, such as “Section 5.4, Cost Table.”

**Document Line #** – Identify the document line # the question pertains to, such as “958201”.

**Page #** – Identify the page number the question pertains to.

**Bidder Question** – Write the question in this column.

Expand or reduce the number of rows to accommodate the number of questions.

**Table 66: Bidder Question Submittal Form**

SOLICITATION Bidder Question Form				
<b>Name of Bidder:</b>				
<b>Contact Person:</b>				
<b>Contact Email:</b>				
<b>Phone Number:</b>				
Q#	Section	Document Line #	Page #	Bidder Question
1				
2				
3				
4				



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**ATTACHMENT 2: TEMPLATE FOR REQUEST FOR CHANGE SUBMITTAL**

The Bidder is requested to use this form when submitting request for changes to the Procurement Official listed in Section 2.2.2. Instructions are as follows:

**Name of Bidder** – Provide the name of the Bidding firm.

**Contact Person** – Provide the name of the person to contact if the State needs clarification about the request for change.

**Contact Email and Phone Number** – Provide the email and phone number (including area code) for the listed contact person.

**Change #** – Sequentially number each change, always starting with number 1 for each request.

**Section** – Identify the section the request pertains to, such as “Section 5.4, Cost Table.”

**Document Line #** – Identify the document line # the request pertains to, such as “958201”

**Page #** – Identify the page number the change pertains to.

**Proposed Change** – Write the requested change in this column. The Bidder shall apply tracked changes to ensure the change is evident.

**Bidder’s Rationale** – Provide explanation or the motivation for the requested change.

Expand or reduce the number of rows to accommodate the number of questions.

**Table 67: Bidder Request for Change Form**

Bidder Request for Change Form					
<b>Name of Bidder:</b>					
<b>Contact Person:</b>					
<b>Contact Email:</b>					
<b>Phone Number:</b>					
<b>C#</b>	<b>Section</b>	<b>Page #</b>	<b>Document Line #</b>	<b>Proposed Change (in tracked changes)</b>	<b>Bidder’s Rationale</b>
1					
2					

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### **ATTACHMENT 3: SOLICITATION SUBMISSION CHECKLIST**

*(This attachment is not required to be submitted with your solicitation response.)*

The State makes no warranty that the checklist is a full and comprehensive listing of every requirement specified in the solicitation. Checking off the items on the checklist does not establish your firm's intent nor does it constitute responsiveness to the requirements. The checklist is only a tool to assist participating bidders in compiling the Final Proposal. The bidder is encouraged to carefully read the entire solicitation. The need to verify all documentation and responses prior to the submission of the Final Proposal cannot be over emphasized. Has your firm submitted the following Exhibits?

- Exhibit 2: Intent to Bid
- Exhibit 3: Confidentiality Statement

Does your Final Proposal follow the format specified in Section 6?

- Packaged and labeled as identified in Section 6.
- Provided in the number of copies and formatted as identified in Section 6.
- No cost data provided in any volumes, except in Volume 3.

Is your Final Proposal provided in the following order, as identified in Section 6?

#### **Volume 1: Response to Administrative Requirements**

- Cover letter with original signature and information as specified in Section 3.11
- Exhibit 4: Response to Administrative Requirements
- Exhibit 5: Bidder Declaration GSPD 05-105
- Exhibit 6: Secretary of State Certification
- Exhibit 7: Workers' Compensation Certification
- Exhibit 8: Seller's Permit Certification
- Exhibit 9: Payee Data Record
- Exhibit 10: Iran Contracting Act of 2010

