December 30, 2013

TO: Representative James “Jim” Fannin, Chairman
   Joint Legislative Committee on the Budget

FROM: Ms. Etta Harris, Undersecretary
       Department of Children and Family Services

DATE: December 30, 2013

RE: Deloitte Consulting, LLC

The Department of Children and Family Services is requesting approval for a no-cost extension of the CAFÉ Implementation contract for up to one (1) year with Deloitte Consulting, LLC. This no-cost extension will allow DCFS to maximize the full warranty of the original contract negotiations. This request will extend the contract through April 17, 2015.

Attached is a copy of the original contract between the Department of Children and Family Services and Deloitte Consulting, LLC and the proposed amendment provisions. If you need additional information or have any questions, please contact me at (225) 342-0863.

Thanks for your consideration.

eh/aj
Amendment No. 1 to Contract between the State of Louisiana Department of Children and Family Services and Deloitte Consulting, LLC

Amendment Provisions

Change From:

2.2 Term of Contract
This contract shall begin on the Effective Date and shall end on the earlier of 36 months thereafter or completion of the Services, subject to earlier termination as provided in the contract.

Change To:

2.2 Term of Contract
This contract shall begin on the Effective Date and shall end on the earlier of 48 months thereafter or completion of the Services, subject to earlier termination as provided in the contract.

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

This amendment is effective December 16, 2013.

Justification: This amendment simply extends the CAFÉ Implementation contract for up to one year (12 months) at no cost. The contract, as originally drafted, encompassed a nine month warranty period after the implementation of the final CAFÉ Release. Due to the complexity of the overall project, the final implementation is now scheduled for the end of March, 2014. The proposed extension would basically continue the original premise of the contract by maintaining the nine month warranty period within the term of the contract along with an additional three months of contingency time to achieve that goal without any additional cost.
(Signature)
Name: Akhil Dayal
Title: Director
Deloitte Consulting, LLC

(State of Louisiana)
Department of Children and Family Services
Suzy Sonnier, Secretary

(Signature)
Name: Etta Harris
Title: Undersecretary

(Signature)
Name: Sammy Guillory
Title: Transformation Project Director
Department of Children and Family Services
Amendment Justification:

This amendment simply extends the CAFÉ Implementation contract for up to one year (12 months) at no cost. The contract, as originally drafted, encompassed a nine month warranty period after the implementation of the final CAFÉ Release. Due to the complexity of the overall project, the final implementation is now scheduled for the end of March, 2014. The proposed extension would basically continue the original premise of the contract by maintaining the nine month warranty period within the term of the contract along with an additional three months of contingency time to achieve that goal without any additional cost.
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND
DELOITTE CONSULTING LLP

On this 18th day of April, 2011 (the “Effective Date”), the Department of Children and Family Services, hereinafter sometimes referred to as the “State”, and Deloitte Consulting LLP, hereinafter sometimes referred to as the “Contractor”, do hereby enter into this contract (the “contract”) under the following terms and conditions

Recitals

State issued Request for Proposals #ED 11-172 entitled One DCFS Transformation Project Common Access Front End (CAFE) for Department of Children and Family Services (“RFP”), which is dated September 8, 2010, and which is incorporated into this contract by this reference;

Contractor submitted a proposal in response to the RFP, dated November 8, 2010;

State evaluated the proposal and identified Contractor as the apparently successful contractor for its project as described in the RFP;

Contractor desires to enter into a contract with State for the project; and

State and Contractor have agreed that the terms and conditions of this contract shall govern Contractor’s furnishing to State a new technology system and associated deliverables and services for this project.

Therefore, in consideration of the foregoing recitals and the mutual promises and covenants as set forth below, the parties agree as follows.

1.0 Definitions

The following terms as used throughout this contract shall have the meanings as set forth below.

1.1 “Acceptance” and “Approval”: A Notice from State to Contractor that a Deliverable or Service has conformed to its applicable Acceptance Criteria in accordance with the process described in Section 4.3 of this contract.

1.2 “Acceptance Criteria”: The Specifications against which each Deliverable shall be evaluated in accordance with the procedures in Section 4.3 of this contract.

1.3 “Acceptance Tests”: The tests or reviews that are performed by State to determine there are no Deficiencies in the Deliverables and that must be satisfied before Acceptance can occur as set forth in Section 4.3 of this contract, including without limitation User Acceptance Tests and Implementation Readiness Testing to the System.

1.4 “Application Software”: The Transfer Software and Third Party Software licensed to State from a third party.

1.5 “Change Order”: A written form, in response to a Change Request, that is mutually agreed to in writing by State and Contractor, that modifies, deletes or adds to the Deliverables or Services, in whole or in part, and that is made in accordance with the terms of Attachment VII.

1.6 “Change Request”: A written form used to request a modification, deletion or addition to the Deliverables or Services, in whole or in part, made in accordance with the terms of Attachment VII.
Contractor or State desires to protect against unrestricted disclosure including without limitation State non-publicly available Data, nonpublic Specifications, the Software, State security data, any nonpublic information or documentation concerning either party's business or future products or plans that are learned by the other party during the performance of this contract, and information that is designated as confidential by the disclosing party that may be exempt from disclosure to the public or other unauthorized persons under applicable State or federal statutes. The following are hereby designated Confidential Information of a party, client and employee personal information that is capable of individually identifying a natural person, including but not limited to names, addresses, Social Security numbers, e mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, and such other Confidential Information as is described in this definition.

1.9 "Confirmation": State's receipt of notice (and, with respect to each Project Software Release Phase of the System, full supporting and written documentation for such Project Software Release Phase including without limitation test results) from Contractor that Contractor has, as applicable, completed a Deliverable in accordance with its Acceptance Criteria or pre-tested the System for compliance with the Specifications; and confirmed the Deliverable, including but not limited to the System, is ready for applicable review or Acceptance Tests.

1.10 "Contractor": Deloitte Consulting LLP.

1.11 "Contractor Project Manager": The individual chosen by Contractor and approved by State with day-to-day project management responsibilities for Contractor.

1.12 "Contractor Technology": Intellectual property owned by or licensed to Contractor or its subcontractors prior to the Effective Date, or developed by Contractor or its subcontractors independent of this contract (including modifications, enhancements or improvements to such intellectual property, including those developed hereunder), including Contractor’s and its subcontractors’ proprietary methodologies, project management and other tools, deliverable examples, procedures, processes, techniques, data models, templates, general purpose consulting and software tools, utilities, routines and the Proprietary Software

1.13 "Conversion": The Services performed by Contractor for converting historical and other Data for Processing by the Software and System as described in the RFP and the Proposal.

1.14 "Converted Data": The Data which has been successfully converted by Contractor for Processing by the System.

1.15 "Critical Event(s)": The events and Deliverables listed as such in Attachment 1.

1.16 "Custom Software": The modifications and changes to the Application Software comprising the System, including without limitation Interfaces, that are designed, developed or produced by Contractor or its subcontractors as a result of the Services under this contract, including during Warranty Services and Change Orders.

1.17 "Data": The State's records, files, forms, data and other documents, including but not limited to Converted Data.

1.18 "Date/Time Compliance Warranty": The warranty as provided in Section 2.8.C of this contract.

1.19 "Days": Calendar days, unless otherwise indicated.

1.20 "DDI": Design, Development and Implementation.

1.21 "Defect" and "Deficiency": A failure, defect or deficiency in a Deliverable, which causes it not to conform to its Specifications.
and Services to State.

1.24 “Detailed System Design Deliverable”: The Deliverable containing the detailed design for the System. The Deliverable will include but not be limited to the Specifications for each Software module, the System design approach Deliverable, the design for the System to meet Performance Standards, and other requirements agreed to by the parties.

1.25 “Documentation”: All operations, technical and User manuals used in conjunction with the System, in whole and in part, including without limitation manuals provided by licensors of the Transfer Software and Third Party Software.

1.26 “Effective Date”: The date of execution of the contract by the State following approval of the contract by the Louisiana Division of Administration and Office of Contractual Review.

1.27 “Enhancements”: All updates, upgrades, additions, and changes to, and future releases of the Application Software in whole or in part, including without limitation: (a) updated versions of the Application Software to operate on upgraded versions of firmware or upgraded versions of Equipment; and (b) updated versions of Application Software that encompass improvements, extensions, updates, error corrections, or other changes that are logical improvements or extensions of the Application Software supplied to State. (ii) In addition, Enhancements will also include changes to the Software as described in Attachment VII.

1.28 “Equipment”: The computer hardware on which the Software shall operate following its delivery, all operating system software for use with the Equipment, and telecommunications facilities and services as described in the RFP and Proposal.

1.29 “Executable Code”: The version of the Software which is generated by an assembler from the Object Code of the Software and which will be installed and operated on the Equipment.

1.30 “Federal Financial Participation”: The federal government’s share of an expenditure made under the contract.

1.31 “Go/No Go Decision”: The decision by State to initiate productive use of a Release in the actual business operations of State after Acceptance and Approval of the “Go-Live Checklist.” There will be a Go/No Go Decision for each Project Software Release Phase.

1.32 “Implementation”: The process for making the System, in whole and in part, fully Operational and in Productive Use by State for Processing the Data in State’s normal business operations. Implementation shall be considered complete when Contractor has completed the Implementation Services according to the Implementation Plan. Implementation for this Project will occur for each of the Project Software Release Phases of the Project.

1.33 “Implementation Plan”: A plan prepared by Contractor as a Deliverable which details the transition from design and development of the System to full operation of the System in accordance with Specifications.

1.34 “Implementation Readiness”: Readiness activities as described in Attachment I.

1.35 “Integration”: When used with respect to System requirements, means Custom Software that is developed by Contractor for Transmitting Data between the System and other systems in real time, as noted in Attachment 5 of the RFP and in the Proposal.

1.36 “Interfaces”: Custom Software that is developed by Contractor for transmitting Data between the System and other systems, as noted in Attachment 5 of the RFP and in the Proposal.

1.37 “Key Staff”: Contractor’s key personnel listed in Attachment II.
1.40 "Object Code": The binary code version of the Source Code that has been processed by a compiler.

1.41 "Operational": The condition when the System is totally functional in accordance with its Specifications and usable for its purposes in the daily operations of State, and all of the Data has been loaded into the System and is available for Productive Use by State.

1.42 "Performance Standards": The standards to which the System shall perform are described in Attachment X Service Level Agreements.

1.43 "Phase": The CAFÉ system implementation project is organized into six Project Phases. These are Project Initiation Phase, four Project Software Release Phases numbered 1 through 4, and a Project Post-implementation Phase. Any reference to these Project Phases in this document will include the word "Project" and will have an initial capital. Any use of the word phase other than as described in this section will refer to some generic portion or grouping of tasks, such as the system development lifecycle phases.

1.44 "Pilot": The tests and other activities to be conducted at sites designated by State, as described in Attachment I.

1.45 "Platform Environment": The Equipment on which the System will be Operational as described in the RFP and Proposal.

1.46 "Post-Implementation Support": The support services to be provided after the implementation of a Release described in Attachment I.

1.47 "Processing": The performance by the Software residing on the Equipment of logical operations and calculations on Data.

1.48 "Production Environment": The Equipment on which the Software will be Operational in production for State.

1.49 "Productive Use": The ability of Users to perform functional activities in the System that is Operational in the Production Environment in accordance with Specifications and Performance Standards.

1.50 "Project": The planned undertaking regarding the DDI activities for all Project Phases of the contract.

1.51 "Property": All State Equipment and other State real and personal property.

1.52 "Proposal": Contractor's response to the RFP, which is dated November 8, 2010, which is amended by the Best and Final Offer which is dated December 20, 2010, and which is incorporated herein by this reference.

1.53 "Proprietary Software": All computer programs which were developed and owned by Contractor or Subcontractors prior to the Effective Date or which are developed during the term by Contractor staff in performing work that is not for the Project and any modifications thereof and derivative works based therein, and the documentation used to describe, maintain and use such Proprietary Software.

1.54 "Purchase Price(s)": The price(s) for the purchase of each Deliverable, in whole or in part, as described in Attachment I.

1.55 "Quality Assurance" or "QA": The process of reviewing project activities and Work Products to ensure merit, value and correctness, while objectively determining if the correct
1.57 "Release": The Software functionality of the System developed and implemented in a Project Software Release Phase. The System will be divided into four Releases to be provided by Contractor for each Roll-Out of the System as described in the RFP and Proposal.

1.58 "Retainage(s)" : The payment amounts held back by State from each Deliverable Purchase Price which includes Charges for Warranty Services and Post-Implementation Support.

1.59 "Report(s)" : Documents provided by Contractor to State regarding Project activities, events and Services provided.

1.60 "Roll-out": The successful completion of Implementation activities that allows deployment of a Release to all Sites for Productive Use by Users.

1.61 "Schedule": The dates described in the Work Plan for commencement of and completion of performance of Services, delivery of Deliverables, Work Products, and other Project events and activities.

1.62 "Self Help Code": Any back door, time bomb, or drop-dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the State. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

1.63 "Services": The tasks and services to be performed by Contractor on the Project, as described in the Contract, RFP, and Proposal, including without limitation Project management, production and delivery of the Deliverables, Testing, Training, Pilot, Conversion, Implementation, Warranty Services, and Post-Implementation Support.

1.64 "Site(s)": The location(s) for the Equipment and Software, as set forth in the RFP and Proposal.

1.65 "Software": The Application Software, the Custom Software, and all Enhancements thereto all in Source Code and Executable Code formats that comprise the System.

1.66 "Source Code": The series of instructions to the computer for carrying out the various tasks that are performed by a computer program, expressed in a programming language that is easily comprehensible to appropriately trained personnel who translate such instructions into Object Code which then directs the computer to perform its functions.

1.67 "Specifications": The technical and other written specifications and objectives that define the requirements and Acceptance Criteria for a Deliverable, as described in the RFP, the Proposal and, to the extent applicable, subsequent Deliverables (including Documentation to be created by Contractor as a Deliverable hereunder), which have received Acceptance, to the extent applicable met Performance Standards.

1.68 "Staff": Individuals assigned by Contractor to the Project, including Contractor’s partners principals, employees. Subcontractors and agents, who shall provide the Services on behalf of Contractor.

1.69 "State": The Louisiana State Department of Children and Family Services, any division, section, office, unit or other entity thereof or any of the officers or other officials lawfully representing State.

1.70 "State CAFÉ Project Director": The person designated by State to be responsible for all financial and contractual matters regarding the contract, including but not limited to, the person to whom State signature authority has been delegated in writing. The person designated by State to be responsible for day to day management of State resources assigned to the Project and monitoring of the status of Contractor’s performance under the contract. The terms include, except
than Contractor or its subcontractors.

1.72 "Statewide Implementation Acceptance": State notification of Acceptance following completion of implementation activities for each Project Software Release Phase and Roll-out of each Release throughout the State.

1.73 "Subcontractor": A person, partnership, or company, that is not a partner/principal of, in the employment of, or owned by, Contractor, which is performing Services under this contract, under a separate contract with or on behalf of Contractor.

1.74 "System": The complete collection of all Software comprising the Common Access Front End (CAFE) system, integrated and functioning together with the Data in accordance with the applicable Specifications and on the Equipment.

1.75 "System Testing": Functional and integration testing performed on the System by Contractor so that Contractor can provide Confirmation of the System's readiness for Acceptance Tests by State on the System and after Contractor has: completed design and development of the Custom Software, integrated the Application Software, Custom Software, Data and Equipment as the System.

1.76 "Third Party Software": Software developed by parties other than State or Contractor and generally distributed for commercial use, and not specifically designed or developed for State, including without limitation operating system software, tools, utilities, and commercial off the shelf software.

1.77 "Training": Training Services to be provided by Contractor to State, as described in Attachment I and any Training Deliverable.

1.78 "Transfer Software": Software that is transferred to State from the state of Wisconsin for use by State and will become the base system modified by Contractor Staff to create the System.

1.79 "Turnover": The transfer of responsibility for certain Services from Contractor to State, as described in Attachment I and in Section 6.8.C.

1.80 "Unauthorized Code": Any virus, Trojan horse, worm or other software routines or equipment components designed to permit unauthorized access to disable, erase, or otherwise harm Software, Equipment, or Data or to perform any other such actions. The term Unauthorized Code does not include Self Help Code.

1.81 "User Acceptance Tests": One type of Acceptance Test as described in the RFP and Proposal.

1.82 "User(s)": Parties who will have use of and access to the System.

1.83 "Warranty Period(s)": The period following each Project Software Release Phase Statewide Implementation Acceptance, during which Contractor shall provide Warranty Services, subject to the understanding that Contractor will continue to provide Warranty Services with respect to any Deficiency found during such Warranty Period even if the time it takes to correct such Deficiency extends beyond the Warranty Period. The Warranty Period shall be in effect from date of each Project Software Release Phase Statewide Implementation Acceptance through the ninth (9th) month thereafter.

1.84 "Warranty Services": The Services to be provided to State by Contractor during the Warranty Periods as described in Attachment VI.

1.85 "Work Plan": The overall plan of activities for the Project, and the delineation of tasks, activities and events to be performed and Deliverables to be produced with regard to the Project, as submitted with the Proposal and as updated in accordance with Section 4.2 of this contract. The
with the State or third parties) for delivery to the State as a result of the performance of the Services under this contract, which may include, without limitation, Custom Software, Reports, designs, structures, models and other Project documents.

2.0 Administrative Requirements

2.1 Complete Description of Services
A full description of the scope of services is contained in the following Attachments which are made a part of this contract:

☐ Attachment I - Statement of Work
☐ Attachment II - Contractor Personnel and Other Resources
☐ Attachment III - State Furnished Resources
☐ Attachment IV - Insurance Requirements for Contractors
☐ Attachment V - Safeguards for Protecting Federal Tax Returns and Return Information
☐ Attachment VI - Warranty Services
☐ Attachment VII - Change Orders
☐ Attachment VIII - Revisions from Contract Negotiations
☐ Attachment IX - Performance Bond
☐ Attachment X - Service Level Agreements
☐ Attachment XI - Contractor Security Policies
☐ Attachment XII - Project Assumptions

2.2 Term of Contract
This contract shall begin on the Effective Date and shall end on the earlier of 36 months thereafter or completion of the Services, subject to earlier termination as provided in the contract.

2.3 Staff Insurance
Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees. The cost of such insurance shall be documented in the Maximum Amount included in Section 5.0. Insurance requirements shall be documented in Attachment IV. Contractor will require any subcontractors to maintain the same insurance coverages and amounts as required of Contractor hereunder.

2.4 Licenses And Permits
Contractor shall secure and maintain all licenses and permits required for it to perform the Services or provide the Deliverables. Contractor shall comply with all applicable State and federal licensing requirements for it to perform the Services or provide the Deliverables necessary in the performance of this Agreement.

2.5 Security
Contractor’s personnel, when located at DCFS facilities in Louisiana shall comply with the security regulations as set forth in “DSS Computer Security Policy Guidelines.” Contractor’s personnel, when located at Contractor’s development center shall comply with the security regulations as set forth in Attachment XI.

2.6 Taxes
Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor’s federal tax identification number is 06-1454513.
the receiving party from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as such party uses with respect to its own Confidential Information, which for Contractor is set forth in Attachment XI and which for State is set forth in the "DSS Computer Security Policy Guidelines", but in no event using less than a reasonable degree of care. The receiving party shall not be required to keep confidential any data or information that is or becomes publicly available, is already rightfully in the receiving party's possession, is independently developed by the receiving party outside the scope of this Contract, or is rightfully obtained from third parties. Nothing in this provision shall prevent the receiving party from disclosing any data or information as may be required by law, regulation, judicial or administrative process, or in connection with litigation pertaining to this Contract.

B. State hereby consents to Contractor disclosing State Confidential Information to subcontractors who are providing services in connection with this Contract. Contractor shall obtain from any authorized third party recipient of State Confidential Information a written acknowledgment that such third party will be bound by confidentiality obligations that are substantially similar to the terms as specified in Section 2.7 with respect to the Confidential Information.

C. Notwithstanding the above, Contractor acknowledges that this contract shall be a public record as defined under Louisiana law. Any specific information that is claimed by Contractor to be Confidential Information must be clearly identified as such by Contractor. To the extent consistent under Louisiana law, State will maintain the confidentiality of all such information marked confidential information. If a request is made to view Contractor's confidential information, State will not disclose such information to the requester and will notify Contractor of the request and provide Contractor at least ten (10) business days notice so that Contractor can take steps to prevent such information from being released to the requester (e.g., obtain a court order enjoining that disclosure).

D. Return. Subject to record retention laws and to State's rights under Section 12.0, each party shall promptly return to the disclosing party, at the written request of the disclosing party on termination or expiration, all of the disclosing party's Confidential Information, including copies thereof, provided, however, that Contractor may retain a limited number of copies of the State's Confidential Information as part of its work papers supporting the Services, provided that such copies remain subject to its confidentiality obligations hereunder.

E. Injunctive Relief and Indemnity. The receiving party shall promptly report to the disclosing party any and all unauthorized disclosures or uses of the disclosing party's Confidential Information of which it or its personnel is aware or has knowledge. The receiving party acknowledges that any publication or disclosure of the disclosing party's Confidential Information to others in breach hereof may cause immediate and irreparable harm to the disclosing party. If the receiving party should publish or disclose such Confidential Information to others without authorization, the disclosing party shall immediately be entitled to seek injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.

F. Nondisclosure of Other State Information. The use or disclosure by the receiving party of any Confidential information not necessary for, nor directly connected with, the performance of the receiving party's responsibility with respect to Services is prohibited, except upon the express written consent of the disclosing party.

G. Safeguards for Protecting Federal Tax Return Information. In connection with the performance of the Services, it may be necessary for State to disclose to Contractor Federal tax returns or return information. In such case, State will notify Contractor in writing if it will provide such information to Contractor and, to the extent Contractor receives such information, Contractor will follow those safeguards for such information that are applicable to Contractor as set forth in Attachment V.

H. Survival. The provisions of this Section shall remain in effect following the termination or expiration of this contract.
(2) Each Release of the System (including but not limited to Third Party Software integrated into the System by Contractor or subcontractors) shall meet its Specifications at the time of its Acceptance following each Project Software Release Phase Statewide Implementation and during the Warranty Period for that Project Phase. During the Warranty Period, Contractor shall promptly proceed with the Warranty Services for each Deficiency identified during the Warranty Period for each Release of the System, including Deficiencies in an earlier Release of the System that are caused by such subsequent Release of the System.

(3) Notwithstanding the foregoing, Contractor shall have no obligation for any Deficiency that results from (a) revisions or modifications to the Deliverable made by anyone other than Contractor or its subcontractors, with the understanding that the RFP and Proposal provide for the performance of certain non-critical Custom Software development work to be performed by State Personnel as assigned by Contractor as part of the knowledge transfer activities under this contract and such development work will not relieve Contractor of its warranty obligations hereunder; (b) the operation of the System with other items (e.g., State-supplied data, services, software or equipment) that Contractor did not integrate into the System, with the understanding that the mere fact that the State has migrated the System from a development environment to a production environment does not in and of itself constitute such operation; (c) the State’s failure to use any new or corrected versions of the Deliverable made available by Contractor or use of the Deliverable in a manner not contemplated by the requirements or design for the System; or (d) Contractor’s adherence to the State’s specifications.

B. Services.

(1) Contractor represents and warrants that it shall perform all Services required pursuant to this contract in a professional manner, with the industry standard quality provided by a national consulting firm.

(2) Contractor shall promptly re-perform Services which are not in compliance with such representations and warranties at no additional cost to the State during the Warranty Period for such Services.

C. Date/Time Compliance Warranty.

(1) Contractor warrants that the System and all data related output or results produced by the System (i) do not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by State that may deliver or interact with date records from the Software, provided such other software used by State properly exchanges date data with System in formats that correctly identify the century.

(2) In the event of a breach of these warranties, Contractor shall promptly begin work after telephonic notice by State on curing such breaches. Notice by State will describe the breach in sufficient detail to allow Contractor to address it. If such problem remains unresolved after three calendar days, at State’s discretion, Contractor shall provide, at Contractor’s sole expense, at least one qualified and knowledgeable representative to address and work to remedy the Deficiency.

D. System Performance. Specific operating performance characteristics of the System developed and/or installed hereunder are warranted by the Contractor as stated in Attachment I.

E. No Surreptitious Code Warranty. Contractor warrants that Custom Software provided hereunder will be free from any “Self-Help Code” and Contractor will not knowingly or intentionally insert into any Custom Software any “Unauthorized Code”.

F. Power and Authority. Contractor represents and warrants that it has the full power and authority to grant to State the rights in Contractor Technology described in this contract without violating any rights of any third party and that there is currently no actual or threatened suit by any such third party based on an alleged violation of such rights by Contractor. Contractor further represents and warrants that the person executing this contract for Contractor has actual authority to bind Contractor to each and every term, condition and obligation to this contract, and that all requirements of Contractor have been fulfilled to provide such actual authority.
H. Authorization. Contractor represents and warrants that:
(1) Contractor is a limited liability partnership duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has all requisite organizational power and authority to execute, deliver and perform its obligations under this contract;
(2) The execution, delivery and performance of this contract has been duly authorized by Contractor and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Contractor to enter into this contract and perform its obligations under this contract;
(3) Contractor is duly authorized to conduct business in and is in good standing in each jurisdiction that Contractor will conduct business in connection with this contract; and
(4) Contractor has obtained all professional licenses, certifications, permits, and authorizations necessary to perform its Services under this contract and currently is in good standing with all agencies that regulate any or all aspects of Contractor's performance of Services. Contractor will maintain all such certifications, licenses, permits, and authorizations during the term of this contract at its own expense.

I. Ability to Perform. Contractor represents and warrants that:
(1) Contractor has the financial stability to carry out at least six months of Services, including Warranty Services, during any period of this contract without reimbursement for the Services or expenses;
(2) Contractor has the financial resources to fund the capital expenditures required under the contract, if any, without advances by State or assignment of any payments by State to a financing source;
(3) Each Subcontractor providing a substantial amount of the Services under this contract has the financial resources to carry out its duties under this contract; and
(4) Contractor's methods of accounting are consistent with standard accounting principles.

J. THIS IS A SERVICES AGREEMENT. CONTRACTOR IS PRIMARILY PROVIDING SERVICES UNDER THIS AGREEMENT, AND THE PROVISION OF ANY TANGIBLE ITEMS HEREUNDER SHALL BE DEEMED AN INCIDENTAL PART OF THE SERVICES AND NOT THE SALE OF GOODS WITHIN THE MEANING OF THE UNIFORM COMMERCIAL CODE.

3.0 Technical Requirements

3.1 Statement Of Work
Contractor shall perform services according to the terms of this contract and according to the Statement of Work (SOW) in Attachment I.

3.2 CONFIGURATION REQUIREMENTS
The Software System being installed shall be designed and configured by the Contractor to operate with existing Equipment (including networking environments) and Software as specified in the RFP and Proposal.

3.3 Project Management
Contractor shall adhere to the Project management functions identified in RFP and the Proposal.

3.4 Quality Assurance Reviews
State reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the Project as agreed to by the parties. Contractor will cooperate with the review process by making relevant Staff and information available as reasonably requested by the reviewers at no additional cost to the State.

3.5 Contractor Resources
Contractor agrees to provide the following Contract related resources:

A. Lead Engagement Principal. Contractor shall provide a Lead Engagement Principal to provide oversight to the Contractor Project Manager and to provide an escalation path within the
management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The Contractor Project Manager shall possess the technical and functional skills and knowledge to direct the day-to-day aspects of the project. The Contractor Project Manager shall be at a level sufficient to assure timely responses from all Contractor personnel and whose resume and qualifications will be reviewed and approved by State prior to his or her appointment as Contractor Project Manager. The Contractor Project Manager shall be able to make project management decisions pursuant to this contract for Contractor. The Contractor Project Manager or other substitute Project management personnel for Contractor shall be at the Site full time during the DDI Services.

C. Key Personnel Contractor shall assign staff that are identified herein as key personnel, who possesses the knowledge, skills, and abilities to perform their individually assigned tasks in accordance with the terms of this contract. Individuals to be assigned as key personnel by the Contractor are listed in Attachment II.

D. Personnel Changes Except for an Excused Absence (as defined below), Contractor’s Project Manager and other Key Staff assigned to this Contract may not be removed by Contractor from their assigned roles during the period of performance for each such individual as estimated in Attachment II and as may be further modified and agreed to by the parties in the Work Plan, without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that Contractor personnel become unavailable due to resignation or termination of employment or association, illness, death, or other factors or circumstances, excluding assignment to projects outside this contract, outside of the Contractor’s reasonable control (each an “Excused Absence”), the Contractor, shall be responsible for providing an equally qualified replacement to avoid delays to the work plan.

E. Other Resources Contractor will provide other resources as specified in Attachment II.

F. Reference Checks Due to the confidential nature of the information and materials which will be accessible to Contractor, State shall conduct a reference check on Contractor Staff to be used to provide the Services. State reserves the right in its sole discretion to reject any proposed Staff as a result of information produced by such reference checks or additional sources of information.

3.6 State CAFÉ Project Director
State shall appoint a CAFÉ Project Director for this Contract who will provide oversight and assign tasks for the activities conducted hereunder. The Project Director is identified in Attachment III. Notwithstanding, the Contractor’s responsibility for project management during the performance of this Contract, the assigned State CAFÉ Project Director shall be the principal point of contact on behalf of the State and to the Contractor concerning said performance under this Contract.

3.7 State Furnished Resources
State will make available to the Contractor for use in fulfillment of this contract those resources described in Attachment III.

3.8 State Standards And Guidelines
Contractor shall comply with State standards and guidelines related to systems development, installation, software distribution, security, networking to the extent set forth in the applicable Specifications for the applicable Deliverable.

3.9 Electronically Formatted Information
Where applicable, State shall be provided all documents in electronic format, as well as hard copy. Electronic media prepared by the Contractor for use by the State will be compatible with the State’s equivalent desktop applications (e.g., spreadsheets, word processing documents). Conversion of files, if necessary, will be Contractor’s responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the State’s current desktop applications.
Contractor shall provide State with the Deliverables according to the Work Plan and as mutually agreed upon in writing during Warranty Services, as described in the RFP, the Proposal and this contract. Contractor shall utilize the Specifications, the Work Plan, the RFP, the Proposal, the Deliverables for which the State has previously granted Acceptance in addition to Contractor’s professional knowledge, and this contract as the basis of subsequent Deliverables. Contractor shall retain backup copies of deliverables on electronic media until 180 days after termination or expiration of this contract and copies shall be made available to the State during that time upon its request.

All Deliverables shall be subject to the Acceptance procedures in this contract, including without limitation, those Deliverables provided pursuant to Change Orders. State’s review of Deliverables shall be in accordance with the time frames set forth in the Work Plan.

4.2 Work Plan

The Contractor’s final Work Plan shall be contained in the Proposal, as revised by Contractor with assistance of State, to reflect Project changes since Contractor’s initial submission. The Work Plan shall provide detailed information, in Microsoft Project (Version 2000 or later) as described in the RFP, including but not limited to tasks, Deliverables, Schedules, task dependencies, resource requirements, and Payment Schedules. The Work Plan shall include the mutual expectations and work to be performed by State and Contractor in order to complete the Project successfully. Contractor shall deliver the revised Work Plan to the State CAFE Project Director for State’s review no later than 30 days after the Effective Date of the contract. In the event of failure of either party either to agree upon this Work Plan or the State to give its Acceptance thereof within 45 days of the Effective Date, State may invoke its right to immediately terminate this contract upon written notice to Contractor, and, in State’s discretion, pursue negotiations with an alternative vendor.

The Schedule shall not change as a result of time required by Contractor to correct Deficiencies, unless otherwise agreed beforehand by writing by State. However, the Schedule may, only by mutual agreement of the parties in writing, be extended on a day to day basis to the extent that State’s review of a Deliverable and review of corrections of Deficiencies in accordance with the Acceptance process and Acceptance Test Plan is longer than described in the Schedule.

Contractor shall provide updates to the official State maintained Work Plan regularly (no less than monthly) as described in the RFP and as otherwise necessary throughout the Project to accurately reflect the status of and schedule for activities, tasks, events, Services, and projected Schedule for such activities, tasks, events and Services. Any such updates must be agreed upon by State prior to their final incorporation into the Work Plan. Unless otherwise specifically agreed upon in writing, State’s agreement to a change of the official Work Plan shall not relieve Contractor of liability for liquidated damages and other damages subject to Sections 46.0 C-D that arise from such failures to perform its obligations as required herein. State shall maintain updated copies of the Work Plan in a common server drive accessible by Contractor.

4.3 Acceptance Process for Deliverables

Upon delivery of a Deliverable and receipt of Confirmation from Contractor that the Deliverable is ready for its Acceptance Tests and meets Specifications including applicable Service Level Agreements in Attachment X if any (other than with respect to cosmetic or immaterial Deficiencies), State will, with Contractor’s assistance, within the applicable review period as set forth below or as provided in the Work Plan, promptly review or perform Acceptance Tests on the Deliverable, as applicable, to determine whether the Deliverable conforms to its Acceptance Criteria. State will employ PMO and QA Contractors to participate in such review and will take into consideration the merits of their comments and suggestions in determining Acceptance. State will provide Acceptance for a Deliverable if it has no Deficiencies. State acknowledges that a Deliverable may have cosmetic or immaterial deficiencies and agrees that any such cosmetic or immaterial deficiencies will not prevent Acceptance of the Deliverable. Contractor agrees to correct such cosmetic or immaterial deficiencies during the applicable Warranty Period. If a Deficiency is found, State will notify Contractor in an e-mail or other documentation of Deficiencies used as the grounds for State’s decision not to give Acceptance. Contractor shall correct Deficiencies and resubmit a corrected Deliverable to State who will rereview or retest previously identified Deficiencies on the Deliverable to verify whether the Deficiencies has been corrected. State shall submit in writing
such time period shall be ten business days. For each Release of the System, the State will provide Statewide Implementation Acceptance within 10 business days of the applicable Roll-Out. If the State does not provide Contractor with written notice of its Acceptance (including Statewide Implementation Acceptance) or rejection of a Deliverable within five business days after the expiration of the applicable review period as described above in this Section 4.3, the Deliverable will be deemed accepted by the State. The System shall be considered accepted with the acceptance of the final Release of the System.

