PROFESSIONAL SERVICES AGREEMENT

FOR

INDEPENDENT VERIFICATION & VALIDATION (IV&V) FOR THE INTEGRATED TAX PROCESSING SYSTEM IMPLEMENTATION

BETWEEN

COOK COUNTY GOVERNMENT

DEPARTMENT OF REVENUE

AND

CSG GOVERNMENT SOLUTIONS, INC.

CONTRACT NO. 1518-14795

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

SEP 0 9 2015

Reference Agreement: Contract 102-1281-13
State of Oregon & CSG, October 17, 2013

PROFESSIONAL SERVICES AGREEMENT

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Attachment 1 State of Oregon Contract No. 102-1281-13

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and CSG Government Solutions, Inc., doing business as a Corporation of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on September 9, 2015, as evidenced by Board Authorization letter attached hereto as EXHIBIT "5".

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the "Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, the State of Oregon entered into a contract on October 17, 2013 for the provision of goods and services by the Consultant for the State relative to Quality Management Services ("the State of Oregon Contract"); which is attached heretofore as Attachment 1 for reference purpose only, but such attachment is not made part of or incorporated into Agreement, and in no way does such document govern the parties performance under this Agreement; and

Whereas, the County wishes to leverage the procurement efforts of the State of Oregon; and

Whereas, the Cook County Department of Revenue desires certain specific and similar goods and services of the Consultant; and

Whereas, the Consultant agrees to provide to the Cook County Department of Revenue, incorporated as Exhibit 1, Scope of Services, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the State of Oregon Contract No. 102-1281-13 as set forth in Attachment 1 State of Oregon Contract; and

Whereas, Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"**Agreement**" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Chief Procurement Officer**" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Subcontractor**" or **"Subconsultant"** means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Scope of Services & Schedule of Compensation
Exhibit 2	Sample Documents
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Identification of Subcontractors
Exhibit 7	Economic Disclosure Statement

Attachment 1 State of Oregon Contract No.102-1281-13

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) **Adequate Staffing**

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Owned Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267

through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than $500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subconsultants performing Services for Consultant must maintain limits of not less than $1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than $1,000,000 per

occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than $2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 1 year.

Subconsultants performing Services for Consultant must maintain limits of not less than $1,000,000 with the same terms in this Section 3.i(4).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 4) or equivalent prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(2) The insurance must provide for 30 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.

(4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

(5) Consultant must require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(6) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of the willful, intentional, negligent or otherwise wrongful performance or nonperformance of the Contract by the Consultant, or the willful, intentional, negligent or otherwise wrongful acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of $10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/ Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

l) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on **10/1/2015** ("**Effective Date**") and continue until **09/30/2018** or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for up to two (2) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 1 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 1, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 1 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;

v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

i) In addition to the foregoing warranties and representations, Consultant warrants:

(1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.

ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:

(a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

(b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(d) Discontinuance of the Services for reasons within Consultant's reasonable control; and

(e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.

v) Failure to comply with Article 7 in the performance of the Agreement.

vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;

ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

iv) The right to money damages;

v) The right to withhold all or any part of Consultant's compensation under this Agreement;

vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;

ii) if the County exercises any of its remedies under Section 9.b of this Agreement; or

iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) **General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) **No Collateral Agreements**

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

(a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;

(b) the nature of the Services to be performed;

(c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;

(d) the general conditions which may in any way affect this Agreement or its performance;

(e) the compensation provisions of this Agreement; or

(f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Contract Amendments

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond $150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond $150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Consultant

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Department of Revenue
118 N. Clark Street, Room 1160
Chicago, Illinois 60602
Attention: Department Director

and

Office of the Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: CSG Government Solutions, Inc.
180 N. Stetson Avenue, Suite 3200
Chicago, IL 60601
Attention: Mr. John Walsworth

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Scope of Services & Schedule of Compensation

Exhibit 1

Scope of Services/Schedule of Compensation

INDEPENDENT VERIFICATION & VALIDATION (IV&V) FOR THE INTEGRATED TAX PROCESSING SYSTEM IMPLEMENTATION

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1. INTRODUCTION

1.1 Overview

This Statement of Work ("SOW") defines the Quality Management Services that shall be performed for the Cook County Department of Revenue (DOR) Integrated Tax Processing System (ITPS) implementation. The contract shall be a three (3) year contract with two (1) one year extension options.

1.2 Purpose

CSG Government Solutions, Inc. (CSG), shall perform Quality Management Services for the Cook County Department of Revenue (DOR) in relation to Cook County's Integrated Tax Modernization Project ("project" or "ITPS Project"). The purpose of CSG's work is to assure that appropriate levels of quality management activities are performed throughout the project life cycle and/or for a specific portion of the project life cycle. These activities shall provide Cook County with appropriate visibility into the (type of) processes being used and the products being delivered in the project, especially by its implementation vendor. The scope of services will include any work products and processes produced by Cook County staff, or blended teams comprised of Cook County staff, or its agents, and individual vendors ("ITPS Project Team"). These quality management activities must be sufficient to assure that the project satisfies the needs for which it was undertaken and that project risks are well understood and appropriately mitigated or managed.

1.3 Integrated Tax Modernization Background

Cook County is looking to technology to support operational innovation to meet the challenges of tax administration in the 21st century. The primary goal of this initiative is to build a technology infrastructure that will:

- ✓ Mitigate the risks associated with maintaining the current aging tax systems
- ✓ Improve customer service
- ✓ Increase overall efficiency
- ✓ Raise additional revenues for county general funds through applying modern technology
- ✓ Increase tax administration flexibility
- ✓ Increase employee productivity

The current technology environment that supports DOR's business operations is based on technology that no longer supports Cook County's needs. As a major element of achieving Cook County's vision, an overhaul of the existing technology infrastructure is needed[1].

[1] In this context *infrastructure* refers to all aspects of Cook County's technology environment including desktops, laptops, mobile devices, websites, applications, image and data capture devices, printers, digital and voice communications, processing platforms, and security.

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1.4 The Current Scope for this QA Statement of Work

Cook County is undertaking a large scale integrated tax modernization effort. The ITPS Project is scheduled to be executed over the next 30 months. The scope of this Statement of Work for the Quality Management Services for all phases of the ITPS Project involves:

1. Project review (Quality Assurance activities)
2. Ongoing Risk Assessment

It is the intention of Cook County, at its sole discretion, to amend this Statement of Work for future scope and deliverables, as necessary.

1.5 Quality Management Approach

The approach to ensure the appropriate quality management and risk management activities are conducted shall be based on the Project Management Institute's (PMI) Standards as described in the Project Management Body of Knowledge (PMBOK®), 5th Edition, or later edition, and IEEE Standard for Systems and Software Engineering, 12207-2008 and 1012-2012. This includes activities of quality management that determine the quality policy, objectives, and responsibilities, and implements them by means such as quality planning and quality assurance.

Quality management is defined as "a subset of project management that includes the process required to assure the project shall satisfy the needs for which it was undertaken." Quality management consists of activities in quality planning, quality assurance, and quality control. Quality assurance activities shall incorporate independent verification and validation (IV&V) activities for risk assessment. These activities are independent in that they are conducted independently of the implementation vendor. CSG shall apply a risk management approach, in accordance with the standards identified in the last paragraph, in all aspects of quality management and IV&V.

For the purpose of this document, the term "quality assurance standards" shall refer to both project "process" and "product". "Process" quality assurance standards shall cover areas such as organizational influences, management support, decision drivers, project management, schedule, resourcing, experience, and others. "Product" quality assurance standards shall cover product content such as system design, development, deployment, environment, technology, security, maintainability, and others. It is anticipated that additional project-specific deliverables will be added to this Statement of Work via an amendment as the need arises.

The ITPS QA Project's quality management approach shall adhere to and include, but not be limited to, services in support of the quality management and related processes in the following sections.

1.5.1 Quality Planning

Quality planning includes identifying and verifying quality standards that are relevant to the project and determining how to satisfy them. Quality planning shall include the preparation of a QA Project Management Plan. The QA Project Management Plan is developed based on a review of any relevant Cook County policy and standards, industry and CSG standards, and other project specific materials to identify quality standards and checklists relevant to the project, and if not incorporated will result in low

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quality results creating significant risk to the project's success. In addition to identifying the relevant quality standards and checklists, quality planning involves determining how to satisfy each quality standard within the constraints of the project schedule, available resources, and internal policies and procedures. The QA Project Management Plan addresses how these quality standards will be implemented, inspected, controlled, and reported.

1.5.2 Quality Assurance (QA)

QA involves periodic review and evaluation of the management processes and overall project performance and progress. QA also includes evaluating, identifying, and recommending adjustments to the activities, tasks, and associated resources that must be performed in the project to provide confidence the project will satisfy the relevant quality standards. Examples of QA techniques include:

1. *Initial Assessment* – A review of key project documentation (i.e., business case, project charter, project schedule and budget – original and current baseline, requirements, designs, and project reports, etc.), interviews with key business and technical staff, and observing standard and key project meetings.

2. *Periodic Assessments* – An update to the Initial Assessment, and a review of new items not previously assessed, which quantifies the progress made against the recommendations from the previous review in addressing risks and accomplishing tasks required for quality processes and products.

1.5.3 Risk Management

In all aspects of quality management (i.e., quality planning and QA), risk management methodology shall be applied to characterize risks at the level of work product, process, and the overall project. Risk management includes identification of risks, thorough assessment of the probability and impact of risks, and planning of viable responses that include, but are not limited to, mitigation, contingency, and avoidance strategies.

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1.6 Overview of CSG Tasks and Deliverable Process

CSG shall perform three primary tasks:

1. Task 1 - Quality Management Planning
2. Task 2 - Quality Assurance
3. Task 3 - Risk Assessment

Together, these tasks will help Cook County assure that DOR and the implementation vendor apply the best practices in project management, including quality management, and deliver technical work products that meet or exceed DOR requirements in respect to schedule, cost, functionality, reliability, security, and other relevant quality standards.

1.6.1 Deliverable Requirements

CSG shall meet deadlines and provide required deliverables within the QA Contract requirements. Each task has one or more deliverables.

1.6.2 Deliverable Process

The implementation vendor and ITPS Project Team will implement the ITPS Project in two releases over 30 months: 2 months for start-up, 13 months for Release 1, and 15 months for Release 2. The Cook County QA Contact will oversee all aspects of the CSG QA Work.

1.6.3 Acceptance Process

CSG will have full responsibility for the deliverables and tasks listed in this Statement of Work and shall treat the deliverables and associated tasks as formal work requirements. CSG shall describe how deliverable due dates are met in CSG's QA Project Management Plan, and reflect these due dates in the Baselined Project Plan (developed using MS Project 2010®).

All CSG deliverables and work products shall be submitted to the Cook County QA Contact for acceptance and approval. A Deliverable Expectations Document (DED), that provides an outline and brief explanation of the expected content, will be submitted to the Cook County QA Contact for approval prior to developing the deliverable. All deliverables shall be delivered in a format agreed to by the Cook County QA Contact.

Due dates in this Statement of Work refer to the first submittal of deliverables to the Cook County QA Contact. The Cook County QA Contact shall review the deliverable and provide written comments or provide clarifications of fact or provisional approval with or without comments to CSG within 10 business days.

CSG shall address the Cook County QA Contact's evaluation comments, and submit the final deliverable within five business days from CSG's receipt of the Cook County QA Contact's comments. The Cook County QA Contact has five business days to accept the revised deliverable.

If a response is not given within five (5) business days the matter will be taken to the Project Team. If a decision cannot be reached by the Project Team, then it will be escalated to the Steering Committee.

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A decision must be made by the Steering Committee within five business days from the date the request was submitted for discussion. If a decision has not been made within five business days, the CSG Project Manager will send a second and final notice to the Cook County Project Manager. If a decision has not been made within five business days of the final notice, the issue may be submitted to the County's Office of the Chief Procurement Officer.

1.7 Project Assumptions

- CSG will provide staff for the first two months of the QA Project start, and then on-site quarterly throughout the 30 month ITPS implementation and one month of project close-out to complete Tasks 2.1 Quality Management Planning, 2.2 Quality Assurance, and 2.3 Risk Assessment.
- CSG remains available for advisory services through the Contract term.
- CSG will have access to all ITPS Project documentation and be allowed to attend project meetings.
- The ITPS Project staff will cooperate with CSG activities.
- The ITPS implementation vendor will cooperate with the CSG activities.

1.8 Project Constraints

- For months in which CSG is not performing the Initial Risk Assessment or Periodic Assessment, the CSG project Manager will be available for advisory services up to 16 hours per month.

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2. STATEMENT OF WORK TASKS AND DELIVERABLES

2.1 Task 1: Quality Management Planning

CSG will work with QA Contact to produce a QA Project Management Plan and all requisite quality standards, checklists, report templates, processes, QA Project work tasks, and resourcing. The QA Project Management Plan will describe the approach to ensuring the ITPS Project plans, standards, processes, and work tasks fit the project's needs and verify the approach is usable for performing QA reviews, inspections, and uncovering quality risks throughout the life cycle of the project. Based on the QA Project Management Plan, CSG shall finalize and submit the Baseline Project Plan (see Deliverable 1.4).

CSG's QA and IV&V work must adhere to generally accepted industry practices for project management and system life cycle management. ITPS Project deliverables, unless otherwise noted, shall conform to the Project Management Institute's (PMI) Standard as described in the PMBOK®, 5th Edition and IEEE Standard for Systems and Software Engineering, 12207-2008 and 1012-2012.

The emphasis of this task is to confirm that quality is planned into the project versus a reactive quality approach that measures quality through audits completed after the work is done.

2.1.1 Deliverable 1.1: Quality Assurance Standards

CSG will update and review with the QA Contact the "Quality Assurance Standards" for the project products and processes. The Quality Assurance Standards will describe what the standards are and how they will be used in the QA and Risk Assessment processes. CSG will use the *TeamCSG℠ Risk Assessment Model®*, based on the industry standards and best practices such as IEEE standards for systems and software engineering and the Project Management Institute's PMBOK®, 5th Edition, for project management, with suitable customization or tailoring to the project's quality management and risk assessment needs by performing the following services:

1. Identify from the *TeamCSG℠ Risk Assessment Model®* and other relevant industry standards and best practices the relevant quality assurance standards that are appropriate for the entire project.
2. Throughout the QA Project, recommend additional quality standards based on the current phase of the project, or expert opinion, where the absence of a quality assurance standard would present high risk to the project (e.g., information security).
3. Recommend the elimination of unnecessary quality standards based on the project's business and technical complexity assessment or current phase of the project.
4. Conduct facilitated walkthrough with project leadership to review and approve the quality assurance standards to be utilized on the project.

2.1.2 Deliverable 1.2: Quality Checklists

At a minimum, for each release, CSG shall develop a checklist that combines relevant quality assurance standards with the expected monitoring activities described in 1) the QA section of the Quality

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Management Approach (see section 1.4.2). For ongoing quality management activities, the *TeamCSG℠ Risk Assessment Model,* as customized and established for Quality Assurance Standards, is used to develop QA Checklists. These QA checklists will be used for the Initial Risk Assessment (see sections 2.2.1 and 2.3.1) and throughout the project life cycle (see sections 2.2.2, 2.3.2, and 2.3.3) to guide the CSG Team with identifying and immediately informing DOR of potential problems and project risk.

The review process, acceptable risk level, and identified risk levels referred to above are developed based on CSG's subject matter knowledge, domain experience, and expert opinions and are reviewed and accepted by the Cook County QA Contact prior to their use by the CSG Team. The acceptance criteria shall be consistent with the specific choice of system life cycle model chosen by the implementation vendor or the ITPS Project Team, especially in respect to detailed requirements definition, general and detailed system design, test design, test planning and execution, and system implementation.

2.1.3 Deliverable 1.3: QA Project Management Plan

CSG shall develop and submit a QA Project Management Plan within 10 business days from contract start that defines how the QA Project will be managed and how the QA and Risk Assessment Tasks will be conducted in the QA Project. When developing the QA Project Management Plan, CSG shall adhere to the PMBOK®, 5th edition, industry standard for project management. At a minimum, the QA Project Management Plan shall include the following:

1. Definition of CSG, the implementation vendor, DOR, and Cook County staff roles and responsibilities; and resources and assistance needed from the implementation vendor and DOR staff to implement the QA Project Management Plan, including but not limited to hands-on participation, facilities, and infrastructure

2. Identification of all the work tasks to be performed by CSG, the implementation vendor, DOR, and Cook County staff to provide confidence the project will satisfy the specified and relevant process and product quality standards. At a minimum the QA Project Management Plan shall include:

    a. Scope statement with key tasks, milestones, and deliverables identified

    b. Detailed plan for QA review, including scope, criteria, and methodology

    c. Risk assessment methodology

    d. Quality Management Tools:

        i. Quality assurance standards

        ii. Quality checklists

        iii. Templates for all reporting types required during the life cycle of the project; e.g., Initial Assessment Report, Periodic Assessment Report, etc.

        iv. Additional quality tools and methods as needed

    e. Staffing plan with key persons identified

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2.1.4 Deliverable 1.4: Baseline Project Plan

CSG shall deliver a Baseline Project Plan using MS Project 2010®. The plan shall address CSG work tasks and each CSG deliverable and establish the baseline against which subsequent CSG deliverables are to be measured. Upon acceptance by the Cook County QA Contact, CSG shall conduct a walk-through presentation with ITPS Project Team.

To establish the QA Project's Baseline Project Plan, CSG must be well versed in all aspects of the project. CSG shall review the following documents as input to its work:

- Project definitional document, such as an approved business case
- All available DOR planning artifacts, e.g., Project Management Plan and supporting plans
- Any applicable Cook County quality, technology, and security standards
- Documented requirements, including functional, non-functional, and security requirements
- The implementation vendor Statement of Work, especially the project plan, software implementation methodology, data conversion and interface plan, and training plan where available.

Deliverable 1.4 shall include:

1. A detailed work breakdown structure, with key milestones, critical path elements, and deliverables identified
2. Schedule with durations and estimated start and end dates
3. Evidence of a clear link to the implementation vendor's project plan and deliverables

The accepted Baseline Project Plan shall be updated periodically as needed and with the QA Contact's approval.

2.1.5 Deliverable 1.5: Internal/External Presentations and Special Requests

1. **Internal/External Presentations**

   At the Cook County QA Contact's request, CSG shall be required to appear before various committees or individuals to discuss the overall strategic direction and progress of the ITPS Project. CSG shall accompany DOR staff at these appearances to make presentations, help answer questions, and provide its assessment of current risks and health of the project.

   CSG shall, at the Cook County QA Contact's request, help prepare, attend, and participate in management or other ITPS Project meetings, and for advisory services as requested by the Cook County QA Contact, through the Contract term (see Section 1.7, Project Constraints). CSG shall participate on-site unless otherwise directed by the Cook County QA Contact.

   In scope would include presenting the results of the Initial Risk Assessment to the Executive Steering Committee or other project governance group, answering questions and discussing information related to the review activities and observations and recommendations made,

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having our project manager sit in on status meetings and review status reports and other key project documents, and being available to discuss project activities and potential risks that might be on the horizon that the project team is trying to anticipate. Up to 20 hours per month between review periods is in scope for these types of activities.

2. **Special Requests**

During the contract period, the Cook County QA Contact may submit written requests for internal or external presentation requests, and special work. Special work includes independent analysis, recommendations on unforeseen problems, opportunities for improvement, research and recommendations on alternative courses of action, and additional QA reviews or risk management activities. Additionally, consulting assistance may be requested for CSG to develop and review documents. All requests will be within the original scope of work.

Within five business days of CSG's receipt of a work request, or within such time frame within the contract period as the Cook County QA Contact and CSG shall mutually agree, CSG shall provide the QA Contact with a written fixed cost proposal detailing a proposed schedule.

Upon receiving the Cook County QA Contact's written approval and notice to proceed, CSG shall develop and submit to the QA Contact written presentations or materials that meet the requirements of the request. Upon the QA Contact's approval of such written presentations or materials, and if they are part of the approved Special Request, CSG shall perform the presentation or tasks remaining as described in the approved proposal.

In scope are activities that might be performed that include a deeper analysis of the project the Initial or Periodic Assessments would not provide but that the Cook County project team believes would provide valuable insight and information to help move the project forward successfully. These analyses would be in areas that are included at a high level as part of the scope of work for assessment activities, but not to an in-depth level of detail and analysis that the project team might want.

Some examples of Special Requests that CSG has performed previously for clients include:

✓ **Project Governance Analysis**: A review and analysis of documentation, artifacts, processes, policies, procedures, and standards related to project governance, including a comparison of the project governance to other project governance models. This Special Request was helpful for a client with a project that had multiple stakeholders with competing interests and decision-making authorities and project investment. In this Project Governance Analysis, CSG provided an in-depth analysis of the following:

- Project success and deliverable criteria
- Process to identify, escalate, and resolve risks and issues that arose during the project
- Project organization including project roles, relationships, and responsibilities
- Processes and procedures for communicating information
- Project decision-making process

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- Project life cycle approach
- Process for stage gate or phase reviews
- Process for review and approval of changes to budget, scope, quality, schedule
- Process to align internal stakeholders with project process requirements

✓ **Security Assessment:** A review and analysis of the current state of security and identification of risks prior to utilizing un-obfuscated data in user testing. The NIST 800-53r4 security standards were used to identify where NIST controls were in place using High, Moderate, and Low designations. CSG based this review on the NIST Moderate controls designation. This *Security Assessment* was helpful for the client by setting a baseline for security and documented the difference between what was currently in place and what was needed prior to go live. CSG performed the following:

- Analysis of system design documents and vendor plan documents, and evidence that they were in effect and being followed
- Analysis of policy documents and evidence that procedures were in place for enforcement
- Review of the independent security assessment for the hosting facility
- Demonstration of the system itself, supporting components, and inspection of configuration parameters
- Interviews with state, system vendor, and hosting facility security representatives
- On-site tour of the hosting facility

✓ **Requirements Review Assessment:** This review focused on the quality in the requirements confirmation sessions overall processes and deliverable content used to review the vendor product against the business user needs to identify areas that needed immediate attention to support the design, development, and implementation of the system. CSG assesses the following:

- Documents prepared and distributed to session participants that defined the methodology, gap session process and schedule, Requirements Traceability Matrix, acceptance criteria of the documentation and user reviews
- Session structure, facilitator methods, session productivity, participant engagement, and consensus development.
- Session execution, whether action items and product extensions were accurately defined, and post-session deliverable

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2.1.6 Task 1: Deliverables Summary

Table 1: Task 1 Deliverables

Deliverable Number	Deliverable Description	Due Date
1.1	Quality Assurance Standards	Contract Start + 40 business days
1.2	Quality Control Checklists	Contract Start + 40 business days
1.3	QA Project Management Plan	Contract Start + 10 business days
1.4	Baseline Project Plan	Contract Start + 10 business days for the first version; quarterly update thereafter
1.5	Internal/External Presentations and Special Requests	TBD

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2.2 Task 2: Quality Assurance (QA)

CSG shall provide overall project quality review; periodically examine QC review results, checklists, change requests and tracking; and summarize the results for executive review and oversight throughout the life of the project. CSG will create and deliver to the Cook County QA Contact, the ITPS Project's Executive Steering Committee, and other relevant governance bodies an Initial Risk Assessment and quarterly Periodic Assessment and QA Report summarizing the overall project status, performance, risks and recommendations for process improvement as described in the following sections.

2.2.1 Deliverable 2.1: Initial Risk Assessment

CSG shall conduct an Initial Risk Assessment of the project to identify the current status of the project, identify risks and their likelihood of occurring, and provide an independent evaluation of the planned schedule, resources (budget and staffing), and processes.

CSG shall evaluate the ITPS implementation vendor's project management structures and processes for reasonableness, validity, thoroughness and accuracy, and also takes into account work product and project level considerations with emphasis on the following:

- Project Management Plan, including the Project Plan, and processes
- Quality Management Plan and processes
- Change Management Plan and processes
- Risk and Issue Management Plans and processes
- Communication Management Plan and processes
- Staffing Plan and processes
- Other critical project plans and processes such as: Enterprise Architecture Plan, Transition Plan, Security Plan, Configuration Management Plan, Data Management Plan, Test Management Strategy, Post-Implementation Support Strategy (for on-going operations and maintenance), Training Management Plan
- Feasibility of the technical solution
- Sufficiency of security controls to safeguard protected or confidential information and to meet security requirements
- The ITPS Project functional, non-functional, and security requirements
- Sufficiency of project components, processes, and testing
- Sufficiency of project budget, schedule, and resources

To accomplish this task, CSG shall be well versed in all aspects of the ITPS Project. To gain basic project knowledge, CSG shall review background and definitional project documents such as: the ITPS Business Case, ITPS Project Charter, initial project schedule and work breakdown structure, approved (original or

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current) baseline project budget and schedule, DOR Project Management Plan and related supporting plans, and the implementation vendor's contract and Statement of Work.

The Initial Risk Assessment must include:

1. Risk Identification – A description of the specific risk, including any known triggers
2. Risk Evaluation – The level of impact and probability of occurrence of each identified risk
3. Risk Response Plan - Specific actionable recommendations for responding to a risk to either avoid triggering a risk or effectively respond to a risk should it occur

2.2.2 Deliverable 2.2: Periodic Assessment Report

To minimize the impact of the Periodic Assessment on the overall project schedule and ITPS Project Team and implementation vendor personnel, CSG shall coordinate the details of the review with the Cook County QA Contact five business days prior to conducting the review.

The Periodic Assessment will be conducted in the same manner as the Initial Risk Assessment and include interviews of selected ITPS Project Team members, stakeholders, business partners, and customers. The Periodic Assessment of the ITPS Project will assess the current status of the project, identify new risks and their likelihood of occurring, and provide an independent evaluation of the updated schedule, resources (budget and staffing), and processes. The Periodic Assessment must involve the ITPS Project and all current project components, which have been executed or are in place. Following the interviews and other review activities, CSG shall prepare a Periodic Assessment Report for ITPS project management, outlining the results of the Periodic Assessment, and making recommendations for further program action or correction.

CSG shall evaluate any updates to the ITPS Project Management Plan, and also takes into account work product and project level considerations with emphasis on the following:

- Project Management Plan, including the Project Plan, and processes
- Quality Management Plan and processes
- Change Management Plan and processes
- Risk and Issue Management Plans and processes
- Communication Management Plan and processes
- Staffing Plan and processes
- Other critical project plans and processes such as: Enterprise Architecture Plan, Transition Plan, Security Plan, Configuration Management Plan, Data Management Plan, Test Management Strategy, Post-Implementation Support Strategy (for on-going operations and maintenance), Training Management Plan
- Feasibility of the technical solution
- Sufficiency of security controls to safeguard protected or confidential information and to meet security requirements

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- The ITPS Project functional, non-functional, and security requirements
- Sufficiency of project components, processes, and testing
- Sufficiency of project budget, schedule, and resources

All risks and observations identified in the Periodic Assessment will be evaluated in the same manner as during the Initial Risk Assessment, and will include:

1. Risk Identification – A description of the specific risk, including any known triggers
2. Risk Evaluation – The level of impact and probability of occurrence of each identified risk
3. Risk Response Plan - Specific actionable recommendations for responding to a risk to either avoid triggering a risk or effectively respond to a risk should it occur
4. A Project Health Dashboard that provides an overall assessment of project health/status and on key project indicators (green, yellow, red)
5. Summary of the current status of the project and primary achievements/progress in the last period
6. Identification and resolution of problems encountered
7. Brief description of the key risks/observations and recommendations
8. Risk analysis of assessment areas determined in conjunction with the Cook County QA Contact to be critical for monitoring purposes, such as:
    a. Business Mission and Goals
    b. Data Management
    c. Design Specification and Management
    d. Development Environment
    e. Leadership and Governance
    f. Operating Environment
    g. Operational Readiness and Support
    h. Operations
    i. Organizational Change Management
    j. Planning Oversight
    k. Platform Components
    l. Project Management Planning
    m. Project Management Processes

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n. Project Parameters

o. Project Resources

p. Quality Management

q. Requirements Management

r. Security

s. Software Development

t. System and Acceptance Testing

u. Training

v. User Involvement

9. Detailed observations and recommendations with evaluation of overall risk level if left unaddressed

10. Risk trends across the reporting period, including progress on determining risk response strategies and implementing risk response plans

11. Plans, milestones, and deliverables for the coming period

2.2.3 Task 2: Deliverables Summary

Table 2: Task 3 Deliverables

Deliverable Number	Deliverable Description	Due Date
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	Periodic Assessment Report	End of Quarter + 15 business days*

***Note:** The exact dates of the end of quarter will be specified in the Baseline Project Plan and will take into account and include CSG's start date.

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2.3 Task 3: Risk Assessment

The Risk Assessment task defines CSG tasks to support the ITPS Project's overall risk management efforts. CSG will refer to the ITPS Project's Risk and Issue Management Plans. The ITPS Project Team has the primary responsibility for executing the project's risk management activities with CSG providing a supporting function. Within CSG's role of completing quality management, QA, and Risk Assessment on the implementation vendor's or ITPS Project Team's plans, processes, and products, CSG will identify risks and provide recommendations for risk avoidance and mitigation plans.

After the Initial Risk Assessment, CSG will provide Periodic Assessments (Deliverable 2.2) and On-Going Risk Notification (included in Deliverable 2.2) for the life of the contract.

Identification of information security risks will be an essential part of the scope of CSG's initial and on-going risk assessments.

2.3.1 Initial Risk Assessment (Deliverable 2.1)

CSG shall perform an Initial Risk Assessment (Deliverable 2.1) on the ITPS Project. This Initial Risk Assessment includes a review of key project documentation (i.e., business case, project charter, project schedule and budget – original and current baseline, requirements, designs, and project reports, etc.), interviews with key business and technical staff, and observing standard and key project meetings. See Section2.3.1 for specific details.

2.3.2 On-Going Risk Notification (Deliverables 2.2)

CSG shall immediately verbally report to Cook County QA Contact the discovery of problems, new risks, or previously known risks that have increased in risk probability or potential impact, that pose a risk of failure or danger to the success of the project. Ongoing risk notification and updates shall be part of the Periodic Assessment Report.

The on-going risk notification must follow the same requirements as defined for the Initial Risk Assessment with an emphasis on managing risks that occur and change during the development and implementation process. On-going risk assessment must be conducted while conducting the QA tasks. The on-going risk assessment must at a minimum:

1. Monitor the replacement system's hardware, software, infrastructure, and data security requirements and risks as they apply to the project's progress to ensure the replacement system meets Cook County DOR's requirements.
2. Review where applicable the Business Continuity Plan (BCP), Disaster Recovery Plan (DRP), and audit controls to ensure the security of DOR's protected or confidential information.
3. Review of implementation tasks and activities to assure the confidentiality, integrity, and availability of the replacement system are not compromised.

2.3.3 Updated Risk Assessment (Deliverable 2.2)

CSG shall perform Updated Risk Assessments (Deliverable 2.2, Periodic Assessments) on the ITPS Project. Periodic Assessments are completed quarterly and are an update to the Initial Risk Assessment

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and a review of new items not previously assessed. Progress made against the recommendations from the previous review in addressing risks and accomplishing tasks is quantified and new risks are identified and evaluated for response and tracking going forward. See Section 2.2.2 for specific details.

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3. PAYMENT PROVISIONS

CSG will staff a Project Manager and a QA Analyst/Subject Matter Expert, for the Initial Risk Assessment at project start and then for quarterly Periodic Assessments through the project closeout activities.

Cook County shall pay CSG a fixed price for the following deliverables according to the Payment Schedule based on a October 1st, 2015 start date.

Table 3: Payment Schedule

Deliverable	Anticipated Due Date	Amount
QA Project Management Plan	10/15/2015	$30,000
Initial Risk Assessment	11/30/2015	$46,744
Quarterly Assessment 1	2/29/2016	$47,000
Quarterly Assessment 2	5/31/2016	$47,000
Quarterly Assessment 3	8/31/2016	$47,000
Quarterly Assessment 4	11/30/2016	$47,000
Quarterly Assessment 5	2/29/2017	$47,000
Quarterly Assessment 6	5/31/2017	$47,000
Quarterly Assessment 7	8/31/2017	$47,000
Quarterly Assessment 8	11/30/2017	$47,000
Quarterly Assessment 9	2/29/2018	$47,000
Total		**$499,744**

Following is the rates and hours the QA Project Management Plan, Initial Risk Assessment and the on-going nine Quarterly Assessments.

[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]

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Following is the rate card for Special Requests and Additional Consulting Services requested by Cook County.

Labor Category	Hourly Rate
QA Subject Matter Expert	$210
QA Project Manager	$195
Senior QA Test lead	$175
Technical Analyst	$170
QA Analyst	$170
Test Analyst	$150

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EXHIBIT 2

Sample Documents

[redacted] IV&V

PROJECT MANAGEMENT PLAN

VERSION 1.0
STATUS: FINAL

DATE: [redacted]

Document Information

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

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Amendment History

Document Version	Date	Author/Reviewer	Modification
0.1	[redacted]	[redacted]	Initial draft
0.2	[redacted]	[redacted]	Project team review
0.3	[redacted]	[redacted]	Final Review
1.0	[redacted]	[redacted]	Final Approval

Referenced Documents

Document Name	Document Number	Issuance Date
[redacted]	[redacted]	[redacted]

Decision Log

Decision Points	Owner
[redacted]	[redacted]

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1. OVERVIEW

Project management planning requires a comprehensive approach to define the organization, processes, activities, and controls that guide the efforts of the Independent Verification and Validation (IV&V) project. This assists in the preparation and development of a . In particular, IV&V must clearly assist with the supporting the coordination of work between CSG Government Solutions (CSG), , and all other applicable stakeholders.

This Project Management Plan (PMP) defines the organization, processes, activities and controls that guide the efforts of the IV&V. The purpose of the plan is to:

- Create and maintain project standards
- Control project work activities and schedule
- Maintain and manage project staff and resources
- Report progress and performance
- Define the processes to identify and manage project risks and issues

1.1 Project Summary

The IV&V is tasked with reviewing work products, submitting observations, and raising risks that helps determine whether will implement the requisite technology for in time for the 2016 plan year. To this end, the IV&V assesses whether the solution meets all of the requirements for the under the Affordable Care Act (ACA).

The following are major work products:

- Pre-Operational Readiness IV&V Review – Initial Review
- Operational Readiness IV&V Review – Final Review
- Monthly IV&V Assessment Reports

The IV&V reports use the *TeamCSG Risk Assessment Model* and *Risk Assessment Tracking* tool to produce the Project Health Dashboards.

Other project deliverables include:

- Project Kickoff Meeting
- Project Management Plan which includes Communication Management, Quality Management, Risk Management, and Issues Management
- Bi-Weekly Status reports
- IV&V Checklist

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1.2 Project Health Indicators

The goals for the IV&V services are to assess implementation efforts focusing on the following areas:

- **Project management processes**

Consistent with:

- ✓ Project management standards
- ✓ Project management documents

- **Project governance**

The extent to which and its contractors have effectively:

- ✓ Defined roles and expectations among all internal and external stakeholders
- ✓ Implemented an appropriate flow of project information among stakeholders
- ✓ Instituted a process for review and response to project issues including escalation to the appropriate leadership
- ✓ Instituted a process for leadership approvals (for example, sign-off on documents) at appropriate project milestones

- **Technical conformance of the IT solution with the project requirements**

Specifically:

- ✓ All functional requirements defined by and required by CCIIO as conditions of operating a state-based Exchange
- ✓ The architectural and non-functional requirements of and the federal government as specified in the , released in
- ✓ and federal standards/guidelines addressing software development methodologies, security and privacy requirements, accessibility, and other relevant standards.

- **Quality of implementation planning for the Marketplace**

With particular emphasis on ensuring that its IT vendors are performing the requisite quality assurance tasks to achieve CCIIO certification in accordance with the *"Draft Blueprint for Approval of Affordable State-based and State Partnership Insurance Exchanges."*

- **Feasibility of the project schedule**

In light of project constraints, the need to integrate contractor managed activities and managed activities, and the established timelines for the delivery of the system.

- **Certification and Blueprint Process**

Ensures and its contractors are managing the process towards compliance with CCIIO's gate review and blueprint criteria requirements.

- **Risks Management**

Verifies that risks and issues are identified, documented, planned for, and tracked using approved risk management plans and tracking systems.

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1.3 Success Criteria

The CSG IV&V Project Team is a key component of the overall development and implementation effort to protect the State's interests by providing an independent review of key focus areas of the [redacted] IV&V project.

Therefore, the success of this project can primarily be measured in the following ways:

- Timely verification of documentation that support project requirements
- Early identification of risks with recommendations for responses
- Verification that project activities support the project objectives and timelines
- Validation that standards are observed, followed, and the system design activities support the overall project requirements

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2. PROJECT SCOPE

The [redacted] IV&V scope establishes the framework the project team uses to successfully complete all requirements. The PMP scope statement provides a detailed description of the project activities required by the contract. To create the comprehensive scope statement the project team considered the applicable project tasks, milestones, deliverables, and schedule, as well as the relevant assumptions and constraints.

The project scope also specifically identifies work the team will not perform. This is an important component in order to eliminate unnecessary effort that falls outside the project scope.

2.1 Scope Statement

The [redacted] IV&V scope of work is defined as follows:

- **Project Initiation** – During this phase of the project, the IV&V team initiates and prepares for conducting IV&V activities. This includes:
  - ✓ Orienting, training, and preparing IV&V team members
  - ✓ Working with the CSG Client Executive and Project Performance Group Advisor to ensure all CSG and contractual standards and expectations are planned
  - ✓ Incorporating the knowledge and tools from the CSG Centers of Excellence
  - ✓ Establishing the *TeamCSG℠* project site and CSG *REALize℠* tools and artifacts that will be used
  - ✓ Conducting the IV&V Project Kickoff Meeting
- **Project Planning** – This phase includes developing project plans, processes, and tools to effectively execute project work. This includes:
  - ✓ Developing the Deliverable Expectation Documents (DED)
  - ✓ Developing the IV&V Project Management Plan
  - ✓ Finalizing and base-lining the IV&V Work Plan
  - ✓ Developing the IV&V Checklist for the Initial IV&V Review (Pre-Operational) from the *TeamCSG℠ Risk Assessment Model*
- **Project Execution** – This phase involves our IV&V team performing the project activities per the Work Plan and includes performing assessments using our *TeamCSG℠ Risk Assessment Model* and Tracking Tool. At a high level, this includes:
  - ✓ Attending project meetings
  - ✓ Conducting interviews with key project staff
  - ✓ Reviewing documents and deliverables
  - ✓ Developing an Initial IV&V Assessment Report (Pre-Operational)
  - ✓ Developing Monthly IV&V Reports
  - ✓ Developing a Final IV&V Assessment Report (Operational Readiness)

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- **Project Monitoring and Control** – Project monitoring and control is continuously performed throughout the life of the project and involves monitoring and assessing project activities and metrics to ensure the IV&V Project remains in scope, is on time, and is within budget so the project proceeds with minimal risk. Project monitoring and control includes:
  - ✓ Conducting weekly informal progress meetings
  - ✓ Developing Bi-Weekly IV&V Status Reports
  - ✓ Updating the Work Plan with actual work and estimates to complete
  - ✓ Analyzing the Work Plan and addressing variances as soon as possible
- **Project Closing** – Our IV&V team formally concludes the project by archiving and turning over all project documentation and artifacts.

2.2 Out-of-Scope

The IV&V team is not responsible for the following:

- The actual Implementation of any suggested risk response plans or strategies
  - ✓ It is the purview of the [redacted] to decide on a plan, approve, and then direct the appropriate team to develop detailed plans to implement the selected risk response approach, and then manage those plans.
- Participate as an active member of the project team
  - ✓ The [redacted] IV&V project team will attend meetings, Joint Application Requirements (JAR) gathering sessions, review documents, interview stakeholders to make observations and gather information, but will not be active in project design sessions or meetings.
- Approve [redacted] project deliverables or documents
- Provide Go or No-Go decisions
  - ✓ The [redacted] IV&V project team will provide observations and make recommendations on the observation, but the ultimate decision to act on the recommendations is the responsibility of the [redacted] management. Likewise, the decision to proceed with system implementation is made by [redacted] management based on their comfort with the state of readiness.

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3. Project Assumptions and Constraints

3.1 Assumptions

Assumptions define many of the boundaries of a project's scope. It is critical to the success of a project that there is agreement among the project stakeholders regarding the assumptions made and the impact to the project should those assumptions prove incorrect. The assumptions identified in this PMP affect CSG's ability to successfully complete the project.

The following are the assumptions currently identified that affect the scope of the [redacted] IV&V Project.

- **Resources:** CSG will have access to the appropriate state management, staff, and related project stakeholders within reasonable timeframes to allow for the review processes.
- **Meetings:** CSG will have access and be able to attend all the necessary meetings to gather information for observations
- **Deliverables:** The project schedule is tight and will require diligence to ensure the project remains on track. To this end, we have built a single review and update cycle into the project schedule. It is important that all comments to the deliverables are addressed in this cycle.
- **Schedule:** The deliverables from the vendors' schedules will be such that there is adequate time for reviews and subsequent creation of risks and observations.

3.2 Constraints

Many boundaries on a project are related to constraints that exist and are beyond the control of the project team. These constraints are input in defining the project scope; therefore, it is critical to the success of a project that there is agreement among the project stakeholders regarding the existence of a constraint and the impact to the project.

- The project has one initial assessment, periodic monthly assessments, and a final assessment near the end of the project with limited time between review cycles.
- [redacted] Application must enact any relevant state and federal regulatory guidance.
- Project team understands that [redacted] has already produced project artifacts prior to the IV&V engagement. Review of these artifacts will occur, but may not be complete in time for the Initial Assessment.

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4. GOVERNANCE

Project governance provides the basis for a decision-making framework that is logical, robust, and repeatable to govern management of the [redacted] Project. The structure below depicts the [redacted] Governance Structure.

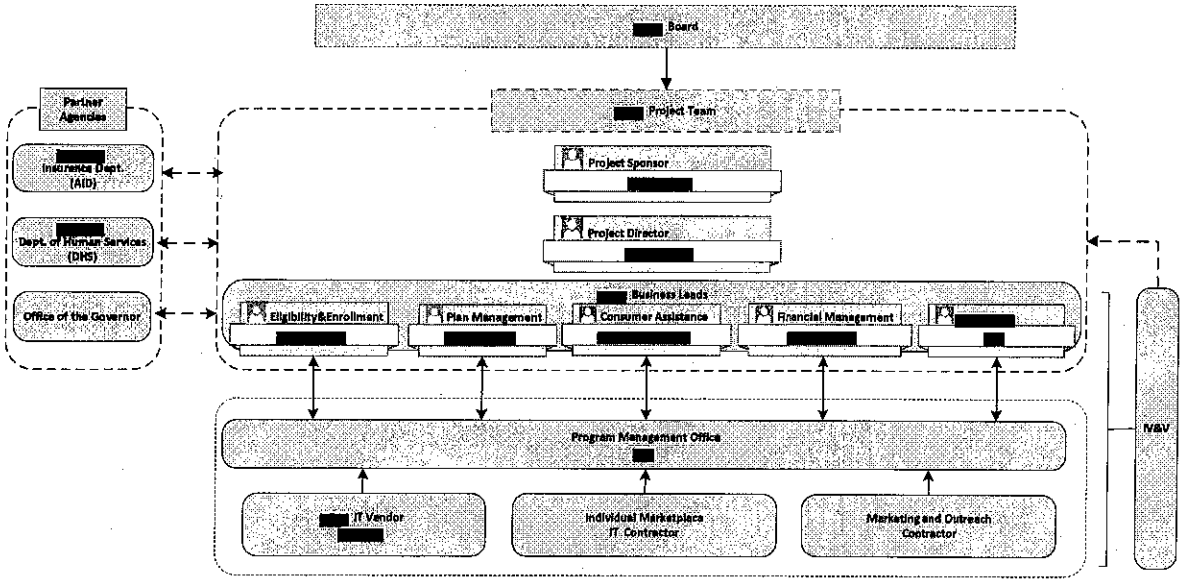

Figure 1: [redacted] Project Organizational Chart

4.1 Governance Roles and Responsibilities

Defining roles and responsibilities is important for every project, and Table 1 below defines them for the [redacted] IV&V Project.

Table 1: Roles and Responsibilities

Role	Member	Responsibility
Executive Sponsor	[redacted]	The Executive Sponsor is the champion of the project. This person is responsible for the funding of the project and is ultimately responsible for its success. Since the Executive Sponsor is at the executive level, communications and presentations should be in summary format, unless the Executive Sponsor requests more detailed communications.
[redacted] Project Director	[redacted]	The [redacted] Project Director is the conduit between the CSG Project Manager and Project Teams. The [redacted] Project Director provides assistance to the CSG Project Manager regarding any risks, issues, change requests, and project progress. The [redacted] Project Director or his [redacted] designee approves the IV&V project deliverables.

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Role	Member	Responsibility
Client Executive	[redacted]	The CSG Client Executive is the high level project point of contact for contractual and performance issues with the [redacted]
CSG Project Manager	[redacted]	The CSG Project Manager manages daily operations of the IVV&V project and serves as a single point of contact for [redacted] The Project Manager maintains the IV&V Project Plan and IV&V project Work Breakdown Structure (WBS), attends meetings, provides project status reports, manages issues, risks, and the CSG Team.
PMO Project Manager	[redacted]	The PMO Project Manager oversees the overall project effort and functions as a go-between for [redacted] and the IT Vendor ([redacted]).
[redacted] IT Project Manager	[redacted]	The [redacted] IT Project Manager oversees the system development and implementation activities for the [redacted] solution
Subject Matter Expert (SME)	[redacted]	The Subject Matter Expert provides invaluable [redacted] subject matter expertise to the project team.
Business Analyst	[redacted]	The Business Analyst conducts the project observation activities on the business related concerns and produces/updates the Risk Assessment Model. Any observations will also be accompanied with actionable recommendations.
Technical Analyst	[redacted]	The Technical Analyst conducts the project observation activities on the technical related concerns and produces/updates the Risk Assessment Model. Any observations will also be accompanied with actionable recommendations.

4.2 RACI Chart

This section lists the RACI Chart for the [redacted] project.

For each project deliverable, the following responsibility designation is identified for appropriate roles assigned to the project.

- Responsible (R) – Stakeholders with this responsibility typically own the creation of the deliverable or project artifact. These stakeholders may rely on others to help in building the deliverable
- Accountable (A) – Stakeholder with this responsibility is ultimately the one that management holds accountable for making sure the deliverable is of good quality, is delivered on time, and is authorized to sign-off on a given deliverable.
- Consulted (C) – Stakeholders with this responsibility are consulted by the team members who create the deliverable for review and feedback.

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- Informed (I) – Stakeholders with this responsibility receive distribution of a given deliverable for informational purposes, but generally do not play an active role in the creation or review of the deliverable.

Table 2: RACI Chart

IV&V Project Roles and Responsibilities Chart (RACI) / Project Deliverables	Executive Sponsor	Project Director	CSG Project Advisor	CSG IV&V Project Manager	CSG IV&V Business Analyst	CSG IV&V Technical Analyst	CSG IV&V Subject Matter
IV&V Project Management Plan	I	A	C	R	C	C	C
Initial Assessment	I	A	C	R	C	C	C
Monthly IV&V Reports	I	A	C	R	C	C	C
Bi-Weekly Status Reports	I	A	C	R	C	C	C
Final Assessment	I	A	C	R	C	C	C

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5. Project Organization

A project team of stakeholders with diverse talents, backgrounds, and knowledge has been defined to successfully perform the services included in the scope of the [redacted] IV&V project.

5.1 Project Team

The [redacted] IV&V includes a collaborative team of [redacted] CSG, and applicable stakeholder resources. The [redacted] Project Director and CSG Project Manager are the primary points of contact for coordination, however all team resources have clearly defined roles and responsibilities. The organization chart illustrated in the Figure below identifies the CSG Team

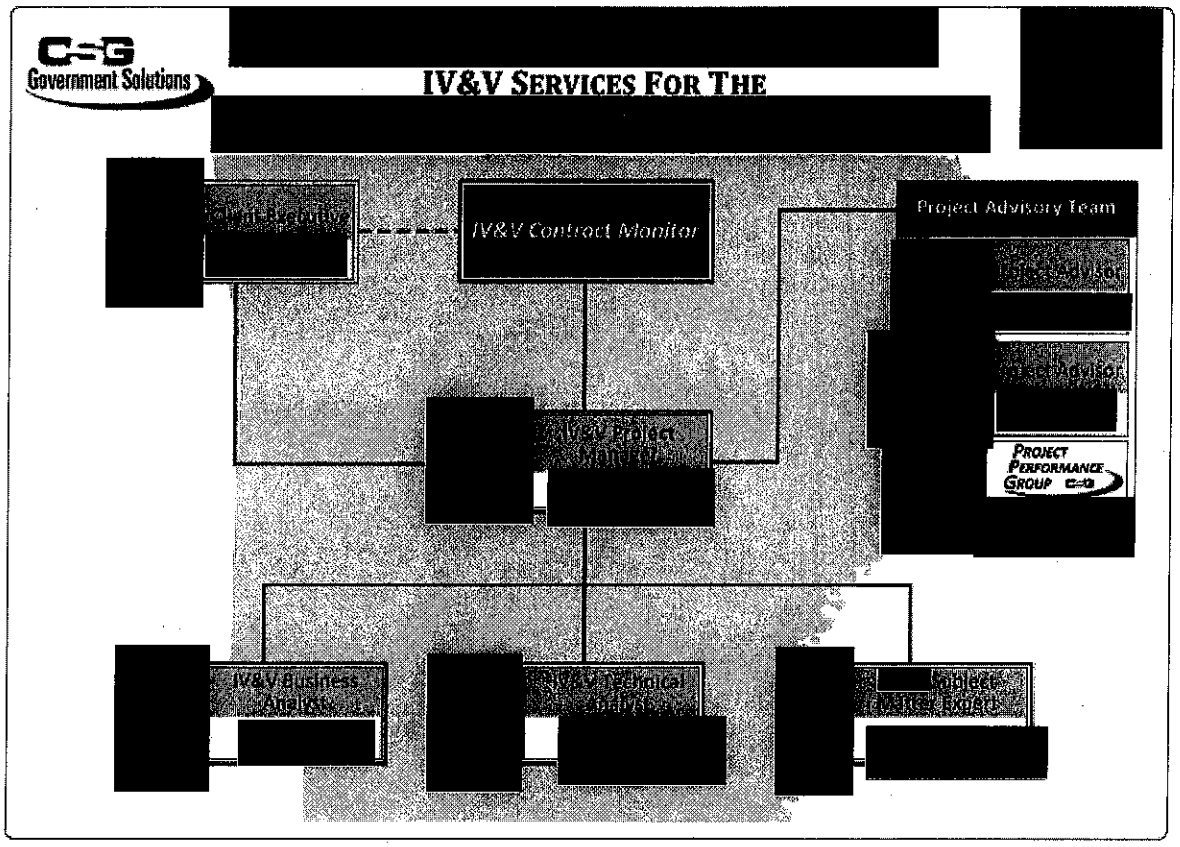

Figure 2: [redacted] IV&V Project Organization

5.2 Stakeholders

Table 1 lists the project stakeholders, their title and their organization.

Table 3: List of Stakeholders

Name	Title	Organization
[redacted]	Project Sponsor	[redacted]
[redacted]	Project Director	[redacted]

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Name	Title	Organization
[redacted]	Plan Management Financial Management	[redacted]
[redacted]	Consumer Assistance	[redacted]
[redacted]	IT Manager	[redacted]
[redacted]	IT Analyst	[redacted]
[redacted]	Compliance Lead	[redacted]
[redacted]	Engagement Manager	[redacted]
[redacted]	PMO Project Manager	[redacted]
[redacted]a	Alternate [redacted] Project Manager	[redacted]
[redacted]	Program Manager	[redacted]
[redacted]	[redacted] Director	[redacted]
[redacted]	[redacted] SME	[redacted]
[redacted]	Project Management Analyst	[redacted]
[redacted]	[redacted] Technical SME	[redacted]
[redacted]	Change Control Lead	[redacted]
[redacted]	Quality Assurance Lead	[redacted]
[redacted]	Business Analyst	[redacted]
[redacted]	Business Analyst	[redacted]
[redacted]	Project Manager	[redacted]
[redacted]	Program Manager	[redacted]
[redacted]	Project Advisor	[redacted]
[redacted]	Account Manager	[redacted]
[redacted]	IT Lead	[redacted]
[redacted]	Business Analyst Lead	[redacted]
[redacted]	Design Development and Implementation Lead	[redacted]
[redacted]	Architecture Lead	[redacted]
[redacted]	Infrastructure Lead	[redacted]
[redacted]	Testing Lead	[redacted]
[redacted]	Privacy and Security Manager and IT O&M Lead	[redacted]
[redacted]	Data Migration Lead	[redacted]
[redacted]	Consumer Assistance and [redacted] Operations Lead	[redacted]

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Name	Title	Organization
[redacted]	[illegible]	[redacted]

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6. Project Work Plan

The Project Work Plan for the [redacted] IV&V Project has been developed in coordination with [redacted] and the CSG Project Manager. The project phases and major tasks are outlined below.

The Project Work Plan is comprised of:

1. **Work Breakdown Structure (WBS):** The WBS segments work into logical and manageable tasks within the overall project effort and phases. Detailed tasks and subtasks allow the project team to incrementally perform the required activities and support successful management and control throughout the project life cycle. The Project Work Plan WBS tasks have been detailed in a Microsoft Project file (2010 version) with start and end dates and resource assignments. All task linkages are included to support schedule management and identify critical tasks. The WBS is included in the Project Schedule.

2. **Project Schedule:** The schedule for this project is developed and maintained in Microsoft Project (version 2010). The Project Schedule addresses the required tasks and deliverables stated in the contract. The approximate dates for tasks have been defined jointly between CSG and [redacted] and are depicted in the schedule.

6.1 Milestones

Milestones have been identified that mark the progression of this project towards its stated objectives.

Table 4: Project Milestones

Date	Milestone
[redacted]	Project Kickoff Meeting
[redacted]	DED documents for: ➢ Project Management Plan ➢ Initial, Monthly, and Final Review Reports ➢ Bi-Weekly Status Report
[redacted]	Project Management Plan
[redacted]	IV&V Review Checklist
[redacted]	Initial IV&V Review Report (Pre-Operational Readiness Review)
Monthly for project duration around the middle of the month	Monthly IV&V Reports
[redacted]	Final IV&V Review Report (Operational Readiness Review)
Bi-Weekly for project duration	Bi-Weekly Status Reports
[redacted]	Archive Project Documents

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6.2 Deliverables

CSG produces the following work products and deliverables throughout the duration of the project.

Each deliverable is allotted a 5 business day client review period followed by a 2 business day period to address the comments.

Table 5: [redacted] IV&V Project Deliverables

Date	Deliverable	Definition/Special Considerations/ REALize℠ Tool/Sample/Guide/Template
[redacted]	Kickoff Meeting	The Kickoff meeting launches the project with the [redacted] and other stakeholders as requested by the client
[redacted]	Project Management Plan	The PMP includes Communications Management, Quality Management, Risk Management, and Issue Management.
[redacted]	IV&V Review Checklist	The IV&V Review Checklist is an integral part of the *TeamCSG℠ Risk Assessment Model*
[redacted]	Initial IV&V Review Report – Pre-Operational Readiness	The Pre-Operational Readiness Report focuses on [redacted] efforts to onboard and plans the project with the [redacted] IT vendor. It also provides an initial assessment of the Blueprint for approval. The format and contents are decided using the DED process. The *TeamCSG Risk Assessment Model* and *Risk Assessment Tracking Tool* are used in this deliverable.
Bi-Weekly throughout the project	Bi-Weekly Status Report	The Bi-Weekly Status Report summarizes the work accomplished during the reporting period and the work planned for the next reporting period
Monthly – Due around the middle of each month	Monthly IV&V Report	A monthly report that provides a tracking of progress and risks as well as the current project health. The format and contents are decided using the DED process. The *TeamCSG Risk Assessment Model* and *Risk Assessment Tracking* Tool are used in this deliverable.
[redacted]	Final IV&V Review Report – Operational Readiness	The Operational Readiness Report focuses on [redacted] readiness to implement the new [redacted] marketplace system. The format and contents are decided using the DED process. The *TeamCSG Risk Assessment Model* and *Risk Assessment Tracking Tool* are used in this deliverable
[redacted]	Archive Documents	At three project points, a Compact Disk (CD), thumb drive, or library download is provided that contains the client facing project library documents

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7. SCHEDULE MANAGEMENT

Schedule management defines how the project team develops, maintains, monitors, and controls the schedule and manages changes after the baseline schedule is formally approved. This includes identifying, analyzing, documenting, prioritizing, and publishing all schedule-related changes. Schedule management, risk management, and issue management are closely inter-related. By meeting intermediate schedule milestones, resolving issues timely, and monitoring risk response plans, the project team keeps the project on schedule.

CSG's approach to schedule management ensures we maintain and use the base-lined Work Plan to control the IV&V work.

- **Work Plan Maintenance:** Work Plan maintenance is an on-going activity that tracks the work performed, the timeframes for when the work has been or will be completed, and progress against the work and timeframes. To effectively track project progress, the Work Plan is kept current, and reflects all work that needs to be performed. In general, as CSG approaches the start of a new IV&V review cycle, the CSG Project Manager re-evaluates the upcoming work and tasks needed with the project team to ensure resources are allocated and work estimates are still valid.
- **Work Plan Control:** Weekly Work Plan reviews ensure it is being reviewed, discussed, and analyzed for project variances on a weekly basis, so any potential drift from the project baseline is quickly identified, any impacts of Work Plan variances are determined, and variance resolution options are discussed.
- **Work Plan Adjustment Techniques:** If the project falls behind schedule, there are a number of techniques that may be used to bring the Work Plan back on track. The IV&V Team identifies the need for adjustments in response to known and unknown schedule influences.
- **Project Tracking:** Updating and maintaining the Work Plan provides the most up-to-date IV&V project status and feeds into key project metrics. Tracking project progress through using the Work Plan facilitates transparency to work performed and risks to project work or deliverables. These processes help the IV&V team quickly and proactively implement corrective actions to address schedule slippages and make necessary adjustments to stay on schedule.

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8. QUALITY MANAGEMENT

CSG's experience has shown that quality is highest when it is planned for and engineered into the design of an entire project or system, instead of only inspected in the finished product. Quality planning is performed in parallel with other project planning processes.

8.1 Quality Planning

Quality planning involves the following:

- Creating a Quality Management Plan, which includes defining the deliverable development and review process, and informing and training staff on its contents, standards, and processes
- Including tasks and time in the Work Plan for defining the parameters of project processes and deliverables, developing DEDs, identifying the resources to perform the quality activities, and performing internal quality reviews
- Defining deliverable acceptance criteria to ensure pre-established minimum standards or requirements are identified and met before each deliverable is complete
- Developing the tools that support quality, including deliverable review checklists

8.2 Quality Assurance (QA)

QA refers to ensuring the process used to create project deliverables and review them is functioning to produce high quality Project deliverables.

1. **Deliverable Expectations Documents:** As part of the Project Planning phase, we develop and submit Deliverable Expectations Documents (DEDs) for all project deliverables and then review it with the [redacted] Project Director to gain agreement on deliverable expectations. The DED process is included in the Project Work Plan.
2. **Project Processes:** The project team is trained on the processes CSG uses to conduct interviews, gather documents, review vendor deliverables and project artifacts, use the *TeamCSG℠ Risk Assessment Model* for customized checklists and the *TeamCSG℠ Risk Assessment Tracking* Tool during review activities, and conducting meetings.
3. **Checklist Customization:** The *TeamCSG℠ Risk Assessment Models* contain the basic elements that can be used throughout the project in each review. The checklist that will be used for each review will be extracted from the *TeamCSG℠ Risk Assessment Model* and customized to reflect the focus of review prior to its use in each review.
4. **Project Performance Group (PPG) Advisor:** The CSG Project Manager will coordinate with the PPG Advisor to discuss anticipated resource needs, process concerns or strategies, deliverable development status, additional or new tools or training needed, and needed assistance for additional reviews of project deliverables.
5. **Internal Peer Reviews:** Each deliverable will go through one or more internal peer reviews before submission to [redacted] Both the team members and the Project Manager will provide peer reviews.

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6. **External Reviews:** We communicate deliverable progress to the [redacted] Project Director throughout the deliverable creation progress, allowing for review of draft deliverables, or draft sections of deliverables, if appropriate.
7. **Deliverable Walkthroughs:** We conduct deliverable walk-throughs that allow for correcting any facts and ensuring the deliverable is understood and meets [redacted] expectations prior to formal submission.

Our quality management approach is to gain up-front agreement with [redacted] on a deliverable's purpose and structure and produce quality work that will be accepted the first time.

8.3 Quality Control

Quality control refers to the activities performed to inspect, review, and correct deficiencies in project deliverables. Quality control is how the [redacted] IV&V Project Team monitors and reports on specific deliverables to determine whether they comply with the defined quality standards. Results of quality control are fed back to the QA process to re-evaluate and analyze the quality standards and acceptance criteria.

Quality control activities assess the development and completion of each deliverable to ensure it is correct, complete, consistent, and accurate.

- **Deliverable Review and Acceptance Checklist:** CSG prepares and uses a Deliverable Review and Acceptance Checklist to verify each deliverable is reviewed and corresponds with the contents outlined in the DED and is formatted to CSG's standards.

8.4 Deliverable Development and Review

The general steps included in the deliverable development, review, and approval process for all [redacted] IV&V Project deliverables are outlined below.

Figure 3: Deliverable Acceptance Process

- **Set Expectations:** Prior to developing a deliverable, the IV&V team develops and submits a Deliverable Expectations Document (DED) that outlines the deliverable with some preliminary draft content and reviews it with the [redacted] Project Director to gain up-front agreement on the format, presentation, and expected content. Each deliverable will contain the following, as required in [redacted], to ensure traceability:
  - ✓ Revision History – Identifies the version of the draft, the date the draft was submitted, deliverable point of contact/person making change, and a description of changes made.
  - ✓ Table of Contents – Provides an overview of all the contents within the deliverable along with a page references
  - ✓ List of Figures – Provides an overview of all figures along with page references

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- ✓ List of Tables – Provides a list of tables of all tables along with page references
- ✓ Referenced Documents – Provides a summary of the relationship of this deliverable to other relevant documents, including the document name, number, and issuance date;
- ✓ Decision Log– Provides a summary of decision points and owners
- ✓ Assumptions/Constraints/Risks – Describes any assumptions, constraints, and risks regarding the project that impact the deliverable
- ✓ Acronyms – Provides a list of all acronyms identified in the deliverable, along with the literal translation and definition

- **Deliver Interim Work Products:** To efficiently build agreement on deliverable content that is complex, works-in-progress are periodically provided to the [redacted] Project Director for preview and feedback and to support our "no surprises" approach.
- **Internal development and review:** The IV&V team develops a deliverable draft, conducting one or more internal reviews of the document, following the quality management process for creating a quality project deliverable. This includes following the [redacted] required Format and Documentation Standards required in [redacted].
- **Submit Final Deliverable:** When the IV&V team has completed the deliverable, it is copied to PDF and submitted to the [redacted] Project Director for review and approval. For more complex deliverables [e.g., the Initial IV&V Review Report (Pre-Operational)], a review session is held to walk through the document, highlighting key points and eliciting feedback. The [redacted] Project Director reviews the deliverable and documents comments and requested changes.
- **Review and Approve:** The IV&V team addresses the comments and requested changes to fact and responds with their resolution.
- **Gain Final Sign-Off:** Once all requested changes are accepted, the [redacted] Project Director provides final acceptance of the deliverable.