- Exhibit 11: California Civil Rights Laws Certification
- Exhibit 12: Bond and Other Security Documents
- Exhibit 13: STD. 843 DVBE Declarations
- Exhibit 14: Bidding Preferences and Incentives
- Exhibit 15: Commercially Useful Function Certification (CUF) Form
- Exhibit 16: TACPA Preference Request Forms (required if claiming TACPA preference)
- Exhibit 17: List of Proposed Subcontractors (Public Works) – Not Applicable
- Exhibit 18: Contractor's License Information – Not Applicable
- Exhibits 19.1 through 19.2: Bidder Qualification Form(s) and Bidder Reference Form(s)
- Exhibit 20.1 through 20.2: Staff Qualifications Forms and Staff Reference Forms
- Exhibit 21: Functional and Non-Functional Requirements
- Exhibit 22: Deliverables Table
- Exhibit 24: Responsibility Certification
- Exhibit 25: Narrative Responses

**Volume 2: Contract**

- Exhibit 1: STD 213, Standard Agreement
- Appendix A, Statement of Work

**Volume 3: Cost**

- Exhibit 23: Cost Worksheets

**Volume 4: Literature**

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**ATTACHMENT 4: GLOSSARY OF KEY TERMS AND ACRONYMS**

In addition to the terms, acronyms, and definitions listed in the table below, terms and definitions are also included in SOW Exhibit A, Attachments #4 (Cloud Computing SaaS General Provisions) and Attachment #5 (Cloud Computing SaaS Special Provisions).

**Table 68: Attachment 4 – Glossary of Key Terms and Acronyms**

Term	Acronym	Definition
<b>Active Users</b>		The total number of named licensed system users accessing and/or using the production system. Includes users of application programming interfaces (APIs) and those users executing analytic workloads (e.g. set operations, graph operations, statistical processing, etc.).
<b>Agency Model</b>		A PCS Service Model where a Medi-Cal Provider Agency (usually a Home Health Agency) employs an In-Home Provider to provide services in a Recipient's home.
<b>Agency Provider</b>		In-Home Providers who work through a Provider Agency. The Agency provides administrative tasks such as billing.
<b>Aggregator</b>		The feature of the State's EVV Solution that performs the following: <ul style="list-style-type: none"> <li>• Consolidates data from alternate EVV solutions and the State's EVV Solution.</li> <li>• Validates uploaded data against business rules</li> <li>• Provides aggregated visit data viewing and reporting to authorized users.</li> <li>• Exports aggregated EVV data to State departmental or Jurisdictional Entity data warehouses.</li> </ul>
<b>Aggregator Portal</b>		A feature of the State's EVV Solution that provides read only access to

		Jurisdictional Entities and Provider Agencies and is used to access aggregated EVV data for metrics, analysis, reporting, and auditing.
<b>Aggregator Providers</b>		Provider Agencies that choose to use an Alternate EVV System to electronically capture and verify the six required EVV Data Elements for each Medi-Cal PCS or HHCS home visit. These Provider Agencies will be required to upload their Medi-Cal EVV data to the State's EVV Solution Aggregator.
<b>Alternate EVV System</b>		An automated information system used by a provider to electronically capture and verify the federally required six data elements (see EVV Data elements). For a Provider Agency to use an Alternate EVV System the Provider Agency's implementation must comply with state and federal EVV requirements.
<b>Authentication</b> (Information Systems)		The process where an entity's unique identity is verified, typically by providing evidence that it holds a specific digital identity such as an identifier and the corresponding credentials. Examples of credentials are passwords, one-time tokens, digital certificates, and phone numbers (calling/called).
<b>Authorization</b> (Information Systems)		The function which determines whether a particular entity is given permission to perform a given activity (or rights), typically inherited from authentication when logging on to an application or service.



<p><b>Authorization</b> (Program)</p>		<p>Data that reflects the Recipient, the service that has been authorized, the begin and end dates of the service, and the Provider that has been authorized to provide the service. In many cases the Authorization may only reflect the Provider Agency and not the individual that will provide the service. For EVV, the Authorization will need to be supplied to the EVV Solution prior to the visit either by the State or by the Provider Agency, depending on the program.</p>
<p><b>Authorized User</b></p>		<p>A provisioned user of the EVV Solution that has been assigned to a particular group or role that allows the user to perform a specific function or access particular data. Where used the term is intended to limit access to only those users that have been specifically authorized. In this context, the EVV Contractor staff is not considered an Authorized User. EVV Contractor staff is considered to be backend system support as opposed to authorized users.</p>
<p><b>Automatic Number Identification</b></p>	<p>ANI</p>	<p>Automatic Number Identification (ANI) is a feature of a telecommunications network for automatically determining the origination telephone number on calls. For EVV, ANI is used by the IVR for verifying the location of a visit on check in/out by comparing the calling number with the home phone number of the recipient on record. ANI also provides the line type of the telephone number to verify the call is from a land line and not a mobile device.</p>

