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This Information Processing Systems Agreement hereinafter referred to as the "Agreement" or "Contract" is made by and between the **STATE OF CONNECTICUT**, hereinafter referred to as the "State, acting by its **Department of Administrative Services** hereinafter referred to as "DAS", " located at **165 Capitol Avenue, Hartford, CT 06106**, and **DELOITTE CONSULTING LLP** hereinafter referred to as the "Contractor" having a place of business at **200 Berkeley Street, Boston, MA 02116**.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, Contractor and the State agree as follows:

1. TERM OF AGREEMENT

This Agreement shall become effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut and shall continue for a period of seven years, from date of approval. The State may extend this Agreement prior to Termination at mutually agreeable pricing and terms in accordance with the provisions of Section 30. TERMINATION OF AGREEMENT, one or more times for a combined total period not to exceed three years beyond the original seven year term.

2. DEFINITIONS

a) "Acceptance Date" shall mean completion of the User Acceptance Test (UAT) Signoff Deliverable (as hereinafter defined) within the SDM methodology including signoff approval by the Project Administrator.

b) "Affiliate" shall mean any entity that controls, is controlled by, or is under common control with, another entity. The term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

c) Alteration: The modification, changing, refashioning, remodeling, remaking, revising or reworking of any part of the System or Deliverable.

c) "Claims" shall mean all actions, suits, claims, and proceedings of any kind, open, pending, at law or in equity in any form.

d) "Connecticut System Development Methodology (SDM)" shall mean the State of Connecticut's standard methodology for defining requirements, designing, constructing and implementing IT systems.

e) "Contractor Parties" shall mean a Contractor's members, directors, officers, partners, managers, principal officers, representatives, agents, consultants, employees or any one of them, or any other person or entity with whom the Contractor is in privity of written contract, in each case, which the Contractor engages to Perform services under the Agreement in any capacity.

f) "Deliverable" shall mean any product, whether software, hardware, documentation, license, information, or otherwise, or any service, whether produced by the Contractor or by a third party as a supplier or subcontractor to the Contractor which, in each case, is created for delivery to the State as a result of the Agreement.

g) "Department" shall mean the Department of Social Services.

h) "Detailed Design Document" shall mean the document that fully describes the business processes and functionality of the application.

h) "Force Majeure" shall mean events that materially affect the cost of the Deliverables or services hereunder or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including but not limited to, labor troubles unrelated to Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, acts of terrorism, extraordinary weather conditions, disasters, riots, acts of God, insurrection of war.

i) "Implementation Phase" shall mean the sixth phase of Connecticut's System Development Methodology, in which the system or system modifications are installed and made operational in the production environment.

j) "Improvements" as used herein, shall mean Contractor changes made to Deliverables from time to time either to provide additional functions for Department use (provided that the parties mutually agree in writing to provide additional functions) or to correct errors and other Performance Deficiencies in the Deliverables noted by the Department and reported to the Contractor.

k) "Licensed Software" as used herein, shall mean computer program(s) acquired from Contractor under this Agreement where the Department acquires the right to use the product but does NOT acquire the licensor's (1) title to the product nor, (2) liability for payment of any tax levied upon the product, nor (3) liability for payment of any liability/casualty premium for the product.

l) "MCSD Application" means the application described under the definition of "System" in subsection (aa) below.

m) "Performance" shall mean the Contractor shall perform the services hereunder and deliver the Deliverables as set forth in the Statement of Work. For purposes of this Agreement to perform and the performance of the services in the Statement of Work is referred to as "Perform" and the "Performance."

n) "Personal Information" shall mean any confidential information as defined in Section 15 of the Contract about a person, that includes such person's first name and last name, or first initial and last name, in combination with any one or more of the following related to such client: (a) Social Security Number; (b) driver's license number or State-issued identification card number; (c) date of birth; and (d) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a client's financial account. Without limiting the foregoing and subject to Section 15of the Contract, Personal Information shall also include any information regarding clients that the Department classifies after the effective date of the Contract in writing as "confidential" or "restricted." Personal Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public and as set forth in Section 15 (a) of the Contract.

o) "Personal Information Breach" shall mean an instance where an unauthorized person or entity accesses Personal Information in any manner, which may include but be not limited to the following occurrences: (1) any Personal Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Personal Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Personal Information together with the confidential process or key that is capable of compromising the integrity of the Personal Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

p) "POP" (Primary Operation Period) shall mean the days and hours of normal system operations and availability, which is to be 18 hours per day, 7 days a week.

q) "PPM" (Prime Period Maintenance) shall mean maintenance services or technical support or both performed between 12 AM and 6 AM Monday through Friday, exclusive of published State holidays. Maintenance services and/or technical support performed during any other time is hereinafter referred to as "Non-PPM" (Non-Prime Period Maintenance).

r) "Product Schedule" which is attached to and made part of this Agreement as part of Exhibit 1, shall mean that document which establishes the component or unit pricing, and price schedules and terms, as applicable, for the services and Deliverables available pursuant to this Agreement.

s) "Project Implementation Schedule" which is attached to and made part of this Agreement as part of Exhibit 1, shall mean that document which itemizes phases, tasks, Deliverables and date of completion including where Department signoffs are to be taken.

t) "Project Implementation Document" which is attached to and made part of this Agreement as Exhibit 1, shall mean that document which sets forth the services and Deliverables that are available pursuant to this Agreement.

u) "Purchase Order" shall mean a document issued by the Department for one or more products or Deliverables in accordance with the terms and conditions of this Agreement.

v) "Records" shall mean all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, Specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

w) "Site" shall mean a location of a computer system or systems consisting of one processing unit (PU) or multiple interconnected processing units.

x) "Software Release" shall mean each release of MCSD Application. There are seven Software Releases contemplated by the SOW, referred to as R1-R7 in Project Implementation Schedule.

y) "Specifications" shall mean the technical and non-technical detailed descriptions of a Deliverable's capabilities, intended use, or both, and any specific and corresponding Site requirements, and any other functional specifications, in each case as set forth in the Detailed Design Document referred to in the Project Implementation Document.

z) "Statement of Work" or "SOW" as used herein, shall mean, collectively, the Product Schedule, Project Implementation Schedule and Project Implementation Document set forth in Exhibit 1.

aa) "System" as used herein, shall mean Contractor furnished or otherwise supplied software and documentation that collectively and in an integrated fashion fulfill the business and technical requirements of this Agreement, known as and referred to herein as the "MCSD Application".

bb) "Warranty Period" shall mean, for each Software Release, the time period commencing on the day of UAT signoff by the Department in accordance with the terms of the Agreement and ending twelve (12) months thereafter.

3. ACQUIRING DELIVERABLES

a) Subject to the terms and conditions of this Agreement, Contractor shall sell, transfer, convey and/or license to the Department any duly ordered Deliverable. Such Deliverables shall be available in the Product Schedule and listed in Purchase Orders issued by the Department.

b) Any Purchase Order which has been accepted by the Contractor is subject to the terms of this Agreement, shall reference this Agreement and shall remain in effect until such time as the Purchase Order obligations are fulfilled or until Performance of all requirements contained therein., Neither party will be bound by any additional terms or terms different from those in the Agreement that may appear on a Purchase Order or other form document issued by either party.

c) Contractor may supplement the Product Schedule at any time to make additional products, services and related terms available to the Department, provided that the effective date of each supplement is stated thereon. Any supplement must be transmitted to the State with a cover letter documenting formal approval of the supplement by a Contractor representative then empowered to so act.

d) Notwithstanding any other provision of this Agreement, no material change may be made to the list of Products on the Product Schedule that alters the nature or scope of the Products or their intended use. Any change in the Products listed in the Product Schedule is conditioned upon the new products being of a similar nature and having a similar use as the defined products. An update of the products or the addition of products that are related to or serve similar functions as the products is permissible only with the prior approval of the State. Upon State receipt of ninety (90) calendar days' prior written notice, Contractor may update the deliverable price schedule pricing by amending the Product Schedule effective July 1 of any State of

Connecticut fiscal year, provided: (1) the Product Schedule amendment is transmitted and approved in the same manner as described for supplements in subsection 3.c., (2) no software license, or Deliverable maintenance or service rate is increased within the first year of any Deliverable acceptance, and (3) any such price increase shall not exceed the lesser of (i) five percent (5%) and (ii) the average annual percentage increase over the immediately preceding calendar year in the 'Consumer Price Index' – Hartford, Connecticut Average for all Urban Consumers (CPI-U) (All items, 1982-84 = 100) published monthly by the Bureau of Labor Statistics of the United States Department of Labor or, should that index cease to be published, the most comparable index published on a regular basis by the US Government since the later of the date of this Agreement or Contractor's latest Product Schedule.

e) Deliverables ordered prior to the effective date of any Product Schedule pricing increase shall enjoy protection from rate increase during their initial terms.

f) Contractor shall provide State with a discount on any Product Schedule pricing according to the discount shown on the Product Schedule.

g) Contractor may, throughout the term of this Agreement, provide the Department with advice and recommendations regarding the services performed by the Contractor. The Contractor shall not make decisions regarding their advice and recommendations on behalf of the Department. Decisions made by the Department's duly authorized representatives may influence future advice, recommendations and services provided by the Contractor under this Agreement.

h) The Department is authorized to use any Licensed Software to develop and/or enhance the State's systems only in the pursuit of its own business interests. Any such Licensed Software shall be non-exclusive and non-transferable.

4. PROJECT ADMINISTRATOR

a) The Department shall designate a Project Administrator, who may be replaced at the discretion of the Department. The Project Administrator shall have the authority to act for the Department under this Agreement, for any Deliverable(s) initially acquired/installed from the Contractor and such authority shall continue to be in effect throughout the term of this Agreement.

b) Any additions to or reductions in the Deliverables and prices for work completed in the Performance of the Project Implementation Schedule must be executed according to the provisions of Section 5. CHANGE ORDERS.

5. CHANGE ORDERS

a) The Department may, at any time, with written notice to Contractor, request changes within the general scope of the Project Implementation Schedule. Such changes shall not be unreasonably denied or delayed by Contractor and are subject to mutual agreement of the parties. Such changes may include modifications or other changes specifically required by new or amended State and/or Federal laws and regulations. Such changes may be related to functional requirements and processing procedures. Other changes may involve the correction of system capabilities.

b) The written change order request shall be issued by the Department. As soon as possible after Contractor receives a written change order request, but in no event later than fifteen (15) calendar days thereafter, the Contractor shall provide the Department with a written statement that the change has no price impact on the Contractor or that there is a price impact, in which case the statement shall include a description of the price increase or decrease involved in implementing the change. The cost or credit to the Department resulting in a change in the work shall specify the total cost as set out in the Product Schedule.

c) No change order shall become effective, nor will there be any change in the Project Implementation Schedule, until the change order is mutually agreed upon by the parties and Contractor receives a Purchase

Order from the Department.

6. DELIVERY, INSTALLATION & DEINSTALLATION

a) Department shall undertake at its own expense to prepare and make available to Contractor the location of installation of any hardware Deliverable in accordance with Contractor furnished Specifications. If preparation for installation has not been completed, the State shall so notify Contractor as soon as possible but no later than ten (10) days prior to the scheduled Deliverable installation date. If the State installation location requirements do not meet Contractor Specifications, the State shall be charged, at prices in effect at the time of the State's order, for any extra work and ancillary materials required to complete installation.

b) Contractor shall provide such pre-installation and post-installation hardware Deliverable compatibility system surveys, consultation, reference manuals and onsite operational training as to facilitate proper installation and operation of all Deliverables as set forth in the Statement of Work. Additional Contractor assistance, if requested by the State and issued in a Purchase Order, shall be furnished at the State expense at Contractor's published rates.

c) Department ordered System de-installation, relocation and reinstallation of any System previously installed at a Department site or the Department's designated site shall be at Department's expense according to Contractor's prices then in effect for such services.

7. DELIVERABLE EVALUATION & ACCEPTANCE

a) Any Deliverable furnished by Contractor under the terms of this Agreement shall be subject to an evaluation and acceptance period at the Department installation site in accordance with Section 7(c) below. For a Deliverable installed by Contractor, said period shall commence on the Department next work day following receipt of written notification from the Contractor to the Department that the Deliverable is installed and ready to undergo evaluation and acceptance testing.

b) Should any Deliverable fail to be evaluated or accepted due to Force Majeure, the evaluation and acceptance period then shall be immediately reinitiated or rescheduled at a later date upon mutual agreement between Contractor and Department.

c) User Acceptance Test ("UAT") is a test in which the State tests the functionality of a Software Release with real world scenarios to determine if the application performs in accordance with the agreed upon design as contained in the Specifications. UAT occurs after development and system testing of the Deliverable. The document arising from User Acceptance Testing is the "User Acceptance Testing Signoff". Successful completion of the Deliverable evaluation and acceptance period shall be determined in accordance with the following procedures:

(i) The Department shall approve each Deliverable that conforms in all material respects with the Specifications as set forth in the Statement of Work. Within ten (10) business days (or other period agreed by the parties in writing) from its receipt of a Deliverable, the Department shall provide Contractor with (a) written approval of such Deliverable or (b) a written statement which identifies in reasonable detail, with references to the applicable Specifications, the Deficiencies preventing approval.

(ii) Contractor shall have five (5) business days (or such other period agreed upon by the parties in writing) from the date it receives the notice of Deficiencies to complete corrective actions in order for such Deliverable to conform in all material respects to the applicable Specifications. The Department will complete its review of the corrected Deliverable and notify Contractor in writing of acceptance or rejection in accordance with the foregoing provisions of this Section within five business (5) days from the date it receives the corrected Deliverable (or such other period agreed upon by the parties in writing).

(iii) To the extent that any Deliverable has been approved by the Department, in accordance with the provisions of this Section 7, at any stage of Contractor's performance, such approval may influence future services provided by the Contractor under this Agreement. The Department agrees to complete any required Contractor acceptance certificate after testing and acceptance of the Deliverable (which certificate shall not

contain any terms and conditions).

8. PAYMENTS & CREDITS

a) The Department shall pay any charges for Deliverables in accordance with the Project Implementation Schedule, promptly after receipt of the Contractor's properly documented invoice and written acceptance of Deliverables by the Department.

b) Payment of Contractor charges for any license term or license maintenance and support term shall entitle the Department to use the software license Deliverable, free of any usage charges, at the Department's convenience at any time during the applicable term, excluding the time required for maintenance and support.

c) Contractor may assign any license payments (but not any associated service payments), in whole or in part, upon prior written notice to the Department and compliance with the requirements of the State's Comptroller's Office concerning such assignments. No Deliverable assignment by Contractor shall relieve Contractor of any obligations under this Agreement without prior written Department consent in each such instance. Notwithstanding any such assignment, the Deliverable shall be and remain free of any repossession or any Claims by Contractor or its successors and assigns, subject to the terms and conditions of this Agreement.

d) Contractor shall furnish separate invoices for each Purchase Order and each license charge, maintenance and support charge or other charge which shall be included as separate line items on such invoices.

e) Properly documented invoices for services and Deliverables shall be paid as follows:

1) The Department shall pay Contractor within forty-five (45) days after Department has accepted, and received Contractor's properly documented invoice, in accordance with the Project Implementation Schedule. If payment is not received within such forty-five (45) day period, such invoice shall accrue a late charge equal to the highest rate allowable by law.

2) There shall be a twenty percent (20%) holdback from the monies that are due for each Deliverable accepted by the Department in writing.

3) Upon written acceptance of all Deliverable(s) in accordance with the terms of this Agreement, Department shall pay Contractor one-half of the holdback monies.

4) Upon successful completion of any and all corrections of Deficiencies identified during the applicable Warranty Period in accordance with Section 12 below for a Deliverable, the remaining one-half of the holdback money for such Deliverable will be paid to the Contractor by the Department.

9. DELIVERABLE MAINTENANCE & SUPPORT

a) After conclusion of the Warranty Period for a software Deliverable, Contractor shall provide maintenance support services for such software Deliverable as set out in Exhibit 2). Operational support services (as defined in Exhibit 2) shall be provided by the Contractor after a Software Release has gone to production. These ongoing support services of Contractor will be at the Department's expense and shall include operations support, applications maintenance support and applications modifications support. Operations and maintenance support shall be fixed price and resource based. Modifications will be based on an allocation of hours prioritized by the State through the change control process. The Department shall have the option to renew such maintenance and support services for a combined total period not to exceed three years beyond the original seven year term at mutually agreeable prices upon thirty (30) days' prior written notice of renewal to the Contractor by the Department before the end of the initial term or any renewal term of maintenance and support services. Telephone support services are to include no customization or training, but technical support issues only.

b) Contractor shall have full and free access to any Deliverable to provide required services thereon subject to compliance with then current state security procedures.

c) Contractor shall respond to the Department's telephone requests for technical support relative to any installed software Deliverable in accordance with the SLAs (Service Level Agreements) set forth in Exhibit 2 hereto.

d) The State of Connecticut will allow the Contractor to use online meeting tools which allow for online troubleshooting, desktop sharing, and remote control, as well as other remote tools in order to satisfy the response requirement set forth in the SLAs in Exhibit 2 hereto. Contractor will by no means disable the use of any State software by use of remote control software.

10. RESERVED

11. RESERVED

12. WARRANTIES

a) At the time of acceptance of each Deliverable and during the applicable Warranty Period for such Deliverable, Contractor represents and warrants that the software contained in the Deliverable shall operate free of Defects which shall mean any Deficiencies that could not have been reasonably identified by the acceptance process as described in Section 7. For the purposes of this Agreement, "Deficiencies" shall mean a failure of the software in a Deliverable to conform in all material respects to the Specifications for such Deliverable. If bringing a Deliverable into compliance with the warranty during the applicable Warranty Period necessitates a change to documentation and/or training materials, Contractor will update such documentation and/or training materials accordingly without cost to the State.

Additionally, during the Warranty Period, pursuant to the process described in this Section 12 below, Contractor shall modify, adjust, repair and/or replace software Defects in such Deliverables, at no charge to Department, as necessary to bring such Deliverables into compliance with the Specifications.

b) If a Deliverable is not in compliance with the Specifications during the applicable Warranty Period, the Department shall give Contractor written notice of the Deliverable's Defects providing Contractor with reasonably adequate documentation and reproduction or demonstration of such Deficiencies to Contractor, if possible, so that the cause of such Defects may be traced and corrected. Contractor shall then have a reasonable period of time following notification by the Department or as otherwise agreed between the parties, with the reasonableness of the response and correction time being determined based upon the nature and severity of the Defect and the impact the Defect is having on the Department's operations, to correct such Defects.

c) Except to the extent that the Contractor advises the Department in writing that the Contractor instructs, recommends or approves of any of the events in items (i) – (vi), Contractor shall have no obligation under this Section 12 to make warranty modifications, adjustments, repairs and/or replacements that are attributable to: (i) the Department's misuse or modification of the Deliverable(s); (ii) the Department's failure to use corrections or enhancements made available by Contractor at no additional cost to the Department; (iii) the Department's use of the Deliverable(s) in combination with any product other than one specified by Contractor; (iv) the quality or integrity of data from other automated or manual systems with which such Deliverable(s) interface; (v) hardware or software, neither of which is part of the Deliverable(s) or adequate to allow proper operation of the Deliverable(s) or operating in accordance with the manufacturer's specifications; or (vi) operation or utilization of the Deliverable(s) in a manner not contemplated by this Agreement. If any of the preceding six events occur, then the Contractor shall notify the Department, and the Department may, in its sole discretion, direct the Contractor to make such warranty modifications, adjustments, repairs and/or replacements in accordance with the change order process.

d) The Warranty shall not apply with respect to documentation, nor to hardware or software, that is supplied by a third party to the Department. The terms and conditions of the warranty to the Department with respect to such documentation, hardware or software will be provided by the third party vendor of such hardware or software to the Department.

e) The State does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or

implied warranty of merchantability. Subject to the preceding sentence, Contractor does not and will not provide any representation, warranty or other form of assurance as to the quality, performance, or fitness of any software or hardware or other product that is or shall be selected by the Department.

