



**STATE OF TENNESSEE
DEPARTMENT OF HEALTH**

**REQUEST FOR PROPOSALS
WIC MIS OPERATION AND MAINTENANCE**

RFP # 34353-14624

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1. INTRODUCTION

The State of Tennessee, Department of Health, hereinafter referred to as “the State,” issues this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

The Tennessee Department of Health (TDH) Division of Family Health and Wellness Supplemental Nutrition Program (SNP) for Women, Infants, and Children (WIC) Program is issuing this Request for Proposal for the purpose of selecting a qualified WIC Management Information System (MIS) Operation and Maintenance (O&M) contractor to operate and maintain the Tennessee WIC MIS.

The Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) provides specific nutritious foods, nutrition and breastfeeding education, and referrals to pregnant, breastfeeding and postpartum women, as well as infants and children up to five (5) years of age who are determined to be at nutritional risk and meet income guidelines. The WIC program is funded by the United States Department of Agriculture (USDA), governed by Federal Regulations contained in the Federal Register 7 CFR Part 246.

The Tennessee WIC program uses a MIS to provide supplemental foods to Program participants. WIC food prescriptions are delivered to participants via WIC Electronic Benefit Transfer (EBT) cards. The WIC EBT cards are issued to participants at the local WIC clinics using the WIC MIS system and redeemed at WIC authorized retail vendors. Currently, there are approximately seven hundred eighty-three (783) authorized vendors. These retailers are a combination of large, national supermarket chains, smaller franchises, independently owned and operated stores, pharmacies, and commissaries. Chain stores account for two-thirds of the authorized vendor store locations. The Tennessee WIC program serves approximately one hundred and fourteen thousand (114,000) participants, in approximately seventy thousand (70,000) households monthly to whom WIC Services and WIC EBT cards are issued for specific food items.

Tennessee WIC Organization

The WIC Program is located within the Department of Health, Division of Family Health and Wellness under the Supplemental Nutrition Programs. Additional staff in the Division of Community Health Services provides support for WIC in the regions and clinics. Staff from the Strategic Technology Solutions (STS) supports the WIC Program’s MIS.

The WIC program’s central office team is comprised of administrative support, breastfeeding services, nutrition services, systems, vendor management and epidemiologist. The WIC program receives support from the Department’s fiscal unit in completing applicable federal reporting. This unit also supports the funding for the local WIC clinic programs in the metro and rural regions. The Strategic Technology Solutions (STS) administers the Department’s computer resources and is responsible for enhancing and maintaining the State’s computer systems and technical infrastructure.

Clinic Administration

The WIC program is administered through the county health departments providing integrated services. Thirteen (13) regional offices with WIC staff support the approximate one hundred and thirty (130) clinics in the state’s ninety-five (95) counties. Six (6) of these county health departments operate as contractors to the State; the remaining health departments are directly administered by

the State through the other seven (7) regional offices (See Exhibit 1). The WIC Program in all counties operate under the same policy manual and use the same MIS.

There are approximately sixteen hundred (1600) local WIC program staff who provide direct participant services at the clinics across the state. Although all of the clinics provide the same WIC services, the staffing varies by the caseload volume. Each clinic has at least one (1) clerk and one (1) Competent Professional Authority (CPA), with many also having a nurse assistant to collect anthropometrics. However, as the caseload increases, so does the number of staff. The largest clinic with a caseload of approximately 7,000 WIC participants has thirty-three (33) Full Time Equivalent (FTEs) available with the potential for direct participant interaction.

Tennessee WIC MIS Overview

WIC MIS performs the sequence of events that occur when an individual applies for and receives WIC benefits. The WIC MIS determines eligibility of the applicant, captures demographic data, creates, assigns and maintains benefit prescriptions and issues and maintains WIC cards for the WIC participant and/or WIC household. The WIC MIS also performs the sequence of events that occur when a retailer applies for and is approved to be a WIC vendor. The WIC MIS determines eligibility of the WIC vendor, captures demographic data and establishes data collection, payment and adjustment processes with the WIC vendor. The WIC MIS also establishes and maintains the Authorized Product List (APL) of food items for WIC purchases.

The clinic application in the WIC system contains the business rules to support clinic level operations, such as appointment scheduling, participant certification, food benefit issuance, documentation of nutrition education, food package changes, mid-certification updates and edits, participant transfers, and reporting. In addition, regional functionality will include some vendor management functionality. Regional vendor management staff perform authorization visits, routine monitoring, training, and inventory audits. The state office application will contain the functions for statewide reporting, vendor management, financial management (including communications with the host processor for EBT), food instrument reconciliation, program integrity, and dual participation oversight. Both the clinic application and the state office application will be housed on the central processor, along with the relational database that contains all of the participant records.

WIC clinic staff who have contact with participants have their own workstation. Data is entered directly into a participant's record. In addition, signature capture, for participants, is done through the use of electronic signature pads. Clinics have EBT card readers and access to networked printers for reports and forms.

WIC MIS includes the client portal which allows participants to access their WIC data through a web browser. WIC MIS also generates Comma Separated Values (CSV) files which includes the information such as but not limited to list of all authorized vendors to date, current authorized vendors address and contact information and current APL to go over to the WIC Mobile App vendor.

The Contractor will be expected to incorporate caseload growth into their capacity planning. For planning purposes, Tennessee WIC's current and projected caseload over the next seven (7) years is as follows:

Fiscal Year	Caseload Projection
FY24	114,000
FY25	115,000
FY26	116,000
FY27	117,000
FY28	118,000
FY29	119,000
FY30	120,000

Electronic Health Record Interface

The State is implementing an Electronic Health Record (EHR) system that will replace the current Patient Tracking Billing Management Information System (PTBMIS) which is an integrated system serving the patients of the State. PTBMIS tracks patients from the time an appointment is made through the delivery of service. The program modules in PTBMIS use the master patient file and all share the following screens: 1) registration, 2) appointment scheduling, 3) encounter, 4) financial information, and 5) billing. A Master Patient Index (MPI), currently using the same technology as PTBMIS, is in place and is interoperable with PTBMIS and the Immunization Registry. The EHR is a comprehensive, multi-year effort which will transform and enhance the tools and information to public health providers and policy makers. The EHR will use HL7 standards for interoperability with other systems.

The WIC MIS must be interoperable with the State's EHR in the following major data exchanges:

- (1) Master Person Index of the State
- (2) WIC MIS participant registration demographics
- (3) WIC MIS appointment scheduling system
- (4) WIC MIS anthropological measures
- (5) TennIIS – the Tennessee Immunization Information System

The primary purpose of the WIC MIS and the State's EHR interoperability is to avoid hardship on users by requiring double data entry in these interfaces.

Health Level Seven (HL7) Interface

HL7's Version 2.x (v2) messaging standard is the workhorse of electronic data exchange in the clinical domain and the most widely implemented standard for healthcare in the world. This messaging standard allows the exchange of clinical data between systems. It is designed to support a central patient care system as well as a more distributed environment where data resides in departmental systems. HL7 v2 defines a series of electronic messages to support administrative, logistical, financial, and clinical processes. Any HL7 version used should meet Meaningful Use requirements for the message type.

EBT

The WIC MIS will be EBT operational and interface with the EBT processor under the specifications of the USDA WIC Universal Interface guidelines.

The WIC MIS will pass demographic and benefit data to the EBT system. The EBT system will maintain the WIC household EBT accounts, maintain Card information, acquire and validate WIC redemption transactions from the WIC vendors, process payments to the WIC vendors, and supply the WIC MIS with redemption data for reporting and reconciliation.

In order to support EBT functionality, the TNWIC MIS will encompass the following data and system features:

- Identify Head of Household/ Primary Card Holder
- PAN (Card number) capture
- Record Card replacement
- Foster child identification
- Contain family demographics and income
- Provide Food packages by category/subcategory/unit of measure
- Maintain historical record of food packages issued
- Enable PAN linkage to unique food package issuance ID aggregated by household.

Coordination and Communication with the EBT Contractor

The WIC MIS contractor will be required to work with the EBT contractor. This cooperative effort will include joint planning, design, testing, and implementation activities as defined herein.

Documentation

The operation and maintenance of the Tennessee WIC system includes not only the modified software but the updated system documentation as well. Operation and maintenance services also include defect correction, change order implementation, software installation services, and production help desk support.

Respondents must demonstrate that they are well-versed in industry standard system documentation methodologies and willing and capable of updating their system documentation as needed to reflect any modifications made to the system. Tennessee agrees to accept the most current system documentation as the baseline documentation for the version of the system bid that will be modified with the addition of changes and enhancements to reflect the modifications made to the system as requested by Tennessee. All references to the selected system are to be replaced with a reference to Tennessee. Any functionality added, modified, or deleted from the base transfer application is to be noted as such in each document. In addition, the existing system training materials and user manuals will require revision to reflect any system modifications made.

- 1.1.2 The estimated liability for the contract resulting from this RFP is eight million eight hundred thousand dollars (\$8,800,000)

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

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

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

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

1.3. Nondiscrimination

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

1.4. RFP Communications

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

RFP # 34353-14624

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

- 1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Simeon Ayton, Sourcing Account Specialist
 Division of General Services
 Central Procurement Office
 Tennessee Tower, 3rd Floor
 312 Rose L. Parks Ave.
 Nashville, TN 37243-1102
 615-532-0110
Simeon.Ayton@tn.gov

- 1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html> for contact information); and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Helen Crowley, Compliance Team Lead
 Division of General Services
 Central Procurement Office
 WRS Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243-1102
 (615) 741-3836
Helen.Crowley@tn.gov

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response. It is encouraged for Respondents to submit bids digitally.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may

be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information/request-for-proposals--rfp--opportunities1.html>.

- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. **Assistance to Respondents With a Handicap or Disability**

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

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

- 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. **Pre-Response Conference**

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held virtually via Microsoft Teams:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 262 432 632 290

Passcode: oDZg4S

[Download Teams](#) | [Join on the web](#)

Join with a video conferencing device

stateoftn@m.webex.com

Video Conference ID: 116 441 215 0

[Alternate VTC instructions](#)

Or call in (audio only)

[+1 629-209-4396,,423469559#](#) United States, Nashville

Phone Conference ID: 423 469 559#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. **Notice of Intent to Respond**

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

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

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

1.9. **Response Deadline**

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		April 20, 2023
2. Disability Accommodation Request Deadline	2:00 p.m.	April 25, 2023
3. Pre-response Conference	10:00 a.m.	April 26, 2023
4. Notice of Intent to Respond Deadline	2:00 p.m.	April 27, 2023
5. Written "Questions & Comments" Deadline	2:00 p.m.	May 4, 2023
6. State Response to Written "Questions & Comments"		May 26, 2023
7. Response Deadline	2:00 p.m.	June 29, 2023
8. State Completion of Technical Response Evaluations		July 14, 2023
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	July 17, 2023
10. Negotiations	4:30 p.m.	July 17-21, 2023
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	July 24, 2023
12. End of Open File Period		July 31, 2023
13. FNS Review and Approval of Contract		September 1, 2023
14. State sends contract to Contractor for signature		September 4, 2023
15. Contractor Signature Deadline	2:00 p.m.	September 6, 2023

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8).

3. RESPONSE REQUIREMENTS

3.1. Response Form

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

- 3.1.1. **Technical Response.** RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

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

- 3.1.1.1. A Respondent should duplicate and use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
 - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

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

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the Technical Response and Cost Proposal files meet all form and content requirements, including all required signatures, as detailed within this RFP.
- 3.2.2. A Respondent must submit their response as specified in one of the two formats below.

3.2.2.1. Digital Media Submission

3.2.2.1.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive and should be clearly identified as the:

“RFP #34353-14624 TECHNICAL RESPONSE ORIGINAL”

and three (3) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

“RFP # 34353-14624 TECHNICAL RESPONSE COPY”

The customer references should be delivered by each reference in accordance with RFP Attachment 6.4. Reference Questionnaire.

3.2.2.1.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in “PDF” or “XLS” format properly recorded on a separate, otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

“RFP #34353-14624 COST PROPOSAL”

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

3.2.2.2. E-mail Submission

3.2.2.2.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in “PDF” format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should be clearly identified as follows:

“RFP #34353-14624 TECHNICAL RESPONSE”

The customer references should be delivered by each reference in accordance with RFP Attachment 6.4. Reference Questionnaire.

3.2.2.2.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in “PDF” or “XLS” format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should be clearly identified as follows:

“RFP #34353-14624 COST PROPOSAL”

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

- 3.2.3. For e-mail submissions, the Technical Response and Cost Proposal documents must be dispatched to the Solicitation Coordinator in separate e-mail messages. For digital media submissions, a Respondent must separate, seal, package, and label the documents and copies for delivery as follows:
- 3.2.3.1. The Technical Response and copies must be placed in a sealed package that is clearly labeled:
- “DO NOT OPEN... RFP # 34353-14624 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”**
- 3.2.3.2. The Cost Proposal must be placed in a separate, sealed package that is clearly labeled:
- “DO NOT OPEN... RFP # 34353-14624 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**
- 3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:
- “RFP # 34353-14624 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**
- 3.2.3.4. Any Respondent wishing to submit a Response in a format other than digital may do so by contacting the Solicitation Coordinator.
- 3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Simeon Ayton, Sourcing Account Specialist
 Division of General Services
 Central Procurement Office
 Tennessee Tower, 3rd Floor
 312 Rose L. Parks Ave.
 Nashville, TN 37243-1102
 615-532-0110
Simeon.Ayton@tn.gov

3.3. **Response & Respondent Prohibitions**

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
 - 3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
 - 3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
 - 3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
- 3.3.9. This RFP is also subject to Tenn. Code Ann. § 12-4-101—105.

3.4. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be

allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. Response Withdrawal

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. Additional Services

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

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. Response Preparation Costs

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

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.4. Assignment & Subcontracting

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

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

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

4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. Insurance

The State will require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. Professional Licensure and Department of Revenue Registration

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following:
<https://tntap.tn.gov/eservices/#1>

4.8. Disclosure of Response Contents

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

4.9. Contract Approval and Contract Payments

- 4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the Contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

- 4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.
- 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).
- 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

After Contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the Contract and this RFP, but beyond the specified Scope, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals. Notwithstanding the above, *pro forma* Contract section A.7. provides for limited service "change orders" without a formal Contract Amendment upon the documented mutual agreement by the Parties.

4.12. **Severability**

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

4.13. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	25
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	45
Cost Proposal (refer to RFP Attachment 6.3.)	30

5.2. Evaluation Process

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

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

- 5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.
- 5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:
 - a. the response adequately meets RFP requirements for further evaluation;
 - b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
 - c. the State will determine the response to be non-responsive to the RFP and reject it.
- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP,

and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
 - 5.2.3.1. **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.
 - 5.2.3.2. **Negotiations:** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
 - 5.2.3.3. **Cost Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
 - 5.2.3.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.
- 5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. Contract Award Process

- 5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2 The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.
- 5.3.3 The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

- 5.3.4 The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5 Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited terms and conditions or pricing negotiations prior to Contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6 If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP ATTACHMENT 6.1.**RFP # 34353-14624 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

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

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

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., *Pro Forma* Contract for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library/public-information-library.html>.

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

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

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

RFP ATTACHMENT 6.2. — Section A

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide four current positive credit references from States that the respondent has successfully operated a WIC MIS that is EBT operational	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		and interfaced with an EBT processor signed, and dated within the past three (3) months.	
	A.5.	Provide a statement that the Respondent's proposed WIC Management Information System (MIS) operation and maintenance is a proven EBT functional system currently operating in another State.	
	A.6.	Provide a statement that the Respondent's proposed WIC Management Information System (MIS) is Universal Interface (UI) compliant.	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.2. — SECTION B

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) <u>Business Strategy</u> . Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u> . Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: (i) contract description; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u> . Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions;

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p>
	B.17.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
	B.18.	Provide a narrative description as to whether or not the Respondent has ever been recognized as an MIS Operations & Maintenance Service Provider by the Food and Nutrition Services (FNS).
	B.19.	Provide a list of the respondent's Management Information System (MIS) and Electronic Benefits Transfer (EBT) systems currently in progress and their completion status.

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items	
SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): <i>(maximum possible score = 25)</i>			
<i>State Use – Evaluator Identification:</i>			

RFP ATTACHMENT 6.2. — SECTION C**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		5	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		5	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		10	
	C.4.	Provide a narrative description of whether or not the Respondent has had experience with the operation and maintenance of a WIC Management Information System (MIS) with EBT functionality.		15	
	C.5.	Provide a narrative description on the Respondent's experience with HL7 in regard to WIC interfaces.		5	
	C.6.	Describe the technical approach and functionality for the WIC MIS System to interoperate with other State systems such as but not limited to EBT System and WICShopper, while also having the capability to enter the same data fields into the WIC MIS system without interoperability.		10	
	C.7.	Describe the technical approach and functionality for the WIC MIS System to interoperate with other State systems such as electronic health records to include registration, appointment scheduling, and measures associated with WIC requirements.		10	
	C.9.	Provide examples of training materials used by the Respondent.		10	
	C.10.	Please provide a description of the Respondent's timeline for completion (citing, specific dates, timeframe for each step, and deadlines) for each of the major tasks.		10	
	C.11.	Provide a narrative description that details the Respondent's specific experience with operation and		15	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		maintenance services for WIC MIS when serving as the Operation and Maintenance Services Contractor for the project.			
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>
<div style="display: flex; justify-content: space-between;"> <div> Total Raw Weighted Score <hr/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i> </div> <div> X 45 <i>(maximum possible score)</i> </div> <div> = SCORE: </div> </div>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

RFP ATTACHMENT 6.3.**COST PROPOSAL & SCORING GUIDE****NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

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

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

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

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

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Milestone 1: Successful completion of Tasks 1 through Task 3 as described in Pro Forma Contract, Attachment 1	\$ NUMBER / (one-time charge upon written approval of State)	1	
Milestone 2: Successful completion of Tasks 4 through Task 6 as described in Pro Forma Contract, Attachment 1	\$ NUMBER / (one-time charge upon written approval of State)	1	
Milestone 3: Successful completion of Tasks 7 as described in Pro Forma Contract, Attachment 1	\$ NUMBER / (one-time charge upon written approval of State)	1	
Milestone 4: Successful completion of Task 8 as described in Pro Forma Contract, Attachment 1	\$ NUMBER / (one-time charge upon written approval of State)	1	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
WIC Operations and Maintenance, Year 1	\$ NUMBER / (monthly charge upon written approval of State)	12	
WIC Operations and Maintenance, Year 2	\$ NUMBER / (monthly charge upon written approval of State)	12	
WIC Operations and Maintenance, Year 3	\$ NUMBER / (monthly charge upon written approval of State)	12	
WIC Operations and Maintenance, Year 4	\$ NUMBER / (monthly charge upon written approval of State)	12	
WIC Operations and Maintenance, Year 5	\$ NUMBER / (monthly charge upon written approval of State)	12	
WIC Operations and Maintenance, Year 6	\$ NUMBER / (monthly charge upon written approval of State)	12	
WIC Operations and Maintenance, Year 7	\$ NUMBER / (monthly charge upon written approval of State)	12	
Change Order, as described in Attachment 6.6., Scope, Section A.6.	\$ Amount per hour	20 Estimated Number of Hours	
EVALUATION COST AMOUNT (sum of evaluation costs above): The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
lowest evaluation cost amount from <u>all</u> proposals <hr/> evaluation cost amount being evaluated		X 30 (maximum section score)	= SCORE:
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.4.**REFERENCE QUESTIONNAIRE**

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

The Respondent will be solely responsible for obtaining completed reference questionnaires as detailed below.. Provide references from individuals who are not current State employees of the procuring State Agency for projects similar to the goods or services sought under this RFP and which represent:

- two (2) contracts Respondent currently services that are similar in size and scope to the services required by this RFP; and
- three (3) completed contracts that are similar in size and scope to the services required by this RFP.

