

SIGNATURE DOCUMENT FOR

DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. 53700-05-0000143404

I. Purpose

The Department of State Health Services ("System Agency"), an administrative agency within the executive department of the State of Texas and having its principal office at 1100 West 49th Street, Austin, Texas 78756, and The Queenstone Group, LLC, ("Contractor", "Queenstone", or "TQG"), having its principal office at 1563 Solano Avenue, No. 507, Berkeley, CA 94707, each a "Party" and collectively "the Parties" enter into the following contract for software development and maintenance services (the "Contract").

II. Legal Authority

This Contract is authorized by and in compliance with the provisions of Chapter 531 of the Texas Government Code and Chapter 1001 of the Texas Health and Safety Code.

III. Duration

The Contract is effective on the signature date of the latter Party and terminates on **August 31, 2017**, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to the Parties.

IV. Budget

The total amount of this Contract will not exceed **TWO MILLION DOLLARS (\$2,000,000.00)**. All expenditures under the Contract will be in accordance with **ATTACHMENT A, ARIES STATEMENT OF WORK**.

Contract Execution to 08/31/2017:

Dept ID: H31000
Project ID: 6Y594HIVCR
Program Code: R07
PCA: 71085
Amount: Up to \$1.5M

Contract Execution to 08/31/2017:

Dept ID: H31000
Project ID: 7Y594HIVCR
Program Code: R07
PCA: 71085
Amount: Up to \$500K

V. Contract Representatives.

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency: **ARIES Program**
 Name: DSHS – Mail Code 1873
 Address: 4110 Guadalupe, ASH - Bldg 636
 City / State / Zip: Austin, TX 78751
 Contact Person: Alicia Denney, Data App Team Lead, HIV Care Services Group
 Telephone: (512) 533-3047
 Fax number: (512) 533-3172
 E-Mail Address: Alicia.Denney@dshs.texas.gov
 Agency Number: 537

System Agency: **ARIES IT AppDev**
 Name: DSHS – Mail Code 1957
 Address: 1100 West 49th Street, Tower Bldg (DHT)
 City / State / Zip: Austin, TX 78714-9347
 Contact Person: Paul Bell, IT AppDev, Group Mgr, DCPS IT Support Branch
 Telephone: (512) 776-3669
 Fax number: (512) 776-7390
 E-Mail Address: Paul.Bell@dshs.texas.gov
 Agency Number: 537

Contractor **Queenstone Principal**
 Name: The Queenstone Group, LLC
 Address: 1563 Solano Avenue, No. 507
 City / State / Zip: Berkeley, CA 94707
 Contact Person: Michael Ciralo, RN MS
 Telephone: (510) 528-9495
 E-Mail Address: mciralo@queenstonegroup.com

VI. Legal Notices

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
 Name: Health and Health Services Commission / OGC
 Address: 1100 West 49th Street – Mailstop 1100
 City / State / Zip: Austin, Texas 78714-9347
 Attention: Joe James, Enterprise Legal Contracting/OGC

Contractor
 Name: The Queenstone Group, LLC
 Address: 1563 Solano Avenue, No. 507
 City / State / Zip: Berkeley, CA 94707
 Attention: Michael Ciralo, RN MS

Legal notice given by Contractor shall be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

SIGNATURE PAGE FOLLOWS

Contract No. 53700-05-0000143404

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT No. 53700-05-0000143404

SYSTEM AGENCY

NAME:

Charles Smith
Charles Smith

TITLE:

Executive Commissioner

DATE OF

EXECUTION:

6-16-2016

CONTRACTOR

NAME:

Michael Ciraco

TITLE:

Principal

DATE OF

EXECUTION:

6-2-16

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT No. 53700-05-0000143404
ARE HEREBY ATTACHED AND INCORPORATED BY REFERENCE:**

- ATCH A: ARIES STATEMENT OF WORK**
- ATCH B: SUPPLEMENTAL AND SPECIAL CONDITIONS**
- ATCH C: GENERAL AFFIRMATIONS**
- ATCH D: FEDERAL ASSURANCES AND CERTIFICATIONS**
 - ATCH D-1: SF424B-V1.1 ASSURANCES**
 - ATCH D-2: CERTIFICATIONS REGARDING LOBBYING**

ATTACHMENTS FOLLOW

ATTACHMENT A

STATEMENT OF WORK

I. CONTRACTOR RESPONSIBILITIES

The Contractor (“Queenstone” or “TQG”) will provide software maintenance and support of the existing ARIES system. Queenstone will accomplish this by managing tasks in cooperation with DSHS to ensure that planned work efforts are utilized effectively throughout this engagement.

A. Definitions

Certain terms, acronyms, and initialisms used in this Agreement are defined in Appendix A, Subsections A and B. Other terms used in this agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms, and phrases in this Agreement that are utilized in the IT services industry or other pertinent business context will be interpreted in accordance with their generally understood meaning in such industry or business context.

B. Scope of Work

1. Application Functionality

Queenstone will:

- a) Provide assistance and support with the installation of previously coded software release versions R22 and R23 in accordance with Section I. Deliverables below, #5-8.
- b) Set-up, implement, manage and support the ARIES development environment at TQG's facility for code development and full, rigorous testing addressing hosting, networking, server configuration, patching, and monitoring. TQG will have discretion over selection of methods and means within the parameters of the overall project.
- c) Assess and make recommendations to DSHS as needed, and modify ARIES to meet DSHS requirements in accordance with Section I. Deliverables, which include current values of the variables (Appendix B), as well as additional variables as described below:
 - (1) Consult with ARIES Program employees and contractors to assess and recommend the best data transformation for clarification of 2014 Ryan White HIV/AIDS Program Services Report (“RSR”) requirements as needed, of the data elements in the application and database, to ensure calculations and values align with the HRSA and DSHS-specific business rules;
 - (2) Update ARIES to include all new variables for reporting Client Level Data to HRSA, which will entail adding new field(s) or adjusting the business rules on data transformation. DSHS understands that ARIES has tables and multiple fields pre-populated with RSR values to aid in the optimization of running the RSR and greatly reduces the time needed to complete the Report. Clarification, review, and collaboration on 2014 RSR requirements will need to be made as to the exact nature of each table and each variable and how many (if any) will be affected once the contract is signed;
 - (3) Provide mapping of database schema to report schema to prevent unusable data appearing in the report;
 - (4) Modify ARIES/reports/ComplianceReports.aspx to include a new report similarly named ARIES/Agency/RsrExport.aspx that will be labeled: Exports the Ryan White HIV/AIDS Services to an XML file (for 2014 and later). TQG will be asked to review and recommend alternate solutions that may/may not include existing 2009-2013 reports.

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- (5) Maintain existing functionality for reporting aggregates for DSHS as Grantee and other Grantees such as AA's (Administrative Agencies/Fiscal Intermediaries).
 - (6) Utilize the variables and business Rules for coding the 2014 RSR Report + Export + Validation. If TQG believes using a segment listed in Appendix B would result in a discrepancy, then TQG will contact DSHS Product Manager or designate for clarification and discussion on how the code was developed.
 - (7) Test new Variables and Business Rules as described in Appendix B.
 - (8) Maintain ARIES' current file structure related to permissions, client sharing, and all current built-in reports to the extent feasible. Any change to the structure of ARIES will be discussed between TQG and DSHS, and sufficiently scoped and planned according to agreed-upon specifications.
- d) The ARIES' relational database (db) structure will change over time, based upon DSHS requirements. TQG will maintain this database so that the ARIES Program can accomplish monthly data extract processes in order to meet Federal Reporting requirements, and to produce other important required health care metrics. TQG will communicate to the ARIES Program via the normal course of business (release notes, verbal communication, etc.) when the database structure needs to be changed in the ARIES product:
- (1) The current relational database that keeps client and service level HIV care information for RW clients (ARIES) consists of several data tables (currently in SQL Server 2008). A query that makes a monthly copy of selected tables is run by a DSHS-IT employee who has access to the server that hosts the database. The query produces some ACCESS databases which are zipped (size constraints), then copied to an encrypted flash drive. After IT delivers the flash drive to HIV/STD Care Services, the data team converts ACCESS tables into SAS datasets.
 - (2) This process should continue in an uninterrupted manner until further notice. The data team analysts also require basic supporting documents, such as a schematic representation of the data base that identifies the key fields, indices and all additional fields in each table. It is critical for the analysts to know whether tables are client level or service level, and whether the tables maintain all information (for example every address reported on a client) or just most recent information (current address). The existing data dictionary that describes the meaning and purpose of the fields, and allowable values and their formats, is also required.
 - (3) Additionally, if a change is made to any field in a database when new releases of software are put in place, the HIV/STD Care Services Team Lead needs to be informed of these changes, since critical existing code could be affected. Examples include but are not limited to:
 - (a) eliminating unknown/other as a valid response option;
 - (b) creating additional race/ethnicity options;
 - (c) moving a field from one table to another;
 - (d) leaving a field in a table but no longer permitting new data entry;
 - (e) changing the format of a field from character to date (or numeric to character);
 - (f) changing the nature of a table (all addresses to just most recent); and

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- (g) changing an underlying calculation that produces a field (e.g. family-poverty level calculations).

Note: As the user manual for the ARIES Administrative Module is out of date, DSHS Program staff is unsure if the current abilities provided by the ARIES Admin Export are current and robust enough to replace the existing process. There might be additional tables that need to be added to the export. This export function is not in the user manual or the online help. DSHS would like to ensure that all enhancement updates do not break the current export and that the ER diagrams that are available are also updated to incorporate all changes and will discuss and collaborate with TQG. DSHS understands that installing R22 and R23 might affect this process and would like TQG to assess and recommend needed changes to DSHS SQL Server Integration Services (SSIS) package.

2. Testing Requirements

Queenstone will:

- a) Perform outgoing Quality Assurance testing of new software releases before delivering these software releases to DSHS.
- b) DSHS will utilize the coding standards referenced in Section §I, B, 1 above in UAT on ARIES TEST. There will be individual clients that meet each coding rule as listed above in Section §I, B, 1. The 2014 RSR Report, Validation, and Export will need to meet these conditions as well as 6 - 7 other created reports to validate/accept against those numbers (including ReportExport, ad-hoc reports, STAR, HAB, HOPWA, WICY, etc.) DSHS requires TQG to validate RSR results against other reports as part of validation/acceptance. DSHS will provide these reports at the outset of the requirements-gathering process for any requested enhancements, to ensure appropriate validation,
- c) Provide the following artifacts of their outgoing testing to DSHS, along with the software release:
 - (1) descriptions of newly documented bugs or defects for TX-A and any other new release, along with details of estimated impact, and
 - (2) work-arounds (if any) as part of electronic release/patch notes.
- d) Assist with DSHS' User Acceptance Testing of new software releases as follows:
 - (1) TQG will need to use de-identified data provided by DSHS. The DSHS ARIES Data Team SAS programmers will begin providing TQG de-identified data for ARIES testing, beginning with the signing of this document (schedule for data set production to be discussed and decided). DSHS would also like to discuss, assess, and collaborate on best practices for data security in testing ARIES between TQG and DSHS.
 - (2) This is expected to require no assistance from TQG other than resolution of defects. There may be other unanticipated / extenuating issues that arise; these will need to be handled on a case-by-case basis, and this provision is covered in the SOW¹.

3. Information Security Requirements

The DSHS agency is in possession of confidential information and material that requires protection under applicable laws and regulations, as well as policies and procedures, of the State of Texas and the United States. TQG represents and agrees to create functionality

¹ From the DSHS Answers to the Vendor Questions 2/5/2015 Q&A 7

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for ARIES to these standards.

- a) Any event that may be considered a security incident needs to be reported by Queenstone immediately to the DSHS Information Security Office (ISO) and the designated TB/HIV/STD Unit Security Officer, no more than 2 hours after it has been identified.
- b) In order to perform the required services, TQG will have access to de-identified data. In the interest of protecting confidential information of DSHS clients and easing the security requirements on TQG, the Project must proceed without TQG being given direct access to the DSHS network:
 - (1) At a minimum, a Non-Disclosure Agreement will be required for this work to occur. DSHS expects that TQG will not have access to the DSHS network and will transfer files via a DSHS FTP site.
 - (2) DSHS IT personnel will install the ARIES Release upgrades. It may be necessary to set up a “Go to Meeting” to leverage the technical team and TQG expertise for installation assistance².
 - (3) A DSHS Security Scan will be executed on the updated ARIES application before being promoted to production.
 - (a) DSHS uses standard infrastructure tools that scan hardware and software, as well as scans for application vulnerabilities:
 - (i) Any HIGH (critical) vulnerabilities that are identified as a result of a TQG release must be remediated by TQG prior to placing into production.
 - (ii) DSHS will share the results with TQG³;
 - (iii) Should DSHS identify any high-level vulnerability prior to acceptance of the system, TQG will resolve these vulnerabilities on a time and materials basis.
 - (b) As with most dynamic technical environments, DSHS cannot guarantee what scan tools will be in used going forward:
 - (i) These toolsets may change as new tools are acquired or DSHS receives new direction from its governing bodies;
 - (ii) DSHS is providing this information to TQG and does not expect TQG to constantly purchase and update their systems to match 100% the DSHS scanning tools;
 - (iii) DSHS advocates for TQG to utilize the same application scanning toolsets as DSHS to prevent vulnerabilities from affecting any ARIES Release and contract timeliness from eliminating the need for remediation.
 - (c) Per the DSHS Information Security Office (ISO), currently the following industry best-practice tool sets are being utilized within the DSHS environment:

² From the DSHS Answers to the Vendor Questions 2/5/2015 Q&A 8

³ From the DSHS Answers to the Vendor Questions 2/5/2015 Q&A 9

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- (i) For Operating System (OS)/Infrastructure scanning, currently the most utilized is Critical Watch;
 - (ii) For application scanning, currently the most utilized by DSHS IT are IBM Security AppScan Standard and HP WebInspect tool sets.
- c) TQG acknowledges that technology devices that contain DSHS data must meet Information Security Standards that DSHS is accountable to that are derived from applicable state and federal laws, Executive Orders, and Texas Governmental and Administrative Codes, as well as HHS Enterprise and DSHS Agency directives, policies, standards, instructions, regulations, procedures, or organizational mission/business case needs to ensure the confidentiality, integrity, and availability of the information being processed, stored, or transmitted – inclusive of: securing confidential, sensitive, PII or PHI data at rest while residing within a data center environment or in transit;
- d) In the unlikely event that TQG Personnel require access to the ARIES Production Environment and confidential data, TQG will perform all work in accordance with the Information Security Standards that DSHS is accountable. The ARIES Program acknowledges that such an event would be mitigated based on specifications provided by the ARIES Program and a mutually agreed-upon resolution, billable on a time and materials basis by Queenstone.