<b>Change Control Board</b>	CCB	<p>Primary decision-making body for CRs. Meets on a regular basis to address and take action on outstanding CRs and escalates to the project's Executive Governance Council (EGC) as needed.</p> <p>The CCB is a relatively small group of project SMEs, who have the breadth of expertise and ability needed to respond to requests promptly and efficiently.</p>
<b>Change Control Process</b>	CCP	<p>Describes the actions required to make changes to the project's approved and baselined documents, schedule, scope, costs, and other parameters. A formal CCP aids management by defining the process of requesting, assessing, authorizing, monitoring and controlling change. Adhering to the CCP prevents unauthorized changes, minimizes disruptions to the project environment and ensures proper analysis and input.</p>
<b>Change Request</b>	CR	<p>Documented request to make changes to the project's scope, schedule, and/or cost.</p>
<b>Claim Validation</b>		<p>The electronic matching of EVV Data to a Claim. All State departments will be able to match post-payment claims/encounters against aggregated EVV data that have been imported into the applicable departmental data warehouse from the EVV Solution. This may require modification or creation of departmental automated solutions. Any changes to existing State systems are not part of the EVV Solution contract scope.</p>

<b>Cloud Computing</b>		<p>A type of computing that relies on shared computing resources rather than having local servers or personal devices to handle applications. Cloud computing is not simply remote hosting but also requires the following characteristics: on-demand self-service, broad network access, resource pooling or sharing, rapid elasticity or expansion, and measured service.</p> <p>Cloud computing has three primary service delivery methods:</p> <ul style="list-style-type: none"> <li>• IaaS – Infrastructure as a Service, such as processors, storage, memory, or network throughput</li> <li>• PaaS – Platform as a Service, such as operating system, web server, database, and development tools</li> <li>• SaaS – Software as a Service, such as Microsoft 365, or other end-user applications</li> </ul>
<b>Commercial Off-The-Shelf</b>	COTS	<p>Commercial Off-The-Shelf (COTS) software is a fully functional commercial off the shelf software solution that can be configured to meet all of the state's requirements without requiring custom code.</p>
<b>Community</b>		<p>A location anywhere outside the recipient home or licensed care facility address where services may be provided.</p>
<b>Configuration Environment</b>		<p>See definition for Staging Environment.</p>

<p><b>Contractor Input Deliverables</b></p>		<p>Category for project plans that the State is required to create as part of the State's Project Approval Lifecycle (PAL), and which the Contractor is required to modified as part of their deliverable development process.</p> <p>The ultimate goal of this deliverable category is to create more comprehensive plans by requiring the Contractor to review and provide input on the State's approach, assumptions, and processes, which will ensure alignment and help to avoid misunderstandings of expectations and/or methods.</p>
<p><b>County IHSS</b></p>		<p>CDSS administers IHSS PCS programs through all 58 counties that provide case management and oversee direct care by Individual Providers following the self-directed model. In two cases the counties contract with County Contractors (Provider Agencies) for emergency PCS. See Jurisdictional Entity.</p>
<p><b>Cure Notice</b></p>		<p>The notice which is provided by the State to the Contractor and which initiates the time period for the Contractor to cure its breach or default.</p>
<p><b>Custom Developed Solution</b></p>		<p>Custom software (tailor-made software) is a software solution developed uniquely to satisfy the state's specific requirements.</p>