References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The individual contact reference provided for each contract or project shall not be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire, should be used and completed, and is provided on the next page of this RFP Attachment 6.4.

In order to obtain and submit the completed reference questionnaires following one of the two processes below.

Written:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) Send a reference questionnaire and new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;
 - (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
 - (iv) sign his or her name in ink across the sealed portion of the envelope; and
 - (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).
- (d) Do NOT open the sealed references upon receipt.
- (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

Email:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) E-mail a reference questionnaire to each reference.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;
 - (iii) E-mail the reference directly to the Solicitation Coordinator by the RFP Technical Response Deadline with the Subject line of the e-mail as "[Respondent's Name] Reference for RFP # **34353-14624**".

NOTES:

- The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required.
- The State will not review more than the number of required references indicated above.

- While the State will base its reference check on the contents of the reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.
- The State is under no obligation to clarify any reference information.

RFP # 34353-14624 REFERENCE QUESTIONNAIRE**REFERENCE SUBJECT:** RESPONDENT NAME (completed by Respondent before reference is requested)

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

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

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire and follow either process outlined below;

Physical:

- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

E-Mail:

- e-mail the completed questionnaire to:
Solicitation Coordinator Name and E-Mail Address

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

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

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

- (4) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (5) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

REFERENCE SIGNATURE:

(by the individual completing this
request for reference information)

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

DATE:

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 25)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 45)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						
Solicitation Coordinator Signature, Printed Name & Date:						

RFP ATTACHMENT 6.6.

RFP # 34353-14624 *PRO FORMA* CONTRACT

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

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Health ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of Development and Implementation of Tennessee Women, Infants, and Children (WIC) Management Information System (MIS) services, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

A. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and in Attachment 1 and shall meet all service and delivery timelines as specified by this Contract.

A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

- A. **Approved Product List** means a food *list that* provides the federal requirements for WIC- eligible foods.
- B. **Card** means the Tennessee WIC Electronic Benefits Transfer Card that is issued to WIC participants and can be used in WIC Authorized stores.
- C. **Central Processing Site (CPS)** means the main processor that executes instructions that make up a computer program.
- D. **Clients** means individuals receiving assistance or participating in the WIC program.
- E. **Contractor** means a person or company that undertakes a contract to provide materials or labor to perform a service or do a job.
- F. **Detailed Design and Functional Document (DFDD)** means detailed design and functional document
- G. **Electronic Benefits Transfer (EBT)** means is an electronic system that replaces paper vouchers with a card for food benefit issuance and redemption at authorized WIC grocery stores.
- H. **Food Delivery Portal (FDP)** is the system WIC state agencies use to report vendor management activities per 7 CFR 246.12 (j) (5).
- I. **7 CFR 246** means the Federal regulations pertaining to WIC, as seen at the following website:<http://www.ecfr.gov/cgi-bin/text-idx?SID=a42889f84f99d56ec18d77c9b463c613&node=7:4.1.1.1.10&rgn=div5>
- J. **Food and Nutrition Service (FNS)** means an agency within the USDA which establishes EBT systems processing requirements and criteria.
- K. **Functional Requirements Document (FReD)** means a model WIC System which provides a comprehensive description of functions that can be automated to support the WIC program
- L. **Head of Household/Primary Card Holder** means the primary person designated for the household group.
- M. **International Standards Organization (ISO)** means an independent, international, non- governmental organization, whose members determine standards for its member countries
- N. **Local Agency and Central Office staff** means staff who will be utilized to assist the Electronic Benefit Transfer Contractor in the conduct of training and will provide support to the retailers as they go live with the new EBT system.
- O. **Management Information System (MIS)** means management information system

which is a computerized information-processing system designed to support the activities of the organization.

- P. **Master Patient Index (MPI)** means Master Patient Index.
- Q. **Operation and Maintenance Plan** means a written plan for the system operation and maintenance including their plan for procedural, staffing, and resources requirements.
- R. **Personal Identification Number (PIN)** means is a number allocated to an individual and used to validate electronic transactions.
- S. **Protected Health Information (PHI)** means the term given to health data created, received, stored, or transmitted by HIPAA-covered entities and their business associates.
- T. **Price Look-Up Codes (PLU)** means the codes used to identify bulk produce and related items such as nuts and herbs.
- U. **Production** means an application of production system design for the implementation of WIC MIS.
- V. **Problem Resolution and Escalation Procedures** means the process by which the State reports system and operational problems to the Contractor, process by which the problems are resolved and the resolution reported back to the State.
- W. **Proxies/Alternate caregiver** means individuals who have been authorized by a Client to make WIC purchases on their behalf.
- X. **Reports Manual** means a manual describing all standard reports to be generated by the Contractor providing a brief description of the data files provided to the State for internal report generation.
- Y. **Retailer or Vendor** means Tennessee Authorized WIC Grocers and pharmacies.
- Z. **Task Plan** means documented strategies addressing the Tasks delineated in Attachment 1.
- AA. **WIC MIS** means the Tennessee Special Supplemental Nutrition MIS/ EBT system for Women, Infants and Children.
- BB. **Tennessee/TN WIC MIS** means the Tennessee Special Supplemental Nutrition MIS/ EBT system for Women, Infants and Children is getting used by the State of Tennessee.
- CC. **TN EBT** means Electronic Benefits Transfer that State of Tennessee is utilizing.
- DD. **TennIIS** means TennIIS is a free, secure, and easy-to-use online registry of vaccinations received by Tennessee residents
- EE. **User Acceptance Testing (UAT)** means an application is tested, usually by or in conjunction with users, to ensure that the application is functioning according to specifications and defined requirements and is acceptable to the State.
- FF. **Universal Interface** Guidelines means a standard means of exchanging information between the WIC MIS and the Electronic Benefit Transfer system.
- GG. **Universal Product Code (UPC)** means the twelve (12) numerical digits uniquely assigned to each trade item.
- HH. **United States Department of Agriculture (USDA)** means the U.S. Federal executive department responsible for developing and executing Federal laws related to farming, forestry, rural economic development, and food.
- II. **Virtual** means accessed by a computer over a network.
- JJ. **Virtual Private Network (VPN)** means a virtual network built on top of existing physical networks that can provide a secure communications mechanism for data and control information transmitted between networks.
- KK. **WIC** means the State's Special Supplemental Nutrition Program for Women, Infants, and Children established by the Child Nutrition Act of 1966 and codified as 42 U.S.C. § 1786
- LL. **WIC MIS-EBT Universal Interface Specifications (UI)** means the functional requirements for the Universal Interface between the WIC Management Information Systems (WIC MIS) and the WIC Electronic Benefit Transfer systems (WIC EBT system)
- MM. **WIC Mobile Application** means a type of application designed to run on a mobile device, which can be a smartphone.
- NN. **Work Plan** means specifying a detailed approach to Task 1 through Task 8 as indicated in Attachment 1.

A.3. Ownership/Rights/Licensure.

- a. State Ownership - All Deliverables and modifications, in whole and in part, shall be deemed works made for hire of the State for all purposes of copyright law, and copyright shall belong solely to the State. To the extent any work or Deliverable is deemed not to be, for any reason whatsoever, work made for hire, the Contractor agrees to assign and hereby assigns all rights, title and interest, including but not limited to copyright patent, trademark and trade secret, to such work and Deliverables, and all extensions and renewals thereof, to the State. The State shall own all right, title, and interest to the software and associated documentation, including all copyright, patent, trade secret, trademark and other intellectual property rights created by the contractor in connection with such work (in whatever form), that comprise the State's MIS System as designed, developed or installed in accordance with the terms of this Contract. The Contractor shall take all actions necessary and transfer ownership of the Deliverables to the State, including, without limitation, any custom software and associated documentation, including all copyright, patent, trade secret, trademark and other intellectual property rights, on formal acceptance of each Deliverable and following final payment for each Deliverable.
- b. Ownership of Preexisting Products - Contractor will retain all right, title and interest in and to all property developed by it, 1) for clients other than the State, and 2) for internal purposes and not yet delivered to any client, including all copyright, patent, trade secret, trademark and other intellectual property rights created by the Contractor in connection with such work prior to the Effective Date.
- c. Rights for Derivative Works - The Contractor shall grant to the State and the Contractor shall require any subcontractor contributing to any Deliverable to grant to the State a worldwide, non-exclusive, perpetual, irrevocable, fully paid up right and license to use, copy, modify and prepare derivative works based on custom Deliverables, such modifications thereof, and derivative works.
- d. Licensing - Contractor represents and warrants to the State that it has obtained all rights, grants, assignments, conveyances, licenses, permissions and authorizations necessary or incidental to use of all Deliverables by the State and/or transfer of ownership to the State of all Deliverables, including any materials owned by third parties supplied or specified by it for incorporation in the Deliverables.
- e. Data Ownership – Data ownership rights shall at all times remain with the state.

A.4. Service Goal: To provide MIS operation and management services in support of the transfer, modification, and sustain of a Tennessee WIC MIS.

A.5. Service Recipients: Individuals receiving assistance or participating in the WIC program.

A.6. Service Description:

- a. The Contractor shall provide services as specified in Attachment 1 and incorporated herein by reference to provide Operation and Maintenance (O&M) services for the State's MIS project.
- b. The Contractor shall develop and deliver the deliverables using State approved MS Office products for each appropriate deliverable. The Contractor shall provide deliverables to the State in the electronic format agreed upon on award of Contract.
- c. The Contractor shall submit to the State, within ten (10) business days of the Effective Date of the Contract, a comprehensive list of key personnel assigned to and responsible for each Task. The list shall include name, user credentials,

access levels, job title, tasks/sub-task, email and phone. Should a change in key personnel be made during the term of the Contract, the Contractor shall present the replacement to the State who will have the right to refuse the replacement and request an alternative proposed replacement.

A.7. The State may, at its sole discretion and with written notice to the Contractor, request changes in the Scope that are necessary but were inadvertently unspecified in this Contract. The State will set the priority for the change order to ensure Contractor allocates for the appropriate resources for the change initiative.

a. Change Order Creation— After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. The change order process shall include a method to track change order requests. Contractor's proposal must specify:

- (1) the effect, if any, of implementing the requested change(s) on all other services required under this Contract;
- (2) the specific effort involved in completing the change(s);
- (3) the expected schedule for completing the change(s);
- (4) the maximum number of person hours required for the change(s) to include a breakdown of the roles or job titles of persons working on the project with the number of person hours; and
- (5) the maximum cost for the change(s)— this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work.

The Contractor shall not perform any additional service until the State has approved the proposal. If approved, the State will sign the proposal, and it shall constitute a Change Order between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

b. Change Order Performance— Subsequent to creation of a Change Order, the Contractor shall complete the required services. The State will be the sole judge of the acceptable completion of work and, upon such determination, shall provide the Contractor written approval. The WIC program shall request a test or development environment outside of production to review the changes.

c. Change Order Remuneration— The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be remunerated in accordance with and further limited by Contract Section C.3.c., PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual goods or services provided to complete the necessary work, not to exceed the maximum cost for the change detailed in the Change Order. In no instance shall the State be liable to the Contractor for any amount exceeding the maximum cost specified by the Change Order authorizing the goods or services. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

A.8. Data Storage/Backups. The State will require Contractor to perform all backups and data storage

in physically secure location and with secure access control to authorized personnel. Location must be approved by the State. Backup schedules must be maintained to ensure timely availability and integrity of data. All backup data containing Protected Health Information (PHI) and Personally Identifiable Information (PII), which are also considered confidential Data and subject to the terms in E.14.

- A.9. VPN-Virtual Private Network. The State will provide a VPN to the Contractor for authorized users to connect to State resources from outside of the State's network as deemed necessary by the State.
- A.10. Sanitization. To the extent applicable, the Contractor shall, upon expiration or termination of the Contract, securely return all data received/created by the State or received/created by the Contractor, subcontractor, or agents on behalf of the State, to the State point of contact using a method mutually agreed upon by both Parties at the time of expiration or termination. The Contractor will then destroy all data in accordance to the current NIST SP800-88 Sanitization guidelines and provide the State with a "Letter of Destruction" within ten (10) business days after the destruction of data.
- A.11. Security Measures- Compliance with Enterprise Information Security Policies: The Contractor is required to meet all the security controls stated in the Tennessee Enterprise Information Security Policies (<https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>) and conform to all applicable State and Federal laws regarding information security. As additional State and Federal security and regulatory requirements are imposed, the Contractor shall ensure that the environment content and applications are kept up to date with the emerging requirements.
- A.12. Secure Connection. The Contractor will provide a secure connection to the State for authorized users to connect to Contractor resources from outside of the contractor's network as deemed necessary by the State.
- A.13 Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- A.14. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not

provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

- A.15. Data Migration: The contractor will perform the data migration from currently hosted environment to the State approved vendor hosted environment.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective for the period beginning on **July 21, 2023** ("Effective Date") and extend for a period of eighty (84) months after the Effective Date ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:
 - (1) **Payment Milestone Amounts**: The Contract includes five Payment Milestones, each with associated Tasks. When the Contractor receives the State's acceptance of all the associated Tasks for a Payment Milestone the Payment Milestone is considered approved. The Contractor shall invoice for Payment Milestones according to the table described in item C.3.b.(1) below. The invoice for approved Payment Milestones must be received within thirty (30) days following Payment Milestone approval.

Milestone	Tasks	Cost (per milestone/total implementation cost)
1	Tasks 1 through Task 3, Attachment 1	\$ Number
2	Tasks 4 through Task 6, Attachment 1	\$ Number

3	Tasks 7, Attachment 1	\$ Number
4	Tasks 8, Attachment 1	\$ Number
Total		\$ Number

- (2) **Operation and Maintenance:** Refer to Attachment 1, Task 9,. The Contractor shall be compensated monthly for Operation and Maintenance costs. For each month, compliance with Operation and Maintenance Performance Targets as outlined in Attachment 1 will be reported to the State in a written report by the seventh (7th) business day of the following month.

Operation and Maintenance	Amount (per compensable increment)
Year 1 Monthly O&M Cost	\$ Number per Month
Year 2 Monthly O&M Cost	\$ Number per Month
Year 3 Monthly O&M Cost	\$ Number per Month
Year 4 Monthly O&M Cost	\$ Number per Month
Year 5 Monthly O&M Cost	\$ Number per Month
Year 6 Monthly O&M Cost	\$ Number per Month
Year 7 Monthly O&M Cost	\$ Number per Month

- (3) **Performance Withhold and Earn Back for Operation and Maintenance costs:** The Contractor shall invoice for ninety percent (90%) of the monthly Operation and Maintenance fee. A ten percent (10%) Performance Withhold for that month shall be retained by the State. The State may take the full following month to determine/confirm noncompliance.

- i. If the State determines that the Contractor has no instance of noncompliance with O&M Performance Targets, Attachment 1, Task 9b, the 10% Performance Withhold is released and the Contractor can include that amount in their invoice for the following month.
 - ii. If the State determines there is noncompliance with one (1) or more O&M Performance Targets, Attachment 1, Task 9b, the Contractor will not include the 10% Performance Withhold in the invoice for the following month.
- c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.6., without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to Section A.6., PROVIDED THAT compensation to the Contractor for such "change order" work shall not exceed SEVEN PERCENT (7 %) of the sum of milestone payment rates detailed in Section C.3.b.(3) i., above (which is the total cost for the milestones and associated deliverables set forth in Contract Sections A.1. through A.15. including Attachment 1). If, at any point during the Term, the State determines that the cost of necessary "change order" work would exceed the maximum amount, the State may amend this Contract to address the need.

Service Description	Amount (per compensable increment)
	\$ Amount per hour

NOTE: The Contractor shall not be compensated for travel time to the primary location of service provision.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Invoice Administrator
 Attn: Alesha Reeve/Rahul Dodia
 Email: Alesha.reeves@tn.gov and Rahul.dodia@tn.gov
 Division of Family Health and Wellness
 Tennessee Department of Health
 8th Floor, Andrew Johnson Tower
 710 James Robertson Pkwy
 Nashville, TN 37243

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: Tennessee Department of Health, Division of Family Health and Wellness;
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
 - (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.
- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Program Contact:

Alesha Reeves- Section Chief
 Rahul Dodia – Project Manager
 Supplemental Nutrition Programs
 Division of Family Health and Wellness
 Tennessee Department of Health
 8th Floor, Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, Tennessee 37243
 Email Address: rahul.dodia@tn.gov
 Telephone #: (615)840-0392

FAX #: (615) 532-7189

Technical Contact:

David Tall, CIO,
Strategic Technology Solutions, Health and Social
Services Tennessee Department of Health
6th Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, Tennessee 37243
David.tall@tn.gov
Telephone : (615) 486-8376

The Contractor:

Contractor Contact Name & Title

Contractor Name

Address

Email Address

Telephone # Number

FAX # Number

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at **Attachment 2**, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent

conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.

- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired

member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor’s performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment 1- tasks; Attachment 2- attestation;; Attachment 3: BAA; Exhibit 1 – TN Department of Health map; Exhibit 2- TNWIC Functional Requirements Traceability Matrix; Exhibit 3- standard reports;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in

favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

- a. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State

or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

- D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to 34353-14624 (RFP Attachment B-B.15.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

- E.3. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et. seq.*, shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).
- E.4. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.
- E.5. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.6. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.

- E.7. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.8. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.9. Contractor Hosted Services Confidential Data, Audit, and Other Requirements
- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
 - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
 - (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.
- If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.
- No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.
- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration

Tests” shall be in the form of attacks on the Contractor’s computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment’s features and data. The “Vulnerability Assessment” shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology (“NIST”) Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State’s Enterprise Information Security Policies as amended periodically. The State’s Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. “Operating System” shall mean the software that supports a computer’s basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor’s or Subcontractor’s information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor’s and

Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
 - (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: EIGHT HOURS
 - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: TWENTY-FOUR HOURS
 - (2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.
- E.10. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.11. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This

prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.12. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

E.13. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return

to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor.

Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.14. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
 - c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
 - d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

- E. 15. Debarment and Suspension (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (2 CFR 200, Subpart F, Appendix II).
- E. 16. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." (2 CFR 200, Subpart F, Appendix II).
- E.17. Clean Air and Federal Water Pollution Act. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200, Subpart F, Appendix II)

- E.18. Anti-Lobbying Act. This Act prohibits the recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the Code and implemented at 2 CFR 200, Subpart F, Appendix II, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 31 U.S.C. 1352, the applicant certifies that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.
- E.19. Americans with Disabilities Act. The Contractor must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.
- E.20. Drug-Free Workplace Statement. The Federal government implemented 41 U.S. Code § 8103, Drug-free workplace requirements for Federal grant recipients in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:
- a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
 - b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
 - c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
 - d. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

Transactions subject to the suspension/debarment rules (covered transactions) include grants, subgrants, cooperative agreements, and prime contracts under such awards. Subcontracts are not included. Also, the dollar threshold for covered procurement contracts is \$25,000. Contracts for Federally required audit services are covered regardless of dollar amount.

- E.21. Royalty-Free Rights to Use Software or Documentation Developed. 2 CFR 200.315 Intangible property.
- a. Title to intangible property (see §200.59 Intangible property) acquired under a Federal

award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally- authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).

- b. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
- c. The non-Federal entity is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."
- d. The Federal Government has the right to:
 - 1). Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
 - 2). Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF HEALTH:

RALPH ALVARADO, MD, FACP, COMMISSIONER

DATE

Detailed Scope of Work

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ATTACHMENT 1

The Contractor shall provide all following Tasks as detailed in this Attachment 1.

General Requirements:

The Contractor shall submit to the State documents and plans in the following Task Plan in draft and final form, using the State's current standard Microsoft Office formats. The Contractor shall submit drafts and subsequent revisions with all changes tracked. The Contractor shall submit all Deliverables to the WIC MIS Project Manager and will post all Deliverables on a dedicated project website determined by the State. The State will determine if the documents and plans have met the State's requirements.