4. ARIES Project Management Requirements

DSHS will initiate this engagement by providing Project Management and Technical Management, with collaborative input from Queenstone.

- a) The objective of this is to establish a framework for project planning, communications, reporting, and contractual activity to address any issues quickly and professionally.
- b) There will be collaboration between DSHS Product Manager or designate and DSHS Application Development Manager in coordination with TQG to deliver contracted requirements (deliverables).

C. Roles and Responsibilities

1. Contractor Responsibilities

Queenstone will be responsible for the following:

- a) performs, or causes to be performed, all tasks necessary to complete the deliverables;
- b) provides experienced technical staff;
- c) provides corrected software defects, corrected data import errors, and ongoing and/or recurring software upgrades;
- d) obtains input from DSHS program staff via the DSHS Product Manager or designate to ensure the Project satisfies DSHS operational needs;
- e) collaborates with the DSHS Product Manager or designate, to: further solidify requirements and specifications; conduct internal acceptance testing; conduct user

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acceptance testing with selected field providers; and strictly adhere to agreed-upon functionality, deadlines for delivery and bug fixes, and fee structure. DSHS will conduct the acceptance process transparently and, whenever possible, in collaboration with Queenstone⁴;

- f) works collaboratively with DSHS Product Manager or designate and staff to validate Functional Use Cases provided by DSHS. These Functional Use Cases will be for all agreed-upon deliverables & will be provided to TQG at agreed-upon deliverables, synchronizing testing configuration with DSHS through the DSHS Product Manager or designate; test plans will be collaborative between DSHS and TQG, escalating issues to DSHS Product Manager or designate as appropriate;
- g) prepares for meetings and proactive communication with DSHS ARIES Team about relevant issues and topics relating to the deliverables and business relationship;
- h) participates as necessary in ARIES teleconferences, to discuss and contribute in related maintenance and support activities that may include: building of agendas, facilitating discussion, decision-making where applicable, providing written documentation of decisions and assignments as well as a summary of major issues discussed, iterations, new feature discussions/clarifications, bug tracking, timeline issues, recommendations for improvements to hardware and software infrastructure;
- i) provides mutually agreed-upon responsiveness to DSHS in cases of application outages and malfunctions; subject to hourly fees agreed upon by TQG and DSHS, with a maximum 2 business -day response;
- j) provides effective scope management and works within the DSHS Change Control process;
- k) provides effective risk management and adherence to Project Plans.

2. **DSHS Responsibilities**

- a) DSHS Product Manager or Designate Responsibilities:
 - (1) holds responsibility of being both the internal DSHS Project and Account Manager for the relationship with TQG and the ARIES application development;
 - (2) serves as the primary TQG point of contact for coordinating all activities within DSHS - inclusive of the IT Section, the ARIES Program, and other internal contributing areas, and resolves any disparate views among within DSHS and provide a single unified voice for DSHS;
 - (3) ensures Subject Matter Experts (SMEs) will be available on an as-needed basis, inclusive of the ARIES Program and DSHS Application Development team members;
 - (4) provides adequate staff for IAT and UAT testing;
 - (5) provides all software applicable to the scope of work;

⁴ From the 53700-5-0000143404 Questions and Answers Clarification 4/2/2015 page 4

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- (6) provides the use cases for planning and development;
 - (7) monitors TQG's planning and execution through deliverable schedules, milestones, Work Breakdown Structure (WBS), etc.;
 - (8) assists TQG with the coordination of technical resources;
 - (9) assists TQG with business-related activities and decisions, as necessary;
 - (10) in conjunction with appropriate stakeholders, reviews each submitted deliverable within a mutually agreed to response time; and
 - (11) reports monthly progress to the ARIES Program Management based on TQG's status reports, as required.
- b) DSHS IT Management and Technical Staff (App Dev) Responsibilities:
- (1) remains in constant communication with DSHS ARIES Product Manager or designate on all ARIES-related issues;
 - (2) provides and directs IT Technical SMEs for systems mapping, architecture requirements, installations, configurations, and changes, as necessary;
 - (3) coordinates with Xerox and Cap Gemini for Texas Data Center Services (DCS) engagement, as necessary;
 - (4) coordinates with IT Security Office to ensure the applicable rules/policies/procedures/statutes are followed by Queenstone that limit their access and performing server audits.
- c) DSHS IT Application Development Contract Manager (IT App Dev CM) Responsibilities:
- (1) reviews and makes comments on TQG's progress to ensure that the deadlines, work products, reporting, and invoicing are being accomplished as described in the SOW;
 - (2) works with the DSHS IT Project Management Office (PMO) / Project Support Office Contract Managers on coordination for legal and procurement staff assistance as needed, to resolve contractual issues;
 - (3) works with the DSHS ARIES Product Manager or designate on all SOW deliverables issues.
- d) DSHS Program Management and Staff Responsibilities:
- (1) identifies and schedules program area SMEs to provide necessary information;
 - (2) obtains and provides program information, data, decisions, and approvals; reviews each submitted deliverable within a mutually agreed to response time;
 - (3) coordinates with the external providers on all matters (support, questions, issues with data exchange, etc.) associated with ARIES.

D. Acceptance Criteria

Queenstone will have full responsibility for the deliverables (work products, services, and/or milestones) agreed-upon in this SOW, and will detail them and their associated tasks in a formal work breakdown plan.

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1. DSHS acceptance criteria for Queenstone deliverables will be based on standard software development methodologies and the use of industry best practices for requirements gathering, development, QA, internal acceptance testing, and user acceptance testing. DSHS will leverage the DSHS User Acceptance criteria documented of the deliverables to be the final criterion⁵.
2. TQG will collaborate with DSHS to determine the dates in their proposal once TQG has given DSHS the cost, effort, and resource estimates for the scheduled work.
3. Design work products will be collaborated and agreed upon prior to work starting.
4. All production work products and plans will be submitted to DSHS for acceptance and approval before work begins.
5. DSHS may request that a deliverable outline be submitted for approval prior to work commencing on the deliverable.
6. All correspondence and documentation will be delivered in electronic format, unless otherwise agreed to by TQG and the DSHS Product Manager or designate.
7. DSHS Product Manager will complete a review of each submitted deliverable within a mutually agreed to response time.
8. If DSHS feedback indicates that revisions to a deliverable are required, this will be addressed collaboratively and TQG may be asked to provide new estimates.
9. Changes to the product deliverables roadmap and schedule will also be collaborative between TQG and DSHS.

E. Schedules to be Achieved by Queenstone

Queenstone will:

1. Provide a Release Delivery Schedule to be mutually agreed-upon by the DSHS Product Manager or designate and TQG.
2. Complete designated activities as described in this SOW and report status on a monthly basis to the DSHS Product Manager as described in Section §I, H - Reports and Meetings.
3. Contact the DSHS Product Manager or designate in writing with a reason for the delay and a proposed revised schedule if a deliverable cannot be provided within the scheduled timeframe.
 - a) The request for a revised schedule may result in some impact on the related tasks and overall engagement in addition to impact to the cost and timeline of the initiative and will be decided upon collaboratively.
 - b) The mutually agreed-upon revised schedule must be approved by the DSHS Product Manager or designate and TQG before placed in effect.
4. Meet the milestones to be achieved, as defined in Section §I, I - Deliverables.

⁵ TQG asked for clarification of these items in the 1/30/15 document, #24.

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F. Change Management Procedure

1. The DSHS Change Management Procedure and Change Request Form (example provided Appendix A, Subsection C) will be used when there are changes to the SOW.
2. Request for changes can be initiated by either DSHS or TQG.
3. A Change Request document will be completed by the requesting party, describing the nature of the change, reason for the change, and the anticipated effect the change will have on the scope of work, resources, deliverable quality, and delivery schedule.
4. The Change Request Form (example provided in Appendix A, Subsection C) needs to be filled out to initiate the Change Request.
5. The requesting party will review the proposed change with his/her counterpart.
6. Both parties will evaluate and negotiate in good faith the changes to be made and the additional changes, if any, to implement them.
7. The Change Request as negotiate will be signed by authorized representatives from both parties.
8. Upon execution, the approved Change Request will be incorporated into, and made a part of, this scope of work.

G. Relevant Quality Processes

1. TQG is responsible for management of quality processes and software industry best practices that ensure the successful completion of the technology assessment and planning deliverables.
2. DSHS can query TQG at any time to make sure that the processes that are geared for quality and repeatability and do not expose TQG deliverables to any unacceptable risk level. An example of this would be that DSHS would ask which configuration management tools TQG leverages for their source code control or revision control⁶.
3. TQG will submit deliverables to the DSHS Product Manager or designate - who, with collaboration of the assigned DSHS team members, will test and evaluate the overall quality, technical accuracy, business criteria, and completeness of the deliverable.
4. Any recommended changes will be provided to TQG for modification.
5. If disagreement exists regarding scope and quality of deliverables, the DSHS funding sponsors will meet with TQG and relevant DSHS stakeholders to review the issues and determine a course of action.

H. Reports and Meetings

1. Program Coordination

- a) A kickoff meeting will be held at a date and time selected by the DSHS ARIES Product Manager or Designate and TQG.
- b) The Contractor is required to provide the DSHS ARIES Product Manager or designate with written monthly progress reports, due by the close of business on Thursday of each month throughout the life of the engagement.

⁶ From the DSHS Answers to the Vendor Questions 2/5/2015 Q&A 16

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- (1) The progress reports will cover all work performed and completed during the month for which the progress report is provided and will present the work to be performed during the subsequent month.
- (2) The progress report will identify any problems encountered or still outstanding, with an explanation of both the cause and resolution to the problem – or how the problem will be resolved
- c) Queenstone will be responsible for participating in the Monthly Status Meetings with the DSHS ARIES Product Manager or Designate, to be held on a mutually agreed-upon day of each month. These meetings can be conducted over the phone, to review and discuss the status and progress of the work plans.
- d) Other meetings may be scheduled as needed to ensure the stability and functionality of the affected applications and systems. The Contractor will participate in the preparation of an agenda and the generation of meeting notes. The meeting notes may be combined with the monthly status report defined in the Delivery Schedule.

2. IT Section Coordination

- a) Information on system modifications must be made available to DSHS IT and Program Staff to update the training documentation.
- b) Implementation of system modifications must be coordinated with the DSHS IT Staff through the DSHS ARIES Product Manager or Designate
- c) Contractor developers must be available to review documentation for accuracy.

I. Deliverables

1. Deliverables Requirement and Acceptance

- a) TQG and the DSHS Product Manager or designate must agree to the initial Queenstone milestones and WBS proposals and any changes made to them during the course of the contract.
- b) TQG and the DSHS Product Manager or designate must review and agree to estimates, schedules, and features before billable maintenance, support, or work begins.
- c) Deliverables (work products, services, and/or milestones) must be provided on the dates as mutually agreed-upon by DSHS and Queenstone. Any changes to delivery dates must have prior agreement (in writing) by the DSHS Product Manager or designate.
- d) TQG will complete and submit all deliverables according to the work plans developed during the life of this contract.
- e) All deliverables will be submitted in agreed-upon formats, respective of the nature of said deliverables.

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- f) All deliverables must have previously agreed-upon acceptance criteria and deadlines established for testing or acceptance, as applicable.
- g) If DSHS feedback indicates that revisions to a deliverable are required, this will be addressed collaboratively and TQG may be asked to provide new estimates. Changes to the product deliverables roadmap and schedule will also be collaborative.
- h) Upon receipt of deliverables, DSHS will have a mutually-agreed timeframe for review and will provide TQG with written notice of acceptance or non-acceptance of said deliverables.
- i) In the case of non-acceptance, TQG will have a mutually-agreed timeframe to resubmit the corrected deliverable for testing and reconsideration of acceptance.
- j) Non-delivery or non-acceptance of deliverables may result in non-payment or delayed payment until TQG has remedied the situation has been resolved according to the original terms of the work plan and resulting contract.
- k) Payment will be made based on review and acceptance of TQG's invoice by the DSHS Product Manager or designate and IT App Dev Portfolio Manager or designate. Failure to complete the agreed-upon work plan requirements may result in non-payment until the issue has been resolved according to the original terms of the SOW and resulting contract.
- l) DSHS would prefer to have all deliverables estimated in time, cost, and effort whenever possible, but is willing to establish a "Not-to-Exceed" amount for unavoidable Time and Materials costs (that has the approval of the HHS Systems Budget group). Each Time and Materials estimate given will need to be discussed prior to work effort beginning and agreed upon by both parties.

2. Implementation and Services Delivery Schedule

- a) TQG and DSHS will work to create estimated milestone dates ("The Work Plan") that contains a proposed WBS or detailed schedule.
- b) The Work Plan will be composed of the identifiable deliverables spaced over time so that DSHS and TQG will be able to manage their resources to a reasonable distribution of effort.
- c) DSHS expectation is that The Work Plan will be collaboratively developed with key stakeholders & key Queenstone staff.
- d) DSHS requires that testing schedules be included in the Work Plan Internal Acceptance Testing (IAT) and User Acceptance Testing (UAT).
- e) Unit, Integration, and Regression Test results will be analyzed by TQG.

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- f) IAT (DSHS ARIES Data Team Only) and UAT (DSHS Users) test results will be analyzed by DSHS (ARIES Data Team, selected field providers, and data analysts) and shared with TQG.
- g) DSHS is responsible for the selection, control, and contact with the UAT Team.
- h) The established milestones and WBS will be used as framework for status/issue tracking of deliverables. This list is representative of major sub-categories and is not a complete list of all activities required to meet a specified deliverable.
- i) Work estimates should all include time, cost, and resources. Deliverables (work products, services, and/or milestones) should be referenced back to the established milestones and WBS on all TQG invoices for payment.
- j) The desired date at which time DSHS can begin testing functionality and/or results should leave reasonable and appropriate testing time before the end date of the term of this SOW, inclusive of the installations and testing of R22 and R23.
- k) Assessment and Solution Recommendation Memos (I) and (II) will be guidance / recommendations memos whose activities do not include requirements gathering or software development. For 2014 HAB Performance Measures and 2014 HOPWA + HUD Modifications, these activities may include a demonstration of CA ARIES functionality and background research, as mutually agreed upon and subject to permission of the State of California Office of AIDS.
- l) The ARIES Program Staff anticipate that the documentation and support provided for each new release will be consistent with the previous releases. The ARIES Team can confirm they have the ARIES Release Notes, but do not have subsequent DSHS instructions for Texas specific server issues, as applicable.