If Contractor is unable to correct all Deficiencies within the number of days indicated in the Work Plan following the Deliverable’s scheduled Acceptance, or if no such date is included in the Work Plan, within 60 days from such scheduled Acceptance, State may, at its option: (a) continue reviewing or performing Acceptance Tests on the Deliverable and require Contractor to continue until Deficiencies are corrected or eliminated; (b) request Contractor to provide, at no additional expense to State, a replacement Deliverable for further review or Acceptance Tests; (c) offset from the Purchase Price an amount mutually agreed to by the parties to the extent the Deficiencies for the Deliverable have not been corrected and provide Acceptance for the applicable Deliverable; or (d) after completion of the process set forth in this Section 4.3 and providing Notice of default to Contractor, terminate this contract as described in Section 6.2. Notwithstanding the foregoing, Contractor shall have no obligation for any Deficiency that results from: (a) revisions or modifications to the Deliverable made by anyone other than Contractor or its subcontractors; (b) the operation of the System with other items (e.g., State-supplied data, services, software or equipment) that Contractor did not integrate into the System, with the understanding that the mere fact that the State has migrated the System from a development environment to a production environment does not in and of itself constitute such operation; (c) State’s failure to use any new or corrected versions of the Deliverable made available by Contractor or use of the Deliverable in a manner not contemplated by the requirements or design for the System; or (d) Contractor’s adherence to the State’s specifications.

4.4 Source Code.
Contractor shall provide State with a copy of the Source Code for the Custom Software and any existing corresponding Documentation to be created by Contractor as a Deliverable hereunder for the Custom Software at the following points in time: (i) upon Acceptance of the System following implementation readiness testing; (ii) as described in the Work Plan; and (iii) at other times during the Project as reasonably requested by State. Contractor shall provide such Source Code and such Documentation at no additional cost on magnetic media in a format agreed to by the parties.

4.5 Protection From Damage
Contractor shall protect all Deliverables and backups therefore prior to their Acceptance and while in Contractor’s possession or control from damage, destruction or loss resulting from or caused by the acts or omissions of Contractor in connection with the Services. Contractor shall ship all Deliverables purchased pursuant to this contract, FOB State’s destination. The method of shipment shall be consistent with the nature of the goods and hazards of transportation. During the period Deliverables are in transit and in possession of Contractor, its carriers or State prior to their Acceptance, Contractor and its insurers, if any, shall relieve State of responsibility for all risks of loss or damage thereto, unless such loss or damage are caused by the negligence or misconduct of State. After State provides Acceptance for a Deliverable, the risk of loss or damage shall be borne by State, except loss or damage attributable to Contractor’s acts or omissions.

4.6 Delivery
Contractor shall deliver the Deliverables pursuant to this contract. Contractor shall work diligently to deliver all Deliverables on or before the applicable Delivery Dates in the Work Plan, will notify State in advance if it expects delays in delivery and the parties will mutually agree upon a revised date for any such Deliverable. All such deliveries made pursuant to this contract must be complete. Contractor shall deliver hard copy and electronic versions of the Deliverables in formats agreed to by the parties.

4.7 Interpretation of Deliverables
There may be a case where a previously documented requirement is inadvertently omitted or not addressed directly in a subsequent Deliverable. No requirements will be omitted from the Specifications without the written consent of the State CAFÉ Project Director.

4.8 Knowledge Transfer
Contractor shall demonstrate and provide information to staff designated by State about the functionality, maintenance and operation of the Software in accordance with the Project Mentoring and Transition Strategy.

4.9 Go/No Go Decisions
For each Project Software Release Phase, State shall assess the extent to which the Implementation obligations described in the contract have been completed as described in the following sentence and whether State is ready for each Go/No Go Decision. After all Implementation tasks have been completed, all tasks and criteria in the Go-Live Checklist have been satisfied, and the State has given its Acceptance of the Statewide Implementation Readiness Assessment Certification Deliverable, State will make its Go/No Go Decision. However, if State does not give such Acceptance for the Statewide Implementation Readiness Assessment Certification Deliverable in accordance with Section 4.3, Contractor will correct the Deficiency that is cause thereof in accordance with Section 4.3. If State makes its Go/No Go Decision for a Release, Contractor shall provide Post-Implementation Support Services for that Release as described in Attachment I and Attachment VI. Notwithstanding the provisions of this Section 4.9, a Go decision does not constitute Statewide Implementation Acceptance of the Release, which shall be as described in Section 4.3. Upon Statewide Implementation Acceptance of a Release, Contractor shall provide Warranty Services as set forth in Section 2.8.

4.10 Federal Approval.
Contractor Obligations. Pursuant to achieving project objectives, Contractor agrees:
(1) To perform Services as described in Attachment I;
(2) To provide on a timely basis, information, data, forms, documentation, and assistance reasonably requested by State and to the extent needed by State in obtaining federal approval for the Project;
(3) To work with State to agree upon mutually acceptable changes to the Services or the System, which may be required following the application for federal approval or should the applicable federal oversight agencies determine that the System is not eligible for Federal Financial Participation. Agreement on the approach and cost, if any, of any such changes will be in the form of a contract amendment, or in accordance with Attachment VII (Change Orders).

5.0 Compensation and Maximum Amount of Contract
In consideration of the services required by this contract, State hereby agrees to pay to Contractor a Maximum Amount of $29,499,108.

5.1 Payment for Services and Deliverables
A. Firm Fixed Price. Except as otherwise specifically provided herein, Contractor shall be compensated on a firm fixed price basis with Purchase Price payments following Acceptance of the applicable Deliverable(s). Purchase Price payments and Charges, less Retainage and subject to the State remedies herein, will be made following receipt of correct invoices which may be issued in accordance with the terms hereof after Acceptance by the State of the applicable Deliverable(s).

B. The Purchase Prices are based on the Project Assumptions set forth in Attachment XII (the "Project Assumptions"). Any change in the scope of Services or deviation from the Project Assumptions may adversely impact or cause changes to the level of effort required to perform the Services or provide the Deliverables, or the Schedule for the Services, Deliverables, which may impact the fees and expenses for the Services or Deliverables. Contractor will be entitled to receive an equitable adjustment in the Schedule for performance and the compensation otherwise payable to it under this contract as a result thereof. In such event, the parties will mutually agree upon a Change Order documenting such adjustments.
Retainage shall accrue to the Contractor.

D. Change Order Payment. Payments for Change Order work will be based on the number of actual hours which have been authorized by the State and which have been performed by the Contractor as required in the Change Order; provided that, unless otherwise agreed to in the Change Order, invoices shall be submitted upon the Acceptance of certain Deliverables as specified in the Change Order. Hourly rates for Change Order work are identified in the Proposal. Retainage will not be withheld from payments for Change Order work and thus invoices for these Services shall be separate from invoices for fixed price Deliverables.

E. Transportation and Insurance Charges. The costs associated with transportation, delivery and insurance for each Deliverable, if any, shall be paid for by Contractor.

F. Contractor Expenses. Contractor shall be responsible for payment of all expenses related to the contract, including but not limited to salaries, benefits, employment taxes, insurance, travel and per diem for its Staff.

G. Invoices. Contractor shall submit correct invoices to the State CAFÉ Project Director for all Charges. Purchase Prices and other amounts to be paid by State hereunder. Invoices should be dated, uniquely numbered, and, reference the contract number, associated Deliverables accepted by the State, associated Acceptance dates, billable staff-hours incurred per item, and be signed by Contractor’s Project Manager or other authorized representative. The State’s CAFÉ Project Director will review invoices and upon approval will submit to the Department’s payment section for payment issuance. All invoices submitted must meet with the approval of the State CAFÉ Project Director or designee prior to payment. Contractor shall only submit invoices for Services or Deliverables as permitted by Section 5.1 of this contract. Incorrect or incomplete invoices will be returned by State to Contractor for correction and reissue. The contract number and if applicable, purchase order number must appear on all invoices, bills of lading, packages, and correspondence relating to this contract. Invoices must reference this contract and provide detailed information and in a format as reasonably requested by State, including without limitation:

1. Contractor name, address, telephone number and federal tax identification number;
2. Invoice date, number and Louisiana DOA issued contract number
3. An itemization of each Deliverable;
4. Applicable Purchase Prices and Charges and Retainages;
5. Date of delivery and/or date of installation and the Acceptance date triggering payment, as applicable;
6. Any other Project costs with a detailed, itemization of such costs, if applicable;
7. Sales or use taxes, if applicable.
8. Credits and liquidated damages, if any;
9. Total Retainage withheld and Gross and Net Total amount due, and
10. Signature by authorized representative.

H. Overpayments to Contractor. Contractor shall promptly, but in all cases within 30 days, pay to State the full amount of any erroneous payment or overpayment upon agreement to an erroneous payment or overpayment to which Contractor is not entitled.

I. Advance Payments Prohibited. No advance payment shall be made for goods or Services furnished by Contractor pursuant to this contract.

J. Credits. Any credits due State under this contract may be applied against Contractor’s invoices with appropriate information attached, upon giving of notice required herein, if any, by State to Contractor.

K. No Increases. Contractor shall not increase the Maximum Amount due from State under this contract for all Services and Deliverables, Purchase Prices, or other Charges during the term of this contract.
B. Cover II. in the reasonable judgment of State, a default by Contractor relating to its failure to provide acceptable Deliverables as set forth in Section 4.3 is not so substantial as to require termination of the entire contract. State may exercise its termination rights for Deliverable(s), in whole or in part, as set forth in Section 6.2 and procure from a third party the terminated Deliverable(s) on the open market and, subject to the provisions of Section 6.2 and Sections 46.00C D. Contractor shall be liable for the cost difference between the Purchase Prices for the terminated Deliverable(s) and the replacement costs of such Deliverable(s) acquired from another vendor expended by State; provided that State shall mitigate any such difference to the maximum extent possible. In addition, State will also have the additional Cover remedies available to it as set forth in Section 6.5 for termination of the entire contract pursuant to Section 6.1.

C. Performance Bond. The Performance Bond shall secure the performance of Contractor, including without limitation performance of the Services in accordance with the Work Plan and providing Deliverables in accordance with the Specifications, and shall secure any damages, cost or expenses resulting from Contractor's default in performance hereunder or liability caused by Contractor. In the event of termination for default/cause, the Performance Bond shall become payable to State for any outstanding damage assessments agreed to by the parties or made by the State Commissioner of Administration against Contractor pursuant to the dispute resolution process provided in R.S. 39:1524 and 1525. No appeal from the Commissioner's decision shall stay payment under the Performance Bond. An amount up to the full amounts of the Performance Bond may also be applied to Contractor's liability for any administrative costs and/or excess costs incurred by State in obtaining similar Software, Deliverables, other products and Services to replace those terminated as a result of Contractor's default as set forth in Section 6.5. State may seek other remedies in addition to this stated liability. Contractor reserves the right to make payments for any outstanding damage assessments agreed to by the parties or made by the State Commissioner of Administration, as noted above, rather than executing the Performance Bond.

5.3 Retainage Payments
A. Project Software Release Phase Deliverables. Upon Statewide Implementation Acceptance of a Release, one-half of the retained funds related to paid Deliverables associated with that Project Phase will be paid to the Contractor. The remaining retained funds will be paid to the Contractor following the Warranty Period for such Project Phase subject to the correction by Contractor of all Deficiencies identified during such Warranty Period. No interest on retained funds shall accrue to the Contractor. Any retainage for Project Phase Deliverables which occur after Statewide Implementation Acceptance of that Release will be considered as retainage for the next Project Phase.

B. Project Initiation Phase Deliverables. Project Initiation Phase Deliverable retainage will be paid to Contractor in two payments on the same schedule as the Project Software Release Phase 1 Deliverables retainage payments.

C. Project Post-implementation Phase Deliverables. Upon completion of the Project, one-half of the retained funds for Project Post-implementation Phase Deliverables will be paid to Contractor. The remaining retained funds for Project Post-implementation Phase Deliverables will be paid to Contractor three months after the end of the contract.

D. Project Management Deliverables. Retained funds for Project Management Deliverables will be paid to Contractor with the retained funds for the Project Phase during which they are delivered.

E. Estimated retainage payment dates. The estimated dates of retainage payments, which will be finalized based on the project plan, are:
from start of Contract.


5. Project Post-implementation Phase: Initial – Month 36 from start of Contract, Final – Month 39 from start of Contract.

5.4 Liquidated Damages

In some cases, the actual damage to State as a result of Contractor's failure to meet specific Service Level Agreement or other material obligations as set forth below are difficult or impossible to determine with precise accuracy. Therefore, the parties agree that State may assess liquidated damages in amounts as set forth below, provided that State has given Contractor written notice thereof and an opportunity to cure in accordance with the terms as set forth below.

A. Removal of Key Staff. Parties agree that continuity of Key Staff is important to the success of the Project. Except for Excused Absences (as defined above in Section 3.5.D) or if removal is requested by State, any unplanned removal of Key Staff from the Project in breach of Section 3.5.D without State written consent and such removal is reasonably determined detrimental to the Project by the State CAFÉ Project Director, State may assess to Contractor as liquidated damages an amount not to exceed $50,000 per occurrence for Key Staff. Such sums shall be treated as liquidated damages in lieu of actual damages and not as a penalty. The State may deduct such liquidated damages from any sums due the Contractor, under this Contract.

B. Failure to Meet Performance Standards. Parties agree that the availability and responsiveness of the System to users when accessing is important to the success of the Project. Except to the extent Contractor’s failure to meet the Service Level Agreements in Attachment X is caused by or results from (i) any act or omission of any entity other than Contractor or its subcontractors; (ii) an event of force majeure; or (iii) other factors beyond the Contractor’s reasonable control, if Contractor fails to meet the Service Level Agreements for System Performance set forth in Section 2 (Service Level Agreements) of Attachment X beginning thirty (30) days after the Statewide Implementation Acceptance for a Release and such failure is not cured within ten (10) days after Contractor receives written notice thereof from State and is reasonably determined to be detrimental to the Project by the State CAFÉ Project Director, State may assess to the Contractor liquidated damages in an amount not to exceed $1,000 per occurrence per day, not to exceed $10,000 per month. Such sums shall be treated as liquidated damages in lieu of actual damages and not as a penalty. The State may deduct such liquidated damages from any sums due the Contractor under this contract.

C. Missed Critical Events. Except to the extent Contractor’s failure to meet a Critical Event, as defined in Attachment I, is caused by or results from (i) any act or omission of any entity other than Contractor or its subcontractors, (ii) an event of force majeure, or (iii) other factors beyond the Contractor’s reasonable control, any Critical Event that has not been able to be Accepted by the State within one month of the official Project Work Plan scheduled Acceptance date (the date the review period ends for the applicable Critical Event) for the applicable Deliverable to which such Critical Event is tied, and such delay is reasonably determined detrimental to the Project by the State CAFÉ Project Director, State may assess to the Contractor as liquidated damages an amount not to exceed $1,000 per day or a total of $100,000 per Critical Event per Project Phase. Such sums shall be treated as liquidated damages in lieu of actual damages and not as a penalty. The State may deduct such liquidated damages from any sums due the Contractor under this contract.

The parties acknowledge and agree that Contractor could incur liquidated damages for more than one event if Contractor fails to timely perform its obligations by each date; provided, however, that
remedy the State may have under this contract for Contractor's breach of this contract, including without limitation, the State's right to terminate this contract, and the State shall be entitled in its discretion to seek recovery of actual damages caused by Contractor's failure to perform its obligations under this contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. In addition, such actual damages shall be subject to the limitations set forth in Sections 46.0.C-D.

Amounts due to the State as liquidated damages may be deducted by the State from any money payable to Contractor under this contract, or the State may bill Contractor as a separate item therefore and Contractor shall promptly make payments on such bills.

6.0 Termination

6.1 Termination for Cause
Either party may terminate this Contract for cause based upon the failure of the other party to materially comply with the terms and/or conditions of the Contract, provided that the non-breaching party shall give the breaching party written notice specifying the breaching party's failure. If within thirty (30) days after receipt of such notice, the breaching party has not corrected such failure then the non-breaching party may terminate the contract on the date specified in such notice.

6.2 Termination for Rejection of Deliverables
If Contractor is unable to correct Deficiencies in a Deliverable, as described in Section 4.3, State shall have the right to immediately terminate this contract, in whole or in part, without penalty or liability to State, and return the Deliverable to Contractor. If State terminates this contract under this Section 6.2, State may invoke the Remedies provided in Section 6.5: provided, however, that if it does this shall be State's sole and exclusive remedy, and Contractor's sole and exclusive obligation, with respect to such termination or any claim relating to any such returned Deliverables.

6.3 Termination for Conflict of Interest
State may terminate this contract by Notice to Contractor if State determines, after due notice and examination, that any party has violated any Louisiana laws regarding ethics in public acquisitions and procurement and performance of contracts.

6.4 Termination for State's Nonpayment
If State fails to pay Contractor's invoices for Purchase Prices and Charges properly submitted under the contract within 90 days of receipt of any such invoice, Contractor may, by giving Notice to State, terminate this contract as of the date specified in the Notice of termination.

6.5 Termination Remedies
In the event of termination of this contract by State under Sections 6.1-6.2, State shall, without limiting its other available remedies, have the right to procure the terminated Services and Deliverables on the open market and, subject to the provisions of Sections 46.0.C-D, Contractor shall be liable for the cost difference between the Purchase Prices for the terminated Deliverables and/or Services and the replacement costs of such Deliverables and/or Services acquired from another vendor expended by State; provided that State shall mitigate any such difference to the maximum extent possible. Contractor's obligation may be met through Section 5.2.C.

If it is determined for any reason that the failure to perform is not within the Contractor's control, fault, or negligence, the termination by State under Sections 6.1-6.3 shall be deemed to be a termination for convenience under Section 6.6.

6.6 Termination for Convenience
In addition to its other rights to terminate, State may terminate this contract, in whole or in part for State's convenience, by thirty days Notice to Contractor. Invocation of Section 6.7 (Termination for Withdrawal of Authority) or Section 8.0 (Availability of Funds) shall be deemed a Termination for Convenience but will not require such thirty calendar days Notice; provided that prior written notice is given to Contractor and that such notice is given as soon as State becomes aware of the withdrawal of authority or unavailability of funds.
contract for Services satisfactorily rendered prior to the effective date of termination.

In case of such termination for convenience, State will pay to Contractor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by State, amounts for Services provided prior to the date of termination for which no separate price is stated and which are not associated with or related to a specific Deliverable for which Acceptance has been given, and amounts for Deliverables which are in development but which have not received Acceptance. The amounts for such Services and Deliverables in development but not accepted will be costs actually and reasonably incurred by Contractor therefore, as based on the hourly Change Order rates set forth in the Proposal, but such costs shall be no greater than the final Purchase Price for each Deliverable.

6.7 Termination for Withdrawal of Authority

In the event that the authority of State to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this contract and prior to normal completion, State may terminate this contract under Section 6.6 (Termination for Convenience), in whole or in part. This Section shall not be construed so as to permit State to terminate this contract in order to acquire similar Services from a third party.

6.8 Termination Procedure

A. Upon termination of this contract, State, in addition to any other rights provided in this contract, may require Contractor to deliver to State any Property, including but not limited to Deliverables and Data, for such part of this contract as has been terminated.

B. After receipt of a Notice of termination, and except as otherwise directed by State, Contractor shall:

1. Stop work under this contract on said date, and to the extent specified in the Notice;
2. Place no further orders or subcontracts for materials, Services, or facilities except as may be necessary for completion of such portion of the work under this contract that is not terminated;
3. As soon as practicable, but in no event longer than 30 days after termination, terminate its orders and subcontracts related to the work which has been terminated, and promptly thereafter settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of State to the extent required, which approval or ratification shall be final for the purpose of this Section;
4. Complete performance of such parts of this contract as shall not have been terminated by State;
5. Take such action as may be necessary, or as the CAFE Project Director may reasonably direct, for the protection and preservation of the Property related to this contract which is in the possession of Contractor and in which State has an interest;
6. Transfer title to Work Product as set forth in Section 9.1 and deliver to State in the manner, to the extent and timeframe reasonably specified by the CAFE Project Director, any Property which is required to be furnished to State and which has been accepted or requested by State; and
7. Provide written certification to State that Contractor has surrendered to State all such property.

C. For up to thirty days following expiration of the contract or Contractor's receipt of notice of termination of the contract by State, Contractor will provide any Turnover assistance Services described in a mutually agreed upon Turnover Deliverable and which is necessary to enable State or its designee to effectively close out the contract and move the work to another vendor or to perform the work by itself. If any Data resides only on Contractor's computers, then within ten days of receipt of the Notice of termination, Contractor shall provide, in machine readable form, an up to date, usable copy of the Data in a mutually agreed upon format. Contractor will ensure that all consents or approvals to allow Contractor and Subcontractors to provide the assistance required following termination or expiration, if any, have been obtained, on a contingent basis, in advance and will be provided by the applicable third parties at no cost or delay to State.
B. Contractor and State agree that, the existence of a dispute notwithstanding, during the 30 day discussion period set forth in Section 7.0A they will continue without delay to carry out all their respective responsibilities under this contract that are not affected by the dispute.

C. Any claim or controversy arising out of this contract that cannot be resolved pursuant to Section 7.0A shall be resolved by the provisions of LSA - R. S. 39:1524 - 1526.

8.0 Availability of Funds

A. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the current fiscal year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without penalty or expense to the State except for payments that have been earned prior to the termination; provided that the State has provided Contractor with written notice thereof prior to such termination so that Contractor can cease work prior to the effective date of termination.

B. The parties acknowledge and agree that this contract is also dependent upon the availability of federal funding. If funding to make payments in accordance with the provisions of this contract is not forthcoming from the federal government for the contract, or is not allocated or allotted to State by the federal government for this contract for periodic payment in the current or any future fiscal period, then State shall have the right to terminate the contract. The obligations of State to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate; provided that State has provided Contractor with written notice thereof prior to such termination so that Contractor can cease work prior to the effective date of termination.

C. If funding to make payments in accordance with the provisions of this contract, is delayed or is reduced from the federal government for the contract, or is not allocated or allotted in full to State by the federal government for this contract for periodic payment in the current or any future fiscal period, then State shall have the right to terminate the contract in whole or in part as provided in Section 8.0A. If such funding is reduced, State in its sole discretion shall determine which aspects of the contract shall precede and which Services shall be performed, with equitable adjustments to Contractor’s Charges for such Services and Purchase Prices for associated Deliverables. In these situations, State will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by State will not extend beyond the end of State’s then current funding period; provided that State has provided Contractor with written notice thereof prior to such termination so that Contractor can cease work prior to the effective date of termination.

D. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, State for exercising its termination rights under this Section 8.0 in the event that the necessary funding to pay under the terms of this contract is not available, not allocated, not allotted, delayed or reduced.

9.0 Ownership and Licenses

9.1 Ownership
Subject to State having satisfied its payment obligations therefor, State will have all ownership rights in the Custom Software or modifications thereof and associated documentation designed, developed or installed with Federal Financial Participation under 45 C.F.R. Part 95, Subpart F.
transfer ownership of the Deliverables (except with respect to any Contractor Technology contained therein) to State upon their Acceptance. As between the parties, the Work Product (except for the licensed Application Software and Contractor Technology, which for the purposes of this Section of the contract shall not be owned by State) shall be deemed works made for hire of State for all purposes of copyright law, and copyright shall belong solely to State. In the event that any such Work Product is adjudged to be not a work made for hire, Contractor agrees to assign, and hereby assigns, all copyright in such Work Product to State (except for the licensed Application Software and Contractor Technology). Contractor shall, at the expense of State, assist State or its nominees to obtain copyrights, trademarks, or patents for all such products in the United States and any other countries. Contractor agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country copyrights and patents, and to transfer or cause to transfer to State right, title and interest in and to such Work Product as contemplated hereunder. Contractor also agrees to waive and not assert any moral rights it may have in any such Work Product.

9.2 Licenses to Software and Documentation
A. Contractor Technology Licenses.

(1) Grants. Subject to State having satisfied its payment obligations therefor, Contractor hereby grants to State a nonexclusive, perpetual, nonterminable, irrevocable license to use, demonstrate, modify, prepare derivative works based on, and reproduce the Contractor Technology, which Contractor provides to State for State's internal purposes.

(2) Term. The licenses hereunder are granted as of the date of delivery of the Work Product in which the Contractor Technology is contained, and continue until State returns the Work Product containing such Contractor Technology.

(3) Title. Contractor and its suppliers hold all right, title and interest in the Contractor Technology.

B. State and Federal Governments. In accordance with 45 C.F.R. § 95.517 and 45 C.F.R. § 92.34, 7 C.F.R. 277.18, all appropriate state and federal agencies, including but not limited to ACF and USDA, will have a royalty free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for federal government purposes: (i) the Custom Software and modifications of the Custom Software, and associated Documentation designed, developed, or installed with Federal Financial Participation under the contract; (ii) the copyright in any Work Product developed under this contract; and (iii) any rights of copyright to which Contractor purchases ownership under this contract.

C. To the extent any Contractor Technology provided to State hereunder constitutes inventory within the meaning of section 471 of the Internal Revenue Code, such Contractor Technology is licensed to State by Contractor as agent for Deloitte Consulting Product Services LLC on the terms and conditions contained herein.

9.3 Intellectual Property Indemnity.
A. Contractor shall, at its expense, defend, indemnify, and hold harmless State and its employees, officers, directors, contractors and agents from and against any third party claim or action against State which is based on a claim that any Work Product or any part thereof under this contract infringes a patent existing at the time of delivery, copyright, trademark, or other intellectual property right or misappropriates a trade secret all to the extent enforceable under U.S. law, and Contractor shall pay all losses, liabilities, damages, penalties, costs, fees (including reasonable attorneys' fees) and expenses caused by or arising from such claim, except as set forth in Section 9.3.C. State shall promptly give Contractor notice of any such claim and shall reasonably cooperate in the defense of such claims, and Contractor shall be entitled to control the defense or settlement of any such claim with counsel of its choosing.

B. In case the Work Product, or any one or part thereof, are in such action held to constitute such an infringement or misappropriation, or the exercise of State's rights thereto is enjoined or restricted, Contractor shall, at its own expense and option: (i) procure for State the right to continue
contrary herein, the refunds that are provided under this Section are not included under the amounts of the direct damages limits.

C. However, Contractor shall not be liable to the extent claims of misappropriation of infringement arise from (1) Contractor's compliance with any designs, Specifications or written instructions of State, (2) modifications made by any party other than Contractor, (3) the operation or use of the Work Product with other items Contractor did not supply, (4) State's failure to use any new or corrected versions of the Work Product made available by Contractor.

D. The foregoing states Contractor's sole and exclusive obligation, and State's sole and exclusive remedy, with respect to any alleged infringement by all or part of the Work Product.

10.0 Assignment
Contractor shall not assign any interest in this contract by assignment, transfer or novation without prior written consent of the State. However, this provision shall not be construed to prohibit the contractor from assigning to its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State and to the Office of Contractual Review, Division of Administration. Any attempted assignment, transfer or delegation in contravention of this Section of the contract shall be null and void. This contract shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

11.0 Right to Audit
Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agencies of the State with the right to inspect and review all books and records pertaining to Services rendered under this contract. Contractor shall comply with federal and/or state laws authorizing such an audit.

12.0 Record Retention
Contractor and its Subcontractors shall maintain books, records, documents and other evidence which sufficiently and properly reflect the accuracy of amounts billed to State during the performance of this contract ("Records") and shall retain all such records for six years after the expiration or termination of this contract. Records involving matters in litigation related to this contract shall be kept for one year following the termination of litigation, including all appeals if the litigation has not terminated within six years from the date of expiration or termination of this contract.

All such Records shall be subject at reasonable times and upon prior Notice to examination, inspection, copying, or audit by personnel so authorized by the Project Director and/or State, state and federal officials so authorized by law, rule, regulation or contract, when applicable. During the term of this contract, access to these Records will be provided within East Baton Rouge Parish. During the six-year period after this contract term or one year term following litigation, delivery of and access to these Records will be at no cost to State. Contractor shall be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its Subcontractors. The records retention and review requirements of this Section shall be included by Contractor in any of its subcontracts with Subcontractors. State's personnel shall be accompanied by Contractor personnel at all times during any examination, inspection, review or audit. Contractor shall make no charges for services rendered in connection with an audit requested by State.

Contractor shall provide right of access to its facilities from which the Services are being provided to State, or any of State's officers or to any other authorized agent or official of the State of Louisiana or the federal government, at all reasonable times upon prior written notice, in order to monitor and evaluate performance, compliance and/or quality assurance under this contract, subject at all times to compliance with Contractor's on-site policies.
Contractor shall establish and maintain an accounting system with accounting procedures and practices consistently applied. The accounting system shall maintain records pertaining to the Services and all other costs and expenditures made under this contract, and the costs properly applicable to the contract shall be readily ascertainable therefrom.

13.0 Record Ownership
All Work Product obtained or prepared by Contractor in connection with the performance of the Services contracted for herein shall become the property of the State as set forth in Section 9.1, and shall, upon request, be returned by Contractor to State, at no additional cost to the State, at termination or expiration of this contract.

14.0 Amendments in Writing
Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

15.0 Fund Use
Contractor agrees not to use funds received for services rendered under this Contract to urge any elector to vote for or against any candidate or proposition on an election ballot, or to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority, in violation of applicable law. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

16.0 Non-Discrimination and Civil Rights
Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this contract. Furthermore, both parties shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, disability or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or disability.

17.0 Anti-Kickback Clause
Contractor agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

18.0 Clean Air Act
Contractor agrees to adhere to the provisions that require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act that prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.
20.0 Clean Water Act
Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act that prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

20.1 Drug Free Workplace
The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts and to provide a drug-free workplace for Contractor's employees, the following guidelines have been or will be adopted Contractor:

a) The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.

b) Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

c) Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.

d) Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the Contractor that abuse of this drug will also not be tolerated in the workplace.

22.0 Anti-Lobbying and Debarment Act
The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act. Contractor certifies to State that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal or state government contracts. Contractor certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

23.0 Headings
Descriptive headings in this contract are for convenience only and shall not affect the construction or meaning of contractual language.

24.0 Force Majeure
The Contractor or State of Louisiana shall be exempted from performance under the contract for any period that the Contractor or State of Louisiana is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, hurricanes or unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, court order, or other event outside its reasonable control provided the Contractor or State has promptly acted to take steps so that the Contractor or State can promptly perform. Subject to this provision, such non-performance shall not be considered cause or grounds for termination for the contract.

25.0 Governing Law
All activities associated with this RFP process and the contract shall be interpreted under Louisiana law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1498-1526 and executive orders.
27.0 Supplemental Contracts

State may undertake or award supplemental contracts for work related to this contract, or any portion thereof. Contractor shall cooperate with such other contractors and State to the extent necessary. Contractor shall ensure that all Subcontractors shall abide by this provision. It is understood and agreed by the parties hereto that Contractor shall not be responsible for the acts or failures to act of any such other contractors or for any delays which may be caused by any such other contractors.

28.0 Authority

Neither party shall have authority to bind, obligate or commit the other party by any representation or promise without the prior written approval of the other party.

29.0 Binding Effect

Each party agrees that the contract binds it and each of its employees, agents, independent contractors, and representatives.

30.0 Counterparts

This contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this contract signed by each party, for all purposes.

31.0 Covenant Against Contingent Fees

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or a bona fide established commercial or selling agency of Contractor. In the event of breach of this Section by Contractor, State shall have the right to either annul this contract without liability to State, or, in State's discretion, deduct from payments due to Contractor, or otherwise recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee.

32.0 Cooperation of Parties

The parties agree to fully cooperate with each other in connection with the performance of their respective obligations and covenants under this contract.

33.0 Independent Status of Contractor

The parties hereto, in the performance of this contract, will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship will be created by this contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

34.0 Legal and Regulatory Compliance

The System shall comply with all applicable federal and State laws, regulations, codes, standards and ordinances, which may include, the American Disabilities Act (ADA), Older Americans Act, and the Rehabilitation Act Section 508 Subpart B Section 1194.21, et seq., and the requirements in the Rehabilitation Act Section 508 Subpart B Section 1194.22, to the extent those laws, regulations, codes, standards and ordinances are detailed in the Specifications for the System, following Statewide Implementation Acceptance of a Release of the System and during the Warranty Period therefor. In the event that the System provided by Contractor is subsequently found during the Warranty Period not to be in compliance with such laws, regulations, codes, standards and
35.0 Nonwaiver
Except as otherwise specifically provided herein, any failure or delay by either party to exercise or partially exercise any right, power or privilege under the contract shall not be deemed a waiver of any such right, power, or privilege under the contract. Any waivers granted by State for breaches hereof shall not indicate a course of dealing of excusing other or subsequent breaches. Contractor agrees that State’s neither pursuit nor nonpursuit of a remedy under this contract for Contractor’s breach of its obligations will neither constitute a waiver of any such remedies or any other remedy that State may have at law or equity for any other occurrence of the same or similar breach, nor estop State from pursuing such remedy.

36.0 Notice of Delay
When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within five working days, give notice thereof, including all relevant information with respect thereto, to the other party.

37.0 Notices
Any notice or demand or other communication required or permitted to be given under this contract or applicable law shall be effective if and only if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first class certified mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax number, and e mail addresses provided in this Section

To Contractor at:
Deloitte Consulting LLP
2500 One PPG Place
Pittsburgh, PA 15222
Attn: Richard M. Dorman

To State at:
State of Louisiana
Department of Children and Family Services
CAFE Project Director
627 North Fourth Street, Room 5-232
Baton Rouge, LA 70821

Notices shall be effective upon receipt or four business days after mailing, whichever is earlier. The Notice address as provided herein may be changed by Notice given as provided above.

38.0 Publicity
The award of this contract to Contractor is not in any way an endorsement of Contractor or Contractor’s Services by State and shall not be so construed by Contractor in any advertising or publicity materials. Contractor agrees to submit to the Project Director all advertising, sales promotion, and other publicity matters relating to this contract wherein State’s name is mentioned or language used from which the connection of State’s name therewith may, in State’s judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of State. Contractor shall not in any way contract on behalf of or in the name of State. Nor shall Contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of State.