The Contractor shall complete the tasks in order.

The Contractor shall provide all Deliverables as found in the following Task Plan, detailed in Attachment 1 and outlined as follows:

TASK 1 – SYSTEM OPERATION AND MAINTENANCE PLAN

The Contractor shall provide and conduct a project initiation meeting to include the plan that will guide and track the project's progress and initiate project status reporting.

The following subtasks have been identified as necessary to this phase effort:

1.1. Project Initiation Meeting and Memorandum

No later than thirty (30) days after the Contract Effective Date, the Contractor must attend a two (2) to three (3) day project initiation meeting via virtual meeting platform. The Contractor's project manager and other key Contractor staff as deemed necessary, The EBT Contractor must participate in the meeting. Within five (5) working days of the meeting, the Contractor must deliver to the State for written approval, a technical memorandum documenting a summary of all decisions, agreements, understandings, and contingencies arising from the project initiation meeting. Any revisions to the project objectives will require written approval by the State.

1.2. System Operation and Maintenance Plan

Within two (2) weeks of the project initiation meeting, the Contractor must provide a written plan for the system operation and maintenance including their plan for procedural, staffing, and resources requirements. The Contractor shall present this written plan in the form of a draft version for review and a final version for written approval by the State.

- a. The Operation and Maintenance Plan shall include the following but is not limited to:
 - (1) Contractor's approach to Operation and Maintenance support
 - (2) Help desk and issue management
 - (3) Provide a support matrix
 - (4) Define a mutually agreed upon format for Problem Resolution and Escalation Procedures reports
 - (5) Provide advance notification to State for upcoming maintenance and system releases
 - (6) Provide release notes for all maintenance and upgrades no later than seven (7) business days prior to release into UAT/PROD/TRN by the Contractor or within a mutually agreed upon timeframe.
 - (7) Perform training and other related activities required to prepare the State technical staff to promote the system adoption including, but not limited to:
 - i. System technologies, configurations, customizations, interfaces
 - ii. System operational processes and tools
 - iii. Problem management services and root cause analysis

- iv. Patches and System enhancement delivery approach
- v. Scheduled maintenance of the System
- vi. Customer support

The Contractor must include a discussion of the Contractor's approach to quality control, dispute resolution process, and security and must reflect the results of discussions with the State staff regarding the final design of the system.

The change control and configuration management portion of the plan shall detail the Contractor's approach to version control and should include, at a minimum:

- How the Contractor will assign identification numbers to releases of the system (e.g., version#, build#, where version# = the number of the latest entire system release and *build#* = the number of the latest release containing a single or a few module updates);
- How the Contractor will check out/check in of system modules inclusive of automated support and control;
- How releases of the system will be archived (e.g., each new version will be archived, as will each build since the last archive);
- Procedures to ensure that only one (1) release of the system is being system tested (either internally or in UAT) at any given time; and,
- Procedures to ensure that only one (1) release of the system is operational at any time in all installations during UAT, roll out and operations.

TASK 2 – SYSTEM DOCUMENTATION AND HOSTING

The Contractor must be onsite or at a mutually agreed upon virtual platform to conduct a review of the system's functionality in comparison to the State requested enhancements and modifications to identify required revisions to the WIC MIS system. The Contractor shall utilize the USDA Functional Requirements Document (FReD) for the system as the baseline for review and definition of system functionality.

This Task will be considered complete once the State has given written approval of the planned modifications.

MIS system availability and support:

TN WIC MIC system shall be available twenty- four (24) hours per day, and seven (7) days per week. MIS System should also support Central Standard Time zone and Eastern Standard Time zone.

Scheduled uptime shall mean the time the database is available and accessible for transaction processing and shall exclude scheduled downtime for routine maintenance.

The Contractor shall attach particular importance to providing the State advance notification of scheduled system downtime. This notification shall be at least thirty (30) calendar days prior to scheduled system downtime and must be provided in writing. The Contractor shall notify the State in advance of scheduled downtime for routine maintenance, which shall occur during clinics afterhours and mutually agreed upon time and day. The Contractor shall provide the State with any scheduled downtime outside of the time required for routine maintenance and obtain the State's approval for such downtime.

The Contractor shall provide immediate notification to the State in the event of unscheduled downtime, to include the reason(s) for the unscheduled downtime, the course of action to be taken to resolve the issue(s) causing the downtime, and an estimate as to when the system will again be available.

System Application Hosting

Throughout the contract, the Contractor shall provide hosting services, such as but not limited to (i) configuration of WIC MIS application, (ii) database maintenance and support, (iii) provision of a Disaster Recovery back up site with real-time replication of data from primary site, (iv) migrate all data to the Contractor environment(s) and test successful migration prior to end of the transition period, transition period will be defined based on both parties mutual agreement (v) all servers and devices must have currently-supported and hardened operating systems, the latest anti-viral anti-hacker, and anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection, (vi) offer adequate performance to meet the business requirements with 99.9% of uptime, exclusive of regularly scheduled maintenance window, (vii) all hardware and software components of the Contractor hosting infrastructure must be fully supported by their respective manufacturers at all times. Depreciated hardware and software must be upgraded by the Contractor as required by the hardware manufacturers and software providers, (viii) apply all critical patches for operating systems, databases, web services, etc., within ten (10) days of release by their respective manufacturers. Perform monthly application of non-critical patches, (ix) Operate 24-hours a day, seven (7) days a week, 365 days a year with performance and security monitoring, (x) Configure the MIS application so that host response time for transactions is less than three (3) seconds for 95% of all transactions, and never more than five (5) seconds (xi) provide a Hosting Transition Plan that details tasks, testing, and go/no-go validation points for the transition of hosting from the State of Tennessee hosting services. (xii) Contractor shall provide and support environments such as but not limited to Production, UAT (User Acceptance Testing) and Training.

System Documentation.

Contractor must demonstrate that they are well-versed in industry standard system documentation methodologies and willing and capable of updating the system documentation as needed to reflect any modifications made to the system. The State agrees to accept the most current system documentation as the baseline documentation for the version of the system bid that will be modified with the addition of changes and enhancements to reflect the modifications made to the system as requested by the State. All references to the selected system are to be replaced with a reference to the State. Any functionality added, modified, or deleted from the base application is to be noted as such in each document. In addition, the existing system training materials and user manuals will require revision to reflect any system modifications made.

Task 3 – SYSTEM INTEROPERABILITY WITH EBT AND MOBILE APPLICATION

The MIS system interfaces with the selected Electronic Benefit Transfer (EBT) and the system meets the requirements in the FNS-USDA FReD as well as those detailed below:

The Contractor shall provide services for the operation and maintenance of the WIC MIS interfaces. The State shall provide Contractor with access to applicable State systems necessary for Contractor to perform its obligations under the Contract. Contractor shall comply with the State's security requirements as set forth in this Contract when accessing State systems. Contractor may develop Tasks at any geographic location, but all access to any State systems shall only be from locations in the United States. All data, whether from the State or arising from Contractor's performance of this Contract, shall only be stored in the United States. The Contractor shall ensure that the Tennessee WIC MIS complies with FNS laws and regulations and with the most recent version of the FReD found on the FNS website, subject to change, as well as all other policies and guidance found at:

- <http://www.fns.usda.gov/wic/wic-laws-and-regulations>
- <http://www.fns.usda.gov/wic/wic-electronic-benefits-transfer-ebt>

The Contractor shall update its system documentation replacing all references with a reference to the Tennessee WIC MIS and allowing that any functionality added, modified, or deleted from the base transfer application be so noted in all documents. The Contractor will revise all existing training materials and/or user manuals to reflect system modifications made for the Tennessee WIC MIS.

System Interface with WIC Mobile Application.

The Contractor shall provide either a flat file exchange or real time application programming interface (API) to allow for a WIC Mobile Application to query, at a minimum, participant benefit balances, redemption history, Approved Product List, Appointment reminders and WIC Vendor locations.

TASK 4 – SYSTEM TESTING

The Contractor must develop the requested enhancements to the existing WIC MIS using a structured system life cycle development methodology that includes the following types of test activities:

Unit/Module Test

The Contractor shall use the unit/module test to validate that an individual program module or script functions correctly. The test validates the module's logic, adherence to functional requirements and adherence to technical specifications. Each unit/module test must execute every source statement and each conditional branch in the module. Unit/module tests are usually conducted by the programmer who writes the module. Test results are recorded in the software development folder for that module. The Contractor must conduct unit/module tests for any system module that has been modified.

Subsystem Integration Test

The Contractor shall perform a subsystem integration test to examine subsystems that are made up of integrated groupings of software modules. The Contractor must conduct subsystem integration testing in the development environment for any system that has been modified. It is the first level of testing where problem reports are generated, classified by severity, and the resolution monitored and reported. The Contractor shall, if needed, run subsystem integration testing several times for each subsystem and shall consider it complete only when the test has run with zero errors.

System Qualification Test.

The Contractor shall provide an independent test group within its organization to test the entire WIC MIS system when testing of all system modules and subsystems has been completed. The Contractor's system qualification tests shall determine whether the system complies with standards, satisfies functional, technical, and operational requirements, and confirms that both individual system modules and the entire system perform in accordance with the functional requirements and technical specifications. During this test period, the Contractor must check system documents and training manuals for accuracy, validity, completeness and usability. The Contractor shall ensure, during this test, that the software performance, response time, and ability of the system to operate under stressed conditions and maximum load are tested. The Contractor must at the same time test external system interfaces and the ability of the system to correctly process data converted from the TN EBT. The Contractor shall document all findings during the test and compile a system qualification test analysis report for delivery to the State. As with the integration subsystem test, the Contractor may need to run subsystem integration testing several times and shall deem it complete when the test has run with zero errors.

Regression Testing

The Contractor must perform regression testing to re-test a system component (unit, module, or subsystem) following any modification and verify that the problem was corrected without adverse side effects and to ensure the component still complies with its requirements. Regression testing also refers

to rerunning the entire system qualification test after errors have been corrected. The Contractor shall perform regression testing to ensure that unanticipated errors have not been introduced elsewhere in the system by another error correction activity.

TASK 5 – ASSESSMENT OF DISASTER RECOVERY

The Contractor shall have a disaster recovery plan that addresses the recovery of the Tennessee MIS System approved by the State, and that is tested by the Contractor annually. The State may request copies of the plan and test results at any point in time during the Contract, and if so, will make the request in writing. Should the State make such a request, the Contractor shall provide the State with copies of said documents within thirty (30) days of the State's written request.

In the event that a disaster occurs at the Contractor's site which houses the Tennessee MIS System, the Contractor shall execute its Disaster Recovery plan accordingly. The Contractor shall continue to meet the Performance listed under E.14.d and Task 3.

In the event of a disaster at the State's data center, the Contractor shall provide support to the State in the recovery of the State's MIS data and systems if needed, support may include, at a minimum, providing connectivity to the State's back-up site to support the transmission of data files and reports between the State and the EBT Contractor.

TASK 6 - SYSTEM TRAINING

The Contractor must conduct an in-person or Virtual system orientation training for State designated staff prior to releases/deployments and mentoring sessions, if requested by the State. The Contractor must address all system operations that are changing from the current system and must provide the same training plan, materials and approach that will be employed for future activities, including UAT, and rollout. The Contractor shall provide in-person or mutually agreed upon virtual training platform for State designated staff. The training shall take place at a time and central location determined by the State. The system training must include all functional security plans that outlines the protocols.

The Contractor must:

- describe the types of training and the audiences for each,
- provide a description of training materials and training methodology,
- include a detailed list of topics to be covered for each type of training,
- and describe the methodology for evaluation of training effectiveness.

The Contractor must provide, at a minimum, state office user training, central system operator training, as delineated throughout this document. The Contractor must incorporate changes to WIC policies and procedures into state and local user training by consultation with State WIC staff. The Contractor must indicate in the Training Plan the overall schedule including the number of days and preliminary agendas for the trainings. The Contractor will deliver training materials to the state and provide an overview of tools and materials to be employed in the trainings including workbooks, handouts, evaluative materials, and any training systems to be utilized. The Contractor must identify the proposed training staff in its written Training Plan.

The contractor must also provide training environment for State and regional users to perform the day-to-day training as needed and contractor must support to keep it up to date as agreed upon frequency between the State and Contractor.

Task 7 – SYSTEM INTEROPERABILITY – EHR, TennIIS, and MPI

Upon successful completion of the Contractor's operation and maintenance transition to the WIC MIS system and State approval, the Contractor shall provide interoperability using the HL7 version specified by the State with the following major data exchanges:

- I. Master Person/Patient Index;

- II. Electronic health record system deployed by one or more regions of the State to include basic interoperability functions for WIC to include patient registration-demographics, appointment scheduling, and measures.
 - III. TennNIS to indicate immunization status are up to date or overdue
- WIC MIS interoperability with EHR, TennNIS, and MPI will include requirements listed in Task 4 and Task 6 as approved by the State.

TASK 8 – SYSTEM REPORTING

Data Warehouse.

Within one month of the start date of the operation and maintenance period the Contractor shall provide a data warehouse, allowing creation of custom dynamic reports as approved by the State. The data warehouse will contain functionality for dynamic report creation based on the data available from the Universal Interface (UI) batch files. The Contractor will use commercially reasonable efforts to provide flexibility in selecting data from the available fields in the warehouse and analyzing the data based on available dimensions in the warehouse. The Contractor will work with the State to mutually agree to which fields will be standard in the canned reports and available for advanced adhoc queries. The Contractor will provide data elements such as but not be limited to participant case, certification, benefit and transactions. All TNWIC data must be available for the State to access and retrieve including any new data for download into various format such as but not limited to Microsoft Office products suite, SAS, .CSV etc. along with the instructions for which the Contractor shall provide.

A Reports Manual shall be provided describing all standard reports to be generated by the Contractor. The Reports Manual shall also provide a brief description of the data files provided to the State for internal report generation. This manual shall be considered part of the State training materials and is due at the time of State staff knowledge transfer.

The Contractor shall provide access to the clone production database, so designated TN staff can access the data as needed. Having a clone database for TN staff to query will minimize disruption to data access for reporting and analytics due to system performance issues. Data must be updated realtime for cloned database. The Contractor shall maintain report data aggregated by program and where appropriate, summarized at the state and local (county) office level. The Contractor shall maintain an archive of report data.

- a. Financial Reporting Data. The Contractor shall provide access to reporting data related to the following MIS system activity:
 - 1. Financial Reports
 - 2. Food Expenditures
 - 3. Monthly Financial
 - 4. Exception data
- b. Reporting Data. The Contractor shall maintain and support all currently available reports in WIC MIS. The contractor will create and maintain the reports listed in Exhibit 3.

TASK 9 – SYSTEM OPERATION AND MAINTENANCE SUPPORT PERIOD:

During the system operation and maintenance period, the Contractor shall be responsible for correcting all incidents, errors and federally required changes in the system software. The Contractor shall provide operation and maintenance support, deliver system enhancements, patches, and technical support for the interfaces as per the approved Operation and Maintenance Plan as delineated in Task 2

The Contractor and the State shall mutually agree upon the Contractor staff that shall be available as needed during the operation and maintenance period for repair or system enhancement purposes. The Contractor and the State shall mutually agree upon the time frame to allow for system repair of defects and enhancements.

The State may request the Contractor to make enhancements to the existing system. The Contractor shall design, develop, test and implement these changes on a schedule mutually agreed upon with the State and shall adhere to the rates in Section C.3.c of the Pro Forma contract. The Contractor must provide documented test results and updated system documentation prior to implementation of the change.

If any changes are made to the software application post implementation, the Contractor must update the following items to reflect any and all changes:

- Comprehensive materials for use in system training.
 - User and operational manuals; and,
 - System documentation.
 - Online help.
 - System source code and executable code for the local, state, and central processor WIC applications
- a. Problem Resolution and Escalation Procedures. The process by which the State would report system and operational problems to the Contractor, and the process by which these problems would be resolved, and the resolution reported back to the State. The procedures shall include a priority scheme for identifying the severity of the problem as well as the expected timeframes for the resolution of the problem.

If any changes are made to the software application during this period, the Contractor must update the following items to reflect any and all changes:

- Training environment, UAT environment and Production environment,
- Comprehensive materials for use in system training,
- User and operational manuals; and,
- Functional and technical design documents.

During this period, the Contractor shall regularly communicate with the State to report the nature and type of problems identified. The Contractor must advise the State of any solutions that do not require programming fixes. The Contractor must provide any system modification/enhancement required by the federal guidelines free of cost. Contractor shall also provide the access to error tracking tool as requested by the State. The Contractor must provide APL Support, Client Portal and mentoring sessions as requested by the State.

- b. O&M Performance Targets. Compensation to the Contractor will be tied to compliance with the O&M Performance Targets, as described below. For a given month, compliance with these Performance Targets will be reported to the State in the service level report by the seventh (7th) business day of the following month. Please see Contract Section C.3.b.5 for details about the performance withhold related to the performance measures.

Performance Target Type	Performance Target Details	O&M Performance Target	Performance Measure criteria
Critical issues (Severity Level 1) Resolution Time	Description: Critical issues: preventing participants from accessing WIC benefits (loss of function or data). Service requests with severity level of 1 resolved within 2 hours	One hundred percent (100%) of critical issues	Measured monthly as determined by the State.

Performance Target Type	Performance Target Details	O&M Performance Target	Performance Measure criteria
High issues (Severity Level 2) Resolution Time	Description: High issues: defects deemed by the State required by federal regulation. Service requests with severity level of 2 must be resolved in system releases with priority level deemed by the State.	One hundred percent (100%) of high issues	Measured by release, which include these fixes as determined by the State.
Medium issues (Severity Level 3) Resolution Time	Description: Medium issues: defects affecting system processes resulting in delay or services. Service requests with severity level of 3 resolved in system releases with priority level deemed by the State.	Ninety percent (90%) of medium issues	Measured by release, which include these fixes as determined by the State.
Low issues (Severity Level 4) Resolution Time	Description: Low issues: defects affecting minimal system functionality. Service requests with severity level of 3 resolved in system releases with priority level deemed by the State.	Eighty percent (80%) of low issues	Measured by release, which include these fixes as determined by the State.
Documentation updates	Description: Update documentation and receive approval from State for updated documentation in less than or equal to seven (7) calendar days from the day a change or release is introduced to the System.	One hundred percent (100%) per change	Measured by release as determined by the State.
Usability, Maximum Transaction Response Time	Description: Transaction Response Time averaging two (2) seconds or better, and never more than three (3) seconds, for all online activities, unless the State specifically agrees to waive this response time metric. Contractor shall submit response time metrics from the perspective of the end user. Note: The Contractor will not be held responsible for performance problems which have been determined by the State, using State diagnostics, to be network issues.	Ninety-nine percent (99.0%) of transactions	Measured monthly as determined by the State.
System Availability, Service Level	The uptime or availability of the application in a specified time period. The Contractor shall report the system availability metrics on a monthly basis.	Ninety-nine percent (99.9%) availability excluding the regularly scheduled maintenance	Measured Daily as determined by the State.

TASK 10 – SYSTEM TRANSITION

Transition of Services.