<b>Deliverable</b>	DEL	<p>Tangible products or works of authorship and other items (e.g. plans, reports) to be delivered pursuant to this Contract, including any such items furnished that are incidental to the provision of Services.</p> <p>Refer to SOW Exhibit A, Attachment 4, Cloud Computing SaaS General Provisions, 1. Definitions.</p>
<b>Deliverable Acceptance Document</b>	DAD	<p>Formal documentation of Deliverable acceptance. The State will document acceptance of the deliverable using a DAD. A deliverable will not be considered "accepted" by the State until the deliverable is complete and the Project Director has signed the DAD.</p>
<b>Deliverable Expectation Document</b>	DED	<p>Provides a basis for the development and submission of the resulting deliverable, and is used to avoid miscommunication, ensuring that the State and contractor possess a mutual understanding of the scope, objectives, content, and format of each deliverable.</p> <p>A DED is typically a short document, identifying the scope, content, entrance criteria, acceptance criteria, and development schedule for the deliverable. The DED should contain enough information for the State to have a full understanding of the product that the contractor will deliver. The content of the DED should focus on the end product, which is the deliverable, and not the process to get there.</p>

<b>Deliverable Notice of Non-Acceptance</b>		If, following the State's review, the deliverable does not meet the acceptance criteria, the Project Director shall provide a Notice of Non-Acceptance in writing, with such notice delineating the reasons for Non-Acceptance.
<b>Disabled Veteran Business Enterprise Program</b>	DVBE	The State of California established the Disabled Veteran Business Enterprise (DVBE) Program in 1989 under Public Contract Code 10115 to primarily help DVBEs compete more effectively for a portion of those dollars, and to promote self-reliance for California's disabled veterans by offering veterans the opportunity to gain experience in business, while sharing their expertise with the citizens of California and provide a goal of awarding 3% of all state contracts to certified DVBEs. The State of California contracts billions of dollars for goods and services to ensure California's economy stays healthy, strong, and prosperous and promotes business opportunities and participation for all of its citizenry. <a href="http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=MVC&amp;division=4.&amp;title=&amp;part=&amp;chapter=6.&amp;article=6">http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=MVC&amp;division=4.&amp;title=&amp;part=&amp;chapter=6.&amp;article=6</a>
<b>EVV Contractor (or Contractor)</b>		Prime EVV Contractor, or "Contractor," which holds the contract resulting from this procurement.

<p><b>EVV Data Elements</b></p>		<p>At a minimum, the six data elements required under the 21<sup>st</sup> Century Cures Act (Section 1903(l) of the Social Security Act), which requires electronic verification of in-home visits for certain Personal Care Services (PCS) and Home Health Care Services (HHCS). The six data elements required to be verified are:</p> <ol style="list-style-type: none"> <li>1.Type of service performed</li> <li>2.Individual receiving the service (Recipient)</li> <li>3.Date of service</li> <li>4.Location of service delivery</li> <li>5.Individual providing the service (In-Home Provider)</li> <li>6.Time the service begins and ends</li> </ol>
<p><b>EVV Providers</b></p>		<p>Provider Agencies that choose to use the State’s EVV Solution to electronically capture and verify the six required EVV Data Elements for each Medi-Cal PCS or HHCS home visit.</p>
<p><b>EVV Solution</b></p>		<p>The complete, configured COTS SaaS EVV solution that is supplied by the Contractor that meets all State Functional and Non-functional requirements. In concept, the EVV Solution includes EVV data collection components, such as web application, mobile application, and interactive voice recognition (IVR) services; data integration and management services; and data aggregation, data access, and reporting services.</p>