13. RESERVED

14. PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS

a) Upon payment for the appropriate Deliverables to Contractor hereunder, Contractor hereby grants the Department, at no additional cost, (i) all rights in and to the Deliverables, except to the extent they include any Contractor Technology (as defined below) and (ii) the right to copy and use Contractor Technology included in the Deliverables solely in the pursuit of its own business interests in connection with its use of the Deliverables. Except for the foregoing license grant, Contractor or its licensors retain all rights in and to all Contractor Technology. "Contractor Technology" means all works of authorship, materials, information and other intellectual property created prior to or independently of the performance of the services or created by Contractor or its subcontractors as a tool for their use in performing the services, plus any modifications or enhancements thereto and derivative works based thereon.

b) To the extent any Contractor Technology provided to the Department hereunder constitutes inventory within the meaning of section 471 of the Internal Revenue Code, such Contractor Technology is licensed to the Department by Contractor as agent for Deloitte Consulting Product Services LLC on the terms and conditions contained herein. The rights granted in Section 14(a) do not apply to any works of authorship, materials, information and other intellectual property (including any modifications or enhancements thereto or derivative works based thereon) that is subject to a separate license agreement between the Department and any third party (including, Contractor's affiliates).

c) The Contractor shall provide to the Department reproductions of the patent, copyright, license or proprietary rights information notices which are applicable and were affixed to original Deliverables, if any. Once the Department receives those notices the Department shall promptly affix them to any copies made of the Deliverables. The Department shall maintain the confidentiality of any such Deliverable in accordance with Section 15, and shall not divulge the Deliverable or make it available to any third party, except as may be noted elsewhere in this Agreement. This obligation survives termination of this Agreement.

d) Subject to Section 14(e) below, the Contractor shall indemnify, defend and hold harmless the State and the Department from and against any and all claims of third parties for infringement by a Deliverable of any patent that is now or in the future known to Contractor or copyright or any unauthorized use of any trade secret. In the event any Deliverable becomes the actual or prospective subject of any said claim or proceeding, Contractor may, at its discretion:

1) Modify the Deliverable or substitute another Deliverable performing substantially the same function and having substantially the same Specifications (providing such alternative does not degrade the Department's Deliverable dependent performance capability) provided that the modified or substitute Deliverable also conforms in all material respects to the applicable Specifications;

2) Obtain for said Department the right to continued Deliverable use; or

3) take back the Deliverable and credit or promptly refund the Department the price for such Deliverable.

e) Contractor shall have no liability for any infringement or unauthorized use claim or proceeding to the extent that such infringement or unauthorized use arises from, or could have been avoided except for, (i) the Department's use or modification of a Deliverable for which it was neither designed nor intended and Contractor has provided written notification to the Department of such inappropriate use, (ii) the failure of the Department to use any corrections or modifications which the Contractor has advised the Department to use, (iii) information, materials, instructions or specifications provided by or on behalf of the Department without

the Contractor's written consent, or (iv) the use of the Deliverable in combination with any product or data not provided by Contractor and done without the Contractor's prior written consent.

15. CONFIDENTIALITY; NONDISCLOSURE

a) All material and information provided to the Contractor by the State or acquired by the Contractor in performance of the Contract whether verbal, written, recorded magnetic media, cards or otherwise shall be regarded as confidential information and, using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care, Contractor shall safeguard the confidentiality of such confidential material or information in conformance with applicable federal and state statutes and regulations. The Contractor shall not disclose any and all confidential information provided by the Department or other State providers in connection with this Agreement without the prior express written consent of the Department. The Contractor may disclose such information (i) as expressly permitted in this Agreement, (ii) to subcontractors that are providing services in connection with this Agreement and that have agreed to be bound by confidentiality obligations similar to those in this Section 15(a), (iii) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards or rules, or in connection with litigation pertaining to this Agreement, or (iv) to the extent such information (A) is or becomes publicly available other than as the result of a disclosure in breach hereof, (B) becomes available to the receiving party on a nonconfidential basis from a source which the receiving party believes is not prohibited from disclosing such information, (C) is already known by the receiving party without any obligation of confidentiality with respect thereto, or (D) is developed by the receiving party independent of any disclosures of such information to the receiving party. Contractor may, however, use and disclose any knowledge and ideas acquired in connection with its services to the extent they are retained in the unaided memory of its personnel.

b) The Department shall exercise at least the same degree of care to safeguard any of Contractor's confidential information as the Department does its own confidential information of a similar nature, but in no event less than a reasonable degree of care, and shall take reasonable steps to assure that neither the Contractor's confidential information nor any part thereof received by Department under this Agreement shall be disclosed. Such prohibition on disclosures shall not apply to disclosures by the Department to its employees or as may be required by law or the Connecticut Freedom of Information Act. Nothing in this Section 15(b) shall alter the Department's obligations under Section 15(c).

c) All services provided by Contractor hereunder and Deliverables shall be solely for the State's benefit, and are not intended to be relied upon by any person or entity other than the State. The State shall not disclose such services and Deliverables, or refer to the services or Deliverables in any communication, to any person or entity except (i) as specifically set forth in this Agreement, or (ii) to the Department's contractors solely for the purpose of their providing services to the Department, provided such disclosures to contractors are reasonably necessary to Department's use of the Deliverable, and provided further that such contractors comply with the restrictions on disclosure set forth in this sentence and the Department shall take all reasonable steps to insure that the Deliverable is not disclosed by such parties in contravention of this Agreement except as required under Connecticut law or the Connecticut Freedom of Information Act or as a requirement of the federal government.

d) The Department shall use any Deliverable only in the pursuit of its own business interests. The State shall not sell, lease, license or otherwise transfer with or without consideration, any such Deliverable to any third party or permit any third party to reproduce or copy or otherwise use such Deliverable. The State will not create derivative works, translate, reverse engineer or decompile the Deliverable, in whole or in part, nor create or attempt to create, by reverse engineering or disassembling of the design, algorithms or other proprietary trade secrets of the Deliverable software.

e) All Department information exposed or made available to Contractor or its representatives is to be considered confidential and handled as such in accordance with Section 15(a).

f) Except as required to perform the services hereunder and as otherwise set forth in Section 15(a), any such Department information is not to be removed, altered, or disclosed to others in whole or in part by Contractor

and its representatives.

g) On the date of execution of this Agreement, all State security procedures existing for and posted on the agency website for each work site to be accessed by the Contractor shall be adhered to by Contractor and its representatives to the extent applicable. In the event that such security procedures subsequently change, the State shall provide written notice thereof to Contractor. If Contractor is able to comply with the changes to the security procedures, the parties will follow the change order process in Section 5 to address such changes. If Contractor is unable to comply with the changes to the security procedures, the Contractor will notify the State in writing and the State will either agree to contractually adjust Contractor's obligations regarding compliance with such changes or terminate this Agreement for convenience in accordance with Section 30(a).

h) The obligations of this Section 15 shall survive the termination of this Agreement.

16. ENCRYPTION OF DATA; BREACH OF SECURITY OR LOSS

a. Contractor, at its own expense, has a duty to and shall protect from a Personal Information Breach any and all Personal Information which Contractor or Contractor Parties come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

b. Contractor and/or Contractor Parties shall develop, implement and maintain a comprehensive data - security program for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State enacted after the effective date of the Contract, subject to Section 15 of the Contract, concerning the confidentiality of Personal Information. Such data-security program shall include, but not be limited to, the following:

   1) A security policy for employees related to the storage, access and transportation of data containing Personal Information;
   2) Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;
   3) A process for reviewing policies and security measures at least annually;
   4) Creating secure access controls to Personal Information, including but not limited to passwords; and
   5) Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically using at least the same degree of care as Contractor employs in transmitting its own confidential information of a similar nature. The Contractor agrees to use opportunistic Transport Layer Security (TLS) encryption standard for the transmission of email messages containing the Department's Personal Information as set forth herein or such other encryption standard as the Department, the Contractor and its subcontractors may mutually agree upon prior to the transmission of any Personal Information by the Department.

c. The Contractor and/or Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Personal Information which Contractor or Contractor Parties have come to possess or control has been subject to a Personal Information Breach. If a Personal Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Personal Information Breach. Such credit monitoring or protection plan shall include,

but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time reasonably commensurate with the circumstances of the Personal Information Breach. The Contractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Personal Information in the same manner as provided for in this Section.

e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

f. In the event that the classification or definition of, and/or policies of the State or the Department concerning the confidentiality of, Personal Information subsequently change, the Department shall provide written notice thereof to Contractor. If Contractor is able to comply with such changes, the parties will follow the change order process in Section 5 of the Contract to address such changes. If Contractor is unable to comply with such changes, the Contractor will notify the Department in writing and the Department will, at its option, either agree to contractually adjust Contractor's obligations regarding compliance with such changes or terminate this Agreement for convenience in accordance with Section 30(a).

17. RESERVED.

18. RISK OF LOSS & INSURANCE

a) The Department shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverable is in transit to or from a Department installation site, or while in a Department's possession, except when such loss or damage is due directly to Department negligence or intentional misconduct. Nothing in this Section 18(a) is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

b. Throughout the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than $1,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of $2,000,000.00 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. Such insurance policy or policies shall name the State and State's officials, agents and employees as additional insureds. Contractor shall provide the State a certificate of insurance evidencing the above coverage upon written request on an annual basis and shall not begin performance of the Services until such a certificate has been provided to the State.

All insurance shall be written on an occurrence basis as opposed to "claims made" basis.

19. DELIVERABLE ALTERATIONS; NEW DEVELOPMENTS

a) Alterations of any Deliverable by the State after a Deliverable's acceptance by the Department in accordance

with the deliverable acceptance process set forth herein may be made only with the prior written consent of Contractor and/or manufacturer. Such consent shall be provided without cost to the Department. The Contractor shall indicate in the consent or in a document accompanying the consent whether, and to what extent, both depending on the nature of the State's proposed Alteration to a Deliverable, the proposed Alterations would affect the applicability of the warranties of Contractor contained in Sections 12 and 13.

b) Except for Contractor Technology and third party intellectual property, all inventions or improvements to the computer programs and/or base software developed by the Contractor pursuant to this Agreement shall become the property of the State in accordance with Section 14.

c) If any Deliverable Alteration interferes with the normal and satisfactory operation or maintenance and support of any Deliverable or increases substantially the costs of maintenance and support thereof or creates a safety hazard, the Department shall, upon receipt of written notice from Contractor, promptly restore the Deliverable to its pre-altered condition.

d) Any Alteration of a Licensed Software Deliverable by the Department without prior written consent of Contractor in accordance with subsection a) above shall void the obligations of Contractor under Section 9. DELIVERABLE MAINTENANCE & SUPPORT for the Deliverable. Contractor may indicate in any prior written consent, which parts of the Deliverable being altered will continue to be subject to Section 9. DELIVERABLE MAINTENANCE & SUPPORT and which will not.

e) The Contractor may develop and market a new or substantially different product that either uses or performs all or part of the functions performed by an installed Deliverable or System. Nothing contained in this Agreement gives the State any rights, with respect to such new or different product, not granted to other product users.

20. FORCE MAJEURE

Neither party shall be responsible for delays or failures in its obligations herein due to any cause beyond its reasonable control. Such causes shall include, but not be limited to, strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war or the public enemy, acts of terrorism, unavailable raw materials, telecommunication or power failure, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

21. RESERVED.

22. LIMITATION ON DAMAGES

Each party, its subsidiaries, subcontractors, and respective personnel shall not be liable to the other party for any claims, liabilities, or expenses relating to this Agreement, the Statement of Work or the services provided by Contractor hereunder (a "Claim") for an aggregate amount in excess of two times the amount of the Agreement, except to the extent resulting from the recklessness, bad faith or intentional misconduct of such party or its subcontractors. In no event shall either party, its subsidiaries, subcontractors, or their respective personnel be liable for any (i) loss of use, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or (ii) consequential, special, indirect, incidental, or punitive loss, damage, or expense, relating to this Agreement, or the Statement of Work. Nothing in this Section 22 is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

23. RESERVED.

24. GENERAL PROVISIONS

a) Section headings and document titles used in this Agreement are included for convenience only and shall not be used in any substantive interpretation of this Agreement.

b) If any term or condition of this Agreement is decided by a proper authority to be invalid, the remaining provisions of the Agreement shall be unimpaired and the invalid provision shall be replaced by a provision which, being valid, comes closest to the intention underlying the invalid provision. Contractor shall comply

with the statutes, regulations, Executive Orders and policies incorporated into this Agreement to the extent that such statutes, regulations, Executive Orders and/or policies are applicable to Contractor in connection with its performance of services under this Agreement.

c) The failure at any time by either party to this Agreement to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver by either party of a breach of any such provision shall not constitute a waiver of the provision itself, unless such a waiver is expressed in writing and signed by a duly authorized representative of the waiving party.

d) In any case where the consent or approval of either party is required to be obtained under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. No such consent or approval shall be valid unless in writing and signed by a duly authorized representative of that party. Such consent or approval shall apply only to the given instance, and shall not be deemed to be a consent to, or approval of, any subsequent like act or inaction by either party.

e) The Department shall not remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Deliverable.

f) Except as may be otherwise provided for in this Agreement, the Department shall not assign, mortgage, alter, relocate or give up possession of any Deliverable to which Contractor retains title without the prior written consent of Contractor.

g) Contractor represents and warrants that it will not, without prior written consent from the State, make any reference to the Department or the State in any of Contractor's advertising or news releases. The Contractor may use the State's and/or the Department's name as a specific citation within proposals it submits.

h) Contractor agrees to execute any and all documents or to take any actions which may be reasonably necessary to perfect the rights granted to the Department in Section14.

i) Neither Department nor Contractor`s personnel who had substantive contact with personnel of the other in the course of the performance of the services hereunder shall directly or indirectly employ, solicit, engage or retain the services of such an employee of the other party to this Agreement during its term and for a period of one year from the termination or expiration of this Agreement or such longer period as may be required by State statute. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

j) Pursuant to Sections 4e-29 and 4e-30 of the Connecticut General Statutes:

(i) At reasonable times, the Department, DAS, the Connecticut Attorney General, or any of their duly authorized representatives may inspect the plant or place of business of the Contractor or its subcontractors which is related to the performance of this contract to ensure compliance with this contract; and

(ii) Upon reasonable advance written notice, the Department, DAS, the Connecticut Attorney General, or any of their duly authorized representatives, shall have access to any books, documents, papers and Records of the Contractor, which are related to the performance of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions. During the conduct of such inspection on behalf of the Department, DAS, or the Connecticut Attorney General, the duly authorized representatives shall maintain the confidentiality of any information obtained by such representative in the course of such inspection at least as stringently as the confidentiality obligations contained herein. The Contractor shall keep and preserve or cause to be kept and preserved all of its final billing and payment Records until three (3) years after the latter of (a) final payment under this Agreement, or (b) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim regarding payment to Contractor hereunder or audit related thereto is started before the expiration of this period, the Contractor shall retain or cause to be retained all such billing and payment Records until all such Claims or audit findings have been resolved.

k) This Agreement is based on understandings and expectations that apply at the time this Agreement is executed and that the specific start and stop dates contained herein are not firm performance dates, are expected

to be revised during the term of the engagement, and are only to be regarded as estimated beginning and completion dates for the tasks and activities as of the date of this Agreement. Nonetheless, Contractor shall use diligent efforts to meet such dates. Notwithstanding any other provision of this Agreement, if Contractor utilizes diligent efforts but is unable to meet such dates, it shall not be considered to have defaulted in its obligations hereunder. Contractor shall notify the Department promptly in writing if it expects or encounters significant delays in completing its services.

l) The Department shall cooperate with Contractor in the performance by Contractor of the services hereunder, including, (i) providing Contractor with adequate working space, equipment and facilities and timely access to data, information, and personnel of the State; (ii) providing experienced and qualified personnel to perform their assigned tasks and duties in a competent and timely fashion; (iii) providing a stable, fully functional system infrastructure environment which will support the Deliverables and allow Contractor and the Department to work productively; and (iv) promptly notifying Contractor of any issues, concerns or disputes with respect to the services provided by Contractor hereunder. The Contractor shall not be responsible for, among other things (a) the performance of the Department's personnel and agents, and (b) the accuracy and completeness of all data and information provided to Contractor for purposes of the performance of the services hereunder.

m) Each of the State and Contractor is an independent contractor and neither of them is, nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venturer, or representative.

n) Contractor may (i) provide any services to any person or entity, and (ii) develop for itself, or for others, materials or processes including those that may be similar to those produced as a result of the services hereunder, provided that, Contractor complies with its obligations of confidentiality set forth in Sections 14, 15 and 16.

25. COMMUNICATIONS

Unless notified otherwise by the other party in writing, correspondence, notices, and coordination between the parties to this Agreement as to general business matters or the terms and conditions herein should be directed to:

State: Connecticut Department of Administrative Services

Contracts & Purchasing Division

165 Capitol Avenue

Hartford, CT 06106

Contractor: As stated in page three of this Agreement.

Details regarding Contractor invoices and all technical or day-to-day administrative matters pertaining to any Deliverable should be directed to:

Department: The individual specified in the applicable Purchase Order

Contractor: The individual designated by Contractor as the Contractor may designate in writing to the Department.

26. RESERVED

27. WHISTLEBLOWING

This Contract may be subject to the provisions of Section §4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of

twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor..

28. DISCLOSURE OF RECORDS

The Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Connecticut Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

29. FORUM AND CHOICE OF LAW

The parties deem the Contract to have been made in the City of East Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims related to this Contract in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

30. TERMINATION OF AGREEMENT

Termination.

a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination thirty (30) days prior to the effective date of termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date. In addition, Contractor may terminate this Agreement or performance of any part of Contractor's services, if it determines that (i) a governmental, regulatory or professional entity (including, without limitation, the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board or the Securities and Exchange Commission) or entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation or decision the result of which would render Contractor's performance of any part of such services illegal or otherwise unlawful, or (ii) circumstances change such that Contractor's performance of any part of the Contractor's services would be illegal or otherwise unlawful or in conflict with independence or professional rules.

b) Notwithstanding any provisions in this Contract, either party, through a duly authorized employee, may, by giving thirty (30) days prior written notice, terminate the Contract for the other party's material breach of this Contract; provided that the breaching party shall have the right to cure the breach within the notice period.

c) The State shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon the effective date of termination, the Contractor shall immediately discontinue all services affected in accordance with the notice, and undertake to wind down the services and use commercially reasonable efforts to mitigate any additional costs. All Deliverables, wherever located and however kept, stored or maintained, excluding Contractor Technology or other proprietary of confidential or proprietary information of Contractor contained therein, are deemed to be the property of the State and the Contractor shall deliver them to the specific location requested in writing by the State no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the State for the Deliverables specified. The Contractor shall deliver those Deliverables specified that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT, provided, however, that Contractor may retain copies of the Deliverables if required by law, regulation, professional standard or rule. Any Personal Information in such Deliverables remains subject to Contractor's confidentiality obligations hereunder.

d) Upon of the effective date of Termination, the Contractor shall cease operations as the State directs in the notice, and upon receipt of a notice of Termination, shall take all reasonable actions that are necessary or appropriate, or that the State may reasonably direct, for the protection and preservation of the Deliverables and any other property, and the winding down of the Services. Except for any work which the State directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

e) The State shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its performance of services rendered to the Agency in accordance with Exhibit 1 the Statement of Work, in addition to all actual and reasonable costs incurred prior to Termination. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.

f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments to non-affiliate entities given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract which are intended by their nature to survive the Termination of the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by either party.

31. STATE COMPTROLLER'S SPECIFICATIONS

In accordance with Conn. Gen. Stat. § 4d-31, this Agreement is deemed to have incorporated within it, and the Contractor shall deliver the Deliverables in compliance with, all specifications established by the State Comptroller website that exist on the date of execution of this Agreement to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by the Contractor or Contractor Parties, are compatible with and support the State's core financial systems,

including but not limited to, accounting, payroll, time and attendance, and retirement systems. In the event that such specifications subsequently change, the Department shall provide written notice thereof to Contractor.

32. CIO SUBCONTRACT APPROVAL

In accordance with Conn. Gen. Stat. § 4d-32, the Contractor shall not award a subcontract for work under this Agreement without having first obtained the written approval of the Chief Information Officer of the Department of Administrative Services or their designee of the selection of the subcontractor and of the provisions of the subcontract. The Contractor shall deliver a copy of each executed subcontract or amendment to the subcontract to the Chief Information Officer, who shall maintain the subcontract or amendment as a public record, as defined in Conn. Gen. Stat. § 1-200.

33. GENERAL ASSEMBLY ACCESS TO DAS RECORDS

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to DAS records that is not less than the access that said committee and such offices have on July 1, 1997.

34. CONTINUITY OF SYSTEMS

This Section is intended to comply with Conn. Gen. Stat. §4d-44.

(a) The Contractor acknowledges that the Systems and associated services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under the Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then the Contractor shall cooperate fully with the State, and do and perform all acts and things that the State deems to be necessary or appropriate, to ensure continuity of state agency information system and telecommunication system facilities, equipment and services so that there is no disruption or interruption of the System and associated services under the Contract, provided that Contractor shall be compensated for such cooperation and performance in accordance with this Agreement or as otherwise agreed upon in writing in advance by the parties. The Contractor shall not enter into any subcontract for any part of the performance under the Contract without approval of such subcontract by the State, as required by Conn. Gen. Stat. §4d-32, and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44 as if the subcontractor were in fact the Contractor. The Contractor shall make a full and complete disclosure of and delivery to the State or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning the Contract (subject to subsection 34(b)(2) below).