At the end of the Contract, the Contractor shall be required to support an orderly transition to the succeeding contractor. At a minimum, the Contractor shall:

1. Work with the State (or its designee) to facilitate an orderly transition of services at the end of the contract term.
2. Work in a professional manner with the succeeding contractor to execute a smooth and timely transition at the end of the contract term;
3. Provide the data from the day the contract is in place which includes but not limited to Clients data, transaction history, WIC vendor data, current and historical data, and any other data necessary for ongoing operations and research into past operations for transfer to the succeeding contractor. (Refer to the link below for the 7 CFR part 246, data collection – Information reporting and record keeping requirements)
<https://www.federalregister.gov/documents/2020/02/19/2020-03245/agency-information-collection-activities-special-supplemental-nutrition-program-for-women-infants>
4. Coordinate with the succeeding contractor on migration of data-warehouse functions as per State's mutually agreed upon timeframe.
5. Provide back-up plans and dates in case of database conversion failure;
6. Return any state-owned hardware and software to the State and/or its designee upon request by the State;
7. Deliver free on board (FOB) destination all records, documentation reports, data, hard copy and electronic files, recommendations, etc. which were required to be produced under the terms of the Contract to the State and/or the State's designee promptly and with due diligence;
8. Discontinue providing the service or accepting new assignments under the terms of this Contract, at the request of the State, on the date specified by the State, in order to ensure the completion of such service prior to the termination of the Contract;
9. Provide the State the right to serve as a mediator between the Contractor and succeeding contractor, subcontractors, and Vendors. The State's decision will be final.

Outgoing Transition Plan.

The Contractor shall submit an outgoing transition plan that shall include a resource staffing plan, issue tracking log, knowledge transfer plan, and a project schedule, detailing the items necessary to successfully transition WIC MIS data, Source code and operational knowledge to the succeeding contractor. The outgoing transition plan can be requested by the WIC MIS Project Manager as early as thirteen (13) months prior to contract end, but not less than four (4) months prior to contract end. The outgoing transition plan shall be submitted to the WIC MIS Project Manager in writing within one (1) month of a written request to allow for the review and approval by the WIC MIS Project Manager.

ATTACHMENT 2**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION NUMBER:	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

ATTACHMENT 3**BUSINESS ASSOCIATE AGREEMENT AND SERVICE LEVEL AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter Agreement) is between Tennessee Department of Health (hereinafter Covered Entity) and **Contractor** (hereinafter Business Associate). Covered Entity and Business Associate may be referred to herein individually as "Party" or collectively as "Parties."

BACKGROUND

Covered Entity acknowledges that it is subject to the Privacy Rule (45 C.F.R. Part 160 and Part 164, Subparts A and E) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. 104-191.

Business Associate acknowledges that effective February 17, 2010, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, entitled the "Health Information Technology for Economic and Clinical Health" (HITECH) Act, which modifies the HIPAA Privacy and Security Rules, subjects and obligates the Business Associate to protect patient health information to the same extent and manner as the Covered Entity under the Privacy Rule. 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 shall apply to a business associate of a covered entity in the same manner that these sections apply to a covered entity.

In the course of executing Service Contracts, Business Associate may come into contact with, use, or disclose Protected Health Information (PHI) (defined in Section 1.13 below). Said Service Contracts are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein. In accordance with the Privacy Rule, which requires Covered Entity to have a written contract with each of its business associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, execute this Agreement.

1. DEFINITIONS

1.1. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.304, 164.501, and 164.504.

1.2. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of the PHI except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. 42 U.S.C.A. § 17921.

1.3. "Breach of system security" under T.C.A. § 47-18-2107 means unauthorized acquisition of unencrypted computerized data or encrypted computerized data and the encryption key that materially compromises the security, confidentiality, or integrity of Personal Information maintained by the information holder.

1.4. "Designated Record Set" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

1.5. "Electronic Health Record" shall have the same meaning as set forth in the HITECH Act.

1.6. "Electronic Protected Health Information (EPHI)" shall have the same meaning as set forth in 45 C.F.R. § 160.103, limited to the information that the Business Associate creates, receives, maintains, or transmits for or on behalf of the Covered Entity.

1.7. "Health Care Operations" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

1.8. "Individual" shall have the same meaning set out in its definition at 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.9. "Information Holder" means any person or business that conducts business in this state, or any agency of the state of Tennessee or any of its political subdivisions, that owns or licenses computerized Personal Information of Tennessee residents. T.C.A. § 47-18-2107(a)(3).

1.10. "Personal Information" means an individual's first name or first initial and last name, in combination with any one (1) or more of the following data elements: social security number; driver's license number; or account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. T.C.A. § 47-18-2107(a)(4)(A).

1.11. "Privacy Official" shall have the meaning set out in its definition at 45 C.F.R. § 164.530(a)(1).

1.12. "Privacy Rule" shall mean the standards for privacy for Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

- 1.13. "Protected Health Information (PHI)" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.14. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- 1.15. "Security Event" shall mean an immediately reportable subset of Security Incidents which would include:
- a) a suspected penetration of Business Associate's information system of which the Business Associate becomes aware but for which it is not able to verify within FORTY-EIGHT (48) HOURS (of the time the Business Associate became aware of the suspected incident) that PHI or other confidential data was not accessed, stolen, used, disclosed, modified, or destroyed;
 - b) any indication, evidence, or other security documentation that the Business Associate's network resources, including, but not limited to, software, network routers, firewalls, database and application servers, intrusion detection systems, or other security appliances, may have been damaged, modified, taken over by proxy, or otherwise compromised, for which Business Associate cannot refute the indication within FORTY-EIGHT (48) HOURS of the time the Business Associate became aware of such indication;
 - c) a Breach of the security of the Business Associate's information system(s) (see definition 1.3 above) by unauthorized acquisition, including, but not limited to, access to or use, disclosure, modification, or destruction, of unencrypted computerized data and which incident materially compromises the security, confidentiality, or integrity of PHI;
 - d) the unauthorized acquisition, including, but not limited to, access to or use, disclosure, modification, or destruction, of unencrypted PHI or other confidential information of the Covered Entity by an employee or authorized user of Business Associate's system(s) which materially compromises the security, confidentiality, or integrity of PHI or other confidential information of the Covered Entity; and/or
 - e) a Security Incident involving 500 or more patients (see definition 1.16).

If data acquired (including, but not limited, to access to or use, disclosure, modification, or destruction of such data) is in encrypted format, but the decryption key which would allow the decoding of the data is also taken, the Parties shall treat the acquisition as a Breach for purposes of determining appropriate response.

1.16. "Security Incident" shall have the meaning set out in 45 C.F.R. § 164.304, that is, the attempt or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. A Security Incident involving 500 or more patients shall be reported to HHS immediately, and a Security Incident involving less than 500 patients shall be reported to HHS annually.

1.17. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C.

1.18. "Service Contract" shall mean any present or future agreements, either written or oral, between Covered Entity and Business Associate, under which Business Associate provides services to Covered Entity which involve the use or disclosure of Protected Health Information. All Services Contracts are amended by and incorporate the terms of this Agreement.

1.19. "Unsecured Protected Health Information" is PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under 42 U.S.C.A. § 17932(h)(2). If decoding of the data is also taken, the Parties shall treat the acquisition as a Breach for purposes of determining appropriate response.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Privacy Rule)

2.1. Business Associate agrees to fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this Agreement, Service Contracts, or as required by law. In case of any conflict between this Agreement and Service Contracts, this Agreement shall govern.

2.2. Business Associate agrees to implement administrative, physical, and technical safeguards, including policies, that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI, including EPHI, that it creates, receives, maintains, or that it transmits on behalf of Covered Entity, to prevent the use or disclosure of PHI other than as provided for by this Agreement. Said safeguards shall include, but are not limited to, requiring employees to agree to use or disclose PHI only as permitted or required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure of PHI, as necessary.

2.3. Business Associate shall, following a Breach of Unsecured Protected Health Information, as defined in the HITECH Act, immediately notify the Covered Entity pursuant to the terms of 45 C.F.R. § 164.410 and cooperate in the Covered Entity's

analysis procedures, including risk assessment, if requested. A Breach shall be treated as discovered by the Business Associate as of the first day on which such Breach is known, or should have been known, or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will provide notification to the Covered Entity without unreasonable delay and in no event later than five (5) business days of any suspected or actual Breach of security, intrusion, or unauthorized use or disclosure. Such notification will contain the elements required in 45 C.F.R. § 164.410.

2.4. Business Associate shall, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 C.F.R. §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements become applicable to business associates. Business Associate will not accept payment in exchange for PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable patient/Individual. Business Associate shall not engage in any communication which might be considered marketing under the HITECH Act. Further, Business Associate shall, pursuant to the HITECH Act and its implementing regulations, comply with applicable requirements of the Security Rule, contained in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316, at such time as the requirements are applicable to business associates.

2.5. Business Associate shall within ten (10) business days of a written request from the Covered Entity and its agents or subcontractors allow the Covered Entity to conduct a reasonable inspection of the facility, systems, books, records agreements, policies, and procedures relating to the use or disclosure of Protected Health Information pursuant to this Agreement for the purpose of monitoring compliance with the terms of this Agreement.

2.6. Business Associate shall require any agent, including a subcontractor, to whom it provides PHI received from, created, or received by Business Associate on behalf of Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI, to agree, by written contract with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

2.7. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement. Business Associate agrees to require its employees, agents, and subcontractors to immediately report, to Business Associate, any use or disclosure of Protected Health Information in violation of this Agreement, and to report to Covered Entity any use or disclosure of PHI not provided by or agreed upon in this Agreement.

2.8. If Business Associate receives PHI from Covered Entity in a Designated Record Set, then Business Associate agrees to provide access, at the request of Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524, provided that Business Associate shall have at least thirty (30) days from Covered Entity's notice to provide access to or deliver such information.

2.9. If Business Associate receives Protected Health Information from Covered Entity in a Designated Record Set, then Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, provided that Business Associate shall have at least thirty (30) days from Covered Entity notice to make an amendment.

2.10. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of PHI received from, created by, or received by Business Associate on behalf of Covered Entity, available to the Covered Entity or to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.

2.11. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 C.F.R. § 164.528.

2.12. Business Associate agrees to provide Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for and accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, provided that Business Associate shall have at least thirty (30) days from Covered Entity notice to provide access to, or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the Protected Health Information was disclosed and, if known, the address of the third party; (c) a brief description of the disclosed information; and (d) a brief explanation of the purpose and basis for such disclosure.

2.13. Business Associate agrees it must use reasonable efforts to limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.

2.14. Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.

2.15. Business Associate acknowledges that if Business Associate is also a covered entity, as defined by the Privacy Rule, Business Associate is required, independent of Business Associate's obligations under this Agreement, to comply with the Privacy Rule's minimum necessary requirements when making any request for PHI from Covered Entity.

2.16. Business Associate agrees to adequately and properly maintain all Protected Health Information received from, or created or received on behalf of, Covered Entity, document subsequent uses and disclosures of such information by Business Associate, and upon request, provide Covered Entity with reasonable access to examine and copy such records and documents during normal business hours of Business Associate.

2.17. Business Associate agrees that Covered Entity may at any time review Business Associate's privacy policies and procedures to determine whether they are consistent with Covered Entity's policies, procedures, and privacy practices, and shall promptly notify Business Associate in writing regarding any modifications Covered Entity may reasonably believe are needed in order to meet Covered Entity's requirements.

2.18. If Business Associate receives a request from an Individual for a copy of the Individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Business Associate, Business Associate will provide the requested copies to the Individual and notify the Covered Entity of such action. If Business Associate receives a request for PHI in the possession of the Covered Entity, or receives a request to exercise other Individual rights as set forth in the Privacy Rule, Business Associate shall notify Covered Entity of such request and forward the request to Covered Entity. Business Associate shall then assist Covered Entity in responding to the request.

2.19. Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Privacy Rule

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Security Rule)

3.1. Business Associate agrees to fully comply with the requirements under the Security Rule applicable to "business associates" as that term is defined in the Security Rule. In case of any conflict between this Agreement and Service Contracts, this Agreement shall govern.

3.2. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. The Business Associate understands that it has an affirmative duty to perform a regular review or assessment of security risks, conduct active risk management, and supply best efforts to assure that only authorized persons and devices access its computing systems and information storage and that only authorized transactions are allowed. The Business Associate will maintain appropriate documentation of its compliance with the Security Rule.

3.3. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides EPHI received from, maintained by, or created for Covered Entity, or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI supplied by Covered Entity, shall execute a bilateral contract (or the appropriate equivalent if the agent is a government entity) with Business Associate, incorporating the same restrictions and conditions in this Agreement with Business Associate regarding PHI.

3.4. Tennessee Consumer Notice of System Breach. Business Associate understands that the Covered Entity is an Information Holder (as Business Associate may be as well) under the terms of T.C.A. § 47-18-2107 and that in the event of a Breach of the Business Associate's system security, as defined by that statute and Definition 1.3 of this Agreement, the Business Associate shall indemnify and hold Covered Entity harmless for expenses and/or damages related to the Breach. Such obligations shall include, but are not limited to, notifications to any Tennessee resident whose Personal Information is reasonably believed to have been acquired by an unauthorized individual. In the event that the Business Associate discovers circumstances requiring notification of more than a thousand (1,000) persons at one time, all consumer reporting agencies and credit bureaus that compile and maintain files on consumers on a nationwide basis, as defined by 15 U.S.C. §1681a, shall also be notified on each person's behalf without unreasonable delay of the timing, distribution, and content of the notices. Substitute notice, as defined in T.C.A. § 47-18-2107(e) (3), shall not be permitted except as approved in writing in advance by the Covered Entity.

3.5. Reporting of Security Incidents. The Business Associate shall track all Security Incidents. The Business Associate shall reasonably use its own vulnerability assessment of damage potential and monitoring to define levels of Security Incidents and responses for Business Associate's operations. However, the Business Associate shall expediently notify the Covered Entity's Privacy Official of any Security Incident, which would constitute a Security Event as defined by this Agreement, including any Breach of system security under T.C.A. § 47-18-2107, in a preliminary report within five (5) business days of any unauthorized acquisition including, but not limited to, use, disclosure, modification, or destruction of PHI by an employee or otherwise authorized user of its system of which it becomes aware with a full report of the incident within ten (10) business days of the time Business Associate became aware of the incident.

3.5.1. Business Associate shall identify in writing key contact persons for administration, data processing, marketing, information systems, and audit reporting. Upon request, Business Associate shall notify Covered Entity of any reduction of in-house staff persons during the term of this Agreement in writing within ten (10) business days.

3.6. Contact for Security Event Notice. Notification for the purposes of Sections 2.7, 3.4, and 3.5 shall be in writing and made by certified mail or overnight parcel, with supplemental notification by facsimile and/or telephone as soon as practicable, to the designated Privacy Official of the Covered Entity in accordance with Section 8.5, Notices and Communications.

3.7. Security Compliance Review upon Request. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the security of EPHI received from, created by, or received by Business Associate on behalf of Covered Entity, available to the Covered Entity or to the Secretary, in a time and manner designated by the requester, for purposes of determining Covered Entity's or Business Associate's compliance with the Security Rule.

3.8. Cooperation in Security Compliance. Business Associate agrees to fully cooperate in good faith and to assist Covered Entity in complying with the requirements of the Security Rule.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Service Contracts, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

4.2. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information as required for Business Associate's proper management and administration or to carry out the legal responsibilities of the Business Associate. In the event a Party to this Agreement receives a subpoena, court order, or other demand for the information in this Agreement, the receiving Party shall immediately inform the other Party in writing concerning the demand.

4.3. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law or provided that, if Business Associate discloses any Protected Health Information to a third party for such a purpose, Business Associate shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality of Protected Health Information and not to use or further disclose such information except as required by law or for the purpose for which it was disclosed, and (b) notify Business Associate of any instances in which the third party becomes aware that the confidentiality of the Protected Health Information is Breached.

4.4. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

5. OBLIGATIONS OF COVERED ENTITY

5.1. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

5.2. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information if such changes affect Business Associate's permitted or required uses.

5.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use of Protected Health Information.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

6.1. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

7. TERM AND TERMINATION

7.1. Term. This Agreement shall be effective as of the date on which it is signed by both Parties and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, Section 7.3 below shall apply.

7.2. Termination for Cause.

7.2.1. This Agreement authorizes and Business Associate acknowledges and agrees that Covered Entity shall have the right to immediately terminate this Agreement and Service Contracts in the event Business Associate fails to comply with, or violates a material provision of, requirements of the Privacy Rule or this Agreement.

7.2.2. Upon Covered Entity's knowledge of a material breach by Business Associate,

7.2.2.1. Covered Entity shall, whenever practicable, provide a reasonable opportunity for Business Associate to remedy the breach or end the violation.

7.2.2.2. If Business Associate has breached a material term of this Agreement and remedy is not possible or if Business Associate does not remedy a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, Covered Entity, Covered Entity may immediately terminate this Agreement and Service Contracts.

7.2.2.3. If neither remedy nor termination is feasible, Covered Entity shall report the violation to the Secretary.

7.3. Effect of Termination.

7.3.1. Except as provided in Section 7.3.2 below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the Protected Health Information. This Section shall also apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate.

7.3.2. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that the return or destruction of Protected Health Information is unfeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such Protected Health Information.

8. MISCELLANEOUS

8.1. Regulatory Reference. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

8.2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Business Associate and Covered Entity shall comply with any amendment to the Privacy Rule, HIPAA, and related regulations upon the effective date of such amendment, regardless of whether this Agreement has been formally amended.

8.3. Survival. The respective rights and obligations of Business Associate under Section 7.3. of this Agreement shall survive the termination of this Agreement.

8.4. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy Rule.

8.5. Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective Party at the appropriate facsimile number or address as set forth below, or to such other Party, facsimile number, or address as may be hereafter specified by written notice.

COVERED ENTITY:

Tennessee Department of Health
Sara C. Warner
Privacy Office
710 James Robertson Parkway
5th Floor
Nashville, TN 37243
Telephone: 615-253-2637 or 877-280-3926
Fax: 615-253-3926

Tennessee Department of Health
Mike Moak
Security Officer
710 James Robertson Parkway
6th Floor

BUSINESS ASSOCIATE

Contractor Name
Contact Person
Title
Address
Email
Telephone
FAX

Nashville, TN 37243
 Telephone: 615-741-0899
 Fax: 615-532-9031

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery, as of the date specified for overnight courier service delivery, as of three (3) business days after the date of mailing, or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

8.6. Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.

8.7. Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

8.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

8.9. Compensation. There shall be no remuneration for performance under this Agreement except as specifically provided by, in, and through, contractual relationships referenced herein.