<b>Federal Medical Assistance Percentage</b>	FMAP	Medicaid is a Federal program administered by the States, and costs are shared between the Federal and State governments. CMS pays each state a percentage of its total Medicaid expenditures. This percentage is the Federal Medicaid Assistance Percentage (FMAP). FMAP varies by State based on the State's per capita income.
<b>Federal Risk and Authorization Management Program</b>	FedRAMP	The Federal Risk and Authorization Management Program (FedRAMP) is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.
<b>Fee for Service</b>		A Medi-Cal payment method whereby DHCS pays healthcare professionals and agencies directly for each service they provide.
<b>Financial Management Services</b>	FMS	Under the DDS Self-Determination Program (SDP), FMS entities, vended by Regional Centers, help Recipients manage their individual budgets by paying bills and managing the payroll for In-Home Providers. The FMS will be onboarded to the State's EVV Solution in much the same way as Provider Agencies.
<b>Global Positioning System</b>	GPS	A satellite-based radio navigation system-based technology used to identify a location. In EVV, it is used by Mobile or Web based application to identify the location EVV data is entered from and verify services were performed in a Recipient's premises.



<p><b>Go Live</b></p>		<p>The point in time during the system development lifecycle where the solution has been deployed to its production environment and is available to users. For EVV Phase II, "Go Live" is described in the "Deployment" task group and occurs after initial system performance and user acceptance testing are complete, Jurisdictional Entity users have been trained, and the Contractor has successfully demonstrated its readiness to support operational users.</p>
<p><b>Health Information Technology for Economic and Clinical Health Act</b></p>	<p>HITECH</p>	<p>Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC § 139w-4(0)(2) (February 2009), was enacted to promote the adoption and meaningful use of health information technology. HITECH includes:</p> <ul style="list-style-type: none"> <li>• Administrative Safeguards describe high level procedural and strategic control</li> <li>• Physical Safeguards describe "brick and mortar" safeguarding of facilities and records</li> <li>• Technical Safeguards describe specific technology controls that govern the access of electronic health records</li> </ul> <p><a href="http://www.healthit.gov/policy-researchers-implementers/hitech-act-0">http://www.healthit.gov/policy-researchers-implementers/hitech-act-0</a></p>

<b>Health Insurance Portability and Accountability Act</b>	HIPAA	Health Insurance Portability and Accountability Act of 1996 (HIPAA is a federal law), Pub. L. 104-191, was enacted to require that the privacy and security of sensitive patient health information be protected, among other requirements from being disclosed without the patient's consent or knowledge.
<b>Home Health Agency</b>		Public agency or private organization that is primarily engaged in providing skilled nursing services and other therapeutic services.
<b>Home Health Care Services</b>	HHCS	Generally, encompasses health or supportive services provided in the individual's home, rather than in a hospital, nursing home, or other facility. (See section 1905(a)(7) of the Social Security Act for details regarding Medicaid authority to provide HHCS pursuant to the State Plan or a waiver of the state plan. Also see Welfare & Institutions Code section 14132(j) for details regarding state authority to provide in-home medical care services.)
<b>Deployment Complete</b>		A point in time during the application lifecycle where the application has completed testing, users have been provisioned, and have completed training, the Contractor has received sign-off from the State to make their application available in a Production Environment, and most users are successfully using the applications.

<b>Implementation Phase</b>		A period of system evolution which deploys and enable operations of the State EVV system in the staging and production environments, and provisions users. Determine the readiness to implement, and execute the EVV Solution Execution Plan, including any phased execution. Conduct user and operator training of EVV Solution. The outcome of the Implementation Phase is successful establishment of full production capability and completion of the Post-Implementation Review.
<b>Individual Nurse Provider</b>	INP	A Medi-Cal enrolled In-Home Provider who provides home health care services and can submit claims to the Medi-Cal Fiscal Intermediary or Medi-Cal Managed Care Plans. Individual Nurse Providers are either an RN or LVN and are employed by a nursing registry or hired by the Recipient. Sometimes used for CCS or waiver programs. Qualifications to become an INP are defined by DHCS.
<b>In-Home Provider</b>		In the EVV context, the In-Home Provider is the “individual that provides the service” to a Recipient. In-Home Providers can work for themselves as Individual Providers or work for or contract to a Provider Agency(ies).
<b>Interactive Voice Response</b>	IVR	A telephonic solution that allows a person to provide data interactively via fixed or mobile telephone systems. For EVV, the IVR represents one of the electronic visit data verification and capture methods.