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9. RESOURCE MANAGEMENT

CSG manages resources to best serve the needs of the [redacted] IV&V Project. We have internal procedures to effectively manage our personnel to serve our clients. CSG's Project Performance Group Director works closely with the CSG Project Manager to meet the staffing needs of the project. In addition, the CSG Management Team conducts weekly operations meetings to address any staffing needs for the project.

Performance and skill set expectations are determined and communicated to CSG consultants at the onset of each assignment. CSG consultants receive ongoing performance feedback and are encouraged and supported in their efforts to continually improve and expand their skill sets.

CSG's onboarding process ensures each project team member receives a project orientation prior to starting on the project. The [redacted] IV&V team attended a two day orientation that included a one day IV&V boot camp. CSG's project orientation covers topics such as: project structure, project policies regarding client information, use of equipment, work environment, and system access. CSG's Project Manager reviews the assigned work with each team member and communicates all expectations of work to be performed. In addition, CSG trains all employees on Health Insurance Portability and Accountability Act (HIPAA) policies and procedures.

CSG is committed to maintaining continuity of staff on projects and identifies staff members that are available and committed through the planned schedule. However, if there is an unforeseen circumstance where a resource is no longer able to continue on the project, our approach and policy for maintaining continuity is as follows:

- If CSG has to replace a resource, CSG plans for a transition period for the resource being replaced to transfer knowledge to the new team member.
- CSG presents a highly qualified replacement with skills that meet or exceed the skill requirements for the position.
- CSG presents named additional resources' qualifications to the [redacted] Project Director for approval.

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10. COMMUNICATION MANAGEMENT

Communication management defines communication modes, team roles and responsibilities, expected communications to various stakeholders, and tools used.

10.1 Communication Modes

- **Meetings and Interviews:** are scheduled with project stakeholders as needed. During the Initial, Monthly, and Final reviews, a list of interviews based on project requirement needs will be provided to the [redacted] Project Director or designee. The [redacted] Project Director or designee will arrange to have the necessary staff from the various partners available to meet that minimizes interference with project operations. Key personnel who were not able to attend these interviews may be contacted via telephone at a date that meets their schedule.
- **Presentations:** are conducted with the [redacted] Project Director upon delivery of the final version of the Assessment Reports.
- **Status Reporting:** is a formal communication of the project status
  - ✓ Appendix B contains the Bi-Weekly Project Status Report Template. The Project Status Report provides the following:
  - ✓ Summary and of work performed on deliverables
  - ✓ Overall plans and activities for the next period
  - ✓ Identification and assessment of high probability and high impact risks and issues
  - ✓ Other items requiring [redacted] management attention with action recommendations
- **E-mail:** is an informal communication and is a shared discussion or exchange of ideas between individuals or groups
- **Online (e.g., the [redacted] IV&V Project Library):** is a formal communication and provides content for online access via a website
- **Oral:** is an informal communication and is a shared discussion or exchange of ideas between individuals
- **Print (e.g., deliverables and reports):** is a formal communication that provides written knowledge and is stored in the Project Library
- **Structured walkthrough (e.g., Joint Application Design sessions):** can be considered an informal or formal communication and is a working session to gather information or make decisions
- **Telephone or videoconference:** is an informal communication for individual or group discussions
- **Webinar:** can be considered an informal or formal communication and is an online work session to gather information or support decision-making

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10.2 Project Team Directory & Resources

The below table provides a contact list for the CSG [redacted] IV&V Project team.

Table 6: Project Team Directory

Individual	Role & Organization	E-mail & Phone Number
[redacted]	Client Executive	[redacted]
[redacted]	Project Advisor	[redacted]
[redacted]	Project Advisor	[redacted]
[redacted]	CSG Project Manager	[redacted]
[redacted]	Subject Matter Expert	[redacted]
[redacted]	Business Analyst	[redacted]
[redacted]	Technical Analyst	[redacted]

10.3 Communication Matrix

Table 7: Project Communication Matrix

What	Audience/Attendees	When / Frequency	How (Method & Tool)	By Whom
Project Deliverables	[redacted] Project Director	As Required	Written & Electronic	CSG PM
Bi-Weekly Status Reports	[redacted] Project Director	Bi-Weekly as defined in contract	Written & Electronic	CSG PM
Meeting Notes	[redacted] Project Director	As Required	Written & Electronic	CSG PM
Interviews	[redacted] [redacted] or [redacted] staff as required	As Required	Oral	CSG Team

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10.4 Document Management

CSG has established a project repository on our TeamCSG℠ Project site for the exchange of documents between CSG and [redacted] The link to this is: [redacted]

Document authors use the formal document template appropriate for the type of created document as agreed to through the DED process.

All artifacts of the [redacted] IV&V Project use the following naming conventions:

- Avoid using special characters in a file name. \ / : * ? " < > | [ ] & $, .
- Err on the side of brevity (25 characters or less).
- Include all necessary descriptive information in the file name, independent of where it is stored.
- Be consistent with file naming conventions.

10.5 Key Decisions

CSG utilizes the *TeamCSG℠ Project Tracker* tool to provide an automated means of tracking key decisions throughout the duration of the project. Appendix A contains all *TeamCSG℠ Project Tracker* forms and the definitions for each field.

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11. Risk Management

Risk management helps the project team anticipate and respond to emerging risks throughout the duration of the project. This section describes how the team will address the IV&V project risks, not to be confused with the risk assessment of the overall [redacted] project.

11.1 Risk Identification & Analysis

The CSG Project Manager, in collaboration with the project team, identifies and reviews risks associated with the [redacted] IV&V project. The purpose of risk analysis is to prioritize and estimate project risk in terms of understanding the probability and consequence of each risk. CSG's risk analysis assesses each risk and assigns a priority based on objective analysis of its characteristics.

During the risk analysis step, the CSG Project Team performs the following activities:

- Estimate the Consequence, i.e., determine the impact or cost to the project should the risk occur
- Estimate the Probability, i.e., likelihood the risk will occur
- Calculate the project's Overall Risk Ranking as the Consequence multiplied by the Probability

The Overall Risk Ranking determines which risks pose the greatest overall risk to the project. Each risk receives a documented risk response strategy and plan.

11.2 Risk Response Strategies and Plan

The project team discusses, identifies, and documents a Risk Response Strategy for each risk. There are four types of risk response strategies used to manage project risk:

- **Avoidance** is changing the Project Work Plan to eliminate the threat of a specific risk event, if possible.
- **Transference** is shifting some or all of the negative impact of a threat, along with ownership of the risk, to a third party.
- **Mitigation** is deciding to lessen the probability that the risk will occur or lessening the impact if the risk does occur.
- **Acceptance** is agreeing to accept the consequences and impact of a risk occurrence.

Regardless of the type of response, the project team evaluates the anticipated consequence and develops a Risk Response Plan. Risk response plans help identify risk management activities used to reduce, contain, and otherwise control project risk, and subsequently, project scope, schedule, and cost. The Risk Response Plan is developed once a risk response strategy is identified.

11.3 Risk Monitoring & Escalation

The project team is continually monitoring risk to the project during the life of the project to assess and control uncertainties that may result in undesirable consequences. During the weekly status meetings, the team analyzes anticipated risks and proposed risk response strategies and plans, assesses whether the executed plan was successful, evaluates if a risk should be closed, or determines when a risk should be submitted as an issue (i.e., once a risk has been realized and it has become an issue that needs to be managed).

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The [redacted] and CSG Project Managers may agree to escalate a risk to the next level of management. The CSG and [redacted] Project Directors review the risk to determine if they are authorized to make a decision, need to submit a change request to address the risk (see Change Management), or escalate the risk.

11.4 Risk Management Tool

CSG utilizes the *TeamCSG℠ Project Tracker* risk management tool to provide an automated means of tracking risks for the IV&V project throughout the duration of the project. Appendix A contains all *TeamCSG℠ Project Tracker* forms and the definitions for each field.

The TeamCSG℠ Project Tracker risk management tool automatically calculates the overall risk ranking based on the probability and consequence of a risk on a scale of one to nine, with nine being the most severe.

Based on the probability and consequence levels, the Overall Risk Ranking Matrix enables the CSG IV&V Project Team to categorize and rank risks according to potential overall risk to the IV&V project.

[redacted] figure below provides the Overall risk Ranking Matrix and definitions for ranking risk.

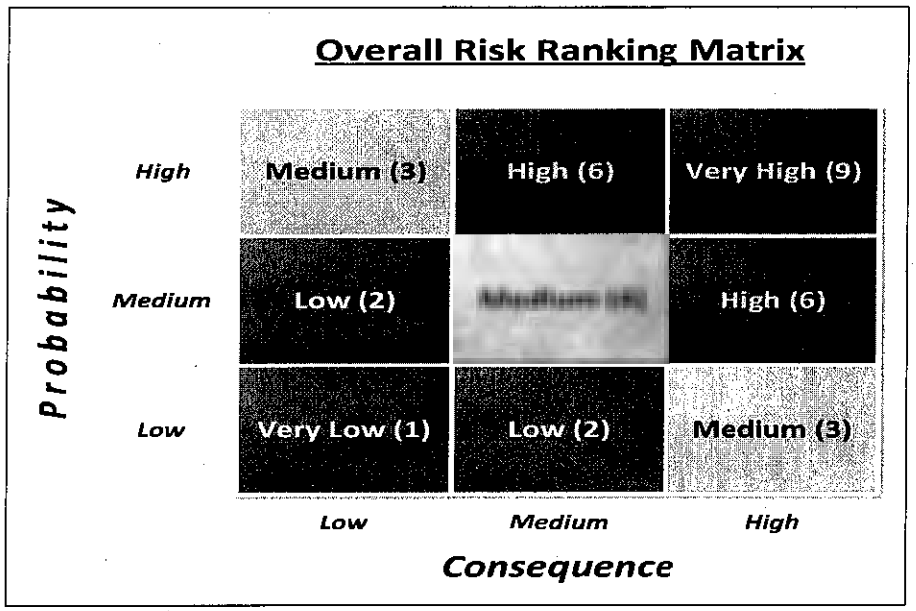

Figure 4: Overall Risk Ranking Matrix

The formula used to calculate overall risk ranking is: Overall Risk Ranking = Probability x Consequence

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The table below provides the definitions for overall risk ranking based on calculation.

Table 8: Overall Risk Ranking Definitions

Risk Ranking (RR)	Overall Risk Level	Approach
[illegible]	[illegible]	[illegible]
[illegible]	Medium risk level	A risk response plan will be prepared for implementation in case the risk increases in probability or consequence.
[illegible]	[illegible]	[illegible]

The Risk Owner uses the Overall Risk Ranking Matrix to decide which risks pose the greatest overall risk to the project and require plans to be developed and implemented for the risk. Each valid risk receives a documented risk response strategy and plan.

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12. Issue Management

The purpose of issue management is to define the process used by the project team to consistently investigate and expedite the resolution of issues raised during this project. These issues will be for the IV&V project and not the overall [redacted] implementation.

12.1 Issue Identification & Analysis

The CSG Project Manager, in collaboration with the project team, identifies and reviews issues associated with the project. As a result, new issues are identified and existing issues are understood in greater detail. New issues can also result from project risks being realized. The CSG Project Manager is responsible throughout the life of the project for facilitating team discussions regarding specific issues associated with the project to determine a course of action.

The project team analyzes and researches an issue to identify options and make a clear recommendation for a course of action. The project team evaluates each issue based on budget, schedule, scope, priority, and severity. Based on the severity and priority levels, the Overall Issue Ranking enables the project team to categorize and rank issues according to the overall impact to the project.

12.2 Issue Resolution Plan

Once the research and evaluation is completed, the issue resolution responses are discussed and one is decided upon. After a resolution is chosen, the project team determines and documents all actions required to resolve the issue including:

- A summary of the action to take for resolution
- A due date for completing the action
- Action item owners (often issues will require action items to be worked through)
- The resources needed, activities involved, and impact of the actions

12.3 Issue Monitoring & Escalation

The project team reviews and assesses issues during weekly status meetings and makes a determination on the course of action. The team monitors issues to expedite or escalate as required.

The [redacted] and CSG Project Managers may agree to escalate an issue to the next level of management. The Project Managers review the issue to determine if they are authorized to make a decision to resolve, need to submit a change request to resolve the issue (see Change Management), or need to escalate the issue.

12.4 Issue Management Tools

CSG utilizes the *TeamCSG℠ Project Tracker* issue management tool to provide an automated means of tracking issues for the IV&V project throughout the duration of the project. Appendix A contains all *TeamCSG℠ Project Tracker* forms and the definitions for each field.

The *TeamCSG℠ Project Tracker* issue management tool automatically calculates the overall issue ranking based on the severity and priority of an issue on a scale of one to nine, with nine being the most urgent.

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Based on the severity and priority levels, the Overall Issue Ranking Matrix enables the project team to categorize and rank issues according to the overall impact to the IV&V project.

[redacted] figure below provides the Overall Issue Ranking Matrix and definitions for ranking issues.

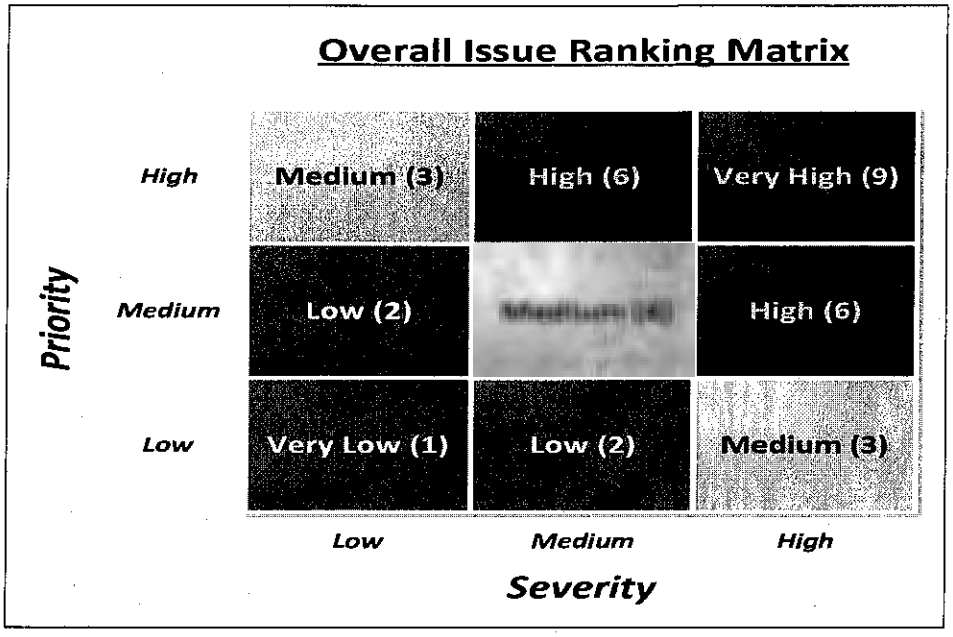

Figure 5: Overall Issue Ranking Matrix

The formula used to calculate overall issue ranking is: Overall Issue Ranking = Severity x Priority

The table below provides the definitions for overall issue ranking based on calculation.

Table 9: Overall Issue Ranking Definitions

Issue Ranking (IR)	Overall Issue Level	Approach
[illegible]	[illegible]	[illegible]
[illegible]	Medium overall issue ranking	Action will be taken to implement the issue resolution plan, but it is scheduled in the project schedule in the near future
[illegible]	[illegible]	[illegible]

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13. CHANGE MANAGEMENT

Change management is planned processes for initiating, logging, tracking, researching, evaluating, reviewing, and implementing change requests for the project. This change management process is intended for the IV&V project and not the overall [redacted] implementation.

13.1 Change Request Identification, Analysis, & Implementation

Change requests may be initiated from the issue and risk processes that require a change to budget, scope, schedule, or policy. They may also arise from a new project need, ideas, and suggestions. The project team documents and tracks change requests.

The [redacted] and CSG Project Managers review each potential change request and determine if it is valid. A change request may not be valid because it is not actually a change or it is already included in another change request. If the change request is valid, the [redacted] and CSG Project Managers assign it a priority for use in proceeding or escalating within [redacted] for further review and decision.

The project team assesses the change request and conducts research to gather the information needed to complete the change request analysis and make a clear recommendation of justification for a course of action. The CSG Project Manager then makes recommendations on next steps to the [redacted] Project Director.

The [redacted] Project Director approves, denies, or modifies a change request. If the change request is approved, the CSG Project Manager updates the Project Work Plan to establish a baseline with the new tasks and dependencies. The CSG Project Manager ensures the Project Work Plan, budget, Statement of Work, and any other project documentation is updated to reflect the change. The change request remains open until all associated activities and tasks are complete.

13.2 Change Management Tool

The *TeamCSG℠ Project Tracker* change management tool provides a standard tool for managing change requests. Appendix A contains all *TeamCSG℠ Project Tracker* forms and the definitions for each field.

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13.3 Change Request Approval Form

Below is a sample form to be used for change request approvals related to the IV&V project.

Change Request Signoff and Approval

The signatures following indicate that this ***Change Request (change request number referenced below)*** has been reviewed by all the necessary project stakeholders, and that the authorized signers accept and approve the content herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

Change Request Number:

Change Request Disposition: __ **Accept** ___ **Deny** __ **Defer**

CSG Project Manager	[redacted] **Designee**
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
NAME	NAME
TITLE	TITLE
DATE	DATE

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14. Financial Management Plan

This section provides a description of CSG's approach to financial management of the IV&V Project

14.1 Financial Measurement

This table will be included in the Bi-Weekly Status report and depicts the status of each deliverable (see Appendix B).

Table 10: Deliverables Tracking Matrix

#	Deliverable Name	Planned Delivery Date	Actual Delivery Date (draft)	Actual Signoff Date	Current Status	Requests / Revisions Due
1	Kickoff Meeting	[redacted]				
2	Project Management Plan	[redacted]				
3	IV&V Review Checklist	[redacted]				
4	Initial IV&V Review Report – Pre-Operational Readiness	[redacted]				
5	Bi-Weekly Status Report 1	[redacted]				
6	Bi-Weekly Status Report 2	[redacted]				
7	Bi-Weekly Status Report 3	[redacted]				
8	Bi-Weekly Status Report 4	[redacted]				
9	Bi-Weekly Status Report 5	[redacted]				
10	Bi-Weekly Status Report 6	[redacted]				
11	Bi-Weekly Status Report 7	[redacted]				
12	Bi-Weekly Status Report 8	[redacted]				
13	Bi-Weekly Status Report 9	[redacted]				
14	Bi-Weekly Status Report 10	[redacted]				
15	Bi-Weekly Status Report 11	[redacted]				
16	Bi-Weekly Status Report 12	[redacted]				
17	Bi-Weekly Status Report 13	[redacted]				
18	Bi-Weekly Status Report 14	[redacted]				
19	Monthly IV&V Assessment Report 1	[redacted]				
20	Monthly IV&V Assessment Report 2	[redacted]				
21	Monthly IV&V Assessment Report 3	[redacted]				

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#	Deliverable Name	Planned Delivery Date	Actual Delivery Date (draft)	Actual Signoff Date	Current Status	Requests / Revisions Due
22	Monthly IV&V Assessment Report 4	[redacted]				
23	Monthly IV&V Assessment Report 5	[redacted]				
24	Monthly IV&V Assessment Report 6	[redacted]				
25	Final IV&V Review Report – Operational Readiness	[redacted]				
26	Archive Documents 1	[redacted]				
27	Archive Documents 2	[redacted]				
28	Archive Documents 3	[redacted]				

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15. ACRONYMS

This section lists acronyms alphabetically.

Table 11: Acronyms

Acronym	Term Definition
ACA	Affordable Care Act
[redacted]	[redacted] Health Insurance Marketplace
CCIIO	Center for Consumer Information and Insurance Oversight
CD	Compact Disk
CSG	CSG Government Solutions
DED	Deliverable Expectations Document
HIPAA	Health Insurance Portability and Accountability Act
IR	Issue Ranking
IT	Information Technology
IV&V	Independent Verification and Validation
JAR	Joint Application Requirements Gathering
[redacted]	[redacted]
PM	Project Manager
PMP	Project Management Plan
PPG	CSG's Project Performance Group
QA	Quality Assurance
PMO	Project Management Office
RACI	Responsible, Accountable, Consulted, Informed
RFP	Request for Proposal
SME	Subject Matter Expert
[redacted]	Small Business Health Options Program
WBS	Work Breakdown Structure

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APPENDIX A – PROJECT TRACKER FORMS & FIELDS DEFINITIONS

TeamCSG℠ Project Tracker is an easy-to-use project management support tool that provides powerful tracking and reporting capabilities for controlling scope, issues, risks, changes action items, and key decisions throughout the project life cycle. The *TeamCSG℠ Project Tracker* is used for the IV&V project and not the overall [redacted] implementation

15.1 Issues

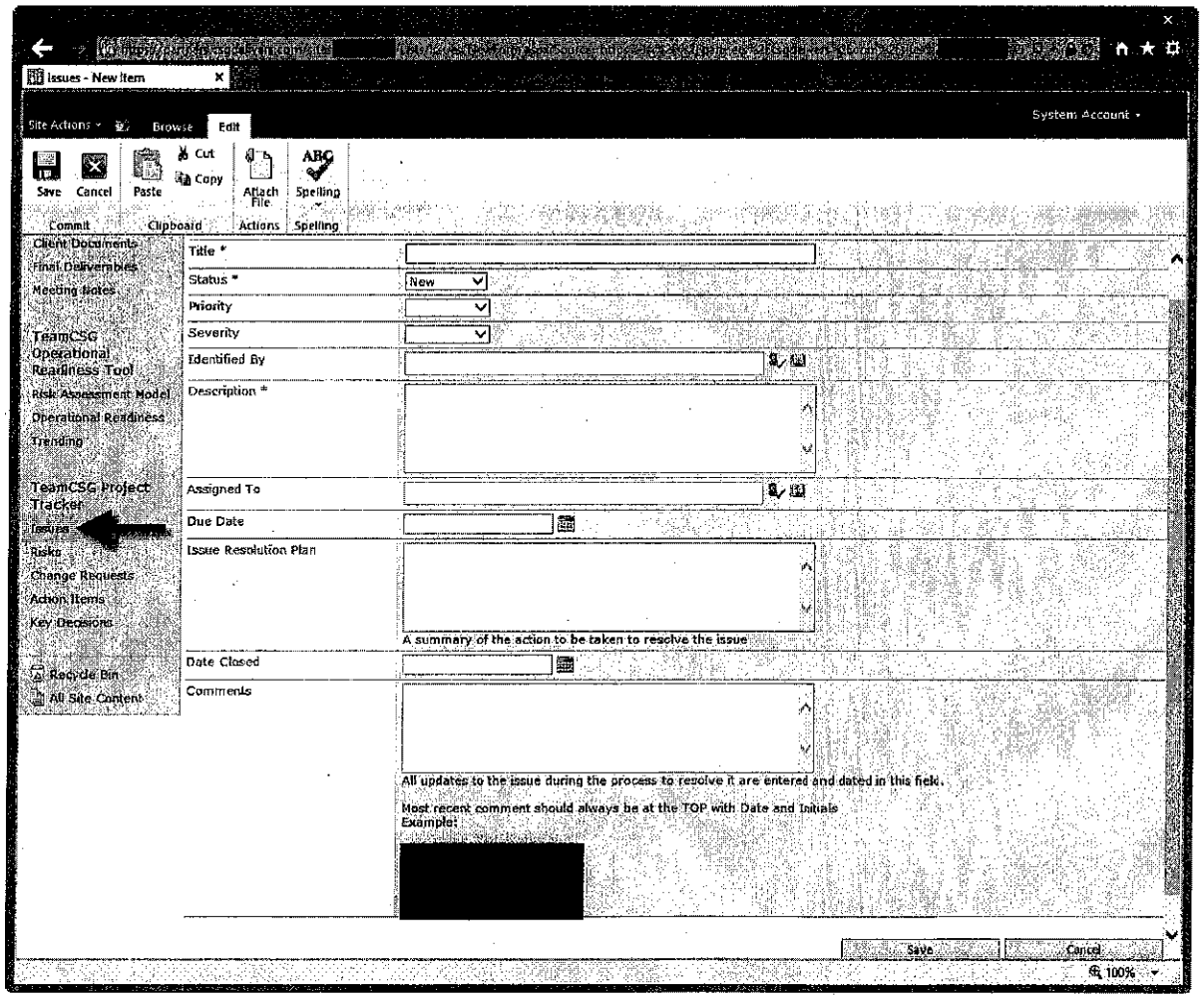

Figure 6: *TeamCSG℠ Project Tracker* Issue Form

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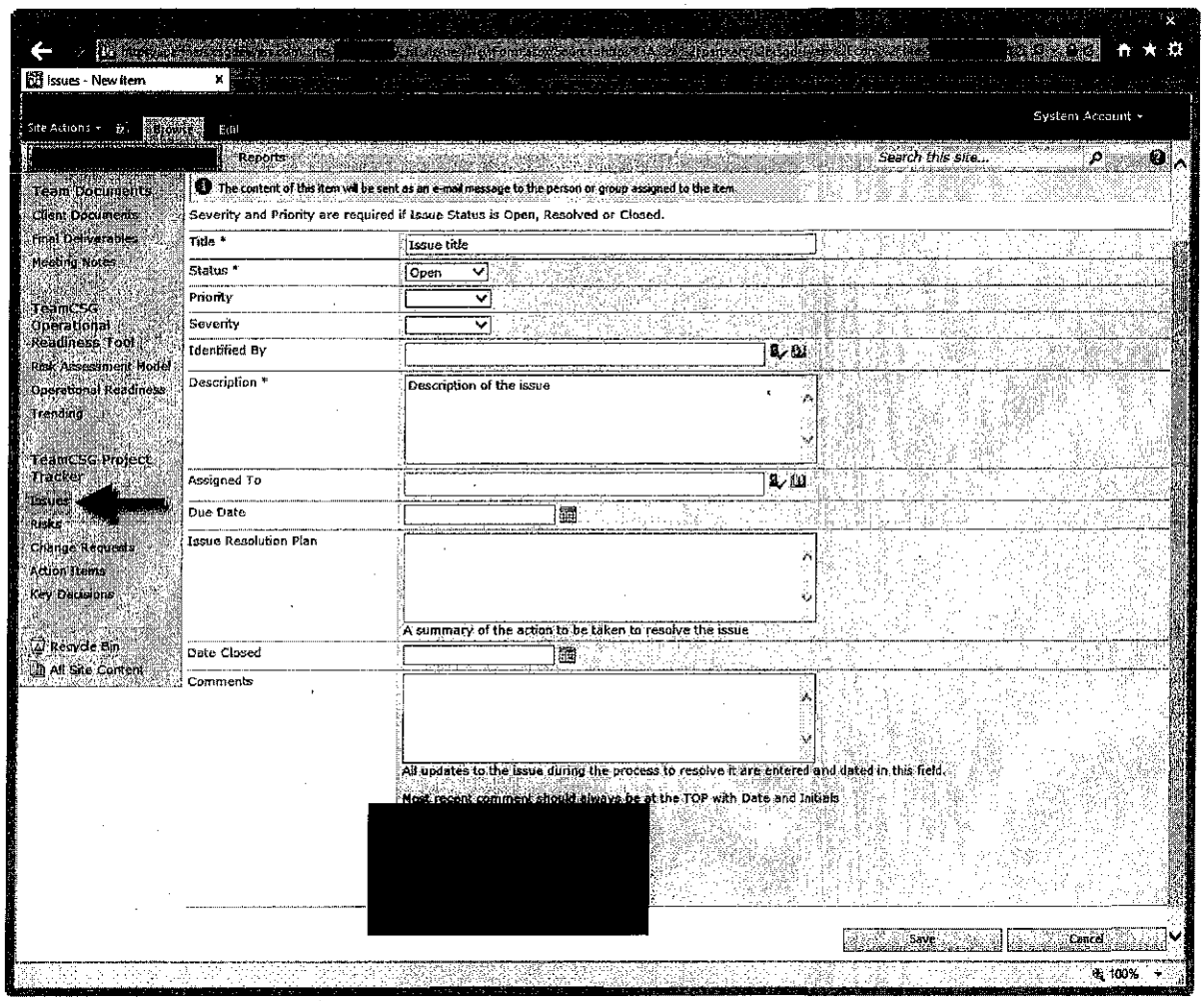

Figure 7: *TeamCSG℠ Project Tracker* Issue Form: Severity and Priority Required When Status is Open, Resolved, or Closed

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Table 12: *TeamCSG℠ Project Tracker* Issue Form Definitions

Field	Description
Title	Name of the issue
Status	➢ **New:** When an issue is entered for the first time into Tracker, the person entering selects the Status as "New". ➢ **Open:** When an Issue Owner is assigned, the Project Manager changes the issue status to "Open". ➢ **Resolved:** When the Issue Owner believes the appropriate action has occurred to address an issue, the Issue Owner changes the status from "Open" to "Resolved". ➢ **Closed:** The Project Manager reviews all "Resolved" issues and determines whether the issue is "Closed". ➢ **Duplicate:** The Project Manager reviews all issues and determines if an issue has been entered twice and should be marked a "Duplicate". ➢ **Deferred:** The Project Manager reviews the issues and determines whether the issue should be "Deferred" to another time for action.
Priority	➢ High (3): Issue needs to be resolved immediately. ➢ Medium (2): Issue needs to be resolved but can be scheduled into the Project Work Plan in the near future. ➢ Low (1): Issue does not need to be immediately resolved and can wait to be included in the Project Work Plan as convenient.
Severity	➢ **High (3):** Major impact to the project. The consequences would threaten the project implementation and would require management intervention at the highest level. ➢ **Medium (2):** Average impact to the project. The consequences would not threaten the project implementation but would mean the scope would be subject to significant review and possible amendment. Senior management intervention is required. ➢ **Low (1):** Minor impact to the project. The consequences would threaten the efficiency or effectiveness of some aspects of the project. Management intervention is possible.
Overall Issue Ranking - IR (calculated field on Issue Report and View but not in Issue Form)	Overall Issue Ranking is calculated from multiplying the Priority and Severity fields to obtain a total. ➢ High = IR ≥ 6 ➢ Medium = 3 ≤ IR < 6 ➢ Low = IR < 3
Identified By	Name of the person who identified the issue (Issue Identifier)
Description	Narrative description of the issue
Assigned To	Name of the person who owns the issue (Issue Owner)
Due Date	Date by when the issue needs to be completed

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Field	Description
Issue Resolution Plan	➢ A summary of the action to take for resolution ➢ Assigned action item owners ➢ The resources needed, activities involved, and impact of the actions ➢ Supporting documents attached ➢ Any additional information that needs to be included for context or reference
Date Closed	Date the issue is closed
Comments	All updates to the issue during the process to resolve it are entered and dated in the "Comments" field with the newest on top.
Save	Submits the issue to the database
Cancel	Clears all entered data and does not save to the database

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15.2 Risks

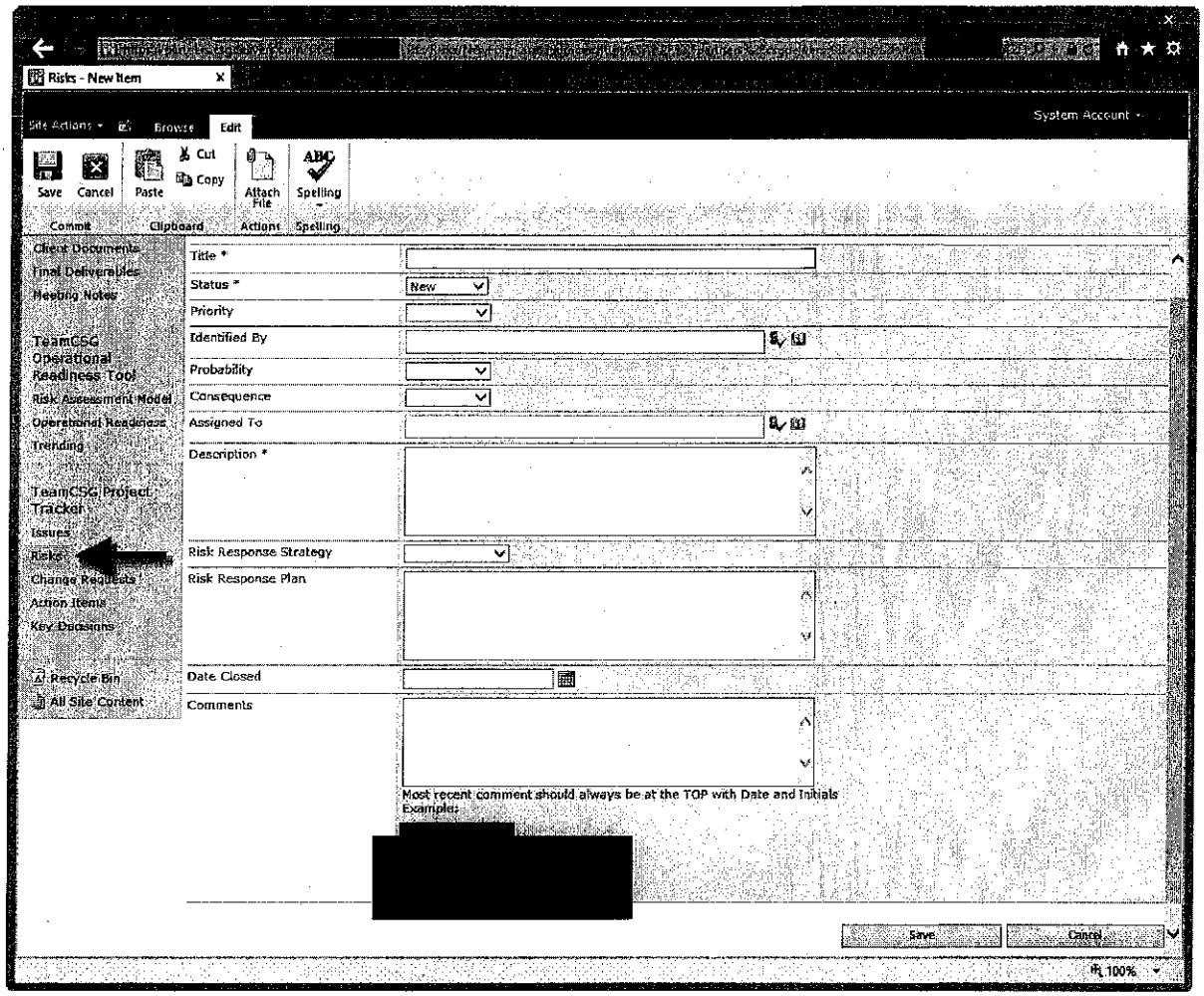

Figure 8: ***TeamCSG℠ Project Tracker*** **Risk Form**

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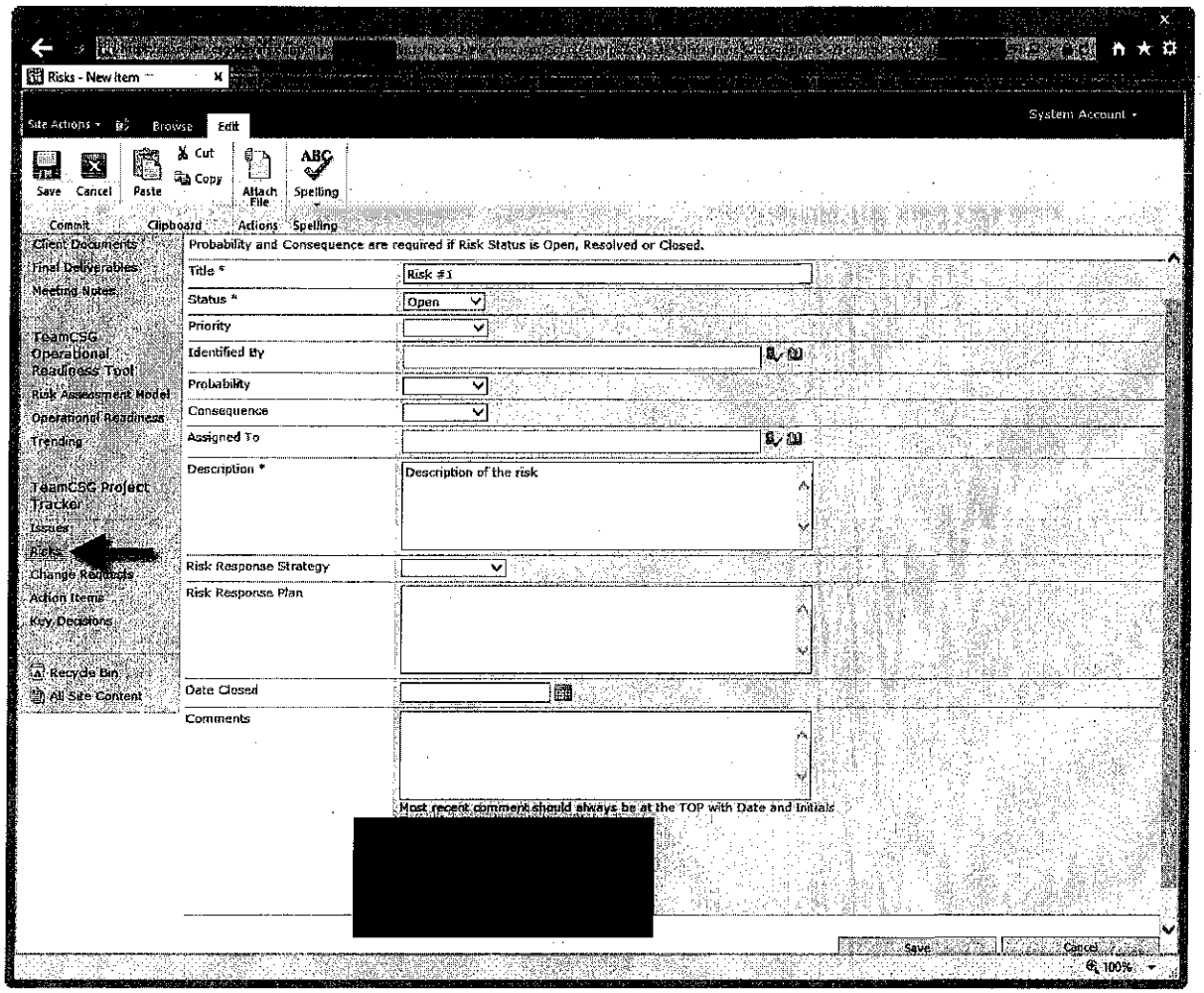

Figure 9: *TeamCSG℠ Project Tracker* Risk Form: Probability and Consequence Required When Status is Open, Resolved, or Closed

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Table 13: *TeamCSG℠ Project Tracker* Risk Form Definitions

Field	Description
Title	Name of the risk
Status	➢ **New:** When a risk is entered for the first time into Tracker, the person entering selects the Status as "New". ➢ **Open:** When a Risk Owner is assigned, the Project Manager changes the risk status to "Open". ➢ **Resolved:** When the Risk Owner believes the appropriate action has occurred to address a risk, the Risk Owner changes the status from "Open" to "Resolved". ➢ **Closed:** The Project Manager reviews all "Resolved" risks and determines whether the risk is "Closed". ➢ **Duplicate:** The Project Manager reviews all risks and determines if a risk has been entered twice and should be marked a "Duplicate". ➢ **Deferred:** The Project Manager reviews the risks and determines whether the risk should be "Deferred" to another time for action.
Priority	➢ **High (3):** Risk Response Strategy and Risk Response Plan need to be implemented immediately and included in the Project Work Plan and tracked closely. ➢ **Medium (2):** Risk Response Strategy and Risk Response Plan need to be planned into the Project Work Plan for monitoring. ➢ **Low (1):** Risk Response Strategy and Risk Response Plan are not needed. Risk needs to be monitored for a change in priority.
Identified By	Name of the person who identified the risk (Risk Identifier)
Probability	➢ **High (3):** Risk will occur or is highly likely (e.g., >65% chance) ➢ **Medium (2):** Risk is somewhat likely to occur (e.g., >35 - <65% chance) ➢ **Low (1):** Unlikely the risk will occur (e.g., <35% chance)
Consequence	➢ **High (3):** Major impact to the project. The consequences would threaten operations and would require senior management intervention at the highest level. ➢ **Medium (2):** Average impact to the project. The consequences would not threaten operations but would mean the scope would be subject to significant review and possible amendment. Senior management intervention may be required. ➢ **Low (1):** Minor impact to the project. The consequences would threaten the efficiency or effectiveness of some aspects of the project. Management intervention is likely.
Overall Risk Ranking-RR (calculated field on Risk Report and view but not in Risk Form)	Overall Risk Ranking is calculated from multiplying the Probability and Consequence fields to obtain a total: ➢ High = RR ≥ 6 ➢ Medium = 3 ≤ RR < 6 ➢ Low = RR < 3

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Field	Description
Assigned To	Name of the person who owns the risk (Risk Owner)
Description	Narrative description of the risk
Risk Response Strategy	➢ **Mitigation:** Deciding to lessen the probability the risk will occur or lessening the impact if the risk does occur. ➢ **Transference:** Shifting some or all of the negative impact of a threat, along with ownership of the risk, to a third party. ➢ **Avoidance:** Changing the Project Work Plan to eliminate the threat of a specific risk event, if possible. ➢ **Acceptance:** Agreeing to accept the consequences and impact of a risk occurrence.
Risk Response Plan	➢ Trigger (i.e. when should the plan be implemented) ➢ Actions to be taken ➢ Cost ➢ Timeline ➢ Resources needed ➢ Expected impact of the actions
Date Closed	Date the risk is closed
Comments	Any additional comments that need to be included for context or reference
Save	Submits the risk to the database
Cancel	Clears all entered data and does not save to the database

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15.3 Change Requests

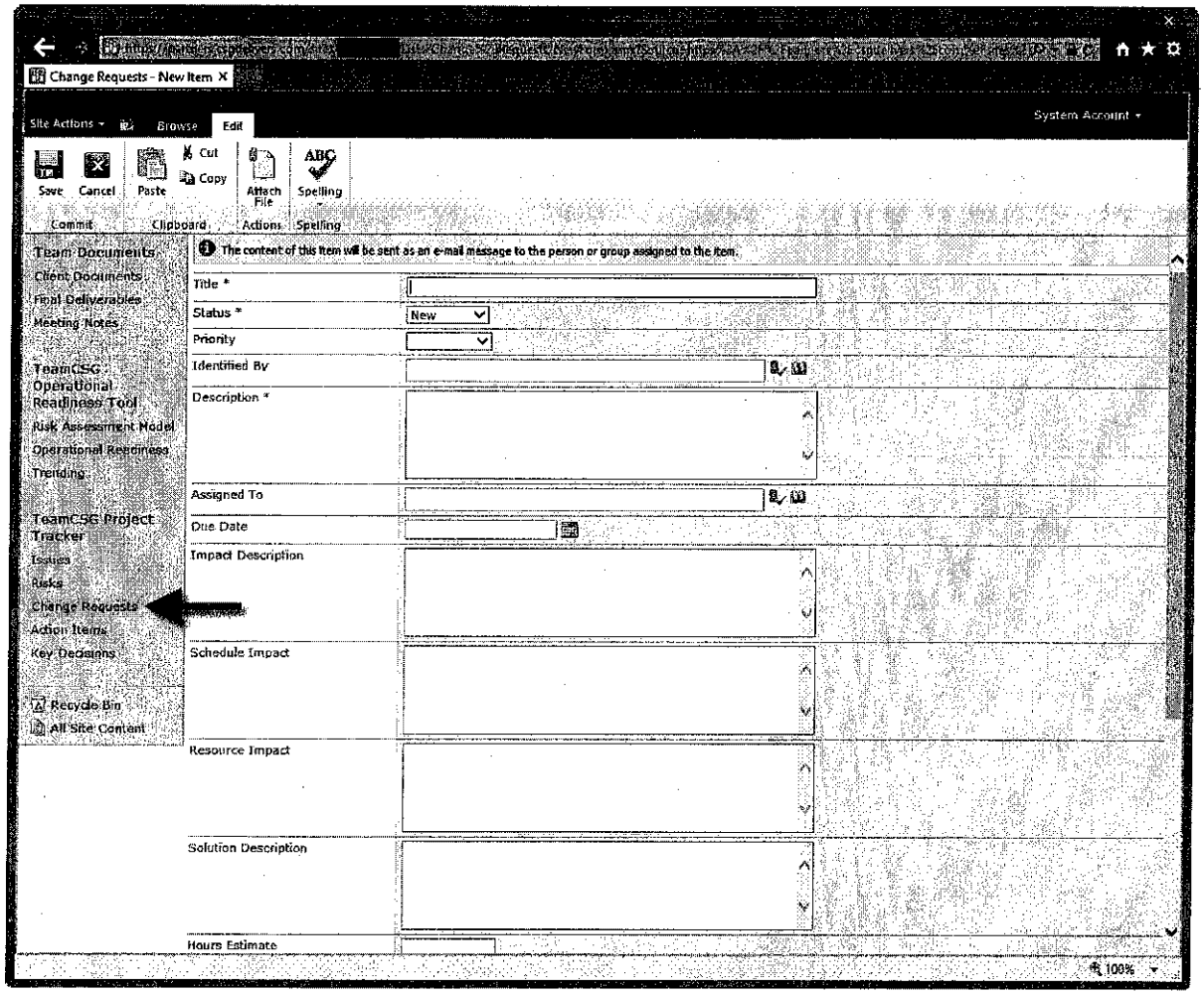

Figure 10: ***TeamCSG℠ Project Tracker*** **Change Request Form**

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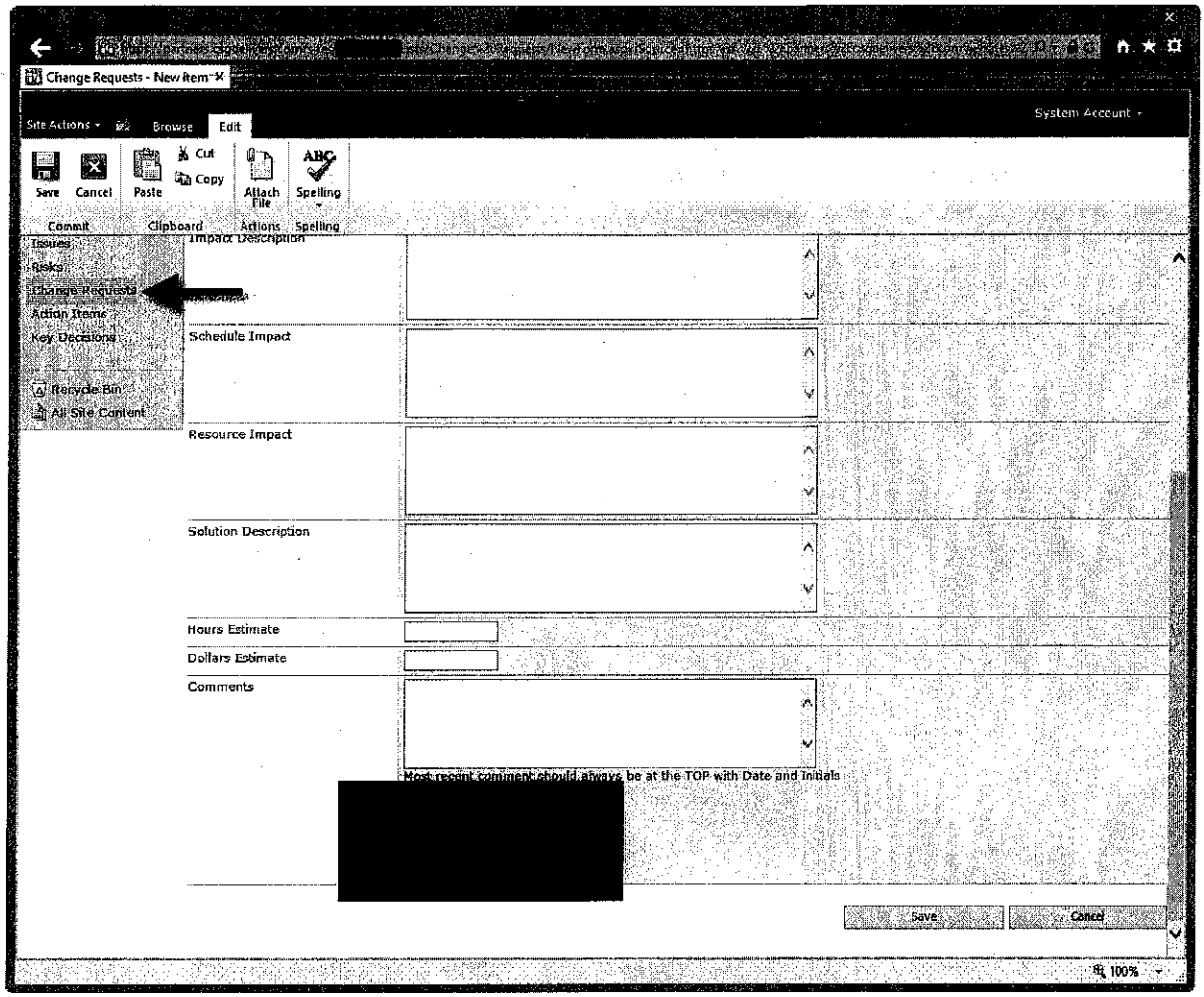

Figure 11: *TeamCSG℠ Project Tracker* Change Request Form – Cont.

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Table 14: *TeamCSG℠ Project Tracker* Change Request Form Definitions

Field	Description
Title	Name of the change request
Status	➢ **New:** When a change request is entered for the first time into Tracker, the person entering selects the Status as "New". ➢ **Open:** When a Change Owner is assigned, the Project Manager changes the change request status to "Open". ➢ **Resolved:** When the Change Owner believes the appropriate action has occurred to address a change request, the Change Owner changes the status from "Open" to "Resolved". ➢ **Closed:** The Project Manager reviews all "Resolved" change requests and determines whether the change request is "Closed". ➢ **Duplicate:** The Project Manager reviews all change requests and determines if a change request has been entered twice and should be marked a "Duplicate". ➢ **Deferred:** The Project Manager reviews the change request and determines whether the change request should be "Deferred" to another time for action.
Priority	➢ **High (3):** The change is due to an operational requirement, there is no workaround, and it must be completed within about one month. ➢ **Medium (2):** The change is due to an operational requirement, there is a work around, and it can be completed in about one year. ➢ **Low (1):** The change is due to continuous improvements and can be completed when it can be fit in (i.e., could be longer than one year).
Identified By	Name of the person who identified the change request (Change Identifier)
Description	Detailed description of requested change, including: What? Why? Number of end users affected? Interfaces involved? Other system areas impacted?
Assigned To	Name of change request owner (Change Owner)
Due Date	Date by when the change request needs to be completed
Impact Description	Impact of implementing or not implementing the change
Schedule Impact	Project Work Plan changes required
Resource Impact	Resource assignments, additional resources required, etc.
Solution Description	Proposed method of implementing the solution
Hours Estimate	Hours estimated to complete the change requested (document may be attached to change request)
Dollars Estimate	Dollar value assigned (document may be attached to change request)
Comments	Any additional comments that need to be included for context or reference
Save	Submits the change request to the database
Cancel	Clears all entered data and does not save to the database

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15.4 Action Items

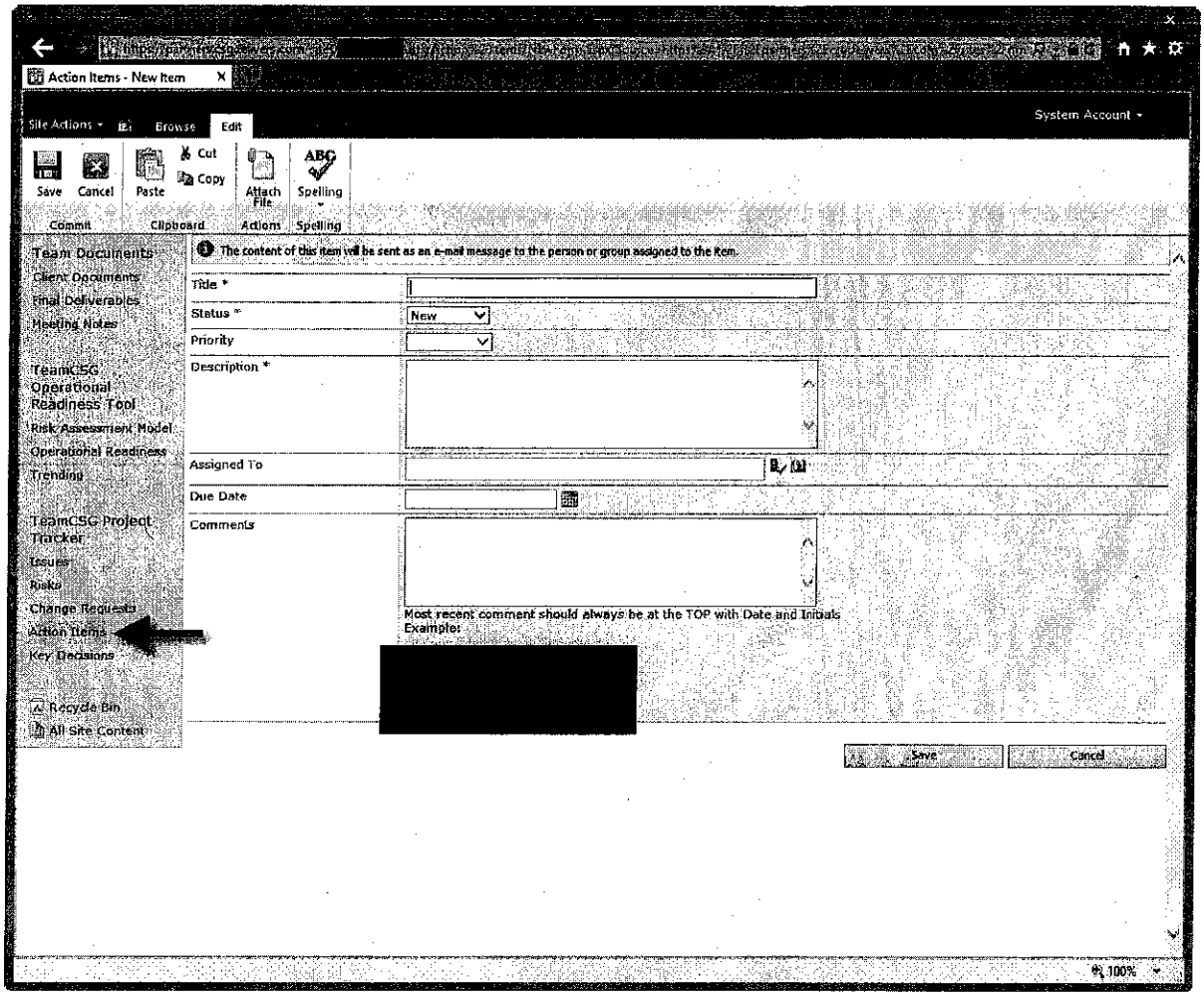

Figure 12: ***TeamCSG℠ Project Tracker*** **Action Item Form**

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Table 15: *TeamCSG℠ Project Tracker* Action Item Form Definitions

Field	Description
Title	Name of the action item
Status	➢ **New:** When an action item is entered for the first time into Tracker, the person entering selects the Status as "New". ➢ **Open:** When an action item is assigned, the Project Manager changes the action item status to "Open". ➢ **Resolved:** When the action item owner believes the appropriate action has occurred to address the action item, the action item owner changes the status from "Open" to "Resolved". ➢ **Closed:** The Project Manager reviews all "Resolved" action items and determines whether the action item is "Closed". ➢ **Duplicate:** The Project Manager reviews all action items and determines if an action item has been entered twice and should be marked a "Duplicate". ➢ **Deferred:** The Project Manager reviews the action item and determines whether the action item should be "Deferred" to another time for action.
Priority	➢ **High (3):** Major impact to the project, phase, or task ➢ **Medium (2):** Average impact to the project, phase, or task ➢ **Low (1):** Minor impact to the project, phase, or task
Description	Narrative description of the action item
Assigned To	Name of the person who owns the action item (Action Item Owner)
Due Date	Date by when the action item needs to be completed
Comments	Any additional comments that need to be included for context or reference
Save	Submits the action item to the database
Cancel	Clears all entered data and does not save to the database

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15.5 Key Decisions

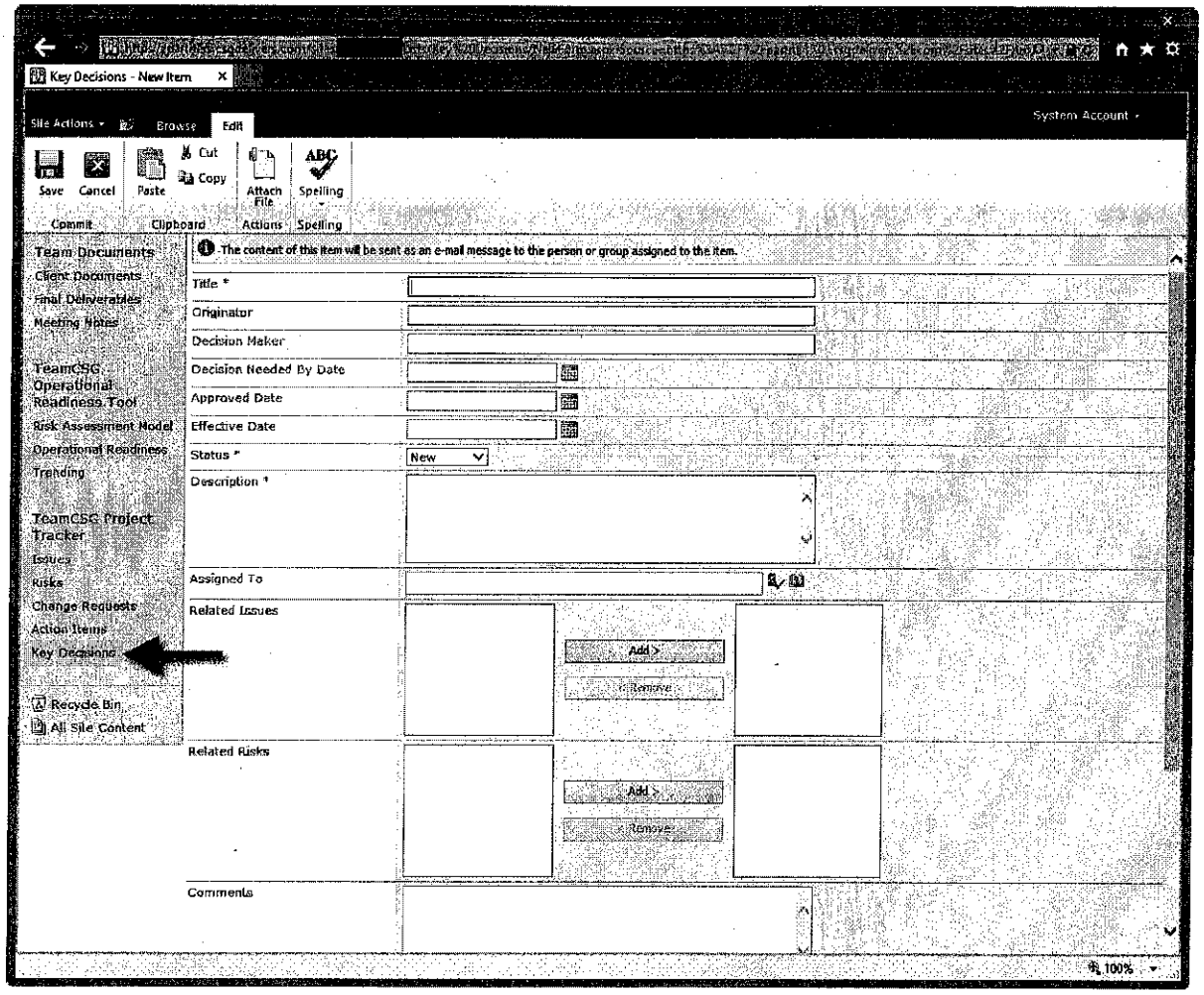

Figure 13: ***TeamCSG℠ Project Tracker*** **Key Decisions Form**

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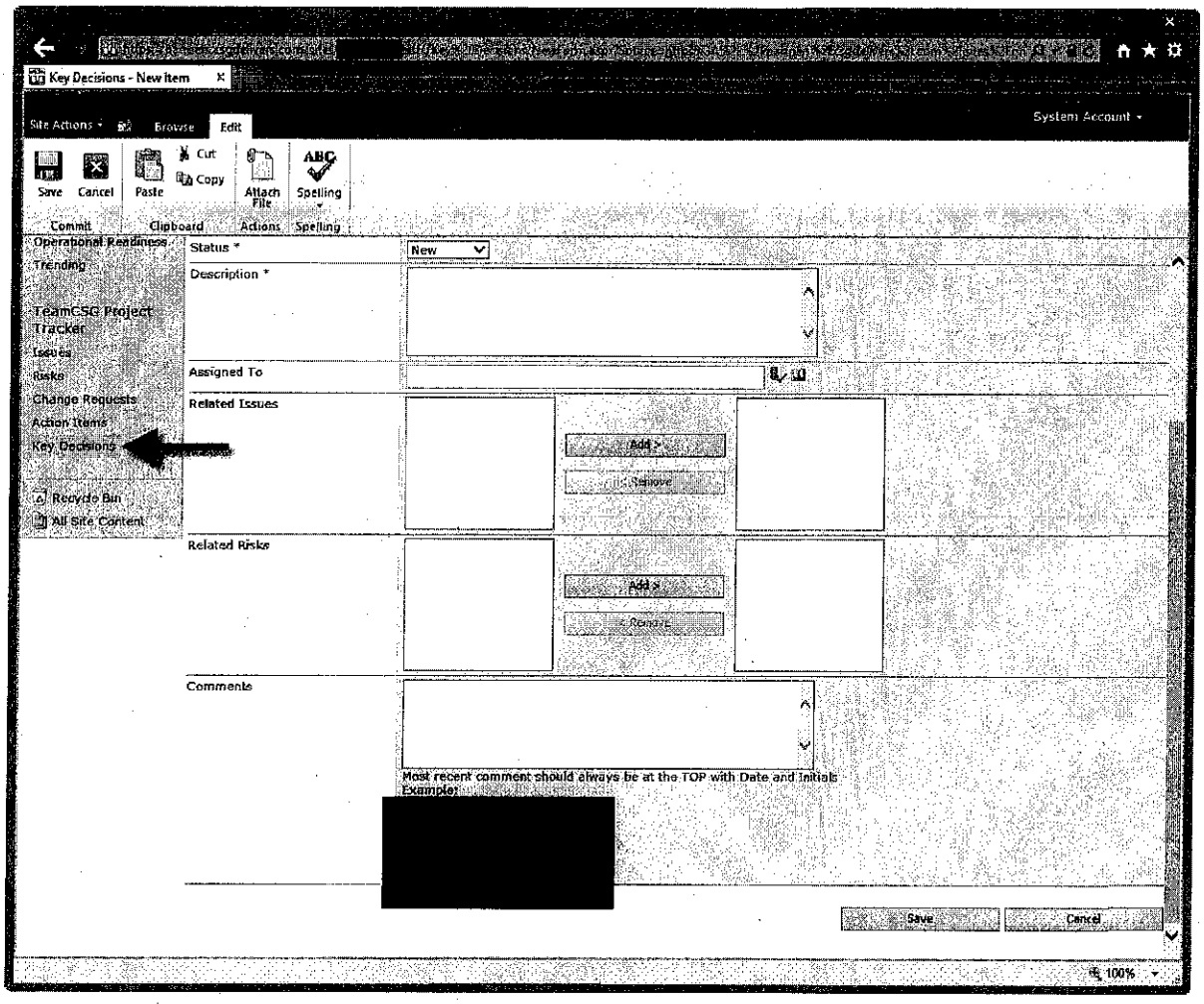

Figure 14: *TeamCSG℠ Project Tracker* Key Decisions Form – Cont.