39.0 Remedies
Except for remedies expressly set forth in this contract as exclusive, no remedy conferred by any of the specific provisions of the contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given
40.0 Severability
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

41.0 Sovereign Immunity
The parties expressly agree that no provision of this contract is in any way intended to constitute a waiver by State or the State of Louisiana of any immunities from suit or from liability that State or the State of Louisiana may have by operation of law.

42.0 Subcontractors
Contractor may, with prior written permission from the State CAFE Project Director, which consent shall not be unreasonably withheld, enter into subcontracts with third parties for its performance of any part of Contractor’s duties and obligations. At State’s request, Contractor shall provide State with information about the proposed subcontractor’s experience for the proposed scope of services to be subcontracted and any other information reasonably requested by the State for approval of such subcontractor. Subject to the other provisions of this Section 42.0, State expressly consents to Contractor’s use of the Subcontractors designated in its Proposal for the provision of the Services specified in the Proposal, and to Contractor’s use of affiliates or related entities in connection with the provision of the Services. Contractor is responsible for ensuring that any Subcontractor’s performance of the Services shall be in accordance with the terms of this contract as they relate to the quality of any Services performed by any and all Subcontractors. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to State for any breach in the performance of Contractor’s duties. In addition, Contractor’s use of any Subcontractor shall not cause the loss of any warranty from Contractor. All subcontracts will be made in writing and copies provided to State upon request; provided that Contractor may delete or redact pricing information contained in such subcontracts before providing them to State. State has the right to refuse reimbursement for obligations incurred under any subcontract that do not comply with the terms and conditions of this contract.

For purposes of this contract, Contractor agrees that its obligations to indemnify, defend, and hold State harmless from and against any and all claims, actions, losses, liabilities, damages, costs and expenses (including reasonable attorney fees) under Section 9.2 and Attachment IV, Section 8.0 also apply to the extent such claims arise out of acts or omissions of Contractor’s Subcontractors, their agents, or employees.

For any Subcontractor, Contractor shall:
(1) Be responsible for Subcontractor compliance with the contract and the subcontract terms and conditions; and
(2) Include in the Subcontractor’s subcontract substantially similar terms as are provided in 2.7, 3.5 F. 11.0, 12.0, 16.0, 17.0, 24.0, 26.0, and 31.0;

Upon expiration or termination of this contract for any reason, State will have the right to enter into direct agreements with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct agreements with State.

43.0 Subpoena
In the event that a subpoena or other legal process commenced by a third party in any way concerning the Software or Services provided pursuant to this contract is served upon Contractor or State, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and State further agree to cooperate with the other party in any lawful effort by the such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for State.
subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this contract or any extension thereof. Further, the terms, conditions and warranties contained in this contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this contract shall so survive. In addition, the terms of 2.6, 2.7, 5.1, 5.2, 5.3, 5.4, 6.5, 6.6, 7.0, 9.0, 10.0, 11.0, 12.0, 24.0, 34.0, 36.0, 38.0, 39.0, 40.0, 44.0, 45.0. Attachment IV Section 8 shall survive the termination of this contract.

45.0 Waiver
Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by a written instrument signed by the parties hereto.

46.0 Damages Disclaimers and Limitations
A  State’s Disclaimer of Damages. State shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect or special damages, including without limitation lost profits and lost business opportunities.

B  State’s Limitation of Liability. In no event shall State’s aggregate liability to Contractor under this contract, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this contract exceed the maximum amount of the Contract.

C  Contractor’s Disclaimers of Damages. Except as provided in Section 46.0.E, Contractor shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this contract for consequential, incidental, indirect or special damages, including without limitation lost profits and lost business opportunities.

D  Contractor’s Limitation of Liability. Except as provided in Section 46.0.E, in no event shall Contractor’s aggregate liability to State under this contract, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this contract exceed the maximum amount of the Contract.

E. Exceptions to Damages Disclaimers and Limitations. The disclaimers of certain damages and the damages limitations in Section 46.0.C-46.0.D shall not apply to damages, expenses, losses, fees, liabilities, costs, disallowances, sanctions, fines, penalties or other amounts arising from indemnification obligations.

THUS DONE AND SIGNED on the date(s) noted below:

Contractor’s Signature  Date
Printed Name  Title

State’s Signature  Date
Printed Name  Title
Section 1.1 – Statement of Work

Project Description

In order to transform and modernize the Louisiana Department of Children and Family Services ("DCFS" or "State") to deliver services to customers in a holistic and collaborative manner DCFS has determined it necessary to build and deploy a Common Access Front End (CAFE) system. To fulfill the requirements of the CAFE system, it is essential that in-scope DCFS IT systems be able to share information, where permitted and supported by a business case, security and privacy requirements. The primary focus of this project is the implementation of web-based portals to be the outward facing view of information and services provided by DCFS. These portals will ultimately integrate with each of the department's standalone information system "silos" supporting the program offices in accessing and sharing data across program areas. The general key features of these portals are described below.

- The customer portal will be composed of online applications, reapplications and renewals where permitted, a screening tool, calculators, reference library, resource directory, notices, customer change of data and other automated processes that will result in streamlining enrollment time and reducing duplicative data entry effort of customers and staff. It will increase customer access to needed services by providing the ability to access services online as well as by telephone or in person.

- The employee portal will be composed of a presentation layer that reflects data and services provided by the legacy systems as well as electronic case notes and documents. This “Front End” will enable employees to provide intake case management, renewals, reporting requirements and screening across multiple services DCFS provides, allowing customers and providers to be served efficiently and without duplication.

- The provider portal is envisioned to reduce the time and paperwork needed to enroll as a provider; make more efficient the processes for payment authorization, payment, and reconciliation for accounts payable, and increase accountability. Providers will be able to access and update their own demographic data, invoice for services, check payment status, pay fees, and receive payments electronically.

DCFS recognizes that the critical first step in building this integrated system is to develop a system that supports common functions and utilizes common data about service recipients, service providers, and DCFS personnel. CAFE will include the following common functionality:

- Intake and screening will be implemented to support the recording of requests for service, reports of possible need, requests for information, and initial screening to determine how to meet the need if the request cannot be addressed completely through the initial contact.

- Case notes, regardless of program, will be maintained using the same basic structure and will link to the appropriate individuals and cases. To the extent permitted by confidentiality requirements or other state and federal rules, regulations and or mandates, case notes will be available to all DCFS personnel with permission to access the record.

- A master client index will be established to create and maintain the record for each person served by DCFS and maintain the disparate linkages among individuals that constitute a “case” in the various programs managed by DCFS.

- A master provider index will be established to create and maintain a record for any organization or individual that provides service to a DCFS customer in response to a department referral or payment, or is contracted to provide service to DCFS in general. Providers will be able to update their profiles online, update their capacity, within the limitation established by DCFS, state and federal policies, bill for services rendered, track payment status, etc. Information required for contract management will be included.
CAFÉ will operate in combination, but not be dependent on, its two companion projects of a Document Imaging & Content Management system and a Customer Service Center (CSC) to facilitate access to information to agreed upon DCFS programs. With the added functionality provided by these systems, customers will be able to call for general information or go online and seek services or apply for assistance at their convenience. The CAFE component of this three-pronged engagement has the following targeted objectives:

i. Web-based Customer and Provider Portals – envisions the effective design of portals to allow “self-service” access to information online, thus reducing the amount of staff time spent answering simple questions related to case/provider information;

ii. Program Enrollment - envisions establishing a customer portal composed of on-line applications, reapplications and renewals where permitted, screening tools, calculators, reference library links, resource directory notices, customer change of data and other automated processes that will result in reduction of enrollment time and duplication of effort for the customer and staff;

iii. Electronic Case Management - envisions the effective design of the employee portal with an integrated case management component, which will interoperate with the case management functions of the legacy systems, to assist staff in avoiding duplication of effort and reducing errors in decision making;

iv. Provider/Payment Management - envisions the reduction of the time and paperwork needed to enroll as a provider, efficient processes for payment authorization, payment, fee payments and reconciliation for accounts payable and accountability; and

v. Paperless Processing - envisions the creation of electronic case records as well as paper reduction for customers, providers, and staff in support of office functions such as document imaging, content management, online program enrollment, online provider and customer management, and electronic invoicing and payments

In addition to the CSC and Imaging contractors, several other contractors will be engaged concurrently in this effort, thus requiring significant coordination of activities. The chart below depicts that the CAFE Project and resulting system requires the collaborative efforts of six contractors.
For purposes of this engagement, the CAFÉ Implementation Contractor, Deloitte Consulting LLP ("Implementation Contractor" or "Contractor") will be responsible for implementing both common and program specific components that provide the functionality described in this Statement of Work using a combination of COTS, custom build, or transfer products, SOA, linkages to the legacy environments for real-time bi-directional integration, and customized programming as necessary. Design of the proposed solution, including prototypes, as well as each step in the system development life cycle shall be reviewed for approval by DCFS. All updates and modifications are subject to same. It is understood that CAFÉ will be delivered incrementally through four Releases, one for each Project Software Release Phase. These Releases are defined as Release 1, Release 2, Release 3, and Release 4.

Release 1, to be delivered to Pilot approximately 6 months from the start of the project, is focused on providing immediate relief to the economic support workforce. Due to the strict timelines of this Release, it is important to note the functional expectations for this Release. These details and functional expectations are subject to change based on agreed-upon finalized system design as part of the development lifecycle. Release 1 implements the initial functionality of the Worker Portal and Customer Portal functionality, including:

Customer Portal:
- Inclusion of only the Application for Benefits module of WI ACCESS
- Image and Style-sheet updates to match DCFS standards
- Updates to instructional text in alignment with DCFS policies and procedures.
- Updates to the questions (Application Form elements) asked through the application process which are reflective of the programs served in Release 1. These are defined as those programs currently supported by L'AMI as well as the Child Care Program.
- Inclusion of a static hyperlink to the Child Support Enforcement Online Application solution.
- Updates to the data model and data integration Specifications which are in alignment with the Application Form elements for this Release.
• Ability to process a Redetermination Application (i.e., Renewal) without initial data population from L'AMI; the ability to populate initial information through the Customer Portal in support of a Redetermination will be a function supported in Release 2. The redetermination application data will be submitted to L'AMI using the HATS integration product or the IWay CICS adapter.

Worker Portal:
• A rules engine routes customer submitted applications to the workers queue.
• Supervisors can override automatic worker assignments using a dashboard.
• Workers can review applications and conduct interviews using an intake wizard.
• Original customer submitted applications are “frozen”, but the worker can update a working copy during the interview process and include any relevant notes. The “frozen” application data is kept only in the CAFE database. DCFS workers should not be allowed to update the data entered by the customer. Any updates should occur via the Worker Portal.
• Worker can submit application data to L'AMI using the HATS integration product or the IWay CICS adapter. Integration for Release 1 means that Worker will be able to access the LAMI screens on a one to one ratio via CAFE.
• Errors are displayed using rendered L'AMI screens allowing the worker to correct data on the appropriate screens. Data updates and corrections are only stored on L'AMI.
• Supervisor can utilize a dashboard to review worker performance.
• CCAP applications received via the Customer Portal will not be electronically pushed to the CAPS system. Worker will complete interview via CAFE, but will need to access the CAPS system and enter data manually. This capability will be introduced in Release 2.

Release 2 implements additional functionality to provide relief to the Economic Stability workforce, enhances the customer portal to include additional self-service capabilities, implements automated data population integration with the Child Care information system (CAPS), and introduces the Master Client Index. This Release also extends the Application for Benefits module to include Application Form elements to support Child Support; data will electronically be integrated with the existing Child Support system. This Release also provides for the consolidation of legacy screens accessed via the HATS integration product or the IWay CICS adapter. This includes consolidation of L'AMI screens provided in Release 1.

Release 3 introduces the self-screening capabilities within the customer portal for those programs supported by L'AMI. This Release also addresses the RFP functional requirements from the requirement functional areas addressed during Release 1 and Release 2 that have not yet been introduced to the solution. Finally, the following functional areas will also be of primary focus of this Release: Assessment, Case Plans, Financial, Imaging, Quality Assurance, Legal Management, and Report Management.

Release 4 is primarily focused on provider-centric functions, including the introduction of the Provider Portal as well as the Master Provider Index. It also addresses those requirements from the prior 3 Releases that have not yet been introduced to the solution. The following functional areas will also be of primary focus of this Release: Incentives, Inspections, Licensing, New Providers, Prospective Providers, Provider Assessments, Recruitment, Resource & Provider and Management, and Waiting List.
be addressed as part of the four CAFÉ Releases.

The agreed-upon Project Work Plan shall ultimately govern expectations of when functionality is addressed through the Releases.

This Statement of Work is requesting Contractor services related to:

a) Use of a SOA software solution, including COTS, custom build, or transfer products whenever practical to provide a common front end portal and to address the components of the DCFS To-Be processes focused on the requirements delineated within the scope of the final list of functional requirements designed to depict the direction of the One DCFS service model;

b) Detailed analysis, design, development, testing, and implementation of all in scope component Specifications are mandatory. It is acknowledged that the robustness of some components may be incomplete at times due to targeted or incremental implementation strategies;

c) To the extent practical, deliverables are expected to be approached in an iterative manner emphasizing components in prioritized clusters based on an agreed upon and approved scope and schedule to deliver early and continuous value to stakeholders;

d) Support and mentoring of State IT staff in the architecture, system application development environment and methodology; and

e) Integration of CAFÉ with existing legacy systems based on approved design, which must remain operational and fully functional, as the incremental roll out strategy will only affect selected legacy components per increment or release. It is acknowledged that each release may require iterative adjustments to the integration Specifications. It is also important to note that an agreed-upon schedule related to a freeze in changes to respective legacy systems shall be enacted to help promote formalized requirements are addressed through a design that is based on legacy functionality that is not continuing to undergo modification.

The CAFE system must use data from and provide data updates to those legacy environments where the data is required for legacy system integrity. Existing legacy system functions such as the determination of eligibility will not be supplanted by the implementation of CAFÉ. The components developed must provide for any new system correspondence, notifications, communications, and reports. In other words, CAFÉ and any companion reporting environment must be implemented in such a manner that existing legacy processes are unnecessary to generate said items. It is important to note that reports that are currently produced out of the legacy systems will continue to be produced, unless disabled or decommissioned by the DCFS legacy staff application team. CAFÉ shall have an architecture that accounts for the modernization of existing reports; however, duplicating existing reports is not within the scope of CAFÉ at this time.

For the system application delivered and with appropriate DCFS approvals, the Contractor will be responsible for the following:

a) Review and validate DCFS infrastructure, DCFS legacy systems architecture, capacity analysis, existing CAFE requirements in RFP Attachment 7, and CAFÉ to-be workflow process designs;

b) Conduct efforts to define and identify gaps in any COTS, custom build, or transfer product out-of-the-box functionality with the requested requirements to more accurately and thoroughly calculate the scope of work for development and implementation of program specific and unique components;
systems; development tools, geo-coding mapping software, data matching/cleansing software, training creation software, transcription software/service, address verification service, etc) necessary to implement and operate the proposed solution;

c) Specify any and all infrastructure hardware necessary to implement and operate the proposed solution;

d) Maintain the CAFE system on multiple development, test, training, sandbox, prototyping, staging, mobile, offline, backup, and production environments and platforms;

e) Prepare agreed upon necessary step-by-step user, operations, system, technical help and other relevant documentation;

f) Identify and provide the various levels of help desk procedures, mentoring and knowledge transfer to state staff for the support of post implementation help desk activities;

g) Mentor state staff in the development and maintenance of user acceptance test plans;

h) Mentor state staff in the development and maintenance of automated and manual user acceptance test scripts, scenarios, and test data;

i) Prepare, provide, and update as necessary agreed upon user, technical training and train-the-trainer materials using a variety of training methods, including but not limited to webinars, on-line videos, CBT's, and other effective on-line training modules;

j) Conduct state trainer and technical training in formal classroom and web-based settings that cover topics in a detailed end-to-end functional manner;

k) Provide agreed upon, detailed, end-to-end training of system, environment, configuration and relevant application functions to specified members of the DCFS IT maintenance support team;

l) Provide extensive change readiness (management) services, mentoring and knowledge transfer for state project team;

m) Develop where necessary automated data conversion and provide reports with manual data conversion results;

n) Develop data purification and conversion strategy, processes and procedures;

o) Develop processes and procedures to capture and populate non-automated data elements where practical;

p) Provide for and perform extraction, cleansing, transformation, and loading of any conversion data;

q) Provide for and identify default values for data as a result of conversion strategies where practical;

r) Conduct separate pilot tests per Release or roll out of scheduled functionality based on the agreed upon and approved Work Plan;

s) Implement DCFS approved system incremental functionality using statewide component releases;

t) Provide statewide implementation system support and maintenance from implementation date through contract end date:
x) Warrant the delivered system custom build, or transfer supplied products as specified in Section 2.8 and Attachment VI to this Contract. Warranty for COTS tools will be provided through appropriate COTS vendor contracts;

y) Integrate/interface to the LASES Web Application and subsystems currently in use by DCFs Child Support Enforcement;

z) Provide access to other DCFs web applications through hyperlink navigation from CAFE

aa) Provide appropriate documentation and CAFE system assistance to the Customer Service Center contractor to facilitate their ability to efficiently and effectively access data and integrate/interact as needed;

bb) Provide appropriate documentation and system overview session to the Document Content Management Imaging contractor to facilitate their ability to efficiently and effectively access data and integrate/interact as needed;

c) Provide appropriate documentation and system overview session to the Child Welfare replacement system contractor to facilitate their ability to access and to the extent possible, seamlessly integrate with the CAFE system components to deliver a SACWIS compliant system;

dd) Provide appropriate documentation to legacy replacement system contractor(s) to facilitate their ability to access and to the extent possible, seamlessly integrate with CAFE; and

e) Provide appropriate documentation to the Quality Assurance contractor to facilitate their ability to perform oversight of the project.

DCFS is seeking a contractor to incrementally build, customize, roll out, and support a common access front end system that includes integrated case management and interfaces with designated DCFs existing legacy systems and that is able to be enhanced or interfaced with by succeeding projects to replace legacy systems. The solution must be capable of handling finalized in scope list of DCFs-specific functional and technical requirements outlined in Attachment 7 Requirements of the RFP and be developed in accordance with DCFs and Office of Information Technology (OIT) standards and must adhere to (Temporary Assistance to Needy Families (TANF), Child Care, Child Welfare, Child Support Enforcement, Medicaid and Department of Agriculture/Food and Nutrition Service requirements, including associated data security requirements as set forth in the Specifications. The delivered system must provide for the efficient, economical, and effective administration of the programs as presented in the State’s numerous federally approved plans. Thus the system must, where and when practical, be able to interface with federal and state data collection systems to provide mandatory data.

Objectives and Concepts
The overarching objective of the CAFE project is to provide a solution to improve service delivery to DCFs customers, enhance worker productivity, reduce duplication of effort, and automate workflow.

Project Objectives
Contractor will be responsible for all in-scope implementation, integration, maintenance, support, documentation, conversion, as well as some training, mentoring and knowledge transfer to the State team as set forth herein. Contractor is expected to work collaboratively with the State team to provide change management, culture change readiness and stakeholder communication activities. It is the State’s contention that an appropriate solution-based proposal must offer a SOA software product suite utilizing COTS, custom build, or transfer products to the extent practical to promptly address the entire line of functionality to implement CAFE. Adherence to DCFs IT standards is expected, however, Contractor may propose standard extension or equivalent alternative standards to more efficiently meet the technical aspects of the solution proposed. Rationale for any deviation from standards is required. DCFs IT standards will be made available upon request.
children and families. This CAFE procurement will minimally require the replacement of CLIENT and BLAS with electronic case record functionality to support integrated case management for multiple programs. DCFS continues to pursue a SOA approach to accomplish four major objectives:

a) To support the business and program priorities of each business unit that comprises DCFS. It will enable new applications and business processes to be developed faster and modified more quickly as business needs and program requirements continue to change more frequently. Proposer shall outline the tools and processes that will support the faster development and modification. Proposer shall also describe in detail how DCFS staff will be able to continue these development/modification processes after the Contractor is no longer on board.

b) To meet the DCFS vision to deliver services in an efficient, integrated, and coordinated approach using a common front end system capable of accommodating agreed upon DCFS programs including a bi-directional integration with the legacy systems.

c) To simplify the support of operations, so that DCFS’ technical infrastructure is managed efficiently and reliably while providing a high level of system availability and timely deployment. The new architecture must permit old and new systems to work together. This approach should facilitate greater use of common components to be shared on a department-wide and statewide scale to enable the information technology infrastructure to be managed in a more cost-effective manner.

d) To capitalize on DCFS’ existing investment in applications and technology, as appropriate, while enabling a more efficient approach to implementing, maintaining and sun-setting computer systems. New applications and subsequent modifications and enhancements must conform to the SOA approach of standard, modular and reusable components.

System Objectives
To capitalize on DCFS’ existing investment in applications and technology, as appropriate, while establishing a more efficient approach to implementing, maintaining and sun-setting computer systems, new applications and subsequent modifications and enhancements that must conform to the approach of standard, modular and reusable components. For any additional COTS, custom build, or transfer products proposed to meet the functional requirements, the Contractor is expected to integrate them (following DCFS approval) with the current legacy systems in a manner that is seamless and intuitive to the end-user and retains the following technical characteristics and features:

a) Modular design,

b) Pre-built common components and services,

c) Component reusability,

d) Based on Service-Oriented Architecture principles,

e) Non-duplication of existing component functionality,

f) Reliability of components and operations,

g) Interoperable and standard components,

h) Adherence to agreed-upon standards,

i) Secured sharing of information,

j) Flexible and robust role-based access security,
m) Maximized use of existing resources while transitioning,

n) Scalable,

o) Measurable service level and service availability compliance,

p) Use of standard based interfaces internal and external to the DCFS,

q) Efficient use of middleware for messaging and transmission of data real-time, and

r) Efficient use of current infrastructure, specifically bandwidth Specifications.

**Functional Objectives**

CAFE will assist each DCFS program office to meet a wide range of functional objectives, as follows:

a) Provide tracking and management of cases, including coordination/collaboration among multiple DCFS workers, thus facilitating that customers are served as promptly, holistically, and as effectively as possible;

b) Reduce manual and administrative work requirements to help increase worker and supervisor time to perform key service and case management functions;

c) Provide maximization of one-time data entry of information through CAFE to be shared by DCFS staff with a business reason to access data and in accordance with applicable state and federal law and regulation as set forth in the Specifications;

d) Provide maximization of one-time capture supported by document imaging effort of identification and evidence documents (e.g. birth certificate, social security card, pay check stubs) with prescribed expiration periods and confidentiality criteria;

e) Provide a One DCFS service delivery model to minimize the number of contacts customers must make to acquire needed services from DCFS or Community Partners to promote the opportunity for a customer to apply for and receive assistance for any and all DCFS offerings at a single site – physical or virtual;

f) Provide a team approach to case decision making and planning, by providing improved information for decision making to multi-disciplinary team members, thus facilitating cases being reviewed and acted upon after a thorough assessment of the customer's strengths, risks, and needs;

g) Implement support for automated provider management processes;

h) Provide financial management functions as agreed upon in the approved design, particularly for assistance in implementing eligibility determination where permitted, cost distribution/allocation, and payment procedures/processes and adjustments;

i) Provide overall management and supervisory control, including more timely and less burdensome management reporting;

j) Provide interfaces with other existing State systems and agencies, to best use and share the data and systems already developed by the State; in accordance with business requirements, data safeguarding rules and limitations;

k) Provide for exchange of data by adhering to applicable standards including but not limited to National Information Exchange Model (NIEM) core data elements and the IVD-IVE-NIEM human service domain exchanged with State courts;
data according to both state and federal law and regulation as set forth in the Specifications:

m) Provide "My Account" type functionality to allow for ownership and personalization of presentation and content of data to user, including secure personal online mailboxes for communications to promote data integrity.

n) Enhance staff efficiencies by providing workers with a professional, intuitive, reliable, and flexible information system;

o) Provide sufficient functionality set forth in the Specifications to allow workers the ability to conduct designated program related work tasks through the CAFE system without requiring workers to manually log in to multiple systems in order to use the interfacing legacy systems for data entry or query;

p) Provide evidence-based outcome-related information for evaluating services and service needs, and for determining and supporting future planning and resource requirements;

q) Produce those reports, communications, notifications, and alerts where it is more appropriate and effective rather than creating or continuing to produce such items from each legacy system.


l) Provide for the functionality set forth in the Specifications to capture and report appropriate metrics for use in operational cost allocation to accurately distribute costs based on such things as system usage by program (e.g. IV-E vs. SSBG vs. IV-D vs. TANF vs. CCDF vs. SNAP vs. XIX, etc.) and user accounts;

u) Meet the requirements set forth in the Specifications of external entities that support accreditation processes where applicable with CAFE data; and

v) Support and implement functional requirements such that Federal and State system certification, compliance and reporting requirements are not compromised.

w) Provide for the functionality to interface with the Random Moment Sampling system to calculate Cost Allocation based on an agreed upon allocation model.

Through interagency collaboration, DCFS will create an environment of teamwork for workers and produce better outcomes for customers. In addition, better coordination among agencies will provide more comprehensive and integrated information, which will assist with reporting, funding requests and program development discussions at the State level.

To facilitate data sharing and collaboration, yet maintain the confidentiality of customer records, DCFS recognizes that the system must be designed to allow the user to request access to selected protected data, in accordance with federal regulations, from the case or client owner. A legitimate business reason to share information must exist and confirmation of the receipt of permission from the client must exist before the owner will be able to grant time-limited access to such data. In addition to this first line of security, it is DCFS intention to create a security subsystem that will identify each worker by program, job title, role and area of responsibility within the program and organization in an effort to manage access and navigation to system resources. This functionality will support DCFS ability to link the request and requestor to the documentation giving the client's authorization for such sharing and would maintain an easily accessible audit trail of the transactions by requestor and the grantee of access. It would also have to be consistent with applicable federal data safeguarding rules including OCSE AT 08-11 and IRS Publication 1075 as set forth in the Specifications. DCFS requires built-in security measures that allow control
necessary and enforceable confidentiality terms.

Recognizing the importance of outcomes, it is suggested that the Project be sensitive to such measures as:

a) Enhanced family-focused, customer-centric service delivery,

b) Time between initial contact and successful outcome,

c) Enhance customer and worker awareness of eligibility and services,

d) Customer satisfaction indicators,

e) Timely provision of appropriate services,

f) Intra and inter-agency coordination of services,

g) Seamless and multiple avenues of access to services,

h) Enhanced process efficiency to improve effectiveness of case management,

i) Percentage of successful outcomes,

j) Cost per successful outcome,

k) Cycle time for each of contact, assessment, eligibility determination, service delivery and case management,

l) Improved data accuracy, usefulness, and accessibility to support case management, accountability, and decision-making at appropriate levels,

m) Redundancy of customer information,

n) Collection of useful information,

o) Data availability,

p) Manual vs. automated reporting, and

q) Performance measures outcomes (as determined by the State).

System Concepts

The DCFS concept of a common front-end approach is based on the recognition that social service applications have many common components. Rather than recreating these common elements for each system, DCFS envisions creating a set of common service components that will be used across applications. The DCFS concept, however, extends beyond sharing code. As allowed by regulation, policy and a business need, DCFS also envisions sharing data among programs to promote the concept of coordinated case management of customers by DCFS workers. DCFS intends to pursue such case management practices without creating a "super-worker" that is responsible for all tasks or processes that may jeopardize case quality or timeliness expectations. It is assumed that any proposed solution will utilize integrated business rules that will facilitate support by expert workers in the appropriate circumstances. Although multiple workers will be engaged in case management, DCFS is sensitive to customer confidentiality and mandates that system security be in place to provide data to only staff that have a legitimate business reason to need to access any piece of customer data. The Implementation Contractor shall be responsible for delivering a solution that incorporates the data sharing/ownership/confidentiality set forth in the Specifications.
a) Outreach, Screening, Pre-Eligibility and Referrals,
b) Intake, Limited Assessment, Monitoring and Planning,
c) Provision of Services and Benefits,
d) Provision of Data and Reports,
e) Limited Fiscal and Payment Matters,
f) Documentation, Notifications, and Tracking,
g) Provider Recruitment and Management,
h) Staff Management,
i) Administrative and Technology Matters,
j) Quality Assurance, and
k) Accessibility with minimal disruption to family integrity and routine.

DCFS has charted a course to assure that design, development, testing, deployment, and management of information systems and technology is done in a web-based agency-wide manner and meets DCFS needs to deliver information to people where, when, and how they need it. The CAFE System must be a web-based system that through the functionality to be implemented will extend the concepts of e-government to appropriate DCFS workers, providers, courts, government agencies and other interested stakeholders. The following system concepts are CAFE requirements:

a) Where appropriate, take advantage of existing state infrastructure;
b) Provide fully web-based systems for applicable DCFS functions including an expanding array of user interface options such as web browsers, Tablet PC's and PDA's,
c) Flexibility to support multiple alternate access methods to the data ranging from interactive voice response (IVR) units, mobile devices and Data Warehousing;
d) Flexibility to support multiple alternate delivery methods of data and messaging to appropriate parties ranging from outbound telephone calls, text messages, pod casts, e-mail, fax, mail, etc. and be multi-lingual for the customer portal function (English, Spanish, and Vietnamese) and Section 508 compliant in specified mediums as set forth in the Specifications. DCFS will be responsible for providing necessary translations based on the approved Work Plan.

e) Provide optimized, multi-indexed, efficiently modeled dataset extracts for rapid processing of queries and drill downs within the DCFS existing data warehouse environments;
f) Use Middleware to allow applications to communicate with each other, access data residing on different platforms, and access shared services;
g) Deploy primarily as an n-tier application with an ultra-thin topology;
h) Employ an integrated, up-to-date, state-of-the-art set of development and configuration management tools that promote and simplify adherence to appropriate development standards and provide traceability;
j) Employ commercially available data scrubbing tools to extract, analyze and transform data from multiple systems to detect duplicates and potential duplicates for reconciliation, clean up, and conversion;

k) Employ commercially available address verification tools and resources to confirm that addresses entered are accurate and geo-coded for mapping purposes;

l) Seamlessly integrate with the Document Imaging & Content Management solution that will be developed under a separate RFP to efficiently address the need to collect, index, compress, store, relate, and retrieve external items (e.g. scanned image of SSN card, photograph of abused customer, PDF or other electronic document received from third party, wave file of a request for assistance, e-mail to/from workers/customers/service providers, system generated notifications, etc.) associated with a subject, case, customer, provider, worker, requestor, submitter, responder, and/or process. Collaboratively working with the Imaging Contractor, the CAFÉ Contractor must support functional and technical requirements that result in the Document Imaging & Content Management solution having the ability to validate the document types before storing to the database to avoid overwhelming the database with invalid documents that do not have an associated entity for viewing;

m) Employ commercially available transcription software or services to convert worker recorded voice notes with automated importing into correct record in CAFÉ;

n) Utilize the Alliance of Information and Referral Systems (AIRS) Taxonomy for services classification;

o) Seamlessly interface with the applicable federal government, other state agencies, other applications within DCFS, and other non-government entities;

p) Use six core interrelated 'security building blocks' consisting of authentication, authorization, confidentiality, integrity, auditing, and non-repudiation;

q) Provide single sign-on to CAFÉ functionality with UserID and password for authentication including access from mobile devices, which shall be encrypted. The proposed tools should adhere to appropriate Single Sign-On (SSO) standards such as Security Assertion Markup Language (SAML);

r) Provide security structure with flexibility to accommodate temporary and restricted access to selected data such that individual users can grant time-limited access to other users to collaborate on specific customers, cases, providers, payments, etc.;

s) Employ enterprise access management, network security, content security, host security, and data security;

t) Employ smart-card and card-swipe technology where appropriate and efficient;

u) Utilize Unified Modeling Language (UML) products to capture requirements, design, changes and serve as the official repository for project and application work products;

v) Utilize COTS, custom build, or transfer products to support the use of the COBIT 4.1 Framework, CoMIT Tools, and any other applicable configuration management and auditing tool sets that will facilitate tracking of all changes and successful audit finding results from Internal, State, and Federal auditing offices such as, but not limited to, Office of Legislative Auditors (OLA) and the Internal Revenue Service (IRS);

w) Where practicable and cost efficient, use COTS or transfer product modules rather than custom build functionality and adhere to out-of-the-box functionality;
2) Use an iterative incremental process to design, prototype, develop, and deploy, with transition support and assistance as components are placed in production for State IT staff maintenance.

The above concepts should be represented in the Proposer's solution with the understanding that each item will be scrutinized for simplicity and comprehensiveness and are subject to approval. Specific solution elements may be challenged and substitutions may be required. For products and services such as search engines, rules based engines, workflow engines, address verification services, transcription services, data scrubbing software, intrusion detection software, etc., Proposer shall specify product, service, acquisition/leasing or service costs rates and ongoing costs to DCFS once contract ends.

The Services under this Contract are not intended to build yet another customer or provider database; rather, it is intended to deploy a structure that will be able to link DCFS' major service delivery systems by uniquely identifying each DCFS customer and provider. DCFS staff will then be presented with a single consolidated view of each entity's program history and current activity and provide department-wide scheduling/referring/messaging capability and ability to electronically retrieve relevant data, images, multi-media content, documents, communications, reports, etc. from any PC in a timely manner. This concept further supports the DCFS goal to encourage integrated, coordinated case management services whenever practicable.

The CAFE intended outcome of an electronic case record is that everyone benefits from the ability to inquire once (customer and staff only have to discuss data once); then, input only once to reduce the need to obtain basic discrepancy free identification and demographic information repeatedly as customers apply or become eligible or need different services. The ultimate benefit for customers, of course, is a more coordinated and holistic service approach, as well as being able to engage in self-service when preferred. Frontline worker benefits include reduced data entry, simplified access to systems, improved scheduling capability, and document management. Indeed, there will be more accurate, timely, and comprehensive program information provided for the customers served. This information, in turn, allows staff to collaborate with other workers involved, even indirectly, with the same individual to coordinate case planning, assessment, services and scheduling of activities.