IN WITNESS THEREOF,

TENNESSEE DEPARTMENT OF HEALTH:

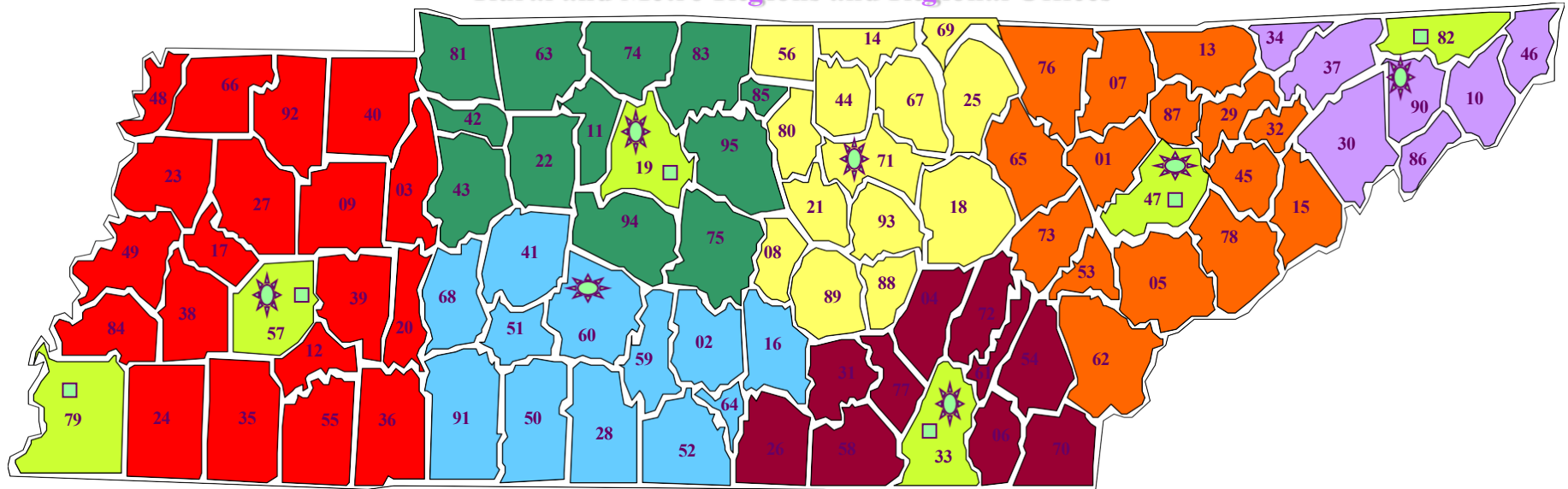
RALPH ALVARADO, MD, FACP, COMMISSIONER

DATE

Contractor:

NAME AND TITLE

Exhibit 1: Tennessee Department of Health Rural and Metro Regions and Regional Offices

[illegible]

Regional Offices



- Metro Offices

Exhibit 2: TNWIC Functional Requirements Traceability Matrix

#	Requirement	WIC MIS	Base Function	EBT Function	Comments
3.1	Certification				
3.1.1	Create and Locate Data Records				
3.1.1.1	Create New Applicant Record	X			
3.1.1.1 Process	<ul style="list-style-type: none"> Accept user entry of minimum required data record data elements Assign individual participant identification number and family/household identification number (as applicable) Maintain record for search, view, and update 				Associate the individual's EHR assigned number with the WIC record. If the participant's EHR number is changed, update the WIC record. MPI Interface.
3.1.1.2	Search for Applicant/Participant Record	X			
3.1.1.2 Process	<ul style="list-style-type: none"> Compare data search criteria with existing database records Display records that match search criteria Allow user to access the data record(s) matching search criteria 				Allow for auto-search for dual participation or existing records on basic data elements. Compare data with that in EHR/PTBMIS/MPI to assist with determining whether individual is already a WIC participant.
3.1.2	Manage Application Process				
3.1.2.1	Maintain Basic Information on Applicant/Participant	X	X		
3.1.2.1 Process	<ul style="list-style-type: none"> Add new applicant data to or update existing records for each family/household member Associate all other family/household members to the Participant Family/Household Identification Number Make changes to applicable applicant data to all records associated with the family/household identification number Generate screen display of linked participant family/household Allow 2+ alternate caregiver under demographic page 				1) To allow the new WIC system to share individual data with EHR, will require unique identifier but allow. 2) Naming conventions for middle and last names must comply with TNCARE. 3) TNWIC must capture individual's alias name. Moving from one family to another in the group then it should change to appropriate alternate.
3.1.2.2	Screen Applicant for Prior Enrollment	X	X		
3.1.2.2 Process	<ul style="list-style-type: none"> Match newly entered applicant data with data in participant data store Display potential matches in Dual Participation Potential Match data fields Accept user input to potential matches 				
3.1.2.3	Determine Adjunct or Automatic Income Eligibility	X	X		
3.1.2.3 Process	<ul style="list-style-type: none"> Accept user input of participation in adjunctive or automatic eligibility program, self-declared income, and participant income information Update participant data store for all members of the family/household, as applicable 				
3.1.2.4	Determine Documented Income Eligibility	X	X		
3.1.2.4 Process	<ul style="list-style-type: none"> Accept annual updates to income guidelines for all household sizes Update Income Guideline data store Add, update, and delete income and family/household data Capture the specific documents used as proof of income (e.g., pay stub, tax return) or the reason for an exception. Generate a notice with the specific date that specific documents must be provided, if not provided Calculate annual or monthly family/household income Retrieve and compare income with income eligibility guidelines (Income Guidelines data store) Allow user input of income levels that exceed maximum allowed level if the participant has been determined adjunct or automatically eligible Display status of income eligibility determination and update Participant Ineligibility Date and Participant Ineligibility Reason Code Apply income eligibility determination to all applicable members of the family/household. Allow separate income determinations for some members of the family/household (as applicable) Generate a notice of ineligibility and the reason(s) for ineligibility, if applicable Automatically terminate applicants who have not provided income documents within applicable timeframes Provide message to user upon over income (Income ineligibility) and do not terminate client systematically OR system should terminate the client after 15 days rather than terminating the client immediately. 				If participant loses eligibility because of income, provide 15 remaining days of benefits. Capture reason participant is no longer eligible for WIC. Vendor is requiring updating the income guideline every year upon request by state. 30 day temp.
3.1.2.5	Maintain Waiting List	X			
3.1.2.5 Process	<ul style="list-style-type: none"> Update applicant status with participant status code for waiting list Calculate waiting list priority Retrieve participant records with waiting list active status 				

	• Sort records by waiting list priority				
	• Display waiting list in priority order				
	• Update participant status				
3.1.3	<i>Determine Nutrition Risk of Applicant</i>				
3.1.3.1	Maintain Applicant Nutrition and Health Characteristics	X	X		capture head circumference, gestational age at delivery. Birth weight and birth length are to be required fields, however allow for the entry of "Measurements Not Available" if this information is not available.
3.1.3.1 Process	• Accept user entered Participant, Participant Health, and Breastfeeding data for nutrition assessment				Capture recent surgeries had by participant
	• Update the Participant, Participant Health, and Breastfeeding data stores				
3.1.3.2	Calculate Body Mass Index and Produce Automated Growth Chart	X	X		
3.1.3.2 Process	• Accept user input of anthropometric data or retrieve data from Participant Health data store				system to automatically adjust the chart baseline to reflect premature birth of infant
	• Compare actual measurements to CDC standards				
	• Assign BMI score and weight status classification (if applicable)				
	• Generate graphic growth chart or percentile chart with participant's data				
3.1.3.3	Capture and Document Blood Test Results	X	X		TNWC requires ability to indicate the reason blood work was not done (client religion; physical challenges; etc.)
3.1.3.3 Process	• Accept user input of bloodwork or retrieve data from Participant and Participant Health data stores				
	• Run an algorithm to determine if bloodwork is needed in a specified time period based on participant category, participant age, date of certification, and date of last bloodwork				
	• Determine participants requiring bloodwork				If participants Hemoglobin is low then system must generate message for CPAs to check their Hemoglobin on their next visit based on their category.
3.1.3.4	Determine Nutrition Risk and Calculate Priority	X	X		
3.1.3.4 Process	• Retrieve data from Participant, Participant Health, and Nutrition Assessment data stores				
	• Automatically assign Participant Priority based on Participant Nutrition Risk Code and Participant Category, with the opportunity to allow staff to override the value, and store in the Participant Health data store				System must automatically assign risk factor based on data entered i.e: premature birth.
	• Enable entry of Participant Nutrition Risk Codes or automatically calculate the Participant Nutrition Risk Codes based on entered data and store in the Participant Health data store				System must allow auto calculation of risk codes based on TN request. System must allow CPA to remove the high-risk flag as needed.
	• Accept user input of new Participant Priority Level Code and store in the Participant data store				
	• System should reflect all federal Risk codes as requested by The State.				
3.1.4	<i>Complete Certification</i>				
3.1.4.1	Assess Applicant for Temporary Certification/Presumptive Eligibility Requirements and Documentation Status	X			
3.1.4.1 Process	• Capture the specific documents used as proof of identity, and proof of residency (e.g., a current utility bill, rent or mortgage receipts), or the reason for an exception				System must not allow more than 30 days of benefits if proof is pending. Require Alesha to verify this line item. Page 64 of the regs.
	• Capture that applicants were physically present at the certification visit or the reason for an exception				
	• Determine type of documentation missing from required certification data				
	• Calculate date missing documents are due				
	• Flag record to ensure that benefits cannot be issued for a timeframe greater than the approved timeframe unless missing documentation is provided				
	• Generate a notice for the applicant with the date that specific documents must be provided				
	• Automatically terminate the participant after the applicable timeframe and prevent issuance of food instruments if documents are not provided				
3.1.4.2	Certify Applicant	X	X		Capture electronic signature of individual to document Rights and Responsibilities
3.1.4.2 Process	• Retrieve data from Participant data store				
	• Run an algorithm to determine if all certification conditions have been met. If so, update Participant Certification Status Code to Certified. If not, update ineligibility/termination information or allow user to enter missing data and attempt the certification again				
	• System automatically calculates the next certification date and store in the Participant data store [calculated field Participant Certification End Date]				
3.1.4.3	Maintain Proxy Information	X			Refer to the 3.1.2.1
3.1.4.3 Process	• Accept user entered Proxy data				
	• Store Proxy data in Participant data store				
3.1.4.4	Issue Identification Card	X			
3.1.4.4 Process	• Using data contained in the Participant data store (including parent/guardian name for infants and children), produce an identification card				
	• Track card replacements				

	• Flag records of participants with multiple card replacements for local agency follow-up				Flag record or populate message box for number of card replacements.
3.1.5	Prescribe Food Package				
3.1.5.1	Select and Tailor Food Prescription	X	X		
3.1.5.1 Process	• Retrieve Participant's Category from Participant data store				
	• Display appropriate standard packages or list of supplemental foods				
	• Select Food Package based on Participant Category Code49 and display Food Package with assigned food items to user				
	• Alert user to inappropriate food package selection and flag for over issuance, if applicable				
	• Accept user food package confirmation or Food Package updates				
	• Update the Food Benefit Prescription data store to assign a Food Package to the participant				
	• If WIC formula or supplemental foods that require medical documentation are issued, add or update the WIC formula or supplemental foods received and reason in the Participant data store.				
3.1.5.2	Change Food Prescription	X			Capture formula returned to stock inventory in clinic.
3.1.5.2 Process	• Accept user input of participant identification and food package identification				
	• Retrieve and display existing Food Package Prescription				
	• Accept new Food Package selection and update Food Benefit Prescription				System should allow "update of Food Benefit Prescription" when there is a redemption in the FP issued. System will only allow to update the benefits that are not redeemed. i.e: If participant purchased egg but now they would like to make changes to the Milk under their current benefit. (There is no redemption under Milk)
3.1.6	Process Participant Changes and Transfers				
3.1.6.1	Change Family/Household Grouping	X			
3.1.6.1 Process	• Accept user input of data changes and apply changes to all applicable members of the family/household				
	• Accept user input of participant identification number and family/household identification				
	• Display list of existing family/household grouping				
	• Accept user selection of an existing family/household grouping or generate new family/household				
	• Link participant to selected/newly created family/household grouping				System should link appropriate client to Appropriate caregiver.
	• Update Participant data store with new Participant Family/Household Identification Number				System must create update message to go over to EBT vendor, so Card can be PINed with new demographic information, including foster children.
3.1.6.2	Change Participation Status and/or Category	X			
3.1.6.2 Process	• Accept user input of participant identification number and retrieve and display existing				
	• Update Participant data store with updated status or category or automatically update status or category (if applicable)				
	• Add a record to or update an existing record in the Participant data store to show an applicant as ineligible or a participant's termination reason				
	• Notify user of food package changes due to status change				
	• Generate notice of participant change				Generate a notice of indelibility automatically from system.
	• Notify user of food package changes due to Category change				i.e: BF, PP, PG, I and C.
3.1.6.3	Process In-State Transfers and Produce VOC	X	X		Transfer record.
3.1.6.3 Process	• Retrieve existing Participant or Family/Household data				Being inclusive of all record of the client when transfer occur. i.e: Contact History, Card holder agreement, Scanned items, along with all demographics.
	• Terminate Participant record access at originating agency				System should leave the note at the originating agency regarding the transfer. i.e: Agency A (Originating County) will see where the client transferred and when.
	• Update authorization to access record at receiving agency				
	• Update Participant or Family/Household data store with participant information				
3.1.6.4	Process Out of State Transfers and Produce VOC	X			
	• Retrieve data from Participant, Participant Health, Transfer, Local Agency, and Food				Provide participant access to VOC, medical history and transfer of prescriptions through a
	• Produce a VOC from data resident in the system				

3.2	Nutrition Education, Health Surveillance, and Referrals				
3.2.1	Maintain Nutrition Education Data				Capture approval for participant to perform online nutrition education, refusal to accept nutrition education.
3.2.1.1	Create Participant Care Plan	X			Allow for the creation of a family care plan template (e.g., multiple toddlers in household, or mom and breast feeding infant) and a high risk care plan template.
3.2.1.1 Process	• Retrieve Participant Care Plan template appropriate for participant risk and category				
	• Retrieve relevant participant data from Participant data store and populate template				
	• Retrieve relevant data from Comment, Education/Training, Nutrition Assessment, Participant Health, Participant Care Plan, and Scheduled Appointment data stores				
	• Accept Participant Care Plan updates and update Comment, Education/Training, Nutrition Assessment, Participant Care Plan, Participant Health, Participant Health, and Appointment data stores				
	• Display updated Participant Care Plan				
3.2.1.2	Track Nutrition Education Contacts and Topics Covered	X	X		Allow for the acceptance of nutrition education contacts made via the online nutrition education tool and approve the issuance of eligible food benefits.
3.2.1.2 Process	• Accept input of offered education/training topics				
	• Update Education/Training and Participant Care Plan data store				Capture individual nutrition education conducted online by the participant and document it in WIC system.
	• Display updated Nutrition Education screen				
3.2.2	Perform Participant Referrals				
3.2.2.1	Track Incoming and Outgoing Referrals	X	X		Capture referrals made to/from State Application.
3.2.2.1 Process	• Accept user entered participant referral data				
	• Update Referral data store				
3.2.3	Provide Voter Registration Information				
3.2.3.1	Provide Voter Registration Information				
3.2.3.1 Process	• Accept user input of participants offered voter registration services				
	• Create Voter Registration Report				
3.2.4	Determine Immunization Status				
3.2.4.1	Screen and Refer Participant for Immunization Services	X			
3.2.4.1 Process	• Accept user input of immunization status, data sharing, and referral information and update Participant, Participant Health, and Referral data stores				
	• Display list of participants by immunization status, using sort parameters				
	• Generate lists of participants who have granted consent for sharing with outside entities				
3.3	Food Management				
3.3.1	Maintain Food Categories/Subcategories				
3.3.1.1	Maintain Food Category/Subcategory Table	X		X	TN WIC has prepared a category/subcategory list of food items based on the federal model.
3.3.1.1 Process	• Add or update new approved foods and store in Category/Subcategory data store				
3.3.2	Maintain Foods and Food Package Information				
3.3.2.1	Establish and Maintain Approved Foods	X			
3.3.2.1 Process	• Add or update new approved foods and store in Food Item data store				
	• Associate foods with a category and subcategory				
3.3.2.2	Set up and Maintain Food Package Data	X	X		
3.3.2.2 Process	• Add or update new approved food packages, associate with a participant category, and store in Food Package data store				
3.3.2.3	Determine Food Package Proration Schedule	X			TN prorates by week. FP System will prorate 25, 50, 75, and 100% just for milk and formula.
3.3.2.3 Process	• Select the appropriate food package type				
	• Calculate reductions in the food package				
	• Create or update prorated food package and assign a Food Package Identification Number				
3.3.4	Maintain UPC Database and Food Item Maximum Allowed Amounts				Select TN WIC staff will have the ability to maintain the UPC database.
3.3.4.1	Maintain UPC Database for WIC Authorized Foods	X		X	The WIC MIS will support the UPC database.
3.3.4.1 Process	• Add, update and delete food UPCs and PLUs in the Food UPC/PLU data store				System must allow mass upload of UPC to APL as required by State.
3.3.4.2	Establish Food Item Maximum Allowed Amounts	X		X	
3.3.4.2 Process	• Using price survey or redemption data, calculate food item maximum allowed amount by peer group for each item (or food subcategory)				
	• Update Food UPC/PLU data store				System must allow to set "Maximum Price" for Cat/Subcat/UPCs.
3.4	Food Benefit Issuance				
3.4.2	Issue Benefits via EBT				
3.4.2.1	Establish EBT Account	X		X	
3.4.2.1 Process	• Transmit the Participant Family/Household Identification Number and cardholder/HOH				
	• Receive a response from the EBT system indicating the results of the account set-up				

3.4.2.2	Add Participant(s) to an Account	X		X	
3.4.2.2 Process	<ul style="list-style-type: none"> • Transmit participant data to the EBT system for establishing a new participant record in the EBT • Receive a response from the EBT system indicating the results of adding the participant to the 				
3.4.2.3	Issue Electronic Benefits	X		X	
3.4.2.3 Process	<ul style="list-style-type: none"> • Transmit benefit data (batch or real time) to the EBT system for issuing benefits to the EBT account • Receive a response (batch or real time) from the EBT system indicating the results of the benefit • Update the count of participants for the month and store in the Participation data store for later • Update the estimated food benefit obligation value for the month and store in the Obligation data 				Allow for online benefits to be applied to the EBT account as soon as online nutrition education is completed.
3.4.2.4	Issue EBT Card	X		X	
3.4.2.4 Process	<ul style="list-style-type: none"> • An over-the-counter card is selected from the clinic inventory and the card number is selected, keyed into, or obtained by the system through a card reading device. • The cardholder selects a PIN using a PIN selection device. The PIN is transmitted from the device to the EBT system or smart card depending on technology used. • Transmit the card number and Participant Family/Household Identification Number (and/or optionally Participant Identification Number) to the EBT system for linking the card to the EBT account. • Receive a response (real time or batch) from the EBT system indicating the results of the card issuance process 				Allow for more than one card to be issued to a household. System must send update message to EBT vendor/system when demographic information is updated.
3.4.2.5	Obtain Account Balance	X		X	
3.4.2.5 Process	<ul style="list-style-type: none"> • Send balance inquiry message. • Offline: Read card balance from EBT card. • Online: Transmit a message requesting the current account balance to the EBT system. The message will include Participant Family/Household Identification Number (or, optionally, Participant Identification Number), or other data element to be used in identifying the account from which to retrieve the account balance. • Receive a response from the EBT card or the EBT system containing the account balance data. 				
3.4.2.6	Update EBT Account Information	X		X	
3.4.2.6 Process	<ul style="list-style-type: none"> • Transmit family/household and/or participant data to the EBT system for updating account demographic data in the system • Receive a response from the EBT system indicating the results of updating the account information 				System must send update message to EBT vendor/system when demographic information is updated.
3.4.2.7	Remove Participant(s) from an Account	X		X	
3.4.2.7 Process	<ul style="list-style-type: none"> • Transmit participant data to the EBT system for removing a participant from the EBT account. • Receive a response from the EBT system indicating this action. 				
3.4.2.8	Process Changes to Electronic Benefits (Benefit Adjustments, Voids and Reissuance)	X		X	
3.4.2.8 Process	<ul style="list-style-type: none"> • Transmit benefit data to the EBT system for updating benefits in the EBT account. • Receive a response from the EBT system indicating the results of updating benefits in the EBT account. • This may be implemented by the EBT system as a complete void and reissue of benefits or as an adjustment to existing benefits. Both capabilities may be necessary. 				System will populate message when acknowledgement is received from EBT system.