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Table 16: *TeamCSG℠ Project Tracker* Key Decisions Form Definitions

Field	Description
Title	Name of the key decision
Originator	Individual who identified the key decision needed
Decision Maker	The individual who made the decision
Decision Needed By Date	The date the decision is needed (so as not to impact the Project Work Plan)
Approved Date	The date the key decision was made and approved
Effective Date	The date on which the key decision is effective. It may be the date the decision was approved, or it may be at some future date.
Status	➢ **New:** When a key decision item is entered for the first time into Tracker, the person entering selects the Status as "New" ➢ **Open:** When a key decision item is assigned, the Project Manager changes the action item status to "Open" ➢ **Resolved:** When the key decision owner believes the appropriate action has occurred to implement the key decision, the key decision owner changes the status from "Open" to "Resolved" ➢ **Closed:** The Project Manager reviews all "Resolved" key decisions and determines whether the key decision is "Closed" ➢ **Duplicate:** The Project Manager reviews all key decisions and determines if a key decision has been entered twice and should be marked a "Duplicate" ➢ **Deferred:** The Project Manager reviews the key decision and determines whether the key decision should be "Deferred" to another time for implementation
Description	Narrative description of the key decision
Assigned to	Name of the person who is assigned the key decision to ensure it is implemented
Related Issues	Related issues recorded in Project Tracker can be selected to be connected to the key decision.
Related Risks	Related risks recorded in Project Tracker can be selected to be connected to the key decision
Comments	Any additional comments that need to be included for context or reference
Save	Submits the key decision to the database
Cancel	Clears all entered data and does not save to the database

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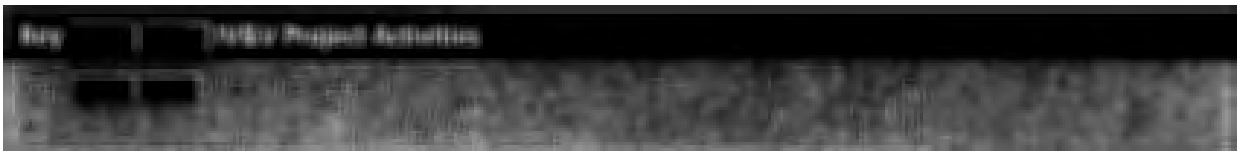
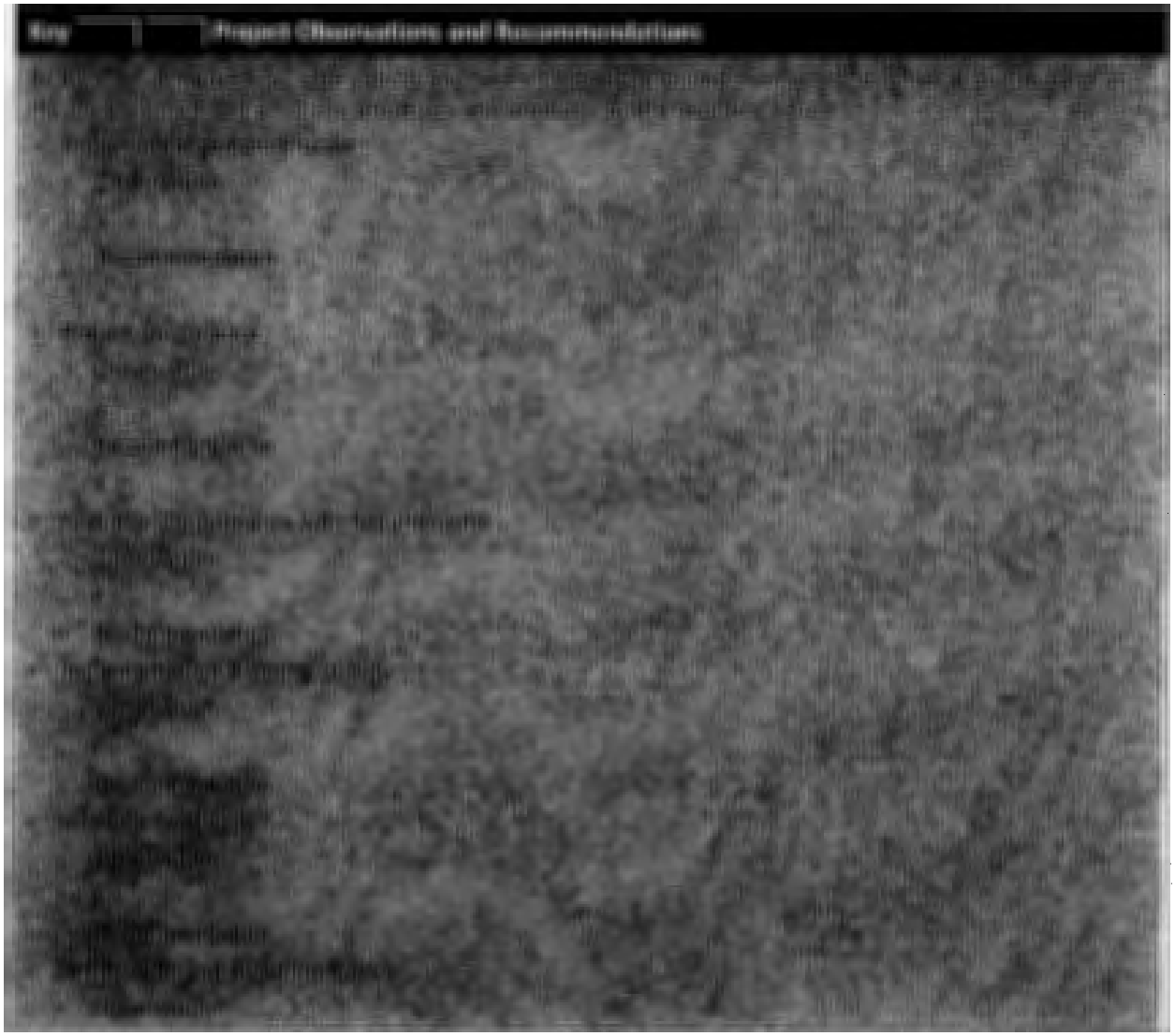
APPENDIX B – PROJECT STATUS REPORT TEMPLATE

Project Name: [redacted] IV&V Project	
Project Start Date: <MM/DD/YYYY	Project End Date: <MM/DD/YYYY
Reporting Period: <MM/DD/YYYY - MM/DD/YYYY>	[redacted]





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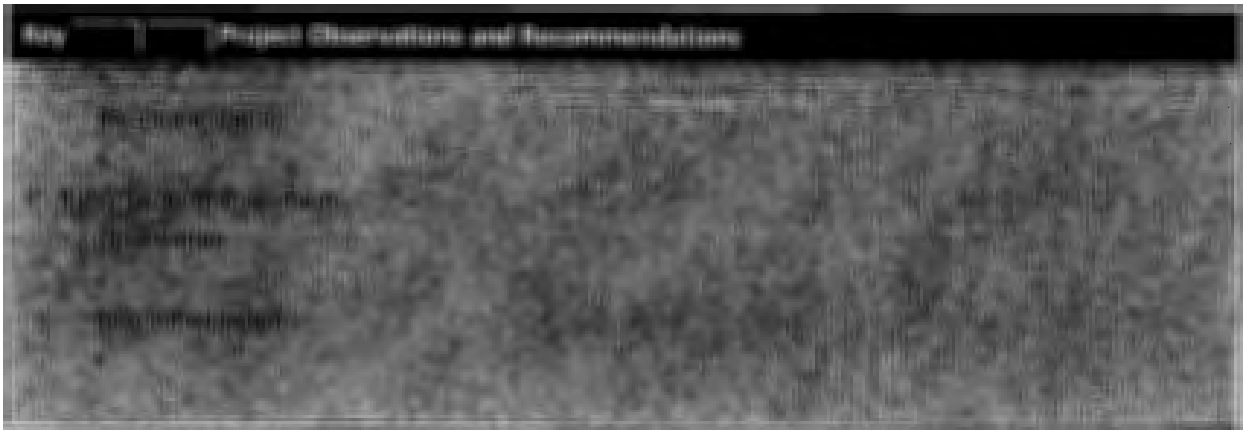

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New and Updated Observations and Recommendations

ID #	Standard Category	Dashboard Category	Title	Observations	Recommendations	Risk Rank
						Medium
						Medium

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Summary of [redacted] IV&V Activities

Activities Completed Last Week
1.
2.
3.

Activities Planned for Next Week
1.
2.
3.
4.

[redacted] IV&V Deliverable Status

Deliverable Name	Planned Start	Planned Submit	Actual Submit	Approval Date	Status

* **Status:** Not Started, In Process, Submitted, Approved

Events Planning

Planned Event Description	Dates	Status	Owner
1.			
2.			

New/Updated [redacted] IV&V Project Issues:

Issue Description	Severity (H, M, L)	Priority (H, M, L)	Issue Resolution Plan	Owner

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Issue Description	Severity (H, M, L)	Priority (H, M, L)	Issue Resolution Plan	Owner

New/Updated [redacted] IV&V Project Risks

Risk Category	Risk Description	Probability (H, M, L)	Consequence (H, M, L)	Risk Response Plan	Owner

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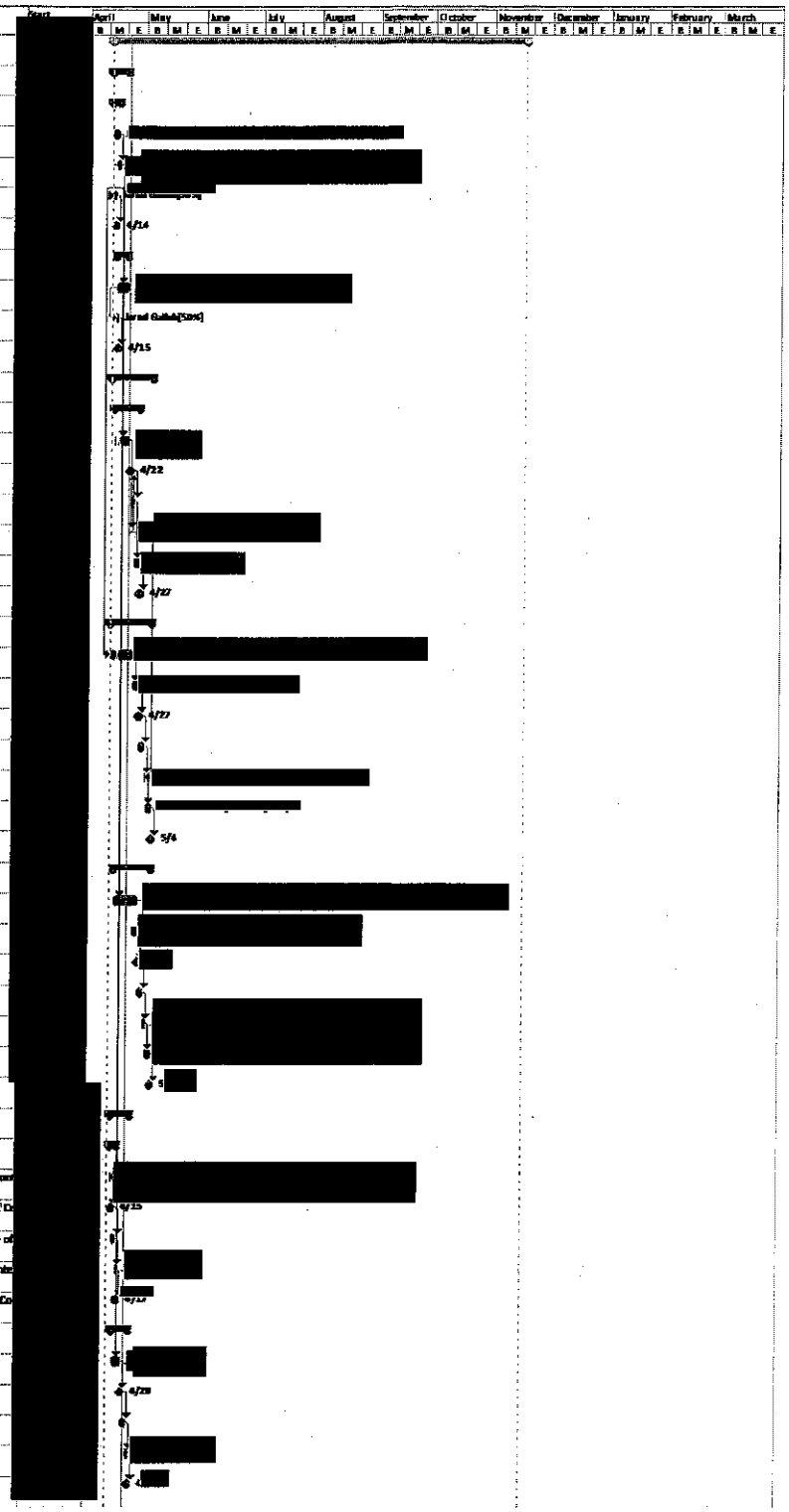
APPENDIX C – PROJECT SCHEDULE

The Initial project schedule is presented below:

ID	WBS	Task Name
0	0	[redacted]
1	1	Project Initiation
2	1.1	Kick Off Meeting
3	1.1.1	Prepare: Kick Off Meeting Materials
4	1.1.2	Conduct: Kick Off Meeting
5	1.1.3	Document: Kick Off Meeting Summary
6	1.1.4	Completed: Kick Off Meeting
7	1.2	Stakeholder Interview Preparation
8	1.2.1	Develop: Participant Lists and Questionnaire
9	1.2.2	Schedule: Current/Future State Work Sessions with State
10	1.2.3	Distributed: Questionnaire for Work Sessions with State
11	2	Project Planning
12	2.1	Project Schedule
13	2.1.1	Develop: Project Schedule
14	2.1.2	Submitted: Project Schedule
15	2.1.3	State Review: Project Schedule
16	2.1.4	Walkthrough: Project Schedule
17	2.1.5	Revise: Project Schedule
18	2.1.6	Approved: Project Schedule
19	2.2	Project Management Plan
20	2.2.1	Develop: Project Management Plan
21	2.2.2	Internal Review: Project Management Plan
22	2.2.3	Submittedk: Project Management Plan
23	2.2.4	State Review: Project Management Plan
24	2.2.5	Walkthrough: Project Management Plan
25	2.2.6	Revise: Project Management Plan
26	2.2.7	Approved: Project Management Plan
27	2.3	IV&V Review Checklist
28	2.3.1	Develop: IV&V Review Checklist
29	2.3.2	Internal Review: IV&V Review Checklist
30	2.3.3	Submitted: IV&V Review Checklist
31	2.3.4	State Review: IV&V Review Checklist
32	2.3.5	Walkthrough With State: IV&V Review Checklist
33	2.3.6	Revise: IV&V Review Checklist
34	2.3.7	Approved: IV&V Review Checklist
35	2.4	Deliverable Expectation Documents (DEDs) and Templates
36	2.4.1	Initial (Pre-Operational) Review Report Table of Contents
37	2.4.1.1	Develop: Initial (Pre-Operational) Review Report Table of Con
38	2.4.1.2	Submitted: Initial (Pre-Operational) Review Report Table of C
39	2.4.1.3	State Review: Initial (Pre-Operational) Review Report Table of
40	2.4.1.4	Revise: Initial (Pre-Operational) Review Report Table of Conte
41	2.4.1.5	Approved: Initial (Pre-Operational) Review Report Table of Co
42	2.4.2	Bi-Weekly Status Report Template
43	2.4.2.1	Develop: Bi-Weekly Status Report Template
44	2.4.2.2	Submitted: Bi-Weekly Status Report Template
45	2.4.2.3	State Review: Bi-Weekly Status Report Template
46	2.4.2.4	Revise: Bi-Weekly Status Report Template
47	2.4.2.5	Approved: Bi-Weekly Status Report Template



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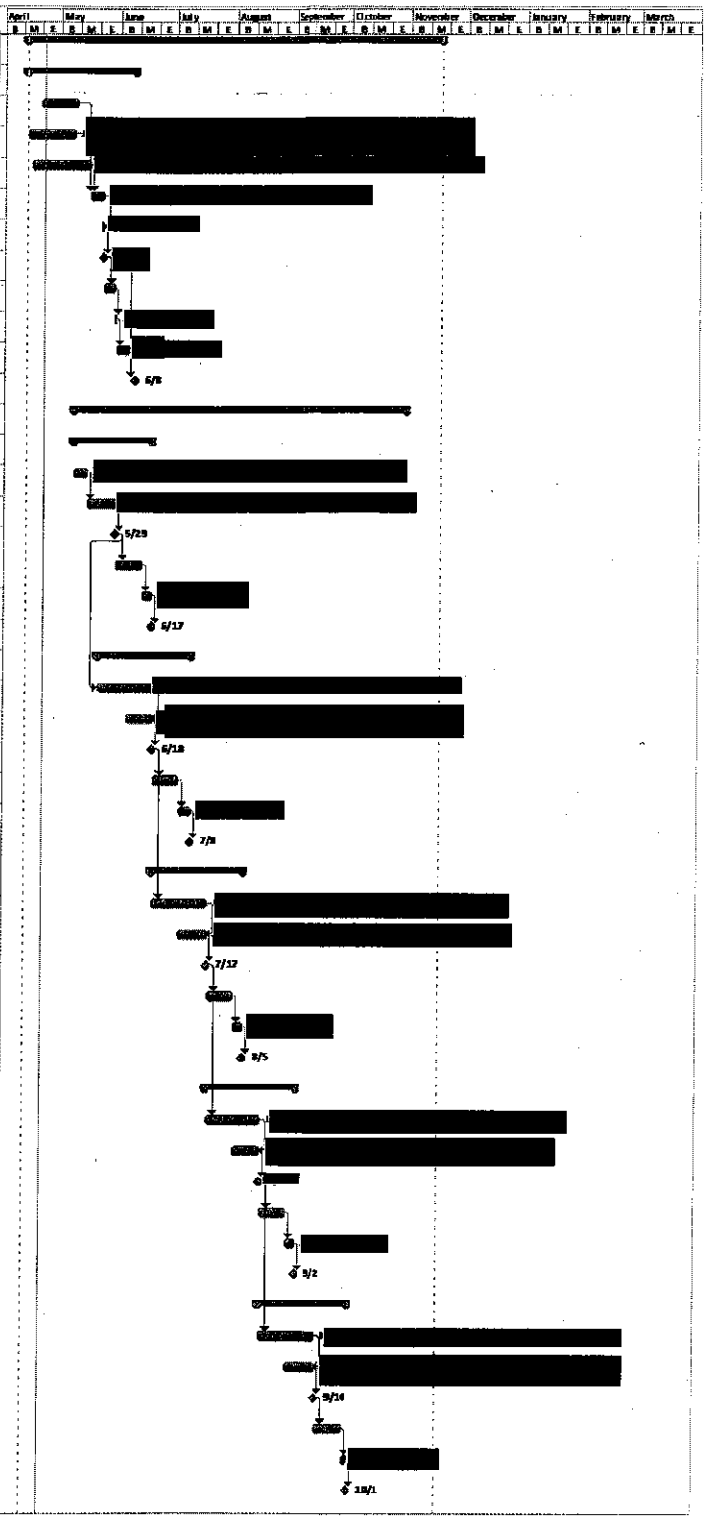
ID	WBS	Task Name	Start
48	3	Project Execution	[redacted]
49	3.1	Initial (Pre-Operational) IV&V Review Report	
50	3.1.1	Prepare and Conduct: Initial (Pre-Operational) Interviews	
51	3.1.2	Documentation Review: Initial (Pre-Operational) IV&V Review R	
52	3.1.3	Meeting Observation: Initial (Pre-Operational) IV&V Review Rep	
53	3.1.4	Develop: Initial (Pre-Operational) Review Report	
54	3.1.5	Internal Review: Initial (Pre-Operational) Review Report	
55	3.1.6	Submitted: Initial (Pre-Operational) Review Report	
56	3.1.7	State Review: Initial (Pre-Operational) Review Report	
57	3.1.8	Walkthrough: Initial (Pre-Operational) Review Report	
58	3.1.9	Revise: Initial (Pre-Operational) Review Report	
59	3.1.10	Approved: Initial (Pre-Operational) Review Report	
60	3.2	Monthly IV&V Reports	
61	3.2.1	IV&V Report #1	
62	3.2.1.1	Documentation Review, Attending Meetings, and Other Information Gathering: IV&V Report #1	
63	3.2.1.2	Prepare: IV&V Report #1	
64	3.2.1.3	Submitted: IV&V Report #1	
65	3.2.1.4	State Review: IV&V Report #1	
66	3.2.1.5	Revise: IV&V Report #1	
67	3.2.1.6	Approved: IV&V Report #1	
68	3.2.2	IV&V Report #2	
69	3.2.2.1	Documentation Review, Attending Meetings, and Other Information Gathering: IV&V Report #2	
70	3.2.2.2	Prepare: IV&V Report #2	
71	3.2.2.3	Submitted: IV&V Report #2	
72	3.2.2.4	State Review: IV&V Report #2	
73	3.2.2.5	Revise: IV&V Report #2	
74	3.2.2.6	Approved: IV&V Report #2	
75	3.2.3	IV&V Report #3	
76	3.2.3.1	Documentation Review, Attending Meetings, and Other Inform	
77	3.2.3.2	Prepare: IV&V Report #3	
78	3.2.3.3	Submitted: IV&V Report #3	
79	3.2.3.4	State Review: IV&V Report #3	
80	3.2.3.5	Revise: IV&V Report #3	
81	3.2.3.6	Approved: IV&V Report #3	
82	3.2.4	IV&V Report #4	
83	3.2.4.1	Documentation Review, Attending Meetings, and Other Inform	
84	3.2.4.2	Prepare: IV&V Report #4	
85	3.2.4.3	Submitted: IV&V Report #4	
86	3.2.4.4	State Review: IV&V Report #4	
87	3.2.4.5	Revise: IV&V Report #4	
88	3.2.4.6	Approved: IV&V Report #4	
89	3.2.5	IV&V Report #5	
90	3.2.5.1	Documentation Review, Attending Meetings, and Other Inform	
91	3.2.5.2	Prepare: IV&V Report #5	
92	3.2.5.3	Submitted: IV&V Report #5	
93	3.2.5.4	State Review: IV&V Report #5	
94	3.2.5.5	Revise: IV&V Report #5	
95	3.2.5.6	Approved: IV&V Report #5	



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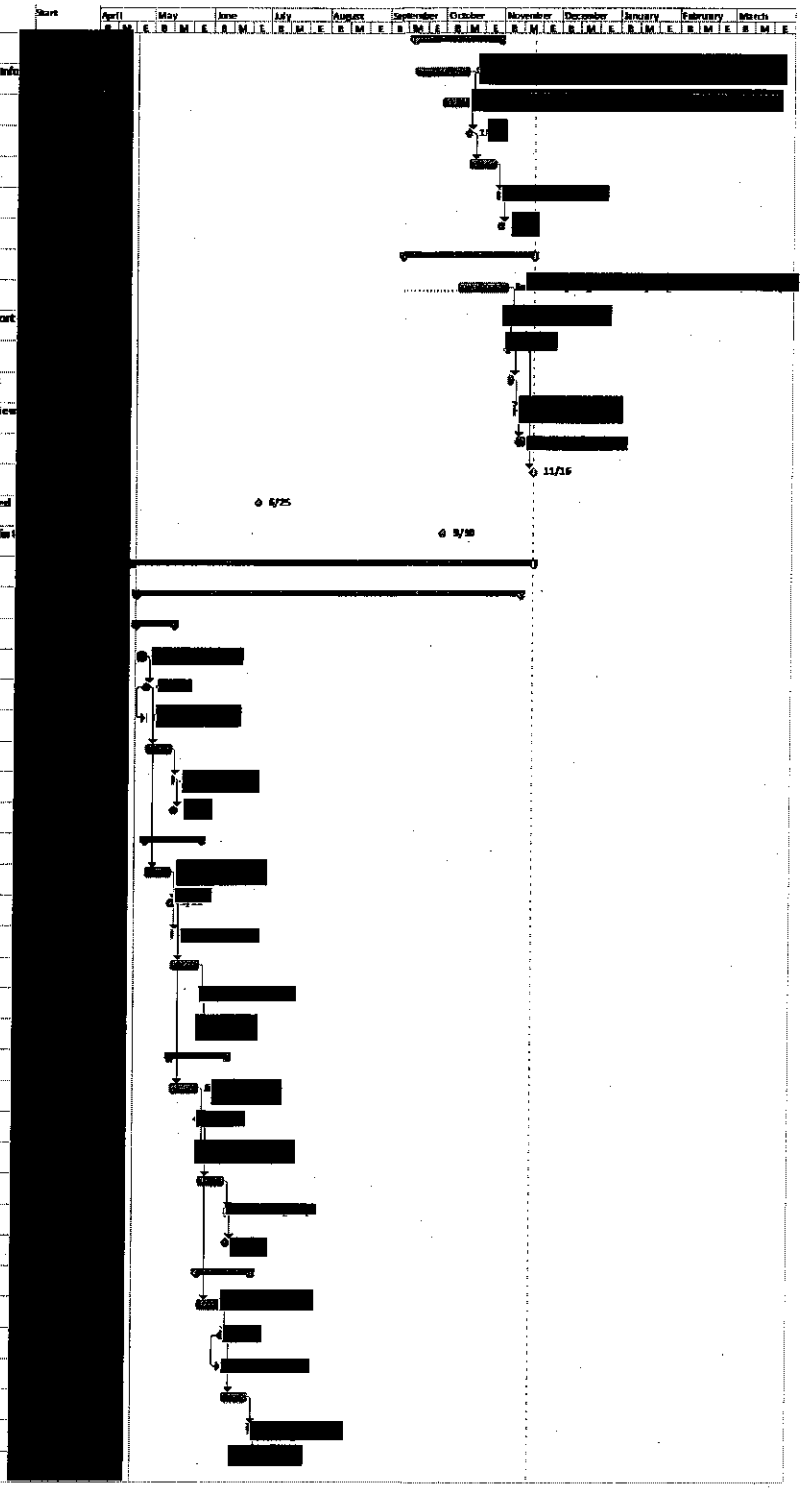
ID	WBS	Task Name
96	3.2.6	IV&V Report #6
97	3.2.6.1	Documentation Review, Attending Meetings, and Other Info
98	3.2.6.2	Prepare: IV&V Report #6
99	3.2.6.3	Submitted: IV&V Report #6
100	3.2.6.4	State Review: IV&V Report #6
101	3.2.6.5	Revise: IV&V Report #6
102	3.2.6.6	Approved: IV&V Report #6
103	3.3	Final (Operational Readiness) IV&V Review Report
104	3.3.1	Develop: Final (Operational Readiness) Review Report
105	3.3.2	Internal Review: Final (Operational Readiness) Review Report
106	3.3.3	Submitted: Final (Operational Readiness) Review Report
107	3.3.4	State Review: Final (Operational Readiness) Review Report
108	3.3.5	Walkthrough With State: Final (Operational Readiness) Review
109	3.3.6	Revise: Final (Operational Readiness) Review Report
110	3.3.7	Approved: Final (Operational Readiness) Review Report
111	3.4	Completion of Development and Testing of Federally Mandated Functionality in the [redacted]
112	3.5	Full Implementation of the Federally Mandated Functionality in t
113	4	Project Monitoring and Control
114	4.1	35-Weekly Status Reports
115	4.1.1	Status Report #1
116	4.1.1.1	Prepare: Status Report #1
117	4.1.1.2	Submitted: Status Report #1
118	4.1.1.3	Hold: Status Report Meeting #1
119	4.1.1.4	State Review: Status Report #1
120	4.1.1.5	Revise: Status Report #1
121	4.1.1.6	Approved: Status Report #1
122	4.1.2	Status Report #2
123	4.1.2.1	Prepare: Status Report #2
124	4.1.2.2	Submitted: Status Report #2
125	4.1.2.3	Hold: Status Report Meeting #1
126	4.1.2.4	State Review: Status Report #2
127	4.1.2.5	Revise: Status Report #2
128	4.1.2.6	Approved: Status Report #2
129	4.1.3	Status Report #3
130	4.1.3.1	Prepare: Status Report #3
131	4.1.3.2	Submitted: Status Report #3
132	4.1.3.3	Hold: Status Report Meeting #1
133	4.1.3.4	State Review: Status Report #3
134	4.1.3.5	Revise: Status Report #3
135	4.1.3.6	Approved: Status Report #3
136	4.1.4	Status Report #4
137	4.1.4.1	Prepare: Status Report #4
138	4.1.4.2	Submitted: Status Report #4
139	4.1.4.3	Hold: Status Report Meeting #1
140	4.1.4.4	State Review: Status Report #4
141	4.1.4.5	Revise: Status Report #4
142	4.1.4.6	Approved: Status Report #4



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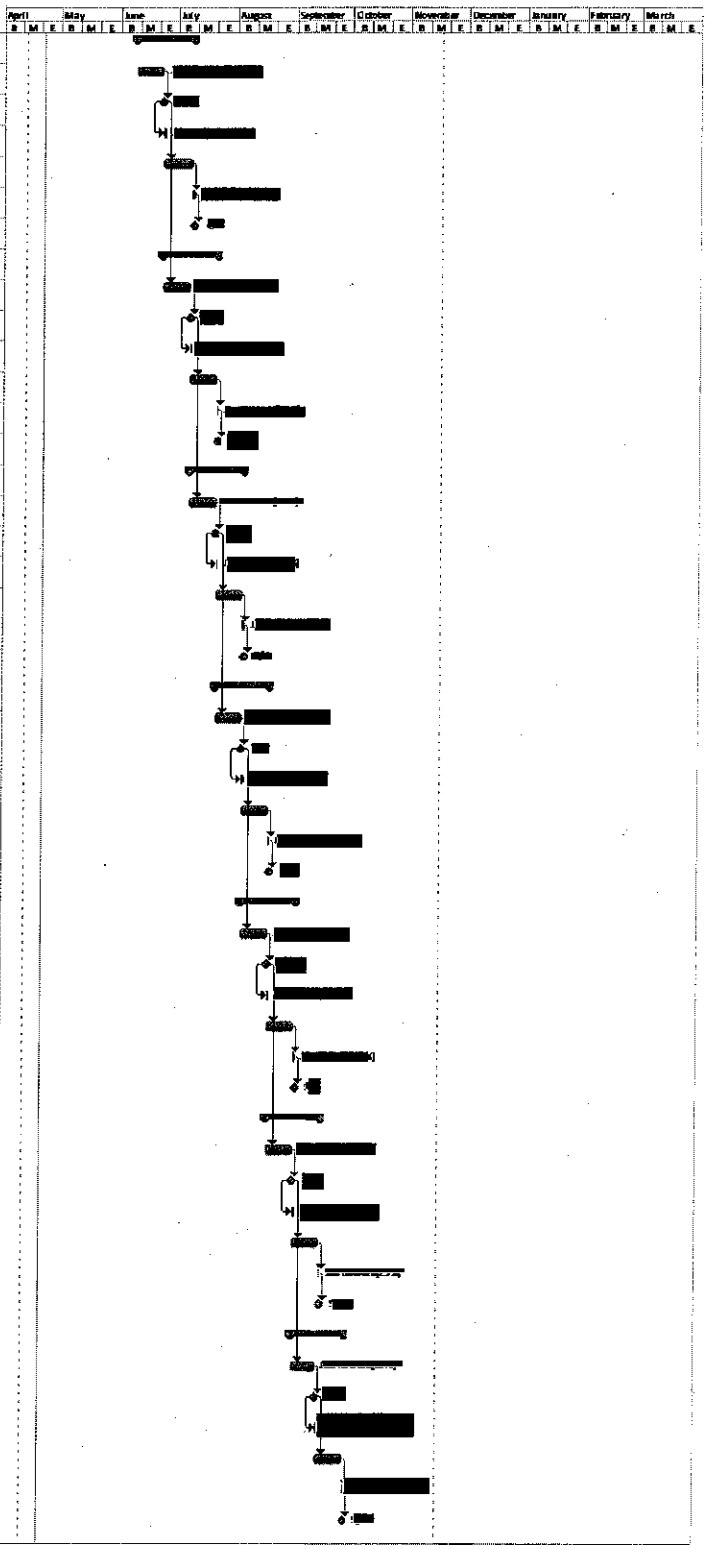
ID	WBS	Task Name
143	4.1.5	Status Report #5
144	4.1.5.1	Prepare: Status Report #5
145	4.1.5.2	Submitted: Status Report #5
146	4.1.5.3	Hold: Status Report Meeting #1
147	4.1.5.4	State Review: Status Report #5
148	4.1.5.5	Revise: Status Report #5
149	4.1.5.6	Approved: Status Report #5
150	4.1.6	Status Report #6
151	4.1.6.1	Prepare: Status Report #6
152	4.1.6.2	Submitted: Status Report #6
153	4.1.6.3	Hold: Status Report Meeting #1
154	4.1.6.4	State Review: Status Report #6
155	4.1.6.5	Revise: Status Report #6
156	4.1.6.6	Approved: Status Report #6
157	4.1.7	Status Report #7
158	4.1.7.1	Prepare: Status Report #7
159	4.1.7.2	Submitted: Status Report #7
160	4.1.7.3	Hold: Status Report Meeting #1
161	4.1.7.4	State Review: Status Report #7
162	4.1.7.5	Revise: Status Report #7
163	4.1.7.6	Approved: Status Report #7
164	4.1.8	Status Report #8
165	4.1.8.1	Prepare: Status Report #8
166	4.1.8.2	Submitted: Status Report #8
167	4.1.8.3	Hold: Status Report Meeting #1
168	4.1.8.4	State Review: Status Report #8
169	4.1.8.5	Revise: Status Report #8
170	4.1.8.6	Approved: Status Report #8
171	4.1.9	Status Report #9
172	4.1.9.1	Prepare: Status Report #9
173	4.1.9.2	Submitted: Status Report #9
174	4.1.9.3	Hold: Status Report Meeting #1
175	4.1.9.4	State Review: Status Report #9
176	4.1.9.5	Revise: Status Report #9
177	4.1.9.6	Approved: Status Report #9
178	4.1.10	Status Report #10
179	4.1.10.1	Prepare: Status Report #10
180	4.1.10.2	Submitted: Status Report #10
181	4.1.10.3	Hold: Status Report Meeting #1
182	4.1.10.4	State Review: Status Report #10
183	4.1.10.5	Revise: Status Report #10
184	4.1.10.6	Approved: Status Report #10
185	4.1.11	Status Report #11
186	4.1.11.1	Prepare: Status Report #11
187	4.1.11.2	Submitted: Status Report #11
188	4.1.11.3	Hold: Status Report Meeting #1
189	4.1.11.4	State Review: Status Report #11
190	4.1.11.5	Revise: Status Report #11
191	4.1.11.6	Approved: Status Report #11

[redacted]



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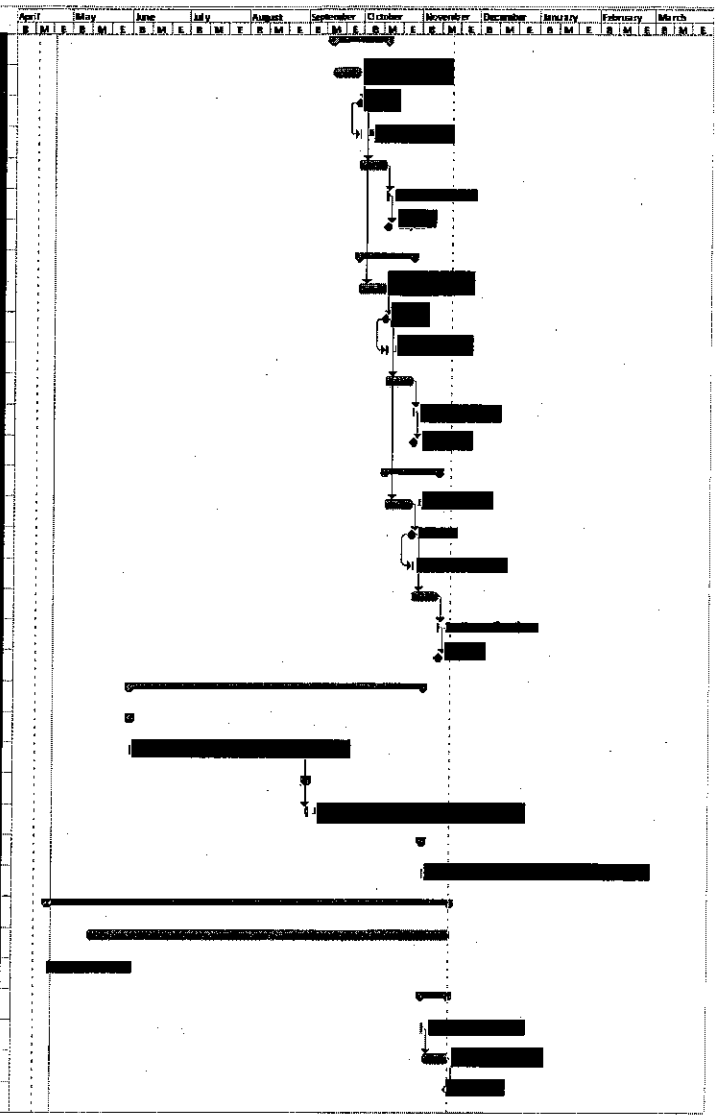
ID	WBS	Task Name	Start
192	4.1.12	Status Report #12	[redacted]
193	4.1.12.	Prepare: Status Report #12	
194	4.1.12.	Submitted: Status Report #12	
195	4.1.12.	Hold: Status Report Meeting #1	
196	4.1.12.	State Review: Status Report #12	
197	4.1.12.	Revise: Status Report #12	
198	4.1.12.	Approved: Status Report #12	
199	4.1.13	Status Report #13	
200	4.1.13.	Prepare: Status Report #13	
201	4.1.13.	Submitted: Status Report #13	
202	4.1.13.	Hold: Status Report Meeting #13	
203	4.1.13.	State Review: Status Report #13	
204	4.1.13.	Revise: Status Report #13	
205	4.1.13.	Approved: Status Report #13	
206	4.1.14	Status Report #14	
207	4.1.14.	Prepare: Status Report #14	
208	4.1.14.	Submitted: Status Report #14	
209	4.1.14.	Hold: Status Report Meeting #1	
210	4.1.14.	State Review: Status Report #14	
211	4.1.14.	Revise: Status Report #14	
212	4.1.14.	Approved: Status Report #14	
213	4.2	Archive Documents	
214	4.2.1	Archive Documents 1	
215	4.2.1.1	Review: Documents to Archive	
216	4.2.2	Archive Documents 2	
217	4.2.2.1	Review: Documents to Archive	
218	4.2.3	Archive Documents 3	
219	4.2.3.1	Review: Documents to Archive	
220	4.3	SME	
221	4.3.1	Health Insurance SME	
222	4.3.2	IV&V Team Support	
223	5	Project Closing	
224	5.1	Conduct: Project Closing Meeting	
225	5.2	Develop: Project Close Out Report	
226	5.3	Submit: Project Close Out Report	



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DELIVERABLE SIGNOFF AND APPROVAL

The signatures following indicate that this [redacted] ***IV&V Project Management Plan*** has been reviewed by all the necessary project stakeholders, and that the authorized signers accept and approve the content herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

CSG Project Manager	[redacted] **Designee**
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
NAME	NAME
TITLE	TITLE
DATE	DATE

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INITIAL IV&V ASSESSMENT REPORT

VERSION 1.0
STATUS: FINAL

DATE: [redacted]

Document Information

[illegible]	[illegible]
[illegible]	[illegible]
Author	[illegible]
[illegible]	[redacted]

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Amendment History

Document Version	Date	Author/Reviewer	Modification
[illegible]	[redacted]	[illegible]	[illegible]

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1. Overview

1.1 Purpose

The Initial Independent Verification and Validation (IV&V) Assessment Report provides a point in time snapshot of the project health early in the project and establishes a baseline of project observations. This artifacts primary purpose is to help the team identify risks and issues so they can plan for and respond to them as early and proactively as possible to help meet the project's objectives. The baseline established in this report is compared with future project snapshots to produce the Monthly IV&V Assessment Reports that indicate how the project is trending.

1.2 Background

The project is tasked with implementing a solution for in time for an open enrollment period beginning in 2015. has engaged to assist with this integration as the Program Management Office (PgMO). has been engaged to integrate a commercial-off-the-shelf (COTS) solution for CSG Government Solutions was engaged to provide IV&V Services. are engaged as the marketing and outreach vendor.

The project started with and in early 2015 and is in the development phase of the project. The IV&V Team began work on 2015. The project is scheduled to end on 2015 to coincide with the open enrollment.

This Initial IV&V Assessment provides the details, methodologies, key observations and recommendations gathered and developed from 2015 through 2015.

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2. PROJECT HEALTH DASHBOARD

The Project Health Dashboard provides a snapshot of the current health rating of key project indicators based on the current IV&V assessment. Please see Section 4.3 Detailed Observations and Recommendations for more details in regards to the dashboard.

GENERAL INFORMATION	
Project Status "As Of" Date:	[redacted]
Original Project Budget:	N/A
Current Project Budget:	N/A
Project Start Date:	[redacted]
Project End Date:	[redacted]

Color	Project Status Indicators	Trend Indicators
[redacted]	On-track, only minor issues	+ = Improving
Yellow	One or more areas of concern.	- = Declining
[redacted]	Significant issues that limit project success.	N/C = No change
N/A	Not applicable	

OVERALL PROJECT HEALTH RATING		
Previous	Current	Current Trend
N/A	[redacted]	N/C

Several risk related to achieving the system certification have been identified and the [redacted] is actively planning for and addressing thee risks. The [redacted] is also actively addressing thee risk related to ensuring an Integrated Master Schedule is completed. The remaining Project Health Indicators are trending favorably.

PROJECT HEALTH INDICATORS

Project Management Process			Project Governance			Technical Conformance with Requirements		
Previous	Current	Current Trend	Previous	Current	Current Trend	Previous	Current	Current Trend
N/A	[redacted]	+	N/A	[redacted]	+	N/A	[redacted]	+
The project management plans are almost complete and the few remaining are under development. The lack of an Integrated Master Schedule could result in missing milestone dates, but this risk is being actively addressed by the [redacted]			The Project Governance Process is clearly defined and is being followed.			Requirements definition via the review sessions is almost complete and on schedule. A few gaps in needed requirements have been identified and are being integrated into the overall project requirements.		

Implementation Planning Quality			Schedule Feasibility			Certification and Blueprint Process		
Previous	Current	Current Trend	Previous	Current	Current Trend	Previous	Current	Current Trend
N/A	[redacted]	+	N/A	[redacted]	-	N/A	Yellow	-
A Quality Assurance Manager is assigned to the project and is actively engaged in project monitoring and preparing for testing activities.			The Schedule Feasibility category could trend downward in future reports. The [redacted] resource needs resulting from dual project involvement may impact the schedule if left unaddressed. Also, there is missing detail on the gate review tasks in the current project schedule.			The Certification and Blueprint Process is trending downward because there is no reflection of the Blueprint Application and Blueprint Testing tasks in an Integrated Master Project Schedule.		

Risks/Issue Management		
Previous	Current	Current Trend
N/A	[redacted]	+
Risks and issues are being tracked on a weekly basis. There are a few project risks that have been identified. These are being evaluated and closely monitored.		

Figure 1: Project Health Dashboard

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3. Key Observations and Recommendations

Key observations and recommendations identify those areas that need immediate attention and focus to improve or maintain the health of the project. The following sections are organized by Dashboard Category and summarize our observations and recommendations for those categories that received a status of yellow (medium risk) during this assessment. As of this assessment, there were no observations rated as High Risk. Also, not all Project Health Indicators have a key observation and recommendation.

The detailed observations in Section 4.3 Detailed Observations and Recommendations, for which the risk rank is rated as medium risk (yellow) should be carefully reviewed and risk response strategies and plans developed. For those observations rated with a low or no risk rank (green), should continue to monitor these areas to ensure controls and processes remain effective. The tasks associated with these categories are re-evaluated during the Monthly IV&V Status Reports.

3.1 Project Management Process

The Project Management Process entails all of the aspects of project management. The Project Management Plans are evaluated and the conformance to those plans is monitored.

Key Observation and Recommendation

- **Observation:** The Integrated Master Project Schedule has not been finalized and published. An Integrated Master Project Schedule is needed to ensure that all tasks and milestones are identified and tracked for all the project vendors and stakeholders. There are tasks not included in the schedule that may affect the overall project timeline.
- **Recommendation:** Suggest that work with project vendors and stakeholders to ensure the master schedule is completed.

3.2 Technical Conformance with Requirements

For the Technical Conformance with Requirements category, the IV&V Team looks at the completeness of the requirements and the process to define and capture requirements.

Key Observation and Recommnedation

- **Observation:** During the map and gap session it was observed that the Center for Consumer Information & Insurance Oversight (CCIIO) and Internal Revenue Service (IRS) reports are not identified. Note, the is aware and currently researching what data is needed. CCIIO requires a monthly metric report from state based marketplaces. Also state based marketplaces are required to produce a report to the IRS: 45 CFR 155.200 (d) Quality activities - The Exchange must evaluate quality improvement strategies and oversee implementation of enrollee satisfaction surveys, assessment and ratings of health care quality and outcomes, information disclosures, and data reporting in accordance with sections 1311(c) (1), 1311(c) (3), and 1311(c)(4) of the Affordable Care Act.
- **Recommendation:** Suggest work with their State Officer to determine what reports are needed for a and include these in the Integrated Master Project Schedule.

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Key Observation and Recommendation

- **Observation:** Remote Identity Proofing (RIDP) using the Federal Data Service Hub (FDSH) has not been confirmed as a requirement for by the CCIIO State Officer. If RIDP is required for detailed requirements regarding what will be checked/verified need to be developed, along with procedures and associated software integration/testing. These additional tasks could have a significant impact on resources and schedule.
- **Recommendation:** Suggest work closely with the CCIIO State Officer to confirm that RIDP is not required for .

Key Observation and Recommendation

- **Observation:** The Requirements Traceability Matrix (RTM) does not contain traceability to detailed design documents or various testing artifacts (Unit, Integration, System, UAT test cases). System requirements that cannot be traced may result in requirements being over looked.
- **Recommendation:** Suggest that work with to update the RTM with the necessary traceability.

3.3 Implementation Quality Planning

The Implementation Quality Planning category highlights key risks or issues that and are performing the requisite quality assurance tasks to achieve CCIIO certification.

Key Observation and Recommendation

- **Observation:** The approved training plan does not specify that agents will receive an annual privacy and security training. Certified agents working on the are required to take an annual privacy and security training.
- **Recommendation:** Suggest adding language to the training plan to document that agents will receive the annual required privacy and security training.

3.4 Schedule Feasibility

For the Schedule Feasibility category, the IV&V Team evaluates the project schedule for completeness and accuracy as well as whether it is realistic and achievable.

Key Observation and Recommendation

- **Observation:** staff working on the project is potentially the same people that are working on the readiness efforts (i.e. Request for Proposal (RFP) development) at the same time as . With limited resources, there may not be enough time in the schedule to accommodate both projects with the same staff. The requirements for each project may exceed the capabilities of the total resources available.
- **Recommendation:** Suggest review concurrent staff schedule commitments to both and and consider adding resources as necessary to ensure adequate support of both project efforts.

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Key Observation and Recommendation

- **Observation:** The project schedule only has a single place holder for a gate review (Work Breakdown Structure (WBS) 1.14.2.1). There are normally three gate reviews: Planning Review, Design Review, and Implementation Review. Additionally, there are up to four consults: Project Start-up, Preliminary Design, Detailed Design, and Pre-Operational Readiness. Several tasks are necessary to prepare and present the gate reviews and consults. These tasks include preparing artifacts, preparing presentation materials, and the actual presentation.
- **Recommendation:** Suggest that work with and to add these more detailed tasks and resources to the Integrated Master Project Schedule.

Key Observation and Recommendation

- **Observation:** The Data Migration Plan is listed in the project schedule and the associated tasks are planned to be developed. As per the schedule, this task is already delayed with less expectations of getting a response soon from the Centers for Medicare and Medicaid Services (CMS). Note that this risk is listed in Issue log as well. If CMS does not provide this data timely, the project schedule may need to account for the need to manually enter the employer and employee data. At this time no other state has gotten this data from CMS.
- **Recommendation:** Suggest that their State Officer as soon as possible and if an answer is not provided at that time we recommend that assume the data will not be forthcoming. At which time, should consider developing a strategy to prepare outreach information to communicate to all the affected stakeholders (Brokers/Agents, Employers and Employees) to re-register in system and add any appropriate tasks to the project schedule.

Key Observation and Recommendation

- **Observation:** It was observed that the project schedule has not been base-lined. Lack of a baseline schedule makes it difficult to track project slippage.
- **Recommendation:** Suggest work with and to establish a baseline schedule that contains all tasks.

Key Observation and Recommendation

- **Observation:** There was a delay from the original schedule in engaging the Outreach Vendor, which pushed back the date for receiving requirements. The Outreach Vendor is now engaged, but has not provided the color palette, font, branding, and text language requirements to the development team. The delay in receiving the Outreach Vendor's requirements may impact the project schedule.
- **Recommendation:** Suggest work closely with the Outreach Vendor to obtain the needed requirements and work with to update the project schedule.

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3.5 Certification and Blueprint Process

The Certification and Blueprint Process category highlights key observations and recommendations on the project's progress towards compliance with CCIIO's blueprint criteria.

Key Observation and Recommendation

- **Observation:** The current Project Schedule does not contain the tasks for creating and submitting the Blueprint Application. These tasks are important for CCIIO to certify the system based on the blueprint scenarios. The blueprint application process involves creation of artifacts, uploading the artifacts to the [redacted] and completing the application on [redacted].
- **Recommendation:** Suggest that [redacted] work with [redacted] and [redacted] to add the Blueprint Application tasks to the Integrated Master Project Schedule that is under development.

Key Observation and Recommendation

- **Observation:** The project schedule does not contain the tasks for creating and submitting the blueprint testing and a task for the IV&V attestation of the test results. This is per the State Based Marketplace (SBM) Blueprint Scenario Testing document provided by CMS on November 23, 2013. These tasks are important to certify the system functions correctly as per the Blueprint Test Scenarios. It is also important to ensure that the project schedule is complete and accurate. To view the CMS document, under the [redacted] project site please go to here.
- **Recommendation:** Suggest that [redacted] work with [redacted] and [redacted] to add the blueprint testing tasks to the project schedule.

3.6 [redacted] Risk/Issue Management

The risk/issue management category verifies that project risks and issues are identified, documented, planned for, and tracked using approved risk management plans and tracking systems.

Key Observation and Recommendation

- **Observation:** There is no reference to third party penetration testing in the project schedule. Without third party penetration testing the system may be vulnerable to hacking or other security breaches.
- **Recommendation:** Recommend [redacted] consider procuring services of a firm that performs third party penetration testing and include on the Integrated Master Project Schedule.

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4. DETAILED IV&V ASSESSMENT

4.1 Approach

IV&V activities for the [redacted] project are accomplished by reviewing documents, attending project meetings, and conducting interviews with various project stakeholders.

The CSG IV&V Team uses a *TeamCSG℠ Risk Assessment Model* that includes over 300 items that guide the project team in identifying project risks and their potential impact on the project. These items are evaluated during each IV&V Assessment Report period (Initial, Monthly, and Final).

To ensure there are no surprises, the CSG IV&V Team prepares a draft of the observations and recommendations identified each week and present them to [redacted], and [redacted] project management. The following week, these observations are added to the *TeamCSG Risk Assessment Tracking* Tool. These risks are then included on the Bi-Weekly Status Reports and the IV&V Assessment Reports. The CSG Team meets with the project managers as needed to determine a Risk Response Strategy and a Risk Response Plan.

A point in time snapshot is taken of the *TeamCSG℠ Risk Assessment Tracking* Tool for each IV&V Assessment Report. This snapshot will represent the observations that were made to date. In this case, the cutoff date is May 15, 2015. For the next reporting periods, we will focus on areas that have not been fully reviewed yet. As the risks are addressed through the normal project development process and as new risks are identified, they are updated in the *TeamCSG℠ Risk Assessment Tracking* tool. These updates provide the trending data for the subsequent IV&V Assessment Reports.

The following sub sections list the documents reviewed, the project meetings attended, and the Interviews conducted during this initial review period.

4.1.1 Document Review

As part of the IV&V process, the team analyzes project documents available in the [redacted] project site. The CSG team reviews the documents for completeness and makes observations and potential risk. Project documents include planning documents, functional specification designs, detailed designs, meeting notes, risk and issues logs, and status reports. A detailed list of project documents reviewed is available in Section 4.4.1 Documents and Files Reviewed.

4.1.2 Project Meetings

As part of the IV&V process, the team attends various meetings to understand the processes, procedures, and tools used on the project. Attending these meetings provides the IV&V Team with information on the project direction and concerns. The meetings result in the identification of observations and potential risks. Meetings include weekly project meetings, map and gap sessions, risk and issue management meetings, and other team meetings as scheduled. A detailed list of project meetings observed is available in Section 4.4.2 Meetings Attended.

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4.1.3 Interviews

As part of the IV&V process, the team conducts interviews to collect information from the [redacted] management staff, [redacted], and other key stakeholders. The objective of the interview is to assess and understand current processes and procedures used in the [redacted] project environment. The information collected during these interviews results in the identification of observations and potential risks. A detailed list of interviews conducted is available in Section 4.4.3 Interviews.

4.2 Tools

4.2.1 *TeamCSG℠ Risk Assessment Model*

The *TeamCSG℠ Risk Assessment Model* tool guides the IV&V Team through identifying and evaluating the type and level of risk (low, medium, high) a project may encounter. This allows for an initial snapshot of level of risk in the project. The risk level helps the [redacted] teams focus their efforts on planning for and responding to key risk areas. The *TeamCSG℠ Risk Assessment Model* tool encompasses industry standards for project management and system engineering by incorporating the Project Management Body of Knowledge (PMBOK) and Institute of Electrical and Electronics Engineers (IEEE) standards. The Risk Assessment Model addresses all the items required per the RFP and the Project Task list as incorporated in the final contract.

The *TeamCSG℠ Risk Assessment Model* tool is used to prioritize and assess the impact of items according to business functions and specific risks. These risk assessment items can be tracked from one review period to the next to determine increasing or decreasing risk levels and project health, not only at an item level but also within a category or subcategory.

The *TeamCSG℠ Risk Assessment Model* tool is developed using industry standards and is broken down into three major risk domains: 1) Project Management, 2) IT (information technology) Infrastructure, and 3) SDLC - System Development Life Cycle. The Risk Assessment Model items for these domains are further broken down into standard categories.

4.2.2 *TeamCSG℠ Risk Assessment Tracking*

The *TeamCSG℠ Risk Assessment Tracking* tool is used to capture and track all observations and recommendations and evaluate the risk level of the specific risk for a project. The *TeamCSG℠ Risk Assessment Tracking* tool provides the structure for capturing and assessing the risks for a project and tracking these risks from one review period to the next.

The *TeamCSG℠ Risk Assessment Tracking* tool is based on the *TeamCSG℠ Risk Assessment Model* structure, using the same domains, categories, and subcategories, so the IV&V Team can record each observation and recommendation for a specific *TeamCSG℠ Risk Assessment Model* item.

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4.3 Detailed Observations and Recommendations

Beginning on the next page is a table detailing the observations and recommendations from the Initial IV&V Assessment completed by the CSG IV&V team. The table is developed from the information captured in the *TeamCSG℠ Risk Assessment Tracking* tool, and uses the Project Health Dashboard categories and Standard Categories from the *TeamCSG℠ Risk Assessment Model* for reporting, tracking, and follow-up.

Note that some of the observations and recommendations are forward looking due to the current phase of the project. Where appropriate, the IV&V team has supplied best practice recommendations for those items that may be unknown at this time but will be important aspects of the project in the future. Other items will be further assessed as the project progresses.

The *TeamCSG℠ Risk Assessment Tracking* tool dashboard categories are used in the below graphic to summarize the assessment results. This summary shows:

- The Certification and Blueprint Process category risk level is currently medium (yellow), and the recommendations should be reviewed immediately for risk response planning and targeted work efforts.
- The Schedule Feasibility category risk level is approaching a medium risk level, and the risks associated with that category should be reviewed for risk response planning.

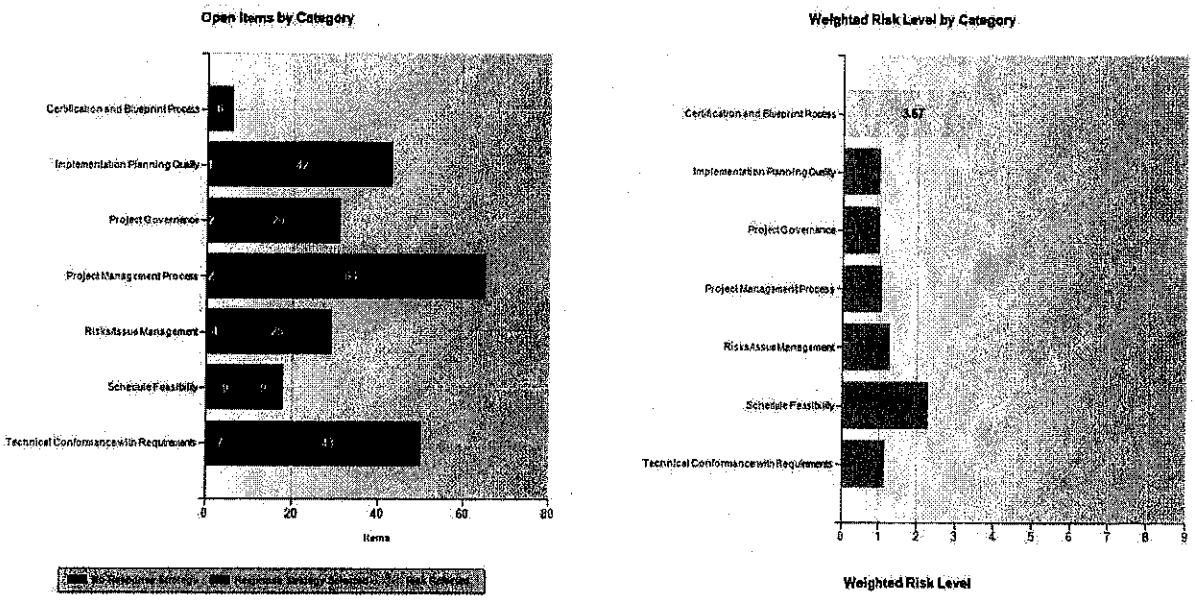

Figure 2: Risk Category and Response Dashboard

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Table 1: Detailed Observations and Recommendations

ID #	Standard Category	Dashboard Category	Title	Observations	Recommendations	Risk Rank
98	Data Management	Schedule Feasibility	Data Migration Plan and process slippage	Data Migration plans listed in the [redacted] project schedule and the associated tasks are planned to be developed. As per the schedule, this task is already delayed with less expectations of getting a response soon from CMS. Note that this risk is listed in [redacted] as well. If CMS does not provide this data timely, the project schedule may need to account for the need to manually enter the employer and employee data. At this time, no other state has gotten this data from CMS.	Suggest that [redacted] contact their State Officer as soon as possible and if an answer is not provided in that time we recommend that [redacted] assume the data will not be forthcoming. At which point [redacted] should complete developing a strategy to prepare outreach information to communicate to all the affected stakeholders (Brokers/Agents, Employers and Employees) to re-register in [redacted] system and add any appropriate tasks to the project schedule.	Medium
75	Project Management Planning	Project Management Process	No Master Schedule	The Integrated Master Project Schedule has not been finalized and published. An Integrated Master Project Schedule is needed to ensure all tasks and milestones are in sync between all the project vendors and stakeholders. There are tasks not included in the [redacted] schedule that may affect the overall project timeline.	Suggest that [redacted] work with project vendors and stakeholders to ensure the master schedule is completed.	Medium
281	Project Management Processes	Schedule Feasibility	No Schedule Baseline	It was observed that the project schedule has not been baselined. Lack of a baseline schedule makes it difficult to track project slippage.	Suggest [redacted] work with [redacted] and [redacted] to establish a baseline master schedule that contains all tasks.	Medium

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ID #	Standard Category	Dashboard Category	Title	Observations	Recommendations	Risk Rank
90	Security	Risks/Issue Management	3rd party penetration testing	There is no reference to 3rd party penetration testing in the project schedule. Without 3rd party penetration testing the system may be vulnerable to hacking or other security breaches.	Recommend [redacted] consider procuring services of a firm that performs 3rd party penetration testing and include on the Integrated Master Project Schedule.	Medium
280	Project Parameters	Schedule Feasibility	2016 Plan Data load	[redacted] will not be able to load plan data for 2016 until September. This will not give the carriers a lot of time to verify and validate that their 2016 plans are loading into the system correctly.	Suggest [redacted] and [redacted] [redacted] determine what can be done sooner. Also, [redacted] should work with the carriers to determine the minimum time needed to verify plan data. The time needed to load and then verify the data should be reflected in the Integrated Master Project Schedule.	Medium
3	Project Resources	Schedule Feasibility	Potential Resource Conflict with Individual Marketplace efforts	[redacted] staff working on the [redacted] is potentially the same people that are working on the [redacted] readiness efforts (i.e. RFP development at the same time as [redacted]. With limited resources (i.e. staff) there may not be enough time in the schedule to accommodate both projects with the same staff. The requirements for each project may exceed the total resources available.	Suggest [redacted] review concurrent staff schedule commitments to both [redacted] and [redacted] and ensure the resources are not over-allocated and there is a clear process for reviewing and prioritizing work activities so the milestones and deliverables are met.	Medium

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ID #	Standard Category	Dashboard Category	Title	Observations	Recommendations	Risk Rank
96	Requirements Management	Technical Conformance with Requirements	Requirement Traceability Matrix to Project Artifacts	RTM does not contain traceability to detailed design documents or various testing artifacts (Unit, Integration, System, User Acceptance Testing (UAT) test cases). System requirements that cannot be traced may result in requirements being over looked.	Suggest that [redacted] work with [redacted] to update the RTM with the necessary traceability.	Medium
33	Requirements Management	Certification and Blueprint Process	Paper Notification	[redacted] needs to determine which notices require a paper option. In other states, CMS has confirmed that a paper option is required for employer and employee eligibility notices in meeting 45 CFR §155.230 - General Standards for Exchange Notices and blueprint test cases 3.4a.5 and 3.4a.6. 45 CFR §155.230 (2). The [redacted] must provide required notices either through standard mail, or if an employer or employee elects, electronically, provided that the requirements for electronic notices in 42 CFR 435.918(b)(2) through (5) are met for the employer or employee. http://www.ecfr.gov/cgi-bin/text-idx?node=45:1.0.1.2.70.3.27.9&rgn=div8	Suggest [redacted] work with the State Officer to confirm which notices require a paper option for employers and employees and add to the requirements process.	Medium

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ID #	Standard Category	Dashboard Category	Title	Observations	Recommendations	Risk Rank	Mitigation
[redacted]							

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ID #	Standard Category	Sub-Standard Category	Title	Observations	Recommendations	Risk Rank
2	Requirements Management	Certification and Blueprint Process	General Notices English-only	General Notices are in English only. Within the Blueprint testing process (specifically test case 3.4a.3) CGSG has indicated that notifications are available in other languages.	Suggest that [redacted] work with their State Office to confirm what other languages are required for [redacted] and add to the requirements process.	Medium
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Medium

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ID #	Standard Category	Dashboard Category	Title	Observations	Recommendations	Risk Rank
70	Platform Components	Technical Conformance with Requirements	Required Reports	During the map and gap session it was observed that there were no CCIIO or IRS [redacted] reports. Note, the PMO is aware and currently researching what data is needed. CCIIO requires a monthly [redacted] metric report from state based marketplaces. Also state based marketplaces will need to produce a report to the IRS. 45 CFR 155.200 (d) Quality activities - The Exchange must evaluate quality improvement strategies and oversee implementation of enrollee satisfaction surveys, assessment and ratings of health care quality and outcomes, information disclosures, and data reporting in accordance with sections 1311(c)(1), 1311(c)(3), and 1311(c)(4) of the Affordable Care Act.	Suggest [redacted] working with their State Officer to determine what reports are needed for a [redacted] and include these in the Integrated Master Project Schedule.	
283	Project Parameters	Schedule Feasibility	Plan Test Data	The source of test data for plans and timing for availability of the test data for inclusion in the [redacted] system has not been finalized. The absence of the test data can delay testing.	Suggest that [redacted] and [redacted] work with [redacted] to provide the plan data needed for testing as soon as possible.	