As part of moving to the One DCFS model of service delivery, DCFS has developed a comprehensive set of process maps depicting the current state of "stovepipe" service delivery AsIs. The Department will soon also complete a comprehensive set of To-Be process maps depicting where the One DCFS organization is moving. Sufficient definition of the To-Be processes related to the functional requirements defined in the RFP will be provided by DCFS by April 1, 2011 to facilitate a holistic definition of all the business process supported by CAFE. Key State staff representing Child Welfare, TANF, SNAP, Child Care, and Child Support are involved and will remain engaged through the development of CAFE. Development of the To-Be model provides a vision for a more holistic approach to service delivery under One DCFS. The newly developed AsIs and To-Be process flows will be available and are expected to be a key component of development of CAFE.

Scope of Work
This section defines the general scope of work that the Implementation Contractor shall perform. The primary responsibility for the development and implementation of a system consisting of Deliverables that meet the Specifications and objectives described herein lies with the Implementation Contractor. For discussion purposes, the State suggests dividing this project into eleven major tasks, each of which will iteratively be undertaken, as the State desires to implement selected functional components incrementally. Such an approach will require significant effort in managing change. Although experienced in specific subject matters, state resources will be a mix of staff with extensive experience to little or no experience with the proposed solution products, its underlying application development environment, nor experience in the structured methodology typical of an object oriented modeling engagement. The Implementation Contractor should
Task 1  Project Initiation and Management.
Task 2  System Requirements Gathering, Analysis, and Design.
Task 3  System Development and Testing.
Task 4  User Acceptance Testing.
Task 5  Change Readiness.
Task 6  User and Technical Training and Project Staff Mentoring.
Task 7  Conversion/Integration.
Task 8  Piloting.
Task 9  Statewide Implementation,
Task 10  Mandatory Post-Implementation Support, and
Task 11  Support Activities to Secure Federal Approval.

Although the tasks are described sequentially below, most methodologies will involve tasks that overlap, are iterative, and have complex dependencies. It is understood that because the State’s preferred methodology involves an incremental implementation of clustered functionalities, most activities and tasks will be repeated for each period of analysis, design, development, testing, training, conversion, and implementation.

**Project Initiation and Management**

The State, with assistance from its Project Management Office (PMO) Contractor and Quality Assurance (QA) Contractor, will provide overall guidance and direction to the project. Some project management activities, however, will remain the responsibility of the Implementation Contractor. The State will maintain ultimate responsibility for project management through all Project Phases and takes ownership and responsibility for ensuring the success of the project. The Implementation Contractor is equally vital to helping to promote project success and is responsible for the portion of the project that they have contracted for, and must provide the day-to-day management of its staff. The Implementation Contractor must provide administrative support for its staff and activities. Activities of State staff assigned to the project will be coordinated through and the responsibility of the State CAFÉ Project Director.

The State’s CAFÉ Project Director, in conjunction with the Implementation Contractor, PMO Contractor, Call Center Contractor, Imaging Contractor and the QA Contractor, will design an effective and sufficiently formalized approach to project management that allows for the management of the project tasks and deliverables; assigning responsibilities for tasks; identifying task interdependencies; identifying critical paths; identifying major project milestones; identifying reporting needs; anticipation and avoidance of delays, risks, or problems; and formulation of corrective actions. Joint project management services will include such functions as initiation and monitoring of a comprehensive development methodology, development and maintenance of the combined project work plan, ongoing project control, scheduling and work assignments, review of all project deliverables, identification and management of project risks, implementation planning, and weekly project status reporting. The project work plan shall include a phased approach to the implementation of components with recommended sequence and time frames. Throughout the project management tasks and during in-scope requirements and design activities, the Implementation Contractor will attend weekly status meetings and employ ongoing project management techniques to promote a comprehensive project work plan is developed, monitored, and maintained.
The detailed draft project work plan that was submitted with the proposal will serve as the basis of the plan to be used throughout the project. This draft project work plan is to be updated and submitted in electronic and paper form to the State CAFE Project Director for approval within 30 business days of contract award. The Implementation Contractor shall use a standard project management tool (e.g., Microsoft Project) for the project work plan and should use the same tool throughout the life of the project for updates and maintenance to the project work plan. The project work plan will have to meet the following general requirements:

- Be updated in conjunction with the weekly, monthly, and quarterly reporting requirements throughout the project;

- Notwithstanding the periodic updating of the plans, the written project work plan will be updated by the Implementation Contractor at least fifteen business days before the start of each of the identified 11 major tasks (except the project management and project initiation tasks); and,

- Project work plan will allow the time for the State to review, comment and approve deliverables, revisions or corrections submitted by the Implementation Contractor as set forth in Section 4.3 of this Contract.

Project Roles and Staffing

This section describes the key roles identified by DCFS that shall be accommodated within the Implementation Contractor's organizational structure. Consistent with the needs of DCFS, the Implementation Contractor's assigned team must have prior experience in relevant implementations and the software solution products. Key roles will require experience working with social services agencies.

In addition, DCFS is requiring that all on-site personnel assigned to the Contractor's team be available on a full-time basis at the CAFE team location in Baton Rouge from 12:00 PM CST, Monday through 12:00 PM CST on Friday, on work days for the State of Louisiana. Working hours for part-time Contractor team members may be negotiated on a case-by-case basis. Full time staff located at the Camp Hill Development Center shall be available Monday through Friday 7:30am CST through 4:30pm CST. The CAFE Deputy Project Director shall reserve the right to grant an exception to these procedures for staff on an as-needed basis. It is also noted that the Implementation Contractor staff may attend training and take personal time off; all subject to approval by the Deloitte Project Manager.

DCFS considers key personnel individuals acting in the roles of:

a) Project Manager,
b) Application Development Manager,
c) Technical Infrastructure Manager,
d) Technical Architect,
e) Database Administrator,
f) Conversion Manager,
g) Interface/Integration Manager,
j) Business Analyst Manager,

k) Change Readiness Manager,

l) Training Manager, and

m) Usability Manager,

Role definitions, the purpose of each role and the primary responsibilities are defined below. Key qualifications are also described for each role.

**Project Manager**
The Project Manager provides overall project management and coordination. Primary responsibilities are the development and maintenance of project work plans, identification and assignment of resources, coordination of project activities with staff from DCF and from other vendors, and communication and presentation to stakeholders. The Project Manager must be within the Implementation Contractor’s organizational chain of command sufficient to acquire resources as needed to promote project success.

The Project Manager must meet the following minimum experience requirements:

7 years of project management experience in systems development and implementation projects of similar scope and complexity;

5 years of project management experience in web development or large scale SOA implementation projects;

3 years of experience in management of human/social services projects or department-wide related projects;

Experience in the management of projects in accordance with the proposed development methodology;

Experience in the use of project management tools and techniques;

Experience in dealing with a diverse set of people and ideas and demonstrating a spirit of openness, adaptability, and willingness to work toward compromise when needed; and

Ability to contribute toward creating a harmonious results-oriented team.

The following additional experience requirements are preferred:
Experience in managing Child Welfare, Child Care, Child Support Enforcement, TANF, or SNAP Projects; and

Experience with the technical tools proposed for use on the CAFÉ Project.

**Application Development Manager**
The Application Development Manager’s primary responsibility is planning and managing the development of the overall CAFÉ software application. This includes developing and managing software development plans, configuration management plans, and the activities and resources involved in the production of requisite deliverables.

The Application Development Manager must have the following experience:

5 years of experience implementing social services systems;

5 years experience managing application development analysts and programmers;
3 years of experience using project management tools and techniques;
3 years of experience with the proposed development methodology; and
3 years of experience in mentoring staff.

The following additional experience requirements are preferred:

Experience in managing a Child Welfare Project, Child Care Project, Child Support Enforcement Project, TANF, Project or SNAP Project; and

Previous experience working with large scale legacy applications.

**Technical Infrastructure Manager**

The Technical Infrastructure Manager is responsible for design, configuration, and management of the application development environment, the software testing environment, and the project facility network infrastructure, and other technologies necessary to support the services described in this Statement of Work. While the Implementation Contractor is not responsible for actual infrastructure acquisition, a great deal of mutual planning and coordination will have to occur between the State and the Technical Infrastructure Manager concerning equipment sizing, capacity planning, infrastructure procurement and installation, deployment of application software and monitoring of the implementation.

The Technical Infrastructure Manager must have the following minimum skills:

3 years of experience in the implementation of large web-based applications;
3 years of experience working with the technical tools proposed for use on the CAFÉ Project;
Strong understanding of application systems and technical infrastructures;
Excellent communication and writing skills; and
Experience and proficiency in mentoring staff.

The following additional experience requirements are preferred:

Experience with a Child Welfare Project, Child Care Project, Child Support Enforcement Project, TANF Project, or SNAP Project; and

Previous experience working with large scale legacy applications.

**Technical Architect**

The Lead Technical Architect is responsible for promoting the technical feasibility and stability of the design and configuration of the application development environment, the software testing environment, and the project facility network infrastructure, and other technologies necessary to support the services described herein. The Technical Architect must confirm that the system architecture not only meets the business program requirements, but also the IT requirements, particularly related to performance and maintainability.

The Technical Architect must have the following minimum skills:

3 years of experience in the implementation of large web-based applications;
3 years of experience working with the technical tools proposed for use on the CAFÉ Project;
Strong understanding of application systems and technical infrastructures;
The following additional experience requirements are preferred:

Experience with a Child Welfare Project, Child Care Project, Child Support Enforcement Project, TANF, Project or SNAP Project; and

Previous experience working with large scale legacy applications.

**Database Administrator**
The Database Administrator is responsible for planning and managing the overall design, construction, integration, and maintenance of the CAFÉ application database. The Database Administrator is responsible for database models and design during the development phase of the CAFÉ Project. Working closely with the Application Development Manager, the Database Manager will take the planning documents, especially the data model, refine them and develop the database structure for the application. The Database Manager will work with DCFS on the creation of tables and will assist in the initial loading, testing, conversion, implementation, and monitoring of CAFÉ.

The Database Manager must have the following experience:

5 years of experience in the administration of large relational databases;

3 years of experience using the database technologies proposed for the CAFÉ project;

3 years of experience designing applications for web-based applications;

Experience using application development tools proposed for CAFÉ Project;

Experience developing logical process and data models, and design Specifications;

Experience using the proposed development methodology; and

Experience and proficiency in mentoring staff.

**Conversion Manager**
The Conversion Manager is responsible for the creation of data purification and conversion plans; identification of data requiring cleansing and in-scope systems requiring conversion; analysis, design, development and testing of data purification/transformation and conversion programs; data purification and conversion scheduling including proper order of conversion elements and management of resources for conversion activities.

The Conversion Manager must have the following experience:

3 years experience working with converting multiple and multi-platform legacy systems into a single system;

3 years experience in the development of conversion cleanup reporting for staff utilization in data purification;

3 years successful management of the conversion of systems on previous project of similar scope and complexity;

3 years experience in managing application development analysts and programmers coding conversion routines;

Experience using the proposed development methodology and proposed data model for any proposed products;

Experience in NATURAL, Adabas, DB2, Java, SQL, and scripting tools; and
The Interface/Integration Manager is responsible for:
identification of all systems requiring interface/integration; design, development and testing of interface/integration programs; and management of resources required to create interface/integration systems. As CAFÉ relies heavily on interfaces/integrations with legacy systems, this is a critical role.

The Interface/Integration Manager must have the following experience:

3 years experience in the management of the interface activities on a previous project of similar scope and complexity;

3 years experience in managing application development analysts and programmers;

Experience in NATURAL, Adabas, DB2, Java, SQL and scripting tools;

Experience using the proposed development methodology and proposed COTS, custom build, or transfer solution;

Experience and proficiency in mentoring staff; and;

Experience in MQ Series, Neon Shadow Direct, and mainstream commercial middleware.

Software Testing Manager
The Software Testing Manager is responsible for developing and managing agreed upon software verification and validation plans, activities and resources for unit testing, integration testing, system testing, regression testing, field testing, security testing, intrusion detection and vulnerability testing, temporal event testing, and assisting the State in user acceptance testing.

The Software Testing Manager must have the following experience:

3 years experience in the managing software testing activities on projects of similar scope and complexity;

Successful completion of one project as software testing manager;

3 years of experience using application development tools proposed for the CAFÉ Project;

Experience in creating software testing plans using automated planning tools;

Experience in traceability of requirements to test cases and test scenarios;

Experience in the proposed development methodology;

Experience in managing application development analysts and programmers;

Strong written and oral communication skills; and

Experience and proficiency in mentoring staff.

Implementation/Operational/Maintenance Manager
The Implementation Manager is responsible for planning implementation, coordinating implementation activities with DCFS and selected stakeholders, coordinating implementation activities with other project teams, and managing overall implementation activities. Once implemented, this manager assumes Operational and Maintenance management duties.

The Implementation Manager must have the following experience:

5 years of experience in management of implementation activities on projects of similar scope and complexity;
3 years of experience using the technologies proposed.

Experience in managing application design analysts, programmers, and communication with customers;

Experience in the proposed development methodology; and

Experience and proficiency in mentoring staff.

The following additional experience requirements are preferred:

Experience with a Child Welfare Project, Child Care Project, Child Support Enforcement Project, TANF Project, or SNAP Project;

Experience in the development of business process change methodologies; and

Experience in the development and management of defect, enhancement, and change request management methodologies.

**Business Analyst Manager**

The Business Analyst Manager has primary responsibility for managing the Business Analyst teams that conduct requirements review, requirements gathering and working toward a design meets programmatic needs. This requires in-depth knowledge of the business aspects of DCFS programs and skills to work with both program staff and technical staff to document and interpret the program requirements for the application.

The Business Analyst Manager must have the following experience:

3 years experience working with a social services agency’s application systems;

3 years experience managing joint application requirement/design sessions;

3 years of experience in the design or development of web systems;

3 years of experience using application development tools proposed for the CAFÉ Project;

3 years of experience using project management tools and techniques;

3 years of experience with the proposed development methodology;

Experience within a Child Welfare Project, Child Care Project, Child Support Enforcement Project, TANF Project, or SNAP Project; and

Experience and proficiency in mentoring staff.

The following additional experience requirements are preferred:

Experience in providing documentation necessary for any formal federal agency review of an information system.

**Change Readiness/Communications Manager**

The Cultural Change Readiness/Communications Manager is responsible for providing leadership and direction to the team responsible for developing and implementing the CAFÉ change readiness program, communicating the plan, and managing the overall change readiness strategy. This Manager has overall responsibility for planning, developing, and managing the DCFS-wide change readiness strategy, including communications.

The Change Readiness/Communications Manager must have the following experience:
5 years of experience managing a change project of similar scope and complexity;

Formal training in change readiness/management methodology and techniques;
Experience in the development of business process change methodologies;

Excellent written and oral communication skills;

Excellent understanding of the impact of technology on users in environment where technology is of little current use;

Demonstrated ability to manage team members and work with customers; and

Experience and proficiency in mentoring staff.

The following experience is preferred for the Change Readiness/Communication Manager:

Experience with a Child Welfare Project, Child Care Project, Child Support Enforcement Project, TANF, Project or SNAP Project;

Experience developing change readiness campaigns for bringing together multiple independent separate program staff into an integrated enterprise collaborative workforce; and

Experience in dealing with a diverse set of people and ideas and demonstrating a spirit of openness, adaptability, and willingness to work toward compromise when needed.

**Training Manager**
The Training Manager is responsible for developing training plans, developing curricula and training material, presentation of training materials as agreed-upon, managing and coordinating the activities of training staff, scheduling training classes, scheduling staff for training, and monitoring staff completion of training.

The Training Manager must have the following experience:

5 years of experience as a training manager on technology projects of similar scope and complexity;

Experience developing a training program for human services related systems;

Formal training in the development and delivery of training programs;

Experience using the most current training methods in the industry;

Experience in managing trainers and working with end users; and

Experience and proficiency in mentoring staff.

The following experience is preferred for the Training Manager:

Experience with a Child Welfare Project, Child Care Project, Child Support Enforcement Project, TANF, Project or SNAP Project;

Experience developing training program for users with little or no previous experience in use of technology;

Understanding of change readiness/management methodologies and their relationship to training.
using the system productively after extended time lapse since last use), efficiency (ease in performing tasks quickly and correctly), safety (ease in which system prevents user from causing catastrophic error), and satisfaction (ease in which system promotes use in a manner that is considered valued, helpful, and not burdensome).

The Usability Manager must have the following experience:

5 years of experience developing and assessing usability on projects of similar scope and complexity;

Formal training in usability methodologies and techniques;
Excellence written and oral communication skills; and

Experience and proficiency in mentoring staff.

The following experience is preferred for the Usability Manager:

Experience with a Child Welfare Project, Child Care Project, Child Support Enforcement Project, TANF Project, or SNAP Project; and

Experience in dealing with a diverse set of people and ideas and demonstrating a spirit of openness, adaptability, and willingness to work toward compromise when needed.

Project Initiation
The State believes that the first few weeks of work of the Implementation Contractor are critical for establishing a sound working relationship within the project team. The Implementation Contractor's primary project staff must review any available documentation to familiarize themselves with the scope and requirements of the project. Additionally, State Staff will provide an orientation session for the Implementation Contractor staff to familiarize them with the DCFS organization and its programs. Activities that the Implementation Contractor should address within thirty days follow:

- Establish a vision and charter for the project. This should include contacting, establishing rapport with, and gaining appreciation for needs of project stakeholders as well as summarizing the project governance model, objectives, deliverables, milestones, constraints and risks;
- Develop a detailed baseline project work plan with complete resource loading for the duration of the contract. (The State requires resource loading to track progress and assess schedule risks). This plan shall be submitted to the State within 30 days of the effective date of the contract;
- Review the project scope and change management plan. The change control process will require that each change request be assessed for need, impact, and appropriateness;
- Review the project risk and issue management plan;
- Conduct a project kick-off meeting to formally announce project initiation. This meeting must focus specifically on the responsibilities of the Implementation Contractor and working relationships and interactions between the Implementation Contractor and State staff, which have been defined and approved. In addition, the project work plan and schedule will be reviewed.

During the first months of the project the Implementation Contractor must develop an approach to transition from the current systems environment to the proposed environment and any proposed new modules. During the course of the engagement it is probable that additional versions of proposed software components of a department wide solution will be released, thus Implementation Contractor must plan for these upgrades as well. In this task, the Implementation
a) Timing of the availability of specific application functionality (since incremental releases are preferred);

b) Training (for internal and external users, technical staff and train-the-trainer assistance staff);

c) External interfaces and Enterprise Application Integration (EAI) processes;

d) Conversion/translation;

e) Testing;

f) Quality Assurance;

g) Monitoring and Improving system performance;

h) Working with parish personnel within work-day constraints;

i) Working with project team staff to mentor; and

j) Transition to new system.

To promote a proper mentoring plan is in place the Implementation Contractor must develop an approach and a plan to transition from Implementation Contractor support to State support of the project within the first six months. The Implementation Contractor must develop high-level Specifications for decreasing Implementation Contractor staff responsibilities and increasing State staff responsibilities for system operations, support and maintenance. The preliminary system turnover plan will result from the completion of this task. The transition strategy and the preliminary system turnover plan must be maintained and refined as the Implementation Contractor learns more information throughout the project.

**Status Reports and Meetings**

To keep abreast of progress and to identify and address issues as they arise, the State requires weekly status reports and meetings. Reports should be primarily in list form and will serve as agendas for meetings. Topics to be covered include:

a) A Gantt chart generated from Microsoft Project® comparing status with the baseline;

b) A listing of significant departures from the project work plan with explanations of causes and strategies to achieve realignment;

c) A listing of tasks or subtasks that were completed since the last report with descriptions of findings where appropriate;

d) Plans for activities scheduled for the next period;

e) Problems encountered, proposed resolutions, and actual resolutions;

f) A listing of any perceived new or significantly heightened risks to the project with recommendations for elimination or mitigation; and

g) A listing of any other topics that require attention from the State’s CAFÉ Project Director or from higher levels of DCFS with action recommendations.

The State also requires access to an electronic version of the project work plan with full resource loading so that it can assess schedule risk independently. Implementation Contractor will create schedules for the project consulting staff that have been designed to promote timely completion of deliverables and appropriate coverage. The Implementation Contractor shall maintain an up-to-date project work plan of relevant project tasks, activities, and resources including estimated start
The weekly Status Report shall be e-mailed to the State Project Director and key stakeholders so that project progress can be monitored. This report is meant to reflect the major activities for the reporting period. The CAFÉ Project Director, managers, and team leaders use the status report as a mechanism to monitor project activity and as a means for early detection of potential problems or delays. The status reports include tasks completed during the time period by the project team, tasks delayed, reasons for delay, and tasks in-progress.

A narrative project status report and PowerPoint presentation shall be provided monthly, for presentation to the Executive Steering Committee, that details the progress of the project, reports expenditures against budget and specific federal funding sources, identifies the monthly activities of the project, documents upcoming key activities and identifies the issues and items needing Executive Steering Committee attention.

An issue log will be maintained to track outstanding issues. This log will contain a description of the issue, the owner of the resolution, a priority code, a resolution needed by date, and a status code to report the resolution status.

Within ten days following the end of each quarter during the project the Implementation Contractor shall submit a written status report and PowerPoint presentation in a format approved by the State to the State CAFÉ Project Director for presentation to the various Advisory Committees. This document, in a format to be approved by the State, will also be a basic tool for reporting to federal officials and other state officials on funding issues and program matters. Quarterly reports will include, at a minimum, agreed-upon items required in the status reports, as described above, a complete set of updated and current output, also a revised Gantt chart, along with the corresponding project work plan files.

At major milestones throughout the project, Implementation Contractor should plan to hold meetings with CAFÉ project team members to prepare staff for upcoming tasks. Similarly, Implementation Contractor should plan to hold sessions as major milestones are accomplished and to review lessons learned. At project conclusion a final End of Project report shall be provided.

**Implementation Contractor Deliverables**
The Implementation Contractor shall be required at a minimum to produce the following deliverables (suggested number assignment for deliverables is CAFÉ, followed by Task number, Deliverable number, Release number, Version number) for the State review and approval:

CAFÉ.101.r.v Project work plan and updates, in both electronic and paper form;
CAFÉ.103.r.v Project Vision and Charter;
CAFÉ.104.r.v Project Kick-off event;
CAFÉ.105.r.v Contractor-State Staff Organizational Reporting Relationships & Responsibilities Plan;
CAFÉ.109.r.v Project Mentoring and Transition strategy;
CAFÉ.114.r.v Installation and migration of code, Transfer, Third-Party Software and associated data;
CAFÉ.116.r.v Weekly status reports;
CAFÉ.117.r.v Monthly status reports;
CAFÉ.118.r.v Quarterly status reports;
CAFÉ.120.r.v Final End of Project report.
State Responsibilities
The State CAFÉ Project Director, with the help of the project team, will be responsible for the following:

- Coordinating the reporting, review, and quality assurance process;
- Establishing Project Risk and Issue management plans and creating project change control procedures;
- Facilitating formal deliverable review;
- Facilitating the effective participation of State staff and external stakeholders;
- Monitoring the progress of all principal project participants;
- Facilitating the timely resolution of issues raised by the Implementation Contractor’s Project Manager;
- Developing, with the Implementation Contractor’s Project Manager, the agenda and topics for the monthly steering committee meetings and various quarterly/semi-annually advisory committee meetings;
- Scheduling the CAFE Project kick-off meeting and present the state project organization, staffing and role and responsibility definition; and
- Reviewing the overall project work plan and schedule with the Implementation Contractor.
- Providing background and supporting documentation through the bidder’s library established by DCFS. Relevant documentation, including historical documentation such as Project Governance will be available in the library.

Project Management Office (PMO) Responsibilities
The Project Management Office (PMO) Contractor assists the State with project planning, coordination, procurement, and management services. The Implementation Contractor shall cooperate fully with the PMO Contractor who will assist the State by:

- Managing and executing procurement.
- Support evaluation of proposals.
- Monitor compliance with project management policies and procedures.
- Provide management level oversight of coordinated activities among vendors.
- Monitor vendors for compliance with project plans.
- Provide dashboard reporting of integrated activities.

Quality Assurance Responsibilities
A Quality Assurance Contractor will assist the State with project coordination, verification, validation, and quality assurance services. The Implementation Contractor shall cooperate fully with the selected QA Contractor who will assist the State by developing and implementing the following project monitoring controls and quality assurance procedures:

a) Collaboratively with State and Implementation Contractor review, critique and propose the deliverable content, review and submission process;
project schedule, milestones, scope, and expenditure controls;

d) Collaboratively with State and Implementation Contractor review, critique and propose risk mitigation and issue resolution/escalation procedures;

e) Evaluating/Assisting in Change Control Board activities and effectiveness;

f) Execute quality assurance tasks;

g) Evaluating/Validating Design Deliverables;

h) Evaluating, Validating and Monitoring Code, Objects, and Models;

i) Evaluating, Validating and Monitoring System Tests and procedures;

j) Evaluating, Validating and Monitoring Change Readiness procedures and effectiveness;

k) Evaluating, Validating and Monitoring interface/integration results and effectiveness;

l) Evaluating, Validating and Monitoring management of risks and issues

m) Evaluating, Validating and Monitoring performance and system capacity testing

n) Evaluating, Validating and Monitoring User Acceptance Tests and procedures;

o) Evaluating, Validating and Monitoring Training materials and effectiveness;

p) Evaluating, Validating and Monitoring Conversion results and effectiveness;

q) Evaluating, Validating and Monitoring Pilot Test effectiveness;

r) Evaluating, Validating and Monitoring Implementation success;

s) Evaluating, Validating and Monitoring Post-Implementation activities, and

t) Assisting in activities to secure Federal acceptance and approval.

The QA Contractor will develop a quality assurance plan that will be used as the basis for managing the quality assurance of project deliverables. The QA Contractor will assist the State in ensuring that agreed-upon requirements are not only met, but traceable among all documents, models, deliverables, and similar artifacts, and accomplished in an efficient and effective manner. Each major deliverable will be reviewed by the QA Contractor against the quality control procedures to ensure that no requirements are overlooked. The QA Contractor will attend scheduled project status meetings and meet with the State CAFE Project Director to provide progress reports and provide input to resolve problems in a proactive manner. The QA Contractor will provide the State with an overall evaluation and assessment of the Implementation Contractor at the conclusion of the implementation effort. This assessment will include surveys, analysis of work products and processes, lessons learned and recommendations.

Change Control Process
Change Control Management procedures will provide a structure to document and track changes that develop during the course of a project. The procedures for the Change Control presented in this section are intended to specify to the Implementation Contractor the State’s customary process; however, the Implementation Contractor has the liberty to propose different approaches that may better meld with Implementation Contractor’s structured methodology and approach. DCFS recognizes four categories of change requests that fall into the control process: Scope change, requirements change, accepted deliverable/product change and changes in circumstances due to deviations from project assumptions as set forth in this Contract that affect Contractors costs and/or schedule. As potential changes to the scope of services or requirements
Any proposed Change Request shall be presented to a Project Change Control Committee (consisting of senior or key staff from Implementation Contractor, State, PMO and QA Contractor) with documentation to include a summary, issues related to the change request, associated (new or impacted) deliverables, level of effort, cost to implement the change, impact analysis, related change requests, related requirements, related issues, alternative design/development/deployment solutions if appropriate or necessary, references and attachments. Changes accepted for work shall be authorized in writing by the CAFÉ Project Director and Implementation Contractor Project Executive and contain from the Implementation Contractor a written firm price quote, scheduled completion date, and statement of non-impact to other project tasks and deliverables.

**System Requirements and Infrastructure Analysis and Design**

In the system, requirements and infrastructure analysis and design task, the Implementation Contractor must perform detailed analysis and produce the detailed Specifications required to configure, extend or construct and implement the CAFÉ System on the proposed hardware platform. Responsibilities of the Implementation Contractor shall include:

a) Reviewing existing legacy system requirements, data dictionaries and designs, with particular attention to components not inherent in the proposed solution;

b) Collecting and validating requirements, designs, including modifying and expanding designs to conform with additional requirements defined by the State;

c) Reviewing, analyzing, and updating existing architectural and technical designs for CAFÉ components;

d) Confirming and refining the finalized in scope requirements specified in the RFP and supporting documents as well as adding new or missed requirements through the change control process as needed;

e) Working with State to jointly analyze and walkthrough design documents, models and transition strategies;

f) Installing, configuring, and analyzing requirements/integration issues of any proposed products necessary to support the proposed solution;

g) Developing comprehensive documentation that provides requirements traceability to map requirements to design, code, and test scripts, and

h) Developing and maintaining the detailed designs and working models for in-scope components of the CAFÉ system necessary to support applicable DCFS programs and in specified environments (i.e. development, UAT, training, sandbox, production, etc.) and updating these documents with potential changes resulting in Requirements and Design Impacts.

Existing requirements and draft designs may require change or enhancement following the agreed upon change control process for the following reasons:

a) DCFS needs continue to evolve and grow in understanding by DCFS staff, gained through participation in design processes and use of the current system, will lead to requests for reconsideration of designs that had previously been published;

b) With a change in administration additional opportunities for business re-engineering may impact business flow, organization and needed system processes;

c) DCFS processes are continuously impacted by changes necessitated from periodic issuance of new and clarifying federal and state regulations, rules, orders and laws; and
Implementation Contractor Infrastructure and Design Responsibilities

The Implementation Contractor must complete activities consistent with a methodology and approach approved by the State to accomplishing the task objectives and meeting all agreed upon requirements. At a minimum, completion of this task must include the following activities:

a) Conduct detailed analysis to confirm and refine requirements: The Implementation Contractor must thoroughly review and confirm all in scope requirements specified in the RFP excluding those outlined in Section 1.2 of this document which are designated as removed. The Implementation Contractor's project staff must familiarize themselves with appropriate Louisiana programs, policies, and current information systems. In addition, the Implementation Contractor must work with State staff to fully understand the scope, purpose, and implications of each in scope requirement. Requirement confirmation will require reviews with representatives from various user categories and selected local regional and parish DCFS offices to validate both central (State level) and field (region/parish level) requirements, workflows, and procedures. Requirement analysis results must be thoroughly documented, with an explanation of how all in scope functional requirements will be met and must be presented as the CAFÉ System Requirements Document;

b) Conduct Capacity Analysis: The Implementation Contractor must perform a capacity analysis of the DCFS platform environment. The purpose for conducting the capacity analysis is to document baseline performances and to assist DCFS to plan for the enhancement of the DCFS platform environment and overall improvement in the performance of the system. The Implementation Contractor must deliver a solution that either runs in the current DCFS environment and meets all performance standards or runs in the environment proposed by the Implementation Contractor. The cost of any proposed environment and its setup must be factored into the cost of the solution and clearly delineated in the Proposal;

c) Prepare Resource Requirements Document: The Implementation Contractor must prepare a resource requirements document detailing CPU, MIPS or processor capacity, data storage, print, memory, network bandwidth, and time estimates for transaction and batch processes required for test, development, conversion, pilot and implementation of the CAFÉ system. The Implementation Contractor must also layout the plan for the required infrastructure (including any needed monitoring tools and software) to meet the needed resource requirements. Resource Requirements also include staffing resources necessary to support the proposed infrastructure and system. Implementation Contractor must provide staffing estimates detailing roles, numbers and required skill sets for the state to adequately maintain the delivered solution and all supporting environments and interfaces;

d) Prepare Capacity Analysis/System Performance Document: The Implementation Contractor's methodology, findings, and recommendations from the capacity analysis and a summary of the resource requirements document must be contained in a capacity analysis document. This analysis must be updated and refined with the movement of the system to the production environment;

e) Prepare Detailed System Design (DSD): Based upon the CAFÉ general conceptual design documents and the supplied COTS, custom build, or transfer application solution suite of products, the Implementation Contractor must prepare a detailed system design (DSD) in accordance with industry practices and standards for the identified components. It is understood that to obtain a complete understanding of requirements and processes the Implementation Contractor shall conduct JAD sessions. DCFS prefers a structured design approach such as a Unified Process as a design methodology with Unified Modeling Language (UML) standard notations in the production of work-products and deliverables. Work-products shall include Use Case models to describe the business processes/interactions in context and domain models to document the system entities and events. The DSD must address database design documentation including archiving and purging strategies as well as traceability to all requirements, entity-relationship diagrams,
processes must be addressed in the DSD. Appropriate diagrams of application software design, including back-up and recovery as well as archival and retrieval and purging and expunging must be included. In developing screen, report, or other layouts, the Implementation Contractor shall perform prototyping to demonstrate selected functionality of proposed solution to enable DCFS staff to more effectively review, validate, and approve designs throughout the design process. The Implementation Contractor must conduct walkthroughs and demonstrations with the State’s project team and technical resources as assigned by the State CAFÉ Project Director during the DSD to enhance DCFS understanding and to facilitate the approval process. The DSD must be the basis for development of all applications software extension in the COTS, custom build, or transfer solution. Due to the nature and volume of communications, notifications, and forms it is suggested that these items be clustered into a separate work document or deliverables. Similarly a separate deliverable should be created for ad-hoc and standard reports;

f) Prepare Technical Service Oriented Architectural Design: Based upon the CAFÉ conceptual and detail design documents, the proposed product suite and any supplied COTS, custom build, or transfer packages, the Implementation Contractor must prepare a detailed technical architectural design in accordance with industry practices standards for the identified components. The design must encompass all CAFÉ environments (e.g. development, test, training, UAT, sandbox, production, etc.) and depict use and placement of all hardware and software. Components that are standard out-of-the-box versus customized or extended elements must be clearly designated. Step by step configuration parameters, protocols, and procedures are required. The document must depict not only the purpose and features of each software component, but also how the software is used for/by CAFÉ and the flow of transactions or processes. Software and hardware configuration must adhere to the DCFS configuration management requirements which are based on NIST standards. It should be noted that test, UAT, and sandbox environments must be sized and set up to accommodate production and converted data;

g) Prepare Case Workflow and Procedural Specifications: The implementation of the project will result in significant changes in the way day-to-day business is conducted by DCFS staff. A key component of the requirements analysis must be the identification of these changes for all users of the system. These Specifications will be based on the To-Be processes completed by DCFS in the context of the CAFÉ requirements, and must include a complete description of operations workflow under the system. A business case activity diagram to graphically depict business entities, workflow, roles, and responsibilities shall be produced. Similarly, class and interaction diagrams to document relationships and collaboration among business workers and entities are expected. After detail design and pilot testing, the Implementation Contractor must revise as appropriate the workflow and procedural Specifications to satisfy the needs of statewide and local variation in operations. The workflow and procedural specifications shall become a principal source of input to the process of developing a training program for the CAFÉ users and must be kept up-to-date throughout the project. The case workflow and procedural specification must accommodate plans to provide application access via direct connection, web-based and/or remotely whether wirelessly or through download/upload to mobile devices. The Implementation Contractor must conduct a walkthrough of the workflow and procedural Specifications to enhance DCFS understanding and to facilitate the approval process;

h) Prepare Security and Auditing Plan: The Implementation Contractor must submit a detailed description proposing how security features will be implemented, including what products will be used. Proposed levels of security and auditing, limitations of capabilities and required protocols must be provided. The format and content of security and audit tables must be included, as well as the recommended starting point for establishing security profiles. A number of security and audit related reports are required. The Security and Auditing plan must complement the Vulnerability and Intrusion Detection plan and address intrusion detection testing and results. The Security and audit Plan must adhere to DCFS and NIST standards, and
Contractor Infrastructure and Design Deliverables
Deliverables to be produced by the Implementation Contractor for State review and approval shall include at a minimum:

CAFE.201.r.v Installation of transfer software and configuration of any acquired hardware and application modules, patches upgrades, releases, and any required third-party software, utilities and tools;

CAFE.202.r.v CAFE System Requirements document including but not limited to;
- Case Workflow and Procedural Specifications;
- Requirements Traceability Matrix;
- Iterative Prototype

CAFE.203.r.v Resource Requirements document;

CAFE.204.r.v Capacity Analysis/System Performance document;

CAFE.206.r.v CAFE Functional Detail Reporting Design document including but not limited to;
- Report Layouts, design and Specifications;

CAFE.207.r.v CAFE Technical Detailed Design document including but not limited to;
- Service Oriented Architectural;
- Data Dictionary/Data Mapping;
- Security and Auditing Plan;

CAFE.215.r.v Vulnerability/Intrusion Detection plan.