3.4.2.9	Process Changes to EBT Card (Status Changes/Card Replacements)	X		X	
3.4.2.9 Process	<ul style="list-style-type: none"> For status changes, the system transmits Participant Family/Household Identification Number, Participant Identification Number, or current card number (PAN) (if known) along with the Card Status Change/Replacement Reason Code37 to the EBT system to update the card status and/or hot card list 				
	<ul style="list-style-type: none"> Receive a response from the EBT system indicating the results of the card status change process 				
	<ul style="list-style-type: none"> For card replacements, the new card number (PAN) is entered into the system or obtained by the system through a card reading device. The system transmits the new card number (PAN) and the, reason code, date, and Participant Family/Household Identification Number or Participant Identification Number to the EBT system for linking the card to the EBT account and updating the status of the old card 				
	<ul style="list-style-type: none"> Receive a response from the EBT system indicating the results of the card replacement process 				
3.5	Food Benefit Redemption, Settlement and Reconciliation				
3.5.3	<i>Pay Vendor for Food Benefits Redeemed via EBT</i>				
3.5.3.1	Process Vendor Payment	X		X	
3.5.3.1 Process	<ul style="list-style-type: none"> Retrieve Transaction History Data 				
	<ul style="list-style-type: none"> Calculate vendor credits/State WIC debits 				
	<ul style="list-style-type: none"> Create payment file (i.e., ACH file) 				
	<ul style="list-style-type: none"> Initiate process to perform electronic funds transfer (i.e., ACH credit) for transmission to vendor bank 				
3.5.4	<i>Reconcile EBT Benefits</i>				
3.5.4.1	Retrieve Benefit Issuance File	X		X	
3.5.4.1 Process	<ul style="list-style-type: none"> Retrieve benefit issuance file for all benefits that have Food Item Prescribed First Date to Spend within the specific timeframe that will be reconciled 				
3.5.4.2	Retrieve Transaction History Data /Reconcile Redeemed, Adjusted, Voided, and Expired Benefits with Issuance File	X		X	
3.5.4.2 Process	<ul style="list-style-type: none"> Obtain issued benefit file 				
	<ul style="list-style-type: none"> Obtain transaction history data and identify benefit redemption, expiration, void and adjustment data 				
	<ul style="list-style-type: none"> Compare issued benefits to redeemed, expired, voided and adjusted benefits at the family/household level by category/subcategory 				
	<ul style="list-style-type: none"> Post redemption data back to family/household records 				
	<ul style="list-style-type: none"> Compare total amount paid to vendors with drawdown amount and obligation estimates 				
	<ul style="list-style-type: none"> Display or provide report of reconciliation discrepancies 				
	<ul style="list-style-type: none"> Calculate food item average redemption amounts for all vendors, for all vendors excluding WIC A50 vendors, for only WIC A50 vendors, and by peer group and updated the Food Item data store. 				
3.6	Financial Management				
3.6.1	<i>Manage Grants and Budgets</i>				
3.6.1.1	Track Grants	X			
3.6.1.1 Process	<ul style="list-style-type: none"> Accept user input of grant funding information 				
	<ul style="list-style-type: none"> Adjust the State grant to correspond to Federal fiscal year funding 				
	<ul style="list-style-type: none"> Calculate total available Federal and State funds for all grant types 				
	<ul style="list-style-type: none"> Update Grant data store 				

3.6.1.2	Maintain State Agency Budget Information				
3.6.1.2 Process	<ul style="list-style-type: none"> • Calculate adjusted total available Federal and State funds for Food • Calculate adjusted total available Federal and State funds for NSA • Calculate total NSA budget for local agencies • Calculate total NSA budget for the State agency • Update Grant and NSA Budget data stores 				
3.6.1.3	Maintain Local Agency Budget Information	X			
3.6.1.3 Process	<ul style="list-style-type: none"> • Record budget information for each local agency • Update NSA data store 				Accept scanned images of local agency (metro) monthly billing supporting documentation.
3.6.2	Monitor Program Expenditures				
3.6.2.1	Monitor NSA Expenditures				
3.6.2.1 Process	<ul style="list-style-type: none"> • Calculate actual NSA expenditures from State and local agency expenditure reports • Calculate any unliquidated NSA obligations for upcoming months • Update expenditures to date in the NSA data store • Compare expenditures as a proportion of the budget amounts for each category 				
3.6.2.2	Monitor Food Expenditures	X			
3.6.2.2 Process	<ul style="list-style-type: none"> • Retrieve the estimate of future month food obligations from the Future Obligation By Month data store • For systems issuing benefits via paper, retrieve the estimated food instrument redemption values for the month, and past months that are not closed out. For systems issuing benefits via EBT, retrieve the estimate of gross food obligations for the report month, and past months that are not closed out, from the monthly estimated redemption value of food issued for each household • For each upcoming month, add any estimates for breast pump costs that will be purchased with food funds • Retrieve any vendor collections, participant collections and program income from the Grants data store and subtract the estimated amount the State agency expects to use from the obligation amount • Retrieve estimated rebates from the Rebate data store • Subtract the estimated rebates, from the food obligation balance to get the net obligation (Note: The system should revise net obligations each month as actual outlay data are received) 				
3.6.2.2 Process	<ul style="list-style-type: none"> • For systems issuing benefits via paper, retrieve the total of all redemptions by issue month. For systems issuing benefits via EBT, retrieve actual food outlays from the EBT system • Subtract any vendor or participant collections, other credits, and program income needed to fund food outlays for the month • Add any food expenditures for breast pump costs to the outlays • Retrieve the total value of rebates billed from the Rebate data store and subtract the rebates billed from actual outlays to arrive at the net federal outlays for each issue month 				
3.6.2.3	Perform Financial Modeling				
3.6.2.3 Process	<ul style="list-style-type: none"> • Use projected participation and food cost data to estimate future months obligations • Calculate an estimate of future expenditures under various scenarios using different food cost and/or participation variables • Store future obligations by month in the Future Months Obligation data store 				
3.6.2.4	Manage Cash Flow				
3.6.2.4 Process	<ul style="list-style-type: none"> • Calculate the total cash inflows by adding Federal grants, State grants, manufacturer rebates, program income and vendor/participant collections from the Grants data store • Calculate total cash outflows by adding vendor payments and NSA expenditures from the Outlays and NSA Expenditure data stores • Calculate the current cash balances for NSA and food funds by adding total cash inflows to the previous cash balance for each and subtracting the total cash outflows 				
3.6.3	Process Manufacturer Rebates				
3.6.3.1	Estimate Total Annual Rebates	X			
3.6.3.1 Process	<ul style="list-style-type: none"> • Capture information about Rebate manufacturer • Calculate the number of infants estimated to receive each type and form of infant formula (estimated infant participation less the number of infants receiving non-contract and exempt infant formula and fully breastfed) • Calculate the total number of units expected to be purchased by multiplying the estimated number of infants times an estimated number of units per infant by type and form of infant formula • Calculate the estimated total rebate by multiplying the rebate for each type and form of infant formula by the estimated number of units for each infant formula by type and form • Calculate the total estimated rebate amount from the sum of the rebates for all of the individual infant formula types and form and store in the Rebate data store 				
3.6.3.2	Calculate Rebate and Prepare Invoice	X	X		

3.6.3.2 Process	<ul style="list-style-type: none"> For systems that issue benefits via EBT, retrieve the food item transaction data for infant formula from the rebate data store and multiply the number of units purchased by the rebate rate for each type/form 				
	<ul style="list-style-type: none"> For systems that issue benefits via paper, retrieve redemption data and calculate number of units of each type and form of the rebated items that were redeemed using vendor peer group or shelf prices. The system must estimate the actual number of units of redeemed infant formula, taking into account the number of full versus partial infant formula packages, to ensure that the invoice for rebates is as close as possible to the actual number of units purchased 				
	<ul style="list-style-type: none"> Calculate the rebate for each product form and type by multiplying the rebate rate by the number of units of each type form purchased 				
	<ul style="list-style-type: none"> Prepare rebate invoice for the manufacturer and/or create electronic file with invoice data for submission to rebate manufacturer 				Report should have calculation integrated in reports/system. ~support back dating
3.6.3.3	Monitor Rebate Collections	X			
3.6.3.3 Process	<ul style="list-style-type: none"> As rebate payments are received, enter the amount collected 				
	<ul style="list-style-type: none"> Enter any adjustments made and the reason code and update Rebate data store 				
3.7	Caseload Management				
3.7.1	Capture and Maintain Caseload Data	X			
3.7.1.1	Capture Data on Potentially Eligible Population				
3.7.1.1 Process	<ul style="list-style-type: none"> Add, update, or delete potentially eligible population data Update the Caseload - State Agency and Caseload - Local Agency data stores 				
3.7.1.2	Capture Historical Participation Data				
3.7.1.2 Process	<ul style="list-style-type: none"> Retrieve participation data for each local agency from the Caseload- Local Agency and Participation data stores Update the Caseload- Local Agency data store 				
3.7.2	Allocate Caseload				
3.7.2.1	Determine Maximum State Caseload				
3.7.2.1 Process	<ul style="list-style-type: none"> Adjust monthly State agency caseload with any caseload achievement rate factor Adjust monthly caseload to allow for participation levels fluctuations and/or targeted growth or reduction rates Store maximum State agency caseload level by month in Caseload- State Agency data store 				
3.7.2.2	Prepare Local Agency Caseload Allocation Estimates				
3.7.2.2 Process	<ul style="list-style-type: none"> Retrieve data from the Caseload- State Agency and Caseload- Local Agency data stores Assign caseload to local agencies according to the State caseload allocation formula Provide "what if" analysis capability to demonstrate the impact on caseload allocation by changing the formula and/or data used for calculating State and local caseload allocations 				
3.7.2.3	Record Caseload Allocations				
3.7.2.3 Process	<ul style="list-style-type: none"> Collect and store local agency caseload allocation in Caseload- Local Agency data store Compare sum of local agency caseload allocations to maximum state allocation Update Caseload-Local Agency data store with monthly caseload assignment 				
3.7.3	Monitor Caseload				
3.7.3.1	Track Actual Participation	X	X		
3.7.3.1 Process	<p>The following analyses may be made for each local agency.</p> <ul style="list-style-type: none"> Calculate caseload achievement rate and current rate of change (from previous months) in caseload achievement rate Store in Caseload- Local Agency data store Update Participation data store 				
3.7.3.2	Conduct Caseload Reallocation				
3.7.3.2 Process	<ul style="list-style-type: none"> Monitor participation, food package costs, and expenditure data for significant changes from the original data used to allocate caseload If significant changes occur, input the necessary updated data and recalculate caseload allocations Collect and store local agency caseload allocation in Caseload- Local Agency data store Compare sum of local agency caseload allocations to the State agency total caseload allocation Update Caseload-Local Agency data store with monthly caseload assignment 				
3.8	Operations Management				
3.8.1	Monitor Administrative Operations				
3.8.1.1	Maintain Information on Regions and Clinics	X			

3.8.1.1 Process	• Input data on local agencies and clinics and store in Local Agency and Clinic data stores				TN WIC site numbers are made up of the region/metro number + county number + clinic number. System must have the ability to add/edit/delete Local Agency and Clinic data stores.
	• Save local agency and clinic data				
3.8.1.2	Analyze Regional Operations	X			
3.8.1.2 Process	• Retrieve information on local agency and clinics from the Local Agency and Clinic data stores				
	• Retrieve data from other applicable data stores (e.g., number of participants served from the Participation data store, "no show" data from the Scheduled Appointment data store)				
	• Calculate applicable factors				
	• Prepare analysis report by local agency/clinic of participant to staff type and square foot of space				
3.8.1.3	Support Clinic/Patient Flow Monitoring	X			Contractor must incorporate changes to Clinic/Patient flow as requested by State.
3.8.1.3 Process	• Retrieve data for the specific type of analysis being performed				
	• Calculate appropriate values for the type of analysis being performed				
	• Compare values to Statewide standards, if applicable				
3.8.2	Manage Participant Outreach				
3.8.2.1	Maintain Outreach List for Clinics	X			
3.8.2.1 Process	• Add, update or delete outreach organizations				
	• Store in Outreach data store				
3.8.2.2	Track Outreach Campaign Activities	X			
3.8.2.2 Process	• Retrieve Participant-Source of Info About WIC data from Participant data store				
	• Accept user input of Outreach Campaign Cost				
	• Retrieve data on the number of participants for each local agency involved in the campaign from the Participation data store for the month before and after the outreach campaign				
	• Compute the participation difference between the participation for the month before and after the outreach campaign				
	• Divide the cost by the participant difference to obtain a cost per participant				
3.8.3	Monitor Customer Service				
3.8.3.1	Document and Track WIC Customer Service Calls	X			
3.8.3.1 Process	• Accept input of service requested code into the Customer Service data store or create new customer service record				
	• Assign appropriate call type and enter call information, including disposition if available				
	• Update Customer Service data store				
3.8.3.2	Document Complaints	X			
3.8.3.2 Process	• Input complaint data on participant/vendor/staff member in the Complaint data store in a new complaint record or as an update to an existing complaint record				
	• Link the complaint data to the appropriate record using the participant/vendor/staff member unique identifier				
	• Generate report of complaints for follow-up action				
3.8.3.3	Track Call or Complaint Outcomes	X			
3.8.3.3 Process	• Accept staff input related to call or complaint				
	• Update data in Customer Service or Complaint data store				
3.8.4	Provide Survey Capability				
3.8.4.1	Monitor Participants' Views of WIC Program Services	X			
3.8.4.1 Process	• Design survey instrument and update Survey Questionnaire and Survey Question data stores				
	• Accept user entered survey results and update Survey Response data store				
	• Generate analysis of survey responses				
3.8.5	Maintain Inventory				

3.8.5.1	Maintain Inventory of Serialized Items	X			Double electric breast pumps
3.8.5.1 Process	• Input serial numbers when shipments are received by State agency				
	• Input serial numbers or equipment identification numbers for items sent to a local agency				
	• Input local agency code for the local agency receiving the shipment				
	• Update Item Stock-Serialized data store				
3.8.5.2	Maintain Inventory of Non-Serialized Items	X			Support scanning capabilities to track drop-shipments. Allow inventory of special infant formula to be shared between clinics, as one clinic may have special formula needed by a nearby clinic. BF Aids, Manual Breast Pumps
3.8.5.2 Process	• Input number of items when shipments are received by State agency				formula inventory needed
	• Input number of items for items sent to a local agency				
	• Input local agency code for the local agency receiving the shipment				
	• Update Item Stock-Non-Serialized data store				
3.8.6	Monitor Program Integrity				
3.8.6.1	Monitor Participant Integrity	X			
3.8.6.1 Process	• Retrieve data from the appropriate data store				
	• Separate clinics into peer groups according to caseload size to set baseline trend data for differing clinic caseloads				
	• Calculate results (as applicable) and store in the appropriate data store				
	• Monitor reports based on the baseline trend data				
3.8.6.2	Monitor Clinic Integrity	X			
3.8.6.2 Process	• Retrieve data for all local agencies the specific type of analysis being performed.				
	• Calculate data for the clinic abuse indicators for each local agency in the State				
	• Calculate an average for all local agencies				
	• Compare each local agency average to the average with all local agencies				
3.8.6.3	Track Participant Sanctions	X			
3.8.6.3 Process	• Input data on participant violations, sanctions and claims imposed and claims collected along with the corresponding date				
	• Update the Sanction data store				
3.8.6.4	Track Administrative Hearings	X			
3.8.6.4 Process	• Add, update, and delete Administrative Hearings data store				
	• Generate report on Status of Administrative Hearings				
3.9	Vendor Management				
3.9.1	Manage Vendor Peer Groups				
3.9.1.1	Establish Vendor Peer Groups	X			
3.9.1.1 Process	• Establish multiple peer groups in the system and store results in the Vendor Peer Group data store				
3.9.1.2	Update Vendor Peer Group/Criteria	X			
3.9.1.2 Process	• Add or delete peer groups and store results in the Vendor Peer Group store				
	• Update peer group characteristics and store results in the Vendor Peer Group store				
3.9.2	Create and Locate Data Records				Vendor application, authorization, training, monitoring, and communication data must be maintained at both the state and regional level. Access at the regional level to be available to only those staff in the region. Access to the state office application and the regional levels application will be driven by security levels.
3.9.2.1	Create New Applicant Record	X			
3.9.2.1 Process	• Accept user entry of minimum data record data elements				
	• Assign vendor identification number				
	• Maintain record for search, view, and update				
3.9.2.2	Search for Vendor Record	X			
3.9.2.2 Process	• Compare data search criteria with existing database records				
	• Display records that match search criteria				
	• Allow user to access the data record(s) matching search criteria				
3.9.3	Maintain Vendor Authorizations				
3.9.3.1	Maintain Vendor Application Data	X			
3.9.3.1 Process	• Input vendor characteristics data from vendor applications for new and currently authorized vendors and store results in Vendor data store				
	• Assign vendor peer group based on specified peer group criteria				
3.9.3.2	Track Vendor Authorization Process	X			

3.9.3.2 Process	• Input activities scheduled and completed for each vendor and store results in Vendor Authorization Progress data store				
3.9.3.3	Maintain Vendor Price Survey Data	X			System must support Vendor price survey and perform price comparison with other like vendors in the same peer group. Produce reports based on the date entered.
3.9.3.3. Process	• Input vendor prices for each vendor and store results in Vendor Price Survey data store				
3.9.3.4	Authorize Vendors	X	X		
3.9.3.4 Process	• Retrieve history of violations on vendors who are seeking authorization/reauthorization from the Vendor Compliance Activity Store				
	• Retrieve a compliance history on vendors who are seeking authorization/reauthorization from the Sanction data store				
	• Retrieve vendor application data from the Vendor data store				
	• Calculate the food package price for each vendor applicant using the food price survey data collected in the Vendor data store perform price for comparison with peer group maximum allowed amounts				
	• Array vendors by price for each location				
	• Select the required number of vendors for authorization				
	• For competitive bid systems, store the vendors contract price for food as the maximum allowed amount value in the Food/UPC data store				
	• Update vendor authorization status				
3.9.3.5	Maintain Authorized Vendor Data	X	X		System must support Vendor mass-reauthorization.
3.9.3.5 Process	• Update Vendor Authorization Status to authorized				
	• Update Vendor Authorization Start Date and Vendor Authorization Expiration Date				
3.9.4	Monitor Vendor Training				
3.9.4.1	Track Scheduled Vendor Training	X	X		
3.9.4.1 Process	• Input scheduled vendor training dates, locations and vendor, which should attend and record in Education/Training Offer and Event Slot data store				
3.9.4.2	Track Attendance at Vendor Training and Technical Assistance Conducted				
3.9.4.2 Process	• Input vendors' attendance at training sessions or appointments and record in Education/Training Offer and Scheduled Appointment data store				
3.9.5	Support Vendor Communications				
3.9.5.1	Produce Correspondence to Vendors				System should support mailing label function.
3.9.5.1 Process	• Input selection of authorized vendors to receive information or correspondence				
	• Retrieve name and address information from Vendor data store				
3.9.6	Perform Confidential High Risk Vendor Analysis				
3.9.6.1	Determine Vendor Peer Group (High Risk Analysis)	X	X		
3.9.6.3	Determine High Risk Vendors (EBT Environment)	X	X	X	
3.9.7	Track Compliance Investigations				
3.9.7.1	Maintain Special Investigator Record for Compliance Buys	X			
3.9.7.1 Process	• Add or update a participant record for the investigation the Participant data store to enable the issuance of food benefits				Access to the special investigator record for compliance buys is to be limited by assigned security roles and responsibilities. The Program's investigators work out of the state central office but do not require access to other areas of the vendor management module.
3.9.7.2	Maintain Food Benefit Redemption Data from Compliance Buys	X			
3.9.7.2 Process	• Retrieve the food benefit redemption data for the vendor under investigation using the investigator's Participant Identification Number				
3.9.7.3	Maintain Compliance Buy Data	X	X		
3.9.7.3 Process	• Input data about the compliance activity and record in Vendor Compliance Activity data store				
	• Provide correspondence to vendors regarding investigations as required by federal guidance				
3.9.7.4	Support Inventory Audits	X			
3.9.7.4 Process	• For each supplemental food item (e.g., gallon of milk), compare the total amount of that item the vendor purchased for sale in its store to the total amount of redemptions for that item				
	• Flag any food items for which the vendor had redemptions that exceeded the store's documented inventory and store in Monitoring Activity data store				
3.9.8	Track Routine Monitoring				
3.9.8.1	Maintain Routine Monitoring Data	X	X		
3.9.8.1 Process	• Input data about the compliance activity and record in Vendor Monitoring Activity data store				