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3. SOW Deliverables Table

The following schedule attributes are in summary to the Queenstone Deliverables Negotiation Conference Call between The Queenstone Group, LLC, and the DSHS ARIES Project Team, to discuss Queenstone's Pricing & Timing for 9-23-15 SOW Deliverables Table.pdf proposal as received by HHSC/PCS on October 7th, 2015. This was to gain clarification of their 10/07/15 Pricing & Timing Proposal for the 9/23/2015 Revised DSHS Scope of Work. This conference call was scheduled for and occurred November 5th, 2015, on the soonest available date for The Queenstone Group's participation. The following SOW Deliverables Table addresses each line-item of Queenstone's proposal, as mutually agreed-upon to be achieved Queenstone.

No.	Deliverable Name	SOW Section	DSHS Projected Due Dates	TQG Price	TQG Projected Deliverable Date	Dependencies
		New Previous				
1.	Participate in Kickoff Meeting / Identify Team Members / acknowledge Notice to Proceed	§I, B, 1 §3.2.1	Within 10 days of award	\$18,000	D ⁷ + 10 business days	Received purchase order
2.	Participate in technical planning meeting to discuss the following topics which include, but will be adjusted to reflect, final contract deliverables:			\$18,000	D + 10 business days	Kick-off meeting
2.1	R22 installation into Test	§I, B, 1 §3.2.1	As identified in WBS/Schedule			
	1) Provide R22 Testing Support	§I, B, 1, c), (1) §3.2.1-1	As identified in WBS/Schedule	<ul style="list-style-type: none"> • \$9,000 for one block of up to 40 hours support offsite • Any hours over this block of 40 hours will be billed at TQG's hourly rate of \$225 (increasing to \$237 on July 1, 2016) • Any unused hours can be banked and used against another "block of hours" deliverable. 	<p><u>To start:</u> D + 2 weeks</p> <p><u>To complete:</u> dependent on amount of testing support required (an unknown quantity)</p>	<ul style="list-style-type: none"> • Reactivated TX code line • Implemented TX development environments • Completed No.1,2 above • Installation of appropriate screen-sharing tools and DSHS access to TX Test and Production at DSHS

D⁷ = Dependencies: Projected Deliverable Dates are indicated as time lag following relevant dependencies. Nearly all deliverables in this table have predecessor tasks, which may be TQG-dependent, DSHS-dependent, or dependent on an external entity. Deliverables are calculated in business days or calendar weeks/months following the identified Dependencies, which are listed in the right-most column. In the case of multiple dependencies, the effective date will apply to the last Dependency to be achieved. Final deliverable dates will need to be adjusted to factor in 'non-working' time; for example, the calculation of two weeks would not include non-working time for holidays and vacations.

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No.	Deliverable Name	SOW Section New Previous	DSHS Projected Due Dates	TQG Price	TQG Projected Deliverable Date	Dependencies
	2) Provide R22 Implementation Support	§I, B, 1, c), (1) §3.2.1-1	As identified in WBS/Schedule	<ul style="list-style-type: none"> • \$7,475 to support installation into Test, • \$7,475 to support installation into Production, • ARIES AppDev confirmed the allowance and capability of using PowerShell (or other mutually agreed upon install script) within the Texas Environments. 	D + 2 weeks	<ul style="list-style-type: none"> • Reactivated TX code line • Implemented TX development environments • Completion acceptance of testing⁸ • Completed items No.1,2 above • Installation of appropriate screen-sharing tools and DSHS access to TX Test and Production at DSHS
2.2	R23 installation into Test	§I, B, 1 §3.2.1				
	1) Provide R23 Testing Support	§I, B, 1, c), (1) §3.2.1-1	As identified in WBS/Schedule	<ul style="list-style-type: none"> • \$9,000 for one block of up to 40 hours support offsite • Any hours over this block of 40 hours will be billed at TQG's \$225 (increasing to \$237 on July 1, 2016) hourly rate • Any unused hours can be banked and used against another "block of hours" deliverable. 	D + 2 weeks	<ul style="list-style-type: none"> • R22 installed in Production • Successful implementation of needed changes to DSHS SQL Server Integration Services
	2) Provide R23 ⁹ Implementation Support	§I, B, 1, c), (1) §3.2.1-1	As identified in WBS/Schedule	<ul style="list-style-type: none"> • \$7,475 to support installation into Test, • \$7,475 to support installation into Production, <ul style="list-style-type: none"> • ARIES AppDev confirmed the allowance and capability of using PowerShell (or other mutually agreed upon install script) within the Texas Environments. 		
2.3	TX-A installation into Test • HRSA 2014 RSR Report into Test • Modified ARIES Import Schema for HRSA 2014 RSR	§I, B, 1 §3.2.1	As identified in WBS/Schedule	Mutually agreed to a firm price of \$198,000. This includes simultaneous delivery of TX-A, C and D.	D + 6 weeks	<ul style="list-style-type: none"> • Signed off requirements (i.e., completion and acceptance of item 10, below) • R23 needs to be in Production

⁸ Note that coding on R22 and R23 was done years ago, which confounds the notion of acceptance testing. If testing results in non-acceptance, identification of defects, or desired changes to these releases, any work on R22 and R23 is beyond this scope of work.

⁹ The original SOW read R24. TQG believe that what was intended was R23.

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No.	Deliverable Name	SOW Section New Previous	DSHS Projected Due Dates	TQG Price	TQG Projected Deliverable Date	Dependencies
2.4	TX-C installation into Test • Existing and/or ad-hoc reporting capabilities, filtered on new 2014 HRSA variables	§I, B, 1 §3.2.1	As identified in WBS/Schedule	Mutually agreed to bundle this release with TX-A and D – at no additional costs..	D + 6 weeks	TX-A formally accepted in Test
2.5	TX-D installation into Test • Client-level data export files (XML format ready for submission to HRSA)	§I, B, 1 §3.2.1	As identified in WBS/Schedule	Mutually agreed to bundle this release with TX-A and C – at no additional costs.	D + 6 weeks	TX-C formally accepted in Test
2.6	Provide Assessment and Solution Recommendation Memos (I) on TX Test and Production environment standards:					
	1) for Document Upload Feature in the Test and Production Environments (*See notes in Appendix B)			\$15,000	D + 2 weeks	Completed technical planning meeting
	2) related to 2014 HAB Performance Measures Modifications			\$23,000	D+4 weeks	Completed technical planning meeting
	3) related to ACA reporting	§I, B, 1	As identified in WBS/Schedule	\$21,000	D+4 weeks	Completed technical planning meeting
	4) for “bogus client” problem/delete client functionality	§3.2.1		\$15,000	D+4 weeks	Completed technical planning meeting
	5) for “URN1 is also managed by other agencies or AA’s duplicate client merge functionality problem”, based on installed R23			\$21,000	D+4 weeks	<ul style="list-style-type: none"> • R23 installed in Production • Code reactivated, TQG has implemented new TX Dev environ • Tech planning meeting • Installation of appropriate screen-sharing tools and DSHS access to TX Test and Production at DSHS

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No.	Deliverable Name	SOW Section New Previous	DSHS Projected Due Dates	TQG Price	TQG Projected Deliverable Date	Dependencies
	6) related to “ARIES Admin Module Export function currently creates some invalid XML files (special/reserved characters)”, based on installed R23			\$17,000	D+4 weeks	<ul style="list-style-type: none"> • R23 installed in Production • Code reactivated, TQG has TX Dev environ • Tech planning meeting • Installation of appropriate screen-sharing tools and DSHS access to TX Test and Production at DSHS
	7) by providing guidance memo to set up and configure new instances of ARIES to be used as TX Demo and QA sites			\$15,000 Does not include production of detailed installation or configuration instructions, admin guide, etc.	D + 2 weeks	Tech planning meeting
2.7	Provide Assessment & Solution Recommendation Memos (II):	§I, B, 1 §3.2.1	As identified in WBS/Schedule			
	1) related to 2014 HOPWA + HUD Modifications			\$34,500	D + 4 weeks	Tech planning meeting
	2) related to 2014 WICY Modifications			\$24,000	D + 4 weeks	Tech planning meeting
3.	Provide baseline Project Plan (draft or input to TX draft)	§I, B, 1 §3.2.1	As identified in WBS/Schedule	\$17,250	D + 2 weeks	Completed technical planning meeting
4.	Provide baseline Project Charter (draft or input to TX draft)	§I, B, 1 §3.2.1	As identified in WBS/Schedule	\$17,250	D + 2 weeks	Completed technical planning meeting
5.	Reactivate Texas DSHS code Line R21	§I, B, 1-2 §3.2.1-2	As identified in WBS/Schedule	\$107,000	D + 3 weeks	Received purchase order
6.	Implement new development environment and processes for this SOW	§I, B, 1-2 §3.2.1-2	As identified in WBS/Schedule	\$680,000 to cover Contract Year One ¹⁰	D + 3 weeks	Received purchase order

¹⁰ Development environment/process pricing for Contract Year Two agreed to \$ 384,943, payable at the start of the second contract year (that is, on the 366th day after the PO is issued, if we're still working on the code line); Contract Year Three projected to range from \$343,000 to \$386,000, as quoted by Queenstone.

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No.	Deliverable Name	SOW Section New Previous	DSHS Projected Due Dates	TQG Price	TQG Projected Deliverable Date	Dependencies
7.	Purchase, install, configure application scanning tool sets (IBM Security AppScan Standard and HP WebInspect) to meet DSHS security requirements in TQG environments	§I, B, 1 §3.2.1	As identified in WBS/Schedule	Addressed at a future date by a mutually agreed-upon amendment or change order, with subsequent Time and Material invoicing.	D + 2 weeks	<ul style="list-style-type: none"> Received purchase order Identification of needed toolsets by DSHS Implementation of TQG development environments
7.1	• TQG Development			Time & Materials		
7.2	• TQG Integration			Time & Materials		
7.3	• TQG Quality Assurance (QA)			Time & Materials		
8.	Assess and provide recommendations for data transformation for 2014 RSR, with anticipated recommendations including both training and requirements for TX-A	§I, B, 1-3 §3.2.1-3.a	As identified in WBS/Schedule	Addressed at a future date by a mutually agreed-upon amendment or change order, with subsequent Time and Material invoicing.	D + 2 weeks	R23 installed in Production
9.	Provide training on report authoring functionality, to allow DSHS ARIES Staff to identify the correct mapping of database schema to report schema.	§I, B, 1-3 §3.2.1-3.c	As identified in WBS/Schedule	Addressed at a future date by a mutually agreed-upon amendment or change order, with subsequent Time and Material invoicing.	D + 2 weeks	R23 installed in Production
10.	Identify and document 2014 RSR Validation requirements for inclusion in TX-A	§I, B, 1-3 §3.2.1-3.f	As identified in WBS / Schedule	Addressed at a future date by a mutually agreed-upon amendment or change order, with subsequent Time and Material invoicing.	D + 5 weeks	R23 installed in Production
11.	Provide training to ARIES Program Staff on querying ARIES database for monthly data extracts, once R23 is installed	§I, B, 1-4 §3.2.1-4	As identified in WBS/Schedule	Addressed at a future date by a mutually agreed-upon amendment or change order, with subsequent Time and Material invoicing.	D + 1 month	<ul style="list-style-type: none"> R23 installed into Production Training Needs Assessment completed
12.	Evaluate implications for data extraction, and determine need for data translation to provide recommendations.	§I, B, 1-3 §3.2.1-3.c	As identified in WBS/Schedule	Addressed at a future date by a mutually agreed-upon amendment or change order, with subsequent Time and Material invoicing.	D + 1 month	R23 installed in Production
13.	Assess and recommend needed changes to DSHS SQL Server Integration Services (SSIS)	§I, B, 1-3 §3.2.1-3.c	As identified in WBS/Schedule	\$21,000	D + 2 weeks	Completed technical planning meeting
14.	Identify, codify, and obtain sign-off for release TX-A, to build HRSA 2014 RSR changes and related reporting changes into the TX code line	§I, B, 1-3 §3.2.1-3.b	As identified in WBS / Schedule	Queenstone determined that this is a benchmark that is part of item 2.3.		<ul style="list-style-type: none"> R23 installed in Production Completion of Item 10 (Identify and document 2014 RSR Validation requirements)

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No.	Deliverable Name	SOW Section New Previous	DSHS Projected Due Dates	TQG Price	TQG Projected Deliverable Date	Dependencies
15.	Develop, test, and release code focused only on 2014 RSR changes, with delivery to include the Import Manual, Report Export Manual, and the XML export file:	§I, B, 1-3 §3.2.1-3.d, g	As identified in WBS/Schedule	Mutually agreed this is part of Deliverables 2.3, 2.5, and 2.6 as noted		
15.1	• TX-A			See no. 2.3 above		
15.2	• TX-C			See no. 2.5 above		
15.3	• TX-D			See no. 2.6		
16.	Provide User Acceptance Testing (UAT) support for each software release.	§I, B, 2, d) §3.2.2-4	As identified in WBS/Schedule	<ul style="list-style-type: none"> • \$9,000 for one block of up to 40 hours support offsite • Any hours over this block of 40 hours will be billed at TQG's hourly rate of \$225 (increasing to \$237 on July 1, 2016) • Any unused hours can be banked and used against another "block of hours" deliverable. 	D + 2	Installation of each release into Test
17.	Provide existing and/or ad-hoc reporting capabilities, filtered on new HRSA variables for TX-C – if needed and mutually agreed upon; DSHS hard coded reports must be identified for updating report values.	§I, B, 1 §3.2.1	As identified in WBS/Schedule	Addressed at a future date by a mutually agreed-upon amendment or change order, with subsequent Time and Material invoicing.	Unknowable ¹¹	Completion and acceptance of Item 10.
18.	Support implementation of recommended solutions to Document Upload feature for TX-B	§I, B, 1 §3.2.1	As identified in WBS/Schedule	Addressed at a future date by a mutually agreed-upon amendment or change order, with subsequent Time and Material invoicing.	Unknowable ¹²	Completion of item 2.6.1, and authorization to proceed with recommended solution
19.	Assess and recommend solutions to Houston Import Issue, which also impacts RSR requirements. (*See notes in Appendix B)	§I, B, 1 §3.2.1	As identified in WBS/Schedule	Addressed at a future date by a mutually agreed-upon amendment or change order, with subsequent Time and Material invoicing.	D + 1 month	<ul style="list-style-type: none"> • Completed technical planning meeting • Delivery of needed information from Houston

¹¹ Timing depends on whether TX-A, C, D are done separately (as DSHS requested) or singly (as TQG recommend)

¹² Depends on Assessment Results – which Queenstone has undertaken any assessments yet.