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ID #	Standard Category	Dashboard Category	Title	Observations	Recommendations	Risk Rank
287	Project Parameters	Schedule Feasibility	Outreach Vendor requirements	There was a delay from the original schedule in engaging the Outreach Vendor, which pushed back the date for receiving requirements. The outreach vendor is now engaged, but has not provided the color palette, font, branding, and text language requirements to the development team. The delay in receiving the Outreach Vendor's requirements may impact the project schedule.	Suggest [redacted] work closely with the Outreach Vendor to obtain the needed requirements and work with [redacted] to update the project schedule.	
72	Project Parameters	Certification and Blueprint Process	Blueprint Application	The current Project Schedule does not contain the tasks for creating and submitting the Blueprint Application Plan. These tasks are important for OCIO to certify the system based on the blueprint scenarios. The blueprint application process involves creation of artifacts, uploading the artifacts to [redacted] and completing the application on [redacted].	Suggest [redacted] in an [redacted] tasks to the Integrated Master Project Schedule that is under development.	

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ID #	Standard Category	Dashboard Category	Title	Observations	Recommendations	Risk Rank
73	Project Parameters	Schedule Feasibility	CMS Gate Reviews	The [redacted] Project Schedule only has a single place holder for a gate review (WBS 1.14.2.1). There are normally three gate reviews: Planning Review, Design Review, and Implementation Review. Additionally, there are up to four consults: Project Start-up, Preliminary Design, Detailed Design, and Pre-Operational Readiness. Several tasks are necessary to prepare and present the Gate Reviews. These tasks include preparing artifacts, preparing presentation materials, and the actual presentation.	Suggest that [redacted] work with [redacted] and [redacted] to add these more detailed tasks and resources to the Integrated Master Project Schedule.	

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ID #	Standard Category	Dashboard Category	Title	Observations	Recommendations	Risk Rank
[redacted]	Requirements Management	Technical Conformance with Blueprint Process	Blueprint Testing	The project schedule does not contain the tasks for training and submittal of the blueprint testing. It should also include a task for the IV&V attestation of the test results. This is per the SBM Blueprint Scenario testing document provided by CMS on November 23rd 2013. These tasks are important to certify the system functions correctly as per the blueprint testing scenarios. It is also important to ensure that the project schedule is complete and accurate. To view the CMS document under the [redacted] project site please go to CSG Reference Materials / Blueprint Test Scenario Update Webinar Ver 9 11262013 final.pptx	[redacted] work closely with [redacted] and [redacted] to add the blueprint testing tasks to the project schedule.	[redacted]
286	Requirements Management	Technical Conformance with Requirements	RIDP Resolution	Remote Identity Proofing (RIDP) using the Federal Data Service Hub (FDSH) has not been confirmed as a requirement for [redacted] by the CCIIO State Officer. If RIDP is required for [redacted], detailed requirements regarding what will be checked/verified need to be developed, along with procedures and associated software integration/testing. These additional tasks could have a significant impact on resources and schedule.	Suggest [redacted] work closely with the CCIIO State Officer to confirm that RIDP is not required for [redacted].	

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ID #	Standard Category	Dashboard Category	Title	Observations	Recommendations	Risk Rank
72[redacted]	[redacted] Contractors	[redacted] Technical Conformance with Requirements	Marketplace fees not shown in financial reports	During the reporting map and gap session it was observed that the financial reports do not show the marketplace fee(s) [redacted] will be charging. [redacted] will want to know the marketplace fees they have received to track their financial stability.	Suggest tracking the marketplace fee(s) and their cumulative totals to be appropriate financial report(s).	[redacted]
284	Project Parameters	Schedule Feasibility	System Security Plan (SSP) Workbook	It was observed that the SSP Workbook tasks are not in the project schedule. Blueprint Application 10.0 Privacy and Security section 10.1b1, in the [redacted] folder ([redacted] Blueprint 2.0) indicates the SSP Workbook will be completed for [redacted]. These tasks are not in the project schedule.	Suggest [redacted] work with [redacted] and [redacted] to have the SSP Workbook tasks added to the project schedule.	

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ID #	Standard Category	Dashboard Category	Title	Observations	Recommendations	Risk Rank
86	User Involvement	Risks/Issue Management	Employees have no choice of plan selection	During the Map and Gaps sessions, it was observed that employees may have only one option for plan selection. The current carrier who has signed up for [redacted] has only one plan per metal tier and there is no option for employees to select a plan from a different metal tier than the one selected by their employer. This may cause user dissatisfaction and low take-up of enrollments due to the non-availability of more than one plan in the same metal tier and having no option to select another plan from a different metal tier.	Suggest that [redacted] to discourage carrier to add more plans in each metal tier that would provide more options for employees in plan selection.	
87	User Involvement	Risks/Issue Management	Employer Contribution	During the Map and Gap sessions, it was observed that the current carrier who has signed up for [redacted] expects employer contribution towards employee enrollments be at least 50%. This may cause user dissatisfaction and less employer participation in the [redacted]	Suggest that [redacted] and emphasize this requirement in their outreach and training efforts to employers and agents/brokers.	

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ID #	Standard Category	Dashboard Category	Title	Observations	Recommendations	Risk Rank
88	Leadership and Governance	Project Governance	Dental Carrier on-boarding preparation	Dental carriers were not included in the detailed carrier transaction planning with Blue Cross Blue Shield (BCBS) as they were not identified when this session was scheduled. The addition of 2 dental carriers adds additional tasks to on-board with the marketplace, including coordination of loading of plan data, training on the system, as well as testing of the group Extensible Markup Language (XML), 834, and 820 files. This has the potential of impacting the Integrated Master Project Schedule.	Conduct a session with dental carriers as soon as possible to determine their level of readiness to begin testing, and add the on-boarding related task to the project schedule, including assigning resources to the effort.	
89	Leadership and Governance	Schedule Feasibility	Coverage Termination upon death of covered employee	During the Electronic Data Interchange (EDI) planning session with BCBS, it was observed that BCBS continues coverage of a deceased covered employee's dependents after the date of death, until the family can acquire alternate coverage. Currently, the [redacted] system terminates all coverage as of the covered employee's death. This is a gap in the system capability to support a policy that is of high importance to BCBS and not supported by the system.	Suggest [redacted] work with BCBS to determine if this functionality is needed. If this requirement is needed, include it in the Integrated Master Project Schedule.	

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ID #	Standard Category	Swiftboard Category	Title	Observations	Recommendations	Risk Rank
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Platform Components	Technical Conformance with Requirements	No ad hoc reports	During the Reporting map and gap session, it was observed that the solution will not offer ad hoc reports. Ad hoc reports would allow [redacted] to run a variety of reports as needed. Not having ad hoc reporting functionality restricts [redacted] to only pre-defined reports.	Suggest [redacted] determine if ad hoc reports are needed. If ad hoc reporting capability is required, budget permitting, work with [redacted] to provide the capability.	[illegible]

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ID #	Standard Category	Dashboard Category	Title	Observations	Recommendations	Risk Rank
76	Project Management Planning	Project Management Process	Staff Management Plan	While reviewing the [redacted] Project Management Plan (PMP) it was noticed that a Staff Management Plan is forthcoming. Additionally after reviewing the Staff Management Plan within the [redacted] PMP there was no mention of how to address situations when key members leave the project. It is important to have a strategy for replacing key staff.	Suggest updating the Staff Management Plans (within the PMPs) to address a plan for when key staff leave the project.	
32	Requirements Management	Technical Conformance with Requirements	Notice History – No Filter or Sort Feature	There is no sort or filter feature for notices. As the marketplace grows and more notices are being sent, it will become time consuming to scroll through the notice subjects to find a particular one.	Consider adding a sort and/or filter feature for notices. An alternate solution could be to create a unique notice ID to aide in selecting the desired notice.	

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ID #	Standard Category	Subtheme Category	Title	Observation	Recommendation	Risk Rank
[redacted]						
[redacted]	Training	Implementation Planning Quality	No annual privacy and security training for agents	The approved training plan does not specify that agents will receive an annual privacy and security training. Certified agents working on the [redacted] are required to take an annual privacy and security training.	Suggest adding language to the training plan to document that agents will receive the annual required privacy and security training.	

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ID #	Standard Category	Subtopic Category	Title	Observations	Recommendations	Risk Rank
[redacted]						

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4.4 Catalog of Review

The following sections include a list of the Project documents reviewed, meetings observed, and interviews conducted by the CSG IV&V Team during this IV&V Assessment.

4.4.1 Documents and Files Reviewed

This section provides a detailed listing of all documents reviewed for the IV&V Assessment.

Table 2: Documents and Files Reviewed

Documents and Files Reviewed

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4.4.2 Meetings Attended

This section provides a detailed listing of meetings observed for the IV&V Assessment.

Table 3: Meetings Attended

Project Meetings Attended	Participants
Disaster Recovery	
Map and Gap - Notices and Message Center	
Map and Gap - Reporting and Delinquency	
Map and Gap - Account Creation	
Issuer (BCBS) Workgroup	
Outreach Vendor Kickoff and System Demo	
Map and Gap - Technical (there were 2 meetings	
Map and Gap - 834 and Group XML	
Review Gap Wave 1	
Map and Gap - Renewals	
Key Decisions and Action Items (weekly)	
Status meeting (bi-weekly)	
Schedule Health (bi-weekly)	
Risks/Issue Management (bi-weekly)	
Project meeting (weekly)	

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4.4.3 Interviews

This section provides a detailed listing of all personnel interviewed for the IV&V Assessment.

Table 4: Interviews Conducted

Project Stakeholders Interviewed	Title	Organization
[redacted]	Director of Finance	[redacted]
[redacted]	Director of Policy and Communication	[redacted]
[redacted]	Director of Quality Assurance	[redacted]
[redacted]	Program Manager	[redacted]
[redacted]	Business Analyst Lead – Tech lead	[redacted]
[redacted]	[redacted] Project Manager	[redacted]
XML	Extensible Markup Language	

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DELIVERABLE SIGNOFF AND APPROVAL

The signatures following indicate that this Project Deliverable, [redacted] been reviewed by [redacted] and all the necessary project stakeholders, and that the authorized signers accept and approve the content herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

CSG Project Manager	[redacted]
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
NAME	NAME
TITLE	TITLE
DATE	DATE

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[redacted] IV&V

MONTHLY IV&V ASSESSMENT REPORT

VERSION 1.0
STATUS: FINAL

DATE: [redacted]

Document Information

[illegible]	[illegible]
[illegible]	[illegible]
Author	CSG IV&V Team
[illegible]	[redacted]

The master copy of this document is available in the Project Library.

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Amendment History

Document Version	Date	Author/Reviewer	Modification
[illegible]	[redacted]	[illegible]	[illegible]
1.0	[redacted]	CSG IV&V Team	Revisions made. Final Submitted

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1. OVERVIEW

1.1 Purpose

The first Monthly Independent Verification and Validation (IV&V) Assessment Report provides trending data from the Initial IV&V Assessment Report. This artifact's primary purpose is to help the team identify risks and issues so they can plan for and respond to them as early and proactively as possible to help meet the project's objectives. Since the last reporting period 30 response plans have been identified.

1.2 Background

The project is tasked with implementing a solution for in time for an open enrollment period beginning in November 2015. has engaged to assist with this integration as the Program Management Office (PgMO). has been engaged to integrate a commercial-off-the-shelf (COTS) solution for . CSG Government Solutions has been engaged to provide IV&V Services. has been engaged as the marketing and outreach vendor.

The project started with and in early 2015 and with and beginning in 2015. The IV&V Team began work on , 2015. The project is in the development phase of the project. The project is scheduled to end on 2015 to coincide with the open enrollment.

The Initial Assessment was completed from 2015 through 2015 and this is the first report following that assessment. Please note this review period is shorter than it will be in subsequent months. This Monthly IV&V Assessment provides the details, methodologies, key observations, and recommendations gathered and developed from , 2015.

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2. PROJECT HEALTH DASHBOARD

The Project Health Dashboard provides a snapshot of the current health rating of key project indicators based on the current IV&V assessment. Please see Section 5.3 Detailed Observations and Recommendations for more details.

GENERAL INFORMATION	
Project Status "As Of" Date:	[redacted]
Original Project Budget:	N/A
Current Project Budget:	N/A
Project Start Date:	[redacted]
Project End Date:	[redacted]

Project Status Indicators		Trend Indicators
[redacted]	On-track, only minor issues	+ = Improving
Yellow	One or more areas of concern.	- = Declining
[redacted]	Significant issues that limit the success of the project.	N/C = No change
[redacted]	Not applicable	

OVERALL PROJECT HEALTH RATING		
Previous	Current	Current Trend
[redacted]		+

The Certification and Blueprint category is being monitored closely as several risks have been identified, though there are now response plans in place. The Schedule Feasibility is being monitored to ensure the missing tasks are added to the Integrated Master Schedule.

PROJECT HEALTH INDICATORS

Project Management Process			Project Governance			Technical Conformance with Requirements		
Previous	Current	Current Trend	Previous	Current	Current Trends	Previous	Current	Current Trend
[redacted]		N/C	[redacted]		N/C	[redacted]		+
The project management plans are drafted and are undergoing finalization. The Integrated Master Schedule is not complete, but there is now a risk response plan the PgMO is tracking that needs to be acted upon by mid June.			The Project Governance Process is clearly defined and is being followed. Response plans were acted upon.			The remaining requirements review sessions are scheduled to be conducted in early June to complete requirements definition and there have been no delays to date. Response plans have been identified for the open risks related to requirements definition.		

Implementation Planning Quality			Schedule Feasibility			Certification and Blueprint Process		
Previous	Current	Current Trend	Previous	Current	Current Trend	Previous	Current	Current Trend
[redacted]		+	[redacted]		+	Yellow	[redacted]	+
A response plan has been identified due to risks related to no currently planned annual privacy and security training for agents. The risk is being actively discussed and planned for.			The risk of [redacted] resources being spread thin because of dual project involvement has a response plan which includes the hiring of additional staff. There is missing detail on the gate review tasks (i.e.,. detailed tasks should include adding documents to CALT, preparing the presentation with CCIIO, etc. for each of the three reviews); however, there are response plans for these that are targeted to be addressed by mid June.			The Certification and Blueprint Process is trending upward because response plans have been identified for most of the risks.		

Risks/Issue Management		
Previous	Current	Current Trend
[redacted]		+

The Risk/Issue Management category has response plans identified for most of the open risks and the plan is being followed consistently. Risks and issues are being discussed, evaluated, planned for, and tracked.

Figure 1: Project Health Dashboard

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3. Key Observations and Recommendations

Key observations and recommendations identify those areas that need immediate attention and focus to improve or maintain the health of the project. The following sections are organized by Dashboard Category and summarize our observations and recommendations during this assessment. As of this assessment, there were no observations rated as High Risk. Also, not all Project Health Indicators have a key observation and recommendation.

Please note some of the key observations below were on the Initial Assessment report. Risk response planning meetings were conducted to identify appropriate response strategies for these observations. It is within the purview of [redacted] to address these risks by implementing the response strategies.

The detailed observations in Section 5.3 Detailed Observations and Recommendations, for which the risk rank is rated as medium risk (yellow) should be carefully reviewed. Risk response strategies and plans need to be developed for those that are missing. For those observations rated with a low or no risk rank (green), [redacted] should continue to monitor these areas to ensure controls and processes remain effective.

3.1 Project Management Process

The Project Management Process entails all of the aspects of project management. The Project Management Plans are evaluated and the conformance to those plans is monitored.

3.1.1 Progress since Last Report

Two risks were identified in this dashboard category during the Initial Assessment. Response strategies have been identified for these risks. The risk ranking of these risks has not changed since the last report. No new risks were identified during this assessment period.

3.1.2 Key Observations and Recommendations

This section provides the key observations and recommendations that are open in this dashboard category.

Key Observation and Recommendation

- **Observation:** The Integrated Master Project Schedule has not been finalized and published. An Integrated Master Project Schedule is needed to ensure that all tasks and milestones are identified and tracked for all the project vendors and stakeholders. There are tasks not included in the [redacted] schedule that may affect the overall project timeline.
- **Recommendation:** Suggest that [redacted] work with project vendors and stakeholders to ensure the Integrated Master Project Schedule is completed as soon as possible.

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3.2 Technical Conformance with Requirements

For the Technical Conformance with Requirements category, the IV&V Team looks at the completeness of the requirements and the process to define and capture requirements.

3.2.1 Progress since Last Report

Seven risks were identified in this dashboard category during the Initial Assessment. Three risks have been closed which include market fees not shown in financial reports, no SLAs for browser version upgrades, and no ad-hoc reports during this monthly assessment period. Response strategies have been identified for the remaining three risks and a response strategy is still needed for one risk, which has a low risk ranking. The risk ranking of the open risks has not changed since the last report. No new risks were identified during this assessment period.

3.2.2 Key Observations and Recommendations

This section provides the key observations and recommendations that are open in this dashboard category.

Key Observation and Recommendation

- **Observation:** Remote Identity Proofing (RIDP) using the Federal Data Service Hub (FDSH) has not been confirmed as a requirement for [redacted] by the Center for Consumer Information & Insurance Oversight (CCIIO) State Officer. If RIDP is required for [redacted], detailed requirements regarding what will be checked/verified need to be developed, along with procedures and associated software integration/testing. These additional tasks could have a significant impact on resources and schedule.
- **Recommendation:** Suggest [redacted] work closely with the CCIIO State Officer to confirm that RIDP is not required for [redacted]

3.3 Implementation Quality Planning

The Implementation Quality Planning category highlights key risks or issues that [redacted] and [redacted] are performing the requisite quality assurance tasks to achieve CCIIO certification.

3.3.1 Progress since Last Report

One risk was identified in this dashboard category during the Initial Assessment. A response strategy has been identified for this risk. The risk ranking of this risk has not changed since the last report. No new risks were identified during this assessment period.

3.3.2 Key Observations and Recommendations

This section provides the key observations and recommendations that are open in this dashboard category.

Key Observation and Recommendation

- **Observation:** The approved training plan does not specify that agents will receive an annual privacy and security training. Certified agents working on the [redacted] are required to take an annual privacy and security training.

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- **Recommendation:** Suggest adding language to the training plan to document that agents will receive the annual required privacy and security training.

3.4 Schedule Feasibility

For the Schedule Feasibility category, the IV&V Team evaluates the project schedule for completeness and accuracy as well as whether it is realistic and achievable.

3.4.1 Progress since Last Report

Nine risks were identified in this dashboard category during the Initial Assessment. One risk related to no schedule baseline has been closed during this monthly assessment period. Response strategies have been identified for six of the risks. The ranking of the risk related to vendor outreach requirements with [redacted] and [redacted] has been elevated to medium. The ranking of the risk related to potential resource conflict with the [redacted] efforts has been reduced to low. The risk ranking of the remaining open risks have not changed since the last report. Two new risks were identified during this assessment period.

3.4.2 Key Observations and Recommendations

This section provides the key observations and recommendations that are open in this dashboard category.

Key Observation and Recommendation

- **Observation:** [redacted] working on the [redacted] project is potentially the same people that are working on the [redacted] readiness efforts (i.e. Request for Proposal (RFP) development at the same time as [redacted]. With limited resources, there may not be enough time in the schedule to accommodate both projects with the same staff. The requirements for each project may exceed the capabilities of the total resources available.
- **Recommendation:** Suggest [redacted] review concurrent staff schedule commitments to both [redacted] and [redacted] and consider adding resources as necessary to ensure adequate support of both project efforts.

Key Observation and Recommendation

- **Observation:** The current project schedule does not show details for the gate reviews. There are normally three gate reviews: Planning Review, Design Review, and Implementation Review. Additionally, there are up to four consults: Project Start-up, Preliminary Design, Detailed Design, and Pre-Operational Readiness. Several tasks are necessary to prepare and present the gate reviews and consults. These tasks include preparing artifacts, preparing presentation materials, and the actual presentation.
- **Recommendation:** Suggest that [redacted] work with [redacted] to add these more detailed tasks and resources to the Integrated Master Project Schedule.

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Key Observation and Recommendation

- **Observation:** The Data Migration Plan is listed in the project schedule and the associated tasks are planned to be developed. As per the schedule, this task is already delayed with less expectations of getting a response from Centers for Medicare and Medicaid Services (CMS). Note that this risk is listed in PgMO Issue log as well. If CMS does not provide this data timely, the project schedule may need to reflect the manual entry of the employer and employee data. At this time no other state has obtained this data from CMS.
- **Recommendation:** Suggest that contact their State Officer as soon as possible and if an answer is not provided at that time we recommend that assume the data will not be forthcoming. At which time, should consider developing a strategy to prepare outreach information to communicate to all the affected stakeholders (Brokers/Agents, Employers and Employees) to re-register in system and add any appropriate tasks to the project schedule.

Key Observation and Recommendation

- **Observation:** There was a delay from the original schedule in engaging the outreach vendor which pushed back the date for receiving requirements. and are now engaged as the marketing and outreach vendor, but have not provided the color palette, font, branding, and text language requirements to the development team. The delay in receiving these requirements may impact the project schedule.
- **Recommendation:** Suggest work closely with the and to obtain the needed requirements and work with to update the project schedule.

3.5 Certification and Blueprint Process

The Certification and Blueprint Process category highlights key observations and recommendations on the project's progress towards compliance with CCIIO's blueprint criteria.

3.5.1 Progress since Last Report

Six risks were identified in this dashboard category during the Initial Assessment. One risk related to ineligible employers not able to complete the application and appeal has been closed during this assessment period. Response strategies have been identified for all the remaining risks. The risk ranking of the remaining open risks have not changed since the last report. No new risks were identified during this assessment period.

3.5.2 Key Observations and Recommendations

This section provides the key observations and recommendations that are open in this dashboard category.

Key Observation and Recommendation

- **Observation:** The current Project Schedule does not contain the tasks for creating and submitting the Blueprint Application. These tasks are important for CCIIO to certify the system based on the blueprint scenarios. The blueprint application process involves creation of artifacts, uploading the artifacts to the , and completing the application on

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- **Recommendation:** Suggest that [redacted] work with [redacted] to add the blueprint application tasks to the Integrated Master Project Schedule that is under development.

Key Observation and Recommendation

- **Observation:** The project schedule does not contain the tasks for creating and submitting the blueprint testing and a task for the IV&V attestation of the test results. This is per the State Based Marketplace (SBM) Blueprint Scenario Testing document provided by CMS on November 23, 2013. These tasks are important to certify the system functions correctly as per the blueprint test scenarios. It is also important to ensure that the project schedule is complete and accurate.
- **Recommendation:** Suggest that [redacted] work with [redacted] [redacted] to add the blueprint testing tasks to the project schedule.

3.6 [redacted] Risk/Issue Management

The risk/issue management category verifies that project risks and issues are identified, documented, planned for, and tracked using approved risk management plans and tracking systems.

3.6.1 Progress since Last Report

Four risks were identified in this dashboard category during the Initial Assessment. One risk related to employees having no choice of plan selection has been closed during this monthly assessment period. Response strategies have been identified for all the remaining risks. The risk ranking of the remaining open risks have not changed since the last report. One new risk was identified during this assessment period.

3.6.2 Key Observations and Recommendations

This section provides the key observations and recommendations that are open in this dashboard category.

Key Observation and Recommendation

- **Observation:** There appears to be no manual (i.e. paper) application for employers or employees. If an employer and their employees do not have access to a computer or the Internet they will need a manual process to apply for [redacted] This capability has been requested in other states.
- **Recommendation:** Suggest [redacted] work with [redacted] to determine if a manual (i.e. paper) process is appropriate.

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4. Risk Trends Between Reporting Periods

The following Risk Category and Response Dashboard of IV&V-identified risks and status shows:

- There are 210 risk models entered that require no response strategy which are a low risk and will be reassessed during the next Monthly Report. These are reflected in the table below as "Response Strategy Selected".
- At the time of this report, there are 20 risks that have a response strategy and proposed plan, but still need to be acted upon.
- At the time of this report, there are 4 risks that require a response strategy.
- There are 10 risks that have been addressed and are now closed.
- The average weighted Risk Level of the open items is 1.23, or low risk.

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4.1 Risk Category and Response Dashboard

This section describes the Risk Category and Response Dashboard key highlights:

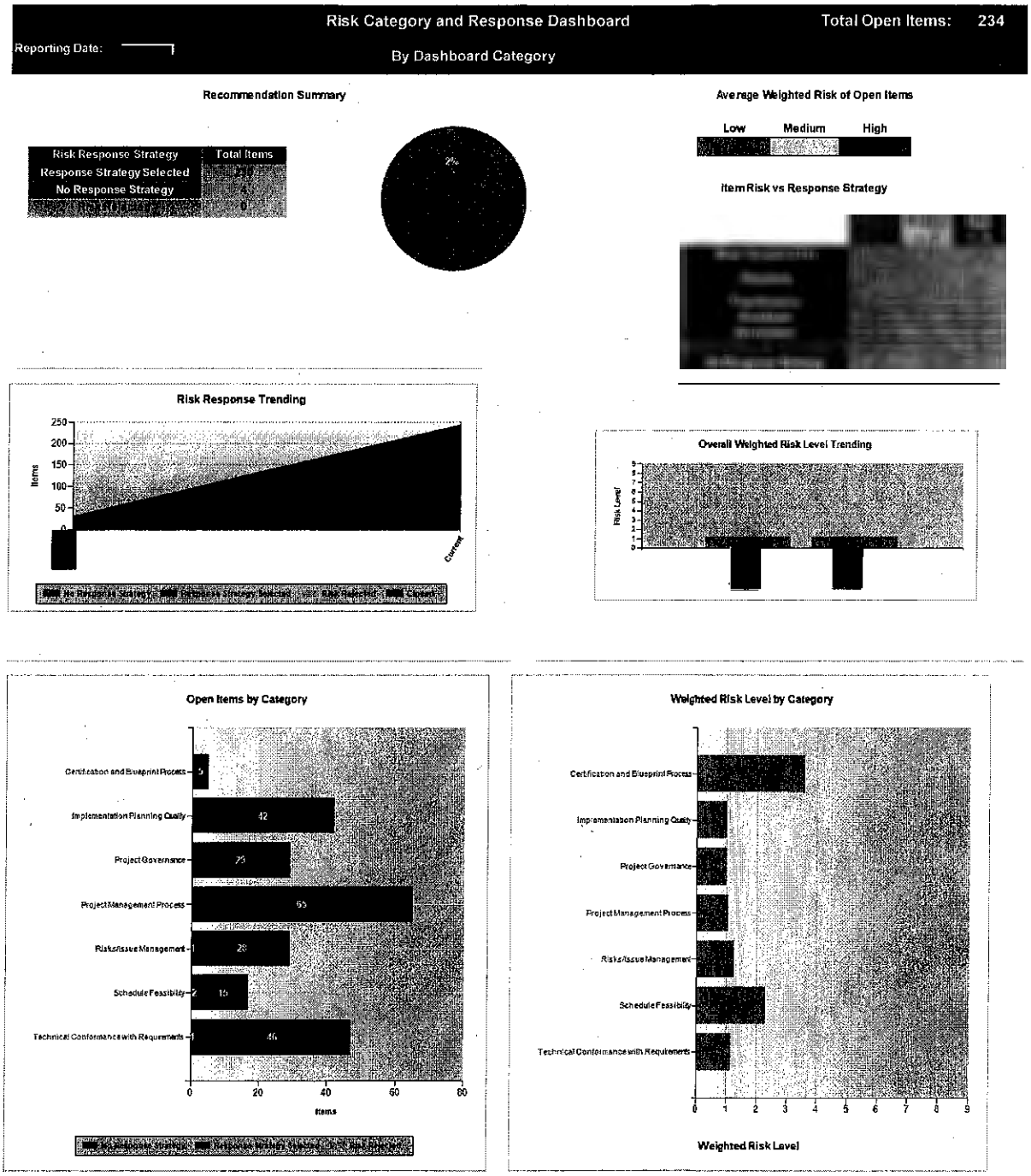

Figure 2: Risk Category and Response Dashboard

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4.2 Risk Trending By Category

This section contains a chart that demonstrates how each Project Health Indicator is trending as compared with the previous report. The Initial Assessment snapshot was taken on [redacted] and is showing trending information as of [redacted]

#	Dashboard Category	Last Risk Level*	Current Risk Level*	Risk Trend Since Report 1	Previous Open Items in this Category	Current Open Items in this Category	Open Items Trend Since Report 1
1	Construction and Blueprint Process	3.67	3.60	↓ -0.07	6	5	↓ -1
2	Implementation Planning Quality	1.00	1.00	↔ 0	43	42	↓ -1
3	Project Governance	1.00	1.00	↔ 0	31	29	↓ -2
4	Project Management Process	1.08	1.08	↔ 0	65	65	↔ 0
5	Risk/Issue Management	1.28	1.24	↓ -0.04	29	29	↔ 0
6	Schedule Feasibility	2.28	2.29	↑ 0.01	18	17	↓ -1
7	Technical Conformance with Requirements	1.16	1.15	↓ -0.01	50	47	↓ -3
					242	234	

Figure 3: Risk Trending By Category

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5. DETAILED IV&V ASSESSMENT

5.1 Approach

IV&V activities for the project are accomplished by reviewing documents, attending project meetings, and conducting interviews with various project stakeholders.

The CSG IV&V Team uses a *TeamCSG℠ Risk Assessment Model* that includes over 300 items that guide the project team in identifying project risks and their potential impact on the project. These items are evaluated during each IV&V Assessment Report period (Initial, Monthly, and Final).

To ensure there are no surprises, the CSG IV&V Team prepares a draft of the observations and recommendations identified each week and present them to project management. The following week, these observations are added to the *TeamCSG℠ Risk Assessment Tracking* Tool. These risks are then included on the Bi-Weekly Status Reports and the IV&V Assessment Reports. The CSG Team meets with the project managers as needed to determine a Risk Response Strategy and a Risk Response Plan.

A point in time snapshot is taken of the *TeamCSG℠ Risk Assessment Tracking* Tool for each IV&V Assessment Report. As the risks are addressed through the normal project development process and as new risks are identified, they are updated in the *TeamCSG℠ Risk Assessment Tracking* tool. These updates provide the trending data for the subsequent IV&V Assessment Reports.

The following sub sections list the documents reviewed, the project meetings attended, and the interviews conducted during this review period.

5.1.1 Document Review

As part of the IV&V process, the team analyzes project documents available in the site. The CSG team reviews the documents for completeness and makes observations and identifies potential risk. Project documents include planning documents, functional specification designs, detailed designs, meeting notes, risk and issues logs, and status reports. A detailed list of project documents reviewed is available in Section 5.4.1 Documents and Files Reviewed.

5.1.2 Project Meetings

As part of the IV&V process, the team attends various meetings to understand the processes, procedures, and tools used on the project. Attending these meetings provides the IV&V Team with information on the project direction and concerns. The meetings result in the identification of observations and potential risks. Meetings include weekly project meetings, map and gap sessions, risk and issue management meetings, and other team meetings as scheduled. A detailed list of project meetings observed is available in Section 5.4.2 Meetings Attended.

5.1.3 Interviews

As part of the IV&V process, the team conducts interviews to collect information from the management staff, and other key stakeholders. The objective of the interview is to assess and understand current processes and procedures used in the project environment. The information collected during these interviews results in the identification of observations and potential risks.

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5.2 Tools

5.2.1 *TeamCSG℠ Risk Assessment Model*

The *TeamCSG℠ Risk Assessment Model* tool guides the IV&V Team through identifying and evaluating the type and level of risk (low, medium, high) a project may encounter. This allows for a snapshot of level of risk in the project. The risk level helps the [redacted] teams focus their efforts on planning for and responding to key risk areas. The *TeamCSG℠ Risk Assessment Model* tool encompasses industry standards for project management and system engineering by incorporating the Project Management Body of Knowledge (PMBOK) and Institute of Electrical and Electronics Engineers (IEEE) standards. The Risk Assessment Model addresses all the items required per the RFP and the Project Task list as incorporated in the final contract.

The *TeamCSG℠ Risk Assessment Model* tool is used to prioritize and assess the impact of items according to business functions and specific risks. These risk assessment items can be tracked from one review period to the next to determine increasing or decreasing risk levels and project health, not only at an item level but also within a category or subcategory.

The *TeamCSG℠ Risk Assessment Model* tool is developed using industry standards and is broken down into three major risk domains: 1) Project Management, 2) IT (information technology) Infrastructure, and 3) SDLC - System Development Life Cycle. The Risk Assessment Model items for these domains are further broken down into standard categories.

5.2.2 *TeamCSG℠ Risk Assessment Tracking*

The *TeamCSG℠ Risk Assessment Tracking* tool is used to capture and track all observations and recommendations and evaluate the risk level of the specific risk for a project. The *TeamCSG℠ Risk Assessment Tracking* tool provides the structure for capturing and assessing the risks for a project and tracking these risks from one review period to the next.

The *TeamCSG℠ Risk Assessment Tracking* tool is based on the *TeamCSG℠ Risk Assessment Model* structure, using the same domains, categories, and subcategories, so the IV&V Team can record each observation and recommendation for a specific *TeamCSG℠ Risk Assessment Model* item.

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5.3 Detailed Observations and Recommendations

Table 1: Detailed Observations and Recommendations

Dashboard Category	Title	Response Strategy	Observations	Recommendations	Risk Rank
Schedule Feasibility	[illegible]	Mitigation	Data Migration Plan [illegible] [redacted] and the associated task are planned to be delayed. As per the schedule, the task is already delayed without expectations of getting a response from Centers for Medicare & Medicaid Services (CMS). Note that this risk is linked [redacted] as well. If CMS does not provide this data in time, the project schedule may need to reflect the manual entry of the Employer and Employee data. At this time no other state has obtained this data from CMS.	[illegible] [redacted] [illegible] as soon as [illegible] is not provided, at that time we recommend [redacted] assume the risk may not be forthcoming and plan time [redacted] [illegible] developing a workaround to [illegible] outreach information for immediate [illegible] affected stakeholders (Brokers/Agents, Employers and Employees) to review/enter in [redacted] system and enter appropriate tasks in the project schedule.	Medium
Project Management Process	No Master Schedule	Mitigation	The Integrated Master Project Schedule has not been finalized and published. An Integrated Master Project Schedule is needed to ensure all tasks and milestones are in sync between all the project vendors and stakeholders. There are tasks not included in the [redacted] schedule that may affect the overall project timeline.	Suggest that [redacted] work with project vendors and stakeholders to ensure the Integrated Master Project Schedule is completed as soon as possible.	Medium
Schedule Feasibility	Outreach Vendors requirements	Mitigation	There was a delay from the original schedule in engaging the outreach vendors which pushed back the date for receiving requirements. [redacted] and [redacted] are now engaged as the marketing and outreach vendors. Both have not provided the color palette, form branding, and text/language requirements to the development team. The delay in receiving these requirements may impact the project schedule.	Suggest [redacted] work closely with the [redacted] and [redacted] to discuss the needed requirements and work with [redacted] to update the project schedule.	Medium
Risks/Issue Management	3rd party penetration testing	Mitigation	There is no reference to 3rd party penetration testing in the project schedule. Without 3rd party penetration testing the system may be vulnerable to hacking or other security breaches.	Recommend [redacted] consider procuring services of a firm that performs 3rd party penetration testing and include on the integrated master project schedule.	Medium

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Dashboard Category	Title	Response Strategy	Observations	Recommendations	Risk Rank
Scheduled Feasibility	2016 Carriers Load	Mitigation	[redacted]	[redacted]	Medium
Certification and Blueprint Process	Paper Notification	Mitigation	[redacted] needs to determine which notices require a paper option. In other states, CMS has confirmed that a paper option is required for employer and employee eligibility notices in meeting 45 CFR §155.230 - General Standards for Exchange Notices and blueprint test cases 3.4a.5 and 3.4a.6. 45 CFR §155.230 (2). The [redacted] must provide required notices either through standard mail, or if an employer or employee elects, electronically, provided that the requirements for electronic notices in 42 CFR 435.918(b) (2) through (5) are met for the employer or employee. http://www.ecfr.gov/cgi-bin/text-idx?node=45:1.0.1.2.70.3.27.9&rgn=div8	Suggest [redacted] work with the State Officer to confirm which notices require a paper option for employers and employees and add to the requirements process.	Medium
Certification and Blueprint Process	Employee Termination	Mitigation	During the blueprint and gap it was mentioned only employers will receive the employee termination letter. There is a gap between the requirements and the state process. Within the blueprint testing process (specifically test case 3.4b.4) CMS confirmed that the system should have the capability to notify people of non-eligibility. This is substantiated in 45 CFR 155.715 (d)(2) that employees should receive the termination notice. 45 CFR 155.715 (d)(2) - Notification of employer withdrawal from [redacted] by qualified employer groups to purchase coverage through the [redacted] and [redacted] must provide that: Each qualified employee covered in the employer's qualified health plan (QHP) through the [redacted] is notified of the termination of coverage prior to such termination. Such notification must also provide information about other potential sources of coverage, including access to individual market	Suggest that [redacted] work with their State Officer to confirm this requirement and add to the requirements process.	Medium

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Dashboard Category	Title	Response Strategy	Observations	Recommendations	Risk Rank
			Coverage through the Exchange. Source: http://www.ecfr.gov/cgi-bin/text-idx?SID=a9ed8f4f9e426178cbce1cd095e0be&node=45:1.0.1.2.70.8.27.48&rgn=div8		
Certification and Blueprint Process	Financial Notices English only	Mitigation	Financial Notices are in English only. Within the blueprint testing process (specifically test case 3.4a.5) CCIIO has indicated that notifications are available in other languages.	Suggest that [redacted] work with their State Officer to confirm what other languages are required for [redacted] and add to the requirements process.	Medium
Technical Conformance with Requirements	Requirements Traceability Matrix to Project Artifacts	Mitigation	The RTM does not contain traceability to detailed design documents or various testing artifacts (Unit, Integration, System, UAT test cases). System requirements that cannot be traced may result in requirements being overlooked.	Suggest that [redacted] work with [redacted] to update the RTM with the necessary traceability.	Medium
Schedule Feasibility	Dental Carrier Testing		There are no tasks identified for dental carrier testing in the project schedule separate from QHP carrier testing. Dental carriers have different file layouts than QHP carriers. The testing with dental carriers is different and requires their own defined testing tasks.	Suggest that [redacted] work with [redacted] and [redacted] to include the specific tasks associated with dental carrier testing on the project schedule.	Medium
Technical Conformance with Requirements	Required Reports	Mitigation	During the map review session it was observed that there were no CMS reports [redacted] currently researching what data is needed. CMS requires a monthly [redacted] metric report from state-based marketplaces. Also, state-based marketplaces will need to produce a report to the IRS. 45 CFR 155.200 (d) Quality activities - The Exchange must evaluate quality improvement strategies and oversee implementation by enrollees and health care providers, assessment and ratings of health care quality and outcomes, information disclosure, and data reporting in accordance with sections 1311(c)(1), 1311(c)(3), and 1311(c)(4) of the Affordable Care Act.	Suggest [redacted] working with their State Officer to determine what reports are needed for [redacted] and include these in the integrated project schedule.	
Schedule Feasibility	CMS Gate Reviews	Mitigation	The current project schedule does not show details for the gate reviews. There are normally three gate reviews: Planning	Suggest that [redacted] work with [redacted] to add these more detailed tasks and resources to the	

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Dashboard Category	Title	Response Strategy	Observations	Recommendations	Risk Rank
			Review, Design Review, and Implementation Review. Additionally, there are up to four consults: Project Start-up, Preliminary Design, Detailed Design, and Pre-Operational Readiness. Several tasks are necessary to prepare and present the Gate Reviews. These tasks include preparing artifacts, preparing presentation materials, and the actual presentation.	integrated master project schedule.	
Certification and Blueprint Process	Blueprint Application	Mitigation	The current Project Schedule does not contain the tasks for creating and submitting the Blueprint Application Plan. These tasks are important for CCIIO to certify the system based on the blueprint scenarios. The blueprint application process involves creation of artifacts, uploading the artifacts to [redacted] and completing the application on [redacted]	Suggest that [redacted] work with [redacted] and [redacted] to add the blueprint application tasks to the [redacted] integrated master project schedule that is under development.	
Schedule Feasibility	Plan Test Data	Mitigation	The source of test data for plans and timing for availability of the test data for inclusion in the [redacted] has not been finalized. The absence of the test data can delay testing.	Suggest that [redacted] to provide the plan data needed for testing as soon as possible.	
Certification and Blueprint Process	Blueprint Testing	Mitigation	The project schedule does not contain the tasks for creating and submitting the blueprint testing and should also include a task for the IV&V attestation of the test results. This is per the SHM Blueprint Scenario Testing document provided by CMS on November 25, 2013. These tasks are important to certify the system functions correctly as per the blueprint test scenarios. It is also important to ensure that the project schedule is complete and accurate.	Suggest that [redacted] to add the blueprint testing tasks to the master schedule.	
Technical Conformance with Requirements	RIDP Resolution	Mitigation	Remote Identity Proofing (RIDP) using the Federal Data Service Hub (FDSH) has not been confirmed as a requirement for [redacted] by the CCIIO State Officer. If RIDP is required for [redacted], detailed requirements regarding what will be checked/verified need to be developed, along with procedures and associated software integration/testing. These additional tasks could have a significant impact on resources and schedule.	Suggest [redacted] with the CCIIO State Officer to confirm that RIDP is not required for [redacted]	

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Dashboard Category	Title	Response Strategy	Observations	Recommendations	Risk Rank
[redacted]	[redacted]	Mitigation	[redacted] staff working on the [redacted] project are potentially the same people that are working on the [redacted] readiness efforts (i.e. RFP development) at the same time as [redacted]. With limited resources (i.e. staff) there may not be enough time in the schedule to accommodate both projects with the same staff. The requirements for each project may exceed the total resources available.	[redacted]	[redacted]
Schedule Feasibility	[redacted] Financial Institution		A financial institution has not been selected for payment processing. The delay in selecting a bank could impact the timelines of testing and integration efforts for financial processing.	Suggest that [redacted] expedite selection of a financial institution that will support [redacted]	
Risks/Issue Management	Employer Contribution	Mitigation	During the Map and Gap sessions, it was observed that the current carrier, who has signed up [redacted] expects employer contribution towards employee enrollment be at least 50%. This may cause user dissatisfaction and less employer participation in the [redacted]	Suggest that [redacted] include and emphasize the requirement to [redacted] outreach and training efforts to employers and agents/broker.	
Project Management Process	Staff Management Plan	Mitigation	While reviewing the [redacted] Project Management Plan (PMP) it was noticed that a Staff Management Plan is forthcoming. Additionally after reviewing the Staff Management Plan within the [redacted] PMP there was no mention of how to address situations when key members leave the project. It is important to have a strategy for replacing key staff.	Suggest updating the Staff Management Plans (within the PMPs) to address a plan for when key staff leave the project.	
Technical Conformance with Requirements	Notice History Navigation or Sort Feature		There is no sort or filter feature for notices. As the marketplace grows and more notices are being sent out, it will become time consuming to scroll through the notice subjects to find a particular one.	Consider adding a sort and/or filter feature for notices. An alternate solution could be to create a unique notice ID to aid in selecting the desired notice.	
Risks/Issue Management	Manual Application Process		There appears to be no manual (i.e. paper) application for employers or employees. If an employer and their employees do not have access to a	Suggest [redacted] work with [redacted] to determine if a manual (i.e. paper) process is appropriate.	

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Dashboard Category	Title	Response Strategy	Observations	Recommendations	Risk Rank
			computer or the Internet they will need a manual process to apply for [redacted] This capability has been requested in other states.		
Implementation Planning Quality	No annual privacy and security training for agents	Mitigation	The approved training plan does not specify that agents will receive an annual privacy and security training. Certified agents working on the [redacted] required to take an annual privacy and security training.	Suggest adding language to the training plan to document that agents will receive the annual required privacy and security training.	
Risks/Issue Management	Reading Notices with PDF	Mitigation	System notices are opened in PDF. If stakeholders do not have PDF (or PDF reader) or the proper plug-ins they will not be able to open the notices. Many users may not have the appropriate software at the time they open their notice(s) and therefore may encounter difficulties.	Suggest adding a message to stakeholders on pages with notices informing them that they need PDF reader installed and offer a link to download the free PDF reader if needed.	

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5.4 Catalog of Review

The following sections include a list of the Project documents reviewed, meetings observed, and interviews conducted by the CSG IV&V Team during this IV&V Assessment.

5.4.1 Documents and Files Reviewed

This section provides a detailed listing of all documents reviewed for this IV&V Assessment.

Table 2: Documents and Files Reviewed

Documents and Files Reviewed

5.4.2 Meetings Attended

This section provides a detailed listing of meetings observed for this IV&V Assessment.

Table 3: Meetings Attended

Project Meetings Attended	Participants

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Project Meetings Attended	Participants
Key Decisions and Action Items (weekly)	
Carrier Meeting (weekly)	
Status meeting (bi-weekly)	
Schedule Health (bi-weekly)	
Risks/Issue Management (bi-weekly)	
Project meeting (weekly)	

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DELIVERABLE SIGNOFF AND APPROVAL

The signatures following indicate that this Project Deliverable, [redacted] ***Monthly IV&V Assessment Report 1***, has been reviewed by [redacted] and all the necessary project stakeholders, and that the authorized signers accept and approve the content herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

CSG Project Manager	[redacted]
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
NAME	NAME
TITLE	TITLE
DATE	DATE

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EXHIBIT 3

Minority and Women Owned Business Enterprise Commitment

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	**Goals**	
	MBE	**WBE**
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is 35%.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.

D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.

2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.

3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.

4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:
Contract Compliance Director
Cook County
118 North Clark Street, Room 1020
Chicago, Illinois 60602
(312) 603-5502

TONI PRECKWINKLE
PRESIDENT
Cook County Board of Commissioners

RICHARD R. BOYKIN
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

LUIS ARROYO, JR.
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

ELIZABETH ANN DOODY GORMAN
17th District

OFFICE OF CONTRACT COMPLIANCE
JACQUELINE GOMEZ
DIRECTOR
118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

August 12, 2015

Ms. Shannon E. Andrews
Chief Procurement Officer
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 1518-14795
Integrated Tax Modernization Project

Dear Ms. Andrews:

The following bid for the above-referenced contract has been reviewed for compliance with the General Conditions regarding the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the goals of 35% MBE/WBE overall participation.

Bidder: CSG Govemment Solutions, Inc.
Bid Amount: $499,744.00

Waiver Granted: The specifications and necessary requirements for performing this piggyback contract that includes a proprietary software solution make it impractical to divide the contract to enable the utilize MBEs and/or WBEs in accordance with the applicable participation.

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Original MBE/WBE Forms were used in the determination of the responsiveness of this contract.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/ate

Cc: Richard Sanchez, Office of the Chief Procurement Officer
Regine Nazaire, Bureau of Technology

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

☒ **FULL MBE WAIVER** ☒ **FULL WBE WAIVER**

☐ **REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

_____% of Reduction for MBE Participation
_____% of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

☐ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

☒ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

☐ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

☒ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

☐ (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**

☐ (2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

☐ (3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**

☐ (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**

☐ (5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

CSG Government Solutions

June 30, 2015

RE: Petition for Waiver of MBE/WBE Participation

To Whom It May Concern,

CSG Government Solutions requests a full waiver of the MBE/WBE requirements for providing quality assurance services for the Integrated Tax Processing System (ITPS) implementation. We request this waiver because the specifications and necessary requirements for performing the contract along with other relevant factors, as noted below, make it impossible or economically infeasible to divide the contract to utilize MBEs and/or WBEs:

Following is additional information regarding our waiver request in Section B, item (2) and item (4) on the enclosed Form 3:

- Regarding Section B, item (4) on Form 3 – The contract is being awarded on the basis of a reference contract, utilizing the State of Oregon Department of Revenue Quality Assurance Work Order Contract No. 102-1281-13, which was competitively bid. The referenced State of Oregon contract does not include any WBE/MBE requirements. The proposed services for Cook County are based on the same approach in Oregon, utilizing only CSG staff.
- Regarding Section B, item (2) on Form 3 – The detailed project approach is based on CSG Government Solution's specific experience providing these QA services in on multiple projects. CSG's team members have unique training and expertise utilizing CSG's proprietary tools and methodology. This makes it impossible or economically infeasible to utilize MBEs and/or WBEs for this scope of work.
- Regarding Section B, item (2) on Form 3 – The initial scope of work for this contract requires staffing the project with only two resources for a limited duration each quarter throughout the Integrated Tax Processing System (ITPS) implementation project. Because staffing for this initial scope of work is very targeted and limited, it is impossible or economically infeasible to utilize MBEs and/or WBEs for this scope of work.

Please let me know if you need any additional information.

Sincerely,

Tim Lenning

Enclosures:

- Petition for Waiver of MBE/WBE Participation – Form

180 North Stetson Avenue
Suite 3200
Chicago, IL 60601
312.444.2760
Fax: 312.938.2191
www.csgdelivers.com

EXHIBIT 4

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
300 South Riverside Plaza
Suite 1900
Chicago IL 60606

CONTACT NAME: Direct All Inquiries to Email
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: Chi_Certificates@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Northern Insurance Company	20303
INSURER B : Federal Insurance Company	20281
INSURER C : Chubb Indemnity Insurance Company	12777
INSURER D : BEAZLEY INS CO INC	37540
INSURER E :	
INSURER F :	

INSURED
CSG Government Solutions, Inc.
180 North Stetson Avenue Ste#3200
Chicago IL 60601

COVERAGES **CERTIFICATE NUMBER:** 1428593151 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			36012157	5/28/2015	5/28/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			73580408	5/28/2015	5/28/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ACV $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			79883729	5/28/2015	5/28/2016	EACH OCCURRENCE AGGREGATE $	$4,000,000 $4,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71744397	5/28/2015	5/28/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Errors and Omissions			W10A64150601	5/28/2015	5/28/2016		5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cook County of Illinois is included as an additional insured solely with respects to General Liability coverage as evidenced herein as required by written contract.

CERTIFICATE HOLDER

Cook County of Illinois
Office of Chief Procurement Officer
118 N. Clark Street, Room 1018
Chicago IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT 5

Board Authorization

Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #:	15-5155	**Version:** 1	**Name:**	CSG Government Solutions, Inc., Chicago, Illinois	
Type:	Contract (Technology)		**Status:**	Approved	
File created:	8/26/2015		**In control:**	Board of Commissioners	
On agenda:	9/9/2015		**Final action:**	9/9/2015	
Title:	PROPOSED CONTRACT (TECHNOLOGY)				

Department(s): Bureau of Technology

Vendor: CSG Government Solutions, Inc., Chicago, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute contract

Good(s) or Service(s): Independent Verification and Validation (IV&V) for the Integrated Tax Processing System implementation

Contract Value: $499,744.00

Contract period: 10/1/2015 - 9/30/2018 with two (2) one (1) year renewal options

Potential Fiscal Year Budget Impact: FY 2015 $76,744.00, FY 2016 $235,000.00, FY 2017 $188,000.00

Accounts: 1500909476

Contract Number(s): 1518-14795

Concurrence(s):
The vendor has met the Minority and Women Owned Business Enterprises Ordinance.

The Chief Procurement Officer concurs.

Summary: In cooperation with the Department of Revenue, the Bureau of Technology is requesting board approval of Contract No. 1518-14795 with CSG Government Solutions, Inc. to perform independent verification and validation services (IV&V) on the large scale Integrated Tax Processing System (ITSP) modernization effort. The project is scheduled to be executed over the course of 30 months, during which time CSG Government Solutions, Inc. will perform project review, quality assurance activities, and ongoing risk assessment to ensure that the ITSP is properly implemented.

This is a Comparable Government Procurement pursuant to Section 34-140 of the Cook County Procurement Code. CSG Government Solutions, Inc. was previously awarded a contract by the State of Oregon through a competitive Request for Proposal process. Cook County wishes to leverage this procurement effort.

Sponsors:

Indexes: SIMONA ROLLINSON, Chief Information Officer, Bureau of Technology, ZAHRA ALI, Director, Department of Revenue

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result

9/9/2015	1	Board of Commissioners	approved	Pass

PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Bureau of Technology

Vendor: CSG Government Solutions, Inc., Chicago, Illinois

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EXHIBIT 6

Identification of Subcontractors

CONTRACT NO.

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
○ Disqualification
○ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1518-14795 JVN	Date: 8/26/2015
Total Bid or Proposal Amount: $499,744	Contract Title: JVN Services for Integrated Tax System
Contractor: CGI Government Solutions, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: None
Authorized Contact for Contractor: Kirk Swenson	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): kswenson@cgsdelivers.com	Email Address (Subcontractor):
Company Address (Contractor): 180 N Stetson Ave, Suite 3300	Company Address (Subcontractor):
City, State and Zip (Contractor): Chicago, IL 60601	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor) (312)444-2768 Fax (312) 938-2181	Telephone and Fax (Subcontractor)
Estimated Start and Completion Dates (Contractor) Start → September, 2015 Complete → March, 2018	Estimated Start and Completion Dates (Subcontractor)

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor Kirk Swenson
Name
CFO
Title
Kirk Swenson
Prime Contractor Signature
8/26/2015
Date

EXHIBIT 7

Economic Disclosure Statement

CONTRACT NO.

COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

CONTRACT NO.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name Address

None

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes:_____ No: ✓

b) If yes, list business addresses within Cook County:

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes:_____ No: ✓

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

_____

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) ✓ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

_____

_____

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

CONTRACT NO.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or *"Legal Entity"* means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [✓] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [✓] Original Statement or [ ] Amended Statement

Identifying Information:

Name CSG Government Solutions, Inc.

D/B/A: _____ FEIN NO.: 0867

Street Address: 180 N Stetson Ave, Suite 3200

City: Chicago State: IL Zip Code: 60601

Phone No.: (312) 444-2760 Fax Number: (312) 938-2191 Email: kswanson@csgdelivers.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 5937-372-2

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [✓] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

CONTRACT NO.

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
See Exhibit 1 attached		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [✓] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
John Wadsworth	180 N Stetson Ste 3200 Chicago, IL 60601	President/CEO	Perpetual
Kirk Swenson	180 N Stetson Ste 3200 Chicago, IL 60601	Secretary/Treasurer	Perpetual
Robert Wadsworth	6669 N Sioux, Chicago, IL 60646	Assistant Secretary	Perpetual

Declaration (check the applicable box):

[✓] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[✓] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

CONTRACT NO.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Kirk Swanson
Name of Authorized Applicant/Holder Representative (please print or type)

CFO, Secretary / Treasurer
Title

Signature

8/14/2015
Date

kswenson@csgdelivers.com
E-mail address

(312) 423-2103
Phone Number

Subscribed to and sworn before me
this 14th day of 8, 2015

x Christina M Diaz
Notary Public Signature

My commission expires:

7/12/2019
Notary Seal

OFFICIAL SEAL
CHRISTINA M DIAZ
Notary Public - State of Illinois
My Commission Expires Jul 12, 2019

CONTRACT NO.

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than $25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of $100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"*Familial relationship*" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

Parent	Grandparent	Stepfather
Child	Grandchild	Stepmother
Brother	Father-in-law	Stepson
Sister	Mother-in-law	Stepdaughter
Aunt	Son-in-law	Stepbrother
Uncle	Daughter-in-law	Stepsister
Niece	Brother-in-law	Half-brother
Nephew	Sister-in-law	Half-sister

CONTRACT NO.

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: CSG Government Solutions, Inc.

Address of Person Doing Business with the County: 180 N Stetson, Suite 3200 Chicago, IL 60601

Phone number of Person Doing Business with the County: (312) 444-2760

Email address of Person Doing Business with the County: kswenson@csgdelivers.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Kirk Swenson, CFO, 180 N Stetson, Suite 3200, Chicago, IL 60601 (312) 423-2103 kswenson@csgdeli

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

1518-14795 JVV

The aggregate dollar value of the business you are doing or seeking to do with the County: $ 499,744

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

Richard Sanchez, Senior Contract Negotiator, (312) 603-2374

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

Dr. Regine Nazaire Jurado, PMO Program Manager, (312) 603-1411

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☑ The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

CONTRACT NO.

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

☐ The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

If more space is needed, attach an additional sheet following the above format.

☐ The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

CONTRACT NO.

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

8/14/2015
Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

CONTRACT NO.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"*Contract*" means any written document to make Procurements by or on behalf of Cook County.

"*Person*" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"*Procurement*" means obtaining supplies, equipment, goods, or services of any kind.

"*Substantial Owner*" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 1518-14795

County Using Agency (requesting Procurement): Department of Revenue

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): CSG Government Solutions, Inc.

Substantial Owner Complete Name: John Welsworth

FEIN# [redacted]

Date of Birth: [redacted] E-mail address: jwelsworth@csgdelivers.com

Street Address: 180 N Stetson Ave, Suite 3200

City: Chicago State: IL Zip: 60601

Home Phone: [redacted] Driver's License No: [redacted]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., **YES or NO**

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., **YES or NO**

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., **YES or NO**

Employee Classification Act, 820 ILCS 185/1 et seq., **YES or NO**

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., **YES or NO**

Any comparable state statute or regulation of any state, which governs the payment of wages **YES or NO**

If the Person/Substantial Owner answered **"Yes"** to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered **"Yes"** to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner ***YES or NO***

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation ***YES or NO***

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default ***YES or NO***

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____ Date: 8/14/2015

Name of Person signing (Print): John Welsworth Title: President & CEO

Subscribed and sworn to before me this 14th day of August, 20 15

x Christina M Diaz 7/12/2019

Notary Public Signature **Notary Seal**

Note: The above information is subject to verification prior to the award of the Contract.

OFFICIAL SEAL
CHRISTINA M DIAZ
Notary Public - State of Illinois
My Commission Expires Jul 12, 2019

CONTRACT NO.

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

CSG Government Solutions, Inc.
Corporation's Name

John Walsworth
President's Printed Name and Signature

(312) 444-2760
Telephone

kswanson@csgdelivers.com
Email

Secretary Signature

8/14/2015
Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Date

Telephone

Email

Subscribed and sworn to before me this
14th day of August, 2015.

Christina M Diaz
Notary Public Signature

My commission expires:
7/12/2019
Notary Seal

OFFICIAL SEAL
CHRISTINA M DIAZ
Notary Public - State of Illinois
My Commission Expires Jul 12, 2019

If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

Exhibit 1

Ownership Interest Declaration

Name	Address	Percentage Interest in Applicant
John Walsworth	180 N Stetson Ave, Suite 3200, Chicago, IL 60601	40.9%
John Walsworth Family Trust, Robert Walsworth Trustee	6669 N Sioux Ave, Chicago, IL 60646	10.6%
Timothy Lenning	180 N Stetson Ave, Suite 3200, Chicago, IL 60601	9.0%
Michael Cooney	180 N Stetson Ave, Suite 3200, Chicago, IL 60601	9.0%
Ann Fish	180 N Stetson Ave, Suite 3200, Chicago, IL 60601	8.6%
Trust B Under Will of James Walsworth, Robert Walsworth Trustee	6669 N Sioux Ave, Chicago, IL 60646	8.3%

CONTRACT NO. 1518-14795

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Sam E. M

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 1 DAY OF October ,20 15.

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1518-14795

OR

ITEM(S), SECTION(S), PART(S): N/A

TOTAL AMOUNT OF CONTRACT: $ 499,744.00

(DOLLARS AND CENTS)

FUND CHARGEABLE:

APPROVED BY BOARD OF COOK COUNTY COMMISSIONERS

SEP 09 2015

APPROVED AS TO FORM:

N/A

ASSISTANT STATE'S ATTORNEY
(Required on contracts over $1,000,000.00)

9/9/15

Date

ATTACHMENT 1

State of Oregon Contract No.102-1281-13

WORK ORDER CONTRACT TERMS AND CONDITIONS FOR PRICE AND SERVICES AGREEMENT #9920

This work order contract No. 102-1281-13 (hereinafter "Contract") is entered into on the Effective Date (defined below) by and between the Department of Administrative Services (DAS), Procurement Services ("DAS PS") on behalf of the Oregon Department of Revenue ("DOR" or "Agency"), and CSG Government Solutions, Inc., an Illinois corporation ("QA Contractor").