<p><b>Jurisdictional Entity</b></p>	<p>JE</p>	<p>An organizational entity that has authority to administer HHCS and/or PCS subject to the EVV requirements of Section 1903 (l) of the Social Security Act. Jurisdictional Entities typically contract with Provider Agencies to deliver HHCS and PCS. In California, Jurisdictional Entities include:</p> <ul style="list-style-type: none"> <li>• State Sponsor Departments (See State Sponsor Departments definition)</li> <li>• Waiver Agencies (WA)</li> <li>• Managed Care Plans (MCP)</li> <li>• Regional Centers (RC)</li> <li>• Multipurpose Senior Services Program (MSSP) Sites</li> <li>• Medi-Cal AIDS Waiver Program (MCWP) Agencies</li> <li>• Counties</li> </ul> <p>See RFP Section 1.4 for more information</p>
<p><b>Key Performance Indicators</b></p>	<p>KPIs</p>	<p>Key Performance Indicator is a quantifiable measure used to evaluate the success objectives for performance. With regard to EVV, KPIs are used by CMS to evaluate performance and determine certification of the state implementation.</p>

<b>Maintenance &amp; Operations</b>	M&O	A period of system evolution which enables the EVV State Solution to continue operate to meet business requirements and system's performance, system availability, security and maintain regular maintenance to ensure system operation, performance, and availability. The outcome of the M&O Phase is successful operation of the EVV State Solution against current cost, schedule and performance benchmarks.
<b>Managed Care Plan</b>	MCP	DHCS Medi-Cal Managed Care contracts for PCS and HHCS through established networks of organized systems of care (MCPs), which emphasize primary and preventive care. See Jurisdictional Entity.
<b>Medicaid Information Technology Architecture</b>	MITA	A CMS-established national framework of enabling technologies and processes that supports improved administration for the Medicaid program and fosters integrated business and IT transformation across the Medicaid enterprise. <a href="http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Medicaid-Information-Technology-Architecture-MITA.html">http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Medicaid-Information-Technology-Architecture-MITA.html</a>
<b>Medicaid PCS and HHCS</b> (also referred to as <b>Medicaid-funded PCS and HHCS</b> )		Personal care and home health care services funded by Medicaid; known as Medi-Cal in California. For more information, see definitions for PCS and HHCS in this glossary.

<p><b>Medi-Cal                  AIDS Waiver                  Program                  Agency</b></p>	<p>MCWP</p>	<p>CDPH administers the AIDS Waiver program providing PCS and HHCS through MWCP Agencies that provide case management and oversee direct care provided by subcontractors (Provider Agencies). See Jurisdictional Entity.</p>
<p><b>Medi-Cal                  Waiver</b></p>		<p>To make significant changes to its Medicaid program, the State must: either (1) amend its State Medicaid Plan – the State's contract with the federal government; or (2) receive an exemption or Medicaid waiver from portions of Title XIX of the Social Security Act by the Centers for Medicare &amp; Medicaid Services. Medi-Cal waivers are programs that provide additional services to specific groups of individuals, limit services to specific geographic areas of the state, and provide medical coverage to individuals who may not otherwise be eligible under traditional Medicaid rules. For purposes of this contract, Medi-Cal Waivers include: 1915(c) Home and Community Based Waiver; 1915(c) Waiver Self-Determination Program; 1915(c) Home and Community-Based Alternatives Waiver; Waiver Personal Care Services Agency Model; Multipurpose Senior Services Program 1915(c) and 1115 Waivers; and 1915(c) AIDS Medi-Cal Waiver.</p>