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No.	Deliverable Name	SOW Section	DSHS Projected Due Dates	TQG Price	TQG Projected Deliverable Date	Dependencies
		New Previous				
20.	Provide DSHS instructions for Texas specific server issues, previously developed and bundled with R22 documentation.	§I, B, 1 §3.2.1	Upon completion of related milestone	No charge if providing what we've already delivered. However, if new, updated, or modified instructions are required, pricing based on time and materials.	D + 3 weeks	<ul style="list-style-type: none"> Completed technical planning meeting Timely, clear, and complete requirements from hosting vendor (Xerox/Cap Gemini?) regarding installations
21.	Provide DSHS instructions for Texas specific server issues, previously developed and bundled with R23 documentation.	§I, B, 1 §3.2.1	Upon completion of related milestone	No charge if providing what we've already delivered. However, if new, updated, or modified instructions are required, pricing based on time and materials.	D + 3 weeks	<ul style="list-style-type: none"> Completed technical planning meeting Timely, clear, and complete requirements from hosting vendor (Xerox/Cap Gemini?) regarding installations
22.	Provide updated Admin Manual based on releases R22, R23, and TX-A.	§I, B, 2 §3.2.2	Upon completion of related testing activity	\$200,000 through TX-A	D + 5 months	TX-A released into Production
23.	Provide updates to the Admin Manual based upon each new release (if applicable)	§I, B, 2 §3.2.2	Upon completion of related testing activity	DSHS accept fixed price of \$30,000, after the last (TX-D) release is completed.	D + 8 weeks	Each new release installed in Production
24.	Monthly Progress Report	§I, H, 1, b) §5.1.2	Monthly after Kickoff Meeting	\$1,668 per progress report; invoiced on occurrence		Mutually agreed-upon to start out on a monthly basis, then to move to an "as needed" basis at a later time in the engagement, for the term of the SOW.
25.	Monthly Status Meeting	§I, H, 1, c) §5.1.3	Monthly after Kickoff Meeting	\$2,169 per meeting; invoiced on occurrence		Mutually agreed-upon to start out on a monthly basis, then to move to an "as needed" basis at a later time in the engagement, for the term of the SOW.

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“SOW Section” references have been updated to reflect the cross-walk between HHS OGC’s new SOW format (this document) and the version used for the conference call – as discussed between Michael Ciralo (TQG) and Joe James (HHSC/OGC) upon notice of the new OGC format.

Items 7 thru 12: All parties (TQG/ARIES) acknowledged on the conference call that these will be addressed at a future date. These Time and Materials deliverables remain so that this initiative can validate their ‘previous’ existence and be able to move forward on them – upon mutual agreement – by

- 1) A “Notice To Proceed” email from DSHS ARIES
- 2) Supported by a separate DSHS-approved TQG quote
- 3) Allowing for a line-item add to an existing PO, as an added deliverable to the initiative.

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II. PERFORMANCE MEASURES

The Enterprise Agency will monitor the Contractor's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions. .

A. Performance Representations

1. TQG represents that all work will be performed with promptness and diligence and will be executed in a professional manner, in accordance with the practices and high professional standards used in well-managed operations performing work similar to this SOW.
2. TQG represents that it will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to execute this agreement.
3. TQG acknowledges that during the term of this agreement that the software will be free of programming errors and will operate and conform to the agreed-upon deliverables and WBS.

B. Personnel Requirements

1. TQG personnel will assist DSHS to upload new software, but TQG will not have any access to the database containing Confidential or Protected Health Information (PHI).
2. TQG will not have access to the DSHS network and will transfer files to DSHS prior to installation and DSHS personnel will be responsible for installing the software.
3. It may be necessary to set up a web-based video/screen sharing application to enable all TQG and DSHS personnel to interact during installations.
4. TQG verifies that all data will be safeguarded, and will individually sign and abide by DSHS Confidentiality and Non-Disclosure Agreements.
5. If TQG travels for an onsite visit, DSHS will provide TQG staff with identification badges. Badges will be required for access to the DSHS facility and must be worn at all times.

C. Performance Standards

1. All changes, fixes, and updates to ARIES Test and Production environments will happen within agreed-upon, scheduled software maintenance windows and without disrupting service to ARIES Providers in either Test or Production environments
2. Any work done outside the published maintenance window must be discussed, agreed upon, and planned collaboratively
3. DSHS acceptance criteria for Queenstone deliverables will be based on standard software development methodologies and the use of industry best practices for requirements gathering, development, QA, internal acceptance testing, and user acceptance testing. Use of respective terminology should be used when necessary.

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D. Period of Performance

1. Timeline

- a) TQG will begin work no later than 10 business days of receiving the purchase order and will cease work after all work products and services described in this SOW are delivered and approved by the DSHS.
- b) The execution of this SOW will begin on the date of the award of the contract, with the issue of a valid purchase order, and will expire on **August 31, 2017**.
- c) Renewals of the SOW Term will be accomplished by 1-year renewals thereafter – with the total SOW Term not to exceed 5 years
- d) Delays on DSHS' side and national holidays may affect the calendar duration of the engagement.

2. Extension of SOW Term

- a) DSHS will have the option, exercisable by giving written notice to TQG not less than 30 days before the expiration of the SOW Term, to renew the SOW Term, upon the then-prevailing terms and conditions, for successive period not to exceed a one year period.
- b) TQG will give DSHS a written notice of DSHS' right to extend the SOW Term not less than 60 days prior to each schedule expiry thereof.

3. SOW Termination

- a) In the event that DSHS chooses to use a new Contractor, DSHS will provide written notice to TQG 60 days prior to the termination of the agreement.
- b) TQG will work with DSHS to set up a transition plan in order to assist in the transfer of any DSHS data before the termination of this agreement (if necessary).

4. Response Submission Requirements

- a) **SOW Communication Restrictions:** From the issue date of this Statement of Work until the SOW is finalized, the Contractor may not communicate, either orally or in writing, regarding this Statement of Work with any staff except as noted in Point of Contact for Response Submission below.
- b) **Point of Contact for Response Submissions:** The PCS Office will not accept telephone and facsimile responses. Responses must not include unrequested materials or pamphlets. The PCS Office reserves the right to reject late submissions. Sole Point of Contact for inquiries concerning this procurement is:

Physical Address for Overnight and Commercial Mail:

Health and Human Services Commission
Procurement and Contracting Services, Mail Code 2020
PO Box 149347
Austin, TX 78756
Attn: Thomas Spears, CTPM

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PCS Purchaser Contact Information

POC: Thomas Spears, CTPM
Office: (512) 406 - 2506
Email: Thomas.Spears@hhsc.texas.gov

III. INVOICE AND PAYMENT

- A. The Contractor will be responsible for invoicing DSHS for deliverables upon completion of specified agreed upon work product, service, or milestone.
- B. Contractor Invoices will contain the following:
 - 1. Description of the work product, service, or milestone attained
 - 2. Delivery or Service Date
 - 3. Invoice Date
 - 4. Invoice Number
 - 5. Associated Purchase Order Number
 - 6. Applicable Cost that refer to specific issue number
- C. Invoices must be pre-approved by the DSHS ARIES Product Manager or designate, prior to Queenstone submitting them to the "Invoices" mailbox for payment. Queenstone will email the DSHS ARIES Product Manager or designate, requesting a pre-approval of the invoiced work product, service, or milestone attained.
- D. Once pre-approved by the applicable DSHS ARIES Product Manager or designate, Queenstone will submit its invoice to one of the addresses below for payment:

Electronically:

EMAIL: Invoices@dshs.state.tx.us

FAX: (512) 458-7442

Physical Mailing Address:

Department of State Health Services
Claims Processing Unit, Mail Code 1940
P.O. Box 149347
Austin, TX 78714-9347

- E. The Contractor will be paid in accordance with the Texas Government Code, Chapter 2251 (Texas Prompt Payment Act). DSHS will not be required to pay for changes that are not timely billed, and all payments will be made in U.S. dollars.

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Appendix A

A. Acronym | Initialism Glossary

Term	Definition
AIDS	Acquired Immune Deficiency Syndrome
ARIES	AIDS Regional Information and Evaluation System
CTPM	Certified Texas Procurement Manager
DCS	Data Center Services
DSHS	Department of State Health Services
DSHS IT	DSHS Information Technology Section
FTP	Secured File Transfer Protocol
HIV	Human Immunodeficiency Virus
HHSC	Texas Health and Human Services Commission
HITSP	Healthcare Information Technology Standards Panel
HRSA	Health Resources and Services Administration
HUD	Housing and Urban Development
ISO	International Organization for Standardization
IT	Information Technology
PDF	Portable Document Format
PII	Personally identifiable information
PM	Project Manager
R22	Release Version 22 of the ARIES software
R23	Release Version 23 of the ARIES software
RSR	Ryan White Services Report
SMEs	Subject Matter Experts
SOW	Statement of Work
SQL	Structured Query Language
WBS	Work Breakdown Structure
XML	Extensible Markup Language

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B. Definitions

When used in this Agreement, the terms set forth below will have the meaning indicated:

1. **“Agreement”** will mean this Software Maintenance Agreement, and all schedules and exhibits hereto.
2. **“and”** will mean “and” as well as “or,” unless otherwise specified.
3. **“Bug Fix”** is a fix to an error, failure, or fault in a program design or source code that produces an incorrect or unexpected result.
4. **“Code”** will mean computer-programming code contained in the ARIES software.
5. **“Contractor”** will have the meaning set forth in this Agreement.
6. **“Department of State Health Services”** – is an agency of the State of Texas, having a principal place of business at 1100 West 49th Street, Austin, Texas, 78756.
7. **“Documentation”** will mean (a) the Documentation as defined in the Agreement, (b) the specifications, performance standards, and other functional requirements, and (c) any other written materials agreed by the Parties to be Documentation.
8. **“Include”, “includes”, and “including”** when following a general statement or term, will mean “include without limitation”, “includes without limitation”, and “including without limitation”.
9. **“Maintenance Modifications”** will mean modifications, or updates made by Contractor to the Code that includes requested changes, corrects errors, supports new releases of operating systems, or supports new modules of input-output devices with which the Code is designed to operate.
10. **“Party” or “Parties”** will have the meanings set forth in the preamble to this Agreement.
11. **“Problem”** means a failure of the Customer Applications to function in accordance with its Documentation and includes all concerns related to Customer Applications’ Performance, Response Time, Error Messages and any other reasonable concern with the operation and use of the Customer Applications.
12. **“Revisions”** will mean modifications, additions, or substitutions, other than Maintenance Modifications, made to the Code that accomplishes incidental, structural, functional or other improvements required by HRSA. Revisions include all versions and releases of the Software subsequent to the effective date of this Agreement.
13. **“Security Incident”** means an event of attempted entry, unauthorized entry or an information attack on an automated system. Includes, but is not limited to, unauthorized probing and browsing; disruption or denial of service; altered or destroyed input, processing, storage, or output of information; or changes to information system hardware, firmware, or software characteristics with or without the user’s knowledge, instruction, or intent.
14. **“Source Code”** will mean Code in the programming languages, including all comments and procedural code, and all related development documents (e.g. flow charts, schematics, end-user manuals, and any other specifications that are used to create or that comprise the Code).
15. **“Software”** will mean (a) the software product(s) described in this Agreement; (b) all Maintenance modifications and Revisions that are provided to DSHS by the Contractor; (c) all Custom Modifications; (d) the code contained in or otherwise related to each of the forgoing; and (e) the Documentation.
16. **“The Queenstone Group, LLC”** is a California Domestic Limited-Liability Company, whose principal offices are in 1563 Solano Avenue No. 507, Berkeley, CA 94707
17. **“Term”** will have the meaning set forth in Section §II, D, 1.

ATTACHMENT A STATEMENT OF WORK

A. Change Request Form

Change Request Form

Date:			
Project Name:			
Project Number:	PO #	Change Request Number:	
Customer:			
Change Requested by:			

Description of Change/Issue:

Reason for Change/Need for Resolution <i>(Include Benefits)</i>

Importance:	Essential	Highly desirable	Low priority
Action Required to Implement Change:			

Affected Products, Projects, or Tasks:

Expected Costs and Timescale:			
Effect on Schedule:	Extension	Increase/Reduction	No Effect

Decision			
Accepted	Rejected	Vendor Representative:	Date:
Accepted	Rejected	Customer Representative:	Date:

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STATEMENT OF WORK

Appendix B

ARIES Variables and Business Rules

- Element Name = EnrollmentStatusID.
 - If ... = Active () then EnrollmentStatusID = 1
 - If ... = Discharged () then EnrollmentStatusID = 2
 - If ... = Referred to another program or services () then EnrollmentStatusID = 2
 - If ... = Self-sufficient () then EnrollmentStatusID = 2
 - If ... = Inactive () then EnrollmentStatusID = 3
 - If ... = Disenrolled () then EnrollmentStatusID = 3
 - If ... = Lost to Follow-up () then EnrollmentStatusID = 3
 - If ... = Removed from treatment due to violation of rules () then EnrollmentStatusID = 3
 - If ... = Relocated () then EnrollmentStatusID = 5
 - If ... = Reported Deceased () then EnrollmentStatusID = 6
 - If ... = Confirmed Deceased () then EnrollmentStatusID = 6
 - If ... = Unknown/Unreported () then EnrollmentStatusID = ERROR **Validation Failed, Not allowed to Export**
- Element Name = BirthYear
 - BirthYear = DATEPART (year, DOB)
- Element Name = EthnicityID
 - "If ... = Yes () then EthnicityID = 1
 - If ... = No () then EthnicityID = 2
 - If ... = Unknown () then EthnicityID = 2"
- Element Name = ClientReportHispanicSubgroup SubgroupID
 - "If ... = Mexican/Mexican-American () then ClientReportHispanicSubgroup SubgroupID = 1
 - If ... = Cuban () then ClientReportHispanicSubgroup SubgroupID = 3
 - If ... = Puerto Rican () then ClientReportHispanicSubgroup SubgroupID = 2
 - If ... = Central American () then ClientReportHispanicSubgroup SubgroupID = 4
 - If ... = South American () then ClientReportHispanicSubgroup SubgroupID = 4
 - If ... = Spanish, Portuguese, Cape Verdean () then ClientReportHispanicSubgroup SubgroupID = 4
 - If ... = Other Carribean () then ClientReportHispanicSubgroup SubgroupID = 4
 - If ... = Other Hispanic () then ClientReportHispanicSubgroup SubgroupID = 4
 - If ... = Spanish, Hispanic, or Latino () then ClientReportHispanicSubgroup SubgroupID = 4
 - If ... = Cicano/a () then ClientReportHispanicSubgroup SubgroupID = 1
 - If ... = Jamaican, Haitian, Dominican Republic () then ClientReportHispanicSubgroup SubgroupID = 4
 - If ... = Unknown/Unreported () then ClientReportHispanicSubgroup SubgroupID = 4"
- Element Name = ClientReportRace RaceID
 - "If ...ClientReportRace Major1 = White () then ClientReportRace RaceID = 1
 - If ...ClientReportRace Major2 = White () then ClientReportRace RaceID = 1
 - If ...ClientReportRace Major3 = White () then ClientReportRace RaceID = 1
 - If ...ClientReportRace Major1 = Black () then ClientReportRace RaceID = 2
 - If ...ClientReportRace Major2 = Black () then ClientReportRace RaceID = 2
 - If ...ClientReportRace Major3 = Black () then ClientReportRace RaceID = 2
 - If ...ClientReportRace Major1 = Asian () then ClientReportRace RaceID = 3
 - If ...ClientReportRace Major2 = Asian () then ClientReportRace RaceID = 3
 - If ...ClientReportRace Major3 = Asian () then ClientReportRace RaceID = 3
 - If ...ClientReportRace Major1 = American Indian or Native Alaskan () then ClientReportRace RaceID = 5
 - If ...ClientReportRace Major2 = American Indian or Native Alaskan () then ClientReportRace RaceID = 5
 - If ...ClientReportRace Major3 = American Indian or Native Alaskan () then ClientReportRace RaceID = 5
 - If ...ClientReportRace Major1 = Pacific Islander () then ClientReportRace RaceID = 4
 - If ...ClientReportRace Major2 = Pacific Islander () then ClientReportRace RaceID = 4
 - If ...ClientReportRace Major3 = Pacific Islander () then ClientReportRace RaceID = 4