(b) The parties shall follow the following applicable and respective procedures in order to ensure the orderly transfer to the State of:
(1) such facilities and equipment-- Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. Hartford, Connecticut or other State location which the Department identifies, all facilities and equipment related to or arising out of the Agreement, subcontract or amendment, no later than 10 days from the date that the work under the Agreement is transferred back to the State or to another contractor for any reason. The Contractor shall deliver the facilities and equipment to the State, during the State's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all related passwords and security codes;
(2) all software created or modified pursuant to the Agreement, subcontract or amendment: the Deliverables-- Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. Hartford, Connecticut or other State location which the Department identifies, all Deliverables, no later than

10 days from the date that the work under the SOW or Agreement is transferred back to the Department or to another contractor for any reason. The Contractor shall deliver such Deliverables to the Department, during the Department's business hours, in good working order, and if Department equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all Deliverable-related operation manuals and other documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Agreement or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and

(3) all Public Records, as defined in Conn. Gen. Stat. §4d-33, which the Contractor or Contractor Parties possess or create pursuant to the Agreement, subcontract or amendment-- Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the Department, F.O.B. Hartford, Connecticut or other State location which the Department identifies, all Public Records created or modified pursuant to the SOW, Agreement, subcontract or amendment and requested in writing by the Department (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Agreement concerning Termination for the return of Public Records and (2) 10 days from the date that the work under the SOW or Agreement is transferred back to the Department or to another contractor for any reason. The Contractor shall deliver to the Department those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT. The Contractor shall deliver to the Department, during the Department's business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

(c) If the Contractor employs former State employees, the Contractor shall facilitate the exercising of any reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for State jobs. The Contractor shall include language similar to this section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

35. RIGHTS TO AND INTEGRITY OF PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither the Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither the Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which the Contractor or Contractor Parties possess, modify or create pursuant to this Agreement or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 4-33, as it may be modified from time to time.

36. PUBLIC RECORDS AND FOIA

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to the Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of section 1-210 and as to such public records, the State, the Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act, as defined in section 1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

37. DISCLOSURE OF PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-36, neither the Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Agreement or any contract, subcontract or amendment to a contract or subcontract and (b) which a state agency (1) is prohibited from

disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

38. PROFITING FROM PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-37, neither the Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Agreement or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Agreement. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

39. CONTRACTOR'S OBLIGATION TO NOTIFY DAS CONCERNING PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

40. TANGIBLE PERSONAL PROPERTY

a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

(1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

(2)A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

(3)The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

(4)The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

(5)Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

c) The Contractor represents and warrants that it shall ensure each of its Affiliates' compliance with the terms of this Section 40.. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a written request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the

Connecticut General Statutes, including, but not limited to, §12-411b.

41. INDEMNIFICATION

a) With respect to the indemnities contained in Sections 14 and 48(m)(7) of the Agreement:

As a condition to any indemnity obligations contained in this Agreement, the State will provide the Contractor with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the Contractor in connection with any such claim. The indemnifying party shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing.

b) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

42. NON-WAIVER OF IMMUNITY

Sovereign Immunity. The parties acknowledge and agree that nothing in the solicitation related to this Agreement or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

43. SUMMARY OF STATE ETHICS LAWS

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Agreement.

44. CAMPAIGN CONTRIBUTION RESTRICTION

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its subcontractors and personnel performing services under this Agreement of the contents of the notice

45. EXECUTIVE ORDERS

The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

46. NONDISCRIMINATION

(a) For purposes of this Section, the following terms are defined as follows:

i. "Commission" means the Commission on Human Rights and Opportunities;
ii. "Contract" and "contract" include any extension or modification of the Contract or contract;

iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
iv. Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) The Contractor agrees and warrants that in the performance of the Contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor in the State , to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and

Connecticut General Statutes § § 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § § 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's Commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as

the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

47. OWNERSHIP OF DATA

Any and all State data provided to, and hosted by, Contractor on behalf of the State of Connecticut shall remain the sole property of the State and the State retains any and all ownership of such data. At no time will Contractor have ownership of any State data held within the State's information technology system.

48. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

a) If the Contactor is a Business Associate under the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d through 1320d-8, as amended from time to time, and all associated existing and future implementing regulations, when effective and as amended from time to time (hereinafter "HIPAA"), the Contractor must comply with all applicable terms and conditions of this Section of the Contract with regard to Business Associate's use and disclosure of PHI (as hereinafter defined) in connection with its performance of Services under this Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

b) If and to the extent, and so long as required by HIPAA or HITECH (as defined below), the Contractor agrees to comply with the requirements of HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 164, subparts A, C, and E; and the requirements of HITECH (as defined below) in connection with Contractor's performance of Services under this Contract.

c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the "Department") is a "Covered Entity" as that term is defined in 45 C.F.R. § 160.103; and

d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "Protected Health Information," as that term is defined in 45 C.F.R. § 160.103; and

e) The Contractor is a "Business Associate" of the Agency, as that term is defined in 45 C.F.R. §160.103.

f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§17921-17954, as amended from time to time, and all associated existing and future implementing regulations, when effective and as amended from time to time (hereinafter HITECH), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

g) Definitions. Unless otherwise specified in this Section 48, all capitalized terms used in Section 48 shall have the meanings established for purposes of HIPAA or HITECH, as applicable.

(1) "Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))

(2) "Business Associate" shall mean the Contractor.

(3) "Compliance Date" shall mean, in each case, the date by which compliance with a particular provision is required under HITECH; provided that, in any case for which that date occurs prior to the effective date of this Agreement, the Compliance Date shall mean the effective date of this Agreement.

(4) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.

(5) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

(6) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))

(7) "Electronic Protected Health Information" shall mean Protected Health Information that is transmitted or maintained in electronic media.

(8) "Individual" shall have the same meaning as the term "individual' in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

(9) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 164, subparts A and E.

(10) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.

(11) "Required by Law"' shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(12) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(13) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.

(14) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety, that are applicable to Business Associate or Covered Entity, as the case may be in connection with each party's respective obligations hereunder and thereunder.

(15) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R.§ 164.304.

(16) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 164, subpart A and C.

(17) "Unsecured Protected Health Information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. (42 U.S.C. §17932(h)(1)(A)).

h) Obligations and Activities of Business Associates

(1) Business Associate agrees not use or disclose PHI other than as permitted or required by this Section of the Contract, and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e), or as otherwise Required by Law.

(2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.

(3) Business Associate agrees to use administrative, physical and technical safeguards to reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

(5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract of which it becomes aware or any Security Incident affecting Electronic Protected Health Information of which it becomes aware.

(6) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such PHI.

(7) Business Associate agrees, to the extent that PHI in Business Associate's possession constitutes a Designated Record Set, to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, 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.

(8) Business Associate agrees, to the extent that PHI in Business Associate's possession constitutes a Designated Record Set, to make available for amendment and incorporate any amendments to PHI in such Designated Record Set that the Covered Entity directs pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.

(9) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity in connection with the performance of the Services hereunder, available to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule In the event that the Secretary initiates an investigation of or proceeding against the Covered Entity which includes the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, Business Associate agrees, upon the Covered Entity's written request, to reasonably cooperate in providing Covered Entity with information relevant to such investigation or proceeding. Such cooperation shall include (i) allowing the Covered Entity to review Business Associate's internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity and (ii) to provide copies of such materials to the Secretary as reasonably necessary to respond to such investigation or proceeding.

(10) Business Associate agrees to document such disclosures of PHI and provide information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528 and in the event that Business Associate in connection with the Services uses or maintains an Electronic Health Record of PHI of or about an Individual, then Business Associate shall make an accounting of disclosures of such PHI in accordance with the requirements for accounting of disclosures made through an Electronic Health Record in section 13405 of the HITECH Act (42 U.S.C. § 17935(c)) and any regulations promulgated thereunder as of its Compliance Date.

(11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935(c)) and any regulations promulgated thereunder as of its Compliance Date. Business Associate agrees at the Covered Entity's written direction to provide the information required to provide an accounting of disclosures of PHI to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935(c)) and any regulations promulgated thereunder as of its Compliance Date.

(12) Business Associate agrees to comply with any state or federal law applicable to Business Associate in its performance of its services hereunder that is more stringent than the Privacy Rule. In the event that an Individual requests that the Business Associate (a) restrict disclosures of PHI that Business Associate maintains for or on behalf of Covered Entity; (b) provide an accounting of disclosures of the Individual's PHI that Business Associate maintains for or on behalf of Covered Entity; or (c) provide a copy of the Individual's PHI in an Electronic Health Record that Business Associate maintains for or on behalf of Covered Entity, the Business Associate agrees to notify the Covered Entity, in writing, within ten(10) business days of the request.

(13) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI as prohibited by 42 U.S.C. § 17935(d) and in any accompanying regulations as of its Compliance Date.

(14) Obligations in the Event of a Breach

A. The Business Associate agrees that, following the Discovery of a Breach of Unsecured Protected Health Information, it shall notify the Covered Entity of such Breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the applicable provisions of this Section of the Contract.

B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after Discovery by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)) . The notification shall include, to the extent possible and subsequently as the information becomes available, the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, Breached along with any other available information that is required to be included in the notification to the Individual, the Department of Health and Human Services and/or the media, all in accordance with the data breach notification requirements set forth in 42 U.S.C. § 17932 and 45 C.F.R. Parts 160 and 164 (Subparts A, D, and E), as of their respective Compliance Dates.

C. To the extent required by the data breach notification requirements set forth in 42 U.S.C. § 17932 and 45 C.F.R. Parts 160 and 164 (Subparts A, D, and E), as of their respective Compliance Dates, the Business Associate agrees to include in the notification to the Covered Entity at least the following information, to the extent possible and subsequently as the information becomes available:

1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known.

2. A description of the types of Unsecured Protected Health Information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).

3. The steps the Business Associate recommends that Individuals take to protect themselves from potential harm resulting from the breach.

4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.

5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

6. In the event of a Breach caused by Business Associate, Business Associate shall reimburse the Covered Entity for its reasonable and direct out-of-pocket costs of its notification of affected individuals who are required by law to receive such notification.

(i) Permitted Uses and Disclosure by Business Associate

(1) General Use and Disclosure Provisions. Except as otherwise permitted, required or limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or Services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate

the Privacy Rule if done by Covered Entity; provided, however, that notwithstanding the foregoing, Business Associate may use and disclose PHI if necessary for the proper management and administration of Business Associate as provided in 45 CFR § 164.504(e)(4) and subject to the requirements of 45 CFR § 164.504(e)(4)(ii). Business Associate will, as of the Compliance Date of 42 U.S.C. § 17935(b), limit any request, use or disclosure by Business Associate of PHI, to the extent practicable, to the Limited Data Set of such PHI (as defined in 45 C.F.R. § 164.514(e)(2)), or, if the request, use or disclosure by Business Associate of PHI, not in a Limited Data Set, is necessary for Business Associate's performance of the Services, Business Associate will limit the amount of such Protected Health Information requested, used or disclosed by Business Associate to the minimum necessary to accomplish the intended purpose of such request, use or disclosure, respectively; provided, however, that the requirements set forth above in this subsection shall be superseded and replaced by the requirements of the "minimum necessary" regulations or guidance to be issued by the Secretary (pursuant to 42 U.S.C. § 17935(b)(1)(B)) on and after its Compliance Date.

(2) Specific Use and Disclosure.

(A) Except as otherwise permitted, required or limited in this Section of the Contract, Business Associate may if necessary use or further disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise permitted, required or limited in this Section of the Contract, Business Associate may use or further disclose PHI for the proper management and administration of Business Associate as provided in 45 CFR § 164.504(e)(4), provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been Breached.

(C) Except as otherwise permitted, required or limited in this Section of the Contract, Business Associate may use PHI for the purpose of performing its Services under the Contract and/or to provide Data Aggregation services as defined in 45 C.F.R. §164.501, to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI 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 or disclosure of PHI. Covered Entity shall not make any disclosure of PHI to Business Associate if such disclosure would violate HIPAA, HITECH or any applicable federal or state law or regulation and will not request Business Associate to use or make any disclosure of PHI in any manner that would not be permissible under HIPAA, HITECH or any applicable federal or state law or regulation if such use or disclosure were done by Covered Entity.

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract. Further, Covered Entity shall limit any disclosure of PHI to Business Associate, to the extent practicable, to the Limited Data Set of such PHI, or, if the disclosure of PHI that is not in a Limited Data Set is necessary for Business Associate's performance of the Services, to limit the disclosure of such PHI to the minimum necessary as

determined by the Covered Entity or Business Associate disclosing such information to accomplish the intended purpose of such disclosure, provided, however, that the requirements set forth above shall be superseded and replaced by the requirements of the "minimum necessary" regulations or guidance to be issued by the Secretary (pursuant to 42 U.S.C. § 17935(b)(1)(B)) on and after its Compliance Date.

(l) Term and Termination

(1) Term. The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to Covered Entity and all of the PHI 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 PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of this Section of the Contract, Covered Entity shall provide written notice of the breach that specifies the nature of such breach and either:

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation on or before thirty (30) days after receipt of such written notice or

(B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

(C) If termination of this Contract is not feasible, then Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination

(A) Except as provided (1)(2) of this Section, upon termination of this Contract, for any reason, Business Associate shall, if feasible, return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of PHI. Business Associate shall also provide the information collected and that has not been previously reported to Covered Entity in accordance with clause h.(10) or this Section of the Contract, if any, to the Covered Entity within twenty (20) business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible (such as in the event that the retention of such PHI by Business Associate is required by law, regulation, professional standards, or reasonable business practice to evidence Business Associate's services), Business Associate may retain such PHI and shall provide to Covered Entity an explanation of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return of destruction of PHI is infeasible, Business Associate shall thereupon extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of such PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions

(1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended as of its Compliance Date.

(2) Amendment. The Parties agree to take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity and Business Associate to comply with requirements of

HIPAA and HITECH.

(3) Survival. The respective rights and obligations of Business Associate and Covered Entity under this section of the Contract shall survive the termination of this Contract.

(4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

(5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with HIPAA and HITECH. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, HIPAA and HITECH.

(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any its officers, directors, employees, contractors or agents or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control. Nothing contained in this Contract is intended to confer upon any person (other than the parties hereto) any rights, benefits, or remedies of any kind or character whatsoever, whether in contract, statute, tort (such as negligence), or otherwise, and no person shall be deemed a third-party beneficiary under or by reason of this Section 48 or any other provision of the Contract.

(7) INDEMNIFICATION. EXCEPT AS OTHERWISE LIMITED BY THE TERMS OF THIS PARAGRAPH, THE BUSINESS ASSOCIATE SHALL INDEMNIFY AND HOLD THE COVERED ENTITY HARMLESS FROM AND AGAINST ALL PENALTIES THAT MAY BE IMPOSED OR ASSESSED PURSUANT TO HIPAA OR HITECH, TO THE EXTENT RESULTING FROM ANY VIOLATION BY THE BUSINESS ASSOCIATE AND ITS AGENTS, INCLUDING SUBCONTRACTORS, OF ANY OBLIGATION OF BUSINESS ASSOCIATE AND ITS AGENTS, INCLUDING SUBCONTRACTORS, UNDER THIS SECTION OF THE CONTRACT, HIPAA, OR HITECH; PROVIDED, HOWEVER, THAT BUSINESS ASSOCIATE'S AGGREGATE LIABILITY FOR ALL AMOUNTS PURSUANT TO THE FOREGOING INDEMNIFICATION OBLIGATION SHALL BE LIMITED TO AN AGGREGATE AMOUNT OF THIRTY MILLION DOLLARS.

49. TERMS AND CONDITIONS

Any terms, conditions or provisions contained in a Purchase Order or any other similar document shall be of no force and effect and shall in no way affect, change or modify any of the terms and conditions of this Agreement.

50. WORKERS' COMPENSATION

The Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of $100,000 for each accident, $500,000 for disease, and $100,000 for each employee, per policy period.

51. FEDERAL LICENSE

In accordance with the regulations found at 7 CFR 3016.34 – The federal awarding agency reserves a royalty free nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal Government purposes the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a grantee, sub-grantee or contractor purchases ownership with grant support.

52. ENTIRETY OF AGREEMENT

This Agreement includes the SIGNATURE PAGE OF AGREEMENT. The provisions of the previously mentioned Product Schedule, the Project Implementation Document, the Project Implementation Schedule and any aforementioned Attachment are incorporated herein by reference and made a part hereof as though fully set forth herein. This Agreement, as thus constituted, contains the complete and exclusive statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

SIGNATURE PAGE OF AGREEMENT

This Agreement is entered into by authority of Sections 4d-2, 4d-5 and 4d-8 of the General Statutes.

FOR: DELOITTE CONSULTING LLP

BY: _____

NAME: Sundhar, Sekhar

TITLE: Principal

Deloitte Consulting LLP

DATE: ~~July , 2011~~ October 14, 2011

FOR: STATE OF CONNECTICUT

BY: _____

NAME: Mark D. Raymond

TITLE: Chief Information Officer

Department of Administrative Services

duly authorized

DATE: ~~July , 2011~~ October 17, 2011

APPROVED AS TO FORM:

_____

Joseph Rubin

Attorney General of the State of Connecticut

ASSOC. ATTY. GENERAL

DATE: 10/21/11

STATE OF CONNECTICUT DEPARTMENT OF INFORMATION TECHNOLOGY

Modernization of Client Service Delivery (MCSD) CT #09ITZ0042

EXHIBIT 1

PROJECT IMPLEMENTATION DOCUMENT; PERFORMANCE OBLIGATIONS

Connecticut's legacy Eligibility Management System (EMS) is among the nation's most comprehensive welfare eligibility systems. This mainframe system provides fully integrated data processing support for the determination of client eligibility, benefit calculation and issuance, financial accounting, and management reporting. EMS supports many of the agency's major programs such as Temporary Family Assistance (TFA), Medical Assistance (Medicaid and State Medical Assistance), Supplemental Nutrition Assistance (SNAP), State Supplement to the Aged, Blind, and Disabled, the State Administered General Assistance (SAGA), Refugee Cash and Medical Assistance and the Managed Care Program. The system has been functional since 1989.

The solution will interface with and complement the EMS system functionality. The Contractor shall provide the State of Connecticut with a fully integrated set of services that will enable the State to effectively implement the planned Modernization of Client Service Delivery requirements. In accordance with service-oriented architecture design principles, these services will be interoperable. This allows each service to function independently or in conjunction with other services. Employing this conceptual approach will provide maximum flexibility for future needs. These services collectively are known as the "MCSD Solution Platform."

The platform will be enabled by architecture which will serve as the "framework for the future" and provide core services which will be used to deploy and integrate the proposed technologies. Web services will allow customers to access DSS programs and interact with DSS via the Internet. Telephony services will provide the ability for clients to access information and request forms via telephone and will facilitate interactions between customers and customer service agents via phone. Document management and workflow services will help streamline processes for DSS workers and reduce paper. Shared services will facilitate the flow of information between the services and will help achieve a fully integrated solution. Each of the services that comprise the MCSD Solution Platform will meet operational requirements which will enable effective use and maintenance of the system.

The Solution will initially support the administration of eligibility process for the following DSS programs:

Temporary Family Assistance (TFA)
Medical Assistance (Medicaid and State Medical Assistance)
Supplemental Nutrition Assistance (SNAP)
State Supplement to the Aged, Blind, and Disabled
State Administered General Assistance (SAGA) Cash and Medical Assistance
HUSKY B and Charter Oak Health Plans.

Web services will use the Internet to provide access to DSS services 24 hours per day, seven days per week (24x7). Clients will have the ability to conduct pre-screening for beneifts and services to assess preliminary eligibility. This will give clients direct access to a tool they can use to evaluate potential eligibility and reduce the workload of DSS caseworkers by reducing the burden of responding to eligibility requirement related inquires. The online application service will provide the ability for clients to apply for services via a single, integrated online application. Additionally, clients will have the ability to access information about their benefits, report changes, and conduct online redeterminations via secure client accounts.

The Web Services will be developed using Deloitte's Wisconsin Access solution as a base. The solution contains core functionality which already meets many of the State's requirements. Web Services will be integrated with the Dynamic Business Rules Shared Service which will be powered by the Corticon Business Rules Management System to facilitate the design, management, and execution of business rules.

Telephony services will facilitate phone-based access by DSS clients. Clients will be able to obtain the status of their application and/or case, get answers to FAQs, and request forms via an Interactive Voice Response (IVR) system and will have the capability to connect with DSS customer service representatives. Additionally, the telephony services
will provide call center administration functionality including call routing.

Telephony services requirements utilize a hosted IVR solution. This solution will greatly reduce up-front and maintenance costs associated with building and maintaining a telephony infrastructure. The call center service will be provided by Siemens and it provides the ability for DSS to scale call center capacity up or down to adjust to changing business needs. Additionally, it will facilitate seamless customer service support by staff located in multiple physical locations.

Document management and workflow services will benefit DSS workers by streamlining document management processes and reducing paper. The solution includes a centralized scanning and indexing operation.