Deliverable format and content must reflect the format and content agreed to by the State and Implementation Contractor prior to deliverable submission and the effective use of development tools, if any, are proposed.

State Infrastructure and Design Responsibilities
In addition to the project management activities, the State will perform the following activities during the system analysis and design task:

a) Process deliverables in accordance with the provisions of the Contract;

b) Assign appropriate DCFS program and technical staff as required to participate in the system analysis and design task activities;

c) Resolve questions raised by the Implementation Contractor requiring clarification of State requirements, policies, and procedures; and

d) In conjunction with Implementation Contractor and PMO Contractor State staff will develop and implement strategies for assessing, managing, and mitigating the impact of changes in the user environment based upon the approved workflow and procedural Specifications and change management plan deliverables.

System Development of Software Components
The Implementation Contractor must develop, code, test, install, and monitor all functionality required to meet the mandatory core components, functional and technical requirements identified, as set forth in the approved design deliverable and Specifications. CAFE software shall be coded, unit-tested, and system-tested by the Implementation Contractor as part of this task, and system documentation shall be produced according to DCFS documentation standards or industry practice when DCFS standards are not available. The products of this task must be developed in
Each program must be thoroughly documented, to promote traceability, by mapping the requirements to the design, the design to the code, and the requirements to the test cases. The Implementation Contractor must develop test cases to simulate agreed-upon case conditions that the system will support and must use these test cases for the system test. Developing components in a sequential fashion with sequence based on providing the most critical functionality sooner is preferred. Implementation Contractor must establish and acquire DCFS approval of appropriate configuration management and tracking processes to rectify software defects (items that fail to conform to or perform in accordance with applicable Specifications) in a timely fashion.

**Contractor System Development Responsibilities**

The Implementation Contractor must complete activities consistent with its proposed methodology and approach if accepted by the State or an alternative methodology and approach approved in advance by the State, to accomplish the task objectives and meet agreed-upon RFP requirements. The Implementation Contractor responsibilities during this task include programming, unit, system and regression testing, and documentation on agreed-upon system functions to determine if in-scope components function in accordance with design. At a minimum, the activities of this task must include the following:

a) Affirm the DCFS platform environment: The Implementation Contractor must provide written confirmation that the DCFS platform environment is consistent with the Implementation Contractor’s proposed required hardware and software, including all third party software (e.g. search engine, address verification – geo-coding, mapping, imaging, etc) acquired to implement the solution in a full production capacity and meet the Performance Standards as specified in Attachment X. The Implementation Contractor must provide detailed descriptions of any changes to the DCFS platform environment that will enhance the performance of the system; however the delivered system must meet the minimum performance requirements. DCFS accepted and approved changes shall be updated in the CAFÉ Technical Detailed Design Document. It should be noted that Implementation Contractor must affirm that the delivered solution shall perform in the required environment in accordance with the SLA’s specified in Attachment X of the Contract during the Warranty Period(s) while expecting a growth rate of no more than 10% per year. Additionally Implementation Contractor must advise as to point in time that DCFS infrastructure would not be capable of supporting delivered solution in accordance to performance standards while continuing to experience a 10% annual growth rate;

b) Develop the CAFÉ System Application Components: For each incremental roll out the Implementation Contractor must complete the development, configuration or extension of the application code. The Implementation Contractor must comply with agreed-upon industry practices and existing State standards including, but not limited to, database management, coding, naming conventions, security, disaster recovery, and other related standards;

c) Develop or Provide Interface Software and Enterprise Application Integration: The Implementation Contractor must develop or use software for the required interfaces/integration proposed to link CAFÉ to the legacy systems. The Implementation Contractor must integrate the interface software with the CAFÉ System application. The Implementation Contractor will not be responsible for modifying legacy systems software, documentation, or legacy systems code that interface with the CAFÉ System, however if coding is required within a middleware product to interface/integrate with Adabas, or other databases, it will be the Implementation Contractor’s responsibility to provide data to the middleware environment for state use in legacy applications. Implementation Contractor shall also be responsible for providing configuration requirements and troubleshoot as needed any ancillary CAFÉ infrastructure components (e.g. job scheduler systems, print systems, online help systems, reporting systems, document management systems, security and biometric systems, mobile synchronization systems, smartcard/EFT systems, voice response systems, transcription systems, etc.) required to implement and integrate the
periodically rework and reassess the various performance related capacity analysis testing of the DCFS platform environment. The Implementation Contractor must analyze and evaluate performance of CAFE related project systems, telecommunication networks, hardware, and software. The Implementation Contractor must perform application system modifications required to promote system performance as set forth in Attachment X of the Contract. The Implementation Contractor must work with State and Contracted Network support staff to make other modifications necessary to promote system performance reaching the agreed-upon performance standards set forth in the Specifications in a production environment based on the results of user acceptance testing. The Implementation Contractor must perform periodic stress tests to promote proper performance and prepare reports that detail the outcome of the tests and recommend how to proceed or defines alternatives to be considered. Following testing and evaluation Implementation Contractor must make recommendations for system and/or environment alteration or upgrade to meet the performance SLA’s of the CAFE System. It should be noted that the State shall not be obligated to upgrade hardware/software environment to meet SLA performance standards, unless the State requests modifications that the parties agree results in performance degradation. The methodology, findings, recommendations and results from this re-evaluation must be contained in a Volumetric Testing, Analysis and Tuning document. The reports must also document any modifications made to the system which were required to improve performance;

e) Unit Test Software: The Implementation Contractor must unit test all software developed or provided by the Contractor as part of the CAFE System. Documentation of the inputs, outputs, problems identified, and corrections made will be required, in the form of a unit test results document;

f) Create Populated Security Tables: The Implementation Contractor must work closely with the State to define each user’s roles. These users will be assigned access to the system based on need and job function. The Implementation Contractor will enter these values into the system’s security tables for any system testing team member and other specified State staff in preparation for system testing;

g) Produce User Documentation: The Implementation Contractor must provide online user procedures and online help. DCFS will provide the online policy manual material. In addition, the Implementation Contractor must develop a hard-copy guide for CAFE System users that provides log-on and log-off procedures and basic access and navigation instructions. Documentation (electronic and paper copy) must comply with the State Standards for document production and distribution;

h) Produce Operations Documentation: The Implementation Contractor must develop or use software for the required interfaces/integration proposed to link CAFE to the legacy systems. The Implementation Contractor must integrate the legacy systems with the CAFE System application. The Implementation Contractor will not be responsible for modifying legacy systems software, documentation, or legacy systems code that interface with the CAFE System but is responsible for middleware message delivery and processing. If coding is required within a middleware product to interface/integrate directly with Adaba, or other databases, it will be the Implementation Contractor’s responsibility.

i) Produce System Documentation: The Implementation Contractor must produce agreed-upon documentation for agreed-upon environments (e.g., development, test, training, UAT, production, etc.). The Implementation Contractor must use industry practices documentation standards, and COTS, custom build, or transfer related documentation modeling tools and adhere to sound modeling principles to promote the standardization and traceability of all system documentation. The Implementation Contractor must maintain and update all documentation, until successful completion of system turnover. Documentation must detail all hardware and software and their functions and use and where applicable be presented in both written and graphical form;
including sandbox and training environment to support simulated system functions for training staff; meet the Specifications of the system test plans; utilize sufficient test and converted data provided by the State in the test system environments and keep test environments configured and available for ongoing testing as well as systems used to track results and progress of testing;

k) Co-Develop the System Test Plan: The Implementation Contractor must co-develop the system test plan with the state testing team. The plan must clearly set forth how the system test is designed to fully test CAFE System functions and features. The plan must identify the inputs to the test, the steps in the testing process and the expected results. The plan also must identify any software tools used during testing and any DCFS resources required. The plan must include the following types of testing approaches; sanity/smoke, white box, boundary, dynamic, integration, regression and static. The plan must address volume, capacity, scalability, stress, fail-over, recovery, back-outs, vulnerability, intrusion detection and security to simulate real environmental variables. The plan must provide detailed descriptions of the test environment, test scope/objectives, test methods, test data, all converted production data, time controls for temporal events, technical support, configuration management, test schedule, testers, test case samples, workflow, training required, and the defect identification, communication and resolution processes to be executed during the system test. The test plan must be cross-walked to the requirements and detailed design documents to validate all requirements have been addressed. The Implementation Contractor will retain the responsibility for the ultimate production of the plan. State staff will actively provide input and feedback during the plan’s development. The State requires the Contractor to submit a plan that provides ample time between system testing and time required for State conducted User Acceptance testing. Periodic statistics and listings concerning the status flow of system test defects are required to keep the project management staff aware of the trends and issues;

l) Implementation Contractor’s System Test of Software: The Implementation Contractor must test in-scope CAFE System software to demonstrate functionality and performance characteristics before State conducted User Acceptance testing begins for a specific Release. The software test must actively use in-scope functions, test in-scope interfaces, process in-scope types of input, and produce in-scope reports. The State may require that certain types of cases for all programs and transactions be included in the software test. Although ongoing communication concerning testing progress and issues is expected, a final software test results document must be prepared by the Implementation Contractor. The software test results document must include enough information to permit the State to validate that the test has been successfully executed in accordance with the approved work plan. Any software or automated testing packages used by the Implementation Contractor during the system test or the documentation thereof must be provided to the State. The Implementation Contractor must conduct walkthrough of the testing process and the test results to enhance DCFS understanding and to facilitate the approval process; and

m) Certify System and Provide Support for System and User Acceptance Testing: For each incremental roll out, the Implementation Contractor must provide a system testing certification letter that indicates, in writing, that the system is ready for User Acceptance testing and verifies that adequate unit, integration, and performance testing has been performed so that users may focus on testing functionality and usability. The Implementation Contractor must assist in co-developing user acceptance testing plans and procedures with the state testing team members and facilitate system testing by orienting and/or training the state testing team as to efficient methods in conducting tests, use of automated testing tools and being available to observe, comment on, and answer questions as testing is performed by state staff.

Contractor System Development Deliverables
The Implementation Contractor must provide Deliverables for the system development task consistent with its proposed project methodology and approach and within the Specifications. Deliverable format and content must reflect industry practices standards and the effective use of
adjustments;
CAFÉ.303.r.v System test plan;
CAFÉ.304.r.v Programmed and configured modules including interfaces and EAI processes;
CAFÉ.305.r.v All Source code;
CAFÉ.306.r.v All updated models (i.e. Use Case, Object, Data, Security etc.);
CAFÉ.308.r.v System Test Scripts, Scenarios, Cases, Data Pools (automated and manual);
CAFÉ.309.r.v Unit test results document;
CAFÉ.310.r.v User documentation;
CAFÉ.311.r.v Operations documentation;
CAFÉ.312.r.v System technical documentation;
CAFÉ.313.r.v System test results document including security, audit, vulnerability and intrusion detection;
CAFÉ.314.r.v System testing certification letter, and
CAFÉ.315.r.v Fully functioning CAFÉ Components integrated/interfaced with necessary legacy systems and other systems external to DCFS that have been identified as critical, outside resources.

State System Development Responsibilities
In addition to the project management activities, the State will perform the following activities during system development:

- Process deliverables according to the provisions of the Contract;
- Assign DCFS staff to assist with Java development, Corticon Business Rules Modeling, HATS configuration, iWay Service Manager configuration, iWay Data Migrator configuration, and resources devoted to completing approximately half of the webFOCUS Reporting requirements.
- Assign DCFS staff to assist with the development of test cases;
- Assign DCFS staff to assist in developing security strategy and scenarios for systems;
- Provide interagency agreements of understanding concerning integration/interfacing with other systems;
- Provide a list of UAT testing team members and other specified State staff and their assigned roles for security access;
- Resolve questions raised by the Implementation Contractor requiring clarification of DCFS requirements, policies, and procedures;
- Provide specific input into the Implementation Contractor’s system-testing and volumetric-testing processes;
- Validate and document that the Implementation Contractor’s system test has been successfully executed in accordance with the approved work plan; and
- Co-develop the system test plan in conjunction with the Implementation Contractor.
usability and accuracy. The State's User Acceptance test team will be composed of DCFS project team staff, DCFS IS staff and various Office program staff, and must be supported full-time by the Implementation Contractor on-site. Implementation Contractor assistance in development and use of automated scripts that cover at least 75% of system functionality (business functional components) is required. All scripts, test scenarios, test plans, tools and software purchased by DCFS and used by Implementation Contractor to develop test scenarios, test data and test scripts shall become the property of the State at completion of UAT.

**Implementation Contractor User Acceptance Testing Responsibilities**

The State's user acceptance test team will function as system users during UAT testing and will evaluate and document all test outcomes. The Implementation Contractor must create and maintain stable responsive UAT environments in accordance with the testing plans and must monitor UAT testing. These environments and plans must account for conversion data and integration/interfacing with legacy systems. The Implementation Contractor must document and provide error resolution and other technical support as required. Significant coordination and mentoring of state technical support staff regarding creation and maintenance of environments is required. At a minimum, the Implementation Contractor must perform the following:

Preparation for the State Conducted User Acceptance Testing must include:

- Training/Mentoring for the State's UAT test team on the application, the use of testing tools and the creation, modification and use of scenarios, test data and test scripts;
- Training/Mentoring for the State's technical staff on the environments and required rebuilds as new builds are released;
- Appropriately configure test environments to adequately emulate web real world system use, including use of system from mobile devices;
- Appropriately configuring and loading required data pools and managing batch cycles and timing to ensure sufficient testing of temporal events;
- Preparing and providing sample sets of program-specific structured test data, including converted data for use with test scripts;
- Preparing and providing system test scripts and results and recommendations for use by UAT team;
- Preparing and providing appropriate versions of system documentation and training materials for processing and evaluation by UAT team;
- Supporting the operation of the test system and delivery of system output to the State's UAT test team;
- Providing configuration requirements and troubleshooting as needed any ancillary infrastructure components required to process all tests (e.g. job scheduler systems, print systems, online help systems, reporting systems, document management systems, security and biometric systems, mobile synchronization systems, smartcard/EFT systems, voice response systems, transcription systems, vulnerability intrusion detection systems, etc.)
- Preparing and supporting for testing a back-out scenario with backup and recovery;
- Preparing and supporting for testing a fail-over scenario with backup and recovery;
- A plan for documenting and resolving any errors encountered during UAT testing;
- A plan for updating training materials and system documentation as needed; and
Support the UAT Tests: The state UAT test team will perform testing of the CAFÉ application. Once the Implementation Contractor has completed design, development, and system software testing and has indicated, in writing, that the application is ready for UAT, the state UAT team will execute UAT testing at the Primary Project Site. If the Implementation Contractor solution proposed and accepted is an incremental implementation of functionality, testing will be designed to occur during each of the Project Software Release Phases, with final UAT on the entire completed functionality occurring during the last roll out. The Implementation Contractor must assist the state UAT team in the development of test cases and scenarios by clarifying any questions on the design of the CAFÉ System. If defects or barriers are found during UAT testing, the entire test script must be re-initiated and the test period must begin again. The State anticipates that the time required for State conducted User Acceptance Testing will be approximately the same as the time required by Implementation Contractor for coding, unit and system testing. Systems outages or unavailability outside the control of the Implementation Contractor will be communicated and addressed for impact to the overall testing schedule; and

Resolve Defects: The Implementation Contractor shall triage UAT defects identified by the State User Acceptance Test Team on a daily basis. Defect resolution timeframes will be evaluated and agreed upon with the CAFÉ Project Manager or their designee based on the relative priority of the defect and impact to the test execution plan. Periodic statistics and listings concerning the status flow of defects are required to keep the project management staff aware of the trends and issues.

Contractor User Acceptance Testing Deliverables
The activities and deliverables to be produced by the Implementation Contractor during user acceptance testing task for State review and approval shall include at a minimum the following:

- CAFÉ.401.r.v Trained State UAT team;
- CAFÉ.402.r.v Transfer to State of system test scripts and automated testing packages;
- CAFÉ.403.r.v Structured sets of test data, including converted production data and longitudinal testing;
- CAFÉ.404.r.v Defect Corrections report;
- CAFÉ.405.r.v Integration and Outcomes report;
- CAFÉ.407.r.v System back-out, backup and recovery report;
- CAFÉ.408.r.v System fail-over, backup and recovery report, and
- CAFÉ.409.r.v Operationally ready system.

State User Acceptance Testing Responsibilities
In addition to the project management activities, the State will perform the following tasks during UAT:

- Process deliverables according to the provisions of the Contract;
- Review defect corrections, integration and outcomes, back-out, fail-over, backup and recovery reports then issue comments for Implementation Contractor explanation or correction and provide approval to proceed to Pilot and/or Statewide Implementation; and
- Form a User Acceptance Test team that will:
- Develop test cases, test data and scenarios,
- Receive training from the Implementation Contractor in the operation of the CAFÉ System application, use of testing tools, data pools and use of test scripts.
• Act as Subject Matter Experts (SMEs) and
• Document defects and discrepancies identified during the course of testing, and the severity level
• Document corrections of defects and discrepancies

Culture Change Readiness Management
The Implementation Contractor must take an active role to address the State’s perceived need for a proactive publicity campaign to build interest, understanding, and enthusiasm about the CAFÉ System among DCFS staff and stakeholders. All culture change readiness plans and communications must be coordinated with the Project Change Readiness Manager, PMO Change Readiness Manager, and the DCFS Communications Director. Responsibilities of the Implementation Contractor related to cultural change readiness and management include assisting the State in:

a) Defining achievable goals with accompanying measures of readiness;
b) Designing and implementing a campaign to enhance readiness;
c) Assessing the impact of and modifying the campaign as needed; and
d) Keeping CAFÉ Project team members and DCFS leaders apprised of progress.

Contractor Change Readiness Responsibilities
During the project, the Implementation Contractor must assist the State to define achievable goals, define campaign materials, design the campaign, target users and managers for review and comment, and establish a schedule for meeting with key state and parish staff and representative users from both state and parish offices regarding the parameters surrounding the campaign. The State has identified the need for a pro-active campaign to identify processes, procedures and organizational units that will be affected by the implementation of the project. The State requires Implementation Contractor support in this area due to the differences among geographic and programmatic offices. The focus of the change readiness campaign must be on determining and implementing ways to better prepare DCFS staff, at appropriate levels and locations of the organization, for the implementation of the CAFÉ System. The Primary objectives of the campaign shall be as follows:

• To analyze staff perceptions of impact of system, then design and execute a communications program to address staff concerns and inform staff of benefits;

• To provide a baseline against which DCFS will later measure how the system actually impacted work productivity, citizen or provider complaints, and selected goals, objectives, and performance indicators;

• To provide information to increase awareness regarding CAFÉ Project status and schedules;

• To prepare staff, customers and providers for the impact of the changes initiated;

• To occasionally interact with staff through field visits to selected offices;

• To minimize disruption to the work of DCFS during and after implementation;

• To encourage users’ acceptance of the new system including changes to users’ jobs;

• To encourage users to employ and realize benefits associated with system as soon as practical.
CAFÉ.502.r.v Analysis, Findings and Recommendations related to staff readiness;
CAFÉ.505.r.v Change Readiness Campaign Material;

State Change Readiness Responsibilities
In addition to project management activities, the State will perform the following activities during the culture change readiness task:

- Process deliverables in accordance with the provisions of the Contract;
- Assign appropriate DCFS program staff as required to participate in the task activities;
- Assist in the distribution of campaign materials as needed;
- Resolve questions raised by the Implementation Contractor requiring clarification of State requirements, policies, and procedures;
- In conjunction with Implementation Contractor and PMO Contractor State staff will develop and implement strategies for assessing, managing, and mitigating the impact of changes in the user environment based upon the approved workflow and procedural Specifications and change management plan deliverables; and
- Engage field, regional and state office staff in developing local office processes which use system functionality.

Training
The Implementation Contractor must provide training to the lead trainers (provided by the State) that will conduct the train-the-trainer sessions for the project. The Implementation Contractor must provide a training plan, training materials, and user manuals that adhere to industry practices training guidelines such as those developed by National Training Institute. The plan and materials must be approved by the State. The Implementation Contractor must plan for the training of approximately 100 state, region, district and parish personnel who will serve as trainers for CAFÉ. Variations in training must cover differences in staff composed of users, technical staff, and train-the-trainer staff. The Implementation Contractor is also responsible for providing training for the system test team, user acceptance team, conversion test team, and the pilot test team.

The State will provide training facilities and equipment at the state facility in Baton Rouge for train-the-trainer sessions. Prior to onset of training, the Implementation Contractor is responsible for setup of the training environment for the CAFÉ System training. All technical training must begin early in the development phase of the project to promote that the state, parish, and any additional contractor staff (if used) are properly trained on the new technologies proposed. Training to prepare for the system testing, conversion and pilot testing must also be included in the technical training. Implementation Contractor is also responsible for setup and maintenance of sandbox environments to facilitate user ability to practice and research aspects of the system pre- and post-training.

Training must cover in-scope aspects of the new system and must be provided in the following categories:

Train-the-Trainer
Train-the-trainer training shall be provided for up to 100 State and field staff who also have the responsibility for assisting in the training of users, managers, specialists, or other train-the-trainer staff. This training shall consist of training on proper presentation and assisting techniques as well as training on the delivered application.
The Implementation Contractor must digitally capture sessions of the “idea” training series for use by the State and field trainers as a tool to assist in refresher training or even new worker training in the future. The recording must be done professionally using the State Media Production Room and all levels of training must be addressed. A master and backup suitable for use as a webinar for each course must be produced and delivered.

User Training
DCFS shall deliver formal user training on the functionality of the CAFÉ System to all State Office and field staff. User training can be classified as follows:

**End User Training**: External end users (i.e. Providers with DCFS agreements/contracts) and internal end users such as DCFS staff in local, regional and state offices including program support, administrative and support personnel, accounting and finance staff, specialized staff, and supervisors will require end user training. This training will focus on both specific functions and general usage of the system and be available/provided in a number of formats as outlined in below. It must include computer-based training (CBT) for workflow. CBT presentation must not be dictated by screen, but rather by the logical flow of work as staff would use the system. CBT presentation can be server-based and/or web-based.

**Management Training for Administrators and Managers**: This training will focus on the various management tools and reports available in the system.

In addition to hardcopy training manuals, the system must provide online tutorials with information regarding how to use particular functions of the system. These online tutorials must be accessible through the online help function, but must also be accessible independent of online help functions. Use of ancillary applications for report generation, search functionality, mapping, document imaging, security and mobility must also be provided to enable users have the ability to perform appropriate needed system related functions to carry out their jobs.

Technical Training
Extensive support, training, and mentoring of State IT staff will need to occur as the requested architecture, system application development environment and methodology, and change management process will be new to many DCFS staff assigned to the project. The Implementation Contractor must provide technical training for system analysts who will be overseeing the development of the system. In addition, the Implementation Contractor must provide technical training on any additional software products required to support the Implementation Contractor’s proposed solution and as necessary any training on the various hardware (i.e. scanners or mobile devices) and network components of the CAFÉ System. This training/mentoring must include:

**Development Training**: Development training/mentoring is required for programmers, analysts, and appropriate business analysts on the tools and techniques used to develop the system. The Implementation Contractor must also provide training on the detailed aspects of how the system functions and on system diagnosis;

**User Acceptance Test Team training**: UAT training/mentoring on the application and for any tools used to create, modify, run and/or automate test scripts is required. The Implementation Contractor must also provide training on the detailed aspects of how to extend the system test scripts for UAT purposes;

**Help Desk training**: Staff that support end-users through a Help Desk must receive training on the system functionality sufficient to walkthrough a user on how to navigate the system, enter and retrieve data, and take corrective action when responding to error messages.

**Systems Administrators Training**: Systems Administrators training/mentoring is required on the more technical aspects of the system required to perform ongoing operations, troubleshooting and maintenance and to assist in any future development needs;
System Management Tools Training: System Management training/mentoring is required for agreed-upon tools added to the DCFS platform environment as a result of developing and implementing the CAFÉ System.

The State may choose to contract separately for infrastructure maintenance activities. If this decision is made, it is expected that the chosen contractor will be trained along with State staff in the tools and techniques used to operate, monitor, and maintain the system.

Contractor System Training Requirements
The training program includes Headquarters and field level trainees with varying computer skill levels. The Implementation Contractor must adhere to federal guidelines concerning training expectations and take the following training requirements into consideration when it develops the training materials.

The training program must identify potential impact to on-going business and determine methods to minimize impact to on-going business.

The training plan must include course objectives and competency descriptions and delineate any pre-requisites. In order to estimate the readiness of those needing training, the training plan should provide for the opportunity for users to take a "self-assessment" survey to reveal strengths and weaknesses. Results of such a survey should be assessed to target course content and alert users as to knowledge and skills that may need to be acquired or improved before attending classroom based instructor-led training.

The training program must be presented in distinct modules, with each subsequent module building on the skills and materials presented in earlier modules. Training must not be a single event, but must encompass levels of training for specified audiences and provide introductory, intermediate, and advanced skills based upon the security levels and roles needed for different users.

The presentation style must be varied and may include video conferencing, lectures, class participation, sample exercises, tutorials, CBT, webinars, hands-on, and one-on-one training.

The Implementation Contractor, in planning for the training, must include CBT and instructor-led training. The State will not accept CBT or webinar type training as the only form of line staff training.

A major focus of the training program must be on working actual or simulated cases, either individually or in small groups. It is important to use converted cases to provide users with examples of the types of issues they will face once the system is operational.

Each training module must provide substantial handouts, which can be referred to as refresher or reference materials after the training program is completed. Training materials must be organized to present information based on the unique role of the user. For example, Supervisor training should have content that varies from content for the frontline worker. Training materials must be constantly updated as clarifications are obtained and improvements occur. Annotated Instructor versions of the training materials will also be required to be provided to the State for its use. As a number of ancillary applications (e.g., reporting, address verification, imaging, document management, mapping, etc.) are integral to the intended required use of CAFÉ, training must incorporate use of these functions and instructional training materials must be provided covering these applications. In-scope training materials must also be formatted and organized for posting on the CAFÉ web site and accessible from the application as users seek help. The training materials must also be in a format that allows seamless transfer/loading and approval process for publishing to the DCFS on-line policy system.

The Implementation Contractor must provide technical staff to be available to assist each train-the-trainer session and maintain a stable training database to be used for the hands-on portions of the training. Creating, staging, and loading data to be used in training are the responsibility of the
Contractor System Training Responsibilities

At a minimum, the Implementation Contractor activities for this task must include the following for the CAFÉ System:

**Training Plan:** In addition to an initial training plan, the Implementation Contractor must revise the training plan at least 30 days in advance of the train-the-trainer sessions and revise the plan again for ongoing and refresher training to address the following:

- Identify courses and describe course content required to train the following internal and external staff: users, managers, technical staff, and train-the-trainer assistant staff,
- Schedule and arrange or conduct technical staff training on a just-in-time needed manner,
- "Schedule train-the-trainer assistant training for identified staff within 90 to 30 days of actual implementation of any rolled out functionality of each site."
- Describe the format and content of all training material to be developed, including ancillary applications tied to CAFÉ.
- Ensure the findings and suggestions of the UAT team are accounted for in training materials development and training delivery, as well as recommendations of suggested changes by pilot staff prior to statewide implementation.
- Plan for a training database and a "sandbox" of test cases and scenarios to be used during the hands-on training of users.
- Conduct user "self-assessment" surveys to measure what students have learned then assess and work to address key findings/suggestions are addressed,
- Assess training materials and venues to measure how trainees evaluated training then work to address key findings/suggestions are addressed,
- Develop plans that cover not only the initial roll out of the primary system, but plans that cover needed training for each new Release, for training of new hires, and refresher training for selected staff, and
- Coordinate CAFÉ Training efforts with DCFS user agency training efforts, to reduce conflict of personnel, resources, or training sites occurs.

**Develop Training Material:** The Implementation Contractor must develop agreed-upon training materials including objectives and training competencies, to be used, incorporating the use of online help, and online policy and procedures manuals. Training material must be designed for both hands-on use in a classroom or lab situation and for future reference by users when the system is operational. A wide variety of training materials is expected. Examples include: training guides, handbooks, PowerPoint presentations, and quick-reference tip sheets. All training materials must be reviewed and approved by the State before the start of the training. Any materials developed for purposes of the training and the software used to create it shall become the property of the State:

**Conduct Training:** As defined in the approved training plan the Implementation Contractor must conduct application training for approximately 100 train-the-trainer assistance staff as well as technical training for approximately 50 technical staff. The number of training sessions to be delivered is dependent on the Implementation Contractor's incremental release schedule and the division of training content into sessions and varying delivery formats.

**Provide Ongoing Support for the Training Process:** The Implementation Contractor must provide support during the project training in the following ways:
updates based upon feedback from the pilot test training, implementation training, and ongoing training for newly hired staff,

- Provide mentoring to state staff from the onset of the engagement on any and in-scope training tools and training software utilized to achieve desired training goals,

- Provide Implementation Contractor user support personnel to help trainers and state trainer assistants with any issues or problems related to the CAFÉ System functions. Implementation Contractor must plan to provide on-site presence at training sites for each of the training sessions delivered, and

- Provide Implementation Contractor system personnel to resolve technical problems and respond to technical issues during the Training task.

**Prepare Feedback Survey Instrument and Training Effectiveness Evaluation Mechanism:**
The Implementation Contractor and State must collaboratively determine the expected performance and the expected outcomes of training. In conjunction with this, the Implementation Contractor must be responsible for developing an evaluation mechanism to determine whether training produced the desired results or not. It is anticipated this evaluation will consist of various tests or surveys administered to trainees at each training session. This tool must be used to identify weaknesses of the training program and specific revisions that need to be made. This form must be used for pilot test training and the train-the-trainer’s assistance sessions to assess the effectiveness of the training sessions. The survey tool must be implemented by the trainers for in-scope training delivered throughout the State. It is the responsibility of the Implementation Contractor to collect, enter, tabulate, and analyze data from train the trainer sessions. Any software acquired or databases created to track training delivered and results achieved shall become the property of the State;

**Provide Technical Training:** Training of users, technical staff and train-the-trainer assistance staff is critical to the success of the CAFÉ Project. The State anticipates that existing technical staff will not possess all of the specialized programming skills required to maintain and operate the CAFÉ System. Therefore, the Implementation Contractor must provide technical training to State technical staff beginning with the development phase, continuing through the implementation phase and then provide on-the-job training and extensive mentoring while the system is supported in the production environment. Skill set to be improved by the provision of technical training include ability to not only configure and customize but diagnose and remedy problems in the provided application, database, middleware or equivalent Application Server, reporting tool, and ETL processes, UML tools, security related software, middleware messaging software, monitoring and performance management software, as well as any other software needed to run and support CAFÉ. Technical training must also be provided to the state Project Team staff engaged in training. Contractor must train state training staff on any software needed for production and delivery of training and any advanced Office Suite required techniques, including global templates and project formats and/or their counterparts;

**Provide a Separate Training Systems Environment:** A separate training and "sandbox" environment must be provided by the Implementation Contractor to avoid disruption of other development and implementation activities. This means that the Implementation Contractor must implement a training database that is installed in a separate technical environment from the development, test, or production environments. Routine refreshing and staging of database to meet needs of training activities and schedule will be necessary. Test environments must be structured to allow multiple sites to conduct concurrent and overlapping sessions concerning same or different lesson plans. Implementation Contractor is responsible for creating, staging, and loading/reloading of data as well as mentoring state staff in support of maintaining training environments post implementation;

**Provide Survey Instrument Feedback:** The Implementation Contractor must provide a written feedback analysis of survey data and provide feedback to the State about the effectiveness of the training delivered by Instructor, location, timing, group, and course for the train the trainer
Contractor Training Deliverables
For the training task, the State requires that the Implementation Contractor provide sufficient copies of in-scope training materials to distribute to agreed-upon users to be trained, plus a reserve equal to 10% of the total number of trainee copies. Deliverables required for State review and approval shall include at a minimum the following:

CAFÉ.601.r.v Training plan and updates for the CAFÉ System;
CAFÉ.602.r.v CBT modules;
CAFÉ.603.r.v CBT software (ownership must be turned over to the State as set forth in Section 9.0 of the Contract) and CBT software training on creation, cataloging and maintenance of modules;
CAFÉ.604.r.v Delivery of training materials must be coordinated with State Training Manager to allow sufficient time exists to distribute large volumes to remote sites;
CAFÉ.605.r.v Training of agreed-upon State Trainers between 90 to 30 days of actual implementation (pilot, rollout, statewide) of any or all in-scope functionality so that state users can be trained within 30 days of implementation, to include:
- Training Feedback survey instruments for train the trainers
- Training Feedback analysis for train the trainers
CAFÉ.606.r.v Digital Recordings of Training Sessions set up for user access as a webinar for train the trainer sessions;
CAFÉ.607.r.v Timely training of agreed-upon technical staff regarding software, architecture, database, operation, and support;

State System Training Responsibilities
In addition to the project management activities, the State will perform the following activities during the training task:

- Process deliverable according to the provisions of the Contract;
- Conduct statewide training of CAFÉ users;
- Provide CAFÉ System training coordinator(s) to facilitate scheduling of training for all trainees, according to Implementation Contractor's proposed training schedule;
- Provide a minimum of nine training sites spread across the State to train up to 20 students per site;
- Resolve questions raised by the Implementation Contractor requiring clarification of the State's training requirements, policies, and procedures;
- Provide input to the training team regarding the training plan, training materials, and training schedules;
- Work closely with the Implementation Contractor on the planning, development, and delivery of all training;
- Identify and make available State Trainers to be trained;
- Identify and make available State training facilities including video conferencing sites;
- Identify Headquarters, and field staff to be trained;
- Provide for the reproduction and distribution of Implementation Contractor prepared training materials;
- Provide for the publication of the training materials on DCFS website and policy link;
• Review evaluation forms and provide feedback to the Implementation Contractor on training outcomes throughout the duration of the training task to continuously improve training; and
• Participate in training activities as may be required.