ATTACHMENT A

STATEMENT OF WORK

If ...ClientReportRace Major1 = Other () then ClientReportRace RaceID = ERROR **Validation Failed, Not allowed to Export**

If ...ClientReportRace Major2 = Other () then ClientReportRace RaceID = ERROR **Validation Failed, Not allowed to Export**

If ...ClientReportRace Major3 = Other () then ClientReportRace RaceID = ERROR **Validation Failed, Not allowed to Export**

If ...ClientReportRace Major1 = Unknown/Unreported () then ClientReportRace RaceID = ERROR **Validation Failed, Not allowed to Export**

If ...ClientReportRace Major2 = Unknown/Unreported () then ClientReportRace RaceID = ERROR **Validation Failed, Not allowed to Export**

If ...ClientReportRace Major3 = Unknown/Unreported () then ClientReportRace RaceID = ERROR **Validation Failed, Not allowed to Export**

(will be able to report a total of 3 RaceIDs for 2014 RSR based upon data from all Race Majors if populated)"

- o Element Name = ClientReportAsianSubgroup SubgroupID

"If ...ClientReportRace Minor1 = Asian () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor2 = Asian () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor3 = Asian () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor1 = East Asian () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor2 = East Asian () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor3 = East Asian () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor1 = Chinese () then ClientReportAsianSubgroup SubgroupID = 2

If ...ClientReportRace Minor2 = Chinese () then ClientReportAsianSubgroup SubgroupID = 2

If ...ClientReportRace Minor3 = Chinese () then ClientReportAsianSubgroup SubgroupID = 2

If ...ClientReportRace Minor1 = Japanese () then ClientReportAsianSubgroup SubgroupID = 4

If ...ClientReportRace Minor2 = Japanese () then ClientReportAsianSubgroup SubgroupID = 4

If ...ClientReportRace Minor3 = Japanese () then ClientReportAsianSubgroup SubgroupID = 4

If ...ClientReportRace Minor1 = Korean () then ClientReportAsianSubgroup SubgroupID = 5

If ...ClientReportRace Minor2 = Korean () then ClientReportAsianSubgroup SubgroupID = 5

If ...ClientReportRace Minor3 = Korean () then ClientReportAsianSubgroup SubgroupID = 5

If ...ClientReportRace Minor1 = Taiwanese () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor2 = Taiwanese () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor3 = Taiwanese () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor1 = South Asian () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor2 = South Asian () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor3 = South Asian () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor1 = Bangladeshi () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor2 = Bangladeshi () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor3 = Bangladeshi () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor1 = Burmese () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor2 = Burmese () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor3 = Burmese () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor1 = East Indian () then ClientReportAsianSubgroup SubgroupID = 1

If ...ClientReportRace Minor2 = East Indian () then ClientReportAsianSubgroup SubgroupID = 1

If ...ClientReportRace Minor3 = East Indian () then ClientReportAsianSubgroup SubgroupID = 1

If ...ClientReportRace Minor1 = Pakistani () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor2 = Pakistani () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor3 = Pakistani () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor1 = Southeast Asian () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor2 = Southeast Asian () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor3 = Southeast Asian () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor1 = Cambodian () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor2 = Cambodian () then ClientReportAsianSubgroup SubgroupID = 7

If ...ClientReportRace Minor3 = Cambodian () then ClientReportAsianSubgroup SubgroupID = 7

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If ...ClientReportRace Minor1 = Filipino () then ClientReportAsianSubgroup SubgroupID = 3
If ...ClientReportRace Minor2 = Filipino () then ClientReportAsianSubgroup SubgroupID = 3
If ...ClientReportRace Minor3 = Filipino () then ClientReportAsianSubgroup SubgroupID = 3
If ...ClientReportRace Minor1 = Hmong () then ClientReportAsianSubgroup SubgroupID = 7
If ...ClientReportRace Minor2 = Hmong () then ClientReportAsianSubgroup SubgroupID = 7
If ...ClientReportRace Minor3 = Hmong () then ClientReportAsianSubgroup SubgroupID = 7
If ...ClientReportRace Minor1 = Indonesian () then ClientReportAsianSubgroup SubgroupID = 7
If ...ClientReportRace Minor2 = Indonesian () then ClientReportAsianSubgroup SubgroupID = 7
If ...ClientReportRace Minor3 = Indonesian () then ClientReportAsianSubgroup SubgroupID = 7
If ...ClientReportRace Minor1 = Laotian () then ClientReportAsianSubgroup SubgroupID = 7
If ...ClientReportRace Minor2 = Laotian () then ClientReportAsianSubgroup SubgroupID = 7
If ...ClientReportRace Minor3 = Laotian () then ClientReportAsianSubgroup SubgroupID = 7
If ...ClientReportRace Minor1 = Malaysian () then ClientReportAsianSubgroup SubgroupID = 7
If ...ClientReportRace Minor2 = Malaysian () then ClientReportAsianSubgroup SubgroupID = 7
If ...ClientReportRace Minor3 = Malaysian () then ClientReportAsianSubgroup SubgroupID = 7
If ...ClientReportRace Minor1 = Singaporean () then ClientReportAsianSubgroup SubgroupID = 7
If ...ClientReportRace Minor2 = Singaporean () then ClientReportAsianSubgroup SubgroupID = 7
If ...ClientReportRace Minor3 = Singaporean () then ClientReportAsianSubgroup SubgroupID = 7
If ...ClientReportRace Minor1 = Thai () then ClientReportAsianSubgroup SubgroupID = 7
If ...ClientReportRace Minor2 = Thai () then ClientReportAsianSubgroup SubgroupID = 7
If ...ClientReportRace Minor3 = Thai () then ClientReportAsianSubgroup SubgroupID = 7
If ...ClientReportRace Minor1 = Vietnamese () then ClientReportAsianSubgroup SubgroupID = 6
If ...ClientReportRace Minor2 = Vietnamese () then ClientReportAsianSubgroup SubgroupID = 6
If ...ClientReportRace Minor3 = Vietnamese () then ClientReportAsianSubgroup SubgroupID = 6
If ...ClientReportRace Minor1 = Other Asian/Pacific Islander () then ClientReportAsianSubgroup SubgroupID = 7
If ...ClientReportRace Minor2 = Other Asian/Pacific Islander () then ClientReportAsianSubgroup SubgroupID = 7
If ...ClientReportRace Minor3 = Other Asian/Pacific Islander () then ClientReportAsianSubgroup SubgroupID = 7
(will be able to report a total of 3 ClientReportAsianSubgroup SubgroupID for 2014 RSR based upon data from all Race Minors if populated)"

- o Element Name = ClientReportNhpiSubgroup SubgroupID
"If ...ClientReportRace Minor1 =Other Asian/Pacific Islander () then ClientReportNhpiSubgroup SubgroupID = 4
If ...ClientReportRace Minor2 =Other Asian/Pacific Islander () then ClientReportNhpiSubgroup SubgroupID = 4
If ...ClientReportRace Minor3 =Other Asian/Pacific Islander () then ClientReportNhpiSubgroup SubgroupID = 4
If ...ClientReportRace Minor1 =Pacific Islander () then ClientReportNhpiSubgroup SubgroupID = 4
If ...ClientReportRace Minor2 =Pacific Islander () then ClientReportNhpiSubgroup SubgroupID = 4
If ...ClientReportRace Minor3 =Pacific Islander () then ClientReportNhpiSubgroup SubgroupID = 4
If ...ClientReportRace Minor1 =Fijian () then ClientReportNhpiSubgroup SubgroupID = 4
If ...ClientReportRace Minor2 =Fijian () then ClientReportNhpiSubgroup SubgroupID = 4
If ...ClientReportRace Minor3 =Fijian () then ClientReportNhpiSubgroup SubgroupID = 4
If ...ClientReportRace Minor1 =Guamanian () then ClientReportNhpiSubgroup SubgroupID = 2
If ...ClientReportRace Minor2 =Guamanian () then ClientReportNhpiSubgroup SubgroupID = 2
If ...ClientReportRace Minor3 =Guamanian () then ClientReportNhpiSubgroup SubgroupID = 2
If ...ClientReportRace Minor1 =Native Hawaiian () then ClientReportNhpiSubgroup SubgroupID = 1
If ...ClientReportRace Minor2 =Native Hawaiian () then ClientReportNhpiSubgroup SubgroupID = 1
If ...ClientReportRace Minor3 =Native Hawaiian () then ClientReportNhpiSubgroup SubgroupID = 1
If ...ClientReportRace Minor1 =Samoan () then ClientReportNhpiSubgroup SubgroupID = 3
If ...ClientReportRace Minor2 =Samoan () then ClientReportNhpiSubgroup SubgroupID = 3
If ...ClientReportRace Minor3 =Samoan () then ClientReportNhpiSubgroup SubgroupID = 3

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If ...ClientReportRace Minor1 =Other Pacific Islander () then ClientReportNhpiSubgroup SubgroupID = 4
If ...ClientReportRace Minor2 =Other Pacific Islander () then ClientReportNhpiSubgroup SubgroupID = 4
If ...ClientReportRace Minor3 =Other Pacific Islander () then ClientReportNhpiSubgroup SubgroupID = 4
(will be able to report a total of 3 ClientReportNhpiSubgroup SubgroupID for 2014 RSR based upon data from all Race Minors if populated)"

- Element Name = SexAtBirth ID
 - "If ... Gender = Male () then SexAtBirth ID = 1
 - If ... Gender = Female () then SexAtBirth ID = 2
 - If ... Gender = Transgender MTF () then SexAtBirth ID = 1
 - If ... Gender = Transgender FTM () then SexAtBirth ID = 2
 - If ... Gender = Other () then SexAtBirth ID = ERROR **Validation Failed, Not allowed to Export**
 - If ... Gender = Unknown () then SexAtBirth ID = ERROR **Validation Failed, Not allowed to Export**
 - If ... Gender = Client refused to report () then SexAtBirth ID = ERROR **Validation Failed, Not allowed to Export**"
- Element Name = GenderID
 - "If ... Gender = Male () then GenderID = 1
 - If ... Gender = Female () then GenderID = 2
 - If ... Gender = Transgender MTF () then GenderID = 3
 - If ... Gender = Transgender FTM () then GenderID = 3
 - If ... Gender = Other () then GenderID = 4
 - If ... Gender = Unknown () then GenderID = 4
 - If ... Gender = Client refused to report () then GenderID = 4"
- Element Name = TransgenderID
 - "If ... Gender = Transgender MTF () then TransgenderID = 1
 - If ... Gender = Transgender FTM () then TransgenderID = 2"
- Element Name = PovertyLevelID
 - "If ... = HouseholdFamilyPoveryLevel <100 () then PovertyLevelID = 13
 - If ... = HouseholdFamilyPoveryLevel =100-138 () then PovertyLevelID = 9
 - If ... = HouseholdFamilyPoveryLevel =139-200 () then PovertyLevelID = 10
 - If ... = HouseholdFamilyPoveryLevel =201-250 () then PovertyLevelID = 11
 - If ... = HouseholdFamilyPoveryLevel =251-400 () then PovertyLevelID = 12
 - If ... = HouseholdFamilyPoveryLevel =401-500 () then PovertyLevelID = 7
 - If ... = HouseholdFamilyPoveryLevel >500 () then PovertyLevelID = 8"
- Element Name = HousingStatusID
 - "If ... = LivingSituation =Hurricane Ike Evacuee then HousingStatusID = 2
 - If ... = LivingSituation =Hurricane Katrina Evacuee then HousingStatusID = 2
 - If ... = LivingSituation =Hurricane Rita Evacuee then HousingStatusID = 2
 - If ... = LivingSituation =Homeless from the streets then HousingStatusID = 3
 - If ... = LivingSituation =Homeless from emergency shelter then HousingStatusID = 3
 - If ... = LivingSituation =Transitional housing then HousingStatusID = 2
 - If ... = LivingSituation =Psychiatric facility then HousingStatusID = 2
 - If ... = LivingSituation =Substance abuse treatment facility then HousingStatusID = 2
 - If ... = LivingSituation =Hospital or other medical facility then HousingStatusID = 2
 - If ... = LivingSituation =Jail/Prison then HousingStatusID = 2
 - If ... = LivingSituation =Living with relatives/friends then HousingStatusID = 1
 - If ... = LivingSituation =Rental housing then HousingStatusID = 1
 - If ... = LivingSituation =Participant-owned housing then HousingStatusID = 2
 - If ... = LivingSituation =Board care or assisted living then HousingStatusID = 1
 - If ... = LivingSituation =Rented room then HousingStatusID = 2
 - If ... = LivingSituation =Refused to answer then HousingStatusID = 3
 - If ... = LivingSituation =Other then HousingStatusID = 3
 - If ... = LivingSituation =Unknown then HousingStatusID = 3"