A document library will be used to support electronic case folders and electronically manage case related documents. Additionally, workflow software will be implemented to support routing and tracking of documents, task management, and will be fully integrated with web services.

The solution will meet the document management and workflow requirements by using IBM FileNet statewide enterprise system. FileNet Capture is the imaging solution that will convert paper documents into digital content. FileNet Content Engine and FileNet Process Engine manages the content repository, provides content management capabilities, provides workflow functionality and integrates with the other services.

Performance Functionality

Web Services

4.1 Web Hardware and Software Requirements

Deloite must provide a list of hardware and software which they will need to implement their products and services. This will include, but not be limited to:

- Web Servers;
- Storage; and
- Database Servers.

Deloitte will work with DSS to identify and assist in the purchaseing of the product directly through existing State of Connecticut contracts, GSA, or if needed the ITB process.

4.2 General Requirements

At a minimum Deloitte will provide the following types of online help:

a. Field Level Help that provides information for each field on a given page using mouse-over functionality.
b. Screen Level Help provides information regarding each page including a summary of the data included on the page. Users can quickly access more information about any page within the application by clicking a link.
c. Process Level Help provides information on how the system works and general navigation components.

Deloitte will provide Web Services client-facing screens, including help capabilities in both English and Spanish with translations provided by DSS.

The proposed solution will provide the capability to forward the document packets (which includes the main document and accompanying forms) to a DSS print queue/file. This print queue/file will be forwarded to DSS on a predetermined schedule for printing and distribution.

Deloitte will provide user training and training materials for the Web Services, including screen designs, help screens and reports. Deloitte will take a collaborative approach to training designated DSS personnel on our solution. Deloitte will provide and maintain training materials for the Web applications that meet the needs of DSS stakeholders. The training manual and quick reference guides are among the training materials that Deloitte will develop. The training materials will be written in a simple, straightforward style that is suitable for non-technical users. Deloitte will deliver the training through Train-the-Trainer sessions and will position the DSS trainers for success.

The following table provides a list of the training materials we will deliver through a "Train-the-Trainer" approach for the Web application.

- MCSD overview presentation
- User manual
- Trainer guide
- Student guide
- Quick reference guides

The Deloitte solution for Web Services will have the capability to present a voter registration form as part of the application/redetermination/change-reporting processes. This functionality will also have the capability to support printing or mailing the form to the client for an original signature along with the ability to track and report on the voter registration requests.

The Web Services will have the capability to display and print a bar code on the receipt/verification checklist, which identifies the client and used to associate returned documents with a specific client/case/electronic folder.

Deloitte will provide the functionality to support multiple levels of access by internal staff and external community partners using Role-Based Access Control (RBAC). We propose implementing this functionality using DoIT's Novell eDirectory,

Deloitte will incorporate a dynamic rules engine that is flexible enough to allow DSS staff to change business rules for workflow processing in one place after system implementation.

4.3 General Inquiries

Deloitte will provide Web site screens with accessibility compliance and cross browser compatibility involves requiring that the Web Services comply with the standards as laid out in Section 504 and 508, Subpart B, 1194.21 & 1194.22, and satisfy Priority checkpoints of the WCAG 2.0. These services are able to be rendered in standards compliant web browsers that understand and support HTML, XHTML, Cascading Style Sheets, ECMAScript and W3C Document Object Model.

Deloitte will provide an approach towards providing content management functionality within the Web Services Solution Platform through the usage and implementation of reference tables and reference data. These reference tables are exposed and accessible to DSS through the reference table editor within the administration module of the Web Services.

Deloitte will provide client communications through a multitude of different avenues including Frequently Asked Questions (FAQs) and eligibility information. The client communications will be tested against the Flesch Reading Ease Scale to confirm that they are presented at a sixth-grade reading level or lower.

Deloitte will provide Web Services that will be enabled by an efficient, full-featured, cross-browser, cross-platform, browser-based help system that allows clients to search frequently asked questions by keywords and/or phrases. The help system is accessed individually from the end user's browser.

Deloitte will leverage existing navigation features to meet the MCSD system navigation requirements including intuitive navigation which allows the user to view the next logical step in the process, allows them to select another topic, return to sub-menus, or return to the main menu.

4.4 Pre-Screening and Preliminary Eligibility

Deloitte will work collaboratively with DSS SMEs to develop the business rules for the pre-screening service. The business rules for each program in the pre-screening service will be determined during the design sessions. The Deloitte team will leverage it's rule templates from other states as a basis for discussion with DSS SMEs.

The Deloitte solution for the pre-screening service will provide a series of screens, which will allow the client to determine potential eligibility. These screens will have the capability to be viewed, printed locally, or printed at DSS and mailed to clients. The base solution utilizes dynamic scheduling of screens and data elements to accelerate the screening process. Deloitte will make sure that the pre-screening service will work with the State standards for compliant browsers to facilitate viewing the screens and using to the pre-screening service. The ability for users print pre-screening screens is a requirement the pre-screening service will meet.

The Deloitte solution for pre-screening service will provide a potential eligibility summary screen that can be viewed, printed locally, or printed at DSS and mailed to clients. The summary screen will provide a listing of potentially eligible/ineligible statements based on the programs selected by the client. The service will contain printing functionality.

The Deloitte solution for pre-screening service will provide clients with options for next steps based on pre-screening results. Deloitte will work collaboratively with DSS to determine appropriate next steps during design. The pre-screening service will allow a user to view next steps. Deloitte will work with DSS to determine the appropriate next steps for each program included in pre-screening. This screen will also provide users with the opportunity to proceed to the online application to apply for benefits.
When a client is pre-screened as potentially ineligible, Deloitte's Web Services solution will inform the client of other options for requesting services. Deloitte will work collaboratively with DSS to determine other options during design.
4.5 Client Accounts
Deloitte's proposed solution allows users to create a secure account that provides them access to various functions including returning to access and complete unfinished applications.
Deloitte's proposed solution will provide existing EMS clients 24x7 access to view their current case information, as well as the ability to submit any necessary changes to their caseworker using the same web account. This includes a DSS provided interface with EMS and ConneXion.
Deloitte's proposed solution has the capability to link MCSD temporary client accounts to existing client accounts in EMS by allowing the user to enter State prescribed, personally identifiable information that verifies client case status. To link these accounts with existing cases in EMS, our solution will provide an interface for clients to access their active status by entering a combination of personal information such as social security number, client ID, and case number, in accordance with State security standards. The solution will also allow workers to manually link temporary account ID with Permanent EMS ID's.
Deloitte's solution for account creation and authorization of external client processes, will fully comply with DSS' security requirements. Client personally identifiable information will be securely captured and/or maintained in full compliance with HIPAA and Social Security requirements. Deloitte's team will work closely with DoIT to confirm that the established State standards and policies are strictly adhered to.
Deloitte's solution will have the capability to pre-fill the web screens as well as each of the system generated forms when required. Information stored in the EMS or MCSD databases can be used to populate initial application, redetermination, and change reporting screens and forms with pre-filled data to confirmed system users.
Deloitte's proposed solution has the capability to be customized to collect various client preferences including details around how clients would like to receive web generated communications. After logging into the Landing Page the user will be able to access and update their preferred method of communication at any point in time.

Deloitte's solution will confirm that the client data collected is readily available to workers with various roles and access levels. Our solution will provide an inbox of user submissions to workers (customer service representatives, etc.) whose identity has been confirmed and whose role meets required security access standards to view this data. Deloitte will design the solution to be customizable at a role and function level. As an integrated team of Deloitte and State personnel, Deloitte will collaborate during design sessions to meet and potentially exceed the client accounts requirements for the Customer Service Representative access.
Deloitte's solution will provide clients with the ability to provide credentials to gain access to the specified information. Deloitte's solution provides roles-based access to various data and functionality throughout the application. Clients who have a valid account will have the ability to view current case details, statuses and any other information defined during the Design Phase. The solution is completely customizable to allow for clients to view various case and transaction status details through the client web application once they have created and confirmed a user account.
Deloitte's solution will have the capability to interface in real-time with EMS and/or ConneXion and the Document Management and Workflow Service to provide an up-to-date tracking mechanism for users to manage certain tasks that need to be completed.
Deloitte's solution will provide the infrastructure for collecting the data required to confirm through an interface that a client is known to an external system, such as EMS or ConneXion. Once confirmed, the link between our MCSD solution and the external system is stored, thus providing the user access to various data and/or functionality.
4.6 Submission of Online Applications
Deloitte's solution will contain a single, integrated, shared front-end application for data collection services. The service is flexible enough to dynamically collect only the data required based on programs being applied for, previous responses, or special business rules. Data is logically mapped to each web screen, and screens that collect similar data are grouped into modules. The service manages the volume of combinations and permutations that result as the number of programs and services increase.
Deloitte will work with DSS to develop data validation rules for each user enterable field.
Deloitte's online application service will promote consistency by incorporating built-in validations. Deloitte's solution contains a flexible and scalable data validation service that contains an efficient repository of commonly used edits and messages.
Deloitte's online application service will display field-based online instructions to aid constituents as they proceed through the application process.

The Deloitte solution will allow clients to save their application and come back and authenticate and edit their saved application prior to submission. Deloitte integrates the save and exit feature on each page of the online application, providing the ability for a client to stop and save their application at any point in time prior to submission. This feature is designed to be easily recognizable and consistently appears in the same area on each screen.

Deloitte will work with DSS to design and develop a Worker Dashboard which will provide the ability for DSS workers to access tasks and manage client submissions (i.e., applications, redeterminations, change reports, verifications, etc.) received through the Web Services. In addition, the Worker Dashboard will expose reporting capabilities which allows DSS workers to request or view reports of aggregated data collected through the Web, Telephony and Document Management, and Workflow Services. The Worker Dashboard provides a personalized view of the tasks, and other critical information. Applications submitted through the online application service will be routed to the Worker
Dashboard for approval by a DSS worker. The assignment of this task will be handled by the workflow capabilities of the IBM FileNet Process Engine. Deloitte will work with DSS
during the design phase of the project to determine the functionality and design of the approval and verification screen as well as the application review screens.

The online application service will allow clients to locally print a completed application. This functionality is provided through the creation of a PDF which can be saved, printed locally, or printed at DSS and mailed to clients.

Deloitte's online application service provides the ability for clients to electronically sign their applications prior to submission. Deloitte will include structured database tables specifically designed to securely maintain electronic signature data separate from other application data. This information is protected through use of audit trails and database permissions that keep it from being edited or deleted.

The driver component of the Deloitte framework is a screen queuing mechanism that automates navigation through the application. The driver guides the client through the appropriate data collection screens thus allowing the application to present the client with only relevant modules, screens, and data elements in response to the programs selected, the questions answered, and the household's circumstances.

Deloitte has proposed the Corticon Business Rules Management System as the rules engine software to be used by the Web Services of the MCSD solution. This includes Corticon Business Rules Modeling Studio which provides a user friendly application for rule modeling. With the Corticon Business Rules Modeling Studio, no programming skills are necessary to learn how to model rules, analyze them for logical errors, and test the execution of even the most complex decision-making logic.

Deloitte will provide training on the Corticon Business Rules Modeling Studio to authorized DSS staff. The training will include hands-on product experience with Corticon that emphasize proper and efficient use of the Corticon Business Rules Modeling Studio, confirming that authorized DSS staff has the skills necessary to model, analyze, and test rules and decisions.

Deloitte's online application service provides a submission confirmation page to clients at the end the online application process which serves as a receipt of submission. This page identifies the type of document that was submitted and the location the document is being routed to. In addition, a dynamic list of verifications will be displayed to the client based off of the information they provided throughout the application. These documents can be printed locally by the client or printed at DSS and mailed to the client.

Deloitte's solution allows applications submitted through the online application service to be routed to the Worker Dashboard for verification and approval by a DSS worker. The DSS worker will have the ability to view the application for approval and edit the application if necessary. This functionality will be facilitated through an approval and verification screen. The DSS worker will have the ability to electronically submit the application to EMS and/or ConneXion. The transaction of this data will be handled through an industry standard Web-service interface. Deloitte will work with DSS during the design phase to determine what data, and the format of the data that will be passed through this transaction.

Deloitte's online application service will allow clients to add or change programs without restarting the application process from the beginning. Clients can navigate back to the start application summary screen at any point prior to submission and add additional programs to the application or remove currently selected programs.

4.7 Change Reporting

Deloitte's change reporting solution will provide clients with a means to submit changes via the web such as but not limited to: address changes, adding/removing individuals, and change of employer/income. The solution will capture case information updates for household circumstances. This application allows clients to report changes on various types of case information and can even customize the information available to update for each type of benefit.

Deloitte's change reporting solution will provide clients with the ability to provide credentials to gain access to their application data and update their current household circumstances within the system. The solution will interface with the State of Connecticut's current eligibility and registration systems to retrieve up-to-date information.

Deloitte's Change Reporting solution will provide a unified and consistent look-and-feel to Connecticut's online community. Deloitte will work with DSS subject matter experts to create screen mock-ups that follow the standards published by the Department of Information Technology (DoIT) and that will provide a consistent look and feel as the screens developed across the MCSD integration solution. Deloitte will work with DSS to assess and accept the user interface requirements and use case models relevant to the online application solution. Deloitte will work with DSS during requirements design sessions to develop the help functionality as well as the field level validations which are on each page of the online application.

Deloitte's change reporting solution has the functionality to start a change form and then save that form to be accessed and completed at a later time. Deloitte will work with DSS subject matter experts to create the DSS process by which a client would be able to save their changes and at what point a partial change can be saved.

Deloitte's change reporting solution has the capability to allow the client to provide an electronic signature as part of the submission process. Deloitte will work with DSS subject matter experts to create the detailed screen design and text. This page will capture the information necessary for submitting an electronically signed application.

Deloitte's change reporting solution will capture, report, and inform clients of the date and time that a change was submitted. DSS policy will dictate timeframes for processing and completion of submitted changes.

Deloitte's change reporting service will provide clients with clear direction and information when completing an online change report. The receipt generated will have the ability to be printed out, requested by mail or by email by the client. The receipt will contain the date/time stamp, the type of document, client identifying information, and a checklist of next steps which are dynamically built based off the client's changes. The receipt will be designed specifically according to guidelines outlined in DSS policy in regards to what information requires verifications, what types of verifications are accepted, and the time frame allowed for submission of those items.

Deloitte will work with DSS to design and develop a worker dashboard that will provide the ability for DSS workers to access tasks and manage client submissions received through the three intake services (Web Services, Document Management, and IVR) of the MCSD Integrated Solution Platform. The worker dashboard will expose reporting capabilities which allows DSS workers to request or view reports of aggregated data collected through the three intake services. Change reports submitted through the Online Change Reporting Service will be routed to the worker dashboard for approval by a DSS worker.

4.8 Online Redeterminations

Deloitte's redetermination solution will provide clients with a method for initiating redeterminations online on a 24x7x365 basis. After successfully logging into client case information, the solution will alert clients to the need to submit a renewal. Accessing EMS and/or ConneXion in real time the redetermination module will display existing data to the client for updating and changing for submission.

Deloitte's redetermination solution will allow for viewing/printing/e-mail/online entry of program-specific redetermination forms. The MCSD Solution Platform will provide flexibility to the clients in allowing them to renew programs individually or together by combining questions and data from each program into one cohesive application. At the end of the redetermination the application will provide clients with clear direction and information at time of submission. The Redetermination module itself will provide the ability for clients to complete a redetermination online and at the end will provide users with a variety of options for keeping a record of the completed online redetermination by viewing, printing locally, printed at DSS and mailed to clients, emailing, or providing access for the clients to view at a later time.
Deloitte's proposed redetermination solution has the capability to start a redetermination and then save that form to be accessed and completed at a later time. Deloitte will work with DSS subject matter experts to create the process by which a client would be able to save their changes and at what point a partial change can be saved.
Deloitte's redetermination solution has the functionality to start a redetermination and then save that form to be accessed and completed at a later time. Deloitte will work with DSS subject matter experts to determine the timeframes by which a determination can be started and when it must be completed in order for the client's benefits to continue without a break in coverage. This message will be presented to the client not only when saving a partially completed redetermination but also when the client logs in to check their benefits status.
Deloitte will work with DSS to design and develop a worker dashboard which will provide the ability for DSS workers to access tasks and manage client submissions received through the Web Services. In addition, the worker dashboard will expose reporting capabilities which allows DSS workers to request or view reports of aggregated data collected through the Web, Telephony, and Document Management and Workflow Services. Redeterminations submitted through the Online Redetermination Service will be routed to the worker dashboard for approval by a DSS worker. The assignment of this task will be handled by the workflow capabilities of the IBM FileNet Process Engine. Once generated, the task will be populated to the appropriate worker's dashboard. The DSS worker will have the ability to view the redetermination for approval and will also have the ability to edit the redetermination if necessary. The DSS worker will have the ability to electronically submit the redetermination to EMS and/or ConneXion. Deloitte will work with DSS during the Design Phase to determine what data, and the format of the data that will be passed through this transaction to EMS and ConneXion.
Deloitte's redetermination solution has the capability to allow a client to electronically sign the redetermination form. Deloitte will work with DSS subject matter experts to create the screen design and text. This page will capture the information necessary for submitting an electronically signed application. The applicant may choose to view, print locally, or print at DSS and mailed to clients the e-signature page which contains important policy information. Deloitte will work with DSS during requirements design sessions to develop the functionality as well as the legal text which is on the electronic signature page. State and federal regulations will be taken into account to maintain compliance.

Deloitte's redetermination solution will capture and inform clients of the date and time by which a redetermination was submitted. DSS policy will dictate timeframes for processing and completion of redeterminations.

Deloitte's redetermination solution will have functionality to control screen progress and display logic based on the defined business rules. During design sessions Deloitte will discuss with DSS the questions necessary across programs that must be part of the redetermination.

Deloitte's use of business rules across programs will make the redetermination process streamlined for the client so that they only are required to answer the necessary questions based on previous data entered. Deloitte will incorporate in the solution a decision support system that is capable of evaluating predefined rules on a specified set of data. This decision support system will drive queue logic which evaluates data entered to schedule pages within the application. This component will automate these decisions and will allow DSS to customize and quickly adapt their business rules as the needs of the business change.

Deloitte's redetermination solution will provide clients with clear direction and information when completing an online redetermination. The receipt generated will have the ability to be printed out, requested by mail or by email by the client. The receipt will contain the date/time stamp, the type of document, client identifying information, and a checklist of next steps which are dynamically built based off the client's changes. The receipt will be designed specifically according to guidelines outlined in DSS policy in regards to what information requires verifications, what types of verifications are accepted and the time frame allowed for submission of those items. The receipt will have the ability to be
printed locally, emailed, or requested to be printed at DSS and mailed to the client. It will include at a minimum the date/time stamp, the type of document submitted, the client identifying information, and a dynamically generated verification checklist.

4.9 Custom Generated Paper Forms

Deloitte's solution uses client input entered during the application, redetermination, and change reporting processes to dynamically generate an itemized verification checklist. Once an online transaction has been submitted a verification checklist, which identifies the needed verifications and the acceptable sources of verification, is dynamically generated and displayed to the client. The checklist maps the data entered throughout the web process with the documents required by the State to confirm the necessary application data for the programs for which the client has applied.

Deloitte's Custom Generated Forms Service will have the capability to auto-generate and pre-fill forms with information provided by the client during the application, redetermination, and change reporting processes. An interface will exist between the Web Services and the Custom Generated Forms Service. Deloitte will work with DSS during the Design Phase to determine the type of forms that will be generated including, but not limited to, employer/verification and bank account verification forms as well as the client information that will populate these forms.

Deloitte's Custom Generated Forms Service will provide the ability for forms to be viewed through the client's web browser and printed locally, or emailed to the client during the online session. Each of the forms generated through the Custom Generated Forms Service will be passed back to the requesting Web Service through the Forms Service and displayed directly in the client's web browser. The client can then view, print the form locally using the browser's print capabilities, or printed at DSS and mailed to clients. The Web Services will also provide the option for the client to provide their email address so that forms can be delivered via email. Deloitte will work with DSS during the Design Phase to determine the design of this email functionality.
Deloitte will work with DSS during the Design Phase of the project to design forms, applications, and documents. These forms will provide client instructions based on program rules and DSS policy. In addition, the forms will be designed so that clients can easily and efficiently complete the form. Deloitte will work with DSS to determine which forms, applications, or documents will be made available through the Web Services of the MCSD Solution. Deloitte will work with DSS to evaluate the current state of the forms and provide support in redesigning or simplifying the forms based off of our past experience in developing public facing forms available via the web.
Each form dispatched to the client through the Custom Generated Forms Service via email will be in PDF format. When an email request for a form is received from the client through the Web Services, the Custom Generated Forms Service will route the requested form to the client's email address. Upon receiving the form through their email the client will have the ability to display the form through any PDF viewing software, print the form locally, or save the form to their computer or any other storage device. Deloitte will work with DSS during the Design Phase to determine what data is populated into the forms and any associated security protocols that may be required to protect the privacy of the client.
Deloitte's solution will provide a receipt to clients upon the submission of a form or document. The receipt will identify the type of document that was submitted, client identifying information, and the submission date and time. Clients can view the receipt, locally print the receipt, print at DSS and mailed to clients or request to have the receipt emailed to their email account. Furthermore, a dynamic list of verifications will be displayed to the client based off of the information they provided. This checklist identifies the needed verifications and the acceptable sources of verification.