Conversion
The Implementation Contractor is responsible for determining if all data in the current systems that is needed to meet CAFÉ System requirements for customer and provider registries is converted, and to the degree practicable, unduplicated. The State recognizes that data from multiple systems with different formats, different values and differing integrities exists. Implementation Contractor must plan for and deal with the identification, standardization, automated purification, where possible, identification of the needs for manual purification through the use of Quality Center Portal, and un-duplication of data as it is migrated or converted from multiple systems to the CAFÉ System. The Implementation Contractor shall engage in an early dialogue with the State to perform focused due diligence to acquire an in-depth understanding of the legacy data and application migration requirements. The Implementation Contractor must provide for extraction, purification, transformation and loading of all required customer/case/provider/worker related data elements and any historical data needed to support DCFS ongoing processes in the current systems or EAI procedures for access to such data. Additionally, the Implementation Contractor must plan for the initial loading and associating of any relevant information currently captured only on paper or in images that will be required in the new system.

The Implementation Contractor shall be prepared, as necessary, to revise its proposed conversion plan to present a comprehensive strategy for both the automated and manual conversion effort and that incorporates the State’s schedule for the pilot testing and statewide implementation. The Implementation Contractor should provide for conversion and create or supply the software for the conversion of agreed-upon current system electronic data into the CAFÉ System where possible and develop a process for data purification and un-duplication.

As early as possible during the project, the Implementation Contractor shall identify which exact data elements need to be converted in order to run the CAFÉ System and which data elements should be converted in order to gain the most benefit. Representatives from the State project team shall review and approve the recommended data elements. The State will work with the Implementation Contractor to formulate conversion algorithms to automate as much data conversion as possible.

The State anticipates that a significant manual conversion effort may be required to supplement the automated conversion. The Implementation Contractor shall provide software and training to state staff for the manual entry of case-related data required to meet functionality requirements in the CAFÉ System. Although the Implementation Contractor will not be responsible for manual data entry, a minimum of two staff members are expected to be dedicated to researching conversion related problems and assisting in the correction of data in customers/cases. This shall include taking corrective action as necessary to merge and/or delete duplicate customers/cases/providers/contracts as well as separating inaccurately combined customers/cases or providers/contracts and associating/recombining such broken entities.

Contractor Conversion Responsibilities
At a minimum, the activities of this task must include the following for the CAFÉ System:

Conversion Plan: The Implementation Contractor must determine the feasibility of anonymization and re-identification of data. They must also determine security and privacy controls required for the conversion process. The Implementation Contractor must create and periodically update the conversion plan that establishes the conversion environment and outlines strategies for both the automated and manual conversion of DCFS legacy data to the CAFÉ System. The data conversion plan at a minimum must describe that data elements in the current systems required for implementation of the Master Client Index and Master Provider Index. The plan must describe the method to identify and define the data elements and their values that must be converted and identify the sources from where the
Prepare Conversion Specification Document (CSD): The Implementation Contractor must review files and data elements to gain knowledge of their structure and content. The Implementation Contractor, with State assistance, must map data elements and values from the existing legacy systems to the CAFÉ System and define, edit and validity checks and any default values. Implementation Contractor must also identify which data elements are reasonably up to date and reliable for each system that will be converted. Where the same data element resides in more than one system, the Conversion Specification Document (CSD) must identify the processes and techniques to arrive at the value of the data element to be converted and whether or how data in legacy systems will be impacted. The Implementation Contractor must review the State’s conversion requirements and include (in the CSD) the specific conversion criteria for all data elements in the current legacy systems as well as those targeted for manual conversion of manual data. The Implementation Contractor must identify what data elements must be converted in order to gain the most benefit from the system, and must assist the State in determining the ramifications of converting, or not converting, selected data elements. The Implementation Contractor must normalize data and employ strategies to minimize data storage requirements. The Implementation Contractor must provide the Specifications for converting manual data and capturing data elements that are missing or are so unreliable, as defined in the CSD, that they can not be converted. For these data elements, the Implementation Contractor must build data collection forms and create methods to gather and capture that data. The Implementation Contractor must document how the data will be converted into the CAFÉ System. Although the Implementation Contractor will not be responsible for data entry a minimum of two Implementation Contractor staff members are expected to be dedicated to conversion related data clean-up activities. The Implementation Contractor must review the data conversion criteria with appropriate State staff and design appropriate conversion reports to support the conversion process. The CSD must address the necessity of converting historical data and provide a correction plan for converting this data. The CSD must also include layouts of the reports produced as a result of conversion;

Develop or Provide Conversion Programs: The Implementation Contractor must develop or provide any training, documentation, maintenance or enhancement software identified in the CSD as being required to support the conversion from the existing legacy systems to the CAFÉ System. If Implementation Contractor elects to use third party software to assist in data integrity, purification, transformation and conversion, the software and licenses must be turned over to the State prior to the end of the contract. The Implementation Contractor is responsible for developing and running legacy system extracts to load the data for conversion software use;

Test Conversion Software: The Implementation Contractor must unit-test and system-test agreed-upon CAFÉ System conversion software to demonstrate its functionality before conversion. Documentation of the inputs, outputs, problems identified, and corrections made are required in a conversion software test results document. The system test must actively use agreed-upon of the conversion functions, process agreed-upon types of input, and produce agreed-upon conversion reports. Before conducting the system test, the Implementation Contractor must submit, for State review and approval, a conversion test plan that clearly sets forth how the process is designed to fully test the functions and features of the conversion software. The plan must identify the inputs to the test, the steps in the testing process and the expected results, and any software tools used during testing. The State may require that certain types of cases or data be included in the conversion test. The Implementation Contractor must submit a conversion test results report that permits the State to validate that the test has been successfully executed in accordance with the approved plan;

Develop and Implement Data Purification/Transformation Strategy: The Implementation Contractor must develop a data purification strategy for any data that appears to exist with multiple values or does not convert and include the strategy and data
under normal conversion or data purification tasks in a separate environment. As data integrity is critical, the Implementation Contractor must address the issue of data cleansing in legacy systems very early in the project and very aggressively. Implementation Contractor must propose successful strategies that facilitate data purification/ transformation activities and minimizes the impact of manual processes. Strategies for accomplishing these objectives include the following requirements.

- Conduct JAD sessions to gather requirements for data cleansing/transformation
- Automate data analysis/profiling processes for all legacy systems
- Provide automated processes to identify, match, and merge/un-merge duplicates when feasible
- Provide automated processes to address inconsistencies and incompleteness in data
- Recommend streamlined processes when manual activities for data cleansing such as de-duplication is required
- Implement and validate solution to incorporate corrected data identified in manual processes
- Develop plan to address exceptions that data cleansing/purification processes do not resolve
- Perform data transformation activities that map data from the multiple disparate legacy system into a standardized data dictionary for CAFÉ
- Collaborate with Integration manager and team to validate data transformation from legacy systems to CAFÉ back to legacy systems.
- Collaborate with the User Acceptance Team in the development of test scripts and scenarios to carry out data purification/transformation processes function as required.
- Implement data quality management solutions that monitor, identify, and resolve or facilitate resolution of future data integrity issues in CAFÉ and legacy systems.

The Implementation Contractor will produce iterations of clean-up reports to identify data duplication, errors and anomalies. For those customers/cases with data unable to be purified automatically through Implementation Contractor programming, lists will be generated, distributed to local offices and tracked for completion; and

**Convert Data and Generate Conversion Reports:** Sufficient converted data must be available for the unit test, system test, acceptance test, and pilot test. The data conversion software and procedures must be designed to be used in a phased roll out approach, to do just-in-time conversion before an office or function goes online. The Implementation Contractor must convert data before the pilot test task and the implementation of each site during the statewide implementation task and produce agreed-upon necessary reports in the CSD. The Implementation Contractor must review the results of each conversion run to verify the accuracy of the conversion before implementation in the site and before allowing user access to the system.

**Contractor Conversion Deliverables**
Deliverables to be produced by the Implementation Contractor for the conversion task for State review and approval shall include at a minimum the following:
CAFÉ.704.r.v Data clean-up lists and results;
CAFÉ.705.r.v Conversion test plans;
CAFÉ.706.r.v Conversion programs and documentation;
CAFÉ.708.r.v Conversion test results reports; and
CAFÉ.709.r.v Clean, transformed and converted data.

State Conversion Responsibilities
In addition to the project management activities, the State will perform the following activities during the conversion task:

- Process deliverables according to the provisions of the Contract;
- Assign State and field staff to participate in conversion planning, testing of the conversion programs, and data correction;
- Resolve questions raised by the Implementation Contractor requiring clarification of DCFS requirements, policies, and procedures;
- Provide specific input into the system conversion process;
- Provide an approval process for purification and clean-up of data;
- Participate in the clean-up of data; and
- Provide approval of each phase of the conversion: CSD, programming, pilot and testing.

Pilot Testing
Pilot testing of the CAFÉ System must be conducted in at least two field office locations (to be specified at a later time) for a suggested period of sixty (60) days for each of the portals. It should be noted that defects discovered during pilot shall be required to be corrected and retested through the UAT process, thus Pilot Testing and UAT overlap.

The purpose of the pilot task will be to verify the functional and technical usability of CAFÉ System in a targeted production environment. Pilot testing will be the first production field user test of the CAFÉ System outside of the controlled development and system testing environments. The purpose is to focus not only on software functionality, but also on the adequacy of, and the effectiveness and efficiency of the procedures, workflow, and operational components required to implement and support the CAFÉ System. The pilot must be structured to reveal issues that may be related to handling converted customers/cases and dealing with cross-parish cases.

Before conducting pilot testing, the Implementation Contractor must train the trainers supporting the State staff from the pilot in the use of CAFÉ System. During pilot testing, State pilot test staff will perform all routine duties, yet instead of using the legacy system staff will use CAFÉ. The Implementation Contractor must support the objective that the system is continually operational and must correct any system errors encountered in accordance with the correction procedures detailed under the system-testing task. The Implementation Contractor, in coordination with DCFS, also must perform benchmark tests (to include network tests and pre-quantified and approved response times) at the end of the pilot-testing task and perform any system tuning necessary based upon the results.

Pilot testing must be performed using converted data and must include all relevant existing and new interfaces and EAI processes. At the conclusion of the pilot-testing task, the Implementation Contractor must prepare a pilot operations report that indicates that the CAFÉ System is ready for statewide implementation. The State will review the Implementation Contractor’s report and other available information and determine whether to proceed with the statewide implementation task.
• All functional aspects of the system;
• Operability and stability of software;
• Accuracy of conversion of legacy data and manual data;
• Impact of missing and erroneous data;
• Completeness and accuracy of system documentation;
• Effectiveness of training methods and materials;
• Impact on workflow and staff productivity;
• Impact on customer workflow and utility
• Response time and overall system performance;
• System hardware, software and telecommunications performance;
• Appropriateness of system, data and application security; and
• Accuracy/performance of system interfaces and EAI processes.

Contractor Pilot Testing Responsibilities
At a minimum, the activities of this task must include the following for the CAFÉ System:

Develop Pilot Test Plan: The Implementation Contractor must develop a pilot test plan that covers, at a minimum:
• Training of designated State pilot test staff before the actual pilot;
• The scope of the tests and expected outcomes for both software functionality and manual procedures;
• Plan for the Implementation Contractor's on-site support at the pilot sites;
• Method for reporting, reviewing, and correcting discrepancies identified during pilot testing;
• The performance of pilot benchmark tests and reporting the benchmark results to the State;
• Assistance provided to State pilot test staff, participating in the pilot testing task, in resolving issues and completing pilot testing;
• Contingency plan to be invoked if statewide implementation task is delayed for any reason due to issues identified during pilot testing;

Monitor the Pilot Case Data Conversion processes: The Implementation Contractor must monitor the progress and level of quality of the pilot data conversion processes. Implementation Contractor must review integrity of data converted for use by Pilot site and solve issues presented by staff regarding data anomalies or procedures for when data is missing;

Certify Pilot Readiness and Provide System Support during Pilot Testing: Once the State has approved the UAT results and the training materials needed for pilot, the Implementation Contractor must undertake a pilot "go-live" checklist process then provide a pilot testing certification letter that certifies, in writing, that the system is ready for pilot testing. Once pilot commences Implementation Contractor must provide ongoing support and verify that pilot testing has been conducted in a manner approved by the State;
Provide Ongoing Support for the Pilot Tests: State pilot test staff trained by the Implementation Contractor will conduct pilot testing. The Implementation Contractor must support this effort in the following ways:

- Provide full time, on-site CAFÉ System specialists at the pilot site to assist the staff from the beginning of pilot testing and throughout its duration,

- Support the operation of a controlled, stable version of CAFÉ System software to be used during pilot testing, and

- Provide correction of any defects, discrepancies or issues identified during pilot testing within the time agreed upon between the State and the Implementation Contractor. All corrections must be reported to the State CAFÉ Project Director.

Perform Benchmark Tests: To determine the growth and reliability of the system, the Implementation Contractor must design and perform benchmark tests before the completion of pilot testing. The benchmark must be designed to produce information that supports projections of system performance characteristics and capacity projections of the system under statewide operations for two years following statewide implementation. The benchmark must also address stress tests at each level of technology employed by the CAFÉ System. A capacity simulation and benchmark report documenting the projections must be submitted to DCFS for review and approval;

Provide Support for Capacity Simulation Modeling: The State may conduct independent capacity simulation models and, if the State so elects, the Implementation Contractor must provide all necessary support for that process to the degree that they do not interfere with established timelines and resource commitments established for critical CAFÉ tasks;

System Tuning: The Implementation Contractor must perform application software, file structure, database and system software modifications necessary to enable system performance is within acceptable approved SLA expectations in production environments, based upon the results of the benchmarks or the capacity simulation models. If the State requires additional run-time improvements to meet performance requirements stated in the agreed upon SLA's in Attachment X, the Implementation Contractor must cooperate fully and support any such requests without delay or additional compensation;

Produce a Pilot Test Results Reports and Completion Certification Letter: The Implementation Contractor must prepare reports, based on the elements of the accepted pilot test plan, describing the activities and outcomes of the pilot testing and deliver a formal written recommendation on any steps necessary to promote the readiness of the system for the statewide implementation task. Near the conclusion of the pilot and upon accomplishment of pilot activities, Implementation Contractor shall prepare a Pilot Completion Certification Letter to indicate pilot has met success criteria and system is ready for statewide implementation; and

Contractor Pilot Testing Deliverables
Deliverables to be produced by the Implementation Contractor for the pilot-testing task for State review and approval shall include at a minimum the following:

CAFÉ.801.r.v Pilot test plan;
CAFÉ.802.r.v Pilot testing readiness certification letter;
CAFÉ.803.r.v Pilot test completion certification letter;
CAFÉ.804.r.v Capacity simulations, tuning and benchmark reports;
CAFÉ.806.r.v Pilot operations reports including defects, discrepancies and issues;
CAFÉ 807.r.v CAFÉ System Help Desk procedures;
State Pilot Testing Responsibilities
In addition to the project management activities, the state will perform the following activities during the pilot-testing task:

- Process deliverables according to the provisions of the Contract;
- Attend pilot training;
- Resolve questions raised by the Implementation Contractor requiring clarification of DCFS requirements;
- Confirm and approve the pilot site;
- Jointly develop, with the Implementation Contractor, the scheduling portion of the pilot test plans;
- Assist in execution of pilot testing using the pilot test staff at the pilot site;
- Review the benchmark results and determine the need for an independent capacity simulation; and
- Determine the schedule for advancement to the statewide implementation task.

Statewide Implementation
During this task, the Implementation Contractor must, based upon the approved incremental implementation plan, execute statewide implementation of a specific set of components (Release) of the CAFÉ System. During this period, the Implementation Contractor must maintain in-scope CAFÉ System software until completion of system turnover, perform any remaining conversion and training activities for which it is responsible, warrant the functionality and performance of the system as set forth in the Specifications, and turn the system component(s) release over to the State for final acceptance upon successful implementation of each CAFÉ System Release in agreed-upon parishes, regions and state offices. During the Warranty Period(s), the Implementation Contractor must work with all of the appropriate parties to work to correct any critical defects that may arise with the operation of the system are quickly and effectively resolved.

Contractor Statewide Implementation Responsibilities
The Implementation Contractor must prepare a detailed plan for statewide implementation for each Project Software Release Phase. During each Project Software Release Phase statewide implementation, the Implementation Contractor will be responsible for assisting the State in the operation of the system until the statewide implementation task is successfully completed.

The Implementation Contractor must convert the data as required in the conversion task. The Implementation Contractor must also monitor the progress and quality of the conversion process. The Implementation Contractor must develop automated tools to support monitoring and reporting on the progress of conversion by type of case within the site being implemented.

The Implementation Contractor will be responsible for a CAFÉ System installation and third-party software configuration required to support the CAFÉ solution. Accordingly, the Implementation Contractor must provide large-scale legacy system knowledge and experience to enable the CAFÉ System will be able to access required data through the required interfaces or integration as outlined in the approved CAFÉ design. The required interfaces involve several applications that reside on mainframes. The Implementation Contractor is responsible for ensuring that the CAFÉ System is functionally operational throughout the state.

During the statewide implementation task, the Implementation Contractor must provide training as required in the training task; provide and man a help desk; and produce the final implementation report detailing the date of implementation.

At a minimum, the activities of the statewide implementation task include the following:
sites. The plan must contain details of the statewide implementation schedule and provide instructions for each Release and site to prepare for CAFÉ System incremental roll out. The statewide implementation plan must include the staffing, by staff type and skill level, that the State will need to effectively operate and maintain each CAFÉ System release;

**Implement CAFÉ System Releases Statewide:** For each Project Software Release Phase roll out the Implementation Contractor, upon approval by DCFS, must implement CAFÉ System in all identified locations within the specified implementation period. Once the State has approved the UAT and Pilot results, the Implementation Contractor must undertake an Implementation “go-live” checklist process then provide a certification letter that the system is ready for implementation. Once implementation commences Implementation Contractor must provide ongoing support and verify that implementation support activities have been conducted in a manner approved by the State;

**Assist in the Operation of each CAFÉ System Release:** The Implementation Contractor must provide the operational and technical staff required to mentor and assist the State staff in the operation of each CAFÉ System release at a level to meet the agreed-upon performance standards. Contractor shall develop a process to affirm periodically (each day) that system was operational per Specifications and met performance standards during the last reporting period and is currently configured and available to meet performance standards for the upcoming period or report specific areas of non-compliance and corrective action plan to correct;

**Maintain CAFÉ System Production Software:** The Implementation Contractor is responsible for software maintenance and defect correction during the Warranty Period for each Project Software Release Phase and through the term of the contract and must assist and mentor the State staff with agreed upon changes or enhancements to the application following implementation;

**Provide CAFÉ System Release for Statewide Acceptance:** Upon successful implementation of each incremental release of the CAFÉ System in all parishes, the Implementation Contractor must present the CAFÉ System to the state for acceptance. The system presented for acceptance must account for all in-scope required functionality, training, conversion, documentation and any other agreed-upon Specifications for the components comprising the release.

**Contractor Statewide Implementation Deliverables**
Deliverables to be produced by the Implementation Contractor for the statewide implementation task for State review and approval shall include at a minimum the following:

CAFÉ.901.r.v Statewide incremental Release implementation deployment plan;
CAFÉ.902.r.v Statewide “go-live” checklist;
CAFÉ.903.r.v Statewide Implementation Readiness Assessment Certification letter;
CAFÉ.904.r.v Help Desk detail and management summary reports;
CAFÉ.905.r.v Procedures for reporting problems and escalation procedures;
CAFÉ.906.r.v Compilation and Posting of Implementation Q&A;
CAFÉ.907.r.v CAFÉ System Releases implemented statewide;
CAFÉ.908.r.v Release implementation letters;
CAFÉ.909.r.v Final implementation report; and
CAFÉ.910.r.v Certification of state acceptance document.

**State Statewide Implementation Responsibilities**
In addition to the project management activities, the State will perform the following activities during the statewide implementation task:
- Install the hardware, software and telecommunications equipment making up the DCFS platform environment;
- Assist with preparation of each Release and site for CAFÉ System implementation;
- Assist with facilitation verification of each site’s completed implementation;
- Measure CAFÉ System operational performance in terms of contractual performance standards; and
- Request modifications to the CAFÉ System Release, based on discrepancies encountered in the production environment.

**Post-Implementation Support**
The Implementation Contractor must provide for post implementation support in line with the agreed upon SLA requirements located in Contract Attachment X, Section 4.2: Defect Severity & Response Time.

During this task, the Implementation Contractor must assist the State in operating the CAFÉ System by providing technical support, conducting QA activities on system changes performed by State staff, and assisting in agreed-upon functions that are appropriate for operations support for a system like the CAFÉ System. Also, the Implementation Contractor must mentor and prepare the State staff or its agent, to take over the responsibility of providing maintenance for the system upon completion of this task.

The State will assume system operations of each Release upon final statewide acceptance of the system Release. Maintenance of the application software by the Implementation Contractor may not be required upon completion of the mandatory implementation support task, on-site mentoring of State staff and on-site technical support. The Implementation Contractor must still correct any defects and deficiencies in the CAFÉ System that fall within the Warranty Period.

**Contractor Post-Implementation Responsibilities**
Implementation Contractor must provide a minimum of four full time employees on-site to support the State for a minimum of nine (9) months after the acceptance date of the last CAFÉ System Release to provide technical support of the CAFÉ System application. Releases shall be warranted as set forth in Section 2.8 of the Contract. The Implementation Contractor and the State must agree upon whom from the project team will continue to provide support to the State during post-implementation of a specific Release as development efforts continue on future Releases. This support must be provided on-site as extensive mentoring of responsible state staffers is required. Support must be provided for the following:

- Help desk staff support that provides disposition for all incoming calls related to problems, response to staff and users’ questions, and response for technical application questions;
- System performance monitoring and tuning;
- Ongoing on-the-job training/mentoring for selected state technical staff;
- QA review and guidance on system changes performed by state staff;
- Database administration;
- Application system maintenance;
- Delivery and roll out of scheduled Releases/versions;
Transition, transfer, documentation and mentoring of any tools that Implementation Contractor may have acquired for use during the project. Potential toolsets may include:

- Upgrade tools – including analysis tools, “fix” and “patch” automated implementation tools, and full release or version automated upgrade tools,
- Enterprise Application Interface (EAI) tools,
- Extract, Transform, and Load (ETL) tools,
- Production tools (schedulers, job automation and sequence scripting, job roll-back, etc.),
- Performance related capture, measurement, analysis and enhancement tool,
- Application test and automated script generation tools,
- Configuration management tools,
- Central identity, vulnerability and security management tools,
- Documentation or code generating tools,
- Training materials development and delivery tools, and
- Training registration, attendance, performance and tracking tools.
- Production control and system operations; and
- Meetings with CAFÉ Project Director, Deputy Director, Assistant Directors and Project Management staff as requested.

During the mandatory post-implementation support task, the Implementation Contractor must prepare and submit the system Release turnover plans per Project Software Release Phase and a final system turnover plan at the conclusion of the project. The system turnover plans shall include an analysis of the system against any existing or new federal and state mandates; any outstanding design considerations not part of the current Contract and an assessment of project structure and staffing to go forward. Once approved by the State, the Implementation Contractor must execute the system turnover plan and provide to the State the current and complete versions of all CAFÉ System related software and documentation in a form and content consistent with applicable State standards. Upon successful turnover to the State, at the conclusion of the mandatory post-implementation support task, the Implementation Contractor must prepare the turnover results report documenting completion and results of the turnover plans, as well as current system status information regarding outstanding problems and recommendations for system enhancements, if any.

Contractor Post-Implementation Deliverables
Deliverables to be produced by the Implementation Contractor for the mandatory post-implementation support task for State review and approval shall include at a minimum the following:

CAFÉ.1001.r.v All CAFÉ System documentation;
CAFÉ.1002.r.v All updated source code and models;
CAFÉ.1005.r.v Status of any outstanding problems and recommendations for system enhancements;
CAFÉ.1006.r.v Status and critique of system changes performed by State Staff post-implementation;
In addition to the project management activities, the State will perform the following activities during the mandatory post-implementation support task for the CAFÉ System:

- Process deliverables according to the provisions of the Contract;
- Resolve questions raised by the Implementation Contractor requiring clarification of DCFS requirements, policies, and procedures;
- Notify the Implementation Contractor of deficiencies identified in the CAFÉ System using a standardized deficiency reporting tool;
- Establish priorities for system maintenance when multiple change requests are pending;
- Maintain control of the production implementation of any changes to the CAFÉ System;
- Coordinate incorporation and integration of other solution components developed outside this contract;
- Review the system turnover plans, issue comments for Contract explanation or correction and provide final approval of the plan; and
- Approve the turnover results report following concurrence with the report.

Support Federal Review
The contractor is required to provide support whenever federal authorities engage in project, documentation, or system reviews related to the CAFÉ System during the term of this Contract. Generally, some federal partners conduct reviews prior to statewide implementation while others conduct reviews after implementation. Periodically, federal reviewers request specific project documentation to ascertain the project's risks, status, and progress. The Implementation Contractor must produce a CAFÉ System consistent with any federal approval guidelines incorporated into the Specifications. All documentation, listings, test results, reports, and data that are required to assist the federal review of the CAFÉ System must be produced and assembled in a manner to facilitate federal review. At a minimum, the Implementation Contractor must participate in activities and assist with the preparation of documentation required to complete and comply with any reasonably prescribed federal documentation requirements and guidelines for such review.

Contractor Federal Review Responsibilities
Support Federal Approval: The Implementation Contractor must provide documentation required to assist in any and all reviews in preparation for or during the federal approval process and must submit a plan to correct all deficiencies identified to fulfill minimum federal requirements for final approval identified. If major deficiencies are discovered, the Implementation Contractor must submit a plan for correction of these deficiencies that is acceptable to the State. Such plans for correction shall be reviewed and agreed-upon following the established Change Control process.

Contractor Federal Review Deliverables
The deliverables for the support of federal approval task to be submitted for State review and approval shall include at a minimum the following:

- CAFÉ.1101.r.v All necessary system documentation and support necessary to obtain federal approval; and
- CAFÉ.1102.r.v Plan for correcting system deficiencies identified as a result of federal review.

State Federal Review Responsibilities
In addition to the project management activities, the State will perform the following activities during the support federal approval task:

- Submit the CAFÉ System for federal review and approval;
- Confirm the acceptance of the CAFE System when all requirements are met and either federal approval is attained or a determination that Federal review will be untimely.

Section 1.2 – Out of Scope Requirements

This section formally documents the final list of business requirements that have been agreed by Contractor and the State as “out of scope” for this Contract. These requirements are inclusive of all requirements marked out of scope during the RFP process, the Best and Final Offer (BAFO), and during Contract Negotiations conducted between January 10, 2011 and February 15, 2011. The revised effort estimations and project schedule take these decisions into consideration.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CUSTOMER PORTAL 41</td>
<td>The system shall provide the capability for a customer to withdraw an application submitted through the Customer Portal, according to specific Program rules.</td>
</tr>
<tr>
<td>CUSTOMER PORTAL 44</td>
<td>The system shall provide the capability to create a customer needs assessment as part of a screening tool, which can feed the online application. As mentioned in no 31.</td>
</tr>
<tr>
<td>CUSTOMER PORTAL 45</td>
<td>The system shall provide the capability to provide a rolodex-like function accessible through the Internet to facilitate query and retrieval of resource profile information.</td>
</tr>
<tr>
<td>CUSTOMER PORTAL 48</td>
<td>The system shall provide the capability to provide employment information links.</td>
</tr>
<tr>
<td>CUSTOMER PORTAL 49</td>
<td>The system shall provide educational training links both to external agencies that provide training and DCFs provided training, including online videos and scheduled classes.</td>
</tr>
<tr>
<td>CUSTOMER PORTAL 51</td>
<td>The system shall allow youth transitioning from Foster Care to Independent Living to establish a “Facebook” type page to maintain critical documents and information such as medical records, school records, birth certificates, social security cards, drivers licenses, awards, etc.</td>
</tr>
<tr>
<td>PROVIDER PORTAL 60</td>
<td>The system shall provide the capability to provide educational training links both to external agencies that provide training and DCFs provided training, including online videos and scheduled classes.</td>
</tr>
<tr>
<td>PROVIDER PORTAL 61</td>
<td>The system shall provide the capability to track required training providers have completed.</td>
</tr>
<tr>
<td>PROVIDER PORTAL 62</td>
<td>The system shall provide the capability to provide employment information links.</td>
</tr>
<tr>
<td>PROVIDER PORTAL 70</td>
<td>The system shall provide the capability to allow providers to view and query DCFs published reports and information.</td>
</tr>
<tr>
<td>STAFF MANAGEMENT 77</td>
<td>The system shall provide the capability to create and track worker appraisals, including notes, supervisor/worker conferences, training completed.</td>
</tr>
<tr>
<td>STAFF MANAGEMENT 78</td>
<td>The system shall provide the capability to track and display credentials and training for appropriate staff.</td>
</tr>
<tr>
<td>STAFF MANAGEMENT 80</td>
<td>The system shall provide the capability to manage and document the worker training courses or accreditation by worker that is needed to meet the necessary training requirements of a job by interfacing to a departmental training system.</td>
</tr>
<tr>
<td>STAFF MANAGEMENT 61</td>
<td>The system shall provide the capability to display worker planned and attended training events and conferences.</td>
</tr>
<tr>
<td>STAFF MANAGEMENT 82</td>
<td>The system shall provide the capability to maintain and display a history of all worker job titles, roles and office locations.</td>
</tr>
<tr>
<td>STAFF MANAGEMENT 91</td>
<td>The system shall provide the capability to accommodate the tracking of data related to emergency preparedness such as contact names and numbers of multiple family members, disaster plans and roles of staff.</td>
</tr>
<tr>
<td>STAFF MANAGEMENT 96</td>
<td>The system shall provide the capability to generate organizational charts by organizational unit and subdivisions and based on information maintained in the organization/security tables with the system.</td>
</tr>
<tr>
<td>STAFF MANAGEMENT 99</td>
<td>The system shall provide the capability for notification of customer status changes through alerts to other Programs.</td>
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</tbody>
</table>
The system shall provide the capability to track multiple referrals, whether case is in open or closed status.

The system shall provide the capability to automatically produce an alert if more than one assessment exists for the same customer.

The system shall provide the capability to automate the routing process to submit assessments or other case actions for review and/or approval as required by program rules.

The system shall provide the capability for rules-based assessments, recommendations for each set of results from the assessments to the extent this does not duplicate existing legacy functionality.

The system shall provide the capability for rules-based assessments, to accept or override only individual recommendations and explain the basis for the decision as narrative based upon program requirements to the extent this does not duplicate existing legacy functionality.

The system shall provide, for non-rules-based assessments, the ability for workers to enter results and recommendations and be available for display and update.

The system shall provide the capability for Community Partners, providers, DCFS and non-DCFS staff and customer's access to assessment data as outlined by DCFS policy.

The system shall provide the capability to identify and reformat data elements as necessary for data to be verified by outsourced vendors.

The system shall provide the capability to document community service referral information and reporting of ongoing services by external provider whether the case/customer is open and managed by state staff or has been closed and no longer managed by state staff.

The system shall provide the capability to automate referral for services to the appropriate service queues.

The system shall provide the capability to auto coordinate common conflicting case service plan elements across Programs with alerts/notifications to varied case owners.

The system shall provide the capability to support links from the case service plan to supporting pages of information elsewhere in system e.g. a link to the Visitation Page.

The system shall provide the capability to generate an alert to the case owner when a service is approved by a supervisor or higher level official as defined by DCFS business rules.

The system shall provide the capability to interface to other disaster related data systems (e.g. sate/provided transportation registration, shelter registries, emergency SNAP, etc.) to discover and track customer whereabouts.

The system shall provide the capability to generate and perform automated sampling based on multiple parameters.

The system shall provide the capability to indicate when a case has been previously sampled during a designated time period for designated programs to prevent duplicate sampling based on specific DCFS rules.

The system shall provide the capability to calculate benefits or determine accuracy of eligibility decisions based on federal/state quality assurance guidelines and in accordance with business rules.

The system shall provide the capability to identify Provider contract non-compliance and contract timeliness factors.

The system shall provide the capability to report on Program effectiveness, outcome and Quality assurance measures.

The system shall provide the capability to support all facets of the peer case review.

The system shall provide the capability to capture, maintain, and display identifying information on agencies covered by Memorandum of Understanding or Cooperative Agreements.