ATTACHMENT A

STATEMENT OF WORK

- Element Name = HivAidsStatusID
 - "If ... = cdcDiseaseStage = HIV Negative then HivAidsStatusID = 1
 - If ... = cdcDiseaseStage = HIV Positive, disease stage unknown then HivAidsStatusID = 3
 - If ... = cdcDiseaseStage = HIV Positive, asymptomatic then HivAidsStatusID = 2
 - If ... = cdcDiseaseStage = HIV Positive, symptomatic, not AIDS then HivAidsStatusID = 2
 - If ... = cdcDiseaseStage = HIV Positive, disabling then HivAidsStatusID = 2
 - If ... = cdcDiseaseStage = CDC-Defined AIDS then HivAidsStatusID = 4
 - If ... = cdcDiseaseStage = Disabling AIDS then HivAidsStatusID = 4
 - If ... = cdcDiseaseStage = Pediatric indeterminate and (days alive = TODAY - DOB) < 730 then HivAidsStatusID = 7
 - If ... = cdcDiseaseStage = Pediatric indeterminate and (days alive = TODAY - DOB) > 729 then HivAidsStatusID = ERROR **Validation Failed, Not allowed to Export**
 - If ... = cdcDiseaseStage = Pediatric, confirmed HIV Positive then HivAidsStatusID = 2
 - If ... = cdcDiseaseStage = Unreported then HivAidsStatusID = 1
 - If ... = cdcDiseaseStage = Unknown then HivAidsStatusID = 1"
- Element Name = ClientReportHivRiskFactor HivRiskFactorID
 - "If ... is Pediatric = 1 () then ClientReportHivRiskFactor HivRiskFactorID = 9
 - If ... is Sex with Male = 1 and Gender = Male () then ClientReportHivRiskFactor HivRiskFactorID = 1
 - If ... is Sex with Male = 1 and Gender = Female () then ClientReportHivRiskFactor HivRiskFactorID = 4
 - If ... is Sex with Female = 1 () then ClientReportHivRiskFactor HivRiskFactorID = 4
 - If ... is Injected nonprescription drugs = 1 () then ClientReportHivRiskFactor HivRiskFactorID = 2
 - If ... is Received clotting factor for hemophilia/coagulation disorder = 1 () then ClientReportHivRiskFactor HivRiskFactorID = 3
 - If ... is Received transfusion of blood/blood components (other than clotting factor), transplant of tissue/organs or artificial insemination = 1 () then ClientReportHivRiskFactor HivRiskFactorID = 5
 - If ... is Worked in healthcare or clinical lab setting = 1 () then ClientReportHivRiskFactor HivRiskFactorID = 9
 - If ... is Mother HIV infected/Perinatal transmission = 1 () then ClientReportHivRiskFactor HivRiskFactorID = 6
 - If ... is Sexual abuse (pediatric only) = 1 () then ClientReportHivRiskFactor HivRiskFactorID = 9
 - If ... is Other = 1 () then ClientReportHivRiskFactor HivRiskFactorID = 9
 - If ... is Unknown = 1 () then ClientReportHivRiskFactor HivRiskFactorID = 9"
- Element Name = ClientReportMedicalInsurance MedicalInsuranceID
 - "If ... = InsuranceSource = ADAP then ClientReportMedicalInsurance = 16
 - If ... = InsuranceSource = Public 1 then ClientReportMedicalInsurance = 12
 - If ... = InsuranceSource = Public 2 then ClientReportMedicalInsurance = 12
 - If ... = InsuranceSource = Private 1 and Note = Employer then ClientReportMedicalInsurance = 10
 - If ... = InsuranceSource = Private 1 and Note = Individual then ClientReportMedicalInsurance = 11
 - If ... = InsuranceSource = Private 1 and Note NOT= Employer or Individual then ClientReportMedicalInsurance = 15
 - If ... = InsuranceSource = Private 2 and Note = Employer then ClientReportMedicalInsurance = 10
 - If ... = InsuranceSource = Private 2 and Note = Individual then ClientReportMedicalInsurance = 11
 - If ... = InsuranceSource = Private 2 and Note NOT= Employer or Individual then ClientReportMedicalInsurance = 15
 - If ... = InsuranceSource = Private 3 and Note = Employer then ClientReportMedicalInsurance = 10
 - If ... = InsuranceSource = Private 3 and Note = Individual then ClientReportMedicalInsurance = 11
 - If ... = InsuranceSource = Private 3 and Note NOT= Employer or Individual then ClientReportMedicalInsurance = 15
 - If ... = InsuranceSource = Vision then ClientReportMedicalInsurance = 16
 - If ... = InsuranceSource = Dental then ClientReportMedicalInsurance = 16
 - If ... = InsuranceSource = Medi-Cal/Medicaid then ClientReportMedicalInsurance = 12
 - If ... = InsuranceSource = Veteran then ClientReportMedicalInsurance = 13
 - If ... = InsuranceSource = Medicare then ClientReportMedicalInsurance = 2
 - If ... = InsuranceSource = Other public insurance then ClientReportMedicalInsurance = 15

ATTACHMENT A

STATEMENT OF WORK

- If ... = InsuranceSource = Other then ClientReportMedicalInsurance = 15
If ... = InsuranceSource = Unknown then ClientReportMedicalInsurance = 16
If ... = InsuranceSource = No insurance then ClientReportMedicalInsurance = 16
If ... = InsuranceSource = Private - Employer then ClientReportMedicalInsurance = 10
If ... = InsuranceSource = Private - Individual then ClientReportMedicalInsurance = 11
If ... = InsuranceSource = Medicaid, CHIP or other public plan then ClientReportMedicalInsurance = 12
If ... = InsuranceSource = VA, Tricare and other military health care then ClientReportMedicalInsurance = 13
If ... = InsuranceSource = Indian Health Service (IHS) then ClientReportMedicalInsurance = 14"
- Element Name = HIVDiagnosisYear
"If ... = cdcDiseaseStage = HIV Positive, disease stage unknown then yearFirstHIVPos = HIVDiagnosisYear
If ... = cdcDiseaseStage = HIV Positive, asymptomatic then yearFirstHIVPos = HIVDiagnosisYear
If ... = cdcDiseaseStage = HIV Positive, symptomatic, not AIDS then yearFirstHIVPos = HIVDiagnosisYear
If ... = cdcDiseaseStage = HIV Positive, disabling then yearFirstHIVPos = HIVDiagnosisYear
If ... = cdcDiseaseStage = CDC-Defined AIDS then yearFirstHIVPos = HIVDiagnosisYear
If ... = cdcDiseaseStage = Disabling AIDS then yearFirstHIVPos = HIVDiagnosisYear
If ... = cdcDiseaseStage = Pediatric, confirmed HIV Positive then yearFirstHIVPos = HIVDiagnosisYear
If ... = cdcDiseaseStage = Unreported then HivAidsStatusID = ERROR **Validation Failed, Not allowed to Export**
If ... = cdcDiseaseStage = Unknown then HivAidsStatusID = ERROR **Validation Failed, Not allowed to Export**"
 - Element Name = "ClientReportServiceVisits + ServiceVisit + ServiceID + Visits"
"If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Outpatient/Ambulatory Medical Care () then ClientReportServiceVisits =
ServiceVisit
ServiceID = 8
Visits = count (meeting condition. 1-365 and must be an integer)
If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Oral Health Care () then ClientReportServiceVisits =
ServiceVisit
ServiceID = 10
Visits = count (meeting condition. 1-365 and must be an integer)
If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Early Intervention Services (Parts A and B) () then ClientReportServiceVisits =
ServiceVisit
ServiceID = 11
Visits = count (meeting condition. 1-365 and must be an integer)
If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Home Health Care () then ClientReportServiceVisits =
ServiceVisit
ServiceID = 13
Visits = count (meeting above condition. 1-365 and must be an integer)
If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Home and Community-Based Health Services () then ClientReportServiceVisits =
ServiceVisit
ServiceID = 14
Visits = count (meeting condition. 1-365 and must be an integer)
If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Hospice Services () then ClientReportServiceVisits =
ServiceVisit
ServiceID = 15
Visits = count (meeting condition. 1-365 and must be an integer)

ATTACHMENT A

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If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Mental Health Services () then ClientReportServiceVisits =

ServiceVisit

ServiceID = 16

Visits = count (meeting condition. 1-365 and must be an integer)

If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Medical Nutrition Therapy () then ClientReportServiceVisits =

ServiceVisit

ServiceID = 17

Visits = count (meeting above condition. 1-365 and must be an integer)

If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Medical Case Management (including Treatment Adherence) () then ClientReportServiceVisits =

ServiceVisit

ServiceID = 18

Visits = count (meeting above condition. 1-365 and must be an integer)

If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Substance Abuse Services - Outpatient () then ClientReportServiceVisits =

ServiceVisit

ServiceID = 19

Visits = count (meeting above condition. 1-365 and must be an integer)"

- o Element Name = "ClientReportServiceDelivered + ServiceDelivered + ServiceID + DeliveredID"

"If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = AIDS Pharmaceutical Assistance (local) () then ClientReportServiceDelivered =

ServiceDelivered

ServiceID = 9

DeliveredID = 2

If ... Program = CARE-HIPP () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Health Insurance Premium and Cost Sharing Assistance () then ClientReportServiceDelivered =

ServiceDelivered

ServiceID = 12

DeliveredID = 2

If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Case Management (non-medical) () then ClientReportServiceDelivered =

ServiceDelivered

ServiceID = 20

DeliveredID = 2

If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Child Care Services () then ClientReportServiceDelivered =

ServiceDelivered

ServiceID = 21

DeliveredID = 2

If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Pediatric Development Assessment/Early Intervention Services () then

ClientReportServiceDelivered =

ServiceDelivered

ServiceID = 22

DeliveredID = 2

If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Emergency Financial Assistance () then ClientReportServiceDelivered =

ServiceDelivered

ServiceID = 23

DeliveredID = 2

If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Food bank/Home-Delivered Meals () then ClientReportServiceDelivered =

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ServiceDelivered
ServiceID = 24
DeliveredID = 2
If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Health Education/Risk Reduction () then ClientReportServiceDelivered =
ServiceDelivered
ServiceID = 25
DeliveredID = 2
If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Housing Services () then ClientReportServiceDelivered =
ServiceDelivered
ServiceID = 26
DeliveredID = 2
If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Legal Services () then ClientReportServiceDelivered =
ServiceDelivered
ServiceID = 27
DeliveredID = 2
If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Linguistic Services () then ClientReportServiceDelivered =
ServiceDelivered
ServiceID = 28
DeliveredID = 2
If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Medical Transportation Services () then ClientReportServiceDelivered =
ServiceDelivered
ServiceID = 29
DeliveredID = 2
If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Outreach Services () then ClientReportServiceDelivered =
ServiceDelivered
ServiceID = 30
DeliveredID = 2
If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Permanency Planning () then ClientReportServiceDelivered =
ServiceDelivered
ServiceID = 31
DeliveredID = 2
If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Psychosocial Support Services () then ClientReportServiceDelivered =
ServiceDelivered
ServiceID = 32
DeliveredID = 2
If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Referral for Health Care/Supportive Services () then ClientReportServiceDelivered =
ServiceDelivered
ServiceID = 33
DeliveredID = 2
If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Rehabilitation Services () then ClientReportServiceDelivered =
ServiceDelivered
ServiceID = 34
DeliveredID = 2
If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Respite Care () then ClientReportServiceDelivered =

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- ServiceDelivered
ServiceID = 35
DeliveredID = 2
If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Substance Abuse Services - Residential () then ClientReportServiceDelivered =
ServiceDelivered
ServiceID = 36
DeliveredID = 2
If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Treatment Adherence Counseling (non-medical) () then ClientReportServiceDelivered =
ServiceDelivered
ServiceID = 37
DeliveredID = 2"
- Element Name = RiskScreeningProvidedID
"If ... Risk Reduction Screening Date is between 1/1/2014 - 12/31/2014 = then RiskScreeningProvidedID = 2
ELSE RiskScreeningProvidedID = 1"
 - Element Name = FirstAmbulatoryCareDate
If ... Program = Ryan White () and If ... Contract "Is Ryan White Funded" = True () and If ... Primary Service = Outpatient/Ambulatory Medical Care () then MIN (Date of Service) = FirstAmbulatoryCareDate
 - Element Name = ClientReportAmbulatoryService ServiceDate
"If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Outpatient/Ambulatory Medical Care () then
ClientReportAmbulatoryService
ServiceDate = Date of Service
(There may be multiples, Repeat if condition still met)"
 - Element Name = "ClientReportCd4Test + Cd4Test + Count + ServiceDate
"If ... CD4 Date is between 1/1/2014 - 12/31/2014 () then ClientReportClientReportCD4Test =
CD4Test
Count = value (zero is allowable)
ServiceDate = CD4 Date
(There may be multiples, Repeat if condition still met)"
 - Element Name = ClientReportViralLoadTest + ViralLoadTest + Count + ServiceDate
"If ... Viral Load Date is between 1/1/2014 - 12/31/2014 () then ClientReportClientReportViralLoadTest =
ViralLoadTest
Count = value (for any Viral Load value decrement by one or increment by one as necessary to create an integer value greater than zero)
ServiceDate = Viral Load Date
(There may be multiples, Repeat if condition still met)"
 - Element Name = PrescribedPcpProphylaxisID
"If ... Immunization Type = PCP and Immunization Date is between 1/1/2014 - 12/31/2014 and Test Medically Indicated is ""No""() then PrescribedPcpProphylaxisID = 3
OR
If ... Immunization Type = PCP and Immunization Date is between 1/1/2014 - 12/31/2014 and Test Medically Indicated is NOT ""No""() then PrescribedPcpProphylaxisID = 2
ELSE PrescribedPcpProphylaxisID = 1"
 - Element Name = PrescribedArtID
"If ... Anti-retroviral Drugs Start Date is between 1/1/2014 - 12/31/2014 () then PrescribedArtID = 1
OR
If ... ART Meds Adherence Date is between 1/1/2014 - 12/31/2014 () then PrescribedArtID = 1
OR