Deloitte's solution contains a flexible and scalable data validation service that contains an efficient and complete repository of commonly used edits and messages. The validations range in depth from commonly used data validations to more specialized program specific validations. This repository will be utilized as a resource while Deloitte works with DSS to identify edits for each user enterable field that requires validation. Deloitte pair each of these data validations with a corresponding user friendly message that provides instructions to the end user on how to correct errors. The messages use plain and simple English and explains in detail what the user needs to do in order to resolve the issue. The data validation service provides the ability to categorize messages into three different categories: Errors, Warnings, and Notices. Each of the messages is visually clear and easily identifiable to the user.

Deloitte will work with DSS to design and develop a worker dashboard which will provide the ability for DSS workers to access tasks and manage client submissions received through the three intake services (Web Services, Document Management, and Call Center) of the MCSD Integrated Solution Platform. The worker dashboard will expose reporting capabilities which allows DSS workers to request or view reports of aggregated data collected through the three intake services. Electronic Forms that are generated and submitted through the Online Application, Change Reporting, or Redetermination Services will be routed to the worker dashboard for approval by a DSS worker. The assignment of this task will be handled by the workflow capabilities of the IBM FileNet Process Engine. The DSS worker will have the ability to view the submission and the associated electronic forms for approval and will also have the ability to edit these items if necessary. If the DSS worker chooses to edit the submission, they will be driven through a series of review screens which allow them to make the appropriate
updates and save a new version of the submission and electronic forms. The worker edited version of the submission will be stored in the same electronic case folder as the original. Deloitte will work with DSS during the Design Phase of the project to determine the functionality and design of the approval and verification screen as well as the review screens. The DSS worker will have the ability to electronically submit the information to EMS and/or ConneXion. The transaction of this data will be handled through an industry standard web-service interface between the worker dashboard and EMS and ConneXion.

4.10 Tracking and Reports

Deloitte's MCSD reporting solution has the capability to provide detailed statistical reporting for DSS staff. Deloitte's reporting solution will allow stakeholders to gain critical insight into the large amount of data that is collected by the MCSD solution on a daily basis by just a few clicks of the mouse. The Information Builders' WebFOCUS application supports template based reports and also provides an interface to create and customize the style and templates for the reports.

Deloitte's solution will provide detailed statistical reports for DSS management including:

- Number of applications
- Redeterminations
- Changes (by type)
- Inquiries

In addition Deloitte has the capability to develop additional types that would be helpful to DSS. The actual parameters and measures of the detailed statistical reports will be defined during the requirements gathering phase of the SDLC. The details of the reports, including the look and feel, will be further shaped and tailored to meet the needs of DSS during the design and testing phases of the SLDC. DSS will be offered a wide range of presentation options to choose from such as tables, line graphs, and pie charts.

Deloitte's solution will provide program-specific statistical reporting. The report specifications will be defined during the requirements and design phases of the SDLC. The parameters, measures, and presentation outputs will be customizable. DSS will be able to control who has access to program data and to what level of manipulation report users may have. DSS can grant the ability to request reports on demand and export results to Excel for further manipulation to specific groups or individuals.

Deloitte's reporting solution has the capability to sort by caseload, worker, office, region, or any additional criteria determined during report design. Users can select the data subset they are interested to view in a report. Users can select what specific columns they want to sort results by in an ascending or descending order, create filters at run-time, define new calculations, and display data as a bar, line, or pie chart. Users are able to interact with the reports both before and after the report has been executed.

Deloitte's solution has the functionality to allow detailed ad hoc reporting capabilities for DSS users. Through Deloitte's proposed ad hoc reporting solution, State users will be able to have access to the DSS data in a flexible way and support impromptu data requests in a quick and easy manner. Business users can create their own analyses and reports in a Microsoft Office-like environment that guides them through the duration of the reporting process. Users create reports via wizards that guide users through the creation of parameter pages, filters, calculations, etc. Users can insert items in a report through a seamless drag and drop interface.

Deloitte's solution for ad hoc reporting has a metadata layer where a logical view of the data sources is defined and is shared with the Information Builders tools. With this cohesive front, there is a single, common definition of enterprise data that satisfies user requirements in a consistent manner. Besides standard reports, Deloitte will build ad hoc reporting functionality.

Deloitte's proposed training solution will empower DSS to build and modify ad hoc reports using the functionality of WebFOCUS InfoAssist combined with clear, descriptive training materials. To compliment the intuitive user-interface of the tool, DSS will be provided with broad documentation for creating ad hoc reports. The Deloitte team will implement participant guides, user manuals, and quick reference guides. Deloitte will produce these training materials as stand-alone resources, including step-by-step instructions as well as samples and exercises to confirm the information can be retained over a variety of delivery methods.

Deloitte's solution using Information Builders has the capability to integrate data across the platforms, including web, IVR, and document management. Information Builders is able to connect to a variety of data sources.

Deloitte's solution will provide reports that show the status of saved/submitted applications. These report specifications will be defined during the requirements and design phases of the SDLC. The parameters, measures, and presentation outputs will be customizable.

4.11 Online Automated Workflow

DSS' standard applications will be redesigned to support automatic form-recognition. Upon receipt these forms will be automatically recognized, indexed, and transferred to the appropriate DSS work queue or caseworker for further processing. To promote automation of the unstructured documents, Deloitte proposes the use of a bar-coded coversheet. For the indexing information not available on the coversheet, users will be allowed to key in or select from drop downs and search lists the appropriate metadata for the document. Based upon this information, the IBM FileNet Process Engine will execute the appropriate workflow. During the requirements phase, we will work with DSS staff to define an efficient set of workflows to be automated through the document management and workflow service. Deloitte will also identify the specific documents that should be assigned to a particular workflow.

Deloitte's solution will operate using a rules engine and will have the capability for modification by DSS. The flexibility to make these changes will be available to DSS approved workers to minimize the delay in addressing the new business requirements. This functionality will allow DSS to define, and refine, the processes that occur within offices, while at the same time allowing the flexibility required to handle ad hoc workflow changes or accommodate processes that require extensive human intervention. IBM FileNet's Process Engine and Process Builder will enable the rapid development, deployment, and maintenance of workflows while enabling proper audit and security of the workflows.

Deloitte will work with DSS to design and develop a Worker Dashboard that will provide the ability for DSS workers to access tasks and manage client submissions received through the Web Services. In addition, the Worker Dashboard will expose reporting capabilities which allows DSS workers to request or view reports of aggregated data collected through the Web, Telephony, and Document Management and Workflow Services. The Worker Dashboard provides a personalized view of the tasks, and other critical information needed by DSS staff.

Applications submitted through the Online Application Service will be routed to the Worker Dashboard for approval by a DSS worker. The submitted application will trigger the generation of a task that will be assigned to the appropriate DSS worker notifying them that an application has been submitted and requires action. The assignment of this task will be handled by the workflow capabilities of the IBM FileNet Process Engine. The task will be populated to the appropriate worker's Dashboard. The DSS worker will have the ability to view the application for approval and will also have the ability to edit the application if necessary. The DSS worker will have the ability to electronically submit the
application to EMS and/or ConneXion. The transaction of this data will be handled through an industry standard web-service interface between the Worker Dashboard and EMS and ConneXion.

The proposed system must track the timeframes for returning verification documents based on program rules and DSS policy to be determined during the design phase and notify the appropriate DSS worker or work group when these timeframes have lapsed.

Deloitte's proposed solution will track the timeframes for returning verification documents based on program rules and DSS policy. Deloitte will work with the State to establish timelines and escalation procedures for verification documents. Our solution supports automatic routing of tasks through built-in escalation mechanisms within the workflow models.

Telephony

5.1 Hardware and Software Requirements

The vendor must provide a list of hardware and software which they will need to implement their products and services. This will include, but not be limited to:

- Switches;
- T1s or other digital configurations of voice-telephony carrier facilities;
- Servers;
- Telephony Cards;
- Automated outbound calling;
- Telephones; and
- Headsets.

Deloitte will work with DSS to identify and assist in the purchaseing of the product directly through existing State of Connecticut contracts, GSA or if needed the ITB process.

Deloitte understands that the programs required to access EMS (Inquiry or Update) will be developed and implemented by DSS staff and the programs required to access ConneXion (Inquiry or Update) will be developed and implemented by ConneXion contracted vendor staff. Deloitte will develop and use the account inquiry shared service to provide a standard mechanism for legacy system interactions. The MCSD Solution Platform will use messaging to send a request to the legacy systems via the account inquiry shared service. Deloitte work closely with DSS to determine the types of transactions and detailed data specifications for this interface.

5.2 Virtual Call Center

Deloite will direct, design, and manage the intergration of the IVR and Phone system including the development of the IVR interfaces.
Deloitte will needs to work with IVR and phone vendors to get the IVR/Virtiual call center operational.

The proposed system must initially accommodate three physical call centers, approved by DSS, DoIT will house the hardware and linked to form one virtual call center. The system must be able to route calls based on smart routing to a minimum of 3 Customer Service Rep sites. The system must initially support 120 Customer Service Reps and be easily expandable to 200. Deloitte's proposed IVR and Call Center Service will be initially sized to meet DSS' needs of establishing a virtual call center supporting 3 Customer Service Rep sites accommodating up to 120 CSRs. The solution is a single system that can support multiple locations. Deloitte will configure the solution to support three separate sites. The system can be expanded simply by adding additional call center agent licenses and appropriate call center representative hardware. Deloitte has also confirmed that the contact center will be fully integrated with the hosted IVR. The number of remote sites supported is based on OpenScape Voice with the OpenScape Contact Center Enterprise application configuration. OpenScape Voice supports users that can be distributed across the enterprise locations throughout the IP network.
Deloitte's proposed IVR and Call Center Service will allow for calls to be routed to the next available Agent regardless of agent location. The OpenScape Contact Center Enterprise solution is fully integrated with the IVR allowing calls to be transferred to the appropriate call center agent based on the clients specific needs. Routing Strategies will be developed in conjunction with DSS to allow the system to identify client needs and route the call to the appropriate agent. The Call Director feature proposed for DSS provides front-end menus, announcements such as position in queue or estimated wait time and collects digits that have been input by callers for identification purposes. Call Director provides up to 20 performance messages for a queue. Deloitte will work with DSS to define appropriate routing strategies based on DSS needs.
Deloitte's proposed IVR and Call Center Service will have the flexibility to dynamically reassign lines when needed. The proposed OpenScape Contact Center (OSCC) Manager Desktop includes a powerful scripting tool called the Design Center that is used to define routing and queue processing flows, as well as other parameters associated with the call center configuration.
Deloitte's IVR and Call Center Service will support smart routing logic priorities. Deloitte will work with DSS to define routing strategies for the MCSD Solution Platform. As part of Joint Application Development Session, Deloitte will work with DSS to determine the routing priorities. Deloitte solution has skills-based routing for DSS to provide advanced intelligent routing. With the proposed skills-based routing, a virtual group concept is utilized and defined as a collection of users who share certain predefined skills.

Deloitte's IVR and Call Center Service will handle calls consistently with equitable workload balancing. The networking feature for the OSCC Servers route and load balance calls across sites supported by the servers and provide centralized real-time monitoring and consolidated reporting. Load balancing is configured with the voice networking flow and is used to determine whether to distribute a call to a network site.

Deloitte's solution will use the Deloitte System Development Playbook method allowing DSS to fully test the system and confirm it is working according to the specifications.
The Systems Development Playbook method is an integrated set of processes and supporting assets for building and delivering high-quality software solutions using
distributed application development teams. The Playbook was developed using knowledge and practices from Deloitte's collective experiences with a focus of building sustainable and predictable project delivery for complex software solutions.

Playbook supports the activities that are executed during the project life cycle—from project initiation and planning to deployment of the final product and project closure. The Playbook is compliant to CMMI Level 3 process maturity expectations. The test environment which is a copy of the Production will be used to test real-life scenarios including
agents and supervisor desktops.

A full-fledged testing environment which emulates Production will be made available for testing and validation purposes. Testing Scripts will be created in conjunction with DSS.
As a function of the MCSD Solution Platform, the IVR component will follow the standard MCSD development and testing methodology to be implemented for the functions of the solution. As a part of the MCSD technical infrastructure, a testing environment will be created and maintained to provide DSS an environment to test the changes and functionalities of the IVR function. To provide a precise representation of the production environment, the testing environment for the IVR function will be integrated with the other MCSD Solution Platform functions to provide a testing solution to evaluate the system changes.

Deloitte's solution will provide Screen pop capability to Call Center Agents. Screen Pop will show case relevant information as a subset of the MyAccount screen for the call to be transferred. The proposed Agent Desktop client with OSCC Enterprise provides an automatic screen pop synchronized with the arrival of each call at the agent's desktop.

Call Center workers will have the ability to access the screens and help information as the clients. However they will not be able to view the data that the client is entering into the screen.

5.3 Interactive Voice Response to Generic and Case Specific Questions

Deloitte's solution will have the capability to perform:
- Security validation for clients
- Provide case status Information
  - By programs
  - By individual
- Provide redetermination date and status by program
- Provide current benefit amounts
- Provide status of document/workflow
- Provide EBT link to EBT Vendor
- Provide capability to request medical CONNECT cards
- Provide case worker information

A uniform strategy for client validation will be developed with DSS input. Deloitte will work with DSS to define a call flow which is flexible and easy to use. The solution will also cater for certain situations where a case may be flagged for restricted/prohibited access, even if the caller is authenticated. The IVR solution will be tightly integrated with the self-service web portal.

Deloitte's solution will provide the capability for clients to access:
- Generic Program Information
- General Office Information

Deloitte will work with DSS to design a flexible call flow as well as a call menu which will allow clients to get the general information in the shortest possible time with easy navigation.

Deloitte's solution will comply with federal (HIPAA and Social Security) security requirements as well as DoIT and DSS security requirements. Deloitte's MCSD Solution Platform is designed to meet the requirements of the highest information security standards around HIPAA/SSA - to help confirm confidential caller information stays confidential. Deloitte's best practices scorecard/checklist contains items related to HIPAA compliance. HIPAA compliance is thus confirmed in the requirements and design phase itself before development begins. Deloitte's MCSD Solution Platform takes into account today's regulatory world and is fully compliant with the requirements and standards of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The vendor must provide the capability for DSS to create and install emergency and informational messages.

Deloitte's proposed solution will have the functionality of:
- Recording Announcements and Emergency Messages
- Enabling IVR to play Emergency Messages

Deloitte will work with the IVR vendor to develop outbound calling capabilities to place outbound calls to customers based on client criteria. Outbound calls can be informational only or they can be fully interactive, allowing customers to get information, update their accounts, or be transferred to a live agent.

5.4 Answers to FAQs

Deloitte will assists the IVR service in developing pre-recorded information based on FAQ and other program information to the callers in addition to the interaction portion of the IVR functionality that accesses the application database. As a part of the requirements and design process of the project, Deloitte will work with DSS to determine the content of the recordings.

Deloitte's IVR Information System Component will provide a flexible taxonomy as well as tree to allow clients to easily browse through the FAQ. Deloitte will work with DSS to create a flexible grammar based system which supports replay, topic selection, return to sub-menu, return to main menu and the capability to transfer to a agent.

Deloitte's IVR Information System Component will be provided to DSS with support for both English and Spanish languages. Spanish translation of the messages will be provided by DSS and Deloitte will be responsible for providing the necessary professional recordings for these scripts.

Deloitte's IVR Information System Component will provide a demonstrated implementation methodology. As part of the IVR development process, Deloitte will work with DSS to develop the content of the pre-recorded FAQs and any other pre-recorded program information that the IVR system will make available to the callers. Deloitte will work with DSS to create a repository of FAQs each of which will be tagged to a list of potential questions. Each of the FAQs will be recorded using professional voices and stored in the database. Whenever we receive a call, based on the type of information the user is requesting, the appropriate FAQ will be retrieved and played.

5.5 Request Applications/Redetermination/Changes/Forms

Deloitte's IVR and Call Center services will provide functionality for forms to be mailed or emailed at the completion of a call. The Telephony Services will use the Custom Generated Forms Service, designed and developed to accept requests for forms by the client initiated through the IVR system Deloitte will work with DSS during the Design Phase to determine the type of forms, the layout of the forms, and the format of the data that is sent and returned through this interface. Deloitte's solution will provide the client with the capability to indicate that they would like have the forms) mailed or emailed to them. Mail requests will be forwarded to a DSS print queue/file using a batch process which will be executed on a predetermined schedule. Email requests will be passed by the Web Services to the Custom Generated Forms Service along with the clients' email address.
Deloitte's IVR and Call Center services implementation will involve DSS personnel throughout the software development cycle to develop DSS policy compliant functionality and scripts for form generation, mailing and email. Deloitte will work with DSS to develop flexible functionality including scripts for Form Generation, Mailing and e-Mailing.
5.6 Tracking and Reporting
Deloitte's solution will provide statistical telephony reports for DSS through OpenScape Contact Center Enterprise Report Center and CSI Voice Portal. Deloitte will work with DSS management to define the structure and delivery mechanism of detailed statistical reports. DSS can choose from a range of statistical values for blended or media-specific reports.
Deloitte's solution will provide sortable reports based on a number of parameters. The actual parameters list will be confirmed with the State during design sessions. Reports can be viewed on-demand or scheduled to run on a daily, weekly or monthly basis. Additional output options include email, printing, or content export to Excel, HTML, PDF or text file.
Deloitte's solution will provide detailed ad hoc reporting capabilities. Out of the box, Voice Portal and OpenScape Contact Center Enterprise Report Center provide the tools necessary to collect and store custom data field for ad hoc reporting purpose. OpenScape Contact Center Report Center provides both predefined and ad hoc report generation. DSS users can choose from a range of statistical values for blended or media-specific reports.
Deloitte's solution will provide a number of methods of recording calls are available as part of the MCSD. This includes call recording on demand (through agent desktop), automatic call recording for certain types of calls (configurable) and random call recording.

Deloitte's solution will provide conferencing capability with supervisors and other 3rd parties. Call Conferencing can be done by an agent through the Agent Desktop without the use of any specialized telephony infrastructure. OpenScape Voice supports multiple party conferencing for up to 16 parties.

Deloitte's solution will provide supervisors the capability to "listen in" on active calls. Supervisors have the capability to listen in on active calls locally or from a remote site.

5.7 Technical and User Documentation

Deloitte's IVR and Call Center Service will provide a complete Administrative and user documentation package. This document will provide an overview of the IVR, configuration details, capacity and sizing plan, voice scripts (call trees and call menus).

Deloitte's IVR and Call Center Service will provide a complete documentation package excluding technical development and support.
The System Configuration and Environment Document will be a part of this package. This Document will include Reset procedures the complete MCSD Solution Platform including graceful shutdown and support procedures. Further, the Database Documentation will include Database details including schema diagrams and Meta data details. The Reports document will list procedures for viewing, printing and generation of automated and ad hoc reports. Further, guides will be developed which will showcase functionality.

The vendor must provide administrative software for monitoring multiple sites for IVR in environments along with the appropriate training and training materials.

Deloitte's IVR and Call Center Service will provide administrative software for monitoring multiple IVR sites with appropriate training and training materials. This will include a mix of Performance Reports, OpenScape Call Center Monitoring as well as System monitoring software.

Document Management

6.1 Hardware and Software Requirements

Deloitte will provide a list of hardware and software which they will need to implement their products and services. This will include, but not be limited to:

- Mail Opening Equipment;
- High Speed Scanners;
- Medium Duty Scanners (for offices);
- Workstations;
- Servers;
- Document Storage Hardware;
- Licenses; and
- OCR/ICR Software.

Deloitte will work with DSS to identify and assist in the purchaseing of the product directly through existing State of Connecticut contracts, GSA or if needed the ITB process.

STATE OF CONNECTICUT DEPARTMENT OF INFORMATION TECHNOLOGY
Modernization of Client Service Delivery (MCSD) CT #09ITZ0042
EXHIBIT 1
PROJECT IMPLEMENTATION DOCUMENT; PERFORMANCE OBLIGATIONS

Deloitte will team with Scan-Optics, a leading document processing service provider based out of Manchester, Connecticut to achieve and exceed the imaging operation requirements set forth by DSS.