The system shall provide the capability to distinguish between resources uploaded from 211 agencies, those managed or contracted by DCFS, Memorandum of Understanding or Cooperative Agreements, or other state agencies.
The system shall provide the capability to provide contract and provider management including recruitment, solicitation, evaluation, selection, award, monitoring and auditing.

The system shall provide the capability to record and report contracts, Cooperative or Interagency Agreements, and Memorandums of Understanding.

The system shall provide the capability to record and track specified provider and provider staff training.

The system shall capture, display, and maintain all recruitment activities for targeted groups such as child care family home providers, foster parents, adoptive parents, etc.

The system shall track and display all provider inquiries.

The system shall provide the capability to create mailing labels for prospective or current providers.

The system shall provide the capability to track RFP related events such as whether a prospective or registered provider adhered to RFP procedures (e.g., attended required meetings or delivered proposal on time).

The system shall provide the capability to track and display RFP proposal evaluations and the scores of provider proposals and generate results and reports.

The system shall provide the capability to automatically return federal, state, and military background checks.

The system shall provide the capability to automatically generate a reminder letter to the provider regarding the corrective action deadlines.

The system shall provide the capability to notify the worker if corrective action plan has not been sent to the applicant/provider who had an out of compliance item(s).

The system shall provide the capability to maintain a history of all changes made to inspection templates.

The system shall provide the capability to send a letter to the Department of Revenue through an interface indicating which providers or provider staff or customer are eligible for a tax credit.

The system shall provide the capability to receive a letter through and interface with the Department of Revenue indicating which providers or provider staff or customer are eligible for a tax credit.

The system shall provide the capability to receive documents from the Courts and associate these with the appropriate cases in the form of electronic files, scanned documents, or links to document imaging system.

The system shall provide the capability to store unalterable version of final legal documents.

The system shall provide the capability to allow the user to enter a court-ordered activity and, if the Program case has one active case service plan, will use the following data elements activity to create a new activity in the case service plan.

The system shall provide the capability to receive notice of update to their appraisal record.

The system shall provide the capability to notify customers, families, providers such as Foster Families, FITAP, SNAP families and workers to potential eligibility in other Programs when status changes.

The system shall provide the capability to notify case owners having contracted provider involved in case as service provider.

The system shall provide the capability to accept a request for a report from an outside source assign a request id # and then log and track the request and its resolution according to DCFS business rules.

The system shall provide the capability to archive Ad Hoc documents, queries and reports.

The system shall provide the capability to report service gaps.

The system shall provide the capability to link to external DCFS tools such as Survey Monkey to track citizen and provider feedback and satisfaction.
The system shall provide the capability to directly send a report through email to selected parties.

The system shall provide the capability to archive historical standardized reports automatically.

The system shall provide the capability to automate the creation of regularly scheduled reports, Court Summaries, Quarterly dictations, etc., as prescribed by particular court systems and the ability to dynamically define these reports by the user.

The system shall provide DCFS with automated reports to satisfy SACWIS, AFCARS, NCANDS, NYTD, CFSR, TANF, Child Care, Quality Start, Child Support, SNAP, and legislative reporting and submission requirements through the collection, maintenance, integrity checking, and electronic transmission of data. Detail and summary reports to the extent this does not duplicate existing legacy functionality.

The system shall provide the capability to provide a query and report structure that satisfies DCFS organizational structure.

The system shall provide the capability to generate reports and maps based on geo-coding within the system.

The system shall have the capability to generate automatic payments based on set customer, service and provider criteria. Note: Authorization for payments and invoicing will be a function of CAFE; however, payment processing continues to reside in the legacy systems.

The system shall have the capability to setup, issue and track bids then record bid information received from vendors.

The system shall have the capability to issue purchase orders, track receipt of goods and services, accept online invoices and generate payments following proper approvals. Note: Authorization for payments and invoicing will be a function of CAFE; however, payment processing continues to reside in the legacy systems.

The system shall have the capability to record, track, display and report on spending by varying multiple factors such as but not limited to by customer, household grouping, provider, contract, office, service type, program, funding source, timeframe, geographic area.

The system shall have the capability to record, track, display and report on budgeted vs. actual and encumbered expenditures for varying individual and grouping of entities by various criteria.

The system shall have the capability to record, track, display and report on the obtaining and distribution of vouchers (e.g., bus passes) by Office location, provider, and customers.

The system shall have the capability to generate special messages (informational announcements) to accompany payments. Note: Authorization for payments and invoicing will be a function of CAFE; however, payment processing continues to reside in the legacy systems.

The system shall have the capability to calculate and pay partial payment amounts (e.g., part of a month). Note: Authorization for payments and invoicing will be a function of CAFE; however, payment processing continues to reside in the legacy systems.

The system shall have the capability to record, track, display, reconcile and pay advance payments and supplemental payment amounts. Note: Authorization for payments and invoicing will be a function of CAFE; however, payment processing continues to reside in the legacy systems.

The system shall have the capability of offsetting outstanding federal claims as necessary.

The system shall have the ability to allocate, adjust, collect, refund and transfer amounts across one or more federal claims.

The system shall have the capability to make payments to a variety of entities including customers, providers, vendors, contracts, and DCFS staff. Note: Authorization for payments and invoicing will be a function of CAFE; however, payment processing continues to reside in the legacy systems.

The system shall have the ability to process any financial transaction including payment by check, payment by electronic funds transfer, split checks, recoupment of overpayments, refunds, etc. and to link to external financial systems so as to ensure appropriate reporting by funding source. Note: Authorization for payments and invoicing will be a function of CAFE; however, payment processing continues to reside in the legacy systems.
System must be capable of interfacing with internal and external financial systems and send notifications or e-mails to appropriate parties with interfaces.

The system shall have the capability to record, track, display and report on contract expenditures and trends.

The system shall have the capability to provide federal grant management functionality such as setting up and maintaining grant awards, their amounts and time periods and generating federally required reports.

The system shall automate workflow of payment requests, approvals and payment with appropriate edits and safeguards to facilitate prompt and accurate payments are made to providers, customers and DCFs staff. Note: Authorization for payments and invoicing will be a function of CAFE; however, payment processing will continue to reside in the legacy systems.

The system shall automate fiscal and accounting functions to include tracking of federal funding eligibility rules for services and financial reporting and cost allocation.

The system shall automate the generation and amending of contracts and agreements.

The system shall provide the ability to issue and/or record the issuance of emergency manual checks. Note: Authorization for payments and invoicing will be a function of CAFE; however, payment processing will continue to reside in the legacy systems.

The system shall provide an automated monthly bank reconciliation process including but not limited to the tracking of check status and date cleared the bank.

The system shall accommodate financial activities and processes associated with the payment of providers/customers and the ongoing maximization of revenue sources.

The system shall provide business functions that address: a) Determination of allowability/eligibility of funding source for use with service/customer/provider, b) Determination of most appropriate funding source to use when multiple are available, c) Cost Accounting, Allocation & Utilization d) Processing Costs & Claims & Adjustments, and e) Federal Financial Reporting to the extent these don’t replicate existing legacy functions.

The system shall accommodate assignment/reallocation of multiple funding sources to a single payment.

The system shall be able to enforce any minimum or maximum benefit or payment levels per calendar or state or federal fiscal year. This also applies to any deductions as well to the extent these don’t replicate existing legacy functions.

The system shall be able to enforce timeframe limits for receipt of benefits or service payments including lifetime limitations to the extent these don’t replicate existing legacy functions.

The system shall have the ability to capture, track, display and report on data associated with the creation and maintenance of budgets and expenditures at varying levels such as state, region, district and local office budgets and for varying programs or service categories.

The system shall support a reporting hierarchy with respect to budget entities (state, region, district, local office).

The system shall have the capability to ensure that higher level budget entities are a roll up (sum of parts) of the lower (e.g., region/district/local office) levels and the lower levels must be consistent with their respective parent budget entities/obs.

The system shall prompt users (e.g., budget administrators) to adjust associated budgets when making budget adjustments if not automatically adjusted.

The system shall have the capability to allow budgeting in a service category comprised of multiple service types.

The system shall have the ability to set up spending limits criteria based on program case type, service category and type and funding source.

The system shall create a new record when a change is made to an element of the budget, service category/type or means of financing (MOF) record.

The system shall allow security to be established so that only authorized staff can create budgets for the geographic or program or service area for

Contract Negotiations

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Best and Final Offer Clarification

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RFP Question and Answer

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RFP Question and Answer
The system shall provide for automated grant ledgers.

The system shall have the capability to capture all appropriate grants and revenue sources.

The system shall allow designated users to establish and change funding rules as necessary.

The system shall have the capability to capture data associated with the establishment of "means of financing" (MOF).

The system shall have the capability to capture and maintain the appropriate state/federal matching percentages (FMAP) and IV-E Penetration rate.

The system shall have the capability to calculate the SGF percentage based on the Federal Financial Participation (FFP) percentage entered by the user.

The system shall have the capability to notify appropriate staff when spending limits reach a predetermined level.

The system shall provide the ability for date-affect expenditure and deductible data maintained in the system.

The system shall have the capability to perform retroactive calculations that will adjust the amount and/or funding source to which expenditure was recorded.

The system shall have the capability to associate each financial transaction with the appropriate grant or other revenue source(s).

The system shall have the capability to record, track, display and report on expenditures by federal fiscal year, grant year, state fiscal year, quarterly, and monthly including cumulative year-to-date.

The system shall have the capability to record, track, display and report on the necessary data to be used in reporting budgeted vs actual expenditures.

The system shall have the capability to record, track, display and report on expenditures and trends associated with provider contracts/agreements.

The system shall have the capability to record, track, display and report on account information for individual child wards of the State for contributions from parents and federal sources such as SSI, SSA & VA.

The system shall have the capability to update the child's account with federal contributions (SSI, SSA and VA) information via an interface with designated financial institutions.

The system shall support the creation of a Trust Fund, Dedicated Fund and/or Settlement Fund as appropriate for each child in the State's custody.

The system shall have the capability to update the child's Trust Fund, Dedicated Fund and/or Settlement Fund with contributions and interest via an interface with designated financial institutions.

The system shall have the capability to distribute interest income on a monthly basis between eligible child accounts on a percentage basis based on the child's percentage of the total funds in the account.

The system shall allow designated staff to manually create contributions in the child's Trust Fund, Dedicated Fund and/or Settlement Fund for deposits not received through previously identified data transfers.

The system shall allow designated staff to transfer dollars from a child's Running Account into the same child's Trust Fund or Settlement Fund.

The system shall allow designated staff to view, track, edit and report on the history of deposits into the Trust Fund, Dedicated Fund and/or Settlement Fund.

The system shall deduct from the child's contribution account all available funds up to the amount of a payable coming due to apply as a funding source for the payable.

The system shall, at the point of check write or EFT, deduct the appropriate dollar amount from the appropriate funding source, according to the funding rules.

The system shall have the capability to reconcile funding sources based...
The system shall through a daily interface with ISIS or LaGov, provide updates of all adjustments made to the funding sources relative to the current state fiscal year.

The system shall automatically update funding sources for affected existing payment records when funding rules are changed retroactively.

The system shall allow for changes to funding rules.

The system shall automatically adjust funding sources when a customer’s eligibility changes retroactively.

The system shall interface to the DCFS Bank Reconciliation System as necessary.

The system shall create a daily check, EFT and SVC reconciliation file for interfacing with designated financial institutions.

The system shall be able to receive from designated financial institution a daily reconciliation file of all paid items.

The system shall automatically update each payment record with reconciliation data received from designated financial institutions. Payment status will be updated to reflect that it has been paid and the disposition date will be populated on the payment record.

The system shall allow for manually updating the status of the check for reconciliation purposes (e.g., updating status to paid).

The system shall generate appropriate reports necessary to reconcile bank transactions as defined by the State.

The system shall notify appropriate parties for checks outstanding for over 180 days with designated financial institutions.

The system shall restrict access to Reconcile Account functionality based on specified organization/security roles.

The system shall process each item on the invoice independently, managing the exceptions without stopping the rest of the invoice items.

The system shall automatically approve online invoices with no exceptions that were based upon Customer/Case Authorizations.

The system shall generate an invoice file for the DCFS reporting systems (currently WebFocus and InfoPac).

The system shall record the CFMS voucher number and will automatically update the contract provider invoice using the CFMS number with payment details once the ISIS/LaGov file has been received.

The system shall associate payments created for worker reimbursements to be associated to most appropriate funding source based on such factors as the type of customer and service provided.

The system shall provide the capability for authorized staff to establish withholding percentages for providers and then reduce payments by that percentage.

The system shall support service payment totals that reflect payments to the provider and other entities such as the IRS.

The system shall capture Contract Payment information including the ability to indicate to whom payments should be made (for example, provider or directly to the customer).

The system shall provide the ability to create a manual payment directly to a customer.

The system shall provide a list of all LaCarte expense reports that have been submitted for the current month.

The system shall automatically import LaCarte Expense statements from designated financial institution.

The system shall automatically reconcile open payables against the designated financial institution LaCarte Expense Statement and then shall generate an exception report for items that cannot be reconciled between the designated financial institution LaCarte Expense Statement and the LaCarte Expense open payables.

The system shall provide a list of items that could not be reconciled to allow the financial worker to review and manually process (approve, authorize, cancel, etc.) the expense item.
The system shall automatically submit the LaCerte payment instruments to EFS at LaGov as an interface.

The system shall provide the ability to direct LaCerte payments to the designated financial institution or other designated financial institution as appropriate.

The system shall have the capability to send notifications to the appropriate designated financial institution system or EFS, etc.

The system shall provide the ability to retransmit automatic payments when system data within the system changes. An example would be a rate change that is effective for a date in the past.

The system shall provide the ability to generate mass changes that would authorize one-time payments to providers such as, but not limited to, decided payments, suspended payments.

The system shall provide the ability to access time and attendance data from other systems, sources, e.g., card-swipe or biometric capture and use that data to generate automated payments.

The system shall provide the ability to capture bank information for anyone to be paid via EFT.

The system shall provide the ability to suspend payments when necessary.

The system shall process manual payments on a nightly basis.

The system shall only allow payments to be made only if validation checks are passed.

The system shall automatically create overpayment receivables based upon changes to relevant case and provider data.

The system shall separate the overpayment receivables by month to match the original payables payment instruction when the overpayment receivables span across multiple months.

The system shall separate the overpayment receivables by customer and provider.

The system shall provide the ability to manually create an overpayment receivable.

The system shall run an overpayment batch process to create the overpayment financial receivables for all approved overpayments.

The system shall automatically create underpayment payables based upon changes to relevant case and provider data. The system will separate the underpayment by month to match the original payables payment instructions. When the underpayment payables span across multiple months, the system will separate the underpayment payables by customer and provider.

The system shall run an underpayment batch process to create the underpayment financial payables for all approved underpayments.

The system shall determine if there are outstanding overpayment receivables that cannot be satisfied with the underpayment amount prior to generating the underpayment payable.

The system shall restrict access to HELiUS and Adjustments functionality on specified organization/security roles.

The system shall provide for overpayment claim establishment functions by recalculating benefits for prior periods based on applicable policy.

The system shall have the capability of offsetting outstanding claims with benefit underpayments.

The system shall have the ability to allocate collections across one or more claims.

The system shall have the ability to adjust, refund, and transfer a claim balance and overpayment.

The system shall determine if an overpayment receivable exists for the payee prior to issuing payments.

The system shall provide the ability to create a manual payment deduction from payments lagged as response due to outstanding overpayment.

The system shall provide the ability to allocate payments received to a single overpayment receivable or to multiple overpayment receivables.
The system shall provide the ability to reverse or write-off outstanding overpayment receivables.

The system shall have the ability to track the payment and its source and allocate to the correct claim.

The system shall provide the ability to deduct the specified monthly recoupment amount from the first payment issued to the provider within the month.

The system shall provide the ability to deduct the specified monthly recoupment amount from each future payment made to the customer until the overpayment obligation is satisfied on overpayment receivables related to benefit program cases.

The system shall provide the ability to flag a payment received as one that should be applied to a prior period to enable the posting of the credit to the prior period after that period has closed.

The system shall provide the ability to automatically and manually create a refund for amounts that DCFS owes to customers, providers, or funding agencies.

The system shall allow the user to generate a refund for any payments received beyond the amount applied to posted receivables.

The system shall provide the ability to clear down dollars from the appropriate federal funding source or customer contributions to manually create a refund.

The system shall support the ability to reverse allocated partial and unallocated receivables.

The system shall enable the user to reverse all or part individual line items of the receivables.

The system shall provide the ability, to alert staff when specific claims are approaching milestones such as age or dollar amount and create necessary correspondence to support the write-off process.

The system shall record a history of prior-period adjustments made.

The system shall require multiple-level approvals on all prior-period history adjustments.

The system shall send funding source adjustment data to ISIS/LaGov or current system.

The system shall provide the ability to perform searches for all payments in a variety of ways, such as by those that have been made within a specific means of financing category, funding source, provider type, provider, customer type, customer, customer type, payments that have been made within a specific date range, etc.

The system shall provide an administrative function to initiate global changes to the means of financing.

The system shall provide the ability to associate one or many means of financing to a single transaction line item.

The system shall modify means of financing to the lowest level based on changes made in administrative, provider, or customer account.

The system shall generate the ISIS Conversion report for each EFT Check write for interfacing with ISIS/LaGov.

The system shall provide the ability to automatically cancel the EFT return from Bank.

The system shall provide the ability to automatically cancel the EFT return from Bank with the recoupment and set up the receivable without input from OUI & Fiscal.

The system shall enable designated DCFS staff the ability to change the payment due date or status of an entire document or specific lines of a document.

The system shall allow designated DCFS staff the ability to disposition a refund on a refund adjustment during the 45-day SFY closeout period between July 1 and August 15 or 15, after the last EFT check write in June. This method will be used to maintain these adjustments in ISIS/LaGov effective for the Fiscal Year.

The system shall provide notifications to appropriate parties regarding federal reports coming due.
Section 1.3 - Deliverables

This section consolidates the list of Deliverables stated throughout the Statement of Work. The delivery timeframes associated with these Deliverables will be stated and governed through the Project Work Plan. The Initial Project Work Plan shall be delivered no later than 30 days from the Contract Start Date.

The following table indicates the Deliverable Classification and Deliverable Frequency. A Critical Event represents a Deliverable subjected to the Contract Terms and Conditions related to liquidated damages.

In the event there is a missed Critical Event that results in an assessment of liquidated damages, the parties may agree to create a corrective action plan and/or an update to the Work Plan.
<p>| CAFE 1.1.1. | Monthly status report | Deliverable |
| CAFE 1.1.2. | Quarterly status report | Deliverable |
| CAFE 1.2.1. | Final End of Project report | Deliverable |
| CAFE 2.1.1. | Installation and configuration of any acquired software and application modules, patches, upgrades, releases, and any required third-party software, utilities, and tools | Deliverables: Each Project Software Release Phase |
| CAFE 2.2.1. | CAFE System Requirements document | Deliverables: Each Project Software Release Phase |
| CAFE 2.4.1. | Vulnerability and Intrusion Detection plan | Deliverables: Each Project Software Release Phase |
| CAFE 2.5.1. | Configuration and results of application tuning or environmental adjustments | Deliverables: Each Project Software Release Phase |
| CAFE 2.6.1. | System test plan | Deliverables: Each Project Software Release Phase |
| CAFE 2.7.1. | Programmed and configured modules including interfaces and EAI parameters | Critical Event: Each Project Software Release Phase |
| CAFE 2.8.1. | All source code | Deliverables: Each Project Software Release Phase |
| CAFE 2.9.1. | Updated models (e.g., Use Case, Object, Data Security, etc.) | Deliverables: Each Project Software Release Phase |
| CAFE 3.1.1. | CAFE System Test Scripts, Scenarios, Cases, Data Paths (automated and manual) | Deliverables: Each Project Software Release Phase |
| CAFE 3.2.1. | Unit test recalls document | Deliverables: Each Project Software Release Phase |
| CAFE 3.3.1. | User documentation | Deliverables: Each Project Software Release Phase |
| CAFE 3.4.1. | Operations documentation | Deliverables: Each Project Software Release Phase |
| CAFE 3.5.1. | System technical documentation | Deliverables: Each Project Software Release Phase |
| CAFE 3.6.1. | System test results document including security, audit, vulnerability on initial deployment | Deliverables: Each Project Software Release Phase |
| CAFE 3.7.1. | System testing certification letter | Critical Event: Each Project Software Release Phase |
| CAFE 4.1.1. | Fully functioning CAFE Components integrated interfaced with necessary legacy systems and other systems external to DCFS that have been identified as critical, outside resources | Deliverables: Each Project Software Release Phase |
| CAFE 4.2.1. | Transition State UAV Team | Deliverables: Each Project Software Release Phase |
| CAFE 4.3.1. | Transfer to State of system test scripts and automated testing packages | Deliverables: Each Project Software Release Phase |
| CAFE 4.4.1. | Structured set of test data, including converted production data and onboarding data | Deliverables: Each Project Software Release Phase |
| CAFE 4.5.1. | Defect Corrections report | Deliverables: Each Project Software Release Phase |
| CAFE 4.6.1. | Integration and Outcomes report | Deliverables: Each Project Software Release Phase |</p>
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The following table documents the value of each Deliverable, hereafter referred to as the Deliverable Schedule. The delivery timeframes associated with these Deliverables are listed for budgeting purposes only. Actual delivery dates will be stated and governed through the Project Work Plan.

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<td>Delivery of training materials must be coordinated with the training director to ensure sufficient time to distribute large volumes to remote sites.</td>
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<td>Resolution procedure for implementation and testing</td>
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**Project Software Release Phase 2 Deliverables**

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<td>Clean transformed and compacted data</td>
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**Project Software Release Phase 3 Deliverables**

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<td>Issue Source Requirements document</td>
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<td>System fail over, backup and recovery report, and</td>
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<td>CAFE 407.41</td>
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**Project Software Release Phase 4 Deliverables**

<p>| CAFE 412.41 | Installation of transfer software configuration of any acquired hardware and application modules, patches, upgrades, releases, and any required third-party software utilities and tools. | $61,824 | Mth-21 |
| CAFE 413.41 | CAFE System Requirements document | $31,608 | Mth-20 |
| CAFE 414.41 | Resource Requirements document | $48,795 | Mth-22 |
| CAFE 415.41 | Capacity Analysis System Performance document | $100,305 | Mth-22 |
| CAFE 416.41 | CAFE Functional Detailed System Design document | $140,465 | Mth-22 |
| CAFE 417.41 | CAFE Technical Detailed Design document | $46,410 | Mth-22 |
| CAFE 418.41 | Vulnerability Intrusion Detection plan | $20,126 | Mth-22 |
| CAFE 419.41 | Volume analysis documentation and results of application tuning at environmental | $89,248 | Mth-25 |
| CAFE 420.41 | System test plan | $84,481 | Mth-22 |
| CAFE 421.41 | Programmed and configured modules including interfaces and EAI processes. | $210,150 | Mth-26 |
| CAFE 422.41 | All Source code | $407,195 | Mth-26 |
| CAFE 423.41 | All updated models, incl. Use Case, Gropet, Data Security etc | $179,844 | Mth-26 |
| CAFE 424.41 | System Test Scripts, Scenarios, Cases, Data Pools automated and manual | $127,346 | Mth-26 |
| CAFE 425.41 | Unit test results document | $298,961 | Mth-25 |
| CAFE 426.41 | User documentation | $220,915 | Mth-28 |
| CAFE 427.41 | Operations documentation | $91,034 | Mth-28 |
| CAFE 428.41 | System technical documentation | $104,022 | Mth-28 |
| CAFE 429.41 | System test results document including security, audit, vulnerability and intrusion detection | $220,915 | Mth-28 |
| CAFE 430.41 | System testing certification letter and | $25,976 | Mth-28 |
| CAFE 431.41 | Fully functional CAFE Components integrated with necessary legacy systems, and other systems external to DCFS that have been identified as critical outside resources | $194,022 | Mth-28 |
| CAFE 432.41 | Trained State UAT team | $221,500 | Mth-26 |
| CAFE 433.41 | Transfer to State of system test scripts and automated testing packages | $177,972 | Mth-26 |
| CAFE 434.41 | Structural tests of test data, including converted production data and longitudinal testing | $133,157 | Mth-26 |
| CAFE 435.41 | Defect Correction report | $137,370 | Mth-28 |
| CAFE 436.41 | Integration and Outcomes report | $245,465 | Mth-28 |
| CAFE 437.41 | System back-out, backup and recovery report | $63,066 | Mth-28 |
| CAFE 438.41 | System fall-out, backup and recovery report and | $67,281 | Mth-28 |</p>
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<td>$76,465</td>
<td>Mth-26</td>
</tr>
<tr>
<td>101.4.1</td>
<td>Digital Recordings of Training Sessions set up for user access as a webinar for training purposes.</td>
<td>$8,717</td>
<td>Mth-26</td>
</tr>
<tr>
<td>101.4.1</td>
<td>Hands-on training of all technical staff regarding software architecture database operations and support.</td>
<td>$39,127</td>
<td>Mth-28</td>
</tr>
<tr>
<td>101.4.1</td>
<td>Conversion plan</td>
<td>$105,949</td>
<td>Mth-21</td>
</tr>
<tr>
<td>102.4.1</td>
<td>Conversion specification document</td>
<td>$311,949</td>
<td>Mth-21</td>
</tr>
<tr>
<td>102.4.4</td>
<td>Data cleanup lists and results</td>
<td>$57,101</td>
<td>Mth-26</td>
</tr>
<tr>
<td>102.4.4</td>
<td>Conversion test plans</td>
<td>$57,101</td>
<td>Mth-25</td>
</tr>
<tr>
<td>103.4.1</td>
<td>Conversion programs, and documentation.</td>
<td>$191,662</td>
<td>Mth-25</td>
</tr>
<tr>
<td>103.4.4</td>
<td>Conversion test results, reports, and analyses for the state.</td>
<td>$252,589</td>
<td>Mth-28</td>
</tr>
<tr>
<td>104.4.1</td>
<td>Clean transformed and converted data</td>
<td>$422,826</td>
<td>Mth-28</td>
</tr>
<tr>
<td>104.4.1</td>
<td>Pilot test plan</td>
<td>$19,190</td>
<td>Mth-25</td>
</tr>
<tr>
<td>104.4.1</td>
<td>Pilot testing readiness certification letter</td>
<td>$11,701</td>
<td>Mth-26</td>
</tr>
<tr>
<td>104.4.1</td>
<td>Pilot test completion certification letter</td>
<td>$28,550</td>
<td>Mth-30</td>
</tr>
<tr>
<td>104.4.1</td>
<td>Gap fill, simulation, tuning, and benchmark reports.</td>
<td>$7,957</td>
<td>Mth-26</td>
</tr>
<tr>
<td>105.4.1</td>
<td>Pre-implementation reports.</td>
<td>$21,179</td>
<td>Mth-30</td>
</tr>
<tr>
<td>105.4.1</td>
<td>CAFE System Help Desk procedures</td>
<td>$19,190</td>
<td>Mth-26</td>
</tr>
<tr>
<td>105.4.1</td>
<td>Complete and operationally sound system ready for statewide implementation</td>
<td>$19,658</td>
<td>Mth-30</td>
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<tr>
<td>106.4.1</td>
<td>Statewide incremental implementation deployment plan.</td>
<td>$10,948</td>
<td>Mth-29</td>
</tr>
<tr>
<td>106.4.1</td>
<td>Statewide service checklist</td>
<td>$12,286</td>
<td>Mth-29</td>
</tr>
<tr>
<td>106.4.1</td>
<td>Statewide Implementation Readiness Assessment Certification letter.</td>
<td>$6,659</td>
<td>Mth-29</td>
</tr>
<tr>
<td>106.4.4</td>
<td>Help Desk detail and management summary reports.</td>
<td>$10,648</td>
<td>Mth-31</td>
</tr>
<tr>
<td>106.4.4</td>
<td>Procedure for reporting problems and escalation procedures.</td>
<td>$7,372</td>
<td>Mth-26</td>
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<tr>
<td>106.4.4</td>
<td>Cooperation and posting of Implementation Q&amp;A.</td>
<td>$4,563</td>
<td>Mth-30</td>
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<tr>
<td>106.4.4</td>
<td>CAFE System Release 4 implementation statewide.</td>
<td>$13,222</td>
<td>Mth-31</td>
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<tr>
<td>106.4.4</td>
<td>Release implementation letters.</td>
<td>$4,563</td>
<td>Mth-31</td>
</tr>
<tr>
<td>106.4.4</td>
<td>Final implementation report.</td>
<td>$8,893</td>
<td>Mth-31</td>
</tr>
<tr>
<td>106.4.4</td>
<td>Certification of state acceptance document.</td>
<td>$4,446</td>
<td>Mth-28</td>
</tr>
<tr>
<td>106.4.4</td>
<td>All CAFE System documentation.</td>
<td>$84,756</td>
<td>Mth-31</td>
</tr>
<tr>
<td>106.4.4</td>
<td>All updated source code and models.</td>
<td>$94,995</td>
<td>Mth-31</td>
</tr>
<tr>
<td>106.4.4</td>
<td>Status of any outstanding problems and recommendations for system enhancements.</td>
<td>$11,616</td>
<td>Mth-31</td>
</tr>
<tr>
<td>106.4.4</td>
<td>Status and metrics of system changes performed by State Staff post-implementation</td>
<td>$7,631</td>
<td>Mth-31</td>
</tr>
</tbody>
</table>

**Project Post-Implementation Phase Deliverables**

<table>
<thead>
<tr>
<th>CAFE Task</th>
<th>Description</th>
<th>Cost</th>
<th>Mth</th>
</tr>
</thead>
<tbody>
<tr>
<td>107.4.1</td>
<td>Final system turnover plan and model.</td>
<td>$64,356</td>
<td>Mth-36</td>
</tr>
<tr>
<td>109.4.1</td>
<td>Final turnover report.</td>
<td>$11,773</td>
<td>Mth-36</td>
</tr>
<tr>
<td>Total</td>
<td>$29,499,108</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1.0 CONTRACTOR PERSONNEL

1.1 Key Personnel:

The following individuals are assigned as Key Staff:

<table>
<thead>
<tr>
<th>Name</th>
<th>Role</th>
<th>Expected Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marty Carreras</td>
<td>Project Manager</td>
<td>Full Time: Contract Start through Month 27</td>
</tr>
<tr>
<td>TBD</td>
<td>Application Development Manager</td>
<td>Part Time: Month 28 through Month 36</td>
</tr>
<tr>
<td>Amjad Bhatt</td>
<td>Technical Infrastructure Manager, Technical Architect</td>
<td>Full Time: Contract Start through Month 27</td>
</tr>
<tr>
<td>Salangai Dhandapani</td>
<td>Database Administrator</td>
<td>Full Time: Contract Start through Month 24</td>
</tr>
<tr>
<td>Bond Lux</td>
<td>Conversion Manager, Interface/Integration Manager</td>
<td>Full Time: Contract Start through Month 27</td>
</tr>
<tr>
<td>Mary Suter</td>
<td>Software Testing Manager</td>
<td>Full Time: Contract Start through Month 27</td>
</tr>
<tr>
<td>Griz Dhandapani</td>
<td>Implementation/Operation/Maintenance Manager</td>
<td>Full Time: Contract Month 7 through Month 36</td>
</tr>
<tr>
<td>Anthony Napolitano</td>
<td>Business Analyst Manager</td>
<td>Full Time: Contract Start through Month 36</td>
</tr>
<tr>
<td>Will Arnold</td>
<td>Change Readiness Manager / Training Manager</td>
<td>Full Time: Contract Start through Month 27</td>
</tr>
<tr>
<td>Corey O'Brien</td>
<td>Usability Manager</td>
<td>Part Time: Month 8 through Month 27</td>
</tr>
</tbody>
</table>

Meeting the business and technical goals and objectives of the CAFE solution requires a multidisciplinary team. This team must comprise of staff with significant experience managing large-scale enterprise development initiatives leveraging the tools and technologies to address the business and technical objectives of the programs for which the CAFE solution supports. The team presented in this initial Deloitte CAFE Project Team Organization Chart represents the best fit for this engagement based on their collective experiences as they relate to DCFS and CAFE requirements. While many team members will be located in Baton Rouge alongside the DCFS CAFE and DCFS Modernization staff, others will be located in our Application Development Facility located at 300 Corporate Center Drive, Camp Hill, Pennsylvania. Throughout the course of this project, this location will be commonly referred to as "The Center." The team in The Center is as much a part of the day to day operations of the CAFE project as those located on-site in Baton Rouge. The only difference in their physical work location, and the equipment they use to accomplish their tasks. Some members of the team that are primarily located in The Center will make trips, as necessary, to Baton Rouge to facilitate discussions, knowledge transfer, technical training, train the trainer events, facilitate usability and JAD sessions, etc. Members of the on-site Baton Rouge team may also make trips to The Center.

Presented in the Organization Chart below is the team that has been and continues to be assembled in advance of the project start date. The team is planning for an official project start on or around April 4, 2011.
throughout the course of the summer, updates are made to the Monthly Status Report.
Contract State will make available to the Contractor, for Contractor’s use in fulfillment of this contract, resources as described below:

1.0 PROJECT DIRECTOR

The Project Director appointed by the State is the principal point of contact for this contract on behalf of the State.

2.0 OFFICE FACILITIES

The State will provide reasonable and normal office space for up to 55 contractor staff, State staff, vendor staff, local telephone service, and limited usage of supplies and copiers.

3.0 COMPUTER FACILITIES

State will make available use of computer facilities at reasonable times and in reasonable time increments to support system development, test, and installation activities. Special facility requirements, such as stress testing or conversion, shall be addressed in the appropriate planning documents or documented by the Contractor in a memorandum.

4.0 PC WORKSTATIONS

The State will provide Contractor with workstations, workstation resident software or maintenance thereof.

5.0 TECHNICAL STAFF

State will provide up to 31 technical employees to be manpower loaded at no more than 100% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other technical specialists on a limited basis will be coordinated through the State CAFE Project Director.

6.0 FUNCTIONAL STAFF

State will provide up to 57 functional employees to be manpower loaded at no more than 100% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other functional personnel on a limited basis will be coordinated through the State CAFE Project Director.