RECITALS

A. Agency desires to engage Contractor to provide Services to enable Agency to achieve specific business and governing entity mission objectives.

B. QA Contractor is a successful Proposer in connection with the RFP # 102-1473-08, and has a Price and Services Agreement with the State of Oregon by and through its Department of Administrative Services.

C. QA Contractor desires to perform the Services for the State of Oregon and its Authorized Purchasers.

The parties agree as follows:

I. DEFINITIONS.

"Authorized Representative" means a person representing a party to this Contract who is authorized to make commitments and decisions on behalf of the party regarding the performance of this Contract. QA Contractor's Authorized Representative is the person so identified in Exhibit D. Agency's Authorized Representative is the person so identified in Exhibit E.

"Confidential Information" is defined in Section 8.1.

"Contract" means all terms and conditions herein and all Exhibits attached hereto including Price and Services Agreement # 9920.

"Contractor Intellectual Property" means any pre-existing intellectual property (IP) that is owned by QA Contractor and developed independently and separately from the Services prior to the Effective Date of this Agreement, during the term of this Agreement, including any renewals, and after the termination of this Agreement. For clarification purposes, pre-existing IP includes, but is not limited to, QA Contractor's pre-existing tools, processes, methodologies, copyrighted research materials, proprietary research data, and proprietary databases that is owned by QA Contractor outside of the Contract.

"DAS" means the State of Oregon acting through its Department of Administrative Services.

"Deliverables" means all items that QA Contractor is required to deliver to Agency under this Contract, including Developments.

"Delivery Schedule" means the schedule set forth in the Statement of Work that includes the completion date of each Milestone and the delivery date for each Deliverable.

"Developments" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, knowhow, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registrable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by QA Contractor (either alone or with others) pursuant to the Contract. Notwithstanding anything in the immediately preceding sentence to the contrary, Developments shall not include any Third Party Intellectual Property or Contractor Intellectual Property.

"Documentation" means all documents, including documents that are Deliverables described in the Statement of Work.

"DOJ" means the State of Oregon acting through its Department of Justice. **Individual Work Order Contracts that exceed $100,000 may require the Attorney General's legal sufficiency approval.**

"Effective Date" means the date on which this Contract is fully executed and approved in accordance with applicable laws, rules and regulations.

"Final Acceptance" is defined in Section 2.5.

"Intellectual Property Rights" is defined in Section 11.2.

"Key Persons" means QA Contractor's Authorized Representative, the Project Manager and all other QA Contractor personnel designated as key persons in Exhibit D.

"Maximum Not-To-Exceed Compensation" is defined in Section 6.1.

"Milestone" means a specific group of tasks or Deliverables identified as a Milestone in the Statement of Work.

"Project Manager" means QA Contractor's representative who manages the processes and coordinates the Services with Agency's Authorized

Representative to ensure delivery of the Deliverables and completion of Milestones. QA Contractor's Project Manager is the person so identified in Exhibit D.

"Proposal" means QA Contractor's proposal in response to the RFP.

"RFP" means the Request for Proposal.

"Schedule of Deliverables" means a document that describes each Deliverable, measurable attributes of each Deliverable, Milestones with identification of the Services activities that are associated with them, and a planned completion date for each Milestone and Deliverable.

"Services" means all services to be performed under this Contract.

"Services Retention Amount" is defined in Section 6.3.

"Statement of Work" means the Schedule of Deliverables, the payment schedule, and any other items as agreed by the parties, all attached hereto as Exhibit A.

"Third Party Intellectual Property" means any intellectual property owned by parties other than Agency or QA Contractor.

"Warranty Period" is defined in section 2.6.

II. SCOPE OF SERVICES.

2.1 Performance and Delivery. QA Contractor shall perform the Services as set forth in the Statement of Work, in accordance with the Delivery Schedule and the standards and methodologies set forth in the Statement of Work.

2.2 Responsibilities of Agency. If this Contract requires Agency to provide Services, and Agency fails to provide the requisite quality or quantity of such Services, or fails to provide such Services in a timely manner, QA Contractor's sole remedy shall be an extension of the applicable delivery dates corresponding to the delay caused by Agency's failure. Agency may delay QA Contractor's performance under the Work Order Contract for up to ninety (90) calendar days, at no additional cost to Agency, if Agency experiences delays resulting from Agency's purchase, installation, configuration or operation of hardware.

2.3 Delivery and Review of Deliverables.

2.3.1 QA Contractor shall deliver Deliverables and complete Milestones as set forth in the Statement of Work by no later than the date or dates set for delivery in the Statement of Work. Interim delivery dates, both critical and non-critical, are

set forth in the Statement of Work and are subject to Agency performing its responsibilities in a timely manner.

2.3.2 QA Contractor shall provide written notice to Agency upon delivery of a completed Deliverable to Agency. By no later than (i) seven (7) business days after receipt of such notice, or (ii) the date set forth in the Delivery Schedule for Agency's review, Agency shall determine whether the Deliverable meets the specifications and performance standards set forth in the Statement of Work.

2.3.3 If the Agency determines that a Deliverable does not meet the specifications or performance standards, Agency shall notify QA Contractor in writing of Agency's rejection of the Deliverable, and describe in reasonable detail in such notice the Agency's basis for rejection of the Deliverable. Upon receipt of notice of non-acceptance, QA Contractor shall, within a ten (10) business day period, modify or improve the Deliverable at QA Contractor's sole expense to ensure that the Deliverable meets such specifications or performance standards, and notify the Agency in writing that it has completed such modifications or improvements and re-tender the Deliverable to Agency. Agency shall thereafter review the modified or improved Deliverable within 15 calendar days of receipt of the QA Contractor's delivery of the Deliverable. Failure of the Deliverable to meet the specifications and performance standards after the second set of acceptance tests shall constitute a default by QA Contractor. Upon such default, Agency may either (i) notify QA Contractor of such default and instruct QA Contractor to modify or improve the Deliverables as set forth in this section 2.3.3, or (ii) notify QA Contractor of such default and instruct QA Contractor to cease work on the Deliverable, in which case QA Contractor shall refund to Agency all amounts paid by Agency related to such Deliverable. Such refund shall be in addition to, and not in lieu of, any other remedies Agency may have for QA Contractor's default.

2.4 [RESERVED]

2.5 Final Acceptance. Final Acceptance means Agency's Acceptance of all Deliverables including Change Orders, if any.

2.6 Warranty Period means the period that begins on the Effective Date of this Contract and ends 180 calendar days after the date of Final Acceptance.

III. CHANGE CONTROL PROCEDURES.

3.1 Written Change Requests. Either Agency or QA Contractor may request a change to this Contract, including all Exhibits hereto, by submitting a written change request describing the change requested. Agency's and QA Contractors' Authorized Representatives will review the written change request and either mutually approve it for further analysis or reject it.

3.2 Analysis of Change Requests; Change Orders. The party to whom the written change request has been submitted, if it has not been rejected pursuant to Section 3.1, shall analyze such change request to determine the effect that the implementation of the change will have on the Statement of Work. If any change is approved, the party that submitted the request for the change shall prepare a written change order, detailing all modifications to the scope, price, Delivery Schedule or other terms (the "Change Order"). A Change Order at a minimum shall contain the following information:

3.2.1 The date of issuance of the Change Order;

3.2.2 A detailed description of the Services to be performed under the Change Order;

3.2.3 The particular specification or matter set forth in the applicable Statement of Work which will be altered and the precise scope of that alteration;

3.2.4 The cost of the Services to be performed pursuant to the Change Order; and

3.2.5 The cumulative cost of all Change Orders previously issued.

A Change Order shall alter only that portion of the Statement of Work to which it expressly relates and shall not otherwise affect the terms and conditions of this Contract. Both parties must sign the Change Order to authorize the Services described therein and incorporate the changes into this Contract. No Services shall be performed pursuant to the Change Order and no payment shall be made on account of the Change Order until the Change Order is fully executed and approved as set forth in Section 19.15.

3.3 Payments. Subject to the foregoing Sections of this Article III and performance of the Services, Agency shall pay for Services performed pursuant to a Change Order in accordance with the acceptance and payment procedures set forth in this Contract.

IV. QA CONTRACTOR'S PERSONNEL.

4.1 Project Manager. QA Contractor shall designate one of the Key Persons as Project Manager for the Services. The Project Manager shall be familiar with Agency's business operations and objectives, shall perform the Services in accordance with the warranties set forth in Article IX of this Contract. The Project Manager will participate with Agency in periodic review sessions and will provide at Agency's request detailed progress reports that identify completed tasks and the status of the remaining Services.

4.2 QA Contractor's Employees and Subcontractors. QA Contractor shall not use subcontractors to perform the Services unless specifically authorized to do so by Agency. QA Contractor represents that any employees assigned to perform the Services, and any authorized subcontractors performing the Services shall perform the Services in accordance with the warranties set forth in Article IX of this Contract.

4.3 Key Persons. QA Contractor acknowledges and agrees that Agency selected QA Contractor, and is entering into this Contract, because of the special qualifications of QA Contractor's Key Persons identified in Exhibit D. QA Contractor's Key Persons shall not delegate performance of their powers and responsibilities they are required to provide under this Contract to another QA Contractor employee(s) without first obtaining the written consent of the Agency. Further, QA Contractor shall not re-assign or transfer the Key Persons to other duties or positions such that the Key Persons are no longer available to provide the Agency with their expertise, experience, judgment, and personal attention, without first obtaining the Agency's prior written consent to such re-assignment or transfer, which Agency shall not unreasonably withhold. Notwithstanding the foregoing, QA Contractor may replace Key Persons without Agency's consent in the event any Key Persons are no longer available due to death, illness or termination of employment with QA Contractor. In the event QA Contractor requests that the Agency approve a re-assignment or transfer of the Key Persons, or if QA Contractor must replace Key Persons due to death, illness or termination of employment with the QA Contractor, the Agency shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Persons. Any such replacement shall have substantially equivalent or better qualifications than the Key Person being replaced, and shall perform the Services in accordance with the warranties set forth in Article IX. Any replacement personnel approved by Agency shall thereafter be deemed a Key Person for purposes of this Contract and Exhibit D shall be deemed amended to include such Key Person. QA Contractor shall not charge Agency and Agency shall not pay for any proposed replacement Key Person while such replacement acquires the necessary skills and project knowledge to proceed with the Services required hereunder; however, such period of non-charge may not exceed twenty-eight (28) calendar days, but shall last for a minimum of fourteen (14) calendar days, after which time Agency shall pay for such Key Person if QA Contractor demonstrates to Agency's satisfaction that such replacement has acquired the necessary skills and project knowledge to proceed with the Services required hereunder.

V. TERM.

This Contract shall be effective on the Effective Date, and shall expire on the later of the expiration of any Warranty or March 31, 2018.

VI. PAYMENT.

6.1 Maximum Payment Amount. Notwithstanding any other provision of this Contract to the contrary, the maximum, not-to-exceed compensation that Agency will pay to QA Contractor is set forth in the applicable Statement of Work (the "Maximum Not-To-Exceed Compensation"), which includes payment for any allowable expenses for which QA Contractor may request reimbursement under this Contract.

6.2 Payments. Subject to Sections 6.3 and 6.5, Agency shall pay QA Contractor for each Deliverable delivered pursuant to the Statement of Work and accepted by Agency as set forth in Exhibit A, Appendix 2.

6.3 Retention Amount. Agency shall in all events be permitted to hold back an amount (the "Retention Amount") of not more than ten percent (10%) of any amount that is payable by Agency to QA Contractor. Agency shall pay the then accrued Retention Amount to QA Contractor in accordance with Section 6.5 for Deliverables that have been accepted by the Agency after the following events have occurred:

i. Beginning six months after the Effective Date of this Contract; then
ii. Every six months thereafter; then
iii. Agency shall pay the then accrued Retention Amount within thirty (30) days following Final Acceptance.

6.4 Expenses. Agency will not pay any expenses incurred by QA Contractor during the completion of the Services.

6.5 Invoices. Agency shall pay QA Contractor not more than once each month upon QA Contractor's submission of detailed invoices that set forth the Services performed and goods accepted by Agency. Such invoicing may be comprised of multiple invoices over the course of a given payment period and each shall comply with the requirements of Sections 6.2, 6.3, and 6.4 and shall describe Deliverables completed and all Services performed with particularity and by whom they were performed, including name and job title, reference to the specific activity in the Statement of Work, and number of hours spent completing the Services. QA Contractor shall request payment only for Services that represents completion of specific Milestones or Deliverables. QA Contractor shall submit invoices to Agency's Authorized Representative. Agency will have the right to review each such invoice for compliance with the requirements of this Section 6.5 and any other relevant provisions of this Contract. All payments to QA Contractor are subject to ORS 293.462.

6.6 Limit on Payments. QA Contractor shall not submit invoices for, and Agency shall not pay, any amount in excess of the Maximum Not-To-Exceed Compensation. If this maximum amount is increased by amendment of this Contract, pursuant to Section19.15, the amendment must be fully effective before QA Contractor performs Services or delivers goods subject to the amendment.

No payment will be made for any Services performed or goods delivered before the Effective Date or after termination of this Contract, as it may be amended from time to time, in accordance with its terms.

VII. OWNERSHIP AND LICENSE IN DELIVERABLES.

7.1 Original Works.

All intellectual property rights in the Developments created by QA Contractor pursuant to the Contract shall be the exclusive property of Agency. All Developments authored by the QA Contractor under this Contract shall be deemed "works made for hire" to the extent permitted by the United States Copyright Act. To the extent Agency is not the owner of the intellectual property rights in such Development, QA Contractor hereby irrevocably assigns to Agency any and all of its rights, title, and interest in such Development. Upon Agency's reasonable request, QA Contractor shall execute such further documents and instruments reasonably necessary to fully vest such rights in Agency. QA Contractor forever waives any and all rights relating to such Development created pursuant to the Services, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

7.2. QA Contractor Intellectual Property. If intellectual property rights in the Development are QA Contractor Intellectual Property, QA Contractor hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the QA Contractor Intellectual Property, and to authorize others to do the same on Agency's behalf, to fulfill the business objectives identified in this Work Order Contract and the Prices and Services Agreement.

7.3. Third Party Intellectual Property. To the extent QA Contractor has the authority, QA Contractor shall sublicense or pass through to Agency all Third Party Intellectual Property. QA Contractor represents and warrants that it has provided written disclosure to Agency of all Third Party Intellectual Property that must be independently licensed by Agency to fully enjoy the benefit of the Development. In the event QA Contractor failed to provide such written disclosure, QA Contractor shall secure on the Agency's behalf and in the name of and subject to the approval of the Agency, the Third Party Intellectual Property License sufficient to fulfill the business objectives identified in this Work Order Contract and the Prices and Services Agreement.

7.4 Further Assurances. QA Contractor shall execute any instruments and do all other things reasonably requested by Agency (both during and after the term of this Contract) in order to vest more fully in Agency any and all ownership rights in those items hereby transferred by QA Contractor to Agency. In the event Agency is unable, after reasonable effort, to secure QA Contractor's signature on

any copyright registrations or documents or instruments necessary to evidence Agency's ownership rights in, or to evidence the transfer to Agency of ownership rights in, the Developments or other property, for any reason whatsoever, QA Contractor hereby irrevocably designates and appoints Agency and its duly authorized officers and agents as QA Contractor's agent and attorney-in-fact, to act for and in its behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright registrations, and other analogous protection thereon with the same legal force and effect as if executed by QA Contractor.

7.5 Disputes and Disclosures. In any dispute over ownership rights, QA Contractor shall have the burden of proving prior or independently developed rights in copyrightable code by clear and convincing proof.

7.6 No Rights. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon QA Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by Agency. Nothing in this Contract shall be construed as granting to or conferring upon Agency any right, title, or interest in any QA Contractor Intellectual Property that is now owned or subsequently owned by QA Contractor.

7.7 Competing Services. Subject to the provisions of this Article VII, and QA Contractor's obligations with respect to Confidential Information, as defined in Article VIII, nothing in this Contract shall preclude or limit in any way the right of QA Contractor to: (i) provide the services similar to those contemplated in this Contract, or, consulting or other services of any kind or nature whatsoever to any individual or entity as QA Contractor in its sole discretion deems appropriate, or (ii) develop for QA Contractor or for others, deliverables or other materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables Each party shall be free to utilize any concepts, processes, know-how, techniques, improvements or other methods it may develop during the course of performance under this Contract free of any use restriction or payment obligation to the other.

VIII. CONFIDENTIALITY AND NON-DISCLOSURE.

8.1 Confidential Information. QA Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Agency or Agency's clients. Any and all information of any form obtained by QA Contractor or its employees or agents in the performance of this Contract shall be deemed to be confidential information of Agency ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by QA Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential

Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by QA Contractor) publicly known; (b) is furnished by Agency to others without restrictions similar to those imposed by this Contract; (c) is rightfully in QA Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than Agency without the obligation of confidentiality, (e) is disclosed with the written consent of Agency, or; (f) is independently developed by employees or agents of QA Contractor who can be shown to have had no access to the Confidential Information.

8.2 Non-Disclosure. Subject to required disclosure compelled by applicable law or an administrative or legal process, QA Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that QA Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever other than the provision of Services to Agency hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. QA Contractor shall use commercially reasonable efforts to assist Agency in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, QA Contractor shall advise Agency immediately in the event QA Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and QA Contractor will at its expense cooperate with Agency in seeking injunctive or other equitable relief in the name of Agency or QA Contractor against any such person. QA Contractor agrees that, except as directed by Agency, QA Contractor will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract. Moreover, QA Contractor agrees that upon termination of this Contract or at Agency's request, QA Contractor will turn over to Agency all documents, papers, and other matter in QA Contractor's possession that embody Confidential Information. QA Contractor may request Agency's permission to retain particular documents, papers, and other matter in QA Contractor's possession that embody Confidential Information for the purpose of satisfying requirements of a particular, applicable professional standard.

8.3 Federal Tax Information and Identity Theft. In the performance of this Contract, QA Contractor may have possession or access to documents, records or items that are confidential tax returns as defined in Section 6103 of the Internal Revenue Code and as further defined as Federal Tax Information ("FTI") in IRS Publication 1075 or that contain "Personal Information" as that term is used in ORS 646A.602 (11), including Social Security numbers. FTI and Personal Information are types of Confidential Information that are highly sensitive and subject to additional protection. QA Contractor shall comply with

the provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. §552a et. seq. Therefore, prior to the receipt of, and during the period in which QA Contractor has possession of or access to, any FTI or Personal Information, QA Contractor shall have in place, a formal written information security program that provides safeguards to protect FTI and Personal Information from loss, theft, and disclosure to unauthorized persons, as required by the IRS Publication 1075 and the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628.

8.3.1 In addition to and without limiting the generality of Sections 8.1, 8.2, 8.4, and 8.5, QA Contractor shall not breach or permit breach of the security of any FTI or Personal Information that is contained in any document, record, compilation of information or other item to which QA Contractor receives access, possession, custody or control under this Contract. QA Contractor shall not disclose, or otherwise permit access of any nature, to any unauthorized person, of any such FTI or Personal Information. QA Contractor shall not use, distribute or dispose of any FTI or Personal Information other than expressly permitted by Agency, required by applicable law, or required by an order of a tribunal having competent jurisdiction.

8.3.2 QA Contractor shall promptly report to Agency any breach of security, use, disclosure, theft, loss, or other unauthorized access of any document, record, compilation of information or other item that contains FTI or Personal Information to which QA Contractor receives access, possession, custody or control in the performance of this Contract.

8.3.3 QA Contractor shall require the compliance of its employees and agents with this Section.

8.4 Security Policies and Non-Disclosure Agreement. QA Contractor at all times shall comply with Agency's Security Clause attached hereto as Exhibit J. QA Contractor shall also comply with all other State access and security policies and procedures. Agency shall deliver copies of all such policies and procedures to QA Contractor. QA Contractor shall upon Agency's request provide a written non- disclosure agreement or signed secrecy clause and obtain such from QA Contractor's employees or subcontractors performing Services under this Contract.

8.5 Injunctive Relief. QA Contractor acknowledges that breach of this Article VIII, including disclosure of any Confidential Information, will give rise to irreparable injury to Agency that is inadequately compensable in damages. Accordingly, Agency may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal

remedies that may be available. QA Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Agency and are reasonable in scope and content.

IX. QA CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.

9.1 General Representations and Warranties. QA Contractor represents and warrants to Agency that:

9.1.1 QA Contractor has the power and authority to enter into and perform this Contract;

9.1.2 This Contract, when executed and delivered, will be a valid and binding obligation of QA Contractor enforceable in accordance with its terms;

9.1.3 QA Contractor will, at all times during the term of this Contract, be qualified to do business in the State of Oregon, professionally competent and duly licensed to perform the Services;

9.1.4 QA Contractor is not in violation of, charged with nor, to the best of QA Contractor's knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the Services, and QA Contractor's provision of the Services shall not violate any such law, ordinance, regulation or order.

9.1.5 QA Contractor's performance under this Agreement creates no potential or actual conflict of interest, as defined by ORS 244, for either QA Contractor or any QA Contractor personnel that will perform the Services under this Agreement.

9.1.6 The Contractor Data and Tax Certification in the form attached hereto as Exhibit B and the Certification Statement For Independent Contractor in the form attached hereto as Exhibit C, if applicable, are true and accurate as of the Effective Date, and QA Contractor will notify Agency in writing if any such data or certifications change during the term of this Contract such that the attached Exhibits B or C, if applicable, are no longer true and accurate.

9.2 QA Contractor's Performance Warranties. QA Contractor represents and warrants to Agency that:

9.2.1 QA Contractor has the skill and knowledge possessed by well-informed members of its trade or profession and QA Contractor will apply that skill and knowledge with care and diligence so QA Contractor and QA Contractor's employees and any authorized subcontractors perform the Services described in this Contract in accordance with the standards prevalent in QA Contractor's profession.

9.2.1.1 QA Contractor's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Agency. QA Contractor will not perform management functions or make management decisions for Agency.

9.2.2 Through the expiration of the Warranty Period, all Deliverables delivered by QA Contractor to Agency, shall (a) be free from material errors caused by QA Contractor's failure to fulfill its obligations under this Contract; and (b) shall materially conform to all requirements and specifications contained in the Contract, including the Statement of Work.

9.2.3 Except as otherwise provided in this Contract, all Deliverables supplied by QA Contractor to Agency shall be transferred to Agency free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind.

9.2.4 When used as authorized by this Contract, no Deliverable delivered by QA Contractor to Agency infringes, nor will Agency's use, duplication, or transfer of such Deliverables infringe, any copyright, patent, trade secret, or other proprietary right of any third party.

9.2.5 Except as otherwise set forth in this Contract, any subcontractors performing work for QA Contractor under this Contract have assigned all of their rights in the Deliverables to QA Contractor or Agency and no third party has any right, title or interest in any Deliverables supplied to Agency under this Contract.

9.2.6 QA Contractor represents and warrants that it has developed, implemented and will maintain reasonable safeguards to protect the security, confidentiality and integrity of the personal information, including disposal of the data as required by ORS 646A.622.

9.3 WARRANTIES EXCLUSIVE; DISCLAIMERS. THE WARRANTIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND QA CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE..

X. LIMITATION OF LIABILITY.

10.1 EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO (i) SECTION 11.1, (ii) SECTION 11.2, OR (iii) CLAIMS FOR PERSONAL INJURY,

INCLUDING DEATH, OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY ARISING FROM THE NEGLIGENCE, RECKLESS CONDUCT OR INTENTIONAL ACTS OF QA CONTRACTOR, ITS OFFICERS, EMPLOYEES OR AGENTS, QA CONTRACTOR'S LIABILITY FOR DAMAGES TO THE STATE FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO LIMITED TO AN AMOUNT EQUAL TO THE MAXIMUM NOT-TO-EXCEED COMPENSATION STATED IN SECTION 6.1 PLUS THE AMOUNT OF ANY INCREASE IN THAT MAXIMUM NOT-TO-EXCEED COMPENSATION AUTHORIZED BY AMENDMENT OF THIS CONTRACT INCLUDING CHANGE ORDERS..

10.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST DATA OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES.

XI. INDEMNITIES.

11.1 General Indemnity. QA Contractor shall defend, save, hold harmless, and indemnify the State of Oregon, DAS, Agency and their officers, employees and agents from and against all third party claims, suits, actions, losses, damages, liabilities, costs and expenses for personal injury, including death, damage to real property and damage to tangible personal property resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of QA Contractor or its officers, employees, subcontractors, or agents under this Contract; provided that QA Contractor shall have no obligation to indemnify Agency, DAS or the State of Oregon from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable solely to the acts or omissions of Agency, DAS or the State of Oregon, and their officers, employees or agents.

11.2 IP Indemnity. In addition to and without limiting the generality of Section 11.1, QA Contractor expressly agrees to, indemnify, defend and hold the State of Oregon and its agencies, subdivisions, officers, directors, employees and agents harmless from any and all third party claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to any claims that the Deliverables or use thereof infringe any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right (collectively, "Intellectual Property Rights") of any third party. If QA Contractor believes at any time that the Deliverables infringe a third party's Intellectual Property Rights, QA Contractor may upon receipt of Agency's prior written consent, which Agency shall not unreasonably withhold, (i) replace an infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item; or (ii) obtain for Agency the right to continue to use the infringing item; or (iii) modify the infringing item to be non-infringing, provided that, following any replacement or modification made

pursuant to the foregoing, that the Deliverable will meet with the specifications set forth in this Contract. QA Contractor's failure or inability to accomplish any of the foregoing shall be deemed a material breach of this Contract, and Agency may pursue any rights and remedies available to it under this Contract, including termination.

QA Contractor shall have no obligation under this section for any claim of infringement based on any unauthorized modification of the materials by AP or any third party or the unauthorized use of the materials.

11.3 Control of Defense and Settlement. QA Contractor's obligation to indemnify Agency as set forth in Sections 11.1 and 11.2 is conditioned on Agency providing to QA Contractor prompt notification of any claim or potential claim of which Agency becomes aware that may be the subject of those Sections. QA Contractor shall have control of the defense and settlement of any claim that is subject to Section 11.1 or Section 11.2; however, neither QA Contractor nor any attorney engaged by QA Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor shall QA Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that QA Contractor is prohibited from defending the State of Oregon, is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

11.4 Damages to State Property and Employees. QA Contractor shall be liable for all claims, suits, actions, losses, damages, liabilities, costs and expenses for personal injury, including death, damage to real property and damage to tangible personal property of the State of Oregon or any of its employees resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of QA Contractor or its officers, employees, subcontractors, or agents under this Contract.

XII. INSURANCE.

12.1 Workers' Compensation Insurance. All employers, including QA Contractor, that employ subject Workers who provide Services under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. QA Contractor shall ensure that each of its subcontractors complies with these requirements.

12.2 Professional Liability Insurance. QA Contractor shall obtain and maintain, at its own expense, for the duration of this Contract, professional liability insurance including coverage for the following exposures: Technology Errors and Omissions, Security and Privacy Liability, and Media Liability arising from QA Contractor's rendering of professional services pursuant to this Work Order Contract, with a combined single limit, or the equivalent, of not less than $1,000,000, for each claim, incident or occurrence This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

12.3 General Liability Insurance. QA Contractor shall obtain and maintain, at its own expense, for the duration of this Contract, general liability insurance with a combined single limit, or the equivalent, of not less than $1,000,000, for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

12.4 Automobile Liability Insurance. QA Contractor shall obtain and maintain, at its own expense, for the duration of this Contract, automobile liability insurance with a combined single limit, or the equivalent, of not less than the amount required under the Oregon Financial Responsibility Law (ORS 806.060 through ORS 806.115) for each accident for bodily injury and property damage, including coverage for the business use of owned, hired or non-owned vehicles, as applicable.

12.5 Additional Insureds. As available, each of the insurance policies that QA Contractor obtains pursuant to this Article XII shall provide that the State of Oregon, DAS, Agency and their divisions, officers and employees are additional insureds under the policy, but only with respect to the Services that QA Contractor will provide under this Contract.

12.6 Notice of Cancellation or Change. QA Contractor shall not cancel, reduce its limits for, omit or intend not to renew, or otherwise cause a material change in the insurance coverage required under this Contract without thirty (30) calendar days' prior written notice from QA Contractor or its insurers to DAS PS.

12.7 Certificates of Insurance. As evidence of the insurance coverage required under this Contract, QA Contractor shall furnish insurance certificates, or other acceptable forms of insurance verifications, to DAS PS before commencing the Services and annually thereafter. The acceptable insurance verifications shall specify all of the parties who are additional insureds, if any, and shall indicate all deductible amounts or retention's for all self-insurance. Insuring companies shall be authorized to sell insurance in the State of Oregon. QA Contractor shall be financially responsible for all pertinent deductibles, self-insured retention, and self-insurance.

XIII. Events of Default.

13.1 Default by QA Contractor. QA Contractor shall be in default under this Contract if:

13.1.1 QA Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings which are not dismissed within 60 days of their commencement, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

13.1.2 QA Contractor no longer holds a license or certificate that is required for QA Contractor to perform the Services and QA Contractor has not obtained such license or certificate within thirty (30) business days after delivery of Agency's notice or such longer period as Agency may specify in such notice; or

13.1.3 QA Contractor commits any material breach or default of any covenant, warranty, obligation or certification under this Contract, fails to perform the Services in conformance with the specifications and warranties provided herein, or clearly manifests an intent not to perform future obligations under this Contract, and such breach or default is not cured, or such manifestation of an intent not to perform is not corrected by reasonable written assurances of performance within thirty (30) business days after delivery of Agency's notice or such longer period as Agency may specify in such notice.

13.2 Default by Agency. Agency shall be in default under this Contract if:

13.2.1 Agency fails to pay QA Contractor any amount pursuant to the terms of this Contract, and Agency fails to cure such failure within thirty (30) business days after delivery of QA Contractor's notice or such longer period as QA Contractor may specify in such notice; or

13.2.2 Agency commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and Agency fails to cure such failure within thirty (30) business days after delivery of QA Contractor's notice or such longer period as QA Contractor may specify in such notice.

XIV. Remedies for Default.

14.1 Agency's Remedies. In the event QA Contractor is in default under Section 13.1, Agency may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, which include, without limitation:

14.1.1 termination of this Contract under Section 15.2;

14.1.2 withholding all monies due for Services that QA Contractor is obligated but has failed to perform within thirty (30) days after Agency has notified Contractor of the nature of Contractor's default;

14.1.3 Reserved

14.1.4 initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and

14.1.5 exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that QA Contractor was not in default under Sections 13.1, the rights and obligations of the parties shall be the same as if this Contract was terminated pursuant to Section 15.1.

14.2 QA Contractor's Remedies. In the event Agency terminates this Contract as set forth in Section 15.1, or in the event Agency is in default under Section 13.2 and whether or not QA Contractor elects to exercise its right to terminate the Contract under Section 15.3, QA Contractor's sole monetary remedy shall be a claim for the unpaid invoices; the hours worked but not yet billed with respect to each Deliverable, up to the not-to-exceed amount for the Deliverable set forth in the Statement of Work; authorized expenses incurred, less previous amounts paid and any claims which Agency has against QA Contractor. If previous amounts paid to QA Contractor exceed the amount due to QA Contractor under this Section 14.2, QA Contractor shall pay any excess to Agency upon written demand.

XV. Termination.

15.1 Agency's Right to Terminate. Agency may, at its sole discretion, terminate this Contract, as follows:

15.1.1 Agency may terminate this Contract for its convenience upon thirty (30) days' prior written notice to QA Contractor.

15.1.2 Agency may terminate this Contract if Agency fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for QA Contractor's services;

15.1.3 Agency may terminate this Contract if Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the performance of the Services under this Contract is prohibited or Agency is prohibited from paying for such Services from the planned funding source;

15.2 Agency's Right to Terminate for Cause. In addition to any other rights and remedies Agency may have under this Contract, Agency may terminate this Contract, in whole or in part, immediately upon QA Contractor's default under Section 13.1.

15.3 QA Contractor's Right to Terminate for Cause. QA Contractor may terminate this Contract upon Agency's default under Section 13.2.

15.4 Return of Property. Upon termination of this Contract for any reason whatsoever, QA Contractor shall immediately deliver to Agency all of Agency's property (including without limitation Agency's Confidential Information or any Deliverables for which Agency has made payment in whole or in part) that are in the possession or under the control of QA Contractor in whatever stage of development and form of recordation such Agency property is expressed or embodied at that time. Any property or Deliverable returned or delivered to Agency pursuant to this Section shall be provided without the warranties set forth in Section 9.2.2, and subject to any additional disclaimers from QA Contractor that Agency is willing to accept at the time, **unless**, with respect to Deliverables, Agency has accepted the Deliverable pursuant to Section 2.3.

XVI. INDEPENDENT CONTRACTOR; TAXES AND WITHHOLDING.

16.1 Perform All Services. QA Contractor shall perform all Services as an independent contractor. Although Agency reserves the right to evaluate the quality of the completed performance, Agency cannot and will not control the means or manner of QA Contractor's performance. QA Contractor is responsible for determining the appropriate means and manner of performing the Services.

16.2 Declaration and Certification. QA Contractor by execution of this Contract declares and certifies that (i) its performance of the Services creates no potential or actual conflict of interest as defined by ORS Chapter 244, for QA Contractor or any QA Contractor personnel who will perform Services under this Contract, and (ii) in the event that QA Contractor or its personnel are either employed by or performing services for the federal government, that no rules or regulations of the agency for which QA Contractor or its personnel work or are employed prohibit QA Contractor or its personnel from providing the Services under this Contract. QA Contractor also declares and certifies by execution of this Contract that it is not an "officer," "employee," or "agent" of Agency, as those terms are used in ORS 30.265.

16.3 Responsible for Taxes. QA Contractor shall be responsible for all federal and state taxes applicable to compensation and other payments paid to QA Contractor under this Contract and, unless QA Contractor is subject to backup withholding, Agency will not withhold from such compensation and payments any

amount to cover QA Contractor's federal or state tax obligations. QA Contractor is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to QA Contractor under this Contract, except as a self- employed individual.

XVII. COMPLIANCE WITH APPLICABLE LAW.

17.1 Compliance with Law Generally. QA Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, QA Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. Agency's performance under the Contract is conditioned upon QA Contractor's compliance with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.

17.2 Compliance with Federal Law. Without limiting the generality of the foregoing, QA Contractor shall comply with the Federal Laws set forth in Exhibits G and H to the Work Order Contract, if applicable, which is attached hereto and incorporated herein by this reference.

17.3 QA Contractor shall comply with the provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. §552a et. seq. QA Contractor shall comply with the provisions of the Confidentiality and Non-Disclosure Agreement attached hereto as Exhibit I and the State's policies and procedures relative to FTI.

XVIII. DISPUTE RESOLUTION.

18.1 Alternative Dispute Resolution. Any dispute or claim arising out of or relating to the WOC or the services provided thereunder shall be submitted first to non-binding mediation (unless either party elects to forego mediation by initiating a written request for litigation) and if mediation is not successful within 90 days after the issuance by one of the parties of a request for mediation then to

litigation. Mediation, if selected, may take place at a location to be designated by the parties.

18.1.1 Either party may seek to enforce any written agreement reached by the parties during mediation in accord with section 18.2 or section 18.3, as appropriate.

18.2 Litigation (State Agencies). Subject to the alternative dispute resolution process in 18.1, any claim, action, suit, or proceeding (collectively, "Claim") between Agency (or any other agency or department of the State of Oregon) and QA Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. QA CONTRACTOR BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION 18.1.

18.3 Litigation (ORCPP). Subject to the alternative dispute resolution process in 18.1, any Claims between QA Contractor and an ORCPP Participant that is not a state agency that arise from or relate to the Price Agreement shall be brought and conducted solely and exclusively within the Circuit Court of the county in which such ORCPP Participant has its principal office, or at such ORCPP Participant's option, within such other county as such ORCPP Participant shall be entitled under the laws of the relevant jurisdiction to bring or defend Claims. If any such Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District in which such ORCPP Participant resides. QA CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of ORCPP Participant's sovereign or governmental immunity, if any, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

18.4 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

XIX. MISCELLANEOUS PROVISIONS.

19.1 Order of Precedence. This Contract consists of the following documents that are listed in descending order of precedence: (a) the terms and conditions of this Contract, less its Exhibits; (b) the Statement of Work, Exhibit A; (c) the Exhibits. The aforementioned Exhibits are by this reference incorporated in the Contract.

19.2 Recycling. QA Contractor shall, to the maximum extent economically feasible in the performance of the Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii).

19.3 Subcontracts and Assignment. QA Contractor shall not enter into any subcontracts for any of the Services required by this Contract or assign or transfer any of its interest in this Contract without Agency's prior written consent. Any proposed use of a subcontractor which is located outside the United States or use of subcontract labor or facilities located outside the United States must be called to the specific attention of Agency. Agency's consent to any subcontract shall not relieve QA Contractor of any of its duties or obligations under this Contract.

19.4 Successors and Assigns. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

19.5 No Third-Party Beneficiaries. Agency and QA Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

19.6 Funds Available and Authorized. QA Contractor shall not be compensated for Services performed under this Contract by any other agency or department of the State of Oregon. Agency believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract within Agency's biennial appropriation or limitation. QA Contractor understands and agrees that Agency's payment of amounts under this Contract is contingent on Agency receiving appropriations, limitations, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

19.7 Records Maintenance; Access. QA Contractor shall maintain all financial records and other records relating to its performance under this Contract in

accordance with generally accepted accounting principles and in such a manner as to clearly document QA Contractor's performance. QA Contractor acknowledges and agrees that Agency, DAS PS, the Oregon Secretary of State and the federal government and their duly authorized representatives shall have reasonable access, at their own cost and expense and only following reasonable notice to QA Contractor, to such records, in paper or electronic form, to perform examinations and audits and make excerpts and transcripts. QA Contractor shall retain and keep accessible all such records for a minimum of three (3) years, or such longer period as may be required by applicable law, following termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

19.8 Foreign Contractor. If QA Contractor is not domiciled in or registered to do business in the State of Oregon, QA Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. QA Contractor shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon before entering into this Contract.

19.9 Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations and declarations set forth in Articles VI, VII,VIII, IX, X, XI, XIV, XV, XVI and XVIII, and Sections 19.1, 19.4, 19.5, 19.7, 19.9, 19.12, 19.13, 19.18, 19.19, 19.20 and 19.21.

19.10 Time Is of the Essence. QA Contractor agrees that time is of the essence under this Contract.

19.11 Force Majeure. Neither Agency nor QA Contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control, including without limitation acts of God, acts of civil or military authority, fires, floods, earthquakes or other natural disasters, war, riots or strikes. QA Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

19.12 Notices. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery of, facsimile transmission of, or mailing the same, postage prepaid, to QA Contractor at the address or number set forth on Exhibit D, and to Agency at the address or number set forth on Exhibit E, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 19.12. Any communication or notice so addressed and mailed shall be deemed to be given five (5) calendar days after mailing. Any communication or notice delivered by facsimile shall be deemed to

be given when the transmitting machine generates receipt of the transmission. To be effective against Agency, such facsimile transmission must be confirmed by telephone notice to the Agency Authorized Representative. Any communication or notice by personal delivery shall be deemed to be given when actually received by the appropriate Authorized Representative.

19.13 Severability. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.

19.14 Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

19.15 Amendments. This Contract may be amended, modified, or supplemented only by a written amendment signed by Agency and QA Contractor that has been approved by DAS and DOJ, if required by applicable law. Any amendment that provides for additional goods or services may only provide for goods or services directly related to the scope of goods and services described in the RFP, and no amendment shall be effective until all requisite signatures and approvals are obtained.

19.15.1 **Anticipated Amendments**. The parties have determined that during the term of the Contract, the parties may need to modify selected terms, conditions, price(s) and types of Services under circumstances related to the following illustrative, although not exhaustive, categories of anticipated amendments:

19.15.1.1 Amendments required as a result of necessary changes in applicable federal and State law or the State's or Agency's business processes that may restructure the State, the Agency or the Agency's requirements related to the Services acquired;

19.15.1.2 Amendments to the Scope of Work to add or otherwise change or clarify Services within the scope of the Price and Services Agreement, the RFP, and the Contract;

19.15.1.3 Amendments to extend the term of the Contract; and

19.15.1.4 Amendments to increase the Maximum-Not-to-Exceed Amount for the Contract, or to set or increase an established Maximum-Not-to-Exceed Amount for a Work Order Contract, according to the rates established in Attachment C to the Price and

Services Agreement, the Rate Card, based on changes to Services.

19.16 Disclosure of Social Security Number. QA Contractor must provide QA Contractor's Social Security number unless QA Contractor provides a federal tax identification number. This number is requested pursuant to ORS 305.385, OAR 125-246-0330(2)(d), and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal, and local tax laws.

19.17 Waiver. The failure of either party to enforce any provision of this Contract or the waiver of any violation or nonperformance of this Contract in one instance shall not constitute a waiver by the party of that or any other provision nor shall it be deemed to be a waiver of any subsequent violation or nonperformance. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties and, with respect to Agency's waiver or consent all necessary State of Oregon approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

19.18 Headings. The headings in this Contract are included only for convenience and shall not control or affect the meaning or construction of this Contract.

19.19 Integration. This Contract and attached Exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract.

19.20 No Partnership. This Contract is not intended, and shall not be construed, to create a partnership or joint venture between Agency and QA Contractor. Nothing in this Contract shall be construed to make Agency and QA Contractor partners or joint venture participants.

19.21 Publicity. QA Contractor agrees that it will not disclose the form, content or existence of this Contract or any Deliverable in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with Agency or the State of Oregon, whether or not such disclosure, publicity or association implies an endorsement by Agency or the State of Oregon of QA Contractor's services, without the prior written consent of Agency.

QA CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT QA CONTRACTOR HAS READ THIS CONTRACT,

UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

QA CONTRACTOR: YOU WILL NOT BE PAID FOR SERVICES RENDERED BEFORE NECESSARY AGENCY APPROVALS.

QA CONTRACTOR: CSG Government Solutions, Inc.

By: Tim Lenning

Title: Executive V.P.

Date: 10/17/2013

Telephone number: (312) 423-2111 Facsimile number: (312) 938-2191

STATE OF OREGON acting by and through its
Department of Administrative Services, Procurement Services

By: Lori Nordlen

Title: State Procurement Analyst

Date: 10/17/13

Telephone number: 503-378-6781 Facsimile number:

APPROVED BY: STATE OF OREGON acting by and through its
Department of Revenue

Authorized Signature: Stephanie Lehman

Title: Procurement & Contracts manager

Date: 10/17/13

Telephone Number: (503) 945-8575 Facsimile Number: (503) 945-8382

DEPARTMENT OF JUSTICE LEGAL SUFFICIENCY REVIEW AND APPROVAL

Authorized Signature: Karen J. Johnson (Email)

Title: Sr. Assistant Attorney General

Date: 10/16/13

Telephone Number: _____ Facsimile Number: _____

150800, GF0650-13

EXHIBIT A
to Work Order Contract No. 102-1281-13

STATEMENT OF WORK

1. Introduction

1.1 Purpose

QA Contractor shall perform Quality Management services for Oregon Department of Revenue in relation to Agency's Core Systems Replacement Project ("Project" or "CSR Project"). The purpose of QA Contractor's work is to assure that appropriate levels of Quality Management activities are performed throughout the Project lifecycle and/or for a specific portion of the Project lifecycle. These activities shall provide Agency with appropriate visibility into the (type of) processes being used and the products being delivered in the Project, especially by its Implementation Contractor, Fast Enterprises, LLC ("FAST"). One or more system implementation contractors may be procured to provide outsourced work products in conjunction with future phases. The scope of Services will include any work products and processes produced by Agency staff, or blended teams comprised of Agency staff, or its agents, and individual contractors ("CSR Project/Outsourced Blended Teams"). These Quality Management activities must be sufficient to assure that the Project satisfies the needs for which it was undertaken and that Project risks are well understood and appropriately mitigated or managed.

1.2 Core Systems Replacement Background

In late 2008, the Oregon Department of Revenue set a new strategic vision for itself spanning the next five to seven years. Agency's new vision is to become a model of 21st century tax administration which represents a major shift from its historic organizational culture. DOR has started a major initiative to move towards this vision and to work towards seven specific strategic goals:

- Maintain and Enhance a Talented, Forward-Looking Workforce
- Partner with Others to Achieve Our Mission
- Preserve and Enhance Public Confidence
- Create a Culture of Constant Improvement
- Enhance Voluntary Compliance and Collection of Taxes Due Under the Law
- Deliver High Quality Business Results
- Become a Customer-Focused Organization

Agency is looking to technology to support operational innovation to meet the challenges of tax administration in the 21st century. The primary goal of this initiative is to build a technology infrastructure that will:

- ✓ Mitigate the risks associated with maintaining the current aging tax systems
- ✓ Raise additional revenues for state general funds through applying modern technology

- ✓ Improve customer service
- ✓ Increase overall efficiency
- ✓ Increase tax administration flexibility
- ✓ Increase employee productivity

The current technology environment that supports DOR business operations is based on technology that no longer supports Agency's needs. As a major element of achieving Agency's vision, an overhaul of the existing technology infrastructure is needed[1].

The Current Scope for this QA Statement of Work

Agency is undertaking a large scale core systems replacement effort, which will be supported by a portfolio of interrelated projects. These efforts include re-engineering core applications and systems, business process management, and enterprise architecture.

The CSR Project, which is scheduled to be executed over the next few biennia, will run in tandem with other projects based on business need and return on investment for the business, available funding and resources to initiate the various projects.

The Scope of this Statement of Work for the Quality Management Services for all phases of the CSR Project involves:

1. Project review (Quality Assurance activities)
2. Project deliverables assessments (Quality Control and IV&V activities)

It is the intention of Agency, at its sole discretion, to amend this Statement of Work for future scope and Deliverables, as necessary.

1.3 Quality Management Approach

The approach to ensure that the appropriate quality management and risk management activities are conducted shall be based on the Project Management Institute's (PMI) Standards as described in the Project Management Body of Knowledge (PMBOK), Fifth Edition, 2013 ("PMBOK fifth edition"), or later edition, and International Standards Organization standard ISO12207 for system life cycle management. This includes activities of Quality Management that determine the quality policy, objectives, and responsibilities, and implements them by means such as quality planning, quality control, and quality assurance.

Quality Management is defined as "a subset of project management that includes the process required to assure that the Project shall satisfy the needs for which it was undertaken." Quality Management consists of activities in quality planning, quality assurance, and quality control. Where appropriate, quality control activities shall incorporate independent verification and validation (IV&V) activities, which are independent in the sense that they are conducted independently of FAST. QA Contractor

[1] In this context *infrastructure* refers to all aspects of DOR's technology environment including desktops, laptops, mobile devices, websites, applications, image and data capture devices, printers, digital and voice communications, processing platforms and security.

shall apply a risk management approach, in accordance with the standard identified in the last paragraph, in all aspects of quality management.

For the purpose of this document, the term "quality standards" shall refer to both Project "process" and "product" quality standards. "Process" quality standards shall cover organizational influences, management support, decision drivers, project management, schedule, resourcing, experience, and others. "Product" quality standards shall cover product content, design, development, deployment, environment, technology, security, maintainability, and others. It is anticipated that additional project-specific Deliverables will be added to this Statement of Work via Amendment as the need arises.

The CSR Project's Quality Management approach shall adhere to and include, but not be limited to, services in support of the following quality management and related processes:

Quality Planning – Identifying and/or verifying quality standards that are relevant to the project and determining how to satisfy them. Quality Planning shall include the preparation of a Quality Management Plan based on the review of the Project's Quality Management Guide, Agency policy and standards, statewide policy and standards, and other Project specific materials to identify quality standards and checklists that are relevant to the Project, and if not incorporated will result in low quality results creating significant risk to the Project's success. In addition to identifying the relevant quality standards and checklists, quality planning involves determining how to satisfy each quality standard within the constraints of project schedule, available resources, and internal policies and procedures. The Quality Management Plan must address how these quality standards will be implemented, inspected, controlled, and reported.

Quality Control – Quality Control involves monitoring both the process and the products, to determine if the project is meeting relevant quality standards and identifying ways to mitigate risk or eliminate causes of unsatisfactory results at the work product level. Examples of Quality Control techniques include:

1. Initial Assessment – review of key project documentation (i.e., business case, project charter, business requirements, technical documentation, management plans, the work breakdown structure, project schedule and budget – original and current baseline, and project reports, etc.) and interviews with key business and technical staff.
2. Peer Review / Work Product Review – a methodical examination of work products to identify defects and other needed changes. Examples of work product review methods include inspections, structured walkthroughs, and active reviews.
3. Software Testing / IV&V – independent verification and validation, typically on a sampling basis, to ascertain that the products for each phase in the software development life-cycle satisfies relevant standards, practices, and requirements for correctness, completeness, consistency, and accuracy. IV&V augments the Development Contractor's internal software testing and QC activities.

Quality Assurance – Periodic executive review and evaluation of the management processes as well as overall project performance to assure that the Project will satisfy relevant quality standards. Quality assurance includes the periodic review of key project processes, documentation (i.e., business case, project charter, project schedule and

budget – original and current baseline, requirements, designs, and project reports, etc.), and interviews with key business and technical staff. Quality assurance also includes evaluating, identifying, and recommending adjustments to the activities or tasks (and associated resources) that must be performed in the project to provide confidence that the project will satisfy the relevant quality standards.

Risk Management – In all aspects of quality management (i.e. quality planning, quality control, and quality assurance), risk management methodology shall be applied to characterize risks at the level of work product, process, and the overall Project. Risk management includes the identification of risks, the thorough assessment of the probability and the impact for the occurrence of risks, and the planning of viable responses that include, but are not limited to, mitigation, contingency, and avoidance strategies.

1.4 Overview of QA Contractor Tasks & Deliverable Process

QA Contractor shall perform five primary Tasks:
1. Task 1 - Quality Management Planning
2. Task 2 - Quality Control
3. Task 3 - Quality Assurance
4. Task 4 - Independent Verification and Validation
5. Task 5 - Risk Assessment

Together, these Tasks will help the State assure that DOR and FAST apply the best practices in project management, including quality management, and delivers technical work products that meet or exceed DOR requirements in respect to schedule, cost, functionality, reliability, security, and other relevant quality standards.

Deliverable Requirements:
QA Contractor shall meet deadlines, and provide required Deliverables within the QA Contract requirements. Each task has one or more Deliverables.

Deliverable Process:
FAST or CSR Project/Outsourced Blended Teams may implement the CSR Project in phases by sub-systems where appropriate. QA Contractor Deliverables will conform to the delivery schedule of FAST or the CSR Project/Outsourced Blended Teams. As a result, QA Contractor must align its work schedule to that of FAST or the CSR Project/Outsourced Blended Teams as approved by Agency Project Manager. (Note: The "Agency Project Manager" means Agency representative, or it's duly authorized delegate, who coordinates DOR responsibilities for the CSR Project and under this Contract with QA Contractor. The Agency Project Manager will oversee all aspects of the Work.) QA Contractor can identify FAST's activities by review of approved FAST project plans, the FAST Contract statement of work, and related FAST Contract terms and conditions. Certain QA Contractor Deliverables and their due dates are dependent on FAST or the CSR Project/Outsourced Blended Teams deliverables. Subject to Agency Project Manager's approval, QA Contractor must adjust its Project plan on an on-going basis. Further details on the FAST contract and planning, are included in Exhibit F, FAST Statement of Work.

Acceptance Process:
QA Contractor will have full responsibility for the Deliverables and Tasks listed in this SOW and shall treat the Deliverables and associated Tasks as formal work requirements. QA Contractor shall describe how deliverable due dates are met in the Baseline Project Plan.

All QA Contractor Deliverables and work products shall be submitted to Agency Project Manager for acceptance and approval. Agency Project Manager may request that a Deliverable outline be submitted for approval prior to work commencing on the Deliverable. All correspondence and documentation shall be delivered in both paper and electronic format with a signed cover letter.

Due dates in this SOW refer to first submittal of Deliverables to Agency Project Manager. Agency Project Manager shall review the Deliverable and provide written comments or provide direction or provisional approval with or without comments to QA Contractor within seven (7) business days.

QA Contractor shall address Agency Project Manager's evaluation comments, and submit the final Deliverable within ten (10) business days from QA Contractor's receipt of Agency Project Manager's comments.

1.5 Project Assumptions

a. **FAST Implementation Methodology (FIM)** – FIM is the iterative implementation methodology used by Fast Enterprises, LLC; Agency's COTS solution Implementation contractor. QA Contractor has documented, successful experience providing project assurance services on GenTax implementations utilizing FIM. It is understood that the FAST Implementation methodology will be used in Agency's CSR Project. QA Contractor will verify and validate the GenTax product and FIM process throughout the term of the Contract.

b. **Initial Work Breakdown Structure (WBS)** – the WBS detailed in Exhibit A, Appendix 1 is an estimated schedule and timeline of the tasks detailed below in Section 2. Statement of Work. Agency and QA Contractor may revise the WBS as the CSR Project progresses and as mutually agreed to in writing.

2. SOW Tasks and Deliverables

2.1 Task 1: Quality Management Planning

QA Contractor will work with the Project's management to produce a Quality Management Plan (QMP), including all requisite quality standards, checklists, report templates, and processes. QA Contractor will define the Project work tasks and resourcing that will add value and/or reduce risk subject to the constraints of available Project resources and organizational policies, DOR rules, and Oregon Revised Statutes, Oregon Administrative Rules, and statewide policies and standards.

QA Contractor's work must adhere to generally accepted industry practices for project management and system life cycle management. In addition, QA Contractor will utilize the Project's Quality Management Guide as a reference. Deliverables, unless otherwise noted, shall conform to the Project Management Institute's (PMI) Standard as described in the Project Management Body of Knowledge (PMBOK), Fifth Edition, 2013 and International Standards Organization standard ISO12207 for software development life cycle management.

Based on the QMP, QA Contractor shall define the Baseline Project Plan, as further described in Task 1.4, and subsequent Project management related Deliverables. QA Contractor will ensure that the Project plans, standards, processes and work tasks fit the Project's needs and verify that they will be usable for performing quality control reviews, inspections, and uncovering quality risks throughout the life cycle of the Project. The emphasis of this task is to confirm that quality is planned into the Project versus a reactive quality approach that measures quality through audits completed after the work is done. Additionally – at the end of each Project phase and/or at the Project's completion – QA Contractor will facilitate meetings to identify the lessons learned and record the results in the lessons learned and Project evaluation reports.

Specifically QA Contractor shall:

Deliverable 1.1: Quality Standards - Operational Definitions
Develop and submit a written operational definition of the quality standards ("Quality Standards") for the Project products and processes, which describe in very specific terms, what the standards are, and how each will be measured by the quality control process. QA Contractor will use the Generic Software Quality Standards Template (see Appendix A) with suitable customization or tailoring to the Project's quality management and risk assessment needs by performing the following services:

1. Review the QA Focal Points identified in the Fast contract.
2. Identifying from the template the relevant process and product quality standards, risk cues or measurements which are appropriate for the entire Project based on the Project's current business and technical complexity assessment.
3. Recommending additional quality standards based on the type of project, current phase of the Project, or expert opinion where the absence of a quality standard would present high risk to the project or subproject; e.g. information security.
4. Recommending elimination of unnecessary quality standards based on the Project's business and technical complexity assessment or current phase of the Project.

However, the following Process and Product Quality Standards shall not be eliminated:

Process Quality Standards:
1. Definition of the Project, development schedule, delivery commitment, cost controls, budget and resource size, project management approach (standards #10,11,12, 23, 25, 26, 27)

2. Political influences, organizational stability (standard #6, 37)
3. Leadership, project management authority, executive involvement (standard #12,17, 41)
4. Team productivity, team member availability, user involvement, user justification (standard #28,34,44,48)

Product Quality Standards:

1. An appropriate, useful, and maintainable set of requirements (standard #50)
2. An appropriate, useful, and maintainable set of engineering and design specifications (standard #58)
3. Appropriate, useful, and maintainable code, utility, object, etc., construction (standard #80)
4. Appropriate, useful, and maintainable test planning, test execution, and test corrective actions (standard #51)
5. The product or application is fit for use (standard #46, 76)
6. Alternatives Analysis, Commitment Process, Lessons Learned (standard #55, 56, 63)
7. Appropriate, thorough and maintainable implementation (standard #53,81)

Deliverable 1.2: Quality Checklists

For each of the work products involving either FAST or CSR Project/Outsourced Blended Teams identified under Deliverable 2.1, QA Contractor shall determine how the Quality Standards will be monitored and measured. At a minimum, for each major subsystem, QA Contractor shall develop a checklist that combines the selected quality standards with the expected monitoring activities described in: (1) the Quality Control section of the Quality Management Approach (see above); and (2) Task 2, Quality Control. QA Contractor shall deliver checklists for each FAST deliverable to be reviewed under Task 2. These checklists must have the following attributes:

1. Indicate the schedule for reviews, including the deliverable(s) under review, the person(s) responsible for the deliverable(s), and the person(s) responsible for conducting the reviews.
2. Indicate a specific review procedure to follow, e.g. a procedure for schedule analysis, code walk-through, peer review, interviews, lessons learned, test methodology, or if the review will be performed informally.
3. Verify and record that a set of required inspections have been performed.
4. Indicate that the minimum quality standard has been met.
5. Record the measurements.
6. Identify the expected risk cue or measurement.
7. Indicate the expected acceptability or tolerance.
8. Indicate the rank of the quality standards where risk was found unacceptable.
9. Indicate change in risk rank since previous review.
10. Indicate a reference that will describe what was reviewed, who was interviewed, and the information or reasoning that non-adherence to a specific quality standard causes risk.

The process of measurement, setting tolerance, and risk ranking referred to above may be based on QA Contractor's subject matter knowledge, domain experience, and expert opinions. These checklists shall conform to the specific choice of system life cycle model chosen by FAST or CSR Project/Outsourced Blended Teams, especially in respect to detailed requirements definition, general and detailed system design, test design, test planning and execution, and system implementation.

Deliverable 1.3: Quality Management Plan (QMP)
QA Contractor shall develop and submit a Quality Management Plan (QMP) that defines how Quality Assurance (QA), Quality Control (QC), Independent Validation and Verification (IV&V), and Risk Assessment will be conducted in the Project. When developing the QMP, QA Contractor shall review and use as key inputs the following: all available Project planning artifacts including any guidance provided by Agency in writing or orally; the PMBOK, fifth edition; and ISO 12207. QA Contractor shall adhere to generally accepted industry practices for project quality management and software development quality management. At a minimum, the QMP shall include the following:

1. Definition of QA Contractor, Implementation Contractor (FAST), DAS OCIO and Agency staff roles and responsibilities; and procedures and resources needed from QA Contractor, FAST and DOR staff to implement the Quality Management Plan.
2. Identification of all the work tasks to be performed by QA Contractor, FAST and Agency staff to provide confidence that the Project will satisfy the specified and relevant process and product quality standards. At a minimum the QMP shall include:
   a. Detailed plan for QA Review, including scope, criteria, and methodology to be employed
   b. Detailed plan for QC, including scope, criteria, and methodology, including activities relating to IV&V
   c. Quality Management Tools:
      i. Quality standards
      ii. Quality checklists
      iii. Templates for all reporting types required during the lifecycle of the Project; e.g. QA Status & Improvement Report, QC Report, Monthly Status Report, Weekly Status Report, On-Going Risk Notification Report, Project Assessment Report, Project Budget and Schedule Variance Report, etc.
      iv. Additional quality tools and methods as needed
   d. Risk Assessment Methodology
      i. Verification that the Quality Management Plan relates to and references the other Deliverables supporting the Quality Management Planning Task in this SOW.

Templates for quality standards, QA Status and Improvement Reports, Project Assessment Report, and Project Budget & Schedule Variance Report are provided in Appendices A through E, subject to Agency's agreement with FAST relative to the specific quality standards FAST supports.

Deliverable 1.4: Baseline Project Plan
QA Contractor shall deliver a Baseline Project Plan. The plan shall address each QA Contractor Deliverable and establish the baseline against which subsequent QA Contractor Deliverables are to be measured. Upon acceptance by Agency, QA Contractor shall conduct a walk-through presentation with Agency Project team and DAS OCIO.

To accomplish this task, QA Contractor must be well versed in all aspects of the Project. QA Contractor shall review the following documents as input to its work:

1. The approved business case on file with DAS OCIO, as documented in the Information Resource Request signed by the State Chief Information Officer (CIO) or designee.
2. All available DOR planning artifacts, e.g. Project Management Plan (PMP), supporting plans, and quality management guidance.
3. Agency or statewide standards, including technology and security standards.
4. Documented requirements, including functional, non-functional, and security requirements.
5. FAST Contract SOW, especially the Project plan, software implementation methodology, data conversion & interface plan, and training plan where available.

Deliverable 1.4 shall include at a minimum the following elements:

1. General approach to achieve Contract requirements
2. Schedule
3. Detailed work breakdown structure, with key milestones, critical path elements, and Deliverables identified
4. Estimated resource requirements
5. Staffing plan with key persons identified
6. Assessment of all levels of assistance needed from FAST, including but not limited to hands-on participation, facilities, and infrastructure
7. Assessment of all levels of assistance needed from State personnel, including but not limited to hands-on participation, facilities, and infrastructure
8. Demonstrate a clear link to FAST's Project Plan and Deliverables

The accepted Baseline Project Plan shall be updated periodically as prescribed in the deliverables schedule.

Deliverable 1.5: Internal/External Presentations and Special Requests
At Agency Project Manager's request, QA Contractor shall be required to appear before various committees and/or individuals to discuss the overall strategic direction and progress of the Project. QA Contractor shall accompany DOR staff at these appearances to make presentations, help answer questions, and provide its assessment of confidence on whether the Project will satisfy the needs it was undertaken to address.

QA Contractor shall, at Agency Project Manager's request, help prepare, attend, and participate in management or other Project meetings, and for consulting advice as requested

by Agency Project Manager, through the Contract term. QA Contractor shall participate on-site unless otherwise directed by Agency Project Manager.

During the Contract Period, Agency Project Manager may submit written requests for internal / external presentation requests, and special work. Special work includes independent analysis, recommendations on unforeseen problems, opportunities for improvement, research and recommendations on alternative courses of action, and additional quality control reviews or risk management activities. Additionally, consulting assistance may be requested for QA Contractor to develop and review documents. All requests will be within the original Scope of Work. Again, QA Contractor Deliverables will ideally conform to the delivery schedule of FAST or the CSR Project/Outsourced Blended Teams, and must align its work schedule to that of FAST or the CSR Project/Outsourced Blended Teams as approved by Agency Project Manager. QA Contractor can identify FAST's activities by review of approved FAST project plans, the FAST contract statement of work, and related FAST Contract terms and conditions. Certain QA Contractor Deliverables and their due dates are dependent on FAST or the CSR Project/Outsourced Blended Teams deliverables. Subject to the Agency Project Manager's approval, QA Contractor must adjust its Project plan on an on-going basis.