3.9.9	Monitor Sanctions and Appeals				
3.9.9.1	Manage Vendor Sanctions	X			
3.9.9.1 Process	• Input the violation code for each vendor that commits a violation				
	• Assign a corresponding sanction for the particular violation				
	• Calculate the number of points for each vendor violation				
	• Determine sanction type and dollar amount of CMP, if CMP is assessed				
	• Prepare notice to vendor of sanction imposed, including the name of the vendor, address, identification number, the type of violation(s), and the length of disqualification or the length of the disqualification corresponding to the violation for which the civil money penalty was assessed, the procedures to follow to obtain a full administrative review, and the effective date of the action.				
	• When a vendor is disqualified due in whole or in part to violations subject to mandatory sanctions, such notification must include the following statement: "This disqualification from WIC may result in disqualification from the Food Stamp Program. Such disqualification is not subject to administrative or judicial review under the Food Stamp Program."				
	• Update Sanction data store				
3.9.9.2	Monitor and Track CMP Payments	X			
3.9.9.2 Process	• Maintain CMP account receivable data and store in Grants data store				
	• Create installment plans for vendor payment				
	• Track vendor payments				
	• Update Sanction data store				
3.9.9.3	Maintain Vendor Appeal Data	X			
3.9.9.3 Process	• Input data on vendor sanctions initiated in the Sanctions data store				
	• Update data on vendor sanctions that are resolved in the Sanctions data store				
3.9.10	Coordinate with Food Stamp Program				
3.9.10.1	Maintain Food Stamp Program Violation Data	X			
3.9.10.1 Process	• Search the list of authorized WIC vendors by FSP identification number				
	• List vendors with matches				
3.9.10.2	Report WIC Sanctions to the Food Stamp Program	X			
3.9.10.2 Process	• Produce a notice of the mandatory WIC sanction including the required vendor information				
3.1	Scheduling				
3.10.1	Maintain Master Calendar				
3.10.1.1	Maintain Master Calendar	X			
3.10.1.1 Process	• Accept user input specific parameters				
	• Generate calendar with available characteristics and slots based on these parameters				
	• Assign needed resources from the available resource list and remove the resource from the list for that slot				
	• Update the Master Calendar and Event Slot data stores				
3.10.2	Manage Appointments				
3.10.2.1	Perform Appointment Scheduling	X			
3.10.2.1 Process	• Accept user entered appointment preferences and store in Event Preference data store				
	• Check for appointment availability at particular time and date that meet preference parameters and present viable options or allow staff members to search the available schedule				
	• Collect and store daily appointment schedule data and applicant appointment data in the Scheduled Appointment data store				
	• Decrement the Appointment Maximum Available Slots (the maximum number of slots available for a particular day and time or for a particular class) each time a new appointment is made				
3.10.2.2	Perform Mass Rescheduling	X			
3.10.2.2 Process	• Retrieve appointment schedule for the selected day, time, or event				
	• Update Scheduled Appointment Outcome Code to indicate the appointment or event is rescheduled				
	• Update Scheduled Appointment Date and Scheduled Appointment Time with new appointment information in the Scheduled Appointment data store				
3.10.2.3	Track Appointment Outcomes	X			
3.10.2.3 Process	• Access appointment for individual, family/household, or group				
	• Update appointment outcome				
3.10.3	Generate Appointment Notices				
3.10.3.1	Generate Appointment Notices	X			Generate upcoming appointment reminders via email and/or text. must support WIC mobile app interface.
3.10.3.1 Process	• Accept user request to generate an appointment notice				
	• Retrieve data from the Scheduled Appointment and Participant data stores				
	• Create appointment and reschedule notices				

	System Wide Requirements				
	<i>Open System Architecture</i>	X			
	System must be built employing open system architecture				
	<i>Design Flexibility</i>	X			
	Configuration must be table driven with an associated audit				
	System parameters must be configurable				
	Search capability to locate records such as but not limited to participants and vendors				
	Be adequately flexible to keep up with ever changing technology and WIC regulations				
	Be adequately flexible by enable/disable switches for specific functionality				
	<i>Legacy System Data Conversion</i>	X			
	All relevant WIC data in the existing WIC system must be converted to the new system to prevent having to re-enter all data.				
	All data conversion must be supported by automated conversion processes that address referential integrity, handle and correct common data anomalies, data cleansing in an automated fashion when possible, and handling of new data elements including population of null values when necessary.				
	The system will report data conversion errors.				
	<i>User Interface</i>	X			
	Provide a graphical user interface				
	All screens require names for identification purposes				
	Allow user to print screens in a printer friendly format				
	Context sensitive help for all screens, processes and fields is required. (e.g., Windows style - menu bar and "right click" pop-up selection items). The system must supply on-line context sensitive help for all screens and processes and the ability to print Help instructions in a printer friendly format				
	Automatically retrieve data from appropriate sources and populate applicable data fields. For example, if mailing and physical address are the same, auto-populate one field based on the other.				
	Carry forward data from appropriate fields and populate applicable data fields				
	Edit data against existing data to identify and flag potential conflicts or errors in data and accept correction				
	Facilitate data entry using standard accepted practices deployed in Web applications, as applicable. For example, list boxes for all code fields, entry of a letter to take user to desired appropriate selections, type ahead options, etc				
	Provide field level on-screen edits (e.g., valid ethnic, migrant and other codes, within reasonable range) with configurable user-friendly error messages				
	Have clear and/or cancel functionality on all data entry screens				
	Provide the ability to navigate from field-to-field or screen-to-screen using multiple methods of navigation rather than having to follow a prescribed order. The system must provide a navigation bar or other advanced navigation method				
	Inactive fields are disabled until required fields are filled in or calculated, when necessary				
	Cursor must automatically advance to the next logical input field when the maximum allowed numbers of characters have been entered for the keyed field after data validation has occurred				
	Selections from drop-down boxes must automatically take you to the next field. If the user types it in, the user tabs or hits enter to the next field.				

	Electronic Signatures	X		Assure Electronic Signature pads are compatible with State's requirement.
	Provide electronic signature capacity and store the signature in the proper record for all transactions and activities requiring a signature (e.g., Rights and Responsibilities, food benefit issuance, privacy release, CPA for certification, income verification)			
	System must accept an X as a signature and allow for one signature as witness			
	Automatic English/Metric Conversion	X		
	Automatically convert user entries in English or metric to their respective equivalent and display both values, as applicable			
	Scanning Capability	X		Ability to delete the scanned document before midnight of the same day.
	Accept scanned documents			
	Accept scanned document and convert to data as appropriate			
	Accept data from bar scans and populate data as appropriate			
	Note Pad	X		
	Provide a notes/memo pad feature with the ability to sort by type of note and sort by date of note			
	Provide spell check capabilities including a spell check for medical terms, list of pre-defined WIC terms, and an on-line connection to a drug nutrient interaction database (i.e. PDR) for all free-form text with the ability to add words to a dictionary			
	Audit Trail	X		System must be able to Generate the report to show audit trail. I.e: Security changes for user record, UI changes etc.
	Provide an audit trail for all system transactions to include details of user, changes, date and time			
	Provide an audit trail for all configuration changes to include state-maintained tables			
	Dashboard	X		Dashboards include but not limited to Log in screen, Announcements, Applications selections and change password. System must be able to allow user to reset the password.
	Provide a dashboard feature. The dashboard will monitor participant flow beginning with participant/applicant check-in at the clinic with status change captured as participant/applicant records are accessed (i.e. opened or closed) within specified modules in the system based on State-defined parameters (i.e. eligibility, anthropometrics, nutrition counseling, and food instrument issuance).			
	Dashboard must be able to associate clinic sites to a particular region			
	Dashboard must provide multiple views, to allow agencies to view their individual clinic sites for the State office to view individual regions, and clinic sites of all regions			
	Periodically update the dashboard based on State-defined criteria (e.g., 60 second interval).			
	Security	X		
	The system is required to have multi-level system access security and functional level security, such as ensuring that only the CPA can assign risk codes and food packages, or only authorized staff can print checks.			
	The system must track unusual or out of normal system operations usage or user access.			System must meet State's Requirements. (i.e: TN Security Requirement, Hosting requirements etc.)
	System communications must be protected by at least 128-bit encryption.			
	Web communications must be supported by public key/private key encryption SSL (Secure Socket Layer) Certificates			
	The system must include a disaster plan and provide contingency plans for the production and distribution of food benefits in the event of a disaster.			
	Information in the system must be automatically backed up daily at all locations where system data is stored.			
	Each clinic and region will only have access to data pertaining to its caseload. Clinics should be able to view participant data within the state's central database at state defined levels of access based on user security privileges.			
	Maintain the privacy and participant consent requirements of the WIC participants, at the time of system design			

	<i>Interface Requirements</i>	X			
	System must produce for electronic export to the Center for Disease Control and Prevention (CDCP), the required and optional data elements in the form needed to participate in both the prenatal and pediatric nutrition surveillance programs, as required at the time of system design				
	System must produce and provide to USDA data with the required and optional data elements, as required at the time of system design, in the required format.				
	System must produce the USDA's requirements for annual reporting of vendor management results for electronic export, a.k.a. The Integrity Profile (TIP), as required at the time of system design.				System must meet all Feds required templates.
	System must interface with the financial institutions that have responsibility for making payments to authorized vendors based on food benefits redeemed. The requirement includes the functional ability for transferring issuance records to a bank and receipt of payment records from the bank in electronic form compatible with UCC and ISO standards.				
	System must provide an output file for sharing with bordering tribal agencies and geographic states for each state to detect potential dual participants.				
	System must interface with the Electronic Health Record System in order to deliver a comprehensive, seamless, fully integrated automated health information system that will support the current and future automation needs of the TN Department of Health				
	System must interface with the EBT processor for payment and reconciliation				
	System must interface with the EBT host to track card set up, card blocks, card locks, hot cards, issuance data and voids as well as other EBT functionality				
	System must interface with the National UPC database to compare items and capture any new food items approved for national usage by FNS				
	System must interface with the online nutrition education tool to capture nutrition education provided.				
	System must provide communications interface with word processing software for individual form letters printing and group mail merge process.				
	<i>System Performance</i>	X			
	Provide optimum response times to all system queries and actions under normal operating situations				
	Specific response time standards will be based on the type of telecommunication capability of each site (e.g., dial-up, cable modem, T1, etc).				
	System will be developed using code optimization and database tuning (related to system response time).				
	Performance of the application will be measured at the server				
	<i>System Capacity</i>	X			
	The system and its databases must support existing clinic caseloads (active, eligible and applicants), future caseload increases and additional clinics as needed				System must allow modifications to current or future clinic caseloads (active, eligible and applicants), future caseload increases, and clinics as needed
	The system must be a centralized, Web-based application for all installations (State agency, region and clinics) with sufficient bandwidth to support system operations				
	Telecommunications and architecture employed in each of these instances must not adversely affect or cause significant variance in system operation, appearance, or navigation. When suitable bandwidth becomes available, it must support off-line sites				
	<i>Edits and Calculations</i>	X			
	Validation checks on edits should include relational or cross-field edits such as participant number and participant name. Table validations such as ethnicity codes must also be included. All edits must be done on the front-end, invalid entries must be immediately identified to the user rather than being posted to the database.				
	All calculated data must be accurate and all calculations must be specified in detail in the system documentation. Any rounding of numbers or similar adjustment must be explicitly stated.				
	<i>Data Integrity</i>	X			
	The integrity of the data must be protected and ensured across all system installations inclusive of portable clinic use. Data must be accurate and timely. All data must be consolidated in the central system and synchronized with any stand alone or portable sites on a daily basis.				
	Processing efficiency is a key design parameter. The tables must be efficiently designed and the system must make efficient use of indexes. The design must minimize redundant data populating the data base.				

	System Availability	X			
	The system will be available for use 24 hours a day, 7 days a week, 52 weeks a year outside normal operation windows such as maintenance and upgrades to the system				
	The system must include time locks to prevent the printing of food benefits before or after clinic hours. (Authorized users should be able to override the time lock when necessary.)				
	When central system processing is required that precludes user access, the system administrator must be able to set up a kill signal to indicate the user has so many seconds to save and log off the system. At that point, the system will automatically log off all users and run the process.				
	The system will perform scheduled end of day processing/replication (as necessary) after the normal working hours of the clinics				
3.11	System Administration				
3.11.1	Maintain System Data Tables	X			
3.11.1.1	Maintain System Code Table Data				
3.11.2	Administer System Security	X			
3.11.2.1	Locate User Record				
3.11.2.2	Maintain User Identification				
3.11.2.3	Maintain User Capabilities				
3.11.2.4	Monitor Unauthorized Access				
3.11.2.5	Monitor Record Updates				
3.11.3	Manage System	X			
3.11.3.1	Perform System Back-Up/Restoration				
3.11.3.2	Import/Export Data Files				
3.11.3.3	Provide Version Control				
3.11.4	Archive System Data	X			
3.11.4.1	Archive and Restore Historical Data				
3.11.4.2	Purge Unnecessary Data				
3.12	Reports	X			Refer to exhibit 3 for the reports that must be available.
	All reports must be generated at one of five levels - State, Region, Local Agency, County and Clinic or a combination of more than one level. Reports must have capability to be produced for one or multiple organizations within the level being reported by a specific date, calendar				
	Users will have the ability to produce all outputs to view on screen and/or save to a file as well as print capability.				
	The system must provide the ability to build reports and save report templates. These reports need filtering capabilities and must be seamless to the user. A Commercial-off-the-Shelf software (COTS) application will be selected for this purpose.				
3.12.3	The system must support data warehouse.				Vendor must provide access to Datawarehouse where designated TN users will be able to run ad hoc reports and generate output files in the formats that were mutually agreed upon.
	EBT Requirements				
E.3.2	Account Maintenance				
E.3.2.1	Establish EBT Account			X	Same as MIS requirement 3.4.2.1
E.3.2.2	Update EBT Account Information (Household Demographics)			X	Same as MIS requirement 3.4.2.6
E.3.2.3	Add or remove a participant from EBT account			X	Same as MIS requirement 3.4.2.2 and 3.4.2.7
E.3.2.4	Change status of EBT account			X	Same as MIS requirement 3.4.2.9
E.3.3	Benefit Maintenance				
E.3.3.1	Issue and Update EBT Benefits			X	Same as MIS requirement 3.4.2.3
E.3.3.2	Process changes to available benefit balance - future month			X	Same as MIS requirement 3.4.2.8
E.3.3.3	Process changes to available benefit balance - current month			X	Same as MIS requirement 3.4.2.8
E.3.3.4	Replace food benefits/benefit adjustments			X	Same as MIS requirement 3.4.2.8
E.3.3.5	Balance inquiry			X	Same as MIS requirement 3.4.2.5
E.3.4	Card Management				
E.3.4.1	Issue EBT card			X	Same as MIS requirement 3.4.2.4
E.3.4.2	Establish an alternative cardholder and issue card to alternate cardholder (online only)			X	

E.3.4.3	Replace EBT card			X	Same as MIS requirement 3.4.2.9
E.3.4.4	Maintain card status			X	Same as MIS requirement 3.4.2.9
E.3.4.5	Select and change PIN			X	
E.3.4.6	Track card usage			X	
E.3.4.7	card inventory/automated restocking			X	
E.3.5	Transaction Processing				
E.3.5.1	Process retail balance inquiry transactions			X	
E.3.5.2	Process purchase transactions			X	
E.3.5.3	Capture price			X	
E.3.5.4	Maximum allowed amount/not-to-exceed pricing			X	
E.3.5.5	Exception processing			X	
E.3.6	Settlement				
E.3.6.1	Settlement end points/banking data			X	
E.3.6.2	Process vendor payment			X	Same as MIS requirement 3.5.3.1
E.3.7	Reconciliation				
E.3.7.1	Reconcile payments			X	Same as MIS requirement 3.5.4.2
E.3.7.2	Reconcile food items			X	Same as MIS requirement 3.5.4.2
E.3.7.3	Reconcile issuance			X	Same as MIS requirement 3.5.4.2
E.3.7.4	Reconcile expired benefits			X	Same as MIS requirement 3.5.4.2
E.3.7.5	Reconcile other activities impacting balance			X	
E.8	Vendor Management				
E.3.8.1	Maintain WIC vendor data				
E.3.9	UPC and Not To Exceed Management				
E.3.9.1	Maintain approved product list (APL)/UPC database			X	Same as MIS requirement 3.3.4.1
E.3.9.2	Calculate maximum allowed amounts			X	Same as MIS requirement 3.3.4.2
E.3.9.3	Download Approved Product List (APL) to Grocers			X	
E.3.9.4	National UPC database interface			X	
E.3.9.5	Start up UPC			X	
E.3.10	Reporting				
E.3.10.1	Calculate rebate amounts			X	Same as MIS requirement 3.6.3.2
E.3.10.2	food management/approved product list			X	
E.3.10.3	food cost management			X	
E.3.10.4	card management			X	
E.3.10.5	performance and operating metrics			X	
E.3.10.6	fraud/high risk vendor analysis			X	
E.3.10.7	ad hoc reporting			X	

Exhibit 3: Standard Reports

Exhibit 3: Standard Reports (By Functional Area)

<i>Functional</i>	<i>Report Name</i>	<i>Description</i>	<i>EBT</i>
Certification	Bloodwork Needed	Lists individuals who need a follow-up appointment for a blood test.	
Certification	Disqualified Participants Report	Provides information needed to prevent re-enrollment and for sharing with other WIC agencies during sanction period.	
Certification	How Participant Heard About WIC Local Agency and State Summary	Lists how participants found out about the WIC Program. The report is to be used by agency staff to evaluate outreach efforts.	
Certification	Ineligibility Summary Reports for Local Agency and State	Reports applicants deemed ineligible.	
Certification	Migrant Participation Report	Provides the average annual migrant participation (from July to June) for use on the FNS-798 form submitted in July.	
Certification	Nutrition Risk Assessment Needed	Lists individuals who need an appointment for nutrition risk assessment.	
Certification	Outstanding Delayed Blood Work Report	Lists outstanding blood tests for reference by local staff. Staff members can then schedule the required bloodwork or remind the participant to bring in referral data by the specific due date.	
Certification	Participant Local WIC Agency and State Summary Reports	Various participant summary reports at State and local levels.	
Certification	Participant Services Summary Report	Summarizes WIC services provided to a participant.	
Certification	Participant Source of Health Care Report	Reports the providers where the participant receives health/prenatal care.	
Certification	Participant Summary Document	Summarizes case information for a participant for reference by local staff. May include Current or current and historical case information.	
Certification	Participants by County and Municipality Local Agency and State Summary Reports	Lists participants by geographical grouping as specified (i.e. county, state, etc).	
Certification	Pending Applications	Reports the applications that are not yet completed, certified, or determined ineligible.	

Certification	Referrals from WIC to External Agencies Summary Report	Lists all referrals from a WIC agency to any external agency.	
Certification	Referrals from WIC to Outside Agencies Local Agency and State	Lists referrals of WIC participants to specific outside agencies.	
Certification	Subsequent Certifications Due Summary Report	Reports participants in need of next certification visit.	
Certification	Termination Report	Reports all participants terminated from the program or found ineligible.	
Certification	Waiting List Local Agency Report and State Summary Reports	Reports the number of applicants on the waiting list and their priorities.	
Certification	WIC Priority Participation Report	Provides monthly participation by priority level. Categories include pregnant women, breastfeeding women, postpartum women, infants, and children. This information is part of the Minimum Data Set for the PC Report.	
Certification	Special Formula/Medical Foods Received	Lists participants who are receiving special formula/medical foods and the reason.	
Certification, Financial Management	WIC Program State Agency Participation and Expenditure Report (FNS-798)	Provides monthly participation data, sorted by category and expenditure data, sorted by food and administration. This report also reflects monthly food and NSA funds and costs, as well as the status of food and NSA grants as State agencies exercise spending options. The closeout FNS-798 records the final status of the State agency's WIC grant and costs for the report year.	
Nutrition Education, Health	Aggregate Health and Social Service Program Referrals Report	Displays frequency of referrals made and outcomes and referrals from other programs.	
Nutrition Education, Health	High Risk Participants Report	Lists high risk participants and should include high risk indicators to aid in follow up.	
Nutrition Education, Health	Participant Care Plan	This report is a plan that maintains the progress toward attaining nutrition and health goals over time. It tracks various aspects of a participant's case history including nutrition education provided and referrals to other programs.	