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If ... ART Type Start Date is between 1/1/2014 - 12/31/2014 and Reason not on ART is NULL () then PrescribedArtID = 1
If ... ART Type Start Date is between 1/1/2014 - 12/31/2014 and Reason not on ART is Not Medically Indicated () then PrescribedArtID = 7
If ... ART Type Start Date is between 1/1/2014 - 12/31/2014 and Reason not on ART is Not Ready (determined by clinician) () then PrescribedArtID = 3
If ... ART Type Start Date is between 1/1/2014 - 12/31/2014 and Reason not on ART is Client Refused () then PrescribedArtID = 4
If ... ART Type Start Date is between 1/1/2014 - 12/31/2014 and Reason not on ART is Intolerance, side-effects, toxicity () then PrescribedArtID = 5
If ... ART Type Start Date is between 1/1/2014 - 12/31/2014 and Reason not on ART is Payment assistance unavailable () then PrescribedArtID = 6
If ... ART Type Start Date is between 1/1/2014 - 12/31/2014 and Reason not on ART is Other () then PrescribedArtID = 7
If ... ART Type Start Date is between 1/1/2014 - 12/31/2014 and Reason not on ART is Unknown () then PrescribedArtID = 7"

- Element Name = ScreenedTBSinceHivDiagnosisID
 - "If ... TB Treatment Date is after Year First Tested HIV Pos Date and TB Treatment Type = Prophylaxis () then ScreenedTBSinceHivDiagnosisID = 2
 - OR
 - If ... TB Treatment Date is after Year First Tested HIV Pos Date and TB Treatment Type = Treatment () then ScreenedTBSinceHivDiagnosisID = 2
 - OR
 - If ... Date PPD/TST Placed is after Year First Tested HIV Pos Date () then ScreenedTBSinceHivDiagnosisID = 2
 - OR
 - If ... Date PPD/TST Read is after Year First Tested HIV Pos Date () then ScreenedTBSinceHivDiagnosisID = 2
 - OR
 - If ... IGRA Date is after Year First Tested HIV Pos Date () then ScreenedTBSinceHivDiagnosisID = 2
 - OR
 - If ... Chest X-Ray Date is after Year First Tested HIV Pos Date () then ScreenedTBSinceHivDiagnosisID = 2
 - OR
 - If ... Treatment Start Date is after Year First Tested HIV Pos Date () then ScreenedTBSinceHivDiagnosisID = 2
 - OR
 - If ... Treatment End Date is after Year First Tested HIV Pos Date () then ScreenedTBSinceHivDiagnosisID = 2
 - OR
 - If ... Date of TB Diagnosis is after Year First Tested HIV Pos Date () then ScreenedTBSinceHivDiagnosisID = 2
 - OR
 - If ... TB Test Medically Indicated Date is after Year First Tested HIV Pos Date and TB Test Medically Indicated is NOT ""No"" () then ScreenedTBSinceHivDiagnosisID = 2
 - OR
 - If ... TB Test Medically Indicated Date is after Year First Tested HIV Pos Date and TB Test Medically Indicated is ""No"" () then ScreenedTBSinceHivDiagnosisID = 3
 - ELSE ScreenedTBSinceHivDiagnosisID = 1"
- Element Name = ScreenedSyphilisID
 - "If ... (12/31/2014 - DOB) > 17 and STI/Hepatitis = Syphilis and Date is between 1/1/2014 - 12/31/2014 and Diagnosis = ""Not medically indicated"" () then ScreenedSyphilisID = 3
 - If ... (12/31/2014 - DOB) > 17 and STI/Hepatitis = Syphilis and Date is between 1/1/2014 - 12/31/2014 and and Diagnosis NOT ""Not medically indicated"" () then ScreenedSyphilisID = 2

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ELSE (12/31/2014 - DOB) > 17 then ScreenedSyphilisID = 1"

- Element Name = ScreenedHepatitisBSinceHivDiagnosisID
"If ... STI/Hepatitis = Hepatitis B and Diagnosis = ""Not medically indicated"" () then
ScreenedHepatitisBSinceHivDiagnosisID = 3
If ... STI/Hepatitis = Hepatitis B and and Test Date is after Year First Tested HIV Pos Date () then
ScreenedHepatitisBSinceHivDiagnosisID = 2
OR
If ... Immunization Type = Hepatitis B - Dose 1 and Immunization Date is between 1/1/2014 - 12/31/2014
then ScreenedHepatitisBSinceHivDiagnosisID = 2
OR
If ... Immunization Type = Hepatitis B - Dose 2 and Immunization Date is between 1/1/2014 - 12/31/2014
then ScreenedHepatitisBSinceHivDiagnosisID = 2
OR
If ... Immunization Type = Hepatitis B - Dose 3 and Immunization Date is between 1/1/2014 - 12/31/2014
then ScreenedHepatitisBSinceHivDiagnosisID = 2
OR
If ... Immunization Type = Twinrix01 and Immunization Date is between 1/1/2014 - 12/31/2014 then
ScreenedHepatitisBSinceHivDiagnosisID = 2
OR
If ... Immunization Type = Twinrix02 and Immunization Date is between 1/1/2014 - 12/31/2014 then
ScreenedHepatitisBSinceHivDiagnosisID = 2
OR
If ... Immunization Type = Twinrix03 and Immunization Date is between 1/1/2014 - 12/31/2014 then
ScreenedHepatitisBSinceHivDiagnosisID = 2
ELSE ScreenedHepatitisBSinceHivDiagnosisID = 1"
- Element Name = VaccinatedHepatitisBID
"If ... STI/Hepatitis = Hepatitis B and Diagnosis = ""Not medically indicated"" () then
VaccinatedHepatitisBID = 3
If ... STI/Hepatitis = Hepatitis B and Treatment Outcome = Completed () then VaccinatedHepatitisBID =
2
ELSE VaccinatedHepatitisBID = 1"
- Element Name = ScreenedHepatitisCSinceHivDiagnosisID
"If ... STI/Hepatitis = Hepatitis C and Test Date is after Year First Tested HIV Pos Date and Diagnosis =
""Not medically indicated"" () then ScreenedHepatitisCSinceHivDiagnosisID = 3
If ... STI/Hepatitis = Hepatitis C and Test Date is after Year First Tested HIV Pos Date and Diagnosis NOT
""Not medically indicated"" () then ScreenedHepatitisCSinceHivDiagnosisID = 2
ELSE ScreenedHepatitisCSinceHivDiagnosisID = 1"
- Element Name = ScreenedSubstanceAbuseID
"If ... Substance Abuse Screening Date is between 1/1/2014 - 12/31/2014 ()
OR
If ... Substance Abuse and Mental Illness Symptoms Screener (SAMISS) Date is between 1/1/2014 -
12/31/2014 () then ScreenedSubstanceAbuseID = 2
ELSE ScreenedSubstanceAbuseID = 1"
- Element Name = ScreenedMentalHealthID
"If ... Mental Health Screening Date is between 1/1/2014 - 12/31/2014 ()
OR
If ... Substance Abuse and Mental Illness Symptoms Screener (SAMISS) Date is between 1/1/2014 -
12/31/2014 () then ScreenedMentalHealthID = 2
ELSE ScreenedMentalHealthID = 1"
- Element Name = ReceivedCervicalPapSmearID
"If ... Pap Smear & Pelvic Exam Date is between 1/1/2014 - 12/31/2014 and Gender = Female () then
ReceivedCervicalPapSmearID = 2"

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If ... Pap Smear & Pelvic Exam Date is between 1/1/2014 - 12/31/2014 and Gender = Transgender MTF ()
then ReceivedCervicalPapSmearID = 4
ELSE ReceivedCervicalPapSmearID = 1"

o Element Name = PregnantID

"If ... Date first reported pregnant is between 1/1/2014 - 12/31/2014 ()

Or

If ... (Date first reported pregnant is after 4/1/2013 and Date of Pregnancy Outcome is not before 1/1/2014
())

Or

If ... (Estimated Date of Conception is between 1/1/2014 - 12/31/2014)

Or

If ... ((Estimated Delivery Date is between 1/1/2014 - 12/31/2014 () and Date of Pregnancy Outcome is not
before 1/1/2014 ())

Or

If ... Date Prenatal Care Began is between 1/1/2014 - 12/31/2014 ()

Or

If ... Date Received ART Counseling is between 1/1/2014 - 12/31/2014 ()

Or

If ... Date Started ART Treatment is between 1/1/2014 - 12/31/2014 ()

Or

If ... Date of Pregnancy Outcome is between 1/1/2014 - 12/31/2014 ()

AND

If ... = cdcDiseaseStage = HIV Negative then **Do NOT Report**

If ... = cdcDiseaseStage = HIV Positive, disease stage unknown then PregnantID = 2

If ... = cdcDiseaseStage = HIV Positive, asymptomatic then PregnantID = 2

If ... = cdcDiseaseStage = HIV Positive, symptomatic, not AIDS then PregnantID = 2

If ... = cdcDiseaseStage = HIV Positive, disabling then PregnantID = 2

If ... = cdcDiseaseStage = CDC-Defined AIDS then PregnantID = 2

If ... = cdcDiseaseStage = Disabling AIDS then PregnantID = 2

If ... = cdcDiseaseStage = Pediatric indeterminate and (days alive = TODAY - DOB) < 730 then **Do NOT
Report**

If ... = cdcDiseaseStage = Pediatric indeterminate and (days alive = TODAY - DOB) > 729 then **Do NOT
Report**

If ... = cdcDiseaseStage = Pediatric, confirmed HIV Positive then **Do NOT Report**

If ... = cdcDiseaseStage = Unreported then **Do NOT Report**

If ... = cdcDiseaseStage = Unknown then **Do NOT Report**"

o Element Name = HIVPosTestDate

"If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary
Service = Outpatient/Ambulatory Medical Care () and Date of Service is between 1/1/2014 - 12/31/2014

Or

If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary
Service = Oral Health Care () and Date of Service is between 1/1/2014 - 12/31/2014

Or

If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary
Service = Early Intervention Services (Parts A and B) () and Date of Service is between 1/1/2014 -
12/31/2014

Or

If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary
Service = Home Health Care () and Date of Service is between 1/1/2014 - 12/31/2014

Or

If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary
Service = Home and Community-Based Health Services () and Date of Service is between 1/1/2014 -
12/31/2014

Or

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If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Hospice Services () and Date of Service is between 1/1/2014 - 12/31/2014

Or

If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Mental Health Services () and Date of Service is between 1/1/2014 - 12/31/2014

Or

If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Medical Nutrition Therapy () and Date of Service is between 1/1/2014 - 12/31/2014

Or

If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Medical Case Management (including Treatment Adherence) () and Date of Service is between 1/1/2014 - 12/31/2014

Or

If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Substance Abuse Services - Outpatient () and Date of Service is between 1/1/2014 - 12/31/2014

AND

If ... HIV Test Date is between 1/1/2014 - 12/31/2014 and HIV Test Result = Positive and no other prior HIV Test Date with a Positive HIV Test Result
then HIV Test Date = HIVPosTestDate"

o Element Name = OAMClinkDate

"If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Outpatient/Ambulatory Medical Care () and Date of Service is between 1/1/2014 - 12/31/2014

Or

If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Oral Health Care () and Date of Service is between 1/1/2014 - 12/31/2014

Or

If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Early Intervention Services (Parts A and B) () and Date of Service is between 1/1/2014 - 12/31/2014

Or

If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Home Health Care () and Date of Service is between 1/1/2014 - 12/31/2014

Or

If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Home and Community-Based Health Services () and Date of Service is between 1/1/2014 - 12/31/2014

Or

If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Hospice Services () and Date of Service is between 1/1/2014 - 12/31/2014

Or

If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Mental Health Services () and Date of Service is between 1/1/2014 - 12/31/2014

Or

If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Medical Nutrition Therapy () and Date of Service is between 1/1/2014 - 12/31/2014

Or

If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Medical Case Management (including Treatment Adherence) () and Date of Service is between 1/1/2014 - 12/31/2014

Or

If ... Program = Ryan White () and If ... Contract ""Is Ryan White Funded"" = True () and If ... Primary Service = Substance Abuse Services - Outpatient () and Date of Service is between 1/1/2014 - 12/31/2014

AND

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If ... HIV Test Date is between 1/1/2014 - 12/31/2014 and HIV Test Result = Positive and no other prior HIV Test Date with a Positive HIV Test Result
then MIN (Date of Service) = OAMClinkDate"

- **2014 RSR Note1:** The above coding rules specify the dates of 1/1/2014 – 12/31/2014. These dates do not need to be hard coded, but can be passed/read into by the date selection dropdown selection as part of existing functionality to ensure that Providers can still utilize the Validation portion of the RSR even if run on a specific date that would contain less than a full years' worth of clients/data¹³.
- **2014 RSR Note2:** As the contract process has taken months longer than expected and DSHS is nearing 18 months of non-compliance with HRSA Insurance reporting, DSHS will be piloting minor insurance changes to ARIES TEST and will engage at least two providers to participate in the internal testing. DSHS is listing these to provide TQG with information that they may choose to code the 2014 RSR changes in a slightly different manner and still meet DSHS coding rules listed above. This is considered part of 2014 RSR. TQG and DSHS Product Manager or designate for clarification and discussion on how the Insurance changes were developed¹⁴, which are as follows (NOTE: DSHS has changed no source code to make these configuration changes):
 - **Insurance Source:**
 - Data Label: Private - Individual
 - Data Value: Private – Individual
 - Data Label: Private – Employer
 - Data Value: Private – Employer
 - Data Label: Medicare Part A
 - Data Value: Medicare Part A
 - Data Label: Medicare Part B
 - Data Value: Medicare Part B
 - Data Label: Medicare Part D
 - Data Value: Medicare Part D
 - Data Label: Medicaid, CHIP or other public plan
 - Data Value: Medicaid, CHIP or other public plan
 - Data Label: VA, Tricare and other military health care
 - Data Value: VA, Tricare and other military health care
 - Data Label: Indian Health Service (IHS)
 - Data Value: Indian Health Service (IHS)
 - Data Label: Other
 - Data Value: Other
 - Data Label: No insurance
 - Data Value: No insurance
 - Data Label: ADAP (< 2014)
 - Data Value: ADAP
 - Data Label: Dental (< 2014)
 - Data Value: Dental
 - Data Label: Medicare (< 2014)
 - Data Value: Medicare
 - Data Label: Medi-Cal/Medicaid (< 2014)
 - Data Value: Medi-Cal/Medicaid
 - Data Label: Other public insurance (< 2014)
 - Data Value: Other public insurance
 - Data Label: Private 1 (< 2014)
 - Data Value: Private 1
 - Data Label: Private 2 (< 2014)
 - Data Value: Private 2

¹³ New clarification of 2014 RSR requirements will effect Coding Rules in section above

¹⁴ New clarification of 2014 RSR requirements will effect Coding Rules in section above

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Data Label: Private 3 (< 2014)

Data Value: Private 3

Data Label: Public 1 (< 2014)