Within five (5) business days of QA Contractor's receipt of a work request, or within such time frame within the Contract Period as Agency Project Manager and QA Contractor shall mutually agree, QA Contractor shall provide Agency Project Manager with a written fixed cost proposal detailing a proposed schedule. The fixed-cost proposal shall reflect the skill level of position categories and associated fully loaded hourly rates identified in the contract.

Upon receiving the Agency Project Manager's written approval and notice to proceed, QA Contractor shall develop and submit, to Agency Project Manager, written presentations or materials that meet the requirements of the request to Agency Project Manager. Upon the Agency Project Manager's approval of such written presentations or materials, and if they are part of the Agency Project Manager's request, QA Contractor shall perform the presentation or tasks remaining as described in the approved proposal.

Deliverables 1.6.1 – 1.6.4: Lessons Learned Reports – Project Evaluations
QA Contractor shall facilitate a "Project Evaluation/Lessons Learned" session at the end of each of four (4) Project phases (the fourth occurring at the close of the Project), and create a report of the findings. The session will utilize as inputs, the Project's QA Quarterly Status and Improvement Reports and other reports deemed suitable by Agency Project Manager, to create the Project Evaluation Report (Appendix B). At a minimum, the session shall examine the progress made, planned vs. accomplished tasks, the risks, problems, and delays encountered, mitigation actions taken or not taken, successes and mistakes made, and shall include recommended actions. Further, the session shall specifically examine whether the original (or current baseline) business case and Return on Investment (ROI) targets (if they exist) will be achieved.

Within sixty (60) business days from the anticipated project completion, QA Contractor shall prepare and conduct the fourth "Project Evaluation/Lessons Learned" session.

Those persons to be in attendance will be identified by Agency Project Manager and DAS OCIO. Within fifteen (15) business days following the Project Evaluation/Lessons Learned session, QA Contractor will deliver a written Project Evaluation Report.

Task 1 Deliverables:

Deliverable Number	Deliverable Description	Due Date
1.1	Quality Standards – Operational Definitions Report	Contract Start + 40 Business Days
1.2	Quality Checklists	Contract Start + 40 Business Days
1.3	Quality Management Plan	Contract Start + 40 Business Days
1.4	Baseline Project Plan	Contract Start + 40 Business Days for the first version; quarterly update thereafter.
1.5	Internal/External presentations and Special Requests	TBD
1.6.1	Lessons Learned Report – Project Evaluation	DOR acceptance of Phase 1 deliverables + 60 days
1.6.2	Lessons Learned Report – Project Evaluation	DOR acceptance of Phase 2 deliverables + 60 days
1.6.3	Lessons Learned Report – Project Evaluation	DOR acceptance of Phase 3 deliverables + 60 days
1.6.4	Lessons Learned Report – Complete Project Evaluation	DOR acceptance of Phase 4 deliverables + 60 days

Task 1 Deliverables Acceptance Criteria. QA Contractor shall submit an electronic copy of Task 1 Deliverables to Agency Project Manager (or designee). Agency Project Manager shall review the Deliverable, to ensure that it conforms to the instructions as provided in the Statement of Work and Appendices A through E of the Price Agreement or additional information as provided by Agency in writing. Deliverables which do not meet the standards outlined in the SOW and Appendices A through E or Agency written directives shall be returned to QA Contractor for re-work as outlined in Section 2.3.3 of the Price Agreement Work Order Contract.

Task 1 Scope: QA Contractor shall continuously review project management planning and practices to ensure overall quality in these disciplines. The Quality Standards provided (see Appendix A) shall be utilized to assess all project areas, as well as inputs to

the Project from other efforts that would have an impact on project plans and practices. As changes may occur within the schedule and scope of the Project, this QA SOW may be amended for additional time, scope and costs.

2.2 Task 2: Quality Control (QC)

This task monitors Project results to determine if they comply with stated Project requirements. Project results include both work product results, notably deliverables, and project management results, notably schedule and cost performance.

QA Contractor shall:

1. Review Project activities and inspect DOR and FAST work product deliverables throughout the life of the Project in terms of their ability to meet the performance requirements for scope, schedule, and cost. This evaluation shall be done at the level of a specific work product deliverable, as well as its impact on subsequent deliverables to verify compliance and provide the Agency Project Manager, Project Team, others in DOR management, and DAS OCIO with visibility as to whether the Project is adhering to its established plans, process and product standards, and work tasks.
2. Review work product compliance with DOR security standards, especially in relation to system access.
3. Review FAST deliverables for completeness and accuracy, as well as identifying and assessing issues and risks at the work product level. In ascertaining whether FAST work products meet Agency requirements, QA Contractor shall pay particular attention to the scope, execution, and results of FAST's Test Plan.
4. Address issues within the Project for resolution, if possible. Issues not resolvable within the Project will be escalated to the Project's Steering Committee or in accordance with the Project's governance processes.

Specifically, QA Contractor shall provide:

Deliverable 2.1: Quality Control Reviews
Detailed Quality Control (QC) Reviews and Reports may be required for, but not limited to the following FAST and CSR Project/Outsourced Blended Teams deliverables as more particularly described in the Fast Contract (see FAST Contract SOW, Exhibit F, for full list of Deliverables and Artifacts under the FAST contract):

a. FAST and CSR Project/Outsourced Blended Teams Project Plan(s), Initial reviews plus additional periodic reviews as prescribed in the Deliverables schedule
b. Deliverable 0.5: Monthly Reports
c. Artifact 0.1: Project Schedule
d. Final Implementation Specifications for each of 4 Rollouts
e. Final Rollout Documentation for each of 4 Rollouts including (but not limited to) Conversion Plan, QA Plan, and Cut-Over plan and supporting plans/documentation
f. Task No. 5 Deliverables and Artifacts – including Letters, Reports, and Interfaces
g. Task No. 6 Deliverables and Artifacts – including Data Conversion Plan, Conversion Reconciliation Report, and Inventory of data resources

h. Task No. 7 Deliverables and Artifacts – including System, Conversion, Performance/Stress, and End-to-End Test Plans, Test Results, and Test Status Reports
i. Task No. 8 Deliverables and Artifacts – including Training Plans, Training Course material, Training Assessment, and Change Readiness Assessment
j. Task No. 9 Deliverables and Artifacts – including technical documentation, and all system documentation for Rollouts 1-4
k. Other Deliverables and Artifacts as necessary

For each FAST or CSR Project/Outsourced Blended Teams deliverable, the QC Review shall evaluate major components or subsystems as necessary to establish acceptable workmanship. Each QC report will be a separate Deliverable with all applicable quality checklists completed and attached.

QA Contractor shall conduct scheduled QC reviews by following the Quality Management Plan, and the approved Quality Standards, and Quality Checklists. The Quality Management Plan, Quality Standards, and Quality Checklists will indicate the type of review expected, e.g. data analysis, schedule analysis, standards or process conformance analysis, and additional analysis based on subject matter expertise. At a minimum, QA Contractor shall complete checklists indicating that the reviews for the process and products in the current period have been completed, measured, ranked, and reported. The completed checklists will be provided with the QC Deliverables and shall become input to the Quarterly QA Status and Improvements Report (Deliverable 3.1), DAS OCIO Project Assessment Report, and DAS OCIO Project Budget & Schedule Variance Report. (See Appendix E for DAS OCIO report templates.)

The precise nature of QC review shall be adjusted for the specific FAST deliverable or artifact under review, as well as the CSR Project subsystem within a FAST deliverable or artifact under review. It shall also accommodate the specific choice of software development life cycle model chosen by FAST or Agency.

Deliverable 2.2: Security Code Review and Sampling
QA Contractor shall review specific code samples for security standards compliance. QA Contractor shall also participate in major security code reviews by Agency for the modules that are developed specifically for the CSR Project's system, ensuring that relevant code adheres to statewide, IRS, and DOR information security standard(s) where applicable. The list of areas to be examined includes, but is not limited to the following:
1. User Authentication
2. Role Based Security
3. Database Connectivity
4. Password Validation
5. Encryption

QA Contractor shall work with FAST, CSR Project/Outsourced Blended Teams, Agency Project Manager and the DOR Information Security Office to identify modules for code review and appropriate sampling rates. Candidate modules for code review shall be identified based on code complexity, number of interfaces and/or whether the code assists

the customer in performing critical business functions. Once the modules for code review are identified and agreed upon by Agency, QA Contractor will develop a plan and schedule for code review and sampling, to be approved by Agency Project Manager.

The Code Review and Sampling effort will consist of three subtasks:

Subtask 2.2.1: Produce a System Vulnerability Assessment and Code Review Sampling Plan that documents the approach for the system vulnerability assessment and for the code reviews, including a listing of the modules for code review and sampling, the process for conducting the sampling, the various tests involved per module and written acceptance criteria as to the minimum thresholds necessary for code acceptance (whether the code meets (or does not meet) acceptance criteria).

Subtask 2.2.2: System Vulnerability Assessment Report – Conduct an initial assessment that looks at the COTS core, configuration, and customization approaches, to assess the software platform. Also run basic vulnerability scanning of the deployed infrastructure environment. The assessment of the software platform helps identify potential vulnerability points in any configured or customized code.

Subtask 2.2.3: Code Review and Assessment Report for each Phase (four total). This includes inspecting for potential security vulnerabilities, but would also include other checks to ensure the code is of high quality and following best practices and the FAST's own standards. This assessment would be performed once for each phase, and would be performed on a random sample that spans different teams and developers and shall list the results of the Code Review and Sampling Plan (by module) and whether the modules under review met or did not meet acceptance criteria. For code not meeting acceptance criteria, QA Contractor shall list areas for improvement to allow the code to meet acceptance thresholds.

QA Contractor shall use the Project Plan, Project Schedule and FAST's or CSR Project/Outsourced Blended Team's deliverable schedule when identifying candidate modules for Code Review and Sampling, and for scheduling the security code review and sampling work.

Deliverable 2.3: Quality Status Reporting and Tracking

Status Reporting. QA Contractor shall attend Project status meetings weekly and shall prepare a Monthly Quality Status Report that documents Project status with the following sections:

1. Project Quality Status
   a. For the overall Project
   b. For each element on the work breakdown structure (or each of the tasks and/or units of work identified according to FAST's project management methodology) in the Baseline Project Plan being executed
   c. Tracking of recommendations made through QA Status and Improvements Report or other channels designated by Agency Project Manager or DAS OCIO.
2. On-Going Risk Notification Report per task 5.2.

Deliverable 2.3a: Monthly Report Format
QA Contractor shall provide for Agency Management review and approval, a sample format for the QA Monthly Reports. The Monthly Report shall contain common areas and components that have been considered to be best practices for State of Oregon QA projects. QA Contractor is encouraged to provide examples, and Agency may provide additional examples if needed by QA Contractor.

Deliverable 2.3b: Monthly QA Reports
The approved Monthly Report Format shall be used to create the QA CSR Project Quality Status Monthly Report. Each report is due on or before the first Wednesday of the month, for the work products performed in the previous month. The first report is due within 60 days of Contract initiation. These reports shall also include Risk Updates for the program and associated project efforts.

Task 2 Deliverables:

Deliverable Number	Deliverable Description	Due Date
2.1a	QC review of FAST and CSR Project/Outsourced Blended Teams Project Plan(s), Initial reviews plus additional periodic reviews as prescribed in the delivery schedule	FAST Delivery + 10 Business Days
2.1b	QC review of Deliverable 0.5: Monthly Reports	FAST Delivery + 10 Business Days
2.1c	QC review of FAST Artifact 0.1: Project Schedule	FAST Delivery + 10 Business Days
2.1d	QC review of FAST Final Implementation Specifications for each of 4 Rollouts	FAST Delivery + 10 Business Days
2.1e	QC review of FAST Final Rollout Documentation for each of 4 Rollouts including (but not limited to) Conversion Plan, QA Plan, and Cut-Over plan and supporting plans/documentation	FAST Delivery + 10 Business Days
2.1f	QC review of FAST Task No. 5 Deliverables and Artifacts – including Letters, Reports, and Interfaces	FAST Delivery + 10 Business Days
2.1g	QC review of FAST Task No. 6 Deliverables and Artifacts – including Data Conversion Plan, Conversion Reconciliation Report, and Inventory of data resources	FAST Delivery + 10 Business Days
2.1h	QC review of FAST Task No. 7	FAST Delivery + 10

Deliverable Number	Deliverable Description	Due Date
	Deliverables and Artifacts – including System, Conversion, Performance/Stress, and End-to-End Test Plans, Test Results, and Test Status Reports	Business Days
2.1i	QC review of FAST Task No. 8 Deliverables and Artifacts – including Training Plans, Training Course material, Training Assessment, and Change Readiness Assessment	FAST Delivery + 10 Business Days
2.1j	QC review of FAST Task No. 9 Deliverables and Artifacts – including technical documentation, and all system documentation for Rollouts 1-4	FAST Delivery + 10 Business Days
2.1k	Other Deliverables and Artifacts as necessary	TBD
2.2a	System Vulnerability Assessment and Code Review Sampling Plan (TBD)	In accordance with FAST Project Plan and Schedule
2.2b	System Vulnerability Assessment Report (TBD)	Task 2.2.a acceptance + 10 Business Days
2.2c	Code Review and Assessment Reports	TBD
2.3a	Monthly Quality Status Report Format (TBD)	Contract Start + 10 Business Days
2.3b	Monthly Quality Status Report (TBD)	Task 2.1a acceptance, first due Contract Start + 60 days; first Wednesday of each calendar month thereafter

Task 2 Deliverables Acceptance Criteria. QA Contractor shall submit an electronic copy of Task 2 Deliverables to Agency Project Manager (or designee). Agency Project Manager shall review the Deliverable, to ensure that it conforms to the instructions as provided in the Statement of Work and Appendices A through E of the Price Agreement or additional information as provided by Agency in writing. Deliverables which do not meet the standards outlined in the SOW and Appendices A through E or Agency written directives shall be returned to QA Contractor for re-work as outlined in Section 2.3.3 of the Price Agreement Work Order Contract.

Task 2 Scope: QA Contractor shall perform Quality Control reviews for identified project outputs, including those from FAST, as well as review inputs to the project from other efforts that would have an impact on project deliverables. This will include initial

and recurring reviews of all CSR Project Plans as needed (currently there are 21 written plans, with more which will be developed in conjunction with FAST during the Project Planning phase), and may include but shall not be limited to the Deliverables listed in Task 2 above, and other related Deliverables expected in each of 4 Rollouts (see FAST Contract SOW for further details). As changes may occur within the schedule and scope of the project, this QA SOW may be amended for additional time, scope and costs.

2.3 Task 3: Quality Assurance (QA)

QA Contractor shall provide overall Project quality review; periodically examine quality control review results, checklists, change requests and tracking; and summarize the results for executive review and oversight throughout the life of the Project. QA Contractor will create and deliver quarterly Quality Assurance Status and Improvements Reports and Presentations summarizing the overall Project status, performance, risks and recommendations for process improvement to Agency Project Manager, the Project's Executive Steering Committee and other relevant governance bodies, and DAS OCIO. Note: The initial version of the Quality Assurance Status and Improvements Quarterly Report must be provided to DAS OCIO at the time it is first delivered to Agency Project Manager. The final version of the Report (if any revisions or alterations were made after the initial version was provided) will be included with Agency's response, when provided to DAS OCIO according to their major IT project reporting deadlines.

Specifically QA Contractor shall provide:

Deliverable 3.1: QA Status and Improvement Reports / Presentations
QA Contractor shall use the QA Status and Improvements Report template, Project Assessment Report, Project Budget and Schedule Variance Report, and other reporting vehicle or format as approved by DAS OCIO, to conduct quarterly reviews, prepare reports, and deliver presentations. (See Appendix C for the template and Appendix D for a sample.)

In order to ensure that CSR Project/Outsourced Blended Teams and FAST personnel are coordinated in a manner that minimizes the impact of the review on the overall Project schedule, QA Contractor shall coordinate the review with Agency Project Manager five (5) business days prior to conducting the review.

The Deliverable - QA Status and Improvement Report - must contain, at a minimum, the following:

1. Overall risk rank for the Project.
2. Executive Summary paragraph of the entire report. It must contain information such as: A brief description of the primary achievement in the last period; A brief description of the highest ranked primary (if any) quality risks covered in the following detail of the report; A brief description of the impact or consequence of the risk if left unresolved. At a minimum, the Executive Summary must include:
   a. A summary of Project progress and accomplishments since the last report

b. A summary of expenditures to date compared to budgeted Project dollars
c. Identification and resolution of all problems encountered
d. Plans, milestones and deliverables for the coming period
e. A 3-month rolling risk matrix by assessment area
f. Assessment of overall risk to the Project
g. Evaluation of the overall Project status, Project budget and schedule variance, schedule and stage of completion, indicating the causal factors, mitigation efforts and recommendations
h. Evaluation of the Project's ability to deliver the benefits/results stated in the approved business case on file with DAS OCIO, as documented in the Information Resource Request signed by the State CIO.

3. Summary of the current progress followed by major milestones. At a minimum the report must contain a progress, status and risk analysis for the following assessment areas, in addition to other areas determined by Agency Project Manager to be critical for monitoring purposes:
   a. Project Management
   b. Customer Involvement
   c. Technology
   d. Facilities and Support
   e. Project Scope
   f. Business Impact
   g. Deliverable Quality
   h. Development, Configuration and Implementation
   i. Schedule
   j. Resources and Staff
   k. Actual expenditures compared to original (or current baseline) Project budget
   l. Project schedule performance compared to original (or current baseline) schedule
   m. Security

4. Brief Project effectiveness statements on all the high level categories from the approved Quality Standards:
   a. Categories where no risks were identified must simply be indicated in one line, for example: Decision Drivers – no risks currently identified, or not evaluated at this time.
   b. Categories that contained a significant risk must describe the risk, describe the factors used to determine the risk, estimate probability of occurrence, describe the potential impact, indicate the risk severity rating, and provide a recommended resolution strategy. At a minimum, the resolution strategy must include:
      i. Status of risks that must be monitored, identifying probability of occurrence and potential impacts
      ii. Identification of trigger points for intervention for each risk
      iii. Recommended and alternative correction actions plans, with options identified, presented for each identified risk to prevent and/or reduce potential for the risk occurring or the danger escalating

iv. Intervention strategies to address any risk(s) that exceed a trigger point, to include a definition of options available to address the risk, the potential affects and costs of implementing the strategy, a comparative summary of the alternative strategies and identification of a recommended strategy
v. Implications for FAST's or CSR Project/Outsourced Blended Team's Project Plan

5. Risks resolved since last period. Provide the previous risk rank, and brief status or the actions taken on risks and results.

6. Completed DAS OCIO Project Assessment Reports and Project Budget & Schedule Variance Reports since Project start. (See Appendix E)

The QA Status and Improvement Report Template will assist with the executive summary. (See Appendix C) The QA Status and Improvement Report EXAMPLE will assist with how to create the report. (See Appendix D) DAS OCIO requires the completion of a Project Assessment Report approximately once every 6 weeks. (See Appendix E)

In addition to the above Quarterly Reports, QA Contractor shall conduct semi-annual reviews and interviews of selected CSR Project Team members, Stakeholders, Business Partners and Customers. Interviews will involve 10-15 identified participants, asking the same set of questions to determine the degree of common understanding as to the scope objectives, and Deliverables associated with the CSR Project.

QA Contractor shall then prepare a report for CSR Project management, outlining the results of the interviews, and making recommendations for further program action or correction. This report must be submitted to CSR management along with the Quarterly Report (at instances when both would be due) for OCIO review.

Task 3 Deliverables:

Deliverable Number	Deliverable Description	Due Date
3.1	Quarterly QA Status and Improvement Reports / Presentations	End of Quarter + 10 Business Days*

*Note: The exact dates of the End of Quarter will be specified in the Baseline Project Plan. These dates will take into account and include but not be limited to, QA Contractor start date, and Oregon's Joint Legislative Committee on Information Management Technology hearing dates.

Task 3 Deliverables Acceptance Criteria. QA Contractor shall submit an electronic copy of Task 3 Deliverables to Agency Project Manager (or designee). Agency Project Manager shall review the Deliverable, to ensure that it conforms to the instructions as provided in the Statement of Work and Appendices A through E of the Price Agreement or additional information as provided by Agency in writing. Deliverables which do not

meet the standards outlined in the SOW and Appendices A through E or Agency written directives shall be returned to QA Contractor for re-work as outlined in Section 2.3.3 of the Price Agreement Work Order Contract.

Task 3 Scope: QA Contractor shall perform Quality Control reviews for identified project outputs, including those from FAST, as well as inputs to the project from other efforts that would have an impact on project deliverables. This will include initial and recurring reviews of all CSR Project Plans as needed (currently there are 21 written plans, with more which will be developed in conjunction with FAST during the Project Planning phase), and may include but shall not be limited to the Deliverables listed in Task 2 above, and other related Deliverables expected in each of 4 Rollouts (see FAST Contract SOW for further details). As changes may occur within the schedule and scope of the project, this QA SOW may be amended for additional time, scope and costs.

2.4 Task 4: Independent Validation and Verification (IV&V)

This task ensures that the system and its components, as delivered by FAST, are functional, stable, and secured as defined by approved requirements of the CSR Project. QA Contractor shall perform IV&V testing independent of the FAST system, as delivered by FAST.

In Deliverable 4.1, QA Contractor shall prepare an IV&V Master Test Plan (MTP). The plan must call for IV&V of FAST's work products on a sampling basis. As FAST's deliverables may contain software elements that have been previously deployed and proven stable, QA Contractor shall focus IV&V efforts primarily on configuration of the system to the DOR environment. In Deliverable 4.2, QA Contractor shall execute the IV&V MTP and report testing status and results. QA Contractor shall plan and perform security related IV&V separately under Deliverable 4.2.

Specifically, QA Contractor shall:

Deliverable 4.1: IV&V Master Test Plan (MTP)
QA Contractor shall develop an IV&V Master Test Plan (MTP). The MTP must include plans, methodologies, development procedures, and bug tracking. Emphasis must be on the testing of high risk and new code areas. High Risk areas will include but not be limited to sub-system integration, interfaces to other data systems, and provider claims processing systems. At a minimum, the MTP must have the following elements:

1. Identification of potential high risk or new code areas
2. Test Definition and Test Matrix
3. Detailed Test Script Development Procedure
4. Detailed Configuration and Build Control Procedure
5. Testing Procedure
6. Testing Environment
7. Test Scripts
8. Testing Metric and Reporting

The nature of IV&V testing to be conducted must be in accordance with the FAST's Project Management methodology.

Deliverable 4.2: Test Execution and Status Report
QA Contractor shall prepare for and conduct IV&V testing. QA Contractor shall provide a Testing Status Report on a bi-weekly basis, during the testing phase of each of 4 Rollouts, from the initiation of IV&V through completion of the Project report to update Agency Project Manager on the status of IV&V activities. *(Note: Testing will not begin until Agency Project Manager has accepted the Master Test Plan, Deliverable 4.1).* At a minimum, this report shall include the following:

1. Number of total tests to be conducted for the Project
2. Number of tests per high risk or new code areas of the system
3. Number of tests conducted, completed, and awaiting retest
4. Types of bugs correlated to the areas of test
5. Summary of the results of each security test

Task 4 Deliverables:

Deliverable Number	Deliverable Description	Due Date
4.1	IV&V Master Test Plan (MTP)	FAST Test Plan acceptance + 10 Business Days
4.2	Bi-Weekly Test Execution and Status Report	IV&V Initiation + 2 weeks, then bi-weekly

Task 4 Deliverables Acceptance Criteria. QA Contractor shall submit an electronic copy of Task 4 Deliverables to Agency Project Manager (or designee). Agency Project Manager shall review the Deliverable, to ensure that it conforms to the instructions as provided in the Statement of Work and Appendices A through E of the Price Agreement or additional information as provided by Agency in writing. Deliverables which do not meet the standards outlined in the SOW and Appendices A through E or Agency written directives shall be returned to QA Contractor for re-work as outlined in Section 2.3.3 of the Price Agreement Work Order Contract.

Task 4 Scope: QA Contractor shall perform Independent Validation and Verification of the FAST system components which have been configured to the DOR environment. This will include all major systems implemented in each roll out of the Project, as well as any support systems, modules, or subcomponents provided by FAST. As changes may occur within the schedule and scope of the project, this QA SOW may be amended for additional time, scope and costs.

2.5 Task 5: Risk Assessment

The Risk Assessment Task defines QA Contractor tasks to support the CSR Project's overall risk management efforts. QA Contractor will refer to the CSR Project's Risk and Issue Management Plan. The CSR Project Team has the primary responsibility for executing the Project's risk management activities with QA Contractor providing a supporting function. Within QA Contractor's role of completing quality management, quality assurance and quality control on FAST's or CSR Project/Outsourced Blended Team's plans, process and products, QA Contractor will identify risks and provide recommendations for risk avoidance and mitigation strategies. Similarly, QA Contractor will identify risks and provide recommendations for risk avoidance and mitigation strategies on Agency's project management's plans, process, and products.

QA Contractor shall perform an initial risk assessment (Deliverable 5.1) on the CSR Project Management Plan and/or related supporting plans, and FAST's and CSR Project/Outsourced Blended Team's proposed project plan. After the initial assessment, QA Contractor will provide On-Going Risk Notification (Deliverable 5.2) within each QA monthly report for the life of the Contract.

Identification of Information Security risks will be an essential part of the scope of QA Contractor's initial and on-going risk assessment.

Specifically, QA Contractor shall provide:

Deliverable 5.1: Initial Risk Assessment
QA Contractor shall conduct an Initial Risk Assessment of the Project to identify the current status of the project, identify risks and their likelihood of occurring, and provide an independent evaluation of the planned schedule, resources (budget and staffing) and processes.

QA Contractor shall evaluate the CSR Project Management Plan (PMP), its components and processes, for reasonableness, validity, thoroughness and accuracy with emphasis on the following:

1. Project Plan including Procurement Management Plan
2. Project Quality Management Plan
3. Project Change Management Plan
4. Project Risk & Issue Management Plan
5. Communication Plan
6. Other critical Project Plans and processes

QA Contractor shall perform a risk assessment on FAST's or CSR Project/Outsourced Blended Team's most recent Project Plans including the Project Schedule, Enterprise Architecture Plan, Transition Plan, Staffing Plan, Security Plan, Configuration Management Plan, Data Management Plan, Test Management Strategy, Post-Implementation Support Strategy (for on-going operations and maintenance), Training Management Plan, and Certification Checklist where applicable. This risk assessment must take into account work product and Project level considerations, including at a minimum:

1. Feasibility of the technical solution

2. Sufficiency of security controls to safeguard protected or confidential information and to meet security requirements
3. Sufficiency of Project components and processes
4. Sufficiency of Project budget, schedule and resources

To accomplish this task, QA Contractor shall be well versed in all aspects of the CSR Project. To gain basic project knowledge, QA Contractor shall review the following documents:

1. The Core Systems Replacement Business Case, CSR Project Charter, Project Work Plan and Work Breakdown Structure, Approved (original or current) baseline project budget and schedule, Project Management Plan and related supporting plans, FAST's Contract, specifically including the Statement of Work, and Project Plan, prior QA vendor's assessments, reports, and work products, etc.
2. The FAST Contract (when finalized by Agency) including the CSR Project Requirements that specifies functional, non-functional, and security requirements.

The Initial Risk Assessment Deliverable (5.1) must include:

1. Risk Identification – Provide a description, level of impact, probability of occurrence, and measurable threshold to trigger the risk.
2. Risk Avoidance Plan - Recommend specific solutions to avoid the triggering of each risk.
3. Risk Mitigation Plan – Recommend specific risk mitigation solutions for each risk that is identified. Solutions shall include cost/benefit analysis for each mitigation option along with specific recommendations.
4. DAS OCIO Project Assessment Report – QA Contractor will complete "forward view" column for all metrics identified therein. (See Appendix E)

Deliverable 5.2: On-Going Risk Notification

QA Contractor shall immediately verbally report to Agency Project Manager the discovery of problems, new risks, or previously known risks that have increased in risk probability or potential impact, that pose a risk of failure or danger to the success of the project. QA Contractor shall develop and submit a written On-Going Risk Notification Report within three (3) business days in the event of a major risk-triggering situation. Ongoing risk notification and updates shall be part of the QA Monthly Report.

The on-going risk notification must follow the same requirements as defined for the initial risk assessment with an emphasis on managing risks that occur and change during the development and implementation process. On-going risk assessment must be conducted while conducting the quality assurance and quality control tasks. The on-going risk assessment must as a minimum:

1. Monitor the replacement system's hardware, software, infrastructure, and data security requirements and risks as they apply to the project's progress to ensure that the replacement system meets Agency requirements.

2. Review where applicable the Business Continuity Plan (BCP), the Disaster Recovery Plan (DRP) and audit controls to ensure the security of DOR's protected or confidential information.
3. Review of implementation tasks and activities to assure that the confidentiality, integrity and availability of the replacement system are not compromised.

5.3: Updated Risk Assessment

QA Contractor shall conduct an Updated Risk Assessment of the CSR Project to identify the current status of the project, identify new risks and their likelihood of occurring, and provide an independent evaluation of the updated schedule, resources (budget and staffing) and processes. The Updated Risk Assessment must involve the CSR Project and all current project components, which have been executed or are in place as of the execution of this contract.

QA Contractor shall evaluate any updates to the CSR Project Management Plan (PMP), its components and processes, for reasonableness, validity, thoroughness and accuracy with emphasis on the following:

1. Project Plan including Procurement Management Plan
2. CSR Quality Management Plan
3. CSR Change Management Plan
4. CSR Risk and Issue Management Plan, and procedures
5. Communication Plan and Matrix
6. Other critical Project processes

QA Contractor shall perform an updated risk assessment on FAST's or CSR Project/Outsourced Blended Team's most recent Project Plans including the Project Schedule, Enterprise Architecture Plan, Security Plan, Staffing Plan, Configuration Management Plan, Data Management Plan, Testing Strategy, Post-Implementation Support Strategy (for on-going operations and maintenance), Training Management Plan, and Certification Checklist where applicable. This risk assessment shall take into account work product and project level considerations, including at a minimum:

1. Feasibility of the technical solution
2. Sufficiency of security controls to safeguard protected or confidential information and to meet security requirements
3. Sufficiency of Project components and processes
4. Sufficiency of Project budget, schedule and resources

Task 5 Deliverables:

Deliverable Number	Deliverable Description	Due Date
5.1	Initial Project Risk Assessment Report	Contract Start + 40 Business Days
5.2	On-Going Risk Notification Report	To be included within each Monthly Report.

Deliverable Number	Deliverable Description	Due Date
5.3	Updated Project Risk Assessment Report (TBD)	TBD

Task 5 Deliverables Acceptance Criteria. QA Contractor shall submit an electronic copy of Task 5 Deliverables to Agency Project Manager (or designee). Agency Project Manager shall review the Deliverable, to ensure that it conforms to the instructions as provided in the Statement of Work and Appendices A through E of the Price Agreement or additional information as provided by Agency in writing. Deliverables which do not meet the standards outlined in the SOW and Appendices A through E or Agency written directives shall be returned to QA Contractor for re-work as outlined in Section 2.3.3 of the Price Agreement Work Order Contract.

Task 5 Scope: QA Contractor shall perform Quality Control reviews for all identified project outputs, including those from FAST, as well as inputs to the project from other efforts that would have an impact on project deliverables. As changes may occur within the schedule and scope of the project, this QA SOW may be amended for additional time, scope and costs.

3. Payment Provisions

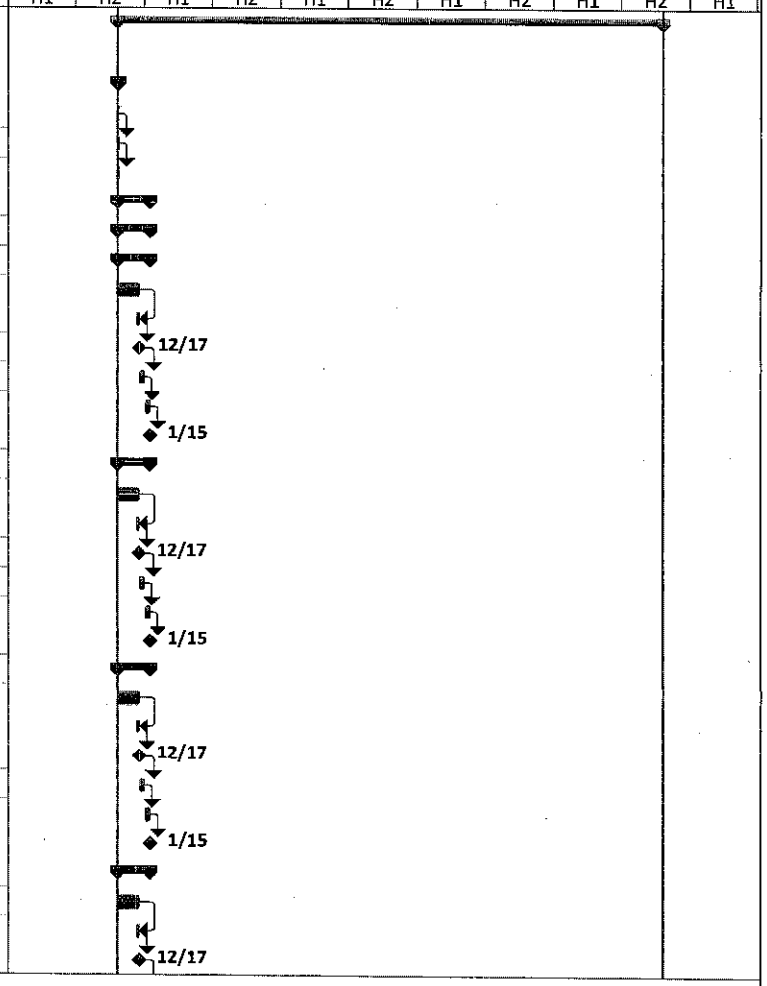
Agency shall pay QA Contractor the fixed not-to-exceed (NTE) price per Deliverable according to the Payment Schedule provided in Exhibit A, Appendix 2 and as accepted by Agency in accordance with the Deliverables Acceptance Criteria set forth in Section 2 Statement of Work.

4. Appendices

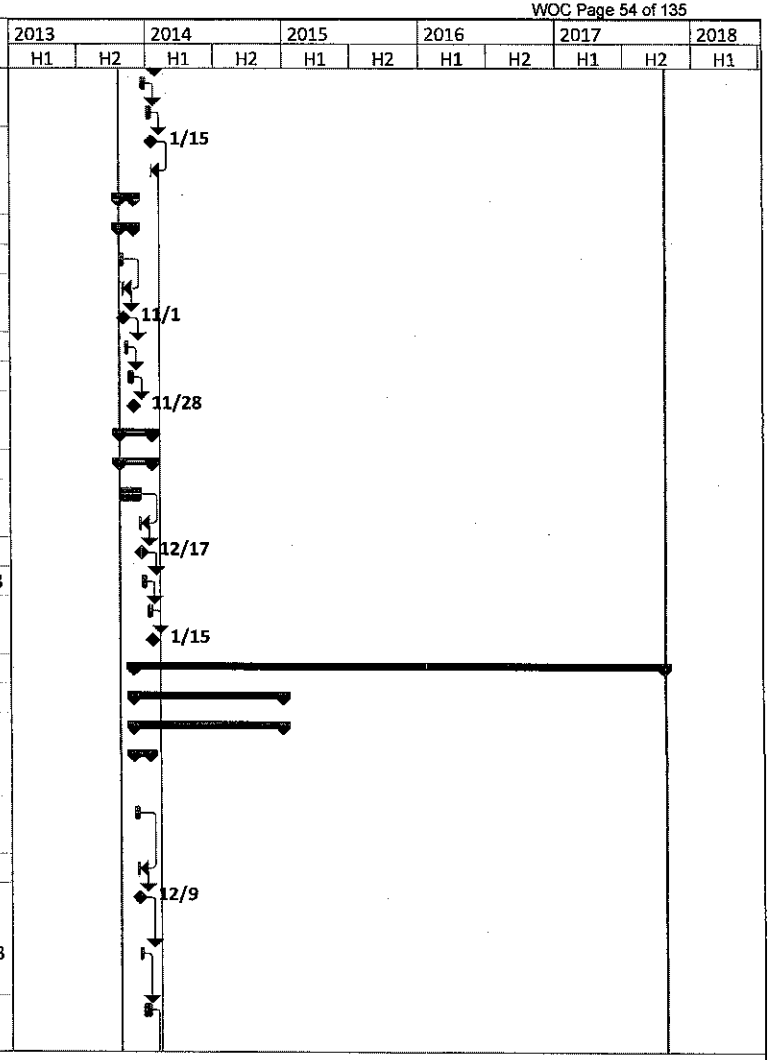
QA Contractor shall use the appendices provided as reference materials for performing work specified in this Statement of Work.

- Appendix A: Generic Software Project Quality Standards
- Appendix B: Project Evaluation Template
- Appendix C: QA Status and Improvement Report Template
- Appendix D: QA Status and Improvement "Sample" Report
- Appendix E-1: Project Assessment Report
- Appendix E-2: Project Budget & Schedule Variance Report

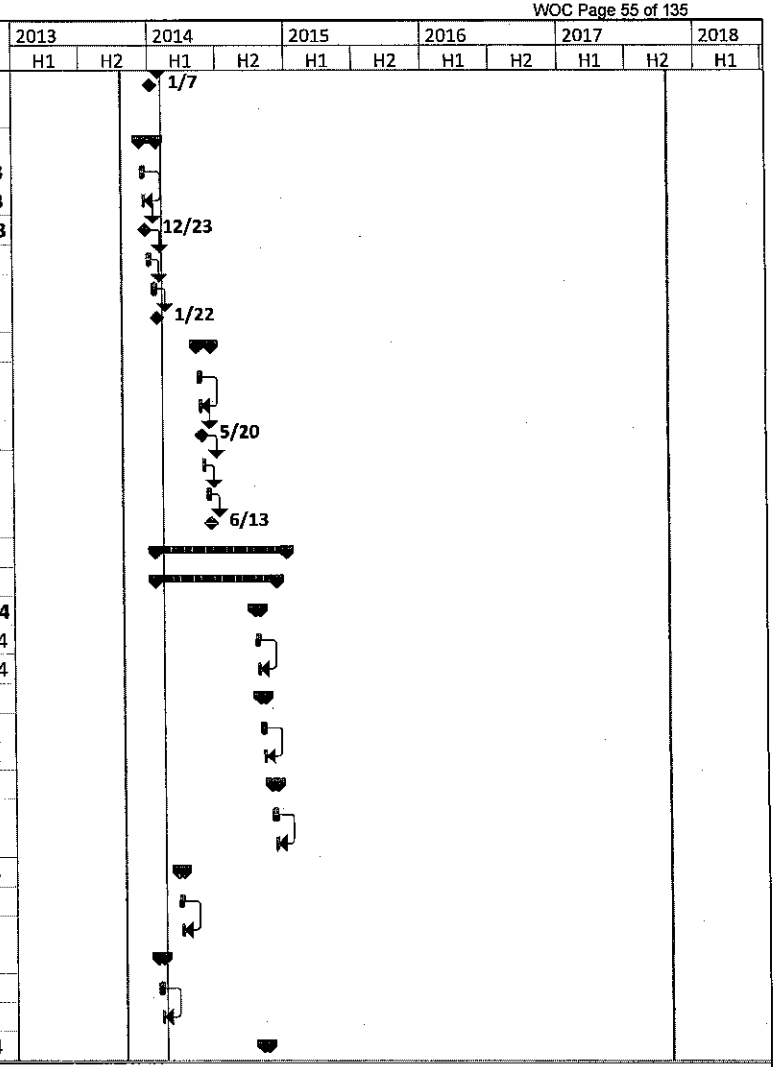
ID	Task Name	Start	Finish
0	**Oregon Department of Revenue - Core System Replacement Project Quality Assurance Services**	**Mon 10/21/13**	**Fri 10/20/17**
1	**Project Initiation**	**Mon 10/21/13**	**Fri 10/25/13**
2	Prepare Project Kick Off Meeting Materials	Mon 10/21/13	Wed 10/23/13
3	Conduct Project Kick Off Meeting	Thu 10/24/13	Thu 10/24/13
4	Prepare Project Kick Off Meeting Summary	Fri 10/25/13	Fri 10/25/13
5	**Project Planning**	**Mon 10/21/13**	**Wed 1/15/14**
6	**Task 1: Quality Management Planning**	**Mon 10/21/13**	**Wed 1/15/14**
7	**Deliverable #1.1: Quality Standards - Operational Definitions Report**	**Mon 10/21/13**	**Wed 1/15/14**
8	Develop: Quality Standards - Operational Definitions Report	Mon 10/21/13	Tue 12/17/13
9	CSG Quality Checkpoint	Wed 12/11/13	Tue 12/17/13
10	**Submitted: Quality Standards - Operational Definitions Report**	**Tue 12/17/13**	**Tue 12/17/13**
11	State Review: Quality Standards - Operational Definitions Report	Wed 12/18/13	Mon 12/30/13
12	Finalize: Quality Standards - Operational Definitions Report	Thu 1/2/14	Wed 1/15/14
13	**Approved: Quality Standards - Operational Definitions Report**	**Wed 1/15/14**	**Wed 1/15/14**
14	**Deliverable #1.2: Quality Checklists**	**Mon 10/21/13**	**Wed 1/15/14**
15	Develop: Quality Checklists	Mon 10/21/13	Tue 12/17/13
16	CSG Quality Checkpoint	Wed 12/11/13	Tue 12/17/13
17	**Submitted: Quality Checklists**	**Tue 12/17/13**	**Tue 12/17/13**
18	State Review: Quality Checklists	Wed 12/18/13	Mon 12/30/13
19	Finalize: Quality Checklists	Thu 1/2/14	Wed 1/15/14
20	**Approved: Quality Checklists**	**Wed 1/15/14**	**Wed 1/15/14**
21	**Deliverable #1.3: Quality Management Plan (QWP)**	**Mon 10/21/13**	**Wed 1/15/14**
22	Develop: Quality Management Plan (QWP)	Mon 10/21/13	Tue 12/17/13
23	CSG Quality Checkpoint	Wed 12/11/13	Tue 12/17/13
24	**Submitted: Quality Management Plan (QWP)**	**Tue 12/17/13**	**Tue 12/17/13**
25	State Review: Quality Management Plan (QWP)	Wed 12/18/13	Mon 12/30/13
26	Finalize: Quality Management Plan (QWP)	Thu 1/2/14	Wed 1/15/14
27	**Approved: Quality Management Plan (QWP)**	**Wed 1/15/14**	**Wed 1/15/14**
28	**Deliverable #1.4: Baseline Project Plan**	**Mon 10/21/13**	**Wed 1/15/14**
29	Update and Baseline: Project Plan	Mon 10/21/13	Tue 12/17/13
30	CSG Quality Checkpoint	Wed 12/11/13	Tue 12/17/13
31	**Submitted: Baseline Project Plan**	**Tue 12/17/13**	**Tue 12/17/13**



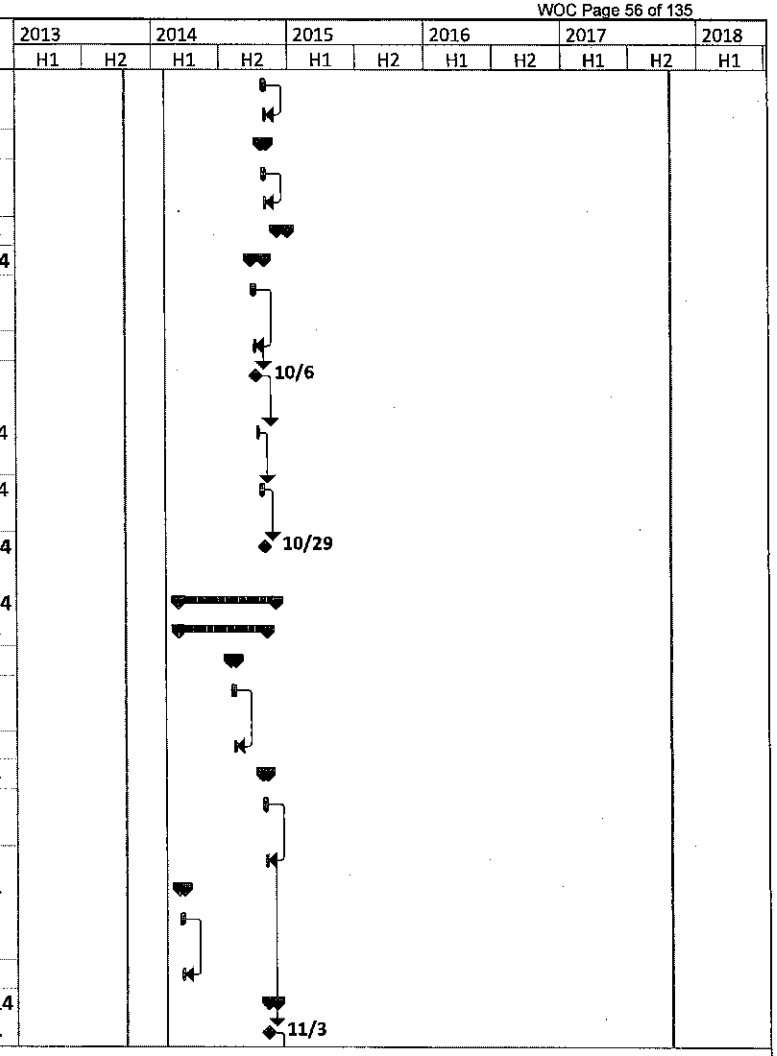
ID	Task Name	Start	Finish
32	State Review: Baseline Project Plan	Wed 12/18/13	Mon 12/30/13
33	Finalize: Baseline Project Plan	Thu 1/2/14	Wed 1/15/14
34	**Approved: Baseline Project Plan**	**Wed 1/15/14**	**Wed 1/15/14**
35	Deliverable Walkthrough: Baseline Project Plan	Wed 1/15/14	Wed 1/15/14
36	**Task 2: Quality Control**	**Mon 10/21/13**	**Thu 11/28/13**
37	**Deliverable #2.3a: Monthly Quality Status Report Format**	**Mon 10/21/13**	**Thu 11/28/13**
38	Develop: Monthly Quality Status Report Format	Mon 10/21/13	Fri 11/1/13
39	CSG Quality Checkpoints	Mon 10/28/13	Fri 11/1/13
40	**Submitted: Monthly Quality Status Report Format**	**Fri 11/1/13**	**Fri 11/1/13**
41	State Review: Monthly Quality Status Report Format	Mon 11/4/13	Tue 11/12/13
42	Finalize: Monthly Quality Status Report Format	Wed 11/13/13	Thu 11/28/13
43	**Approved: Monthly Quality Status Report Format**	**Thu 11/28/13**	**Thu 11/28/13**
44	**Task 5: Initial Project Risk Assessment Report**	**Mon 10/21/13**	**Wed 1/15/14**
45	**Deliverable #5.1: Initial Project Risk Assessment Report**	**Mon 10/21/13**	**Wed 1/15/14**
46	Develop: Initial Project Risk Assessment Report	Mon 10/21/13	Tue 12/17/13
47	CSG Quality Checkpoints	Wed 12/11/13	Tue 12/17/13
48	**Submitted: Initial Project Risk Assessment Report**	**Tue 12/17/13**	**Tue 12/17/13**
49	State Review: Initial Project Risk Assessment Report	Wed 12/18/13	Mon 12/30/13
50	Finalize: Initial Project Risk Assessment Report	Thu 1/2/14	Wed 1/15/14
51	**Approved: Initial Project Risk Assessment Report**	**Wed 1/15/14**	**Wed 1/15/14**
52	**Project Execution**	**Tue 11/26/13**	**Tue 10/17/17**
53	**FAST Rollout Phase 1**	**Tue 11/26/13**	**Tue 12/30/14**
54	**Task 2: Quality Control (QC)**	**Tue 11/26/13**	**Tue 12/30/14**
55	**Deliverable #2.1a: FAST and CSR Project/Outsourced Blended Teams Project Plan(s) Initial Review**	**Tue 11/26/13**	**Tue 1/7/14**
56	QC Review of FAST and CSR Project/Outsourced Blended Teams Project Plan(s) Initial Review	Tue 11/26/13	Mon 12/9/13
57	CSG Quality Checkpoint	Tue 12/3/13	Mon 12/9/13
58	**Submitted QC Report: QC Review of FAST and CSR Project/Outsourced Blended Teams Project Plan(s) Initial Review**	**Mon 12/9/13**	**Mon 12/9/13**
59	State Review QC Report: QC Review of FAST and CSR Project/Outsourced Blended Teams Project Plan(s) Initial Review	Tue 12/10/13	Wed 12/18/13
60	Finalize QC Report: QC Review of FAST and CSR Project/Outsourced Blended Teams Project Plan(s) Initial Review	Thu 12/19/13	Tue 1/7/14



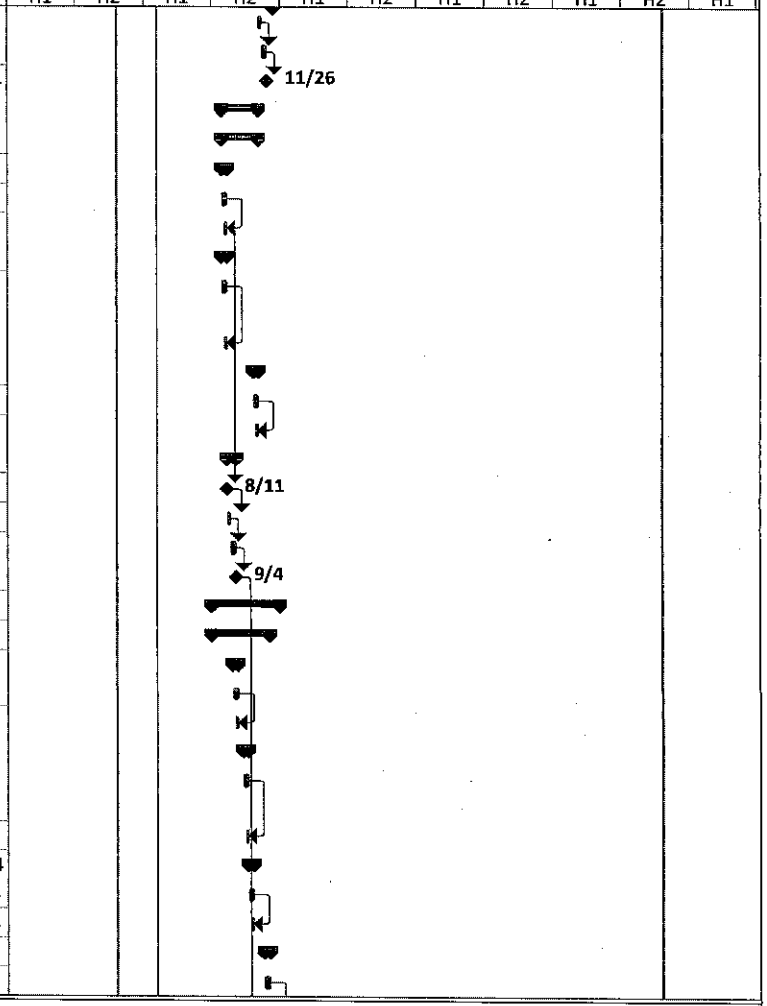
ID	Task Name	Start	Finish
61	**Approved QC Report: QC Review of FAST and CSR Project/Outsourced Blended Teams Project Plan(s) Initial Review**	**Tue 1/7/14**	**Tue 1/7/14**
62	**Deliverable #2.1c: QC Review of FAST Artifact 0.1: Project Schedule**	**Tue 12/10/13**	**Wed 1/22/14**
63	QC Review of FAST Artifact 0.1: Project Schedule	Tue 12/10/13	Mon 12/23/13
64	CSG Quality Checkpoint	Tue 12/17/13	Mon 12/23/13
65	**Submitted: QC Review of FAST Artifact 0.1: Project Schedule**	**Mon 12/23/13**	**Mon 12/23/13**
66	State Review of QC Report: QC Review of FAST Artifact 0.1: Project Sched	Thu 12/26/13	Tue 1/7/14
67	Finalize QC Report: QC Review of FAST Artifact 0.1: Project Schedule	Wed 1/8/14	Wed 1/22/14
68	**Approved QC Report: QC Review of FAST Artifact 0.1: Project Schedule**	**Wed 1/22/14**	**Wed 1/22/14**
69	**Deliverable #2.1d: FAST Final Implementation Specifications**	**Wed 5/7/14**	**Fri 6/13/14**
70	QC Review of Fast Final Implementation Specifications	Wed 5/7/14	Tue 5/20/14
71	CSG Quality Checkpoint	Wed 5/14/14	Tue 5/20/14
72	**Submitted QC Report: QC Review of Fast Final Implementation Specifica**	**Tue 5/20/14**	**Tue 5/20/14**
73	State Review QC Report: QC Review of Fast Final Implementation Specific	Wed 5/21/14	Fri 5/30/14
74	Finalize QC Report: QC Review of Fast Final Implementation Specification	Mon 6/2/14	Fri 6/13/14
75	**Approved QC Report: QC Review of Fast Final Implementation Specifica**	**Fri 6/13/14**	**Fri 6/13/14**
76	**Deliverable #2.1e: FAST Final Rollout Documentation**	**Tue 1/14/14**	**Tue 12/30/14**
77	**FAST Final Rollout Documentation Review**	**Tue 1/14/14**	**Wed 12/3/14**
78	**Deliverable #2.1e: System Test**	**Tue 10/7/14**	**Mon 10/20/14**
79	QC Review of System Test	Tue 10/7/14	Mon 10/20/14
80	CSG Quality Checkpoint	Tue 10/14/14	Mon 10/20/14
81	**Deliverable #2.1e: Go Live**	**Tue 10/21/14**	**Mon 11/3/14**
82	QC Review of Go Live	Tue 10/21/14	Mon 11/3/14
83	CSG Quality Checkpoint	Tue 10/28/14	Mon 11/3/14
84	**Deliverable #2.1e: Final Rollout Documents**	**Tue 11/18/14**	**Wed 12/3/14**
85	QC Review of Final Rollout Documents	Tue 11/18/14	Wed 12/3/14
86	CSG Quality Checkpoint	Tue 11/25/14	Wed 12/3/14
87	**Deliverable #2.1e: Delivery of System Overview Presentation**	**Tue 3/11/14**	**Mon 3/24/14**
88	QC Review of Delivery of System Overview Presentation	Tue 3/11/14	Mon 3/24/14
89	CSG Quality Checkpoint	Tue 3/18/14	Mon 3/24/14
90	**Deliverable #2.1e: Base Configuration**	**Tue 1/14/14**	**Tue 1/28/14**
91	QC Review of Delivery of Base Configuration	Tue 1/14/14	Tue 1/28/14
92	CSG Quality Checkpoint	Wed 1/22/14	Tue 1/28/14
93	**Deliverable #2.1e: End User Training**	**Tue 10/21/14**	**Mon 11/3/14**



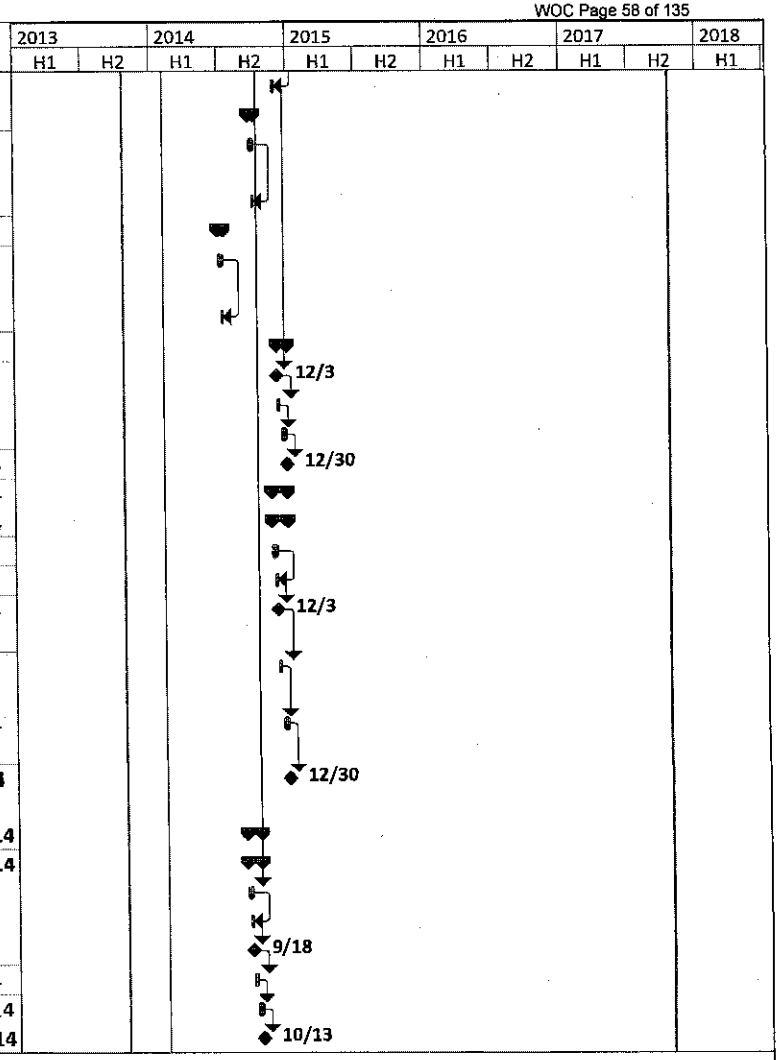
ID	Task Name	Start	Finish
94	QC Review of Delivery of End User Training	Tue 10/21/14	Mon 11/3/14
95	CSG Quality Checkpoint	Tue 10/28/14	Mon 11/3/14
96	**Deliverable #2.1e: Cut-Over Planning and Execution**	**Tue 10/21/14**	**Mon 11/3/14**
97	QC Review of Delivery of Cut-Over Planning and Execution	Tue 10/21/14	Mon 11/3/14
98	CSG Quality Checkpoint	Tue 10/28/14	Mon 11/3/14
99	**Deliverable #2.1e: FAST Final Rollout Documentation QC Report**	**Wed 12/3/14**	**Tue 12/30/14**
104	**Deliverable #2.1f: FAST Task No. 5 Deliverables and Artifacts**	**Tue 9/23/14**	**Wed 10/29/14**
105	QC Review of FAST Task No. 5 Deliverables and Artifacts - Letters, Reports, and Interfaces	Tue 9/23/14	Mon 10/6/14
106	CSG Quality Checkpoint	Tue 9/30/14	Mon 10/6/14
107	**Submitted QC Report: FAST Task No. 5 Deliverables and Artifacts - Letters, Reports, and Interfaces**	**Mon 10/6/14**	**Mon 10/6/14**
108	State Review QC Report: FAST Task No. 5 Deliverables and Artifacts - Letters, Reports, and Interfaces	Tue 10/7/14	Wed 10/15/14
109	Finalize QC Report: FAST Task No. 5 Deliverables and Artifacts - Letters, Reports, and Interfaces	Thu 10/16/14	Wed 10/29/14
110	**Approved QC Report: FAST Task No. 5 Deliverables and Artifacts - Letters, Reports, and Interfaces**	**Wed 10/29/14**	**Wed 10/29/14**
111	**Deliverable #2.1g: FAST Task No. 6 Deliverables and Artifacts**	**Tue 3/11/14**	**Wed 11/26/14**
112	**FAST Task No. 6 Deliverables and Artifacts Review**	**Tue 3/11/14**	**Mon 11/3/14**
113	**Deliverable #2.1g: Data Conversion Plan**	**Tue 7/29/14**	**Mon 8/11/14**
114	QC Review of FAST Task No. 6 Fast Final Implementation Specifications Deliverables and Artifacts - Data Conversion Plan	Tue 7/29/14	Mon 8/11/14
115	CSG Quality Checkpoint	Tue 8/5/14	Mon 8/11/14
116	**Deliverable #2.1g: Conversion Reconciliation Report**	**Tue 10/21/14**	**Mon 11/3/14**
117	QC Review of FAST Task No. 6 Deliverables and Artifacts - Conversion Reconciliation Report	Tue 10/21/14	Mon 11/3/14
118	CSG Quality Checkpoint	Tue 10/28/14	Mon 11/3/14
119	**Deliverable #2.1g: Inventory of Data Resources**	**Tue 3/11/14**	**Mon 3/24/14**
120	QC Review of FAST Task No. 6 Deliverables and Artifacts - Inventory of Data Resources	Tue 3/11/14	Mon 3/24/14
121	CSG Quality Checkpoint	Tue 3/18/14	Mon 3/24/14
122	**FAST Task No. 6 Deliverables and Artifacts QC Report**	**Mon 11/3/14**	**Wed 11/26/14**
123	**Submitted QC Report: FAST Task No. 6 Deliverables and Artifacts QC**	**Mon 11/3/14**	**Mon 11/3/14**