- Make available sufficient work space within its secure production facility located in Manchester, Connecticut for the daily processing of various DSS information formats such as paper, fax, web and email.
- Scan-Optics will scan and index documents within 48 hours of receiving them assuming that volume is no greater than 3.7 million pages per month and there are 5 index fields.
- One T1 communication line.
- Provide appropriate staffing to handle the daily mail pickup, mail processing, pre-scan document preparation, document scanning, indexing for both OCR and exception processing along with manual data entry as necessary.
- Provide document scanning hardware for capturing paper documents delivering B/W images only, color scanning is not required.
- Provide mail opening hardware.
- Provide PC workstations for indexing and for the processing of other data.
- Provide a Scan-Optics single point of contact, a dedicated Scan-Optics project manager.
- Work under the overall direction of the Deloitte Project Manager.
- Comply with methods, procedures, documentation, standards and controls for the Scanning and Indexing Operations identified by Deloitte and mutually agreed.
- Provide the Deloitte Project Manager, as requested, status information/reports on work plans, schedules, deliverables, acceptance criteria and other work products related to the Scanning and Indexing Operations necessary for the completion of the project.
- Produce status reports and other measurements of status and progress for the Scanning and Indexing Operations and attend project meetings as directed by Deloitte Project Manager.
- Confirm that work products developed by Scan-Optics are of the appropriate level of quality and content as required by the mutually agreed acceptance criteria and jointly created by Deloitte and Scan-Optics.
- Montior productivity/Timeliness processing standards.
- Return certian critial documents to clients (examples are original birth certificates and original drivers licenses).
- Make the Deloitte Project Manager aware on a timely basis of any and all issues and concerns which Scan-Optics becomes aware of relating to the conduct of the project.
- Quality assurance reviews of structured documents that are OCR'd.
- Store post scanned DSS paper documentation for up to 30 days then destroy (on the approval from DSS or Deloitte).
- Develop with Deloitte a plan for the routing of documents that are received via mail as returned items not deliverable for various reasons.

Deloitte understands that the programs required to access EMS (Inquiry or Update) will be developed and implemented by DSS staff and the programs required to access ConneXion (Inquiry or Update) will be developed and implemented by ConneXion contracted vendor staff. Deloitte will develop and use the account inquiry shared service to provide a standard mechanism for legacy system interactions. The MCSD Solution Platform will use messaging to send a request to the legacy systems via the account inquiry shared service. During the design phase of the project, Deloitte will work closely with DSS to determine the types of transactions and detailed data specifications for this interface. Deloitte will work collaboratively with DSS staff to clearly communicate requirements and ultimately facilitate the achievement of project milestones.

6.2 Electronic Case Folders

Deloitte's MCSD Solution Platform provides authorized users with the ability to create an electronic case folder. This electronic case folder, which will be configured to meet DSS business needs, will be created automatically following the successful import of documents to the document library from IBM FileNet Capture. Using meta-data elements like case number, client identifiers, and program type captured during the Indexing process, the electronic case folder will be labeled appropriately to support efficient access and retrieval of documents. The Deloitte team will collaborate with DSS to create a case folder structure that meets the specific business needs of the Department's caseworkers. The electronic case folder will maintain a consistent structure and look for each case within the document management system.

Deloitte's Solution Platform provides an automated as well as a manual option for storing documents in a case folder. Our document management service provide authorized users with the ability to upload and attach documents to a case folder. For documents that are scanned and indexed, our document management service will automate the process for storing documents in an electronic case folder. If the documents are received as a part of a new application, Deloite's document management service will automatically create a new electronic case folder structure and link it with a temporary application number. This temporary application number will be replaced with the permanent case number once the intake process has been completed by the caseworker in EMS or ConneXion. Documents received for an existing case, with a case number that already has an electronic case folder within the document library, will be directly uploaded to that folder.

DSS caseworkers will be able to access these electronic case folders and the corresponding documents through tasks and the document search screen. Deloitte will present DSS with a standard set of search options based on prior experience and tailor to your needs. Deloitte will collaborate with DSS to develop an electronic case folder indexing schema.

Documents receive via fax will be automatically and/or manually linked to the case folder using data captured during the indexing process when there is sufficient information to link the case provided in the faxed documents. For new applications submitted via fax, a new electronic case folder will be created at the end of the indexing process.

Deloitte's MCSD document management service will support document transfers from one case to another through an action initiated from within the MCSD document management service or from a case transfer action from within EMS or ConneXion. The system will allow authorized caseworks to transfer the documents associated with an individual to another case when the person transfers cases by updating the case number in the document management service. The user will be able to update the documents to assign a new case number. The change to the new case number will be recorded in the audit history associated with the case and may be viewable by reviewing the history log. Deloittes solution will support case transfers initiated from the eligibility source system (EMS or ConneXion) through an electronic interface that notifies the document management system when an individual transfers from one case to another in EMS or ConneXion. During requirements and design, we will work closely with the appropriate DSS team to review the different design options to evaluate and determine the solution that is the most fit for DSS.

6.3 Document Imaging

Deloitte's solution will provide a means for indexing that matches the business methodology of the Department. The actual indexing schema will be determined with the State during design sessions. Deloitte's document imaging and document management services use IBM FileNet Capture and IBM FileNet Content Engine.

The MCSD Solution Platform will allow for the import of documents and associated meta-data elements into the MCSD document library. During the design phase of the project, Deloitte will work with DSS to develop an acceptable format for the images and associated meta-data elements that will be exported by DSS from the existing document management systems for ConneXion and EMS. Deloitte's solution will provide normalizing and cleansing of the associated metadata for each exported document before it is imported into the document library so that searches and access will be consistent regardless of the original source.

Faxes are captured in a document imaging solution by one or both of the following methods:
- Electronic fax import through use of the Captaris RightFax fax server.
- Paper faxes are received by a standard fax machine and scanned into Captiva, similar to other paper documents.

The MCSD Solution Platform provides automatic tracking of system assigned batch information. The information is generated by our solution and stored with the documents for later audit and tracking purposes. Our solution will track any information captured as metadata or index data. Deloitte will work with DSS to determine the appropriate information to capture as metadata for documents in the IBM FileNet repository.

The document imaging service for DSS will allow clients, community-based organizations, employers, and others to email electronic copies of documents to a pre-designated mailbox which should be accepted into the capture process and imported into the repository.

Deloitte's document management service includes work queues where unidentified documents can be placed to allow for human interaction to manually classify and index these documents. Additionally, the solution will provide the ability reject (or delete) documents that were scanned or imported but no context can be determined to enable them to be indexed and released to the repository. Within the capture process for the document imaging service, it will include work queues to hold documents that cannot be readily indexed and/or classified.

The document imaging service through bar coding will provide the ability to automatically classify documents and automatically extract index information from identified documents to limit the amount of human interaction required.
Key features (include)
Document Recognition
Document Indexing
Document Folder
The document imaging service will use IBM FileNet Capture capabilities for forms recognition in an attempt to identify each document. The document imaging service will include the ability to automatically classify and index documents that can be identified with reasonable accuracy. Documents that cannot be automatically classified and indexed will still require a staff member to manually perform these activities.

For case related indexing, the solution will support the ability to index documents by the EMS ID. To facilitate easy index assignment, we will provide for a real-time validation of EMS ID, individual member ID, or other similar data that could be cross referenced to identify, assess, and assign index/metadata information automatically to avoid duplicate data entry.

Deloitte will work closely with DSS to determine the required methods for search and retrieval and from there identify the necessary indexes for documents to meet those requirements. Functionality for providing multiple indices for documents to meet this requirement is available in the IBM FileNet Capture and IBM FileNet Content Engine solutions. Deloitte will collaborate with DSS to develop a solution that supports the association of multiple index entries to a single document for new or existing documents.

6.4 Document Library

The document library for MCSD Solution Platform will reside at DSS on the IBM mainframe, the Deloitte team will collaborate with DOIT, and other stakeholders within the DSS organization to install and configure the document library. The average social services verification document is approximately 56KB in size. Deloitte has estimated the disk required for both image and metadata storage to 2.22 Terabytes/year, based on the projected intake of 3.7 million document pages per month as specified by DSS. Our solution has been sized to handle 45 million pages per year.

Deloitte will work with DSS to develop appropriate backup and business continuity methodologies in event of a system failure of any of the hardware or software components of the technical architecture.

The classification of documents coupled with metadata captured during the indexing process will be used to support purging of documents from the document library. Deloitte will evaluate DSS' document retention requirements with respect to program, state, and federal requirements by working closely with DSS program leadership and DSS' legal department. The outcome of this review will be a data retention matrix that outlines how documents should be purged based upon document criteria such as case status, scan date, and document type. These business rules will be captured in our Document Management service, supported by IBM FileNet's Content Engine, to enable automatic and manual execution of the required archive and disposal requirements. the MCSD Solution Platform will also provide authorized users within the DSS organization to manually purge documents based on pre-defined rules or an entirely new rules set. This will be accomplished through an out-of-the-box feature that is available in the administration console of the IBM FileNet Content Engine and IBM FileNet Records Manager.

Deloitte will work with DSS to inventory standard forms and sample case folders to build a base taxonomy for DSS.

The MCSD Solution Platform provides users with an interface that allows them to quickly navigate between clients, cases, and work queues. This will support verification viewing, and ultimately more efficient processing of eligibility determination. IBM FileNet also includes a browsing interface, enabling workers to browse through case folder or client documents, while displaying the available metadata elements and indexing information that was entered by the scanning technician at the Central Scan Facility.

Non-imaged electronic documents that are submitted by clients via email or uploaded via the client portal in their native format can be directly imported into the imaging workflow for indexing. Our document capture service, also provides authorized users with the ability to upload non-imaged electronic documents directly to a case folder to be stored in the document library.

The MCSD Solution Platform will provide support for different types of formats for upload into the Document Library (including)

- Rich text documents
- Compound documents (Word, Visio, Excel, PowerPoint ,etc.)
- Web pages

6.5 Document Search and Retrieval

During the requirements planning efforts, Deloitte will work with DSS to understand the current process and define the future process to develop search parameters that would be most beneficial and readily available to caseworkers in their day-to-day business operations. These elements will be used to construct the indexing and search screens. Document search functionality is standard within the IBM FileNet suite of document management tools. Deloitte will work with DSS to determine the appropriate metadata that should be displayed in the search results.

Access to documents and applications within the MCSD Solution Platform must be pervasive across the State infrastructure without compromising on the security of the client information. IBM FileNet provides an API that allows for the seamless extension of the entire document search and management functionality into an existing system. The worker will be able to access any document that falls under the purview of the role granted to the worker.

Our MCSD Solution platform leverages IBM FileNet to provide multiple layers of access a user can have to a document, ranging from no access, meaning the user does not know about the existence of a document, to full ownership of the content.

The MCSD Solution Platform leverages IBM FileNet to manage access to the object, which consists of the actual file, the metadata or attributes, as well as the relations to versions and renditions, as well as other objects within the repository. Our document management and workflow service will enable DSS to make documents available to a wide range of users without compromising the security of client information.

The IBM FileNet Content Engine, the document library for the MCSD Solution Platform, can be configured "out-of-the-box" to accommodate any search structure/indexing structure required to meet the Department's needs. Parameters like case number, client identifier, program type, and others can be built into the search screen and deployed for immediate use by case workers within the DSS organization. During requirements and design Deloitte will collaborate with DSS to develop a list of the most useful search parameters based on available document metadata. This list will drive the configuration of the document search screen that DSS case workers will access through the Worker Dashboard.

6.6 Workflow for Document Management

Deloitte will work with DSS to understand the current state and its associated pain points/inefficiencies. Deloitte will work with the State to design the future state, capitalizing on the document management and workflow service functionality benefits wherever possible. Deloitte will present solution alternatives that address pain points and opportunities identified during a current state assessment. During these sessions, the Deloitte team will work with DSS to identify alternatives to streamline the To-Be Business Model and develop a model that most suits the structure and organization of the DSS offices.
Conducting a detailed current state assessment and creating a To-Be process will be critical to the overall success of the project. This activity will include the following primary tasks:

- Conduct Strategy Session(s)
- Complete Current State Business Process Assessment
- Confirm Requirements and Develop future state Business Model

The document workflow service will automatically track the type of document scanned and the date/time of scan as well as allow for manual entry of a date/time received if this is different than the time scanned. Additionally, the user who scanned the document and their location and/or workstation identifier will also be tracked with each document image. This information will provide the necessary tracking information when determining the origins of a document for audit and/or fault situations. The MCSD Solution Platform will automatically capture the current date/time as the scan date/time, the user ID of the user scanning/importing the documents, and the IP address of the scan workstation as indexes for each document image. Regardless of whether a document is accessed through a workflow, or through the document search screen, the electronic tag information will consistently be displayed alongside the document.

The MCSD Solution will allow for a nightly EMS alert workflow file to received from EMS and then create a workflow tracking entry.

The MCSD solution will support automatic routing of tasks through built-in escalation mechanisms within the workflow models. Task search and assignment/ reassignment functionality is a standard feature of the IBM FileNet Process Engine, a core component of the MCSD Solution Platform.

Providing supervisors' access to the tasks and work queues assigned to their subordinate workers will be important for reporting and work balancing purposes. The MCSD Solution Platform will allow authorized users to monitor the queues of their subordinates and reassign tasks are necessary. IBM FileNet Process Engine will leverage the role hierarchy and security policies set up in the Novell eDirectory, and will drive role-based access to various supervisory functions within the document management system based on those rules.

The type of workflow enacted of an incoming document can be configured based on any of the metadata available during document intake. Specific workflows will be configured to enact based on the program-type, case number, expedited flag, or any other available element. DSS' standard applications will be redesigned to support automatic form recognition through barcode technology. Upon receipt these forms will be automatically recognized, indexed, and transferred to the appropriate DSS work queue or caseworker for further processing. To promote automation of the unstructured documents, despite their design and content inconsistencies, Deloitte will use a bar-coded coversheet. For the indexing information not available on the coversheet, users will be allowed to key in or select from drop downs and search lists for the appropriate metadata for the document. Based upon this information, the IBM FileNet Process Engine will execute the appropriate workflow. During the requirements phase, Deloitte will work with DSS staff to define a set of workflows to be automated through the document management and workflow service. Deloitte will also identify the specific documents that should be assigned to a particular workflow. During the requirements and design phases, the Deloitte team will work with DSS to define similar workflow activities that would benefit from automation to help DSS achieve greater efficiencies and increase overall client service.

Out-of-the-Box functionality of the IBM FileNet Content Engine maintains a property for each document that tracks its current state. An authorized user before modifying a document will claim ownership of the document using the available "check-out" button. Once a document has been checked out, the other authorized workers with access to the same document will be granted only read-only access.

Deloitte will as part of the requirements gathering and validation, the DSS current process workflow will be documented using a series of staff interviews and local office site visits. Using this as a starting point, Deloitte will work with DSS staff ranging from field workers to senior staff to develop a future state process that alleviates the current pain points associated with paper document processing including the following:

- Timely and detailed recording, distribution, and filing of documents received
- Ability to quickly locate and access previously received documents
- Issues concerning storage of closed cases and purging of outdated information
- Ability to access documents in the case of client, advocate, or legal inquiry
- Duplicate documentation requests to clients, particularly during recertification

Based upon the business process developed with DSS, the solution will be configured to route documents to users based upon the business process and a set of business rules. IBM FileNet's Process Engine and Process Builder will enable the rapid development, deployment, and maintenance of workflows while enabling proper audit and security of the workflows. The Process Builder includes rich conditional logic for task assignment, allowing the process to route tasks intelligently and efficiently.

The MCSD Solution Platform highlights the use of the IBM FileNet Process Engine as the core rules engine to provide workflow automation and inbox functionality. The IBM FileNet Process Engine provides out-of-the box capabilities to create and manage work queues. Work queue priority is an element that can either be configured during the design of the queue or determined automatically based on parameters like number of outstanding tasks. During the design of each work queue it is possible to set a priority that will drive the frequency of allocation of tasks to that queue.

By working with DSS, Deloitte will create a template for outgoing mail envelops that when read by the scanning equipment will be automatically tagged as returned mail. Much like the bar-coded coversheet the indexing information can be built into the envelop itself to automate processing.

Our workflow service is flexible enough to allow for the delivery of multiple tasks to a single user or a group of users. The MCSD Solution Platform will support this requirement through the use of workflow, which will be capable of creating and delivering multiple tasks to the appropriate caseworkers or supervisors at defined times within the life cycle of the case. The MCSD Solution Platform will prevent task assignment to specific work queues.

A standard feature that will be offered out-of-the-box in our solution is the capability to annotate a document without allowing editing or the document. The worker will be able to annotate documents from within the body of the document when viewed within the IBM FileNet Image Viewer.

The MCSD Solution Platform supports multiple levels of authentication for approval and escalation. During the requirements and design phase, Deloitte will collaborate with DSS to understand the different participants who will be required to perform actions at each step in the workflow. The logic to restrict actions by the appropriate staff will only be configured into the design of each task. This process is completely configurable and will be completed through the IBM FileNet Process Engine tool.

For each task a specific recipient caseworker or work queue will be defined during requirements and design keeping DSS' business requirements in mind. The assignment of caseworkers or a work queue to a task is completely configurable through the Process Engine tool. For tasks that require approvals, the MCSD Solution Platform will provide the ability for a worker to electronically sign the corresponding documents or the task itself.

Deloitte will work with the DSS staff to develop a response transaction to the initial push of case and client information. This response transaction will be transmitted once the aforementioned case and clients have been successfully registered within either EMS or ConneXion. The response transaction will contain the real case number and client identification numbers along with the corresponding temporary application ID and the temporary client IDs.

The document management system on receipt of this transaction, through a regularly scheduled batch job, will automatically update the relevant fields within the electronic case folder in the document library. Both the temporary IDs and the change to permanent IDs will be tracked in the audit history for each document and the electronic case folder.

In the MCSD Solution Platform, when a document is scanned, IBM FileNet Capture will extend the captured metadata from the indexing step to the workflow within the IBM FileNet Process Engine. This tool, which is based on the available metadata information, will decide on the type of task to generate, and the worker(s) or work queue(s) to which it needs to be generated. During the state process construction activity, the Deloitte team will develop a map of the DSS Organizational Hierarchy to create profiles of different caseworkers based on their responsibilities and area of knowledge.

The Deloitte team, during the requirements and design of these workflow models, will build into each step the ability to bypass the current or subsequent steps. During the design phase, Deloitte will work closely with the DSS staff to analyze their existing business processes and design a series of individual workflow models that meet the different processing requirements for the intake forms and documents.

The MCSD Solution Platform will allow caseworkers to create their own workflow entries to address the processing requirements of incoming documents and applications. The IBM FileNet Workplace tool will allow creation of a new workflow entry, or launch a new workflow process to track the creation, transfer, and closing of the aforementioned task. In the MCSD Solution Platform, an authorized caseworker will be permitted to forward the task to a defined set of users and work queues based on his role.

The MCSD Solution Platform will manage documents electronically. Documents will be grouped together and made available to the worker in a unified way much like they would be through a paper file in the current environment. Documents submitted together for a case will be logically grouped and transmitted to the worker through a task.

IBM FileNet Process Engine will logically group the incoming documents into a single electronic folder that will be made available to the worker through the task he/she receives. This task will be a single access point for the documents that were submitted by the client through one of the many document intake channels. The task will also provide easy access to the electronic case folder, the electronic case folder will allow the caseworker to access other documents submitted for this case as well, which may be necessary in the worker's day-to-day business practices.

6.7 Management Reporting

Deloitte's solution, leveraging the built-in reporting capabilities of IBM FileNet Capture and IBM FileNet will provide DSS caseworkers the ability to monitor who scanned or retrieved documents. IBM FileNet Capture offers summary and detailed reports for scanner, index, rescan, and other client processes associated with the document capture process. IBM FileNet provides a reporting capability to include system level, audit, workflow, and process reports out-of-the-box. These different types of reports have different scheduling and distribution options associated with each. The full list of these reports will be identified during the requirement sessions with DSS staff to identify the business questions that these reports will need to answer, the layout of the reports in terms of charts and graphs, and the desired output format.

IBM FileNet Process Engine will provide DSS with the ability to produce a variety of workflow reports at the detailed and summary level.

Deloitte's proposed solution has the functionality to allow detailed ad hoc reporting capabilities for DSS users. The ad hoc reporting solution allows State users to have access to the DSS data in a flexible way and support impromptu data requests in a quick and easy manner. IBM FileNet allows for data extraction, however the level of effort to send data from IBM FileNet to an external database for supporting reporting requirements may be prohibitive. The Deloitte team will evaluate the level of effort against using the IBM FileNet native tools as part of the project. A different tool such as Business Objects, and a separate skill set may be required based upon the State's desires.

If the level of effort is in line with Deloitte expectations, then the Deloitte solution for ad hoc reporting has a metadata layer where a logical view of the data sources is defined and is shared with the Information Builders tools. In that way, there is a single, common definition of enterprise data that satisfies user requirements in a consistent manner.