<b>Medi-Cal State Plan</b>		The California Medicaid State Plan, also known as the State Plan, is based on the requirements set forth in Title XIX of the Social Security Act and is a comprehensive written document created by the State of California that describes the nature and scope of its Medicaid (Medi-Cal) program. It serves as a contractual agreement between the State of California and the federal Centers for Medicare and Medicaid Services (CMS) and must be administered in conformity with specific requirements of Title XIX of the Social Security Act and regulations outlined in Chapter IV of the Code of Federal Regulations. The State Plan contains all information necessary for CMS to determine if the State can receive Federal Financial Participation (FFP) for its Medicaid program.
<b>Mobile Application</b>		Software that runs on a portable computing device, such as smartphone or tablet, that provides end-user functionality. For EVV, the Mobile Application represents one electronic visit data verification and capture method.
<b>Modified Off-The-Shelf</b>	MOTS	A software package which is modified with custom code to meet a customer's specific needs.
<b>Multipurpose Senior Services Program</b>	MSSP	CDA administers an HCBS Waiver program providing PCS through MSSP sites that provide case management and oversee direct care by subcontracted vendors (Provider Agencies). See Jurisdictional Entities

<b>National Institute of Standards and Technology</b>	NIST	National Institute of Standards and Technology (NIST) is the federal technology agency that works with industry to develop and apply technology, measurements, and standards. <a href="http://www.nist.gov">http://www.nist.gov</a>
<b>National Provider Identifier</b>	NPI	In accordance with Health Insurance Portability and Accountability Act (HIPAA) provisions, the NPI was created as the standard unique identifier for health care providers. Rules promulgated pursuant to HIPAA requires use of the NPI on covered standard electronic transactions after May 23, 2007.
<b>Occurrence</b>		An observable event, incident, or episode in a network or system. A single occurrence can be ongoing over a period of hours, days or weeks.
<b>Open Vendor Model</b>		CMS Model for EVV where the state contracts with a single EVV vendor but allows Provider Agencies and Managed Care Plans to use other means, such as an alternate vendor to collect and submit EVV information to the State's EVV Solution Aggregator.
<b>Payer</b>		The entity that adjudicates and pays the claim directly to the Individual Provider or Provider Agency. Examples: DHCS, DDS, Medi-Cal MCPs, and Regional Centers



<b>Personal Care Services</b>	PCS	Services provided to eligible beneficiaries according to the State's approved plan, waiver, or demonstration in the beneficiary's home or at other locations. PCS are categorized as a range of human assistance provided to persons with disabilities and chronic conditions to enable them to accomplish activities of daily living or instrumental activities of daily living. An independent or agency-based personal care attendant may provide these services. See SSA sections 1905(a)(24), 1915(c), 1915(i), 1915(j), 1915(k) for details regarding federal authorization for Medicaid to provide the services. The services also can be provided by Medicaid pursuant to a waiver under section 1115.
<b>Production Environment</b>		The complete set of resources and controls used to provide a "live" service - such as a web site, a transaction processing system or a running operating system which users can log into and get work done.
<b>Provider Agency</b>		The organizational entity that employs or contracts with individuals to provide health and/or personal care services delivered at home to persons recovering from an illness or injury, seniors who need help staying at home in a safe manner, or persons who are disabled.
<b>Recipient</b>		A person who is receiving PCS or HHCS.
<b>Recovery Point Objective</b>	RPO	The interval of time that might pass during a disruption before the quantity of data lost during that period exceeds the Business Continuity Plan's maximum allowable threshold or "tolerance."

<b>Recovery Time Objective</b>	RTO	The duration of time and a service level within which a business process must be restored after a disaster in order to avoid unacceptable consequences associated with a break in continuity.
<b>Regional Center</b>	RC	DDS administers PCS and HHCS State Plan Amendment and Waiver programs through 21 non-profit regional centers that provide case management and oversee direct care provided subcontracted service providers (Provider Agencies). See Jurisdictional Entity.
<b>Scheduling Capability</b>		The optional EVV scheduling capability provides authorized users in Provider Agencies scheduling options with a calendar type view to manage and track the scheduling of visits for Providers and Recipients. The scheduling capability allows authorized users to create, update, and search scheduled visit information, and to import and export schedule data supporting integration with existing home health care management systems.
<b>Self-Directed Model</b> (also known as Individual Provider Model)		A PCS Service Model where an In-Home Provider is not an enrolled Medi-Cal provider, and is not an employee of a Medi-Cal Provider Agency. Most In-Home Supportive Services providers, and some Regional Center Service Providers are In-Home Providers under the Self-Directed Model. This model gives the Recipient, or their authorized representative, the autonomy to hire or fire a provider of their choosing as well as to instruct them on how to facilitate their PCS needs.