Exhibit 3: Standard Reports (By Functional Area)

Functional Area	Report Name	Description	EBT
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Nutrition Education, Health Surveillance, & Referrals	Participant Percentile Change Report	Displays participant growth over time in tabular format.	
Nutrition Education, Health Surveillance, & Referrals	Participant Referral Report	Lists participants referred and agency or program to which they were referred.	
Nutrition Education, Health Surveillance, & Referrals	Referrals to/from WIC By Program/Agency Report	Supports the analysis of referral program effectiveness by identifying those external health and social service agencies that refer Participants to WIC or receive referrals from WIC.	
Nutrition Education, Health Surveillance, & Referrals	Voter Registration Report	Reports participants assisted in voter registration.	
Nutrition Education, Health Surveillance, & Referrals	WIC Program Participant Characteristics Minimum and Supplemental Data sets for FNS (PC Report)	Data file for FNS.	
Nutrition Education, Health Surveillance, & Referrals	Report for Centers for Disease Control and Prevention – PedNSS ⁶⁰	Pediatric Nutrition Surveillance Set data file for CDC.	
Nutrition Education, Health Surveillance, & Referrals	Report for Centers for Disease Control and Prevention – PNSS ⁶¹	Pregnancy Nutrition Surveillance Set data file for CDC.	
Food Management	Approved Foods	Lists and describes all foods authorized for use in the State agency's WIC Program. This will include approved infant formulas.	
Food Management	Approved Food Packages	Lists and describes the food packages for each category of participant.	

Exhibit 3: Standard Reports (By Functional Area)

Functional Area	Report Name	Description	EBT
Food Management	Food Category/Subcategory Table	List of all food categories and subcategories.	
Food Management	Food Price List	Lists foods at the Category/Subcategory level and their maximum prices allowed by peer group.	
Food Management	Estimated Food Redemption Values	Provides data at the Category/Subcategory level on the estimated value for each food type by peer group.	
Food Management	List of State Approved Food Instrument Types	Lists all food instrument types.	
Food Management	Estimated Food Instrument and Maximum Values	Provides data on the estimated value for each food instrument type and the maximum value for that food instrument by peer group.	
Food Management	Estimated Redemption Value for Food Instruments Issued	Lists by month of issue, all food instruments issued and their estimated redemption value by peer group. The system should array the data by local agency and total for the State agency.	
Food Management	UPC Database for WIC Authorized Foods	Lists and describes all foods with their UPCs that are authorized for issuance according to the standard category/subcategories. The system should provide a hard copy and electronic file.	
Food Management	Food Item List with Maximum Allowed Amounts	Lists all approved foods maintained in the UPC database and their maximum prices allowed by peer group.	
Food Benefit Issuance	Participants to Date by Local Agency	Lists all participants issued food benefits for the month to date.	
Food Benefit Issuance	Lost And Stolen Food Instruments By Local Agency	Provides a list of food instruments that have been reported as lost or stolen.	
Food Benefit Issuance	Food Instruments Issued (Monthly)	A list of food instruments issued during a month period for use in reconciliation.	
Food Benefit Issuance	Electronic Benefits Issued (Monthly)	A list of benefits via EBT issued during a month period for use in reconciliation.	
Food Benefit Payment, Settlement & Reconciliation	Rebate Report	Lists all redeemed foods that are eligible for a rebate (e.g., infant formula or infant cereal).	

Exhibit 3: Standard Reports (By Functional Area)

Functional Area	Report Name	Description	EBT
Food Benefit Payment, Settlement & Reconciliation	Infant Formula Purchases	Totals the amount and value of all redeemed infant formula food instruments by type and form.	
Food Benefit Payment, Settlement & Reconciliation	Food Instrument Reconciliation Report	Lists the disposition of all food instruments issued and final redeemed value or designation as void – unissued, void-expired, or void-unclaimed.	
Food Benefit Payment, Settlement & Reconciliation	Food Instrument Rejection Reports by Vendor	Provides a listing of specific food instruments that the system has rejected for payment and the reason for each rejection. The report would include all rejections for both pre-payment and/or post-payment screens.	
Food Benefit Payment, Settlement & Reconciliation	Redeemed But Not Issued	Lists all food instruments without an issuance record by local agency for use in locating a certification record for investigation.	
Food Benefit Payment, Settlement & Reconciliation	Redemption Value by Issue Month	Provides the actual redemption value by month of issuance for all food instruments.	
Food Benefit Payment, Settlement & Reconciliation	Summary Food Instrument Redemptions by Vendor	Provides the value of food instrument redemption broken out by vendor.	
Food Benefit Payment, Settlement & Reconciliation	Redemption Value by Issue Month	Provides the outstanding estimated redemption values and actual redemption value by month of issuance for all household food benefits.	
Food Benefit Payment, Settlement & Reconciliation	EBT Reconciliation Report	Lists the issued food benefits (by food category/subcategory) versus the redeemed food benefits (by food category/subcategory) by month.	
Food Benefit Payment, Settlement & Reconciliation	Monthly Food Obligations and Redemption Report	Lists monthly food obligations (by food category/subcategory) versus monthly food redemptions (by food category/subcategory) by local agency.	

Exhibit 3: Standard Reports (By Functional Area)

Functional Area	Report Name	Description	EBT
Financial Management, Certification	WIC Program State Agency Participation and Expenditure Report (FNS-798)	Provides monthly participation data, sorted by category and expenditure data, sorted by food and administration. This report reflects monthly food and NSA funds and costs, as well as the status of food and NSA grants as State agencies exercise spending options. The closeout FNS-798 records the final status of the State agency's WIC grant and costs for the report year.	
Financial Management	Addendum to WIC Financial Management and Participation Report (FNS-798A)	Provides a breakout of total fiscal year NSA expenditures by category— Nutrition Education, Breastfeeding, Client Services and Program Administration.	
Financial Management	WIC Local Agency Directory Report (FNS-648)	Provides the name and address of each local agency funded by the State agency or Indian Tribal Organization.	
Financial Management	Breast Pump Budget and Expenditures	Provides data on each local agency's breast pump expenditures and compare expenditures to their budget.	
Financial Management	Cash Flow	Shows cash inflows and outflows on a daily basis.	
Financial Management	Local Agency NSA Expenditures	Provides data on each local agency's expenditures and compare expenditures to their budget.	
Financial Management	NSA Budget by Local Agency	Provides the local level NSA budgets by function and line item.	
Financial Management	Rebate Status	Provides data on rebate estimates, rebates billed and rebates collected. Rebate billing invoices should include: month/date that the food instrument was issued to the participant, date the food instrument was transacted by the participant, redeemed dollar amount, number of cans listed on the food instrument, WIC food instrument number, and the infant formula type/form.	
Financial Management	State Agency NSA Budget	Provides the State level NSA budget by function and line item.	
Financial Management	Summary of Food Expenditures	Provides data on total obligations and outlays for the year to date.	
Financial Management	Summary of Funds Receipts	Provides data on the receipt and use of program income, vendor and participant collections, and any other funds that increase the grant or reduce expenditures.	
Financial Management	Summary of Grants	Provides data on the Federal (and State if applicable) grants received for the year to date as well as spendforward or backspend funds applied to the grant.	
Caseload Management	Caseload by Local Agency	Shows caseload by local agency.	

Exhibit 3: Standard Reports (By Functional Area)

Functional Area	Report Name	Description	EBT
Caseload Management	Local Agency Caseload Utilization	Shows caseload, participation, and percent of caseload reached. This report could include a graphical component.	
Caseload Management	Local Agency Participation Profile	Shows each local agency's participation characteristics.	
Caseload Management	Monthly State Caseload Target	Shows the caseload target and the assumptions used to arrive at the caseload level.	
Caseload Management	No-Show Report	Shows rates and performance statistics by local agency or clinic for missed appointments.	
Caseload Management	Potential Eligibles Data	Displays the potential eligibles for the State agency and by local agency.	
Operations Management	Clinic/Patient Flow Report	Provides a summary of factors studied in clinic or patient flow analysis.	
Operations Management	Complaints About Participants Report	List of participants for which complaints are filed and nature of complaint.	
Operations Management	Customer Service Calls and Outcomes Report	Provides a log of type of calls received and their disposition. Customer Service reports generated by an ARU can provide the number of calls handled by type (i.e., by provider, Participant, and vendor), average time to handle call, reason for call, number of automated versus operator assisted calls, and time to answer calls.	
Operations Management	Dual Enrollment/Dual Participation Report	Lists matches of demographic information (i.e. name, address, sex, start/end dates of certification) that could potentially show dual enrollment or dual participation.	
Operations Management	Inventory Status Report-Non-Serialized Item Stock	Provides the status of non-serialized items in storage and shipped to local agencies.	
Operations Management	Inventory Status Report- Serialized Item Stock	Provides status of serialized items in storage and shipped to local agencies.	
Operations Management	Local Agency Food Instrument Inventory Status	Provides data on the food instrument serial numbers assigned to each local agency. It would also identify the status of each food instrument as unissued, redeemed, or void.	

Exhibit 3: Standard Reports (By Functional Area)

Functional Area	Report Name	Description	EBT
Operations Management	Local Agency Card Inventory Status	Provides data on the card serial numbers assigned to each local agency. It would also identify the status of each card as unissued or void.	
Operations Management	Local Agency/Clinic Participant To Staff/Facility Statistics Report	Provides an analysis of ratio of local agency/clinic participant to staff type and square foot of space to enable State and local agencies to monitor and assess the workload of the Local Agency.	
Operations Management	Local Agency/Clinic Profile Data Report	Provides a snapshot of local agency or clinic operations for review by State agency or preparation for site visitation. Profile will include information that reflects the size, capacity, productivity, and operating costs of the local agency or clinic.	
Operations Management	NSA Cost Per Participant By Local Agency/Clinic Report	Provides a summary comparison of the NSA cost per participant among local agencies.	
Operations Management	Outreach Organizations Report	Enables local agencies to review outreach organization information and provide mailing labels in order to increase participation levels when additional caseload is assigned by the State agency.	
Operations Management	Participant Hearing Status Report	Provides a summary of participant hearings status.	
Operations Management	Participants Shopping Outside Their Neighborhoods Report	Lists participants that are shopping at vendors outside the normal geographic boundary of their addresses.	
Operations Management	Participant Violations, Sanctions, and Claims Report	Provides reports on participant violations, sanction imposed and any claims collected.	
Operations Management	Potential Clinic Abuse Indicators Report	Provides data on patterns that may indicate clinic abuse.	
Operations Management	Potential Participant Dual Participation Matches Report	Lists participants that may be participating in another local agency within the State or in other State agencies or CSFP.	
Vendor Management	Compliance Summary Report	Lists the vendors scheduled for compliance buys with data on the vendor's name, address, history of past violations, high risk indicators, past routine monitoring visits and date planned investigation and assigned investigator.	

Exhibit 3: Standard Reports (By Functional Area)

Functional Area	Report Name	Description	EBT
Vendor Management	List of Authorized Vendors By Identification Number	Lists all vendors authorized by the program with key information (e.g. name, address, type, date authorized, etc.).	
Vendor Management	List of Authorized Vendors By Peer Group	Lists all vendors authorized by the program with key information (e.g. name, address, type, date authorized, etc.) grouped by peer group.	
Vendor Management	List of WIC A50 Vendors	List of all vendors will WIC sales equal to or in excess of 50 percent of their food sales.	
Vendor Management	Average Food Instrument Redemption Values Excluding WIC A50 Vendors	Provides data on the average redemption value of food instruments for all authorized vendors excluding WIC A50 vendors.	
Vendor Management	Average Food Instrument Redemption Values WIC A50 Vendors Only	Provides data on the average redemption value of food instruments for all authorized WIC A50 vendors.	
Vendor Management	Average Food Instrument Redemption Values Comparison of WIC A50 Vendors to the All Vendor Average Excluding the WIC A50 Vendors	Provides data on the average redemption value of food instruments for all authorized vendors excluding WIC A50 vendors compared to all authorized WIC A50 vendors.	
Vendor Management	Average Food Item Redemption Values Excluding WIC A50 Vendors	Provides data on the average redemption value of UPCs for all authorized vendors excluding WIC A50 vendors.	
Vendor Management	Average Food Item Redemption Values WIC A50 Vendors Only	Provides data on the average redemption value of UPCs for all authorized WIC A50 vendors.	
Vendor Management	Average Food Item Redemption Values Comparison of WIC A50 Vendors to the All Vendor Average Excluding the WIC A50 Vendors	Provides data on the average redemption value of food items for all authorized vendors excluding WIC A50 vendors compared to all authorized WIC A50 vendors.	
Vendor Management	Listing of WIC/Food Stamp Program Dual Disqualification Report	Lists all vendors that FSP has disqualified and sent to WIC and the action taken by WIC. It would also list the vendors WIC disqualified and sent to FSP.	
Vendor Management	High Risk Vendors and Their Risk Scores Report	Lists all vendors designated as high risk, the reason for high risk identification, their respective risk scores and the factors that support the risk scores. The report should array the vendors by location to facilitate the scheduling of compliance investigations.	

Exhibit 3: Standard Reports (By Functional Area)

Functional Area	Report Name	Description	EBT
Vendor Management	Routine Monitoring Schedule Report	Lists the vendors scheduled for monitoring visits with data on the vendor's name, address, history of past violations, high risk indicators, past routine monitoring visits and date planned for the visit.	
Vendor Management	Summary of CMPs Due and Paid to Date	Tracks all vendors that were issued CMPs, the date of the CMP, the reason for the CMP in lieu of another sanction, and the amount collected from the vendor.	
Vendor Management	The Integrity Profile (TIP) Report	Provides required data for annual TIP report. FNS requires that all State agencies submit an annual TIP report, which provides vendor characteristics, training, compliance activities, and sanctions.	
Vendor Management	Vendor Applications Report	Lists all vendors that have applied for and are under consideration for WIC authorization. This report would display the basic vendor characteristics provided on the vendor application.	
Vendor Management, Scheduling	Vendor Attendance at Training Sessions	Provides a listing of vendor training activities and the vendors that attended as well as those that did not and need to reschedule training.	
Vendor Management	Vendor Authorizations Actions Scheduled and Completed	Outlines the steps needed to complete vendor authorization and whether each step has been completed for each applicant vendor.	
Vendor Management	Vendor Complaint Log	Logs all complaints received about vendors, date received, complainant information and action taken.	
Vendor Management	Vendor Compliance History	Consolidates all education, monitoring, and compliance activities for each vendor.	
Vendor Management	Vendor Sales Analysis Report	Summarizes the data from a record audit. It would list the foods audited, the vendor food purchase invoices for those foods, and the total WIC redemptions for those foods.	
Vendor Management	Vendor Sanction and Appeal Summary Report	Lists all vendors that the State agency has sanctioned and the vendor has appealed. It would have the date of appeal, status of appeal, hearing date, and outcome of the hearing.	
Vendor Management	Vendor Sanction Summary Report	Lists all vendors with sanctions and describe the violation, the sanction imposed (warning, disqualification, CMP) and date the vendor was advised of the sanction.	

Exhibit 3: Standard Reports (By Functional Area)

Functional Area	Report Name	Description	EBT
Vendor Management	Vendor Selection Assessment	Lists all applicant vendors and the selection factors used to determine authorization, including shelf/bid prices of supplemental foods.	
Vendor Management, Scheduling	Vendor Training Schedule	Provides a calendar of upcoming vendor training activities and the vendors scheduled to attend.	
Vendor Management	Vendors By Peer Groups	Lists all vendors according to their peer group assignment.	
Scheduling	Appointment Listing by Date Report	Lists appointments scheduled for a certain date for use by local staff in managing resources.	
Scheduling	Appointments Kept vs. Missed Summary Report	Tracks incidences of missed appointments.	
Scheduling	Appointment Schedule	Although appointment scheduling is anticipated to be performed online, there may be some instances in which a report of available appointments would be helpful. This report is used to display the appointment schedule for a particular day to aid WIC staff in confirming the availability of a requested appointment slot. Could be provided by appointment type or other parameters.	
Scheduling	Clinic Calendar Report	Provides a report or the clinic calendar, showing appointments, availability, and staff commitment.	
Scheduling	Individual/Family Appointment Schedule	Provides a listing of appointments by person (applicant/participant) or family. This report can be used to aid WIC staff in confirming the person's appointment schedule. By printing out the participant's appointment schedule, the WIC staff can give the participant a hard copy to take home as a reminder.	
Scheduling	Missed Appointments- Pregnant	Reports pregnant women who miss their first certification appointment. Should include contact information so that staff can try to reschedule/make contact.	
Scheduling	Missed Appointment Report	Lists the participants who missed an appointment and can be used for follow-up. Can be individual or aggregate.	
Scheduling	Nutrition Education Class Attendance Report	Reports attendance at specific nutrition education class.	

Exhibit 3: Standard Reports (By Functional Area)

Functional Area	Report Name	Description	EBT
Scheduling	Nutrition Education Class Report	Reports information about a specific class, related to certification period and as a percent of caseload, by group or individual contacts. Provides detail and summary information.	
Scheduling	Upcoming Appointments Report	Lists upcoming clinic appointments for use by WIC staff in order to schedule resources appropriately.	
Scheduling	Upcoming High Risk Appointments Report	Lists upcoming high risk appointments for the use of WIC staff in order to schedule resources appropriately.	
System Administration	Authorized User Report	Provides a list of all authorized users at a specified site to assist the system administrator.	
System Administration	Code Table Change Report	Allows users to identify when changes have been made to the content of data tables and who has made these changes.	
System Administration	Code Table Report	Allows users to verify the current content of data tables to be used in preparing inputs to the system and in reading output reports. The Code Table Report is generally requested by the System Administrator as needed to verify code table updates.	
System Administration	Communications Exception Report	Provides detailed information about transactions that were not completed satisfactorily. It can identify sources of transmission errors or patterns of transmission problems.	
System Administration	Modified Data Element Report	Provides detailed audit information about changes to the system data. It can be used to report information to identify any fraudulent patterns of system usage by entering a particular location, period of time, or user to show types of changes made.	
System Administration	New User ID Report	Confirms the establishment of new users in the system and provides the new ID and temporary password to that user.	
System Administration	System Access Log Listing Report	Lists who has logged into the system during a specified period.	

System Administration	System Back-up/Restoration Report	Provides detailed information about files that were backed-up or restored at a local clinic.	
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<i>Exhibit 3: Standard Reports (By Functional Area)</i>			
<i>Functional Area</i>	<i>Report Name</i>	<i>Description</i>	<i>EBT</i>
System Administration	Transaction Processing Report	Provides detailed information about batch transmissions sent to the host. It shows the last upload by terminal, number of transactions in a batch, and counts of transactions by type. This would be applicable if there is a disconnected component to the online system.	
System Administration	Unauthorized Access Report	Provides detailed information about attempts to gain access to the system (invalid entry of PIN/password) or to specific functions for which a user is not authorized. It is used by State or local agencies to verify a specific user's unauthorized access and help detects user fraud.	
System Administration	User Profile Report	Provides a listing of the functional capabilities for a user in the system. It is used on demand by State and local agencies to verify user privileges.	