DSS will be able to easily create predictive models using the R-engine, a powerful and flexible open source statistical programming language. Deloitte will build ad hoc reporting
functionality that allows users to create customized views based on specific needs that are not available in the standard reports.

Deloitte's training solution will empower DSS to build and modify ad hoc reports using the functionality of WebFOCUS InfoAssist combined with clear, descriptive training materials. The Deloitte team will implement participant guides, user manuals, and quick reference guides. Deloitte will produce these training materials as standalone resources, including step-by-step instructions as well as samples and exercises to confirm the information can be retained over a variety of delivery methods. These materials and instructor-led training will be distributed and scheduled as part of the training and implementation of the document management and workflow management reporting service.

Deloitte's solution using Information Builders has the capability to integrate data across the platforms, including web, IVR, and document management. Information Builders is able to connect to a variety of data sources. The Deloitte team will work with WebFOCUS to identify any built-in application system adapter to be used with the IBM FileNet product. The Information Builders product can also easily integrate with the web application by connecting directly to the database where the operational data is stored. Information Builders will also integrate with the IVR system by linking to the data generated by this application. Information Builders allows for the creation of a logical, common view of the data. This metadata presents the various data elements in business terms and acts as a buffer between users and data sources.

Operational Requirements

7.1 System Accuracy

Data validation when exchanging information between other external systems such as EMS will consist of performing field validation via XML schema and performing business validation by using Corticon solution to execute business rules. In addition to message routing, Deloitte will use Enterprise Service Bus (ESB) to perform data validation and transformation between the MCSD Solution Platform and the external systems. ESB will use XSLT technology to perform both data translation and validation. At the application level, the MCSD solution components will use several methods of communication with other applications that it will be integrating with such as EMS, ConneXion, EVS, and eDirectory. The implementation of the ESB will assist with both the communication between integrated applications as well as data transformation. Deloitte will work with the DSS to determine the appropriate method of communication to be used between the interfaces with the MCSD Solution Platform.

7.2 Logging and Audit Trail Functions

The MCSD Solution Platform includes capabilities to track customer statistics and period assessment reports which will provide insight into customer service improvement opportunities. Customer statistics will include application abandon rates, rates of applications which were deemed eligible for certain programs, and application averages by month. Deloitte will conduct periodic assessments of the system usage that will be essential for the DSS Team in identifying workflow gaps. These assessments will be tracked through a central repository where they will be accessible by the DSS management staff. These periodic assessments will be a collaborative approach between the Deloitte Team and the DSS Team. They will be conducted on a predefined schedule which will be up to the discretion of the DSS Team. The MCSD Solution Platform will offer capabilities to generate quarterly reports of customer statistics, internal user workloads, and system issues.

The MCSD Solution Platform leverages logging of web activity as one of its core architectural features. This feature will be capable of capturing the interactions between users and the web applications including data/time-stamping and identifying and tracking users usage. This information will then be logged to a database where further reporting can be performed on the data to identify any user trends. The MCSD Solution Platform will be able to record system interactions made by users and an audit trail will be created for any system transactions which update data. Deloitte's approach for providing a method for logging and reporting web activity is to incorporate this capability as part of the overall application framework. By placing this capability at a framework level, Deloitte will be able to provide a consistent set of logging functions within the same application as well as across other solutions that will be based on the same application framework.

The MCSD Solution Platform will be equipped with a set of system level exception logging and reporting capabilities. These will assist with the assessment of the overall system performance and being able to quickly respond to possible production issues. The MCSD solution will include an ability to automatically generate exception reports and business error reports and then electronically email them out based on the predefined threshold.

The ability to capture audit information for both external and internal users will be available across the three MCSD Solution Platform services: web services, IVR and document management and workflow. The MCSD auditing approach leverages audit trail capabilities to enable passive rather than active monitoring of system interactions, to confirm that business performance is not hindered.

Audit capabilities for the web service will be supported by the use of an audit logging component inherent in our MCSD Solution Platform. The solution will provide an ability to capture and store an audit log of the actions and record field updates made as separate fields.

The Document Management and Workflow service, leveraging IBM FileNet, provides extensive auditing capabilities for the document library. Each occurrence of an audited event will be recorded in one entry in an audit trail. Audit trail entries will be stored in the repository as persistent objects.

The MCSD solution will provide DSS with ability to generate usage reports at the service level. Activity reports, exceptions reports, and business metrics will be distributed in these reports to offer management insight into the interaction between the system and both internal and external users.

The MCSD Solution Platform will have a built-in capability of delivering key web activity data at the web page level. The approach is to use this data in providing statistics around pages which are accessed most frequently, pages which may cause a high rate of users to abandon the application, or pages which may be too complex for users based on the amount of time spent on the page.

The MCSD Solution Platform will use a set of monitoring tools that will help in evaluation of both server and network performance. Deloitte will use HP Openview and ITCAM to monitor server based applications. Deloitte's MCSD Solution Platform will use this set of software for its application servers. This will be a common feature that will provide similar set of monitoring statistics for the server-based applications in a dashboard. This software will be capable of providing statistics around JVM heap utilization, JVM CPU usage, web container thread pool, EJB pool, database connection pool and other similar statistics that are useful in analyzing overall health of a web application.

7.3 System Availability

As part of our overall solution, Deloitte will work with the DSS Team to meet the hardware requirements and provide an environment that will support application clustering and will provide high system availability. Deloitte's overall plan for meeting the external user operational 24/7 "up time" requirement starts with the initial definition and design of the solution and concludes with the monitoring of the MCSD Solution Platform in production. Deloitte will work with the DSS Team to confirm the business hours requirements for the web and automated voice response systems during the overall requirements phase, however Deloitte understands that other than preschedule maintenace and enhancement periods for external users, these systems are expected to be operational 24/7. During the requirements phase, we will gather information around who would be responsible for adjusting the hours as well as the process around it. We will also identify the maintenance windows and the communication process around it. Deloitte will design a calendar process to enable "up time" configuration through a configuration file.

The MCSD Solution Platform will provide both hardware and software capabilities of distributing both Web Services and IVR solution components across a cluster of separate physical servers. These separate servers will communicate with each other and keep the user sessions in synch to avoid unnecessary session loss in the event of a server restart.

Deloitte's proposed MCSD Solution Platform will provide calendar capabilities along with the server clustering in order to achieve the operational requirements of system operational ("up time") eighteen (18) hours per day, seven (7) days a week from 6:00 a.m. to 12:00 a.m., Eastern Time, for internal DSS users. Deloitte has designed the solution to provide maximum stability and availability during the stated operational hours. Deloitte is committed to working with the DSS Team to provide a flexible solution that will allow for DSS to adjust the hours of operation, if necessary.

Deloitte's overall plan for meeting the internal user operational "up time" requirement of eighteen hours per day, seven days a week from 6:00 a.m. to 12:00 a.m. EST starts with the initial definition and design of the solution and concludes with the monitoring of the MCSD Solution Platform in production. During the requirements phase, Deloitte will gather information around who would be responsible for adjusting the hours as well as the process around it. Deloitte will also identify the maintenance windows and the communication process around it and design a calendar process to enable "up time" configuration through a configuration file. The MCSD Solution Platform will provide both
hardware and software capabilities of distributing both Web Services and IVR solution components across a cluster of separate physical servers. These separate servers will munícate with each other and keep the user sessions in synch to avoid unnecessary session loss in the event of a server restart. This approach will rovide DSS the flexibility of moving the servers into different geographical locations thus providing the necessary disaster and recovery support. The MCSD Solution Platform worker portal will contain configurable calendaring functionality. This calendar functionality will be configurable through an external xml file. This xml file will provide DSS with an ability to set the hours of operations per environment and per application. DSS will be able to adjust the hours of operation without having to redeploy the entire application.

7.4 System Capacity

Deloitte will designed scalable web services that are capable of supporting high transaction volumes with high availability. Deploying the MCSD web service on identical horizontally scalable application servers with load balancing will support a minimum of 2,000 concurrent web user transaction requests with the ability to scale to a peak of 5,000 transactions.

The hosted IVR platform will support a minimum of 360 concurrent users with 120 Customer Service Representatives with easy extensibility to 200 Customer Service Representatives if necessary. The hosted IVR environment is capable of handling very large unplanned volume increases.

Stress tests will be used to identify:
- User response times under full load
- Potential performance bottlenecks in an application that are not discovered in comparative performance testing
- System resources being used and potential resource limitations

To confirm that the stress testing scope meets DSS' capacity and sizing requirements, Deloitte will provide DSS and the QA vendor with a draft Performance Test Plan for review and approval before the start of User Acceptance Test. The Deloitte Testing Team will conduct a formal walkthrough to solicit comments from DSS and the QA vendor. Comments will be recorded and a log will be kept to capture the response to the comments. Changes to the test plan will be documented in the Performance Test Plan Document History Log.

Purging and archiving mechanisms will be designed. Deloitte will work with DSS to gather metrics for an expected number of applicants and the growth rate. Deloitte will then analyze the system and calculate the data size per applicant. Using that information, an estimate for the capacity can be determined. Then, hardware and software constraints will be analyzed to see what combination fits the capacity estimates and scaling necessities.

Deloittes approach to address the systems' data retention and archive needs follows a four phase approach:
- Requirements capture
- Data Analysis
- Automation Options Analysis
- Implementation

The use of SAN storage supports the requirements for the MCSD Solution Platform across services. Deloitte will use a SAN for server-based storage.

Deloitte will work with DSS through these four phases to identify a solution that meets the requirements, is manageable, and is performing. This includes supporting the testing of mock archive and purge runs using a limited data set.

The Deloitte team will confirm that the MCSD solution meets the IVR transaction volumes.

Deloitte will submit the MCSD Capacity Test Plan before any capacity testing takes place. First, Deloitte will create a Deliverable Expectations Document (DED) to document the capacity plan contents. Applicable Templates from Deloitte's Performance Center of Excellence will be used as accelerators to develop the plan. Key considerations for IVR capacity testing will focus on the primary components of IVR capacity planning:
IVR Workload
IVR Infrastructure Resources
IVR Service Levels

Capacity testing will be performed using Empirix Hammer On-Call. This service conducts testing by simulating a service flood of thousands of calls. The load will be customized according to the requirements. As capacity tests are executed, the Deloitte team will document the results and prepare reports identifying the status of the capacity testing efforts. The Deloitte team will hold a meeting with the QA vendor, and others as appropriate, to review the results. Deloitte will work with DSS to tune the environment as necessary per the capacity testing review
feedback. At the conclusion of capacity testing the Deloitte team will prepare a final Capacity Test Results Report to confirm the necessary capacity of the system infrastructure components to support the requirements for the target IVR service levels. The final report will be submitted to the QA vendor for review and presented in a formal walkthrough. Any comments on the final report will be recorded and addressed prior to the submission to DSS for final review and approval.

Deloitte will confirm that the solution meets the web services transaction volumes. Deloitte will submit the MCSD Capacity Test Plan before any capacity testing takes place. First, Deloitte will create a DED to document the capacity plan contents. Applicable templates from Deloitte's Performance Center of Excellence will be used as accelerators to develop the plan. Key considerations for web services capacity testing will focus on the primary components of web services capacity planning:
Web Service Workload
Web Service Infrastructure
Web Service Levels
Once the Capacity Test Plan document is created, it will be submitted to the QA vendor for review. As needed, DSS ITS and DoIT staff will be invited to participate in the review. Deloitte will hold a walkthrough to review the contents, log any comments, update the document, and then baseline the document prior to submitting to DSS for final approval.

Capacity testing will be performed using HP LoadRunner. Scripts will be created. The load can be customized according to the requirements. the Deloitte team will document the capacity test results and prepare reports identifying the status of the capacity testing efforts. The Deloitte team will hold a meeting with the QA vendor, and others as appropriate, to review the results. Deloitte will work with DSS to tune the environment as necessary per the capacity testing review feedback. At the conclusion of capacity testing the Deloitte team will prepare a final Capacity Test Results Report to confirm the necessary capacity of the system infrastructure components to support the capacity requirements for the web services. The final report will be submitted to the QA vendor for review and presented in a formal walkthrough. Any comments on the final report will be recorded and addressed prior to the submission to DSS for final review and approval.

The Deloitte team will confirm that the MCSD solution meets the monthly volume of documents received by DSS as well as the number of users that may be retrieving and/or viewing documents. Deloitte will submit the MCSD Capacity Test Plan before any capacity testing takes place. First, Deloitte will create a DED to document the plan contents. Where applicable, templates from the SD Playbook will be used as accelerators to develop the plan. Key considerations for Document Management capacity testing will focus on the primary components of Document Management capacity planning.

Document Management Workload
Document Management Infrastructure
Document Management Service Levels

The Capacity Test Plan Document will be submitted to the QA vendor for review. As needed, DSS ITS and DoIT staff will be invited to participate in the review. Deloitte will hold a walkthrough to review the contents, log any comments, update the document, and then baseline the document prior to submitting to DSS for final approval.

Capacity testing will be performed using HP LoadRunner. Scripts will be created. The load can be customized according to the requirements. the Deloitte team will document
the results and prepare reports identifying the status of the testing efforts. The Deloitte team will hold a meeting with the QA Vendor, and others as appropriate, to review the
results. Deloitte will work with DSS to tune the document management environment as necessary per the capacity testing review feedback. At the conclusion of testing), the
Deloitte team will prepare a final Capacity Test Results Report to confirm the infrastructure capacity of the system required to support the performance requirements for the

7.5 Performance

Deloitte will collaborate with DSS during the requirements and design phase to define a set of imaging and scanning profiles based on business objectives, including:

- Daily image volume
- Peak activity
- Location/organization function
- Resource constraints and skills
- Network Bandwidth
- Facilities logistics

Deloitte will confirm that the performance objectives are met and bring lessons learned and creative alternatives that provide opportunities to streamline operations and gain efficiencies so that case workers can focus on service delivery.

Deloitte will use its development best practices and will regularly evaluate the performance of a maximum of one (1) second field-to-field response time web navigation during each phase of the development cycle. Performance tests and evaluations will include the use of HP LoadRunner to confirm that field-to-field response time is within acceptable limits. This does not include Network latency and mainframe response time.

Deloitte will use performance monitoring tools include the use of HP LoadRunner to confirm that a maximum of three (3) seconds web screen-to-screen response time is within acceptable limits. This does not include Network latency and mainframe response time.

The response time for case folder and document retrieval shall not exceed five seconds. Deloitte's understanding is the industry standard measurement of Time to First Byte (TTFB) will be used as the defining metric. To measure responsiveness we are proposing the following procedures:

- Non-Production
- Production
- External Calls

Deloitte will work with DSS to identify and gather existing primary source data on end users sites and available bandwidth to those sites. For sites where such data is not available, Deloitte will create a model that extrapolates data for these sites based upon known data. This does not include Network latency and mainframe response time.

• Production

During requirements, Deloitte will work with the DSS, DSS ITS and DoIT to confirm the requirements to restore the MCSD Solution Platform and its associated data in the event of a system failure in any of the infrastructure components – hardware, software, application systems, databases and other COTS products that make up the MCSD Solution Platform. During the design phase, Deloitte will work with DSS to understand the Department's current Disaster Recovery strategy and update its current plan to incorporate the MCSD Solution Platform.

Deloitte's disaster recovery planning will take into account DSS' business needs and requires the modification to existing Disaster Recovery and Business Continuity plans to mitigate impacts in disaster scenarios. Deloitte will work with DSS to modify existing plans.

Deloitte will conduct sessions with the appropriate business and technology stakeholders to understand the key business continuity requirements, assess risks and formulate a recovery strategy. The Business Continuity Plan will align with and be part of the Disaster Recovery documentation. As a proactive measure, we will make sure the system backups are tested for accuracy by recovering them every six months to confirm successful recovery of the environment in case of a disaster. In addition, we will have a near-real time Disaster Recovery environment for IVR and Web Services to confirm that restoration takes place as quickly as possible.

The Disaster Recovery and Business Continuity plans will describe the strategy and procedures for recovering the solutions should a disaster substantially disrupt operations. Specifically, the Disaster Recovery Plan will include:
Actions to be taken before, during and after a disaster
Ability to restore data from web/IVR repository and document library
A description of data recovery
A description of a process for system component failure
A description of measures to be in place in the event of an extended interruption
A description of the requirements and processes to confirm the availability of critical resources and facilities to allow Business Continuity in a
disaster situation Database backups for the Deloitte MCSD Solution Platform will be near real-time through disaster recovery mirroring.
Changes to application data that occur during regular online and batch hours are transparently written to the disaster recovery database. For other processing in which files are used, the files will be backed up via batch job into the backup storage designated by DSS. Deloitte will work with DSS to establish an exception process to accommodate the scheduling of limited or non-recurring processing on an as-needed basis.

The Business Continuity Plan will align with and be part of the disaster recovery documentation. As changes are made to the MCSD Solution Platform or systems that interface with MCSD, the Deloitte team will assess whether changes are required to the Disaster Recovery and Business Continuity plans. Any anticipated changes to the Disaster Recovery and Business Continuity plans will be reviewed with the QA vendor, DSS, DSS ITS and DoIT as appropriate through a formal walkthrough. Comments will be captured and recorded and incorporated into the document updates. Changes to the plans will be recorded in the Document History Log.

Deloitte will work with DSS to prepare a Contingency Plan for the solutions following the steps in our methodology:
Perform a Business Impact Analysis (BIA).
Make an Assessment of Risk.
Recovery Strategy.
Deloitte's MCSD Solution Platform includes instrumentation frameworks that will monitor the application against performance standards.
The MCSD Solution is designed to provide an error handling support in the event of application or communication issues occurring during the normal use of the application. The underlying framework is designed to include an efficient exception handling component that follows the Java Pattern standards.
Deloitte's MCSD solution includes a separate mechanism for publishing exceptions. This exception capture process is handled by a separate component and used throughout the application. Additionally, this component reduces the amount of custom error handling and allows for easy debugging. The component provides an efficient and easy mechanism while isolating exception management from business logic code.
The MCSD Solution is also equipped with an error messaging component that provides MCSD with a simple mechanism for delivering and managing error messages. the component provides built-in multilingual support and is optimized through the use of caching mechanisms.
Access to error information is provided through a runtime interface.

To help identify the scope and critical steps that need to be accommodated in the plan, Deloitte will work with the DSS to answer critical questions that drive the scope of the backup planning effort. Deloitte will work with the DSS to translate these answers into a backup plan. The backup plan will cover the different types of backups for MCSD. Deloitte will perform a test of the Disaster Recovery Plan in concert with DSS.

7.7 User, Technical and Administrative Documentation

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EXHIBIT 1

PROJECT IMPLEMENTATION DOCUMENT; PERFORMANCE OBLIGATIONS

The vendor must be responsible for developing and maintaining system documentation, training materials and other documentation throughout the life of the project.

Deloitte's document creation and maintenance for the deliverables will follow standard protocols established through our deliverable management process. Prior to the creation of any system documentation, the Deloitte team will develop a Deliverable Expectations Document (DED). The DED will describe the scope, objectives, audience, acceptance criteria, format, key dates, resource needs, and proposed table of contents for the document. The DED is intended to avoid rework downstream by getting agreement early on with DSS as to what is expected to be delivered as part of the deliverable. The Deloitte team will leverage existing DED templates to jumpstart this process by first seeking to gather existing documentation for each of the key business areas in DSS. Deloitte will then research documentation of current processes and policies to develop an initial understanding of the current processes and baseline operating environment, and we will meet with subject matter specialists within your organization to further understand their particular needs. Deloitte will conduct interview sessions with key management, leveraging knowledge obtained from existing documentation, but seeking to further clarify and gain information which will provide a deeper, more precise understanding of the current processes pertaining to each business function. Deloitte will also conduct meetings necessary to gather additional information related to key technical requirements.

Deloitte will create documentation that is easy-to-read, well-organized, and will adheres to and meets/exceeds stringent standards of quality. The Deloitte training and implementation team will use the MCSD system documentation, including but not limited to: Business Models, Use Case Models, Training Manuals, and Storyboards to develop documentation that is designed with the end system user in mind: Online Help, User Guides, Job Aids, and other tools to address the needs of adult learners. Deloitte will also create, store and maintain all documents in a central repository which will be accessible by the MCSD team.

Deloitte will provide and maintain documentation associated with the components of the MCSD Solution Platform in an electronic format to enable collaboration and easy access to the project stakeholders. Documentation will be presented and maintained using the Deloitte Deliverable Management process. During the DED approval, documentation format requirements will be reviewed with DSS and subject to its approval. Documentation will be consistent with industry standards and will be based on standard Deloitte templates that have been previously used in a number of public sector projects. Deloitte will review these templates with DSS to confirm that the key expectations are met.

The Deloitte team will physically store and maintain MCSD system documentation in an eRoom, accessible to users specified by DSS staff. Documentation in the electronic library (eRoom) repository will be versioned and managed similar to code.