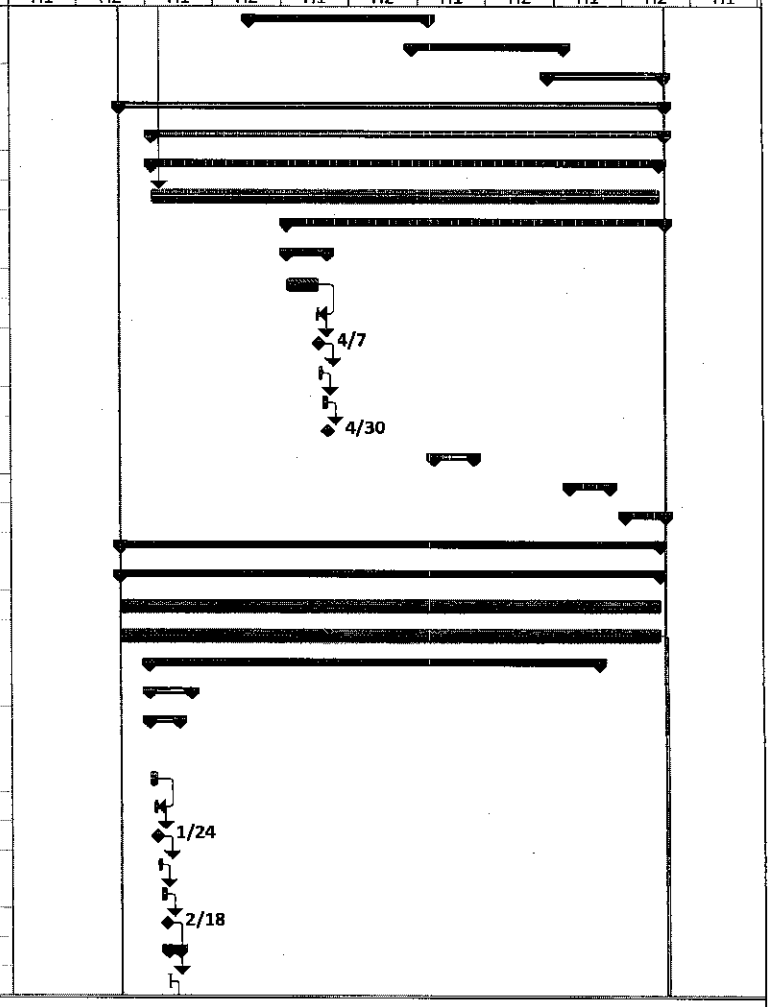
ID	Task Name	Start	Finish
124	State Review QC Report: FAST Task No. 6 Deliverables and Artifacts QC	Tue 11/4/14	Wed 11/12/14
125	Finalize QC Report: FAST Task No. 6 Deliverables and Artifacts QC Repo	Thu 11/13/14	Wed 11/26/14
126	**Approved QC Report: 6 Deliverables and Artifacts QC Report**	**Wed 11/26/14**	**Wed 11/26/14**
127	**Deliverable #2.1h: FAST Task No. 7 Deliverables and Artifacts**	**Tue 7/29/14**	**Mon 11/3/14**
128	**FAST Task No. 7 Deliverables and Artifacts Review**	**Tue 7/29/14**	**Mon 11/3/14**
129	**Deliverable 2.1h: Test Plans**	**Tue 7/29/14**	**Mon 8/11/14**
130	QC Review of FAST Task No. 7 Deliverables and Artifacts - Test Plans	Tue 7/29/14	Mon 8/11/14
131	CSG Quality Checkpoint	Tue 8/5/14	Mon 8/11/14
132	**Deliverable #2.1h: Project Environments**	**Tue 7/29/14**	**Mon 8/11/14**
133	QC Review of FAST Task No. 7 Deliverables and Artifacts - Project Environments	Tue 7/29/14	Mon 8/11/14
134	CSG Quality Checkpoint	Tue 8/5/14	Mon 8/11/14
135	**Deliverable #2.1h: Test Results**	**Tue 10/21/14**	**Mon 11/3/14**
136	QC Review of FAST Task No. 7 Deliverables and Artifacts - Test Resul	Tue 10/21/14	Mon 11/3/14
137	CSG Quality Checkpoint	Tue 10/28/14	Mon 11/3/14
138	**FAST Task No. 7 Deliverables and Artifacts QC Report**	**Mon 8/11/14**	**Thu 9/4/14**
139	**Submitted QC Report: FAST Task No. 7 Deliverables and Artifacts**	**Mon 8/11/14**	**Mon 8/11/14**
140	State Review QC Report: FAST Task No. 7 Deliverables and Artifacts	Tue 8/12/14	Wed 8/20/14
141	Finalize QC Report: FAST Task No. 7 Deliverables and Artifacts	Thu 8/21/14	Thu 9/4/14
142	**Approved QC Report: FAST Task No. 7 Deliverables and Artifacts**	**Thu 9/4/14**	**Thu 9/4/14**
143	**Deliverable #2.1i: FAST Task No. 8 Deliverables and Artifacts**	**Tue 7/1/14**	**Tue 12/30/14**
144	**FAST Task No. 8 Deliverables and Artifacts Review**	**Tue 7/1/14**	**Wed 12/3/14**
145	**Deliverable #2.1i: Training Plan**	**Tue 8/26/14**	**Tue 9/9/14**
146	QC Review of FAST Task No. 8 Deliverables and Artifacts - Training P	Tue 8/26/14	Tue 9/9/14
147	CSG Quality Checkpoint	Wed 9/3/14	Tue 9/9/14
148	**Deliverable #2.1i: Training Course Materials**	**Tue 9/23/14**	**Mon 10/6/14**
149	QC Review of FAST Task No. 8 Deliverables and Artifacts - Training Course Materials	Tue 9/23/14	Mon 10/6/14
150	CSG Quality Checkpoint	Tue 9/30/14	Mon 10/6/14
151	**Deliverable #2.1i: Online Help System**	**Tue 10/7/14**	**Mon 10/20/14**
152	QC Review of FAST Task No. 8 Deliverables and Artifacts - Online Hel	Tue 10/7/14	Mon 10/20/14
153	CSG Quality Checkpoint	Tue 10/14/14	Mon 10/20/14
154	**Deliverable #2.1i: Training Assessment**	**Tue 11/18/14**	**Wed 12/3/14**
155	QC Review of FAST Task No. 8 Deliverables and Artifacts - Training A	Tue 11/18/14	Wed 12/3/14



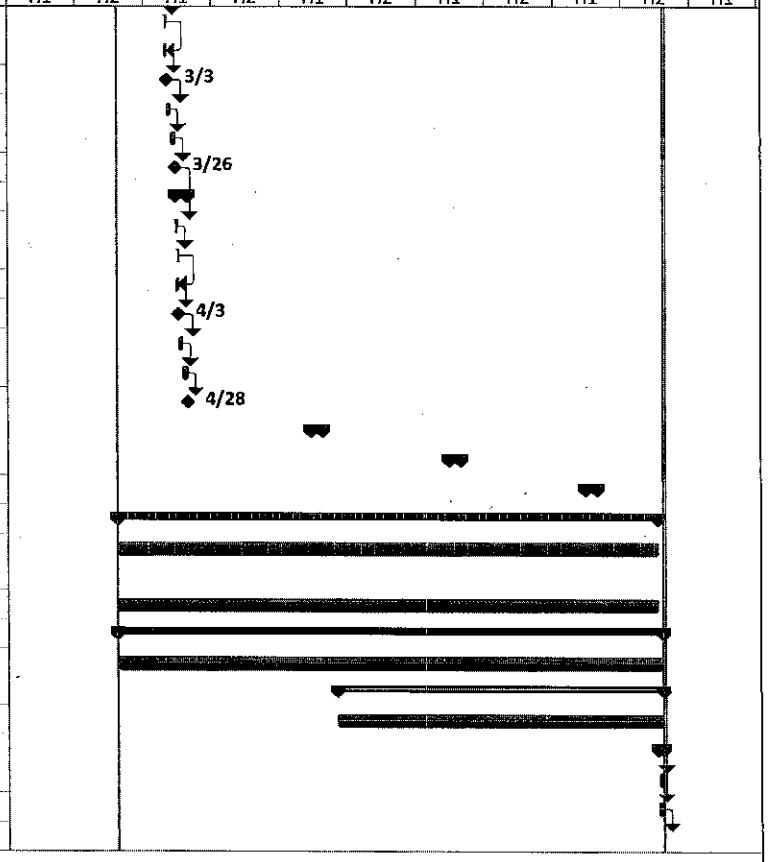
ID	Task Name	Start	Finish
156	CSG Quality Checkpoint	Tue 11/25/14	Wed 12/3/14
157	**Deliverable #2.1i: Training Environment and Data**	**Tue 9/23/14**	**Mon 10/6/14**
158	QC Review of FAST Task No. 8 Deliverables and Artifacts - Training Environment and Data	Tue 9/23/14	Mon 10/6/14
159	CSG Quality Checkpoint	Tue 9/30/14	Mon 10/6/14
160	**Deliverable #2.1i: Change Readiness Assessment**	**Tue 7/1/14**	**Tue 7/15/14**
161	QC Review of FAST Task No. 8 Deliverables and Artifacts - Change Readiness Assessment	Tue 7/1/14	Tue 7/15/14
162	CSG Quality Checkpoint	Wed 7/9/14	Tue 7/15/14
163	**FAST Task No. 8 Deliverables and Artifacts QC Report**	**Wed 12/3/14**	**Tue 12/30/14**
164	**Submitted QC Report: FAST Task No. 8 Deliverables and Artifacts QC**	**Wed 12/3/14**	**Wed 12/3/14**
165	State Review QC Report: FAST Task No. 8 Deliverables and Artifacts QC	Thu 12/4/14	Fri 12/12/14
166	Finalize QC Report: FAST FAST Task No. 8 Deliverables and Artifacts QC	Mon 12/15/14	Tue 12/30/14
167	**Approved QC Report: FAST Task No. 8 Deliverables and Artifacts QC F**	**Tue 12/30/14**	**Tue 12/30/14**
168	**Deliverable 2.1j: FAST Task No. 9 Deliverables and Artifacts**	**Tue 11/18/14**	**Tue 12/30/14**
169	**Deliverable 2.1j: Rollout 1 Documents**	**Tue 11/18/14**	**Tue 12/30/14**
170	QC Review of FAST Task No. 9 Deliverables and Artifacts - Rollout 1 Do	Tue 11/18/14	Wed 12/3/14
171	CSG Quality Checkpoint	Tue 11/25/14	Wed 12/3/14
172	**Submitted QC Report: FAST Task No. 9 Deliverables and Artifacts - Rollout 1 Documents**	**Wed 12/3/14**	**Wed 12/3/14**
173	State Review QC Report: FAST Task No. 9 Deliverables and Artifacts - Rollout 1 Documents	Thu 12/4/14	Fri 12/12/14
174	Finalize QC Report: FAST Task No. 9 Deliverables and Artifacts - Rollout 1 Documents	Mon 12/15/14	Tue 12/30/14
175	**Approved QC Report: FAST Task No.9 Deliverables and Artifacts -Rollout 1 Documents**	**Tue 12/30/14**	**Tue 12/30/14**
176	**Task 4: Independent Validation and Verification**	**Fri 9/5/14**	**Mon 10/13/14**
177	**Deliverable 4.1: IV&V Master Test Plan (MTP)**	**Fri 9/5/14**	**Mon 10/13/14**
178	Develop: IV&V Master Test Plan (MTP)	Fri 9/5/14	Thu 9/18/14
179	CSG Quality Checkpoints	Fri 9/12/14	Thu 9/18/14
180	**Submitted: IV&V Mater Test Plan (MTP)**	**Thu 9/18/14**	**Thu 9/18/14**
181	State Review: IV&V Master Test Plan (MTP)	Fri 9/19/14	Mon 9/29/14
182	Finalize: IV&V Master Test Plan (MTP)	Tue 9/30/14	Mon 10/13/14
183	**Approved: IV&V Master Test Plan (MTP)**	**Mon 10/13/14**	**Mon 10/13/14**



ID	Task Name	Start	Finish
184	**FAST Rollout Phase 2**	**Tue 10/7/14**	**Wed 1/27/16**
307	**FAST Rollout Phase 3**	**Tue 12/15/15**	**Mon 1/23/17**
422	**FAST Rollout Phase 4**	**Tue 12/13/16**	**Tue 10/17/17**
545	**Project Monitoring & Control**	**Mon 10/21/13**	**Fri 10/20/17**
546	**Task 1: Quality Management Planning**	**Thu 1/16/14**	**Fri 10/20/17**
547	**Deliverable #1.4: Baseline Project Plan Quarterly**	**Thu 1/16/14**	**Fri 10/6/17**
548	Deliverable #1.4: Baseline Project Plan Quarterly	Thu 1/16/14	Fri 10/6/17
549	**Lessons Learned**	**Tue 1/13/15**	**Fri 10/20/17**
550	**Deliverable #1.6.1: Lessons Learned Report - Phase 1**	**Tue 1/13/15**	**Thu 4/30/15**
551	Develop: Lessons Learned Report - Project Evaluation	Tue 1/13/15	Tue 4/7/15
552	CSG Quality Checkpoint	Wed 4/1/15	Tue 4/7/15
553	**Submitted: Lessons Learned Report - Project Evaluation**	**Tue 4/7/15**	**Tue 4/7/15**
554	State Review: Lessons Learned Report - Project Evaluation	Wed 4/8/15	Thu 4/16/15
555	Finalize: Lessons Learned Report - Project Evaluation	Fri 4/17/15	Thu 4/30/15
556	**Approved: Lessons Learned Report - Project Evaluation**	**Thu 4/30/15**	**Thu 4/30/15**
557	**Deliverable #1.6.2: Lessons Learned Report - Phase 2**	**Tue 2/9/16**	**Wed 5/25/16**
564	**Deliverable #1.6.3: Lessons Learned Report - Phase 3**	**Tue 2/7/17**	**Wed 5/24/17**
571	**Deliverable #1.6.4: Lessons Learned Report - Phase 4**	**Thu 7/6/17**	**Fri 10/20/17**
578	**Task 2: Quality Control**	**Mon 10/21/13**	**Fri 10/6/17**
579	**Quality Status Reporting and Tracking**	**Mon 10/21/13**	**Fri 10/6/17**
580	Weekly Project Status Meetings	Mon 10/21/13	Fri 10/6/17
581	Deliverable 2.3b: Monthly Quality Status Report	Mon 10/21/13	Fri 10/6/17
582	**System Vulnerability Assessment and Code Reviews**	**Mon 1/6/14**	**Wed 4/26/17**
583	***FAST Rollout Phase 1***	**Mon 1/6/14**	**Mon 4/28/14**
584	**Deliverable 2.2a: System Vulnerability Assessment and Code Review Sampling Plan**	**Mon 1/6/14**	**Wed 3/26/14**
585	Develop: System Vulnerability Assessment and Code Review Sampling	Mon 1/6/14	Fri 1/24/14
586	CSG Quality Checkpoint	Fri 1/17/14	Fri 1/24/14
587	**Submitted: System Vulnerability and Code Review Sampling Plan**	**Fri 1/24/14**	**Fri 1/24/14**
588	State Review: System Vulnerability and Code Review Sampling Plan	Mon 1/27/14	Tue 2/4/14
589	Finalize: System Vulnerability and Code Review Sampling Plan	Wed 2/5/14	Tue 2/18/14
590	**Approved: System Vulnerability and Code Review Sampling Plan**	**Tue 2/18/14**	**Tue 2/18/14**
591	**Deliverable 2.2b: System Vunlerability Assessment Report**	**Mon 2/24/14**	**Wed 3/26/14**
592	Perform System Vulnerability Assessments	Mon 2/24/14	Wed 2/26/14



ID	Task Name	Start	Finish
593	Develop: System Vulnerability Assessment Report	Thu 2/27/14	Mon 3/3/14
594	CSG Quality Checkpoint	Tue 2/25/14	Mon 3/3/14
595	**Submitted: System Vulnerability Assessment Report**	**Mon 3/3/14**	**Mon 3/3/14**
596	State Review:System Vulnerability Assessment Report	Tue 3/4/14	Wed 3/12/14
597	Finalize: System Vulnerability Assessment Report	Thu 3/13/14	Wed 3/26/14
598	**Approved: System Vulnerability Assessment Report**	**Wed 3/26/14**	**Wed 3/26/14**
599	**Deliverable 2.2c: Code Review and Assessment Report**	**Thu 3/27/14**	**Mon 4/28/14**
600	Review Code Samples	Thu 3/27/14	Mon 3/31/14
601	Develop: Code Review and Assessment Report	Tue 4/1/14	Thu 4/3/14
602	CSG Quality Checkpoint	Fri 3/28/14	Thu 4/3/14
603	**Submitted: Code Review and Assessment Report**	**Thu 4/3/14**	**Thu 4/3/14**
604	State Review: Code Review and Assessment Report	Fri 4/4/14	Mon 4/14/14
605	Finalize: Code Review and Assessment Report	Tue 4/15/14	Mon 4/28/14
606	**Approved: Code Review and Assessment Report**	**Mon 4/28/14**	**Mon 4/28/14**
607	**FAST Rollout Phase 2**	**Mon 3/23/15**	**Wed 4/22/15**
616	**FAST Rollout Phase 3**	**Mon 3/28/16**	**Wed 4/27/16**
625	**FAST Rollout Phase 4**	**Mon 3/27/17**	**Wed 4/26/17**
634	**Task 2: FAST Quality Control Ongoing Reviews**	**Mon 10/21/13**	**Fri 10/6/17**
635	Deliverable #2.1a: QC Review of FAST and CSR Project/Outsourced Blended Teams Project Plan(s) Review (Quarterly, Semi-Annual or Annual)	Mon 10/21/13	Fri 10/6/17
636	Deliverable #2.1b: QC Review of Deliverable 0.5: Monthly Reports	Mon 10/21/13	Fri 10/6/17
637	**Task 3: Quality Assurance (QA)**	**Mon 10/21/13**	**Fri 10/20/17**
638	Deliverable #3.1: Quarterly QA Status and Improvement Reports/Presentation	Mon 10/21/13	Fri 10/20/17
639	**Task 4: Independent Validation and Verification (IV&V)**	**Mon 6/1/15**	**Fri 10/20/17**
640	Deliverable #4.2: Bi-Weekly Test Execution and Status Reports	Mon 6/1/15	Fri 10/20/17
641	**Project Closing**	**Fri 10/6/17**	**Fri 10/20/17**
642	Document and Compile Quality Assurance Lessons Learned	Mon 10/9/17	Fri 10/20/17
643	Archive Project Records	Fri 10/6/17	Thu 10/19/17
644	Conduct Project Close Out Meeting	Fri 10/20/17	Fri 10/20/17



STATE OF OREGON

DEPARTMENT OF ADMINISTRATIVE SERVICES

DOR CORE SYSTEM REPLACEMENT PROJECT
QUALITY ASSURANCE SERVICES
OPPORTUNITY # 102-1067-13

PAYMENT SCHEDULE
OCTOBER 14, 2013

CSG Government Solutions
180 N. Stetson
Suite 3200
Chicago, IL 60601
Phone: (312) 444-2760
Fax: (312) 938-2191
www.csgdelivers.com

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1. PAYMENT SCHEDULE

CSG's cost proposal for all tasks and deliverables is provided on the following pages. The table below provides the fixed not-to-exceed (NTE) price per Deliverable, based upon the hourly rates set forth in CSG's PSA, and the due date for each Deliverable.[1] The payment schedule does not anticipate the Agency holding back any retention amounts.

1.1 Fixed NTE Price per Deliverable

Deliver-able No.	Deliverable Name	Due Date	Fixed NTE Price
1.1	Quality Standards – Operational Definitions Report	Contract Start + 40 Business Days	$14,760
1.2	Quality Checklists	Contract Start + 40 Business Days	$14,760
1.3	Quality Management Plan	Contract Start + 40 Business Days	$61,792
1.4.1	Baseline Project Plan - Initial	Contract Start + 40 Business Days for the first version; quarterly update thereafter.	$9,256
1.4.2	Baseline Project Plan Quarterly Update #1	Contract Start + 40 Business Days for the first version; quarterly update thereafter for FAST Phase 1.	$9,256
1.4.3	Baseline Project Plan Quarterly Update #2	Contract Start + 40 Business Days for the first version; quarterly update thereafter for FAST Phase 1.	$9,256
1.4.4	Baseline Project Plan Quarterly Update #3	Contract Start + 40 Business Days for the first version; quarterly update thereafter for FAST Phase 1.	$9,256
1.4.5	Baseline Project Plan Quarterly Update #4	Contract Start + 40 Business Days for the first version; quarterly update thereafter for FAST Phase 1.	$9,256
1.4.6	Baseline Project Plan Semi-Annual Update #5	Contract Start + 40 Business Days for the first	$9,256

[1] Contractor estimates that it's employees, subcontractors or agents will be on-site 80% of the time in order to perform the Services described in this WOC, with the exception of Contractor's Code Review and Assessment activities (Subtask 2.2.3) which Contractor estimates will only require on-site work for 50% of the time.

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Deliver-able No.	Deliverable Name	Due Date	Fixed NTE Price
		version; semi-annual update thereafter for FAST Phase 2.	
1.4.7	Baseline Project Plan Semi-Annual Update #6	Contract Start + 40 Business Days for the first version; semi-annual update thereafter for FAST Phase 2.	$9,256
1.4.8	Baseline Project Plan Annual Update #7	Contract Start + 40 Business Days for the first version; annual update thereafter for FAST Phase 3.	$6,304
1.4.9	Baseline Project Plan Annual Update #8	Contract Start + 40 Business Days for the first version; annual update thereafter for FAST Phase 4.	$6,304
1.5	Internal/External presentations and Special Requests	TBD	$14,760
1.6.1	Lessons Learned Report – Project Evaluation	DOR acceptance of Phase 1 deliverables + 60 days	$29,520
1.6.2	Lessons Learned Report – Project Evaluation	DOR acceptance of Phase 2 deliverables + 60 days	$23,616
1.6.3	Lessons Learned Report – Project Evaluation	DOR acceptance of Phase 3 deliverables + 60 days	$14,760
1.6.4	Lessons Learned Report – Complete Project Evaluation	DOR acceptance of Phase 4 deliverables + 60 days	$14,760
2.1a.1	QC review of FAST and CSR Project/Outsourced Blended Teams Project Plan(s), Initial reviews	FAST Delivery + 10 Business Days	$23,016
2.1a.2	QC review of FAST and CSR Project/Outsourced Blended Teams Project Plan(s), Quarterly Reviews #1	FAST Delivery + 10 Business Days	$12,008
2.1a.3	QC review of FAST and CSR Project/Outsourced Blended Teams Project Plan(s), Quarterly Reviews #2	FAST Delivery + 10 Business Days	$12,008
2.1a.4	QC review of FAST and CSR Project/Outsourced Blended Teams Project Plan(s), Quarterly Reviews #3	FAST Delivery + 10 Business Days	$12,008
2.1a.5	QC review of FAST and CSR Project/Outsourced Blended Teams Project Plan(s), Quarterly Reviews #4	FAST Delivery + 10 Business Days	$12,008

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Deliver-able No.	Deliverable Name	Due Date	Fixed NTE Price
2.1a.6	QC review of FAST and CSR Project/Outsourced Blended Teams Project Plan(s), Semi-Annual Reviews #5	FAST Delivery + 10 Business Days	$12,008
2.1a.7	QC review of FAST and CSR Project/Outsourced Blended Teams Project Plan(s), Semi-Annual Reviews #6	FAST Delivery + 10 Business Days	$12,008
2.1a.8	QC review of FAST and CSR Project/Outsourced Blended Teams Project Plan(s), Annual Reviews #7	FAST Delivery + 10 Business Days	$12,008
2.1a.9	QC review of FAST and CSR Project/Outsourced Blended Teams Project Plan(s), Annual Reviews #8	FAST Delivery + 10 Business Days	$12,008
2.1b.1	QC review of Deliverable 0.5: Monthly Reports #1	FAST Delivery + 10 Business Days	$10,032
2.1b.2	QC review of Deliverable 0.5: Monthly Reports #2	FAST Delivery + 10 Business Days	$9,832
2.1b.3	QC review of Deliverable 0.5: Monthly Reports #3	FAST Delivery + 10 Business Days	$9,832
2.1b.4	QC review of Deliverable 0.5: Monthly Reports #4	FAST Delivery + 10 Business Days	$9,832
2.1b.5	QC review of Deliverable 0.5: Monthly Reports #5	FAST Delivery + 10 Business Days	$9,832
2.1b.6	QC review of Deliverable 0.5: Monthly Reports #6	FAST Delivery + 10 Business Days	$9,832
2.1b.7	QC review of Deliverable 0.5: Monthly Reports #7	FAST Delivery + 10 Business Days	$9,832
2.1b.8	QC review of Deliverable 0.5: Monthly Reports #8	FAST Delivery + 10 Business Days	$9,832
2.1b.9	QC review of Deliverable 0.5: Monthly Reports #9	FAST Delivery + 10 Business Days	$9,832
2.1b.10	QC review of Deliverable 0.5: Monthly Reports #10	FAST Delivery + 10 Business Days	$9,832
2.1b.11	QC review of Deliverable 0.5: Monthly Reports #11	FAST Delivery + 10 Business Days	$9,832
2.1b.12	QC review of Deliverable 0.5: Monthly Reports #12	FAST Delivery + 10 Business Days	$9,832
2.1b.13	QC review of Deliverable 0.5: Monthly Reports #13	FAST Delivery + 10 Business Days	$9,832
2.1b.14	QC review of Deliverable 0.5: Monthly Reports #14	FAST Delivery + 10 Business Days	$9,832
2.1b.15	QC review of Deliverable 0.5: Monthly Reports #15	FAST Delivery + 10 Business Days	$9,832
2.1b.16	QC review of Deliverable 0.5: Monthly Reports #16	FAST Delivery + 10 Business Days	$9,832
2.1b.17	QC review of Deliverable 0.5: Monthly Reports #17	FAST Delivery + 10 Business Days	$9,832
2.1b.18	QC review of Deliverable 0.5: Monthly Reports #18	FAST Delivery + 10 Business Days	$9,832
2.1b.19	QC review of Deliverable 0.5: Monthly Reports #19	FAST Delivery + 10 Business Days	$9,832
2.1b.20	QC review of Deliverable 0.5: Monthly Reports #20	FAST Delivery + 10 Business Days	$9,832
2.1b.21	QC review of Deliverable 0.5: Monthly Reports #21	FAST Delivery + 10 Business Days	$9,832

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Deliver-able No.	Deliverable Name	Due Date	Fixed NTE Price
2.1b.22	QC review of Deliverable 0.5: Monthly Reports #22	FAST Delivery + 10 Business Days	$9,832
2.1b.23	QC review of Deliverable 0.5: Monthly Reports #23	FAST Delivery + 10 Business Days	$9,832
2.1b.24	QC review of Deliverable 0.5: Monthly Reports #24	FAST Delivery + 10 Business Days	$9,832
2.1b.25	QC review of Deliverable 0.5: Monthly Reports #25	FAST Delivery + 10 Business Days	$8,456
2.1b.26	QC review of Deliverable 0.5: Monthly Reports #26	FAST Delivery + 10 Business Days	$8,456
2.1b.27	QC review of Deliverable 0.5: Monthly Reports #27	FAST Delivery + 10 Business Days	$8,456
2.1b.28	QC review of Deliverable 0.5: Monthly Reports #28	FAST Delivery + 10 Business Days	$8,456
2.1b.29	QC review of Deliverable 0.5: Monthly Reports #29	FAST Delivery + 10 Business Days	$8,456
2.1b.30	QC review of Deliverable 0.5: Monthly Reports #30	FAST Delivery + 10 Business Days	$8,456
2.1b.31	QC review of Deliverable 0.5: Monthly Reports #31	FAST Delivery + 10 Business Days	$8,456
2.1b.32	QC review of Deliverable 0.5: Monthly Reports #32	FAST Delivery + 10 Business Days	$8,456
2.1b.33	QC review of Deliverable 0.5: Monthly Reports #33	FAST Delivery + 10 Business Days	$8,456
2.1b.34	QC review of Deliverable 0.5: Monthly Reports #34	FAST Delivery + 10 Business Days	$8,456
2.1b.35	QC review of Deliverable 0.5: Monthly Reports #35	FAST Delivery + 10 Business Days	$8,456
2.1b.36	QC review of Deliverable 0.5: Monthly Reports #36	FAST Delivery + 10 Business Days	$8,456
2.1b.37	QC review of Deliverable 0.5: Monthly Reports #37	FAST Delivery + 10 Business Days	$7,080
2.1b.38	QC review of Deliverable 0.5: Monthly Reports #38	FAST Delivery + 10 Business Days	$7,080
2.1b.39	QC review of Deliverable 0.5: Monthly Reports #39	FAST Delivery + 10 Business Days	$7,080
2.1b.40	QC review of Deliverable 0.5: Monthly Reports #40	FAST Delivery + 10 Business Days	$7,080
2.1b.41	QC review of Deliverable 0.5: Monthly Reports #41	FAST Delivery + 10 Business Days	$7,080
2.1b.42	QC review of Deliverable 0.5: Monthly Reports #42	FAST Delivery + 10 Business Days	$7,080
2.1b.43	QC review of Deliverable 0.5: Monthly Reports #43	FAST Delivery + 10 Business Days	$4,328
2.1b.44	QC review of Deliverable 0.5: Monthly Reports #44	FAST Delivery + 10 Business Days	$4,328
2.1b.45	QC review of Deliverable 0.5: Monthly Reports #45	FAST Delivery + 10 Business Days	$4,328
2.1b.46	QC review of Deliverable 0.5: Monthly Reports #46	FAST Delivery + 10 Business Days	$4,328
2.1b.47	QC review of Deliverable 0.5: Monthly Reports #47	FAST Delivery + 10 Business Days	$4,328
2.1b.48	QC review of Deliverable 0.5: Monthly Reports #48	FAST Delivery + 10 Business Days	$4,328
2.1c	QC review of Fast Artifact 0.1: Project Schedule	FAST Delivery + 10 Business Days	$11,408
2.1d.1	QC review of Fast Final Implementation Specifications Rollout 1	FAST Delivery + 10 Business Days	$18,488

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Deliver-able No.	Deliverable Name	Due Date	Fixed NTE Price
2.1d.2	QC review of Fast Final Implementation Specifications Rollout 2	FAST Delivery + 10 Business Days	$18,488
2.1d.3	QC review of Fast Final Implementation Specifications Rollout 3	FAST Delivery + 10 Business Days	$18,488
2.1d.4	QC review of Fast Final Implementation Specifications Rollout 4	FAST Delivery + 10 Business Days	$18,488
2.1e.1	QC review of Fast Final Rollout Documentation for each of 4 Rollouts including (but not limited to) Conversion Plan, QA Plan, and Cut-Over plan and supporting plans/documentation Rollout 1	FAST Delivery + 10 Business Days	$18,688
2.1e.2	QC review of Fast Final Rollout Documentation for each of 4 Rollouts including (but not limited to) Conversion Plan, QA Plan, and Cut-Over plan and supporting plans/documentation Rollout 2	FAST Delivery + 10 Business Days	$14,360
2.1e.3	QC review of Fast Final Rollout Documentation for each of 4 Rollouts including (but not limited to) Conversion Plan, QA Plan, and Cut-Over plan and supporting plans/documentation Rollout 3	FAST Delivery + 10 Business Days	$14,360
2.1e.4	QC review of Fast Final Rollout Documentation for each of 4 Rollouts including (but not limited to) Conversion Plan, QA Plan, and Cut-Over plan and supporting plans/documentation Rollout 4	FAST Delivery + 10 Business Days	$10,032
2.1f.1	QC review of Fast Task No. 5 Deliverables and Artifacts – including Letters, Reports, and Interfaces Rollout 1	FAST Delivery + 10 Business Days	$18,688
2.1f.2	QC review of Fast Task No. 5 Deliverables and Artifacts – including Letters, Reports, and Interfaces Rollout 2	FAST Delivery + 10 Business Days	$14,360
2.1f.3	QC review of Fast Task No. 5 Deliverables and Artifacts – including Letters, Reports, and Interfaces Rollout 3	FAST Delivery + 10 Business Days	$14,360
2.1f.4	QC review of Fast Task No. 5 Deliverables and Artifacts – including Letters, Reports, and Interfaces Rollout	FAST Delivery + 10 Business Days	$10,032

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Deliver-able No.	Deliverable Name	Due Date	Fixed NTE Price
	4		
2.1g.1	QC review of Fast Task No. 6 Deliverables and Artifacts – including Data Conversion Plan, Conversion Reconciliation Report, and Inventory of data resources Rollout 1	FAST Delivery + 10 Business Days	$18,688
2.1g.2	QC review of Fast Task No. 6 Deliverables and Artifacts – including Data Conversion Plan, Conversion Reconciliation Report, and Inventory of data resources Rollout 2	FAST Delivery + 10 Business Days	$14,360
2.1g.3	QC review of Fast Task No. 6 Deliverables and Artifacts – including Data Conversion Plan, Conversion Reconciliation Report, and Inventory of data resources Rollout 3	FAST Delivery + 10 Business Days	$14,360
2.1g.4	QC review of Fast Task No. 6 Deliverables and Artifacts – including Data Conversion Plan, Conversion Reconciliation Report, and Inventory of data resources Rollout 4	FAST Delivery + 10 Business Days	$10,032
2.1h.1	QC review of Fast Task No. 7 Deliverables and Artifacts – including System, Conversion, Performance/Stress, and End-to-End Test Plans, Test Results, and Test Status Reports Rollout 1	FAST Delivery + 10 Business Days	$18,688
2.1h.2	QC review of Fast Task No. 7 Deliverables and Artifacts – including System, Conversion, Performance/Stress, and End-to-End Test Plans, Test Results, and Test Status Reports Rollout 2	FAST Delivery + 10 Business Days	$14,360
2.1h.3	QC review of Fast Task No. 7 Deliverables and Artifacts – including System, Conversion, Performance/Stress, and End-to-End Test Plans, Test Results, and Test Status Reports Rollout 3	FAST Delivery + 10 Business Days	$14,360

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Deliver-able No.	Deliverable Name	Due Date	Fixed NTE Price
2.1h.4	QC review of Fast Task No. 7 Deliverables and Artifacts – including System, Conversion, Performance/Stress, and End-to-End Test Plans, Test Results, and Test Status Reports Rollout 4	FAST Delivery + 10 Business Days	$10,032
2.1i.1	QC review of Fast Task No. 8 Deliverables and Artifacts – including Training Plans, Training Course material, Training Assessment, and Change Readiness Assessment Rollout 1	FAST Delivery + 10 Business Days	$18,688
2.1i.2	QC review of Fast Task No. 8 Deliverables and Artifacts – including Training Plans, Training Course material, Training Assessment, and Change Readiness Assessment Rollout 2	FAST Delivery + 10 Business Days	$14,360
2.1i.3	QC review of Fast Task No. 8 Deliverables and Artifacts – including Training Plans, Training Course material, Training Assessment, and Change Readiness Assessment Rollout 3	FAST Delivery + 10 Business Days	$14,360
2.1i.4	QC review of Fast Task No. 8 Deliverables and Artifacts – including Training Plans, Training Course material, Training Assessment, and Change Readiness Assessment Rollout 4	FAST Delivery + 10 Business Days	$10,032
2.1j.1	QC review of Fast Task No. 9 Deliverables and Artifacts – including technical documentation, and all system documentation for Rollout 1	FAST Delivery + 10 Business Days	$18,688
2.1j.2	QC review of Fast Task No. 9 Deliverables and Artifacts – including technical documentation, and all system documentation for Rollout 2	FAST Delivery + 10 Business Days	$14,360
2.1j.3	QC review of Fast Task No. 9 Deliverables and Artifacts – including technical documentation, and all system documentation for Rollout 3	FAST Delivery + 10 Business Days	$14,360

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Deliver-able No.	Deliverable Name	Due Date	Fixed NTE Price
2.1j.4	QC review of Fast Task No. 9 Deliverables and Artifacts, including technical documentation and all system documentation for Rollout 4	FAST Delivery + 10 Business Days	$10,032
2.1.k	QC review (TBD)	TBD	$29,496
2.2a	System Vulnerability Assessment and Code Review Sampling Plan (TBD)	In accordance with FAST Project Plan and Schedule	$7,080
2.2b	System Vulnerability Assessment Report (TBD)	Task 2.2a acceptance + 10 Business Days	$7,080
2.2.c.1	Code Review and Assessment Report #1	TBD	$8,256
2.2.c.2	Code Review and Assessment Report #2	TBD	$8,256
2.2.c.3	Code Review and Assessment Report #3	TBD	$8,256
2.2.c.4	Code Review and Assessment Report #4	TBD	$8,256
2.3a	Monthly Quality Status Report Format (TBD)	Contract Start + 10 Business Days	$3,152
2.3b.1	Monthly Quality Status Report #1	Task 2.1a acceptance,	$16,136
2.3b.2	Monthly Quality Status Report #2	First Wednesday of each calendar month	$16,136
2.3b.3	Monthly Quality Status Report #3	First Wednesday of each calendar month	$16,136
2.3b.4	Monthly Quality Status Report #4	First Wednesday of each calendar month	$16,136
2.3b.5	Monthly Quality Status Report #5	First Wednesday of each calendar month	$16,136
2.3b.6	Monthly Quality Status Report #6	First Wednesday of each calendar month	$16,136
2.3b.7	Monthly Quality Status Report #7	First Wednesday of each calendar month	$16,136
2.3b.8	Monthly Quality Status Report #8	First Wednesday of each calendar month	$16,136
2.3b.9	Monthly Quality Status Report #9	First Wednesday of each calendar month	$16,136
2.3b.10	Monthly Quality Status Report #10	First Wednesday of each calendar month	$16,136
2.3b.11	Monthly Quality Status Report #11	First Wednesday of each calendar	$16,136

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Deliver-able No.	Deliverable Name	Due Date	Fixed NTE Price
		month	
2.3b.12	Monthly Quality Status Report #12	First Wednesday of each calendar month	$16,136
2.3b.13	Monthly Quality Status Report #13	First Wednesday of each calendar month	$16,136
2.3b.14	Monthly Quality Status Report #14	First Wednesday of each calendar month	$16,136
2.3b.15	Monthly Quality Status Report #15	First Wednesday of each calendar month	$16,136
2.3b.16	Monthly Quality Status Report #16	First Wednesday of each calendar month	$16,136
2.3b.17	Monthly Quality Status Report #17	First Wednesday of each calendar month	$16,136
2.3b.18	Monthly Quality Status Report #18	First Wednesday of each calendar month	$16,136
2.3b.19	Monthly Quality Status Report #19	First Wednesday of each calendar month	$16,136
2.3b.20	Monthly Quality Status Report #20	First Wednesday of each calendar month	$16,136
2.3b.21	Monthly Quality Status Report #21	First Wednesday of each calendar month	$16,136
2.3b.22	Monthly Quality Status Report #22	First Wednesday of each calendar month	$16,136
2.3b.23	Monthly Quality Status Report #23	First Wednesday of each calendar month	$16,136
2.3b.24	Monthly Quality Status Report #24	First Wednesday of each calendar month	$16,136
2.3b.25	Monthly Quality Status Report #25	First Wednesday of each calendar month	$16,136
2.3b.26	Monthly Quality Status Report #26	First Wednesday of each calendar month	$16,136
2.3b.27	Monthly Quality Status Report #27	First Wednesday of each calendar month	$16,136
2.3b.28	Monthly Quality Status Report #28	First Wednesday of each calendar month	$16,136
2.3b.29	Monthly Quality Status Report #29	First Wednesday of each calendar month	$16,136

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Deliver-able No.	Deliverable Name	Due Date	Fixed NTE Price
2.3b.30	Monthly Quality Status Report #30	First Wednesday of each calendar month	$16,136
2.3b.31	Monthly Quality Status Report #31	First Wednesday of each calendar month	$16,136
2.3b.32	Monthly Quality Status Report #32	First Wednesday of each calendar month	$16,136
2.3b.33	Monthly Quality Status Report #33	First Wednesday of each calendar month	$16,136
2.3b.34	Monthly Quality Status Report #34	First Wednesday of each calendar month	$16,136
2.3b.35	Monthly Quality Status Report #35	First Wednesday of each calendar month	$16,136
2.3b.36	Monthly Quality Status Report #36	First Wednesday of each calendar month	$16,136
2.3b.37	Monthly Quality Status Report #37	First Wednesday of each calendar month	$14,560
2.3b.38	Monthly Quality Status Report #38	First Wednesday of each calendar month	$14,560
2.3b.39	Monthly Quality Status Report #39	First Wednesday of each calendar month	$14,560
2.3b.40	Monthly Quality Status Report #40	First Wednesday of each calendar month	$14,560
2.3b.41	Monthly Quality Status Report #41	First Wednesday of each calendar month	$14,560
2.3b.42	Monthly Quality Status Report #42	First Wednesday of each calendar month	$14,560
2.3b.43	Monthly Quality Status Report #43	First Wednesday of each calendar month	$14,560
2.3b.44	Monthly Quality Status Report #44	First Wednesday of each calendar month	$14,560
2.3b.45	Monthly Quality Status Report #45	First Wednesday of each calendar month	$14,560
2.3b.46	Monthly Quality Status Report #46	First Wednesday of each calendar month	$14,560
2.3b.47	Monthly Quality Status Report #47	First Wednesday of each calendar month	$14,560
2.3b.48	Monthly Quality Status Report #48	First Wednesday of each calendar	$14,560

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Deliver-able No.	Deliverable Name	Due Date	Fixed NTE Price
		month	
3.1.1	Quarterly QA Status and Improvement Reports / Presentations #1	End of Quarter + 10 Business Days	$12,984
3.1.2	Quarterly QA Status and Improvement Reports / Presentations #2	End of Quarter + 10 Business Days	$12,984
3.1.3	Quarterly QA Status and Improvement Reports / Presentations #3	End of Quarter + 10 Business Days	$12,984
3.1.4	Quarterly QA Status and Improvement Reports / Presentations #4	End of Quarter + 10 Business Days	$12,984
3.1.5	Quarterly QA Status and Improvement Reports / Presentations #5	End of Quarter + 10 Business Days	$12,984
3.1.6	Quarterly QA Status and Improvement Reports / Presentations #6	End of Quarter + 10 Business Days	$12,984
3.1.7	Quarterly QA Status and Improvement Reports / Presentations #7	End of Quarter + 10 Business Days	$12,984
3.1.8	Quarterly QA Status and Improvement Reports / Presentations #8	End of Quarter + 10 Business Days	$12,984
3.1.9	Quarterly QA Status and Improvement Reports / Presentations #9	End of Quarter + 10 Business Days	$12,984
3.1.10	Quarterly QA Status and Improvement Reports / Presentations #10	End of Quarter + 10 Business Days	$12,984
3.1.11	Quarterly QA Status and Improvement Reports / Presentations #11	End of Quarter + 10 Business Days	$12,984
3.1.12	Quarterly QA Status and Improvement Reports / Presentations #12	End of Quarter + 10 Business Days	$12,984
3.1.13	Quarterly QA Status and Improvement Reports / Presentations #13	End of Quarter + 10 Business Days	$12,984
3.1.14	Quarterly QA Status and Improvement Reports / Presentations #14	End of Quarter + 10 Business Days	$12,984
3.1.15	Quarterly QA Status and Improvement Reports / Presentations #15	End of Quarter + 10 Business Days	$12,984
3.1.16	Quarterly QA Status and Improvement Reports / Presentations #16	End of Quarter + 10 Business Days	$12,984
4.1	IV&V Master Test Plan (MTP)	FAST Test Plan acceptance + 10 Business Days	$75,680
4.2.1	Bi-Weekly Test Execution and Status Report #1	IV&V Initiation + 2 weeks, then bi-weekly	$17,464

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Deliver-able No.	Deliverable Name	Due Date	Fixed NTE Price
4.2.2	Bi-Weekly Test Execution and Status Report #2	IV&V Initiation + 2 weeks, then bi-weekly	$17,464
4.2.3	Bi-Weekly Test Execution and Status Report #3	IV&V Initiation + 2 weeks, then bi-weekly	$17,464
4.2.4	Bi-Weekly Test Execution and Status Report #4	IV&V Initiation + 2 weeks, then bi-weekly	$17,464
4.2.5	Bi-Weekly Test Execution and Status Report #5	IV&V Initiation + 2 weeks, then bi-weekly	$17,464
4.2.6	Bi-Weekly Test Execution and Status Report #6	IV&V Initiation + 2 weeks, then bi-weekly	$17,464
4.2.7	Bi-Weekly Test Execution and Status Report #7	IV&V Initiation + 2 weeks, then bi-weekly	$14,712
4.2.8	Bi-Weekly Test Execution and Status Report #8	IV&V Initiation + 2 weeks, then bi-weekly	$14,712
4.2.9	Bi-Weekly Test Execution and Status Report #9	IV&V Initiation + 2 weeks, then bi-weekly	$14,712
4.2.10	Bi-Weekly Test Execution and Status Report #10	IV&V Initiation + 2 weeks, then bi-weekly	$14,712
4.2.11	Bi-Weekly Test Execution and Status Report #11	IV&V Initiation + 2 weeks, then bi-weekly	$14,712
4.2.12	Bi-Weekly Test Execution and Status Report #12	IV&V Initiation + 2 weeks, then bi-weekly	$14,712
4.2.13	Bi-Weekly Test Execution and Status Report #13	IV&V Initiation + 2 weeks, then bi-weekly	$14,712
4.2.14	Bi-Weekly Test Execution and Status Report #14	IV&V Initiation + 2 weeks, then bi-weekly	$14,712
4.2.15	Bi-Weekly Test Execution and Status Report #15	IV&V Initiation + 2 weeks, then bi-weekly	$14,712
4.2.16	Bi-Weekly Test Execution and Status Report #16	IV&V Initiation + 2 weeks, then bi-weekly	$14,712
4.2.17	Bi-Weekly Test Execution and Status Report #17	IV&V Initiation + 2 weeks, then bi-weekly	$14,712
4.2.18	Bi-Weekly Test Execution and Status Report #18	IV&V Initiation + 2 weeks, then bi-weekly	$14,712
4.2.19	Bi-Weekly Test Execution and Status Report #19	IV&V Initiation + 2 weeks, then bi-weekly	$14,712
4.2.20	Bi-Weekly Test Execution and Status Report #20	IV&V Initiation + 2 weeks, then	$14,712

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Deliver-able No.	Deliverable Name	Due Date	Fixed NTE Price
		bi-weekly	
4.2.21	Bi-Weekly Test Execution and Status Report #21	IV&V Initiation + 2 weeks, then bi-weekly	$14,712
4.2.22	Bi-Weekly Test Execution and Status Report #22	IV&V Initiation + 2 weeks, then bi-weekly	$14,712
4.2.23	Bi-Weekly Test Execution and Status Report #23	IV&V Initiation + 2 weeks, then bi-weekly	$14,712
4.2.24	Bi-Weekly Test Execution and Status Report #24	IV&V Initiation + 2 weeks, then bi-weekly	$14,712
4.2.25	Bi-Weekly Test Execution and Status Report #25	IV&V Initiation + 2 weeks, then bi-weekly	$14,712
4.2.26	Bi-Weekly Test Execution and Status Report #26	IV&V Initiation + 2 weeks, then bi-weekly	$14,712
4.2.27	Bi-Weekly Test Execution and Status Report #27	IV&V Initiation + 2 weeks, then bi-weekly	$14,712
4.2.28	Bi-Weekly Test Execution and Status Report #28	IV&V Initiation + 2 weeks, then bi-weekly	$14,712
4.2.29	Bi-Weekly Test Execution and Status Report #29	IV&V Initiation + 2 weeks, then bi-weekly	$14,712
4.2.30	Bi-Weekly Test Execution and Status Report #30	IV&V Initiation + 2 weeks, then bi-weekly	$14,712
4.2.31	Bi-Weekly Test Execution and Status Report #31	IV&V Initiation + 2 weeks, then bi-weekly	$14,712
4.2.32	Bi-Weekly Test Execution and Status Report #32	IV&V Initiation + 2 weeks, then bi-weekly	$14,712
5.1	Initial Project Risk Assessment Report	Contract Start + 40 Business Days	$59,040
5.2.1	On-Going Risk Notification Report #1	To be included within each Monthly Report.	$2,952
5.2.2	On-Going Risk Notification Report #2	To be included within each Monthly Report.	$2,952
5.2.3	On-Going Risk Notification Report #3	To be included within each Monthly Report.	$2,952
5.2.4	On-Going Risk Notification Report #4	To be included within each Monthly Report.	$2,952
5.2.5	On-Going Risk Notification Report #5	To be included within each Monthly Report.	$2,952

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Deliver-able No.	Deliverable Name	Due Date	Fixed NTE Price
5.2.6	On-Going Risk Notification Report #6	To be included within each Monthly Report.	$2,952
5.2.7	On-Going Risk Notification Report #7	To be included within each Monthly Report.	$2,952
5.2.8	On-Going Risk Notification Report #8	To be included within each Monthly Report.	$2,952
5.2.9	On-Going Risk Notification Report #9	To be included within each Monthly Report.	$2,952
5.2.10	On-Going Risk Notification Report #10	To be included within each Monthly Report.	$2,952
5.2.11	On-Going Risk Notification Report #11	To be included within each Monthly Report.	$2,952
5.2.12	On-Going Risk Notification Report #12	To be included within each Monthly Report.	$2,952
5.2.13	On-Going Risk Notification Report #13	To be included within each Monthly Report.	$2,952
5.2.14	On-Going Risk Notification Report #14	To be included within each Monthly Report.	$2,952
5.2.15	On-Going Risk Notification Report #15	To be included within each Monthly Report.	$2,952
5.2.16	On-Going Risk Notification Report #16	To be included within each Monthly Report.	$2,952
5.2.17	On-Going Risk Notification Report #17	To be included within each Monthly Report.	$2,952
5.2.18	On-Going Risk Notification Report #18	To be included within each Monthly Report.	$2,952
5.2.19	On-Going Risk Notification Report #19	To be included within each Monthly Report.	$2,952
5.2.20	On-Going Risk Notification Report #20	To be included within each Monthly Report.	$2,952
5.2.21	On-Going Risk Notification Report #21	To be included within each Monthly Report.	$2,952
5.2.22	On-Going Risk Notification Report #22	To be included within each Monthly Report.	$2,952
5.2.23	On-Going Risk Notification Report #23	To be included within each Monthly Report.	$2,952
5.2.24	On-Going Risk Notification Report #24	To be included within each	$2,952

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Deliver-able No.	Deliverable Name	Due Date	Fixed NTE Price
		Monthly Report.	
5.2.25	On-Going Risk Notification Report #25	To be included within each Monthly Report.	$2,952
5.2.26	On-Going Risk Notification Report #26	To be included within each Monthly Report.	$2,952
5.2.27	On-Going Risk Notification Report #27	To be included within each Monthly Report.	$2,952
5.2.28	On-Going Risk Notification Report #28	To be included within each Monthly Report.	$2,952
5.2.29	On-Going Risk Notification Report #29	To be included within each Monthly Report.	$2,952
5.2.30	On-Going Risk Notification Report #30	To be included within each Monthly Report.	$2,952
5.2.31	On-Going Risk Notification Report #31	To be included within each Monthly Report.	$2,264
5.2.32	On-Going Risk Notification Report #32	To be included within each Monthly Report.	$2,264
5.2.33	On-Going Risk Notification Report #33	To be included within each Monthly Report.	$2,264
5.2.34	On-Going Risk Notification Report #34	To be included within each Monthly Report.	$2,264
5.2.35	On-Going Risk Notification Report #35	To be included within each Monthly Report.	$2,264
5.2.36	On-Going Risk Notification Report #36	To be included within each Monthly Report.	$2,264
5.2.37	On-Going Risk Notification Report #37	To be included within each Monthly Report.	$1,476
5.2.38	On-Going Risk Notification Report #38	To be included within each Monthly Report.	$1,476
5.2.39	On-Going Risk Notification Report #39	To be included within each Monthly Report.	$1,476
5.2.40	On-Going Risk Notification Report #40	To be included within each Monthly Report.	$1,476
5.2.41	On-Going Risk Notification Report #41	To be included within each Monthly Report.	$1,476
5.2.42	On-Going Risk Notification Report #42	To be included within each Monthly Report.	$1,476

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Deliver-able No.	Deliverable Name	Due Date	Fixed NTE Price
5.2.43	On-Going Risk Notification Report #43	To be included within each Monthly Report.	$1,476
5.2.44	On-Going Risk Notification Report #44	To be included within each Monthly Report.	$1,476
5.2.45	On-Going Risk Notification Report #45	To be included within each Monthly Report.	$1,476
5.2.46	On-Going Risk Notification Report #46	To be included within each Monthly Report.	$1,476
5.2.47	On-Going Risk Notification Report #47	To be included within each Monthly Report.	$1,476
5.2.48	On-Going Risk Notification Report #48	To be included within each Monthly Report.	$1,476
5.3	Updated Project Risk Assessment Report	TBD	$14,760
TOTAL			**$3,021,120**

1.2 PSA Hourly Rates

Resource	Labor Category	Hours	Hourly Rate	Dollars
Ray Gardner	Project Manager	5,504	$197	$1,084,288
Terrie Ray	Quality and Risk Analyst	7,512	$172	$1,292,064
Mike O'Connor	Technology SME	1,424	$172	$244,928
TBD	Senior Tester	2,720	$147	$399,840
	TOTAL	**17,160**		**$3,021,120**

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EXHIBIT B
to Work Order Contract 102-1281-13

QA CONTRACTOR DATA AND TAX CERTIFICATION

Certification: The individual signing on behalf of QA Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is QA Contractor's correct taxpayer identification; (b) QA Contractor is not subject to backup withholding because (i) QA Contractor is exempt from backup withholding, (ii) QA Contractor has not been notified by the IRS that QA Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified QA Contractor that QA Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of QA Contractor, s/he has authority and knowledge regarding QA Contractor's payment of taxes, and to the best of her/his knowledge, QA Contractor is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620; (d) QA Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied QA Contractor data is true and accurate.

Federal Tax Number 36-4150867

Oregon Tax Number 593240-96

QA Contractor Signature _____ **Date** 10/17/2013

EXHIBIT C
to Work Order Contract 102-1281-13

CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR
(QA Contractor completes if QA Contractor is not a corporation or is a professional corporation.)

A. QA CONTRACTOR IS INDEPENDENT CONTRACTOR.
QA Contractor certifies he/she meets the following standards:

1. I am registered under ORS chapter 701 to provide labor or services for which such registration is required.

2. I have filed federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.

3. I will furnish the tools or equipment necessary for the contracted labor or services.

4. I have the authority to hire and fire employees who perform the labor or services.

5. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist. **(Please check four or more of the following:)**

-- A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
__ B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership;
__ C. Telephone listing is used for the business that is separate from the personal residence listing.
__ D. Labor or services are performed only pursuant to written contracts.
__ E. Labor or services are performed for two or more different persons within a period of one year.
__ F. I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

QA Contractor Signature N/A Date_____

(Agency completes B below when QA Contractor completes Section A above.)

B. AGENCY APPROVAL.
ORS 670.600. Independent Contractor Standards. As used in various provisions of ORS chapters 316, 656, 657 and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. Agency certifies the contracted work meets the following standards:

1. The QA Contractor is free from direction and control over the means and manner of providing the labor or services, subject only to the specifications of the desired results.

2. The QA Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local ordinances.

3. The QA Contractor furnishes the tools or equipment necessary for the contracted labor or services.

4. The QA Contractor has the authority to hire and fire employees to perform the labor or services.

5. Payment to the QA Contractor is made upon completion of the performance or is made on the basis of a periodic retainer.

Agency Signature_____Date _____
(Agency's certification is solely for the Agency's benefit and internal use)

EXHIBIT D
to Work Order Contract 102-1281-13

QA CONTRACTOR'S PERSONNEL

Authorized Representative:

Tim Lenning
Executive Vice President
CSG Government Solutions
180 N. Stetson, Suite 3200
Chicago, IL 60601
Tel: 312-444-2760
Email: tlenning@csgdelivers.com

Project Manager:

Ray Gardner
Address: 180 N. Stetson Ave., Suite 3200
Chicago, IL 60601
Tel: 703-554-5065
Email: rgardner@csgdelivers.com

Other Key Persons:

Kathy Reczkiewicz
Client Executive
CSG Government Solutions
180 N. Stetson Ave., Suite 3200
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Email: kreczkiewicz@csgdelivers.com

Terrie Ray
IV&V/QA Analyst
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Mike O'Connor
Technical Analyst
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Colleen May
Project Advisor
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Tel: 208-577-7392
Email: cmay@csgdelivers.com

Tim Saar
Project Advisor
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Chicago, IL 60601
Tel: 312-423-2110
Email: tsar@csgdelivers.com

EXHIBIT E
to Work Order Contract 102-1281-13

AGENCY PERSONNEL

Authorized Representative:

Eric Smith
Program Management Office Administrator and CSR Project Sponsor
Oregon Department of Revenue
955 Center St NE
Salem, OR 97301-2555
Tel: 503-945-8232
Email: Eric.H.Smith@state.or.us

Project Manager:

Jennifer Hannan
Project Management Office Portfolio Analyst
Oregon Department of Revenue
955 Center St NE
Salem, OR 97301-2555
Tel: 503-586-8901
Email: Jennifer.S.Hannan@state.or.us

Other Key Persons:

Keith Shribbs
Project Management Office Section Manager and CSR Project Team Manager
Oregon Department of Revenue
955 Center St NE
Salem, OR 97301-2555
Tel: 503-779-6531
Email: Keith.Shribbs@state.or.us

Shirlene Gonzalez
QA Business Analyst and CSR Project QA Coordinator
Oregon Department of Revenue
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Tel: 503-945-8477
Email: Shirlene.A.Gonzalez@state.or.us

EXHIBIT F
to Work Order Contract 102-1281-13

Fast Enterprises, LLC - Statement of Work

EXHIBIT G
to Work Order Contract 102-1281-13

PROVISIONS REQUIRED BY FEDERAL LAW

[Agency must mark appropriate box below. Agency should determine whether federal funds are being used in this procurement and contact its contract office and legal counsel to ascertain if this exhibit is applicable to the Work Order Contract.]

XX The terms and conditions of this Exhibit G are applicable to the Work Order Contract.

□ The terms and conditions of this Exhibit G are NOT applicable to the Work Order Contract.

Without limiting the generality of section 17.1 of the Work Order Contract, QA Contractor shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements. For purposes of this Contract, all references to federal laws are references to federal laws as they may be amended from time to time.

(1) Equal Employment Opportunity. If this Contract, including amendments, is for more than $10,000, then QA Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

(2) Clean Air, Clean Water, EPA Regulations. If this Contract, including amendments, exceeds $100,000 then QA Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Agency, HHS and the appropriate Regional Office of the Environmental Protection Agency. QA Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than $100,000 in Federal Funds, language requiring the subcontractor to comply with the federal laws identified in this section.

(3) Energy Efficiency. QA Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the

Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163).

(4) Truth in Lobbying. The QA Contractor certifies, to the best of the QA Contractor's knowledge and belief that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of QA Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the QA Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

C. The QA Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(5) HIPAA Compliance. If the work performed under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), QA Contractor agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, work performed under this Contract is covered by HIPAA. QA Contractor shall comply and cause all subcontractors to comply with the following:

A. Privacy and Security Of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between QA Contractor and Agency for purposes directly related to the provision of services to clients which are funded in whole or in part under this Contract. However, QA Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the Agency Privacy Rules, OAR 410-014-0000 *et. seq.*, or the Agency Notice of Privacy Practices, if done by Agency. A copy of the most recent Agency Notice of Privacy Practices is posted on the Agency web site at:

https://aix-web1p.state.or.us/es_xweb/FORMS/index.cfm?fuseaction=FORMS.noBindGrid,

or may be obtained from Agency

B. Data Transactions Systems. If QA Contractor intends to exchange electronic data transactions with Agency in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, QA Contractor shall execute an EDI Trading Partner Agreement with Agency and shall comply with the Agency EDI Rules.

C. Consultation and Testing. If QA Contractor reasonably believes that the QA Contractor's or the Agency's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, QA Contractor shall promptly consult the Agency's HIPAA officer. QA Contractor or Agency may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the Agency's testing schedule.

D. If QA Contractor is deemed to be a business associate of Agency under HIPAA's Privacy Rule, 45 CFR Parts 160 and 164, QA Contractor hereby provides Agency with satisfactory assurances that if it receives from Agency or any trading partner any protected health information of any individual, it shall maintain the security and confidentiality of such information as required by the HIPAA's Privacy Rule, and other applicable laws and regulations. Without limiting the foregoing, QA Contractor agrees that:

(a) QA Contractor will not use or further disclose Protected Health Information otherwise than as permitted or required by this Contract or as required by law;

1. QA Contractor will use appropriate safeguards to prevent use or disclosure of PHI otherwise than as provided for by this Contract;

2. QA Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to QA Contractor of a use or disclosure of PHI by QA Contractor in violation of the requirements of the Contract;

(c) QA Contractor will report to Agency any use or disclosure of PHI not provided for by this Contract of which QA Contractor becomes aware;

(d) QA Contractor agrees to ensure that any agents, including subcontractors, to whom it provides PHI, agree to the same restrictions and conditions that apply to QA Contractor with respect to such information;

(e) QA Contractor shall make available to Agency such information as they may require to fulfill their obligations to account for disclosures of such information;

(f) QA Contractor shall make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from the Agency or trading partner (or created or received by QA Contractor on behalf of Agency or trading partner) available to Agency and to the Secretary of the United States Department of Health and Human Services, for purposes of determining Agency's or trading partners' compliance with HIPAA; and

(g) if feasible, upon termination of this Contract, QA Contractor shall return or destroy all PHI received from Agency or trading partners (or created or received by QA Contractor on behalf of Agency or trading partners) that QA Contractor still maintains in any form, and shall retain no copies of such information or, if return or destruction is not feasible, QA Contractor shall continue to extend the protections of this Contract to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

Subject to the foregoing restrictions, Agency agrees that QA Contractor may use such PHI in the process of providing transaction mapping, trading partner profiling and training and mentoring services for Agency and trading partners under this Contract.

(6) Resource Conservation and Recovery. QA Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing

recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

(7) Substance Abuse Prevention and Treatment. QA Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 USC 300x through 300x-64).

(8) Audits. QA Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

(9) Debarment and Suspension. QA Contractor shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

(10) Medicaid Compliance. To the extent QA Contractor performs any work whose costs are paid in whole or in part by Medicaid, QA Contractor shall comply with and cause its subcontractors to comply with the federal and state Medicaid statutes and regulations applicable to the work, including but not limited to:

A. Keeping such records as may be necessary to disclose the extent of services furnished to clients and, upon request, furnish such records or other information to Agency, the Medicaid Fraud Control Unit of the Oregon Agency of Justice and the Secretary of Health and Human Services;

B. Complying with all applicable disclosure requirements set forth in 42 CFR Part 455, Subpart B;

C. Complying with any applicable advance directive requirements specified in 42 CFR section 431.107(b)(4); and

D. Complying with the certification requirements of 42 CFR sections 455.18 and 455.19.

QA Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving Medicaid, language requiring the subcontractor to comply with the record keeping and reporting requirements set forth in this section and with the federal laws identified in this section.

(11) ADA. QA Contractor shall comply and cause all subcontractors to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the performance of work.

(12) Pro-Children Act. QA Contractor shall comply and cause all subcontractors to comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

EXHIBIT H
to Work Order Contract 102-1281-13

LAWS AND REGULATIONS
SPECIFIC TO THE AGENCY
AND APPLICABLE TO THIS WORK ORDER CONTRACT

[Agency must mark appropriate box below. Agency should determine whether Agency is subject to additional laws and regulations to which Agency must ensure QA Contractor complies. Agency should contact its contract office and legal counsel to ascertain if this exhibit is applicable to the Work Order Contract.]

XX The terms and conditions of this Exhibit H are applicable to the Work Order Contract.

□ The terms and conditions of this Exhibit H are NOT applicable to the Work Order Contract.

QA Contractor shall comply with the provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. §552a et. seq. related to federal tax information.

In addition, QA Contractor shall comply with Agency's confidentiality and secrecy policies set forth in Exhibit J.

EXHIBIT I
to Work Order Contract 102-1281-13

Confidentiality and Non-Disclosure Agreement Contractors (FTI - Technical)

This Confidentiality and Non-Disclosure Agreement - Contractors ("Agreement") is entered into this 17th day of October, 2013 by and between **the undersigned** ("Contractor") and the **State of Oregon by and through its Department of Revenue and Department of Administrative Services** ("Agencies").

Recitals

A. Whereas Internal Revenue Service ("IRS") "Publication 1075 Tax Information Security Guidelines For Federal, State and Local Agencies" is applicable to:

- the Agency, and
- Contractors that have access to the Agency's Confidential Information under a Contract with the Agency.

B. Whereas Agency and Contractor have entered into a business relationship which is set forth in (*Insert description of Contract/Agreement) ("Contract")*.