<b>Service Unit</b>		A quantitative measure pertaining to a service reported in a claim or encounter. In some cases, the EVV Solution may need to translate a period of time into Service Units to match the units that are expected to be reported in the Claim/Encounter.
<b>Software as a Service</b>	SaaS	A software service/product fully managed and hosted by another company and licensed on a subscription basis.
<b>Staging Environment</b>		A staging environment is a setup of software and hardware for the staging or configuration of the EVV Solution, which closely represents the Production version or instance of the EVV Solution. In the environment migration path of configurable items, the staging environment precedes that of the Test and Production Environments.
<b>State's EVV Solution</b>		The COTS SaaS EVV solution procured by the State and delivered through this EVV Contract.
<b>State Data Warehouses</b>	DW	State databases used for reporting and data analysis.
<b>State Sponsor Departments</b>		The five California State agencies that administer programs, which provide personal care and home health care services subject to EVV requirements. These five State agencies have partnered to implement the EVV Solution. The five are: <ul style="list-style-type: none"> <li>• Department of Health Care Services (DHCS)</li> <li>• Department of Aging (CDA)</li> <li>• Department of Developmental Services (DDS)</li> <li>• Department of Public Health (CDPH)</li> <li>• Department of Social Services (CDSS)</li> </ul>

<b>Statement of Work</b>	SOW	A document part of the RFP defining a business need which may include requirements, resources, roles and responsibilities, and timeframes needed to accomplish the business need.
<b>Statewide Technology Procurement</b>	STP	<p>The CDT Division that conducts independent project oversight for state project acquisitions of information technology (IT) and telecommunications goods and services. STP is responsible for developing innovative procurement approaches for highly complex IT projects (Public Contract Code 12100 and 12120).</p> <p>STP consulting services include formal acquisitions, contract reviews, addendums, and non-competitively bid contracts. Consultants review and recommend approval of project proposal requests and planning documents; create project oversight reports; escalate risks and issues; and assist in developing appropriate risk and issue mitigation strategies.</p>
<b>Subcontractor</b>		<p>In the context of this EVV Contract, a third-party contractor which the EVV Contractor has subcontracted for the performance of any part of EVV Contractor's duties and obligations.</p> <p>In the context of providing PCS and HHCS, Provider Agencies are Subcontractors to Jurisdictional Entities. See definitions for Jurisdictional Entity and specific Jurisdictional Entities, such as Waiver Agencies.</p>

<b>Test Environment</b>		A testing environment is a setup of software and hardware for the testing teams to execute test cases. It supports test execution with hardware, software, and network configured as per the needs of the testing being performed.
<b>Waiver Agency</b>	WA	DHCS administers PCS and HHCS programs through Waiver Agencies that provide case management and oversee direct care provided by subcontracted Individual Providers and Provider Agencies. See Jurisdictional Entity.
<b>Web Application</b>		Application software that runs on a web server, unlike computer-based software programs that are stored locally on the device. For EVV, the State's EVV Solution Web Application provides functionality for Provider Agency users to manage provider, recipient, and visit schedule data.
<b>Web Portal</b>		A web site that functions as a point of access to information in the World Wide Web. It is typically a user-centric internet accessible entry point into targeted information, functionality or services presented in a uniform way. For EVV, the State's EVV Solution will provide portals that provide services and data configured in a format targeted to specific user groups, such as recipients, providers, and programs. See Aggregator Portal