7.0 STATE PROPERTY OWNERSHIP

Title to all Property furnished by State shall remain in State.

8.0 USE OF PROPERTY

Any Property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the State CAFE Project Director, be used only for the performance of its obligations under and subject to the terms of this contract.

9.0 NOTICE OF DAMAGE

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

10.0 SURRENDER OF PROPERTY

Contractor shall surrender to State all Property upon the earliest of completion, termination, or cancellation of this contract.
1.0 INSURANCE
Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees as set forth in this Attachment. The cost of such insurance shall be documented in the Maximum Amount included in Section 5.0 of the contract.

2.0 MINIMUM SCOPE AND LIMITS OF INSURANCE
Contractor shall maintain limits no less than:

1. Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of $1,000,000 and a minimum general aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

2. Automobile Liability Insurance shall have a minimum combined single limit per occurrence of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

3. Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor’s headquarters. Employers Liability is included with a minimum limit of $500,000 per accident, per disease, per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of $1,000,000. A.M. Best’s insurance company rating requirement may be waived for workers compensation coverage only.

4. Professional Liability Errors and Omissions, with coverage of not less than $1 million per claim/$2 million general aggregate.

5. Crime Coverage with a deductible not to exceed $1 million, and coverage of not less than $5 million single limit per occurrence and $10 million in the aggregate, which shall at a minimum cover occurrences falling in the following categories: Computer Fraud; Forgery; Money and Securities; and Employee Dishonesty.

3.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS
Any deductibles or self-insured retentions are the sole responsibility of the Contractor.

4.0 OTHER INSURANCE PROVISIONS
The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

2. The Agency, its officers, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

3. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

4. Workers’ Compensation and Employers Liability Coverage
The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.
7.0 SUBCONTRACTORS
Contractor shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8.0 INDEMNIFICATION
Contractor shall, at its expense, indemnify, defend, and hold harmless State, its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any third party claim or action against State solely for physical damage to real or tangible personal property, bodily injury or death, to the extent caused by the negligent acts or omissions or willful misconduct of Contractor, its officers, employees, agents, or Subcontractors while engaged in the performance of the Services. State shall promptly give Contractor notice of any such claims and shall reasonably cooperate in the defense of such claims, and Contractor shall be entitled to control the defense or settlement of any such claim with counsel of its choosing.
The contractor recipient agrees to adhere to safeguard information outlined in IRS Publication 745:

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

1. All work will be performed under the supervision of the contractor or the contractor’s responsible employees.

2. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

3. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

4. No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

5. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

6. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

7. (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

1. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(m-1).

2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee. [United States for Federal employees] in an amount equal to the sum of the greater of $1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of a knowing violation of the terms of the contract. The penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(m-1).
manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

The granting of a contractor access to FTI must be preceded by certifying that each individual understands the agency’s security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency’s files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.
described in this Attachment VI as the Warranty Services at no additional cost to State to correct
Deficiencies in the System to bring the System into conformance with the Specifications. Contractor's
Warranty Services responsibilities shall include but not be limited to the following:
1.1 Promptly repair or replace Deficiencies in the System;
1.2 Coordinate with State all tasks related to correcting Deficiencies in the System; and
1.3 Execute on-line diagnostics from a remote Contractor location solely to assist in the identification
and isolation of Deficiencies.
1.4 Have Contractor staff on-call outside of standard State work hours to address System Defects
with a Critical severity level as set forth in Section 4.2 of Contract Attachment X (Service Level
Agreements).

2.0 Inquiry Assistance. Contractor shall not provide second tier help desk services and support staff
as described in the RFP, as such services and support shall be provided by the State as applicable.

3.0 Additional Assistance.
In addition to the Warranty Services set forth in Section 1.0, during the Warranty Period.
3.1 Contractor shall provide trained and qualified Services Staff in the event that: (i) such assistance
as described above does not resolve Deficiencies in the System within the applicable Service Level
Agreement timeline(s) as set forth in Section 4 of Contract Attachment X after Contractor’s response
to State; or (ii) the System is non-Operational as a result of a Deficiency.
3.2 Contractor shall provide a plan to resolve such Deficiencies in the System in accordance with the
Service Level Agreement timelines after notice by State to Contractor of such Deficiency.
3.3 Database. Contractor shall maintain and make available to State a database of all Deficiencies in
the System reported by State or known to Contractor in the System. The database shall include, as a
minimum, the following:
1. Date and time Contractor was notified;
2. Date and time of inquiry response;
3. Time spent for resolution of Deficiencies;
4. Description of Deficiency;
5. Description of severity level of Deficiency, e.g., emergency;
6. Description of Deficiency resolution,
7. Date of resolution.

4.0 Enhancements.
4.1 Contractor shall produce such Enhancements as State requests in a commercially reasonable
time and form at an additional charge in accordance with the Change Order process described herein.
Enhancements to correct any Deficiency shall be provided to State at no additional cost and
documented through the Change Order process during the Warranty Period.
4.2 Exclusion. Contractor shall have no obligation or liability to State under this Section 4.0 to the
extent that a Deficiency results from (a) revisions or modifications to the System made by anyone
other than the Contractor or its subcontractors, with the understanding that the RFP and Proposal
provide for the performance of certain non-critical Custom Software development work to be
performed by State Personnel as assigned by Contractor as part of the knowledge transfer activities
under this contract and such development work will not relieve Contractor of its obligations under this
Section; (b) the operation of the System with other items (e.g., State-supplied data, services,
software, or equipment) that Contractor did not integrate into the System, with the understanding that
the mere fact that the State has migrated the System from a development environment to a
production environment does not in and of itself constitute such operation; (c) the State’s failure to use
any new or corrected versions of the System made available by Contractor or use of the System in a
manner not contemplated by the requirements or design for the System; or (d) Contractor’s
adherence to the State’s instructions or specifications.

5.0 Post-Implementation Support. Contractor shall provide Post-Implementation Support Services
to correct Deficiencies in the System and support, repair, and maintain the System in accordance with
the SOW, the Work Plan and this contract. Contractor’s Post-Implementation Support Services
responsibilities shall include but not be limited to maintaining the System in accordance with the
Specifications, and developing, on a best efforts basis, of a temporary solution to or an emergency
bypass of a Deficiency pending a permanent solution. Applicable Contractor Staff shall be available
throughout the Post-Implementation Support Period as described in this contract to provide these
Post-Implementation Support Services.
changes within the scope of the contract. Such changes may include, without limitation, revisions to Deliverables or Services.

2.0 Project Scope and Change Management Plan. Both parties agree to follow the procedures in the Project’s accepted Project Scope and Change Management Plan (09-008).

3.0 Contractor Proposal to Change Request. Contractor shall respond in writing to a Change Request within 20 days of receipt, advising State of any cost and Schedule impacts. When there is a cost impact, i.e., increase or decrease in Charges or Purchase Prices, Contractor shall advise State in writing of the increase or decrease involved, including a breakdown of the number of Staff hours by level of Contractor personnel needed to effect this change.

4.0 Agreement on Change Order. The Contractor Project Manager and the State Project Director shall negotiate in good faith and in a timely manner as to the price for amounts over the limitations specified in the RFP and the impact on the Schedule of any Change Request. If the parties reach an agreement on a Change Order in writing, and the Change Order is executed by authorized representatives of the parties, the terms of this contract shall be modified accordingly. The parties will execute a formal contract amendment for any Change Order that increases or decreases the Maximum Amount. Non-financial Change Orders may be approved in writing by the State Project Director. However, all other Change Orders must be executed by the State Project Director. In no event shall the Charges or Purchase Prices be increased nor shall the Schedule be extended in a Change Order to correct errors or omissions in the Proposal.

5.0 Contractor Submission of Change Request. Contractor may also submit a Change Request to State to propose changes that should be made within the scope of the contract. Any such Change Request shall include proposed costs and Schedule impacts, including a breakdown of the number of Staff hours by level of Contractor personnel needed to effect this change. State will attempt to respond to such Change Requests from Contractor within 20 days of receipt. If the parties reach an agreement on a Change Order in writing, and the Change Order is executed by authorized representatives of the Parties, the terms of this contract shall be modified accordingly. If the parties are unable to reach an agreement in writing on a Change Request submitted by Contractor, the State Project Director will be deemed to have rejected the requested Change Request.
reflect the changes to Contractor’s Scope of Work that have been agreed upon by the parties during Contract Negotiations.

Volume 1 CAFE Technical Proposal, consisting of the below three parts and sections:

Volume 1 Part 1
- Section 1: Certification Statement
  - No Changes
- Section 2: Transmittal Letter
  - No Changes
- Section 3: Table of Contents
  - No Changes
- Section 4: Executive Summary
  - Timeline and Release schedule updated as set forth in Attachment I Statement of Work
- Section 5: Corporate Qualifications
  - No Changes
- Section 6. Understanding of the Project Scope
  - Figure 6.3-3 and 6.3-5 updated to reflect agreed upon removal of requirements as set forth in Attachment I Statement of Work
  - Section 6.4.2 Updated the budget for Changes Orders included within the maximum contract amount from 15% change hours pool to 0% hours pool.
- Section 7. Methodology and Approach
  - Section 7.1.1.4 Training Methodology and Approach updated with train-the-trainer approach as set forth in Attachment I Statement of Work
  - Section 7.1.2.9 Obtaining State Approvals updated in Section 4.3 of the Contract
  - Section 7.1.0 Figure 7.1-9 List of Deliverables to be provided by Contractor updated as set forth in Attachment I Statement of Work
  - Section 7.1.3 Statement of Work topics updated in Attachment I Statement of Work
  - Section 7.1.3.8 Updated by final agreements and changes as set forth in Attachment I Statement of Work
  - Section 7.4.0 SLAs updated by Attachment X Service Level Agreements

Volume 1 Part 2
- Section 8: Technical Approach
  - Section 8.1 Updated to reflect final functional and technical features set forth in Attachment I Statement of Work
  - Section 8.12 Updated to reflect agreement on requirements removed as set forth in Attachment I Statement of Work

Volume 1 Part 3
- Section 9: Organization and Staffing
  - Section 9.1.1 Use of Harmsburg Development Center model updated as set forth in Attachment I Statement of Work
  - Section 9.2.0 Updated by Attachment II Contractor Personnel and Other Resources to reflect
Section 11: Project Work Plan

- Section 11.1.3 Updated by Attachment 1 Statement of Work to remove references to site support post go-live
- Section 11.2 Release descriptions updated by final requirements in Attachment 1 Statement of Work. Plan B approach updated by Attachment 1 Statement of Work to use Harrisburg Delivery Center for project delivery
- Section 11.3 Attachment 1 Statement of Work removed Task 1.1 - Establish Project Office. Updated Task 1.3 to reflect deliverables which were removed from project scope. Remove Task 1.5 - Establish a Web Presence. Updated Task 1.8 to align with removal of change control process deliverable.
- Section 11.4 Updated deliverables and task responsibilities as set forth in Attachment 1 Statement of Work
- Section 11.5 Updated deliverables and task responsibilities as set forth in Attachment 1 Statement of Work
- Section 11.8 Updated by Attachment 1 Statement of Work to reflect removal of classroom training and replacement with train-the-trainer sessions as well as updates to appropriate deliverables.
- Section 11.9 Updated deliverables and task responsibilities as set forth in Attachment 1 Statement of Work
- Section 11.10 Updated to remove site support requirements as well as applicable deliverables and associated task responsibilities by Attachment 1 Statement of Work
- Section 11.11 Updated to remove site support requirements as well as applicable deliverables and associated task responsibilities by Attachment 1 Statement of Work

Section 12: Resumes and Roles of Proposed Staff

- Updated by Attachment 1 Statement of Work

Section 13: Subcontractors

- No changes

Volume 2 CAFE Cost Proposal

- Updated payment schedule as set forth in Attachment 1 Statement of Work
Contractor is required to provide a performance (surety) bond in the amount of Twenty-nine million, four hundred ninety-nine thousand, one hundred and eight dollars ($29,499,108.00) to insure the successful performance under the terms and conditions of the Contract, including Section 5.2.C. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

The performance bond is to be provided within 10 working days from the effective date of the Contract. Failure to provide the performance bond within the specified timeframe will be grounds for immediate termination of the contract upon written notice to Contractor and provided that Contractor has not cured such failure within 5 working days from receiving such notice.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.
1. **General Overview**

   This Attachment sets forth:
   - The general levels of response and availability associated with the System
   - The responsibilities of Contractor and State
   - Processes for Defects and change management

2. **Service Level Agreements**

   The table below identifies the Services Level Agreements against which performance of the System shall be measured. These Service Level Agreements are in effect from the date of the Project Software Release Phase 1 Pilot through the remainder of the Contract Period.

<table>
<thead>
<tr>
<th>Service Level Agreements</th>
<th>Description</th>
<th>Measured</th>
<th>Reporting</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Availability</td>
<td>The System shall be available for access by users to conduct typical transactions twenty four (24) hours a day seven days a week, fifty-two weeks a year without dependency on the daily batch processes with the exception of planned maintenance outages</td>
<td>Downtime as a result of infrastructure unavailability will not be considered as a measured Service Level Agreement event. Contractor is not accountable for the availability of hardware and software licensed and managed by State employees or State authorized vendor staff or other State of Louisiana Agency partners.</td>
<td>Monthly</td>
</tr>
<tr>
<td>System availability</td>
<td>Except for factors beyond the Contractor’s reasonable control, any unscheduled downtime of the System exceeding four (4) hours or any slow down in user response times that results in the System failing to complete typical transactions within ten (10) minutes for more than ten (10) users over the course of four (4) hours.</td>
<td>Measures to be calculated based upon 24 hour periods</td>
<td>Monthly</td>
</tr>
<tr>
<td>System Performance</td>
<td>The System shall display results of search for records by ID or number within two seconds 95% of the time.</td>
<td>Measures to be calculated based upon 24 hour periods</td>
<td>Monthly</td>
</tr>
<tr>
<td>System Performance</td>
<td>The System shall display results of search for records by exact name or character match within four seconds 95% of the time.</td>
<td>Measures to be calculated based upon 24 hour periods</td>
<td>Monthly</td>
</tr>
<tr>
<td>System Performance</td>
<td>The System shall display results of search for records by sound-ex name within six seconds 95% of the time.</td>
<td>Measures to be calculated based upon 24 hour periods</td>
<td>Monthly</td>
</tr>
<tr>
<td>System Performance</td>
<td>The System shall display results of sorting an online list by column heading within four seconds 95% of the time.</td>
<td>Measures to be calculated based upon 24 hour periods</td>
<td>Monthly</td>
</tr>
<tr>
<td>---------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>System Performance</td>
<td>Editing records shall provide screen refresh and message notification (success error) within four seconds 95% of the time.</td>
<td>Measures to be calculated based upon 24 hour periods</td>
<td>Monthly</td>
</tr>
<tr>
<td>System Performance</td>
<td>The System shall communicate print requests to the printer for notices, forms and reports within eight seconds 95% of the time.</td>
<td>Measures to be calculated based upon 24 hour periods</td>
<td>Monthly</td>
</tr>
<tr>
<td>System Performance</td>
<td>Response time required to open and display and drill-down to supporting data contained in WebFocus reports shall be within four seconds 95% of the time.</td>
<td>Measures to be calculated based upon 24 hour periods</td>
<td>Monthly</td>
</tr>
<tr>
<td>System Performance</td>
<td>Response time required to open and graphically display geo-coded mapping results shall be within eight seconds 95% of the time.</td>
<td>Measures to be calculated based upon 24 hour periods</td>
<td>Monthly</td>
</tr>
<tr>
<td>System Performance</td>
<td>Response time required to calculate and display results for Automated Assessments shall be within eight seconds in 95% of the time.</td>
<td>Measures to be calculated based upon 24 hour periods</td>
<td>Monthly</td>
</tr>
<tr>
<td>System Performance</td>
<td>The System shall be able to conduct routine backups of all transactions and data for a specific period within a minimum of four (4) hours.</td>
<td>Measures to be calculated based upon 24 hour periods</td>
<td>Monthly</td>
</tr>
<tr>
<td>System Performance</td>
<td>The System shall be able to restore routine backups of all transactions and data for a specific period within a minimum of eight (8) hours.</td>
<td>Measures to be calculated based upon 24 hour periods</td>
<td>Monthly</td>
</tr>
</tbody>
</table>

This Service Level Agreement is also dependent upon the documentation and approval of archive and purge requirements necessary to help ensure data is managed on an ongoing and regular basis. This Service Level Agreement shall not be considered if backups exceed this window and functional archive and purge requirements have not been approved for inclusion in the final design of CAFE.
3. Roles and Responsibilities

3.1 Contractor Responsibilities

Contractor responsibilities and/or requirements in support of this Attachment consist of:

- Meet responsibilities associated with assigned Defects and Service Level Agreements as set forth herein
- Develop and generate monthly reports on all Service Level Agreements
- Appropriate notification to State for all scheduled maintenance
- Implement defined processes to deliver and report these service levels

3.2 State Responsibilities

State responsibilities and/or requirements in support of the SLAs include:

- Assist Contractor in the development and generation of monthly SLA reports
- Availability of State representative(s) when resolving a Defect
- Communicate specific information about Defects or missed Service Level Agreements

3.3 QA Contractor Responsibilities

QA Contractor responsibilities and/or requirements in support of the SLAs include:

- Validate Performance Standards
- Validate Methodologies or Tests for Determining Performance
- Validate Monthly SLA report

It is noted that the QA Contractor is a contractor of the State and it is solely the State's responsibility to engage with, manage, and require such contractor to perform its responsibilities in connection with this Contract. Contractor shall cooperate fully with the QA Contractor as noted in the Attachment I Statement of Work.

4. Hours of Coverage, Response Times & Escalation

4.1 Incidents

Each party is required to notify the other party promptly of any issues, concerns or complaints regarding any matter under this Attachment. The parties will use every endeavor to resolve, by a process of consultation, any differences or issues arising between them with respect thereto. All incidents should be reported to help desk to insure proper recording and tracking. However in order to provide a formal mechanism for the resolution of issues that may arise for critical and high level defects, in relation to the provision of services, escalation procedure are detailed in Section 4.3 - Escalation Procedures.

4.2 Defect Severity & Response Times

The following are Defect severity classifications that will be used to prioritize Contractor's response to such Defects. Contractor will work diligently to respond to reported Defects in the times indicated below.

<table>
<thead>
<tr>
<th>Severity/Priority</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Critical</td>
<td>This code is assigned to a Defect with the most urgent need of a fix. Incorrect results or failure have occurred that are critical to program execution. Case processing cannot continue until the Defect is corrected.</td>
</tr>
</tbody>
</table>


4.3 Escalation Procedures

The achievement of the performance targets set forth above will require the coordinated, collaborative effort of State and Contractor Project Manager. The Contractor Project Manager will be the single point of contact for the prompt resolution of any failure to promote a performance target.

State shall notify the Contractor Project Manager if the applicable Services are at any time performed at a level below the performance target level in the table above. In such event, the Contractor Project Manager will investigate the problem and jointly initiate actions to promote resolution and future compliance.

Where the parties cannot resolve issues in relation to performance, these issues should ultimately be elevated to Contractor Lead Engagement Principal and the Deputy State CAFE Project Director. In the event that a grievance is laid or that the expected service levels are not achieved, and all reasonable steps to resolve this grievance or inferior service have been taken by the parties concerned, the dispute will be forwarded to the Contractor Executive QA Principal and the State CAFE Project Director for final resolution.

5. Maintenance and Service Changes

All maintenance must be documented and communicated. It is anticipated that these activities will render systems and/or applications unavailable for normal user interaction.

5.1 Change Management

It is likely that during the course of the contract that there will be events that take place that cause a need for some level of change. Change Management refers to any event that alters the existing state of services, including software, hardware, networks, and facilities. The Contractor should use commercially reasonable efforts to reduce the disruption of services by using a standard process to
<table>
<thead>
<tr>
<th><strong>Planned</strong></th>
<th><strong>Unplanned</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Standard</strong></td>
<td>Minor</td>
</tr>
<tr>
<td></td>
<td>Minor</td>
</tr>
<tr>
<td></td>
<td>Moderate</td>
</tr>
<tr>
<td></td>
<td>Major</td>
</tr>
<tr>
<td></td>
<td>Critical (After-hours)</td>
</tr>
<tr>
<td></td>
<td>Emergency (Immediate)</td>
</tr>
</tbody>
</table>

Any changes to metrics and targets will require mutual agreement in writing.
technical and physical safeguards designed to protect against unauthorized access to or use of Confidential Information. Currently Contractor maintains the following:

- Maintaining an information security program that defines, implements, and reviews information security policies and procedures.
- Implementing policies that prohibit the unauthorized disclosure of confidential information and requesting, on an annual basis, confirmation from Contractor personnel that they have read such policies.
- Protecting the confidentiality of confidential information by implementing processes to encrypt data files stored on laptop and desktop computers (using BitLocker Drive Encryption - full disk encryption), implementing processes and security settings to protect information stored on mobile devices (e.g., BlackBerries® and Treos™), such as time out values, PINs, automatic device wipe after a specified number of invalid log-on attempts, and remote wipe capability, and issuing encrypted USB drives to Provider personnel for use in transferring confidential data.
- Training and awareness programs for Contractor personnel related to information security policies, information protection standards, and privacy. Additionally, from time to time, publishing privacy and security-related alerts or reminders by standard internal communication channels.
- Limiting access to Contractor offices through the use of one or more of: conventional locks, electronic locks, security guards, identification badges, visitor control programs, and video surveillance programs.
- Maintaining an anti-virus protection program (McAfee), including, centrally managed, commercially available anti-virus software on Contractor computers to which updates are released as they become available from vendors, and a virus containment process that defines responsibilities and outlines procedures.
- Maintaining Contractor network servers in data centers that employ a variety of industry-accepted procedures and tools that are designed to safeguard portions of the network and servers within the data centers. These include combinations of the following:
  - Restricting both physical and network access to those with a business need for access
  - Restricting physical access to the data centers by card-key control systems
  - Implementing a network based intrusion prevention system
  - Implementing firewalls to segment networks
  - Implementing security vulnerability assessment processes and tools
  - Implementing change management procedures
  - Implementing patch management processes and tools
  - Periodically backing-up data that is maintained on Contractor network servers, including processes to encrypt back-up media and to store back-up media off-site
  - Server OS hardening as appropriate
- Limiting access to Contractor computers and networks through the use of one or more of: User credentials, access control lists, VPN rules and Firewall rules.
- Implementing a disaster recovery/business continuity program. Such program includes:
  - Developing disaster recovery/business continuity plans and procedures
  - Developing back-up recovery processes that are designed to facilitate the continuity of business functions
- Reviewing, testing and updating aspects of disaster recovery/business continuity plans
- From time to time, performing internal assessments of aspects of Contractor information security policies and procedures.

2. Connecting to State’s Network and Information Systems.
State's network (e.g., authentication processes, access controls, firewall controls, web site blocking controls, etc.):

- Install, execute, or modify software, equipment or peripherals on (or remove software, equipment or peripherals from) the State network;
- Install or disseminate malicious code (including computer viruses, worms, and Trojan horses) on the State network;
- Scan computing networks or execute computer programs designed to identify security vulnerabilities on the State network; or
- Share any access codes or passwords provided by, or generated on behalf of, State for Contractor to use in accessing the State network.

- In the event that Contractor personnel electronically connect to the State network from Contractor laptop computers, such computers will:
  - have commercial anti-virus software installed on such computers, which software is configured to automatically and periodically download anti-virus signature updates released from the anti-virus software vendor while such computers are connected to Contractor's network or alternatively, in the event that Contractor personnel do not connect their computers to Contractor's network over a certain period of time, while such computers are connected to the Internet;
  - have security software patches installed on such computers, which patches, by the determination of Contractor's Information Security Office, are reasonably necessary to safeguard such computers from access by unauthorized third parties or from outside threats to the integrity of information residing on such computers;
  - have firewall software installed and operating on such computers while such computers are connected to the Internet;
  - have installed access controls designed to restrict access to such computers to authorized individuals;
  - have 128-bit or better file level encryption enabled, which is configured to automatically verify encryption status; and
  - have automatic daily back-up of standard directories and files
perform the Services and on which its fee is based:

- The scope of the Project as documented in the SOW shall remain unchanged, except as otherwise agreed by the Contractor and State in writing.
- State shall commit the necessary skilled resources and management time to support Contractor's Services, to perform the review and acceptance of Deliverables in a timely manner, and to accomplish the objectives of the Project.
- State will make staff (including subject matter experts), resources (including documentation and facilities) and personnel available within the timeframes set forth in the Work Plan. State and Contractor Personnel will complete their assigned tasks by the dates set forth in the Work Plan.
- Decisions to be made by State will be made promptly and communicated through the State CAFE Project Director or his/her designee. The State CAFE Project Director shall have all necessary authority to commit State with respect to the subject matter of this Project.
- The State Project management team will meet periodically (at least weekly) with the Contractor Project Manager, reviewing status reports and driving issue resolution.
- State will promptly resolve any undecided issues that arise during the course of the Project to avoid delays in the approved Project schedule.
- Contractor will not be responsible for delays or costs associated with such due to unavailability of necessary State resources, but will communicate any such perceived, anticipated, or actual delays to the State CAFE Project Director.
- State and Contractor responsibilities will be performed in accordance with the Work Plan.
- State shall provide Contractor with access to State personnel and facilities, located at the Iberville Building at 627 N. Fourth Street, Baton Rouge, LA, in order for Contractor to fulfill its obligations under the contract.
- Contractor will have off-hours access to State, climate controlled, facilities as necessary.
- State shall obtain all consents necessary from third parties required for Contractor to perform its obligations hereunder. Contractor will have no responsibility for the performance of other contractors or vendors engaged by State, or delays caused by them, in connection with the Project.
- State will purchase all required hardware and software directly except workstations for staff located in Contractor’s Camp Hill, PA Development Center, which will be provided by Contractor.
- Sufficient hardware and software, including development environment, will be available at contract start date to allow the Contractor to start and throughout the Project to allow Contractor to proceed with the Services pursuant to the Project Plan. The State will promptly obtain, through a memorandum of understanding or other agreement, a license to the Transfer Solution (including Wisconsin Access, Wisconsin Case Worker Web, and Wisconsin Integrated Security Application).
- Changes to the State’s infrastructure and environments, including but not limited to changes related to third party hosting and any subsequent upgrades or other software and equipment changes that impact Contractor’s actual or anticipated effort to perform the Services shall be addressed by the parties through the Change Order process.
- For the Deliverables submitted by Contractor, State will conduct timely reviews of the deliverables in accordance with the Work Plan. Deliverable reviews shall be coordinated by the State Project Manager or his or her designee. The State Project Manager will provide a consolidated list of all Deficiencies.
- State will be responsible for acquiring and managing certificates required for secure SSL/TLS
• The State will make a reasonable effort to complete all manual data cleansing activities, (those that are not within Contractors scope for automated data purification) by the appropriate State end users, in the source systems, in advance of conversion and must be exercised routinely until the final conversion is completed.

• Pilot for Project Software Release Phase 1 will occur 6 months from Contract Effective Date.
Approved & Submitted By

[Signature]

[Name]

[Position]

[Date]
Fiscal Year for this BA-22: 2010-11
BA-22 Start/End Dates: 04/18/11 06/30/11

Multi-year Contract (Yes/No): YES
If "Yes", provide contract dates:
04/18/11 04/17/14

Contract Amendment (Yes/No): NO
Amendment Start/End Dates:

Contract Cancellation (Yes/No): NO
Date of Cancellation:

This information is to be provided at the Agency Level

<table>
<thead>
<tr>
<th>MEANS OF FINANCING</th>
<th>Current Year</th>
<th>%</th>
<th>Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>State General Fund</td>
<td>$134,982</td>
<td>45.0%</td>
<td>$13,274,592</td>
</tr>
<tr>
<td>Interagency Transfers</td>
<td>$0</td>
<td>0.0%</td>
<td>$0</td>
</tr>
<tr>
<td>Fees and Self Gen</td>
<td>$0</td>
<td>0.0%</td>
<td>$0</td>
</tr>
<tr>
<td>Statutory Dedication</td>
<td>$0</td>
<td>0.0%</td>
<td>$0</td>
</tr>
<tr>
<td>Federal</td>
<td>$164,979</td>
<td>55.0%</td>
<td>$16,224,509</td>
</tr>
<tr>
<td>TOTALS</td>
<td>$299,961.00</td>
<td>100.0%</td>
<td>$29,499,100.00</td>
</tr>
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</table>

This Information is to be provided at the Agency Level

<table>
<thead>
<tr>
<th>Name of Object Code/Category:</th>
<th>Modernization Contracts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Object Code/Category Number:</td>
<td>Other Charges</td>
</tr>
<tr>
<td>Amount Budgeted:</td>
<td>$30,336,383</td>
</tr>
<tr>
<td>Amount Previously Obligated:</td>
<td>$15,706,626</td>
</tr>
<tr>
<td>Amount this BA-22:</td>
<td>$299,961.00</td>
</tr>
<tr>
<td>Balance</td>
<td>$14,335,796</td>
</tr>
</tbody>
</table>

The approval of the aforementioned contract will not cause this agency to be placed in an Object Category deficit.

Agency Contact

[Signature]
Name: [Name]
Title: Budget Analyst I
Phone: 226-342-3439

Flavored Approved By

[Signature]
Name: [Name]
Title: [Title]
Phone: [Phone]

FOR AGENCY USE ONLY

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>PROGRAM</th>
<th>ACTIVITY</th>
<th>ORGANIZATION</th>
<th>OBJECT</th>
<th>REPT CAT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>366</td>
<td>1000</td>
<td>3069</td>
<td>3741</td>
<td>1181</td>
<td>$299,961.00</td>
<td></td>
</tr>
</tbody>
</table>
Fiscal Year for this BA-22: 2011-12

BA-22 Start/End Dates: 07/01/11 - 06/30/12

Multi-year Contract (Yes/No): Yes
Start Date: 04/18/11
End Date: 04/17/14

Contract Amendment (Yes/No): No
Amendment Start/End Dates:

Contract Cancellation (Yes/No): No
Date of Cancellation:

This Information is to be provided at the Agency Level

<table>
<thead>
<tr>
<th>MEANS OF FINANCING</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Year</td>
<td>Total Contract</td>
</tr>
<tr>
<td>%</td>
<td></td>
</tr>
<tr>
<td>State General Fund</td>
<td>$4,080,688</td>
</tr>
<tr>
<td>Interagency Transfers</td>
<td>$0</td>
</tr>
<tr>
<td>Fee Self Gen</td>
<td>$0</td>
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<tr>
<td>Statutory Dedication</td>
<td>$0</td>
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<tr>
<td>Federal</td>
<td>$5,965,286</td>
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<tr>
<td>TOTALS</td>
<td>$10,045,974.00</td>
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</tbody>
</table>

Other charges: $30,336,383
Amount previously obligated: $16,000,587
Amount this BA-22: $10,845,973.00
Balance: $3,489,829

The approval of the aforementioned contract will not cause this agency to be placed in an Object Category deficit.

Reviewed Approved By: [Signature]

Name: Roger Arce
Title: Budget Administrator 1
Phone: 225-342-4393

FOR AGENCY USE ONLY

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>PROGRAM</th>
<th>ACTIVITY</th>
<th>ORGANZ</th>
<th>OBJECT</th>
<th>REPT CAT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>501</td>
<td>1000</td>
<td>3069</td>
<td>3741</td>
<td>1181</td>
<td>10,845,973.00</td>
<td></td>
</tr>
</tbody>
</table>
Fiscal Year for this BA-22: 2012-13

BA-22 Start/End Dates: 07/01/12 - 06/30/13

Multi-year Contract (Yes/No): Yes

Contract Start Date: 04/18/11
Contract End Date: 04/17/14

Contract Amendment (Yes/No): No

Approved By: Roger A. Kriev

For Agency Use Only

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>PROGRAM</th>
<th>ACTIVITY</th>
<th>ORGANIZ</th>
<th>OBJECT</th>
<th>REPT CAT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>45</td>
<td>1000</td>
<td></td>
<td>3069</td>
<td>3741</td>
<td>1181</td>
<td>$14,244,575.00</td>
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</table>
Fiscal Year for this BA-22: 2013-14
BA-22 Start/End Dates: 07/01/13 04/17/14

Multi-year Contract (Yes/No): YES If "Yes", provide contract dates:
04/18/11 04/17/14

Contract Amendment (Yes/No): NO Amendment Start/End Dates:
Contract Cancellation (Yes/No): NO Date of Cancellation:

This Information is to be provided at the Agency Level

<table>
<thead>
<tr>
<th>MEANS OF FINANCING</th>
<th>AMOUNT</th>
<th>Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Year</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>State General Fund</td>
<td>$1,848,879</td>
<td>45.0%</td>
</tr>
<tr>
<td>Interagency Transfer</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Fees and Sall Gen</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Statutory Dedication</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Federal</td>
<td>$2,239,729</td>
<td>55.0%</td>
</tr>
<tr>
<td>TOTALS</td>
<td>$4,088,606</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

Specify Source (e.g., grant name, fund name, MT funding agency and revenue agency, fee type and source, etc.)
Are revenue collections for funds utilized above in line with budgeted amounts? (Yes/No)
If not, explain.

This Information is to be provided at the Agency Level

<table>
<thead>
<tr>
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<tr>
<td>Object Code/Category Number:</td>
<td>Other Charges 3741</td>
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<tr>
<td>Amount Budgeted:</td>
<td>$30,136,383</td>
</tr>
<tr>
<td>Amount Previously Obligated:</td>
<td>$15,704,626</td>
</tr>
<tr>
<td>Amount this BA-22:</td>
<td>$4,088,599</td>
</tr>
<tr>
<td>Balance:</td>
<td>$10,527,168</td>
</tr>
</tbody>
</table>

The approval of the aforementioned contract will not cause this agency to be placed in an Object Category deficit.

Reviewed/Approved By

Name: Roger Avery
Title: Budget Administrator
Phone: 225-342-4393

FOR AGENCY USE ONLY

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>PROGRAM</th>
<th>ACTIVITY</th>
<th>ORGANIZ</th>
<th>OBJECT</th>
<th>REPT CAT</th>
<th>AMOUNT</th>
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Name: [Signature]
Title: [Title]