C. In connection with the Contract, and Contractor's access to the Oregon Department of Revenue and to the raised floor area of the State Data Center, Contractor may be exposed to or Agency has or may disclose to Contractor and Contractor desires to receive in connection with its performance of its obligations under the Contract certain information (collectively "Confidential Information") which may include:

- business and technical information in visual, written, oral or electronic form including but not limited to trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by Agency or used by Agency in connection with the operation of its business including, without limitation, Agency's business and product processes, methods, accounts and procedures, security procedures, devices or requirements, technical structures, designs, configurations, business strategies, plans, formulae, notes, reports, analyses, compilations, studies, interpretations, or

- other documents or records or items that contain "Personal Information" as that term is used in ORS 646A.602(11), including Social Security numbers. Personal Information is a type of Confidential Information that is highly sensitive and subject to additional protection, or

- Federal Tax Information ("FTI") including Returns and Return Information as defined in §6103(b) of the Internal Revenue Code: (a) A "Return" means any tax or information return, estimated tax declaration, or refund claim, including amendments, supplements, supporting schedules, attachments or lists, required by or permitted under the Code, which is filed with the Internal Revenue Service by, on behalf of, or with respect to any person; and (b) "Return Information" means the taxpayer's name, mailing address, and identification number, including social security number or employer identification number; any information extracted from a Return, including names of dependents or the location of a business; information contained on transcripts of accounts; the fact that a Return was filed or examined; investigation or collection history; or tax balance due information; information on whether a Return or any other information received by, recorded by, prepared by, furnished to, or collected by the IRS with respect to a Return. Returns and Return Information may be electronic or on paper.

NOW THEREFORE, based on the Recitals and in consideration for the mutual undertakings of Agency and Contractor under the Contract and this Agreement and the consideration provided by Agency to Contractor under the Contract, the Agency and the Contractor agree as follows:

1. Contractor shall maintain the confidentiality of any Confidential Information and will use the Confidential Information only for purpose of performing its duties and obligations under the Contract. All work defined as Contractor responsibilities under the Contract will be performed under the supervision of Contractor or Contractor's responsible employees. Contractor shall not disclose any Confidential Information to any person or entity other than Contractor's employees, unless otherwise provided by law. Contractor shall not use the Confidential Information except as permitted by this Agreement.
2. Contractor shall not generally circulate the Confidential Information within its organization and will provide access to the Confidential Information only to those individuals within its own organization directly involved in the activities related to the Contract. Contractor shall not disclose the Confidential Information to its contractors or consultants without the express consent of Agency and without obtaining a Confidentiality and Non-Disclosure Agreement between the sub-contractor or sub-consultant and the Contractor and Agency, if required by law.
3. Contractor shall work with Agency in identifying Confidential Information utilized in the performance of the work and applicable security measures that must be undertaken to protect the Confidential Information. If Contractor will have access to FTI during its performance of the Contract, the additional provisions related to FTI set forth below apply:

   a. Contractor agrees to comply with and accept responsibility for compliance by his or her employees with the following requirements:

      - All work defined as Contractor responsibilities under the Contract will be performed under the supervision of Contractor or Contractor's responsible employees.
      - Any Return or Return Information made available in any format shall be used only for the purpose of carrying out the provisions of the Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Disclosure to anyone other than an officer or employee or authorized subcontractor or authorized agent of Contractor will be prohibited, unless otherwise provided by law.
      - All Returns or 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 materials.
      - Contractor certifies that, upon Agency's request, the data processed during the performance of the Contract will be completely purged from all data storage components of its computer facility, and no output will be retained by Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
      - Any Return or Return Information that has been rendered unusable ("spoilage") or any intermediate hard copy printout that may result during the processing of IRS data will be given to Agency or its designee. When this is not possible, Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide Agency or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.
      - All Agency computer systems receiving, processing, storing, or transmitting FTI must meet the requirements defined in IRS Publication 1075. All Contractor computer systems receiving, processing, storing, or transmitting FTI must meet the requirements defined in this Agreement. To

meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

No work involving FTI furnished under the Contract will be subcontracted without prior written approval of the IRS.

- Contractor will maintain a list of employees who have authorized access. Such list will be provided to Agency and, upon IRS' written request, to the IRS reviewing office.
- Agency will have the right to terminate the Contract if Contractor fails to provide the safeguards described above.

b. 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 disclosures, unless otherwise provided by law, 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 Section 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

c. 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 the 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 the Contract, or as otherwise provided by law,. 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 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 in an amount equal to the sum of the greater of $1,000 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 gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC Section 7213A and 7431.

d. Additionally, it is incumbent upon Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552 a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his or her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

e. Granting 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. Contractor must maintain its authorization to access FTI through annual recertification, based on written information provided by Agency. 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, Agency shall advise Contractor of the provisions of IRC Sections 7431, 7213, and 7213A. 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. For both the initial certification and the annual certification, Contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

f. The IRS and Agency shall have the right to send its officers and employees in to the offices and plants of Contractor for inspection of the facilities and operations provided for the performance of any work under the Contract. On the basis of such inspection, specific measures may be required in cases where Contractor is found to be noncompliant with Contract safeguards.

4. Contractor shall not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Confidential Information.

5. Contractor at all times shall comply with Agency's security policies and procedures, provided that such policies and procedures are provided in advance, in writing, for Contractor's review. Contractor shall upon Agency's request provide a signed copy of the attached Exhibit 1, Employee Agreement and FTI Certification Confidentiality and Non-Disclosure Agreement from Contractor's employees or subcontractors performing Services under the Contract. In addition, prior to the receipt of, and during the period in which Contractor has possession of or access to, any Confidential Information, Contractor shall have in place, a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons.

6. Contractor shall promptly report to Agency any breach of security, use, disclosure, theft, loss, or other unauthorized access of any document, record, compilation of information or other item that contains Confidential Information to which the Contractor receives access, possession, custody or control in the performance of the Contract.

7. All Confidential Information, and similar items relating to the business of the Agency, whether prepared by Contractor or otherwise coming into its possession, shall remain the exclusive property of Agency. Upon the earlier of completion, termination or expiration of the Contract or upon demand of Agency, Contractor will promptly return all Confidential Information and all copies, extracts and other objects or items in which it may be contained or embodied; Contractor shall not retain any copies of the Confidential Information; and Contractor shall certify that the data processed during the performance of the Contract will be completely purged from all data storage components of its computer facility, and no output containing Confidential Information will be retained by Contractor at the time the work is completed.

8. This Agreement does not obligate Agency to disclose any information to Contractor. Neither this Agreement nor any disclosure of information hereunder grants Contractor any right or license under any trademark, trade secret, patent, copyright, or other proprietary right now or hereafter owned or controlled by Agency. Contractor agrees that all Confidential Information shall remain the property of Agency.

9. This Agreement is governed by the laws of the State of Oregon. Any claim, action, suit, or proceeding (collectively, "Claim") between the State of Oregon or Agency (or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR BY EXECUTION OF THIS AGREEMENT CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION 9. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

10. This Agreement may be modified or waived only in writing. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect.

11. Contractor acknowledges and agrees that due to the unique nature of the Confidential Information, any breach of this Agreement by Contractor, its officers, employees, subcontractors or agents, including unauthorized disclosure of any Confidential Information, may cause irreparable injury to Agency that is inadequately compensable in damages. Accordingly, in addition to the remedies Agency may have for such breach under this Agreement or the law, Agency also may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings.

12. This Agreement shall survive completion, termination or expiration of the Contract or until the contractual obligations defined in this Agreement have been fulfilled, whichever is longer.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date written below.

Contractor:

By: Tim Lenning

Title: Executive V.P.

Date: 10/17/2013

State of Oregon, acting by and through the Department of Revenue

By: Stephanie Lehmann

Title: Procurement + Contracts Manager

Date: 10/17/13

State of Oregon, acting by and through the Department of Administrative Services

By: Lori Noller

Title: State Procurement Analyst

Date: 10/17/13

Exhibit 1

EMPLOYEE AGREEMENT AND FTI CERTIFICATION

The undersigned, under penalty of perjury certifies: (a) that he or she is an employee of Contractor and may, during the course of his or her performance under the Contract, have access to or be exposed to Confidential Information, including Federal Tax Information and that information can be used only for a purpose and to the extent authorized herein; (b) that he or she has read the foregoing Confidentiality and Non-Disclosure Agreement and agrees to be bound thereby; (c) that he or she has been trained and certified by the State of Oregon to handle Federal Tax Information and a copy of his or her certificate is attached; and (d) further, that he or she has read and understands the penalty provisions of Internal Revenue Code Sections 7213, 7213A and 7431 for the unauthorized disclosure of, and or the unauthorized access of, Federal Tax Information, and the Privacy Act of 1974, 5 U.S.C. 552a, as set forth below:

- disclosures of any Federal Tax 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 and any unauthorized future disclosure of Federal Tax 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 Section 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- any Return or Return Information made available in any format shall be used only for the purpose of carrying out the provisions of the 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 the Contract, unless otherwide provided by law. 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 or imprisonment for as long as 1 year, or both, together with the costs of prosecution and any unauthorized inspection or disclosure of Returns or Return Information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000 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 gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Section 7213A and 7431.

- In addition, under the Privacy Act of 1974, 5 U.S.C. 552a, any officer or employee of Contractor, who by virtue of his or her employment or official position, has possession of or access to Agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT J
to Work Order Contract 102-1281-13

SECRECY CLAUSE

Taxpayer information is confidential and protected by Oregon law. Only authorized persons may have access to taxpayer information, or to secure buildings where taxpayer information is handled. Oregon law requires that you sign a Secrecy Certificate before being allowed access to this confidential information or secure areas. By signing the certificate, you certify that you understand the confidentiality laws and the penalties for violating them.

This applies to everyone with access to taxpayer information, including:

- Department of Revenue employees
- Employees of other government agencies
- Vendors and contractors
- Business partners

Penalties for unauthorized disclosure of state tax information

- **Income tax***—Class C felony; up to $125,000 fine; up to five years imprisonment; dismissal from state employment; no public office for five years. [ORS 314.991(2)]
- **Inheritance tax**—Class C felony; up to $125,000 fine; up to five years imprisonment; dismissal from state employment; no public office for five years. [ORS 118.990(3)]
- **Industrial property tax**—Up to $10,000 fine; up to one year imprisonment. [ORS 308.990(5)]
- **Timber tax**—Up to $5,000 fine; dismissal from state employment. (ORS 321.686)
- **Employment Department**—May result in dismissal from state employment, or other discipline. [ORS 657.665(6)]

* *These provisions also apply to transient lodging tax (ORS 320.330), cigarette tax (ORS 323.403), tobacco products tax (ORS 323.595), emergency communications tax (ORS 403.230), oil and gas production tax (ORS 324.170), hazardous substances tax (ORS 453.410), and petroleum products tax (ORS 465.124).*

Penalties for unauthorized disclosure of federal tax information

- **IRC Sect. 7213**—Felony; up to $5,000 fine; imprisonment of up to five years; cost of prosecution, damages**.
- **IRC Sect. 7213A**—Up to $1,000 fine; imprisonment of up to one year; cost of prosecution, damages**.

** *Damages may include $1,000 per act, actual damages, punitive damages, cost of legal action, attorney fees. See Section 7431.*

Instructions

Please read the following laws. They explain the types of information that are confidential. If you have questions during your employment or performance of duties, ask your supervisor or a Disclosure officer before accessing or disclosing information.

After reading this information, fill out the last page and return it to the Department of Revenue. Keep the other pages for your records.

Oregon Income Tax Laws

ORS 314.835

(1) Except as otherwise specifically provided in rules adopted under ORS 305.193 or in other law, it shall be unlawful for the Department of Revenue or any officer or employee of the department to divulge or make known in any manner the amount of income, expense, deduction, exclusion or credit or any particulars set forth or disclosed in any report or return required in the administration of ORS 310.630 to 310.706, required in the administration of any local tax pursuant to ORS 305.620, or required under a law imposing a tax upon or measured by net income. It shall be unlawful for any person or entity to whom information is disclosed or given by the department pursuant to ORS 314.840 (2) or any other provision of state law to divulge or use such information for any purpose other than that specified in the provisions of law authorizing the use or disclosure. No subpoena or judicial order shall be issued compelling the department or any of its officers or employees, or any person who has acquired information pursuant to ORS 314.840 (2) or any other provision of state law to divulge or make known the amount of income, expense, deduction, exclusion or credit or any particulars set forth or disclosed in any report or return except where the taxpayer's liability for income tax is to be adjudicated by the court from which such process issues.

(2) As used in this section:

(a) "Officer," "employee" or "person" includes an authorized representative of the officer, employee or person, or any former officer, employee or person, or an authorized representative of such former officer, employee or person.

(b) "Particulars" includes, but is not limited to, a taxpayer's name, address, telephone number, Social Security number, employer identification number or other taxpayer identification number and the amount of refund claimed by or granted to a taxpayer.

ORS 314.991

(2) Violation of ORS 314.835 is a Class C felony. If the offender is an officer or employee of the state the offender shall be dismissed from office and shall be incapable of holding any public office in this state for a period of five years thereafter.

Applicability to other tax programs

The above provisions of ORS 314, concerning the confidentiality of returns and penalties, also apply to:

- Transient lodging tax — ORS 320.330
- Cigarette tax — ORS 323.403
- Tobacco products tax — ORS 323.595
- Emergency communications tax — ORS 403.230
- Oil and gas production tax — ORS 324.170
- Hazardous substances tax — ORS 453.410
- Petroleum products tax — ORS 465.124

Oregon Inheritance Tax Laws

ORS 118.525

(1) It shall be unlawful for the Department of Revenue or any of its officers or employees to divulge or make known in any manner any particulars disclosed in any return or supporting data required under this chapter. Except for executors or beneficiaries and their authorized representatives, it shall be unlawful for any person or entity who has acquired information pursuant to subsections (3) and (4) of this section to divulge or make known such information for any purpose other than that specified in the provisions of law authorizing the use or disclosure. No subpoena or judicial order shall be issued compelling the department, or its officers or employees, or persons described in subsections (3) and (4) of this section, to divulge or make known any particulars disclosed in any such return or supporting data except where the liability for inheritance taxes is to be adjudicated by the Oregon Tax Court. Nothing in this section shall prohibit the publication of statistics so classified as to prevent the identification of particulars in any return or supporting data covered by this section.

(2) As used in this section:

(a) "Officer," "employee" or "person" includes an authorized representative of the officer, employee or person, or former officer, employee or person, or an authorized representative of such former officer, employee or person.

(b) "Particulars" includes, but is not limited to, a taxpayer's name, address, telephone number, Social Security number and the amount of refund claimed by or granted to a taxpayer.

ORS 118.990

(3) Violation of ORS 118.525 is a Class C felony. If the offender is an officer or employee of the state the offender shall be dismissed from office and shall be incapable of holding any public office in this state for a period of five years thereafter.

Oregon Property Tax Laws

ORS 308.290

(11)(a) All returns filed under the provisions of this section and ORS 308.525 and 308.810 are confidential records of the Department of Revenue or the county assessor's office in which the returns are filed or of the office to which the returns are forwarded under paragraph (b) of this subsection.

ORS 308.413

(1) Any information furnished to the county assessor or to the Department of Revenue under ORS 308.411 which is obtained upon the condition that it be kept confidential shall be confidential records of the office in which the information is kept, except as follows:

(a) All information furnished to the county assessor shall be available to the department and all information furnished to the department shall be available to the county assessor.

(b) All information furnished to the county assessor or department shall be available to any reviewing authority in any subsequent appeal.

(c) The department may publish statistics based on the information furnished if the statistics are so classified as to prevent the identification of the particular industrial plant.

(2) The Department of Revenue shall make rules governing the confidentiality of information under this section.

(3) Each officer or employee of the Department of Revenue or the office of the county assessor to whom disclosure or access of the information made confidential under subsection (1) of this section is given, prior to beginning employment or the performance of duties involving such disclosure, shall be advised in writing of the provisions of this section and ORS 308.990 (5) relating to penalties for the violation of this section, and shall as a condition of employment or performance of duties execute a certificate for the department or the assessor in a form prescribed by the department, stating in substance that the person has read this section and ORS 308.990 (5), that these sections have been explained to the person and that the person is aware of the penalties for violation of this section.

ORS 308.990

(5) Subject to ORS 153.022, any willful violation of ORS 308.413 or of any rules adopted under ORS 308.413 is punishable, upon conviction, by a fine not exceeding $10,000, or by imprisonment in the county jail for not more than one year, or by both.

Forestland Tax Laws

ORS 321.682

(1) Except as otherwise specifically provided by law, it shall be unlawful for the Department of Revenue or any officer or employee of the department to divulge or make known in any manner the amount of the tax or any particulars set forth or disclosed in any report or return required to be filed under ORS 321.045 or 321.741 or any appraisal data collected to make determinations of specially assessed value of forestland pursuant to ORS 321.201 to 321.222. It shall be unlawful for any person or entity to whom information is disclosed or given by the department pursuant to ORS 321.684 (2) or any other provision of state law to divulge or use such information for any purpose other than that specified in the provisions of law authorizing the use or disclosure. No subpoena or judicial order shall be issued compelling the department or any of its officers or employees, or any person who has acquired information pursuant to ORS 321.684 (2) or any other provision of state law, to divulge or make known the amount of tax or any particulars set forth or disclosed in any report or return except where the taxpayer's liability for timber tax is to be adjudicated by the court from which such process issues.

(2) As used in this section, "officer," "employee" or "person" includes an authorized representative of the officer, employee or person, or any former officer, employee or person, or an authorized representative of such former officer, employee or person.

ORS 321.686

Violation of ORS 321.682 is subject to a fine not exceeding $5,000 or, if committed by an officer or employee of the state, dismissal or removal from office or employment, or both fine and dismissal or removal from office or employment.

Oregon Employment Department Laws

ORS 657.665

(4)The Employment Department may: ... (i) Disclose information to the Department of Revenue for the purpose of performing its duties under ORS 293.250 or under the revenue and tax laws of this state. The information disclosed may include the names and addresses of employers and employees and payroll data of employers and employees. The information disclosed is confidential and may not be disclosed by the Department of Revenue in any manner that would identify an employing unit or employee except to the extent necessary to carry out the department's duties under ORS 293.250 or in auditing or reviewing any report or return required or permitted to be filed under the revenue and tax laws administered by the department. The Department of Revenue may not disclose any information received to any private collection agency or for any other purpose. If the information disclosed under this paragraph is not prepared for the use of the Employment Department, the costs of disclosing the information shall be paid by the Department of Revenue.

(6) Any person or any officer or employee of an entity to whom information is disclosed by the Employment Department under this section who divulges or uses the information for any purpose other than that specified in the provision of law or agreement authorizing the use or disclosure may be disqualified from performing any service under contract or disqualified from holding any appointment or employment with the state agency that engaged or employed that person, officer or employee. The Employment Department may immediately cancel or modify any information sharing agreement with an entity when a person or an officer or employee of that entity discloses confidential information, other than as specified in law or agreement.

SECRECY LAWS CERTIFICATE

Required by ORS 314.840(3), ORS 118.525(6), ORS 308.413(3), ORS 321.684

I have read the laws prohibiting disclosure of confidential information for the tax programs below.
The laws have been explained to me.
I have been furnished with a copy of the laws.
I understand Oregon's disclosure laws and the penalties for violating them.

Income tax	ORS 314.835; ORS 314.991(2)
Inheritance tax	ORS 118.525(1); ORS 118.990(3)
Industrial property tax	ORS 308.290(11); ORS 308.413; ORS 308.990(5)
Forestland tax	ORS 321.682; ORS 321.686
Employment Department tax	ORS 657.665(4)(i) and (6)
Transient lodging tax	ORS 320.330
Cigarette tax	ORS 323.403
Tobacco products tax	ORS 323.595
Emergency communications tax	ORS 403.230
Oil and gas production tax	ORS 324.170
Hazardous substances tax	ORS 453.410
Petroleum products tax	ORS 465.124
Federal tax laws	IRC Sections 7213, 7213A, 7431

VENDORS, CONTRACTORS, BUSINESS PARTNERS

PRINT your full name	Business telephone number
Print full name of business or organization for which you are acting in an official capacity	
Address of business or organization	SSN (Collection agency employees only)
What is the nature of your business?	Duration of contract or visit
Revenue contact	Area where you'll be working
Signature X	Date

REVENUE EMPLOYEES

PRINT your full name	Date
Signature X	

AGENCY USE

☐ In Compliance ☐ Not in Compliance

Appendix A: Generic Software Project Quality Standards

The following table identifies quality standards that will be for quality management and risk assessment purposes. Additional standards may be added, while standards identified as unnecessary can be deleted. However, there are specific Quality Standards, identified herein with an asterisk (*) and/or specified in the QA Contract Statement of Work, that must be reported on.

The quality standards in this table are organized with the following headers:

1 QS# - A sequentially assigned number for quality standards
2 Quality Category – Header that names the category in which the following Quality standards belong
3 Quality Standard – Named areas of potential quality standards. "*" indicates recommended minimums
4 Low Risk Cues – Characteristics of this quality standard when it can be considered low risk to the project
5 Medium Risk Cues – Characteristics of this quality standard when it should be considered high risk to the project
6 High Risk Cues – Characteristics of this quality standards when it should be considered high risk to the project
7 Rating – Level of quality risk you think is true of this project
   a. Low – This project exhibits the low risk cue, or appears to have no risks in this area
   b. Medium – This project exhibits the medium risk cue, or something similar in threat
   c. High – This project exhibits the high risk cue, or something similar in threat
   d. N / A – This factor is not applicable to this project
   e. Need Info – The Contractor needs information from someone else (perhaps an expert) to make a judgment
   f. TBD – The project is not far enough along to make a rating; the Contractor needs to review the quality standard at a later time
1 Risk Rank – The numerical rating for risk as it ranks with other identified. For example the quality standard may have high risk cues, but for the project may be of low risk

QS #	Quality Standards	Low Risk Cues	Medium Risk Cues	High Risk Cues	Rating (check one) Low	Medium	High	N/A	Need Info	TBD	Risk Rank
	Process Standards										
	Business Mission and Goals										
1	Project Fit to Customer Organization	directly supports customer organization mission and/or goals	indirectly impacts one or more goals of customer	does not support or relate to customer organization mission or goals							
2	Project Fit to Provider Organization	directly supports provider organization mission and/or goals	indirectly impacts one or more goals of provider	does not support or relate to provider organization mission or goals							
3	Customer Perception	customer expects this organization to provide this product	organization is working on project in area not expected by customer	project is mismatch with prior products or services of this organization							
4	Work Flow	little or no change to work flow	will change some aspect or have small affect on work flow	significantly changes the work flow or method of organization							
5	Goals Conflict	goals of projects within the organization are supportive of or complimentary to each other	goals of projects do not conflict, but provide little direct support	goals of projects are in conflict, either directly or indirectly							
	Decision Drivers										
6	*Political Influences	no particular politically-driven choices being made	project has several politically motivated decisions, such as using a vendor selected for political reasons, rather than qualifications	project has a variety of political influences or most decisions are made behind closed doors							

QS #	Quality Standards	Low Risk Cues	Medium Risk Cues	High Risk Cues	Rating (check one): Low	Medium	High	N/A	Need Info	TBD	Risk Rank
Process Standards											
Decision Drivers - Continued											
7	Convenient Date	date for delivery has been set by reasonable project commitment process	date is being partially driven by need to meet marketing demo, trade show, or other mandate not related to technical estimate	date is being totally driven by need to meet marketing demo, trade show, or other mandate; little consideration of project team estimates							
8	Attractive Technology	technology selected has been in use for some time	project is being done in a sub-optimal way, to leverage the purchase or development of new technology	project is being done as a way to show a new technology or as an excuse to bring a new technology into the organization							
9	Short Term Solution	project meets short term need without serious compromise to long term outlook	project is focused on short-term solution to a problem, with little understanding of what is needed in the long term	project team has been explicitly directed to ignore the long term outlook and focus on completing the short term deliverable							
Project Management											
10	*Definition of the Project	project is well-defined, with a scope that is manageable by this organization	project is well-defined, but unlikely to be handled by this organization	project is not well-defined or carries conflicting objectives in the scope							
11	*Project Objectives	verifiable project objectives, reasonable requirements	some project objectives, measures may be questionable	no established project objectives or objectives are not measurable							

QS #	Quality Standards	Low Risk Cues	Medium Risk Cues	High Risk Cues	Rating (check one) Low	Medium	High	N/A	Need Info	TBD	Risk Rank
	Process Standards										
	Project Management - Continued										
12	*Leadership	project has active sponsor	project has sponsor responsible for project, but unable to spend enough time to direct effectively	project has no sponsor, or project manager concept is not in use							
13	*PM Approach	product and process planning and controls in place	planning and controls need enhancement	weak or nonexistent planning and controls							
14	PM Communication	clearly communicates goals and status between the team and rest of organization	communicates some of the information some of the time	rarely communicates clearly to the team or to others who need to be informed of team status							
15	PM Experience	PM very experienced with similar projects	PM has moderate experience or has experience with different types of projects	PM has no experience with this type of project or is new to project management							
16	PM Attitude	strongly committed to success	willing to do what it takes	cares very little about project							
17	*PM Authority	has line management or official authority that enables project leadership effectiveness	is able to influence those elsewhere in the organization, based on personal relationships	has little authority from location in the organization structure and little personal power to influence decision-making and resources							
18	Support of the PM	complete support by team and of management	support by most of team, with some reservations	no visible support; manager in name only							

QS #	Quality Standards	Low Risk Cues	Medium Risk Cues	High Risk Cues	Rating (check one) Low	Medium	High	N/A	Need Info	TBD	Risk Rank
	Process Standards										
	Project Parameters										
19	Project Size	small, non-complex, or easily decomposed	medium, moderate complexity, decomposable	large, highly complex, or not decomposable							
20	Hardware Constraints	little or no hardware-imposed constraints or single platform	some hardware-imposed constraints; several platforms	significant hardware-imposed constraints; multiple platforms							
21	Reusable Components	components available and compatible with approach	components available, but need some revision	components identified, need serious modification for use							
22	Supplied Components	components available and directly usable	components work under most circumstances	components known to fail in certain cases, likely to be late, or incompatible with parts of approach							
23	*Budget & Resource Size	sufficient budget and resources allocated	questionable budget and resouces allocated	doubtful budget and resouces are sufficient							
24	Budget Constraints	funds allocated without constraints	some questions about availability of funds	allocation in doubt or subject to change without notice							
25	*Cost Controls	well established, in place	system in place, weak in areas	system lacking or nonexistent							
26	*Delivery Commitment	stable commitment dates	some uncertain commitments	unstable, fluctuating commitments							
27	*Development Schedule	team agrees that schedule is acceptable and can be met	team finds one phase of the plan to have a schedule that is too aggressive	team agrees that two or more phases of schedule are unlikely to be met							

QS #	Quality Standards	Low Risk Cues	Medium Risk Cues	High Risk Cues	Rating (check one) Low	Medium	High	N/A	Need Info	TBD	Risk Rank
	Process Standards										
	Project Team										
28	*Team Member Availability	in place, little turnover expected; few interrupts for fire fighting	available, some turnover expected; some fire fighting	high turnover, not available; team spends most of time fighting fires							
29	Mix of Team Skills	good mix of disciplines	some disciplines inadequately represented	some disciplines not represented at all							
30	Application Experience	extensive experience in team with projects like this	some experience with similar projects	little or no experience with similar projects							
31	Experience with Project Hardware and Software	high experience	average experience	low experience							
32	Experience with Process	extensive experience with this process	some experience with this process or extensive experience with another	little or no experience with a defined process							
33	Training of Team	training plan in place, training ongoing	training for some areas not available or training planned for future	no training plan or training not readily available							
34	Team Spirit and Attitude	strongly committed to success of project; cooperative	willing to do what it takes to get the job done	little or no commitment to the project; not a cohesive team							
35	*Team Productivity	all milestones met, deliverables on time, productivity high	milestones met, some delays in deliverables, productivity acceptable	productivity low, milestones not met, delays in deliverables							
36	Expertise with Application Area (Domain)	good background with application domain within development team	some experience with domain in team or able to call on experts as needed	no expertise in domain in team, no availability of experts							

QS #	Quality Standards	Low Risk Cues	Medium Risk Cues	High Risk Cues	Rating (check one) Low	Medium	High	N/A	Need Info	TBD	Risk Rank
	Process Standards										
	Organization Management										
37	*Organization Stability	little or no change in management or structure expected	some management change or reorganization expected	management or organization structure is continually or rapidly changing							
38	Organization Roles and Responsibilities	individuals throughout the organization understand their own roles and responsibilities and those of others	individuals understand their own roles and responsibilities, but are unsure who is responsible for work outside their immediate group	many in the organization are unsure or unaware of who is responsible for many of the activities of the organization							
39	Policies and Standards	development policies and standards are defined and carefully followed	development policies and standards are in place, but are weak or not carefully followed	no policies or standards, or they are ill-defined and unused							
40	Management Support	strongly committed to success of project	some commitment, not total	little or no support							
41	*Executive Involvement	visible and strong support	occasional support, provides help on issues when asked	no visible support; no help on unresolved issues							
42	Resource Conflict	projects within the organization share resources without any conflict	projects within the organization schedule resources carefully to avoid conflict	projects within the organization often need the same resources at the same time (or compete for the same budget)							

QS #	Quality Standards	Low Risk Cues	Medium Risk Cues	High Risk Cues	Rating (check one) Low	Medium	High	N/A	Need Info	TBD	Risk Rank
	Process Standards										
	Organization Management - Continued										
43	Customer Conflict	multiple customers of the project have common needs	multiple customers of the project have different needs, but do not conflict	multiple customers of the project are trying to drive it in very different directions							
	Customer/User										
44	*User Involvement	users highly involved with project team, provide significant input	users play minor roles, moderate impact on system	minimal or no user involvement; little user input							
45	User Experience	users highly experienced in similar projects; have specific ideas of how needs can be met	users have experience with similar projects and have needs in mind	users have no previous experience with similar projects; unsure of how needs can be met							
46	*User Acceptance	users accept concepts and details of system; process is in place for user approvals	users accept most of concepts and details of system; process in place for user approvals	users do not accept any concepts or design details of system							
47	User Training Needs	user training needs considered; training in progress or plan in place	user training needs considered; no training yet or training plan is in development	requirements not identified or not addressed							
48	User Justification	user justification complete, accurate, sound	user justification provided, complete with some questions about applicability	no satisfactory justification for system							

QS #	Quality Standards	Low Risk Cues	Medium Risk Cues	High Risk Cues	Rating (check one): Low	Medium	High	N/A	Need Info	TBD	Risk Rank
	Product Standards										
	Product Content										
49	Requirements Stability	little or no change expected to approved set (baseline)	some change expected against approved set	rapidly changing or no agreed-upon baseline							
50	*Requirements Complete and Clear	all completely specified and clearly written	some requirements incomplete or unclear	some requirements only in the head of the customer							
51	*Testability	product requirements easy to test, plans underway	parts of product hard to test, or minimal planning being done	most of product hard to test, or no test plans being made							
52	Design Difficulty	well defined interfaces; design well understood	unclear how to design, or aspects of design yet to be decided	interfaces not well defined or controlled; subject to change							
53	*Implementation Difficulty	algorithms and design are reasonable for this team to implement	algorithms and/or design have elements somewhat difficult for this team to implement	algorithms and/or design have components this team will find very difficult to implement							
54	System Dependencies	clearly defined dependencies of the software effort and other parts of system (hardware, process changes, documentation, ...)	some elements of the system are well understood and planned; others are not yet comprehended	no clear plan or schedule for how the whole system will come together							

QS #	Quality Standards	Low Risk Cues	Medium Risk Cues	High Risk Cues	Rating (check one) Low	Medium	High	N/A	Need Info	TBD	Risk Rank
	Product Standards										
	Development Process										
55	Alternatives Analysis	analysis of alternatives complete, all considered, assumptions verifiable	analysis of alternatives complete, some assumptions questionable or alternatives not fully considered	analysis not completed, not all alternatives considered, or assumptions faulty							
56	Commitment Process	changes to commitments in scope, content, schedule are reviewed and approved by all involved	changes to commitments are communicated to all involved	changes to commitments are made without review or involvement of the team							
57	Quality Assurance Approach	QA system established, followed, effective	procedures established, but not well followed or effective	no QA process or established procedures							
58	*Development Documentation	correct and available	some deficiencies, but available	nonexistent							
59	Use of Defined Engineering Process	development process in place, established, effective, followed by team	process established, but not followed or is ineffective	no formal process used							
60	Early Identification of Defects	peer reviews are incorporated throughout	peer reviews are used sporadically	team expects to find all defects with testing							
61	Defect Tracking	defect tracking defined, consistent, effective	defect tracking process defined, but inconsistently used	no process in place to track defects							
62	Change Control for Work Products	formal change control process in place, followed, effective	change control process in place, not followed or is ineffective	no change control process used							

QS #	Quality Standards	Low Risk Cues	Medium Risk Cues	High Risk Cues	Rating (check one) Low	Medium	High	N/A	Need Info	TBD	Risk Rank
				Product Standards							
				Development Process - Continued							
63	Lessons Learned	Lessons learned and improvements made at milestones or phases	Lessons learned conducted, improvements not incorporatated	No lessons learned conducted, improvements not incorporated							
				Development Environment							
64	Physical Facilities	little or no modification needed	some modifications needed; some existent	major modifications needed, or facilities nonexistent							
65	Hardware Platform	stable, no changes expected, capacity is sufficient	some changes under evolution, but controlled	platform under development along with software							
66	Tools Availability	in place, documented, validated	available, validated, some development needed (or minimal documentation)	unvalidated, proprietary or major development needed; no documentation							
67	Vendor Support	complete support at reasonable price and in needed time frame	adequate support at contracted price, reasonable response time	little or no support, high cost, and/or poor response time							
68	Contract Fit	contract with customer has good terms, communication with team is good	contract has some open issues which could interrupt team work efforts	contract has burdensome document requirements or causes extra work to comply							

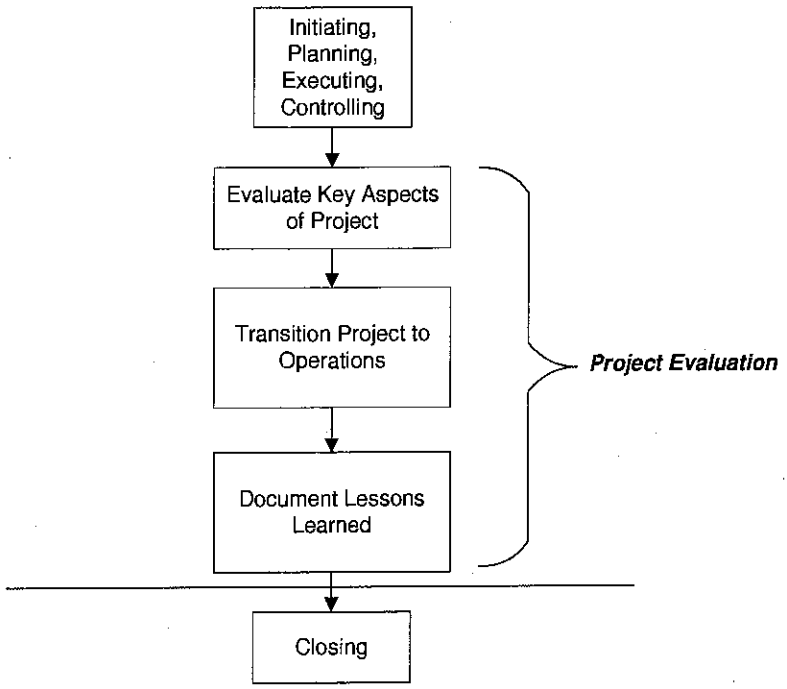
QS #	Quality Standards	Low Risk Cues	Medium Risk Cues	High Risk Cues	Rating (check one) Low	Medium	High	N/A	Need Info	TBD	Risk Rank
	Product Standards										
	Development Environment - Continued										
69	Disaster Recovery	all areas following security guidelines; data backed up; disaster recovery system in place; procedures followed	some security measures in place; backups done; disaster recovery considered, but procedures lacking or not followed	no security measures in place; backup lacking; disaster recovery not considered							
	Technology										
70	Technology Match to Project	technology planned for project is good match to customers and problem	some of the planned technology is not well-suited to the problem or customer	selected technology is a poor match to the problem or customer							
71	Technology Experience of Project Team	good level of experience with technology	some experience with the technology	no experience with the technology							
72	Availability of Technology Expertise	technology support and experts readily available	experts available elsewhere in organization	will need to acquire help from outside the organization							
73	Maturity of Technology	technology has been in use in the organization for quite some time	technology is well understood in the organization	technology is leading edge, if not "bleeding edge" in nature							

QS #	Quality Standards	Low Risk Cues	Medium Risk Cues	High Risk Cues	Rating (check one) Low	Medium	High	N/A	Need Info	TBD	Risk Rank
	Product Standards										
	Deployment										
74	Hardware Resources for Deliverables	mature, growth capacity in system, flexible	available, some growth capacity	no growth capacity, inflexible							
75	Response or other Performance Factors	readily fits boundaries needed; analysis has been done	operates occasionally at boundaries	operates continuously at boundary levels							
76	*Customer Service Impact	requires little change to customer service	requires minor changes to customer service	requires major changes to customer service approach or offerings							
77	Data Migration Required	little or no data to migrate	much data to migrate, but good descriptions available of structure and use	much data to migrate; several types of databases or no good descriptions of what is where							
78	Pilot Approach	pilot site (or team) available and interested in participating	pilot needs to be done with several sites (who are willing) or with one who needs much help	only available pilot sites are uncooperative or in crisis mode already							
79	External Hardware or Software Interfaces	little or no integration or interfaces needed	some integration or interfaces needed	extensive interfaces required							

QS #	Quality Standards	Low Risk Cues	Medium Risk Cues	High Risk Cues	Rating (check one)						Risk Rank
					Low	Medium	High	N/A	Need Info	TBD	
Product Standards											
Maintenance											
80	*Design Complexity	structurally maintainable (low complexity measured or projected)	certain aspects difficult to maintain (medium complexity)	extremely difficult to maintain (high complexity)							
81	*Support Personnel	in place, experienced, sufficient in number	missing some areas of expertise	significant discipline or expertise missing							
82	Vendor Support	complete support at reasonable price and in needed time frame	adequate support at contracted price, reasonable response time	little or no support, high cost, and/or poor response time							

Appendix B:
Project Evaluation Template
(at end of each project phase or at project closing)

Approval Date: Month Day, Year



Purpose of the Document

The purpose of the Project Evaluation is to evaluate the project (at end of each project phase or at project closing), evaluate transition of the project to operations, provide a basis for feedback to the project team and management, and to document the lessons learned to improve the process and future project potential.

Template Instructions

This template contains suggested boilerplate language and assumes that the project will make appropriate additions, deletions, and changes for their specific needs.

1 Insert information between left and right brackets - <> and then Delete Brackets
2 Information in italics is additional template instructions. Delete all italicized instructions
3 In file on the menu go to properties and in the summary folder enter the document title and author (person or group)
4 If the document is longer than 5 pages, you should insert an automatic table of contents

Degree of Attainment of Business Objectives

Document how the project performed against each objective established in the Product Description and Integrated Project Plan.

<Objective n>

Degree of attainment of objective

Success Factors

Nature and causes of variances

<Objective n>

Degree of attainment of objective

Success Factors

Nature and causes of variances

Degree of Attainment of Budget Objectives

State the Planned Cost and Funding for the project, as approved in the Integrated Project Plan. State the Actual Cost and Funding at end of project phase or at completion. Document and explain all cost and funding variances, including approved changes to the cost baseline.

Expenditures ($000)				
	Planned	**Actual**	**Variance**	**Explanation**
Internal Staff Labor				
Service				
Software Tools				
Hardware				
Materials and Supplies				
Facilities				
Telecommunications				
Training				
Contingency (Risk)				
Total				

Funding Source ($000)				
	Planned	**Actual**	**Variance**	**Explanation**
General Fund				
Non-General Fund				
Federal				

Other				
Total				

Degree of Adherence to Schedule

Compare the approved schedule baseline against the actual completion dates. Document and explain any schedule variances, including approved changes to the schedule baseline

Degree of Satisfaction of User Requirements

Document any changes to the Requirements and their impact on Performance, Cost, or Schedule Baselines.

Degree of Realization of Anticipated Benefits (Business Case Realization)

Document the primary benefits the agency projected would be realized/attained (benefits or ROI Targets). Document whether those benefits were obtained (or are expected to be obtained) by the project.

Degree of Productivity Experienced

Indicate the productivity level of the project and factors that caused increased performance, as well as, decreased performance.

Degree of Delivery – Product Project Deliverable

List the major Project Deliverables and the date each was accepted by the user. Identify any contingencies or conditions related to the acceptance.

	Deliverable	Date Accepted	Contingencies or Conditions
1.			
2.			
3.			

Transition to Operations and Maintenance

Describe the plan for operation and maintenance of the product, good, or service delivered by the project below. In addition, state the projected annual cost to operate and maintain the product, good, or service. If the operation and maintenance plan is not in place, what is the target date for the plan and what is the impact of not having operations and maintenance for the product, good, or services in place.

Operations and Maintenance Plan

Define what will be maintained, who will be responsible for maintaining, how changes will be made to the application, how regular upgrades to software, utilities, and hardware will be prioritized, what business unit is responsible and any other service agreements. You may want to define what are "functionality enhancements", "Operations enhancements", "Defect enhancements" and "Emergency Fixes" and how these requests will be prioritized in the future.

Operations and Maintenance Cost

Expenditures ($000)

	Yr1	Yr2	Yr3	Yr4	Yr5+	Explanation
Internal Staff Labor						
Services						
Software Tools						
Hardware						
Materials and Supplies						
Facilities						
Telecommunications						
Training						
Contingency (Risk)						
Total						

Funding Source ($000)						
	Yr1	Yr2	Yr3	Yr4	Yr5+	Explanation
General Fund						
Non-General Fund						
Federal						
Other						
Total						

Release of Project Resources

List the Resources used by the project. Identify to whom each resource was transferred and when it was transferred. Account for all project resources utilized by the project.

Resource (Describe or name the resource used)	Person or Organization Who Received Resource	Turnover Date
Project Team		
Customer Support		

Facilities		
Equipment		
Software Tools		
Other		

Transition of Project Documentation

Identify all project documentation materials stored in the project library or other repository. Identify the type of media used and the disposition of the project documentation (see Communications Plan).

Report(s) and Document(s)	Media Used	Storage Location	Disposition

Lessons Learned

Identify primary Lessons Learned. Lessons Learned should be stated in terms of Problems (or issues) and Corrective Actions taken. Site any references that provide additional detail. References may include project reports, plans, issue logs, change management documents, or Lesson-learned checklist.

	Statement of Lesson	References	Corrective Actions
1.			
2.			
3.			
4.			

Project (or Project Phase) Closeout Transition Checklist

Complete the Status and Comments column. In the Status column indicate: Yes, if the item has been addressed and completed; No, if item has not been addressed, or is incomplete; N/A, if the item is not applicable to this project. Provide comments or describe the plan to resolve the item in the last column.

	Item	Status	Comments/ Plan to Resolve
1	Have all the product or service deliverables been accepted by the customer?		
1.1	Are there contingencies or conditions related to the acceptance? If so, describe in the Comments.		
2	Has the project (or project phase) been evaluated against each objective established in the product description and Integrated Project Plan?		
3	Has the actual cost of the project (or project phase) been tallied and compared to the approved budget?		
3.1	Have all approved changes to the cost baseline been identified and their impact on the project documented?		
4	Have the actual milestone completion dates been compared to the approved schedule?		
4.1	Have all approved changes to the schedule baseline been identified and their impact on the project documented?		
5	Have all approved changes to the project requirement been identified and their impact on the performance, cost, and schedule baselines documented?		
6	Has operations management formally accepted responsibility for operating and maintaining the product(s) or service(s) delivered by the project?		
6.1	Has the documentation relating to operation and maintenance of the product(s) or service(s) been delivered to, and accepted by, operations management?		
6.2	Has training and knowledge transfer of the operations organization been completed?		
6.3	Has the projected annual cost to operate and maintain the product(s) or service(s) been approved and funded? If not, note and explain who is responsible to resolve.		

7	Have the resources used by the project been reassigned to other units or projects?		
8	Has the project documentation been archived or otherwise disposed as described in the project communication plan?		
9	Have the lessons learned been filed with the Project Management Office?		

Approvals

Position/Title	Signature/Printed Name/Title	Date
Project Manager		
Project Sponsor		
Agency IT Maintenance /Operations Manager		
Program/Agency Management		

Appendix C: QA Status and Improvement Report Template

Note: Attach completed DAS EISPD Project Assessment Report and Project Budget & Schedule Variance Report to this QA Status and Improvement Report. Format of these two DAS EISPD reports may not be altered by the Project, and the latest approved version of these reports must be used. However, the format of this QA Status and Improvement Report may be customized to the needs of the Project, subject to the review and approval process specified in the QA Contract Statement of Work.

Period: Month/Year

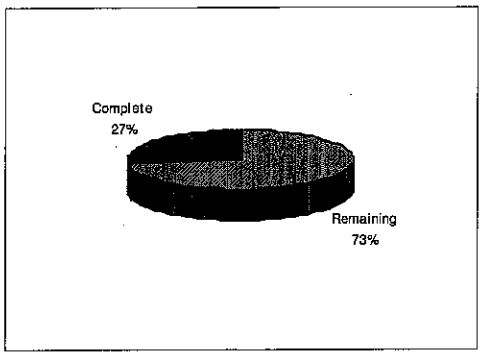
	Low	Medium	High
Risk of Project Failure			

Summary

This section should provide a paragraph summary of the entire report. It should contain information such as; A brief description the primary achievement in the last period. A brief description of the highest ranked primary (if any) quality risks covered in the detail of the report. A brief description of the impact or consequence of the risk if left unresolved. This section should not be more than a 1/3 of this page.

The following section should start with a summary of the Current Progress followed by major milestones.

Current Progress

Progress Point – Make specific progress point regarding schedule, and budget i.e., The project is on schedule	 Include a diagram as above that indicates % complete, % remaining. Following diagram provide more detail relating to any progress points made. At this time, resource usage, task completion and work remaining indicate the project is on schedule and can be completed on time and within planned budget.
Additional Progress point	Detail of Point.
Additional Progress point	Detail of Point.

Major Milestones – From <date to date>

Abbreviated Major Milestone Title	*Status or Milestone.*
Abbreviated Major Milestone Title	*Status or Milestone.*
Abbreviated Major Milestone Title	*Status or Milestone.*

Current Quality Risks – by Category

The following sections should be summary results of the risks from the Quality Control Audits, using the Quality Standard checklist's quality categories.

- *Categories where no risks were identified should simply be indicated in one line, for example, Decision Drivers – no risks currently identified or not evaluated at this time.*
- *Categories which contained a significant risk should briefly describe the risk, describe the factors used to determine the risk, describe the potential impact, indicate the risk severity rating, and provide a recommended resolution strategy.*

Business Mission and Goals

		Low	Moderate	High
High Risk Cue, i.e. Does not support or relate to customer organization mission or goals	Risk			
	Risk: <Quality Standard Title>, i.e., Project Fit to Customer Organization. *Brief description of actual risk to project and current condition.*			
Primary point	**Determining Factors:** *Briefly describe what was assessed and what indicated the risk condition, refer to expert opinion, industry standard, statistics, internal opinion, or analysis, i.e. specific schedule analysis method.*			
Primary point	**Potential Impacts:** *Briefly describe the likely risk consequence and probability of occurring.*			

Actual Rating	**Severity Rating:** *Indicate reason for rating and direction rating is going (if possible), i.e. moderate moving towards severe, or moderate moving towards low.*
Primary Point	**Resolution Strategy:** *Describe the mitigation, contingency, or actions recommended to resolve or prevent the quality risk. Recommend person responsible to resolve and suggested time frame in which resolve.*

Repeat the above section for the following categories from the Quality Standards Control Checklist below.

1 Decision Drivers
2 Project Management
3 Project Parameters
4 Project Team
5 Organization Management
6 Customer/User
7 Product Content
8 Development Process
9 Development Environment
10 Technology
11 Deployment
12 Maintenance

Risks Resolved - Since Last Period

Previous Risk and Risk Rank	**Risk Status:** *Brief description of status of actions taken on risk and results.*
Previous Risk and Risk Rank	**Risk Status:** *Brief description of status of actions taken on risk and results.*

List of Attachments

1. DAS EISPD Project Assessment Report
2. DAS EISPD Project Budget & ScheduleVariance Report
3. etc.
4. etc.

Appendix D: QA Status and Improvement "Sample" Report

The intent of the template example is to assist Contractor in creating a new document based on the standard template given in the previous appendix. All project data provided are fictitious and is for reference purposes only.

Note: Attach completed DAS EISPD Project Assessment Report and Project Budget & Schedule Variance Report to this QA Status and Improvement Report. Format of these two DAS EISPD reports may not be altered by the Project, and the latest approved version of these reports must be used. However, the format of this QA Status and Improvement Report may be customized to the needs of the Project, subject to the review and approval process specified in the QA Contract Statement of Work.

XYZ Project QA Status & Improvement Report

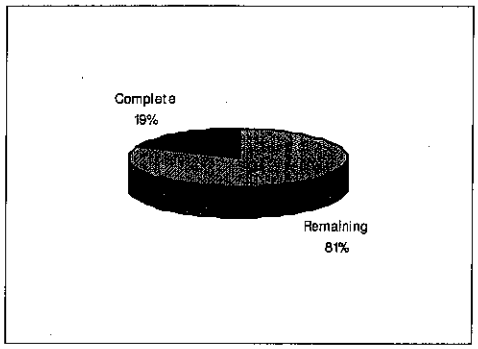
Period: January 2002

	Low	Medium	High
Risk of Project Failure			

Summary

The development team concluded Joint Application Development (JAD) sessions during the reporting period and delivered the draft requirement documents. Users have reviewed the requirements and provided feedback to the development team. In order to allow adequate time for revision and final review of the requirements the project team has agreed to extend the revision/review period. At this time it is believed this will not effect the final project dates. Risk identified last period associated with an informal communications structure has been mitigated. A risk associated with expectations for deliverable purpose and content was identified and resolved this period.

Current Progress

The project is on schedule	 At this time, resource usage, task completion and work remaining indicate the project is on schedule and can be completed on time and within planned budget.
Requirements review and revision time frame extended.	The review and revision deadline for the requirement documents has been extended to assure that there is time to adequately review and revise these documents. The project team believe delay's created by extending the review/revisions cycle for the requirements document will not affect final project dates. We believe this extension will result in a higher quality deliverable that will benefit dall parties.
Draft requirements produced and reviewed	The development team has completed and delivered the draft requirement documents (RAD's). The project has reviewed these documents and provided feedback to the development team. The development team is in the process of making changes to the

	requirements documents. Final requirement documentation should be complete in February.

Major Milestones

Draft Requirements Document Delivered	The draft requirement documents (RAD) have been delivered by the project.
Requirements Document Reviewed by Project	The project has completed it's review of the requirement documents and provided feedback to the development team.

Current Quality Risks – by Category

Risk discussed last period associated with an informal communications structure has been mitigated. One new risk associated with the expectations surrounding deliverables was identified and resolved this period.

1. Business Mission and Goals

	Low Moderate High Risk
Multiple demands on state resources *Potential project delays* *Implement a standardized staffing matrix and regular communication and coordination across all projects* *Unknown at this time, but should be closely monitored*	**Risk**: As the Department is faced with multiple projects in 2001 - 2002, including TRACE construction, HIPAA mandates, MMIS replacement, and the department wide re-organization, there are potentially conflicting demands on department staff and management resources. Since these multiple projects are long-term in nature, this is likely an on-going risk for the duration of the project. **Potential Impacts**: If department staff and management availability is less than needed to meet the vendor's 52-week schedule, there may be project delays. **Mitigating Strategy**: Project Managers from each major project have adopted a standardized staffing matrix to assess risk and manage resources. The matrix can serve as a tool for the affected managers to meet regularly and coordinate the use of resources as efficiently as possible. The Project Managers should also use the matrix and the scheduled meetings to plan and manage their own availability. These meetings will be held monthly during the project's duration. However, as the state's involvement intensifies, the project managers may need to meet more often to ensure regular communication and coordination. **Severity Rating:** Until specific conflicts in state resources are identified, it is difficult to assign a severity rating. However, this risk should be closely monitored, as it is potentially long-term in nature and could adversely impact the schedule.
No Current Risks	No risk identified for this period.

2. Decision Drivers

No Current Risks	No risk identified for this period.

3. Decision Drivers

No Current Risks	No risk identified for this period.

4. Project Management

No Current Risks	No risk identified for this period.

5. Project Parameters

	Low Moderate High Risk
52-week schedule appears to be aggressive	**Risk**: The project plan identifies a 52-week project cycle, which appears to be aggressive for a project of this size.
Quality of final product may suffer	**Potential Impacts**: Adequate time for all project activities, including state reviews, requirements definition and testing, are essential to ensuring the final product meets the state's business and user needs. By compressing the schedule, the quality of the final product may suffer.
Closely monitor project status and progress	**Mitigating Strategy**: Given the aggressive schedule, it is imperative that the project is monitored closely to ensure all major milestones, deliverables, and activities meet the state's requirements while adhering to the schedule. Any slippage in schedule or perceived quality of work will be evaluated and reported, including anticipated impacts.
Potentially high - a realistic schedule is essential	**Severity Rating:** Potentially high. A realistic schedule is critical to the overall success of the project.

6. Project Team

No Current Risks	No risk identified for this period.

7. Organization Management

No Current Risks	No risk identified for this period.

8. Customer/User

No Current Risks	No risk identified for this period.

9. Product Content

	Low Moderate High Risk
Miscommunication about expectations of deliverable purpose and content.	**Risk**: With the release of the first project draft deliverable there was miscommunication about the purpose and content of the documents. Without some mitigation it is likely this miscommunication will repeat with each deliverable resulting in the impacts noted below.
Potential impacts are project delay, deterioration of relationships and diminished quality of	**Potential Impacts**: There are three significant *potential* impacts of this risk. The first potential impact is the delayed acceptance of deliverables and subsequent schedule slippage. The second potential impact is the deterioration of the relationship on the project as some believes the other failed to meet expectations regarding deliverables. The last potential impact is reduced quality of the final product (TRACE Data Warehouse) resulting from submission and acceptance of deliverables that do not

final product.	adequately communicate user needs and proposed solutions to project.
Agree to deliverable content before submission of draft deliverables	**Mitigating Strategy**: The project and the state should agree on deliverable format and content before construction of the actual deliverable begins. This generally takes the form of a detailed or annotated deliverable outline created by the development team and reviewed and approved by the project as a whole. The project has already agreed to such a plan.
This risk is severe and the potential impact is great but the Project Team have mitigated this risk.	**Severity Rating:** If left unmitigated this risk is severe. Its potential impact is great. Recognizing this project has already developed an acceptable mitigation strategy. As long as the strategy is implemented we consider this risk closed. Further we commend both the project for recognizing this risk early and addressing it so quickly.

10. Deployment

No Current Risks	No risk identified for this period.

11. Development Process

No Current Risks	No risk identified for this period.

12. Development Environment

No Current Risks	No risk identified for this period.

13. Technology

No Current Risks	No risk identified for this period.

14. Maintenance

No Current Risks	No risk identified for this period.

List of Attachments

- DAS EISPD Project Assessment Report
- ***DAS EISPD Project Budget & ScheduleVariance Report*** Potential Risks

Risk	Potential Impact	Recommended Strategy
Limited on-site development	Resulting system does not address unique requirements of Oregon	• Ensure users participating in JAD session have clear understanding of and clearly communicate requirements to the project. • Review and approve requirements document against user's stated requirements • Require incremental prototypes of the system for review and approval by state

		• Perform rigorous user acceptance testing • Ensure SOW addresses each milestone/deliverable with adequate review time for the state • Require regular progress reports against milestones and hold the development team accountable • Perform on-site visits in Atlanta
Multiple commitments on behalf of the development team' Project Manager	Project drifts without full-time PM	• Monitor the project for a 100% commitment by the development team' Project Manager

Appendix E-1: Project Assessment Report

PROJECT ASSESSMENT REPORT (Version 2.0):
Overview of Structured Interview Process & Interim Report Process

Approximately once per quarter, DAS EISPD* plans to conduct structured interviews with major IT projects under the oversight of the IT Investment & Planning Section of DAS EISPD. In between Structured Interviews, EISPD will also request an interim report by agencies and/or their independent QA contractors to support the JLCIMT's request for interim reporting between JLCIMT hearings.

To ensure a consistent approach and terminology used, the attached spreadsheet will be used as an aid in the Structured Interview and Interim Report processes. Before participating in the Interview or completing the spreadsheet for Interim Report, please familiarize yourself with the definition of Rating Scales first.

Note that Items (1a) through (1e) will be discussed from two perspectives: "rear view" and "forward view".
Rear view refers to project status to date. "Forward view" refers to expectations in the future.
Items (2a) through (2d) and Items (3a) through (3b) will be discussed in the context of the "forward view" only.

Please direct questions to Sean McSpaden, 503 378 5257, sean.l.mcspaden@state.or.us; or Ying Ki Kwong, 503 378 5317, ying.k.kwong@state.or.us

* EISPD is Enterprise Information Strategy & Planning Division, formerly the office of the State CIO in DAS IRMD.

Revision History
Revsion 1.0: Metrics (1a) thru (1e); (2a) thru (2d); and (3a) thru (3b) defined. Approved for use by McSpaden on 12/15/2005.
Revsion 1.2: Inclusion of "rear view" vs. "forward view" for metrics (1a) thru (1e). Approved for use by McSpaden on 2/15/2006.
Revsion 2.0: Changes to metrics (1a) & (1b) to harmonize with Project Varience Report Ver 1.0. Renamed and approved for use by McSpaden on 10/5/2006.

Project Assessment Report
Version 2.0

Project Name:		
Agency Name:		
Person completing this form and affiliation:		
Date of completing this form:		
Technology Description		
Platforms:		
% custom:		
Funding Description		

		Rating	Rating	Explanation	Rating Scale^
1	**Overall Project Health**	(rear view)	(fwd view)		Red, yellow, green*
1a	Total Cost (Budget)				Red, yellow, green*
1b	Schedule				Red, yellow, green*
1c	Scope				Red, yellow, green*
1d	Resource				Red, yellow, green*
1e	Deliverables (Work Products) Quality				Red, yellow, green*
2	**Overall Delivery Risk**				high, medium, low*
2a	Technology	N/A			high, medium, low*
2b	Financial & Business Case	N/A			high, medium, low*
2c	Business Transition	N/A			high, medium, low*
2d	Funding	N/A			high, medium, low*
3	**O&M Risk**				
3a	Long-Term Supportability	N/A			high, medium, low*
3b	Long-Term Maintainability	N/A			high, medium, low*

Notes:
^ See attached description of scale.
* Explanation not required when "green" or "low".

1a Total Cost (Budget)
Green = actual is (is expected to be) at or under approved budget baseline, as reported on Project Varience Report.
Yellow = actual is (is expected to be) within 0 to 15% above approved budget baseline, as reported on Project Varience Report.
Red = actual is (is expected to be) more than 15% above approved budget baseline, as reported on Project Varience Report.

1b Schedule
Green = project completion is (is expected to be) at or before approved schedule baseline, as reported on Project Varience Report.
Yellow = project completion is (is expected to be) delayed with project duration 0 to 15% above approved schedule baseline, as reported on Project Varience Report.
Red = project completion is (is expected to be) delayed with project duration more than 15% above approved schedule baseline, as reported on Project Varience Report.

1c Scope
Green = all deliverables fulfill (are expected to fulfill) stated requirements.
Yellow = at least one deliverables does not fulfill (is not expected to fulfill) stated requirements.
Red = more than one deliverables do not fulfill (are not expected to fulfill) stated requirements.

1d Resource
Green = All resources needed by internal and contractor staff are (are expected to be) available.
Yellow = Almost all resources needed by internal and contractor staff are (are expected to be) available.
Red = Almost all resources needed by internal and contractor staff are (are expected to be) unavailable.

1e Deliverables (Work Products) Quality *(Work Products include all planning and design artifacts.)*
Green = All deliverables are (are expected to be) "fit to use".
Yellow = at least one deliverables is (is expected to be) not "fit to use".
Red = more than one deliverable is not (is not expected to be)"fit to use".

2a Technology
Low = all technology employed (including development and testing tools) are stable.
Medium = almost all technology employed (including development and testing tools) are stable.
High = Almost all technology employed (including development and testing tools) are unstable.

2b Financial & Business Case
Low = there is no reason to think that the original business case & ROI targets (if exist) cannot be achieved.
Medium = there is some reason to think that the original business case & ROI targets (if exist) cannot be achieved.
High = there are many reasons to think that the original business case & ROI targets (if exist) cannot be achieved.

2c Business Transition
Low = Business transition and disruption are well planned with few surprises to business operations expected.
Medium = Business transition and disruption are planned, but surprises to business operations are expected.
High = Business transition and disruption are not planned with surprises to business operations expected.

2d Funding
Low = All future tasking requires resources that are expected to be available.
Medium = Almost all future tasking requires resources that are expected to be available.
High = Almost all future tasking requires resources that are expected to be unavailable.

3a Supportability *(work required to ensure proper operation of specified system functions)*
Low = All aspects of the IT investment are supportable in the long-run.
Medium = Most aspects of the IT investment are supportable in the long-run.
High = Many aspects of the IT investment are not supportable in the long-run.

3b Maintainability *(work required to enhance specified system functions)*
Low = All aspects of the IT investment are maintainable in the long-run.
Medium = Most aspects of the IT investment are maintainable in the long-run.
High = Many aspects of the IT investment are not maintainable in the long-run.

		Budget Variance									
		Current Budget Variance				Projected Budget Variance at Completion					
Project	Report as of Date	Actual Expenditures	Planned Expenditures	Variance Amount	Variance Percentage	Date Baseline Occurred	Baseline Budget	Estimate At Complete	Variance Amount	Variance Percentage	Comments
Project A				$ -	#DIV/0!				$ -	#DIV/0!	
Project B				$ -	#DIV/0!				$ -	#DIV/0!	
Project C				$ -	#DIV/0!				$ -	#DIV/0!	
Project D				$ -	#DIV/0!				$ -	#DIV/0!	

Budget Variance Key
At or under Original or Re-baselined Cost Estimate
Within 0-15% of Original or Re-baselined Cost Estimate
More than 15% of Original or Re-baselined Cost Estimate

		Schedule Variance									
		Current Schedule Variance				Projected Schedule Variance at Completion					
Project	Project Start Date	Actual Date	Earned Date	Variance Amount (Days)	Variance Percentage	Date Baseline Occurred	Baseline End Date	Projected End Date	Variance Amount (Days)	Variance Percentage	Comments
Project A				0	#DIV/0!				0	#DIV/0!	
Project B				0	#DIV/0!				0	#DIV/0!	
Project C				0	#DIV/0!				0	#DIV/0!	
Project D				0	#DIV/0!				0	#DIV/0!	

Schedule Variance Key
At or under Original or rebaselined schedule
0-15% of Original or rebaselined schedule
More than 15% of Actual or Baseline Date