STATE OF CONNECTICUT DEPARTMENT OF INFORMATION TECHNOLOGY Modernization of Client Service Delivery (MCSD) CT #09ITZ0042 EXHIBIT 1 PROJECT IMPLEMENTATION DOCUMENT; PERFORMANCE OBLIGATIONS
Deloitte's approach to revising and maintaining system documentation encompasses processes associated with our deliverable management, configuration management, and change control processes. As part of the impact analysis effort associated with system modifications or updates, the Deloitte team will identify documents that need to be modified. Deloitte will leverage the Requirements Traceability Matrix to help identify documents that are impacted by the change. Following the standard process for managing configuration changes to the MCSD Solution Platform, Deloitte's team will conduct a walkthrough of the proposed changes with appropriate DSS staff (and QA vendor staff if needed). A high-level description of the changes will be added to the deliverable revision log that will serve as an audit trail of changes made to the document. After the document has been reviewed and accepted, the Deloitte team will place the document back under version control and store the revised version in the eRoom. The eRoom will maintain the versions of project documentation.
Deloitte will provide user manuals, a student guide, quick reference guides, and supporting material that will be easy to comprehend by non-technical user groups including the ones specified in this requirement. These manuals will contain general information about the application, including an overview of the application itself, an introduction to critical concepts and terminology, key features within the application, guidance on how to navigate within the application, and descriptions of the functions that can be performed within the application.
The MCSD Solution Platform will include online screen level and field level help screens that are context-sensitive and searchable. The MCSD Online Help will be the primary ready reference resource for information on the application features and functions. It will be developed for use online and will employ basic Internet/intranet navigational features so that any user, regardless of his or her function, can readily locate, identify, understand and use the information.
Deloitte will provide QRGs for both the User and Technical Documentation to facilitate system usage and reference and will update the QRGs guides to reflect the latest system updates throughout the life of the contract.
Deloitte will provide design documentation including dataflow diagrams, user/computer interaction and process flows at the transaction level. This will include User and Administrative Documentation - Technical Documentation has been removed from this requirement.
Deloitte will provide and maintain a data dictionary for the Web and IVR services, including, but not limited to, naming conventions, data elements, and relationships among entities.

Deloitte will provide detailed documentation of operating procedures for the proposed systems. Deloitte's MCSD Operations Manual will provide DSS with a framework to deliver application support services in a structured and repeatable manner while maintaining application integrity, control, and quality.

Deloitte will develop and execute a Security Plan for the applicable activities that will be conducted. The Security Plan will encompass the security approach, methodology, roles and responsibilities, and processes and procedures. Deloitte will use a baseline IT security framework and tailor it to address the specific security requirements of the project. Deloitte will define key roles and responsibilities within the team to address security of various IT components and meet project objectives.

Deloitte will maintain a Program Installation Guide (PIG) document that describes the process of setting up, configuring, building and deploying the MCSD System to the Development, Training, User Acceptance Test (UAT), Staging and Production environments. DSS will have the opportunity to review and accept the documents in walkthroughs. This will also confirm that the content is in line with DSS' understanding and contain the level and quality of content deemed sufficient by DSS.

The Program Installation Guide (PIG) document describes the following processes:
Software/Tools Configuration
Application Build and Deploy
Configuration Maintenance
The PIG document covers installation requirements for memory, disk, software requirements and version updates.

DSD Document will capture the design philosophy and system at a high level, as well as detailed object level descriptions. This document will outline the proposed application design to support the development of MCSD based on the assumptions and requirements documented in the Requirements Traceability Matrix (RTM) form. The detail system design document will provide the detailed design of each functional component within the MCSD application. Deloitte will leverage its' existing DSD templates to provide DSS with the DSD Document and will work collaboratively with DSS to obtain buy-off on the document table of contents before it is populated with the pertinent information.

7.8 Training

Deloitte will provide operational system knowledge transfer, training and support to be accepted and monitored by DSS Office of Organizational and Skill Development (OSD). The Deloitte training team will work closely with the DSS to develop a knowledge transfer/training plan which details the areas where training program knowledge is transferred to DSS Office of Organizational and Skills Development (OSD) training personnel, the method of knowledge transfer, and the target date by which the knowledge transfer must be complete. The transfer curriculum identifies the categories of knowledge to transfer, as well as the participants to whom to transfer knowledge.

Deloitte will provide and maintain training materials in electronic format using Adobe PDF and Microsoft Office 2003. These materials will be developed to meet the specific needs of DSS stakeholders. The following table provides a list of the training materials we will provide.

- MCSD Overview Presentation
- User Manual
- Trainer Guide
- Student Guide
- Quick Reference Guides

These documents will be written in a simple, straightforward style that is suitable for both non-technical and technical users. Deloitte will work with DSS to create an agreed-upon deliverable management process where Deloitte can engage interactively with a DSS document review team who will provide feedback and accept the final documents before production.

Deloitte will develop and maintain a training database that supports the learning objectives established for MCSD. Deloitte's training team will work with DSS to establish a maintenance strategy and schedule for this training system to be kept up-to-date. The test data within the training system will be refreshed at regular intervals.

Deloitte's training and training materials for DSS telephony administrators support staff will be limited, as the recommended approach is a solution hosted by a third party. A general overview and informal training will be conducted by Deloitte in order to familiarize the DSS telephony administrators and technical support staff with the hosted solution.

Deloitte will provide a testing/training environment which will be available prior to and after implementation. The execution of the training requires the creation of a specialized environment and the establishment of specially customized data sets that will be used during training.

A special environment called the "Training" environment will be created in a non-production server. Deloitte and DSS trainers will collaborate to determine how frequently the "Training" environment will be updated with the most current code and configuration.

Deloitte will collaborate with DSS MCSD to identify a database to use as the starting point of the Training Environment . The data will be prepared for the training environment before the execution Training-For-Trainers. This initial data set can be used to deliver Training-For-Trainers and be built upon further by DSS MCSD staff. Deloitte will give guidance to the DSS MCSD team to create customized data sets to support the rollout of end user training.

Deloitte's training team will work with DSS to establish a maintenance strategy and schedule for this training system to be kept up-to-date. This schedule will be based on the
project's training delivery schedule, and the maintenance effort will be closely coordinated with Deloitte's technical and application teams.

Deloitte will provides a suite of resources and tools to assist DSS trainers in classroom preparation/delivery, post-training assistance to discover lessons learned and opportunities for improvement and ongoing user support. Deloitte will also conduct capacity building and knowledge transfer with the DSS staff determined to be responsible for ongoing management of MCSD training materials.

Deloitte will work closely with DSS trainers and prepare them to assume the training responsibilities after the completion of the Training-for-Trainers training period. This preparation includes the ability to update training materials and provide ongoing end user training after the initial system implementation. To accomplish this goal, our instructors provide trainer trainees with insights, tips, and coaching through each step of the training delivery to develop a fully capable DSS team of trainers.

Training materials are submitted for review prior to the first training session, and are refined and enhanced throughout the entire training effort. The training materials are also updated as necessary during the maintenance/support period to reflect any changes to system functionality or DSS policy. Training materials will comply with the Americans with
Disabilities Act.
The training materials for the MCSD implementation include:
- MCSD Overview Presentation
- User Manual
- Trainer Guide
- Student Guide
- Quick Reference Guides
- Context-Sensitive Online Help

Deloitte will develop three major training courses:
Web Services
Telephony/Interactive Voice Response (IVR)
Document Management and Workflow

The training materials will be developed to meet the specific needs of DSS stakeholders and tie back to the relevant training course.

7.9 Testing

Deloitte will create detailed Test Plans for review and approval by DSS and the QA Vendor to confirm that the requirements are being met and that the key components of the system are being tested and functioning at the desired levels.

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Deloitte will perform the following levels of testing to be monitored by the QA vendor and provide documented test results to DSS for review and approval:

- Functional testing;
- Capacity, load, and stress testing;
- Integration testing;
- Performance testing;
- System testing;
- Regression testing; and
- Migration testing.

Deloitte will provide DSS and the QA Vendor access and to the UAT environment along with providing support and guidance during execution of UAT.

As part of our UAT, Deloitte will:

• Provide support to DSS and the QA Vendor to achieve acceptance from the user community that the new system will function in accordance with their business requirements and expectations

• Ascertain that the system will support the business processes and business requirements

• Identify any changes that must be made prior to production processing

Successful completion of the UAT will indicate that the system is ready to be deployed. UAT is intended to be performed in an integrated test environment that mirrors production from a functional architecture viewpoint. It is recommended that the UAT environment is dedicated with no other test efforts.

Deloitte will use it's Project and Integration Management Methodology for tracking project-related issues identified during the course of the MCSD project.

Deloitte's Project Management Center (PMC) tool will be used to capture and monitor issues. The MCSD project team members will adhere to issue management procedures.

Deloitte will leverage its change management approach. Deloitte will customize this approach as needed to meet the needs of DSS and include key members from the decision making parties.

Deloitte will leverage its PMC tool to monitor, track, and resolve change requests. Project change requests will be identified by individuals (including stakeholders or project team members)

For the MCSD Solution Platform, Deloitte will utilize a defect management and tracking tool to accomplish the following activities:
- Track bugs and code changes
- Communicate with teammates
- Submit and review patches
- Manage quality assurance (QA)

7.10 Technical Support

Deloitte will assemble a Service Desk team that specializes in handling MCSD-related calls. The Service Desk team will be responsible for analyzing incoming calls and triaging issues by logging a problem ticket for the issue, assigning a severity level, escalating the issue to the appropriate channels, and keeping the users updated with the current status of the issue.

Deloitte will provide a minimum of one hundred eighty (180) day post implementation onsite support with options for extending this period at additional costs.

A designated Deloitte team member will be available on an on-call basis as a single point of contact (typically accessible through e-mail, cell phone, or traditional pager) to provide application, interface, and database maintenance support for critical and high priority issues. Deloitte will provide a designated primary and backup contact to DSS ITS Project Manager who will act as a single point of contact for twenty-four hours a day, seven days a week, 365 days a year by staff with excellent communication skills and proper knowledge of the DSS system.

Deloitte, upon change order request, approval, and mutual agreement, will provide technical knowledge transfer and operational support to DSS of the development and production of MCSD.

8 Project Management

Deloitte's will develop a MCSD Project Management Plan (PMP) that defines in detail what should be done, who will do the work, when the work will be accomplished, how much the project will cost, how the product will meet stakeholder requirements, and how the project will be managed in areas such as communications, risks, issues, scope, status reporting, and variance controls.

Deloitte will create and maintain the project work plan, developed in MS Project. The plan will reflect the detailed listing of tasks, subtasks, dependencies and resources required to perform and complete the identified activities and deliverables. This project work plan will be discussed and reviewed with DSS and the QA vendor at the initiation of the project and refined as needed.

Deloitte's resource planning identifying Level of Effort (LOE), roles and responsibilities of both vendor and expected DSS resources should be based on limitations of JAD sessions running 5 hours a day, 5 days a week as well as any other tasks proposed by the vendor requiring state resources.

8.1 Quality Assurance Contractor

Deloitte understands that DSS has contracted with First Data Corporation (FDC) to provide project quality assurance and control (QA/QC) and perform independent verification and validation (IV&V). Deloitte will work collaboratively with DSS, other State staff, FDC personnel, and other stakeholders throughout the project to identify efficiencies, follow federal and state regulations, define and inform of current trends and issues, and create and/or update documentation.

Deloitte is committed to completing SDM documents as required, or completing alternative documents that are deemed suitable by DSS.

Deloitte will generate a bi-weekly status report and submit it to the DSS Project Manager. The report will summarize the activities that have been completed as well as activities that are planned for the upcoming period.

The status report will include but not limited to:

- A list of tasks and their associated deliverables completed and awaiting approval at the end of the reporting period (since the last meeting), with completion dates identified
- A list of tasks started or in progress but not completed during the reporting period (since the last meeting) with target completion dates
- Identification of tasks (in progress and/or completed) ahead of schedule
- A list of tasks behind schedule, or scheduled to have started, but were not started, together with reasons for delays and estimated completion dates
- Problems encountered in the current or prior reporting periods and proposed solutions
- Problems resolved since the last meeting and the methods of resolution
- A list of any questions, potential new risks, and/or issues that must be resolved
- Identification and justification of any adjustments in the schedule (time), resources (staff), scope of work, and costs
- Schedule for the next reporting period's activities including deliverables and dates
- Risk status for new or previously identified risks to any aspect of the project
- Status of hardware/software/infrastructure planning, purchasing, installation, and testing activities

Deloitte will prepare monthly status reports for the Steering Committee and submit them to the DSS MCSD Project Manager. These reports can be utilized by the Steering Committee for meetings, or for their review. As with the bi-weekly status reports, Deloitte will work with DSS to agree on a format that meets the needs of the Steering Committee.

9.2 Vendor Staffing Obligations

9.3 Key Personnel

Deloitte will permanently assign all staff identified as "key personnel" to the MCSD Project in accordance with Section 30 of the Information Systems Processing Agreement regarding Key Personnel, until the tasks proposed have been completed and approved by the Department, unless:

- An individual terminates his employment with the contractor, or
- An individual becomes physically or mentally unable to carry out the duties assigned by the contractor, or
- The DSS Project Administrator requests that an individual be removed from the project, or
- The vendor wishes to propose a more qualified individual who will better serve the needs of the Department, and the contractor can demonstrate that the transition will be managed to the benefit of the Department.

Deloite must receive in advance the written approval from the Department for changes in key personnel prior to such changes being made. Deloitte will submit to the Department for its approval, the name and credentials of any persons who are proposed to replace existing or previously proposed project management staff, or other key personnel identified by the state. These changes will not negatively impact the Department or adversely affect Deloitte's ability to meet any requirement or deliverable set forth in this contract, the proposer's response, and/or the resultant contract.

Deloitte's Project Manager will be responsible for the implementation and management of the project, for monitoring and ensuring the performance of duties and obligations under the contract, and the day-to-day oversight of the project. Deloitte's Project Manager's schedule will assure that the Project Manager is present for project progress meetings, as well as other critical meetings. The Project Manager will be the resultant contractor's representative for providing status updates and ad hoc and interim reports.

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DSS has identified the following "key personnel" roles for the project. Deloitte can revise this list with an explanation of their assumptions for key personnel; however, the proposal must identify the specific roles that will assure DSS of the appropriate level of staffing. The relationship of Key Personnel to Deloitte must be defined (employee, Independent Contractor, subcontractor, etc). DSS requires, at a minimum, that the Project Manager be located on site for 80% of their time, and the 3 Technical Leads be on site 50% of their time. Exceptions to these percentages may be made by the DSS Project Manager.

Key Personnel defined in this proposal include:

- Project Manager;
- Senior Architect or System Integration Manager
- Web Technical Lead;
- IVR Technical Lead;
- Document Management & Workflow Technical Lead;
- Business Lead or Senior Subject Matter Expert
- Test Manager; and
- IMS/COBOL Resource

Exhibit 2
Maintenance and Support Schedule

The Contractor's operations and maintenance support and modification responsibilities and related activities for the MCSD Application are set out in this Maintenance and Support Schedule.

Contractor will provide support between the time of user acceptance of the first release to five years after user acceptance of the last release.

Contractor's support is comprised of two types of activities: 1) operations and maintenance support and 2) modifications support.

Operations and Maintenance Support: Contractor's support is provided to enable the day-to-day operations of MCSD to maintain adherence to current technical and functional standards and policies. The State and the Contractor will prioritize maintenance requests for implementation based on utilizing assigned resource levels.

The following is representation but not limited to the list of activities the Contractor will perform:

On at least a monthly basis the Contractor will supply maintenance and support work plan that provides the sequence and frequency of the activities that will be supported.

- Provide and install regular upgrades of software during operations of MCSD.
- Provide updates, patches and repairs to components of the production, test and all other accessible environments including:
    a. Operating systems
    b. Database systems
    c. Application and other software
    d. Utilities for systems, database, software, communications
    e. Drivers
    f. Configurations
- Maintain business rules engine.
- Provide updated user and system documentation
- Correct defects identified by the State and/or Contractor.
- Conduct unit and system testing of corrected defects, and report results to State.
- Prepare agenda in conjunction with the State for status meetings with State staff on at least a monthly basis. Status meetings must include reporting system maintenance activities and review of any deliverables submitted.
- Provide source code to the State according to the software version release schedule.
- Upgrade licensed products for the systems to the current, stable version.
- Publish a software version release schedule, and provide updates to the State.

- Conduct detailed requirements analysis for major changes, including recommendations, if any, for alternate approaches to meet the State's needs.
- Utilize change management software that can be accessed by the State as well as Contractor staff. This software tracks all system modification requests.
- Software development performed as part of maintenance and support will follow State's Software Development Methodology (SDM).
- Develop and submit an operational procedures plan, describing the roles and responsibilities of the Contractor and State.
- Regularly refresh or update data files.
- Refresh links and data on web browser-enabled reports.
- Submit operations problem/trouble reports to the State when operational problems occur, describing the nature of the problem, the expected impact on ongoing functions, and the expected time of problem resolution.
- Prepare agenda in conjunction with the State for periodic status meetings with State staff. Status meetings must include reporting on current operations and progress on system operational maintenance.
- Perform research upon recognizing potential system problems.
- Resolve issues and incidents in accordance to the service levels and priorities below

Service Levels:
Contractor will implement operations for the application as set forth below. The priority rating will be based on the problem and the impact on the MCSD Application.

The following provides severity definitions that will be utilized by Contractor for purposes of the MCSD Application:

The response time is the time to resolve the issue, provide a work-around or provide a resolution plan.

MCSD System Problem Response Approach				
		Response Time		
Severity Level	Severity Level Criteria	Business Day (8:00am to 6:00pm EST)	Non-Business Day or Before 8:00am and After 6:00pm EST	Key Response Mechanisms
1-Critical	An issue that severely and adversely affects production or system usage; corrupt, lost, misrepresented, or unrecoverable data; system crash; web page error message; no work-around or immediate solution available.	6 Hours	6 hours	Contractor will initiate activities (including planning and analysis) within an hour of being contacted. The submission of a Severity 1 system problem will trigger mobile notification to a Deloitte's "on-call" support resource.

MCSD System Problem Response Approach				
2-Major	An issue that adversely affects functionality or usability; product malfunction or failure that impacts business operation; temporary workaround available; quality attribute degradation of greater than 25 percent	24 Hours	24 Hours	Severity 2 system problems will be evaluated by State business owners and Deloitte project management on an individual basis to determine the work-around process.
3-Average	Product malfunction or failure with no significant impact; non-critical loss of functionality of the software or impairs some operations, but allows the user to continue using the software.	48 Hours	48 Hours	Severity 3 system problems will be assessed during the meeting between Deloitte and State Project Manager during the response timeframes to determine a resolution schedule and approach.
4-Low	A failure that has little or no impact on the end user's operation.	N/A	N/A	Severity 4 system problems will be assessed between Deloitte and State Project Manager during the response timeframes to determine a resolution schedule and approach.

Any errors reported by the DSS Help Desk to the Contractor's maintenance team will be reviewed and analyzed by the Contractor based on defined priorities and schedules as set out above. Action will be taken based on the severity of the problem and the prioritization of the work by DSS in consultation with the Contractor, utilizing the available assigned resources.

The incident management tool, Jira, is a common repository for all MCSD incidents and is accessible by both DSS and the Contractor. Both parties can use the tool to track and manage incidents from identification through resolution.

For Severity 1 and 2 incidents, DSS will call the Contractor's primary support number. The Contractor, for these levels will address the incident within the response time stated above. All other incidents will be reviewed in a periodic prioritization meeting between Deloitte and Department project managers to determine priority, responsibility and course of action for resolution.

As incidents are addressed, the Contractor will record status and resolutions in Jira. At any time, DSS and the Contractor can view and assess progress directly in Jira. Reports with metrics such as open incidents/closed incidents are available in Jira and will be included in the Contractor's status report. On at least a

quarterly basis, a leadership team will meet to review the metrics as well as re-prioritize open incidents as necessary.

Modifications Support:

Modification support provides additional functionality, changes or enhancements to current functionality. This support begins after user acceptance of the first release and extends to five years after user acceptance of the last release. Any modification request begins with the State prioritizing the need, and requesting the Contractor for an impact estimate based on requirements and release scope. Upon receipt of a request, the Contractor will provide an estimate of impact within 30 business days or a schedule mutually agreed upon between the State and the Contractor. Using the estimate provided, the State in consultation with the Contractor finalizes the scope, schedule, costs and the implementation work plan and approves the use of hours from the Modification pool of hours for the modification. The Contractor prepares the final work plan and a payment schedule and receives final approval from the State prior to starting work. The parties document the agreed to modification in a written 'Modification - Activity and Priority Memorandum'. Any such agreement, including any reprioritization or omission of other activities and task, will be clearly documented in writing and approved by the State.

Payment for the modification will be in accordance with finalized deliverable payment plan.