Data Value: Public 1

Data Label: Public 2 (< 2014)

Data Value: Public 2

Data Label: Unknown (< 2014)

Data Value: Unknown

Data Label: Veteran (< 2014)

Data Value: Veteran

Data Label: Vision (< 2014)

Data Value: Vision

- **Insurance Carrier:** This list has changed as part of 2014 RSR and ACA Implementation
- **Insurance Type:** This list has changed as part of 2014 RSR and ACA Implementation
 - ACA - Silver
 - ACA - Bronze
 - ACA - Gold
 - ACA - Platinum
 - ACA - Catastrophic
 - ACA - CPCDMS (Harris County) Import
 - ACA - EMR (County/Area) Import
 - ACA - EMR (County/Area) Import
- **2014 RSR Note3:** Minor additions to the ARIES dropdown values are expected after 8/1/2015 for Enrollment Status with “Incarcerated” becoming allowed. This is also part of the 2014 RSR Implementation although not listed in coding rules above¹⁵.
- **Modify ARIES Import Schema:**
 - Update current Import Schemas to include new reportable variables/data;
 - Update current Import Samples for providers to use.
- Add reporting capabilities to run the existing and/or ad-hoc reports to be filtered on new HRSA variables/data. DSHS understands that ARIES has tables and multiple fields pre-populated with RSR values to aid in the optimization of running the RSR and greatly reduces the time needed to complete the Report. Clarification will need to be made as to the exact nature of each table and each variable and how many (if any) will be affected once the contract is signed¹⁶;
- Modify ARIES so that Ryan White Funded Health Care Facilities are able to electronically submit client-level data to HRSA:
 - Update export features in ARIES to electronically submit client level data to HRSA by producing an XML export file meeting HRSA requirements.
 - Ensure export feature meets encryption requirements, such as encryption of the client identifiers that go into the XML, or the hash algorithm used (DSHS is currently in discussion with non-ARIES Grantees/Providers who also upload directly to HRSA the RSR. DSHS wants to ensure that the entire State is consistently applying the same algorithm for encryption to allow HRSA to accurately unduplicate clients. DSHS is currently leaning towards having TQG to use the following ClientUCI definition for 2014 RSR and going forward until modified by HAB: The encrypted, unique client identifier generated by the HAB Unique Client Identifier (UCI) generation utilities. Allowed Values = 40-character upper-case, hexadecimal string plus a single character in the range A-Z. Schema = <ClientUci>(0-9|A-F)*40 + (A-Z)*1, length 41</ClientUci >.

¹⁵ New clarification of 2014 RSR requirements will effect Coding Rules in section above

¹⁶ Clarification of 2014 RSR requirements

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If Texas cannot use the same algorithm consistently at this time, then DSHS wants TQG to utilize the 2013 RSR encryption algorithm); also, any other encryption features the application provides.

- Ensure existing Report and Export Capabilities continue to work correctly to produce historical information. This assumes that the updates will not remove the capability for DSHS to create documents for previous years¹⁷.
- Need to update ARIES Schemas for any variable/data/schematic changes that allow the import ability that currently exists (for contracting agencies around Texas to keep functioning). For example, Signa/Cigna change pushed out to ensure workability, etc.¹⁸
- Updating this ability to add new variables/data/etc. allows providers who do not have the staffing and funding to immediately change their EMR Exports to match new schemas. Will slowly be replaced as providers conform to new standards¹⁹.
- Assess and recommend solutions with **Document Upload Feature** in the Test and Production Environments – Symantec Protection Engine error messages²⁰
- Assess and recommend interpretations of ARIES generated error messages on DSHS environments.
- Assessment and recommendations for assisting DSHS to bring existing ARIES TEST and Production environments into technical standards compliance
- **Houston Import Issue**
Provide recommended solution to DSHS to allow data to flow into ARIES (code completed by TQG per 2014 invoices but not delivered per 2014 invoice²¹). There is an issue with data dropping/created in error for one of the agencies in the Houston area that uses the Import function in ARIES. TQG previously identified the problem and coded a fix to resolve this issue (most likely in R23). There is currently no DSHS staff that know any specifics on this issue and it is unknown if the Houston agency is still importing corrupted data or not. There have also been staffing changes at the Houston AA, and they also do not know which agency and what the specifics on the issue. DSHS is inquiring as to whether or not TQG remains the most likely repository of information (as Josh Wynd remains employed there and correspondence from DSHS would have gone to him). DSHS would like TQG's review and assessment of this functionality's existence in the code.
- **2014 HAB Performance Measures Modifications**
HRSA updated the Performance Measures in November 2013. DSHS would like to see a demonstration of this functionality as implemented for California ARIES, Colorado ARIES, & Nevada ARIES. Specific requirements for HAB (HIV/AIDS Bureau) Performance Measures can be submitted to TQG following a product demonstration for existing functionality²². DSHS would like TQG to assess and recommend functionality for this feature.
- **2014 HOPWA + HUD Modifications**
Refer to TQG ARIES R22 Release Notes for all HOPWA functionality needed here. DSHS also knows that additional changes to HOPWA were made to ARIES after R22, but DSHS does not have visibility into these details due to DSHS understaffing. DSHS believes they may need to update as per California releases, but such an upgrade is not included in this scope of work²³. DSHS would like TQG to assess and recommend functionality for this feature.
- **2014 WICY Modifications**
DSHS requests demonstration of this functionality as implemented for California ARIES, Colorado ARIES, &

¹⁷ From the DSHS Answers to the Vendor Questions 2/5/2015 Q&A 3

¹⁸ From the Clarification Questions to the Proposal for the ARIES document 3/31/2015 page 11

¹⁹ From the Clarification Questions to the Proposal for the ARIES document 3/31/2015 page 11

²⁰ From the TQG Proposal 2/13/2015 page 32

²¹ From the Clarification Questions to the Proposal for the ARIES document 3/31/2015 page 11

²² From the Clarification Questions to the Proposal for the ARIES document 3/31/2015 page 10

²³ From the Clarification Questions to the Proposal for the ARIES document 3/31/2015 page 10

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Nevada ARIES. Specific requirements to follow TQG demonstration²⁴. DSHS would like TQG to assess and recommend functionality for this feature.

- **ACA Reporting**
2015 RSR reporting is not currently finalized but HRSA specifically mentioned Insurance ACA Reporting at the end of their 2014 RSR presentation; limited information available at this time, new variables possible. DSHS would like to see a demonstration of this Insurance ACA Reporting functionality as implemented for California ARIES, Colorado ARIES, & Nevada ARIES. Fully detailed requirements for 2015 Insurance ACA Reporting as well as all other RSR2015 functionality can be created and submitted to TQG following a product demo, as well as once the published HRSA requirements and DSHS interpretation are completed²⁵. DSHS is most interested in how TQG is handling the HRSA requirement for “Eligibility” for 2015 RSR.
- Assess and Recommend Solutions – ‘bogus client’ problem/delete client functionality²⁶
- Provide guidance memo to setup and configure new instances of ARIES to be used as TX Demo and QA sites²⁷
- Document Processes
 - Modify the ARIES online help documentation to reflect changes and end-user documentation for each release.
 - Develop Release Notes for each release.
 - Update the ARIES Client, Import, Report Export, and Admin manuals.

Clarification 1: TQG has stated that the ARIES Client manual, ARIES Import manual, and the ARIES Report Export manual will be bundled/contained in each release and are not individual available as individual deliverables²⁸.

Clarification 2 on Admin Manual: This was always desired, but has been historically de-prioritized on the upgrade/update/enhancement list. The priorities are Admin, then Import, and then Report Export. DSHS will need the updated Admin Manual for all the incremental releases including the “target” Release TX-A. Changes imply updated import changes as well. The objective is to leverage current XML documents, not XMLs that are outdated²⁹.

Clarification 3 on Admin manual: TQG has provided DSHS cost for this as an individual deliverable³⁰. The original Target Due Date submitted by TQG is August 30, 2015. TQG is not bound by the original term of 8/31/2015, but instead of 8/31/2017. DSHS wants to ensure this individual deliverable does not have a negative impact on the timeframe/delivery date of other deliverables listed in the SOW and is fully expecting delivery after 8/31/2015. DSHS will work with TQG on a timeframe/delivery date by 8/31/2016 or TBD due to currently unforeseen future needs such as newly required changes to meet federal or state laws.

²⁴ From the Clarification Questions to the Proposal for the ARIES document 3/31/2015 page 10

²⁵ From the Clarification Questions to the Proposal for the ARIES document 3/31/2015 page 10

²⁶ From the TQG Proposal 2/13/2015 page 32

²⁷ From the TQG Proposal 2/13/2015 page 31

²⁸ From the DSHS Clarification Questions 2/27/2015 ID 11, 12, 13

²⁹ From the DSHS Answers to the Vendor Questions 2/5/2015 Q&A 4

³⁰ From the DSHS Clarification Questions 2/27/2015 ID 14 for \$497,000

ATTACHMENT B

SUPPLEMENTAL AND SPECIAL CONDITIONS

The Uniform Terms and Conditions, Attachment C of this Contract, are revised as follows:

Section 3.01 Funding, is revised by adding the following:

Any termination under this Section will be subject to an equitable settlement between the Parties.

Section 5.02 Intellectual Property is deleted in its entirety and replaced with the following:

- a. The System Agency and Contractor will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Contractor grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Provider in the performance of services under this Contract. Contractor shall retain ownership of, and unrestricted right to use, any of its Intellectual Property. The services performed and any Deliverables produced pursuant to this Contract are not "works made for hire."
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Contractor in performing services under this Contract.

The following clauses are added to the Contract:

Section 1.01 Notice of Legal Matter or Litigation.

Contractor shall notify the contract manager assigned to this Contract of any litigation or legal matter related to or affecting this Contract within seven calendar days of becoming aware of the litigation or legal matter.

Section 1.02 Notice of a Contract Action.

Contractor shall notify their assigned contract manager assigned to the contract if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

- a. Reason for such action;
- b. Name and contact information of the local, state or federal department or agency or entity;
- c. Date of the contract;
- d. Date of suspension or termination; and
- e. Contract or case reference number.

Section 1.03 Notice of Bankruptcy.

Contractor shall notify in writing their assigned contract manager assigned of its plan to seek bankruptcy protection within five days of such action by Contractor.

Section 1.04 Notice of Criminal Activity and Disciplinary Actions.

- a. Contractor shall immediately report in writing their contract manager when the Contractor has knowledge or reason to believe any that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, subcontractor or volunteer that is providing services under this Contract has engaged in any activity that:

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SUPPLEMENTAL AND SPECIAL CONDITIONS

1. Would constitute a criminal offense equal to or greater than a Class A misdemeanor; and
 2. Reasonably would constitute grounds for disciplinary action by a state or federal regulatory authority; or
 3. Has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
- b. Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by DSHS.

Section 1.05 Contractor's Notification of Change of Contact Person or Key Personnel.

Within ten days shall notify in writing the contract manager assigned to the Contract of any change enumerated in the Contractor's Contact Person or Key Personnel.

Section 1.06 Notice of IRS or TWC Insolvency.

Contractor shall notify in writing their assigned contract manager their insolvency, incapacity or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission within 5 days of the date of becoming aware of such.

Section 1.07 Interim Extension Amendment.

- a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.
- b. DSHS/HHSC shall provide written notice of interim extension amendment to the Contractor under one of the following circumstances:
 1. Continue provision of services in response to a disaster declared by the governor; or
 2. To ensure that services are provided to clients without interruption.
- c. DSHS will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
- d. Contractor will provide and invoice for services in the same manner that is stated in the Contract.
- e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
- f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by HHS/DSHS.

ATTACHMENT C

GENERAL AFFIRMATIONS

By entering into this Contract, Contractor affirms, without exception, as follows:

1. Contractor represents and warrants that these General Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, Subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract.
2. Contractor represents and warrants that all statements and information provided to the Enterprise Agency are current, complete, and accurate. This includes all statements and information relating in any manner to this Contract and any solicitation resulting in this Contract.
3. Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
4. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Section 2155.006, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
6. Under Section 2261.053, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
7. Under Section 231.006, Texas Family Code (relating to delinquent child support), Contractor certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
8. Contractor certifies that: a) the entity executing this Contract; b) its principals; c) its Subcontractors; and d) any personnel designated to perform services related to this Contract are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or Agency. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.
9. Contractor certifies that it, its principals, its Subcontractors, and any personnel designated to perform services related to this Contract are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity.

ATTACHMENT C

GENERAL AFFIRMATIONS

10. Contractor certifies it is in compliance with all State of Texas statutes and rules relating to procurement; and that a) the entity executing this Contract; b) its principals; c) its Subcontractors; and d) any personnel designated to perform services related to this Contract are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM/>, which Contractor may review in making this certification. Contractor acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.
11. In accordance with Texas Government Code Section 669.003 (relating to contracting with the executive head of a state agency), Contractor certifies that it a) is not the executive head of the Enterprise Agency; b) was not at any time during the past four (4) years the executive head of the Enterprise Agency; and c) does not employ a current or former executive head of the Enterprise Agency.
12. Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
13. Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
14. Contractor represents and warrants that it will comply with Texas Government Code Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.
15. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Contractor will not allow any former employee of the Enterprise Agency to perform services under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the Enterprise Agency.
16. Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of the Enterprise Agency who during the period of state service or employment participated on behalf of the Enterprise Agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the officer's or employee's service or employment with the Enterprise Agency ceased.
17. Contractor understands that the Enterprise Agency does not tolerate any type of fraud. The Enterprise Agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State

ATTACHMENT C

GENERAL AFFIRMATIONS

Auditor's Office. Contractor agrees to comply with all applicable laws, rules, regulations, and Enterprise Agency policies regarding fraud including, but not limited to, HHS Circular C-027.

18. Contractor represents and warrants that it has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Contractor hereby assigns to Enterprise Agency any claims for overcharges associated with this Contract under 15 U.S.C. § 1, *et seq.*, and Texas Business and Commerce Code § 15.01, *et seq.*
19. Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included numbered paragraph 1 of these General Affirmations within the five (5) calendar years immediately preceding the execution of this Contract that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to the Enterprise Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to the Enterprise Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to the Enterprise Agency's consideration of entering into this Contract. In addition, Contractor represents and warrants that it shall notify the Enterprise Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update the Enterprise Agency shall constitute breach of contract and may result in immediate termination of this Contract.
20. Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.
21. Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statues, codes, and other laws that pertain to this Contract.
22. Contractor represents and warrants that the individual signing this Contract is authorized to sign on behalf of Contractor and to bind Contractor.

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ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.




PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 