**State of Indiana**

**RFP 410-26-85803**

**988 Software**

**Attachment K — Scope of Work**

# Introduction

The Indiana Family and Social Services Administration (FSSA), Division of Mental Health and Addiction (DMHA) requests responses from Respondents to provide a software system (also referred herein as “the System”) to support its 988 Suicide & Crisis Lifeline network statewide, on behalf of, and as directed by, the State of Indiana. DMHA requires a standardized crisis software system capable of tracking, managing, and analyzing 988 calls, chats, and texts, and to connect individuals with necessary crisis services.

# Overview of 988

## National Overview of 988

The 988 Suicide & Crisis Lifeline is the national mental health, substance use, and suicide crisis line for the United States. It serves as a universal line and entry point, striving to be a more responsive and specialized behavioral health crisis system.

Before 988, individuals in crisis were expected to identify and call a variety of ten-digit hotlines and phone numbers without a centralized system. These contact centers were often not available locally, lacked sufficient staffing, and were difficult to access. The most widely recognized number was the National Suicide Prevention Lifeline (1-800-273-TALK), which provided many essential services but lacked the simplicity of access, cross-agency coordination, and nationwide visibility to meet the growing mental health needs of people throughout the United States. As a result, many people experiencing a behavioral health crisis would then turn to 911, frequently resulting in emergency room visits or law enforcement involvement that were neither equipped to provide the appropriate clinical assistance, nor necessary altogether.

In response to a growing need, Congress passed the National Suicide Hotline Designation Act (Public Law 115-172) in October 2020. This act federally reserved 9-8-8 as the new three-digit dial code for behavioral health crises nationwide. The Federal Communications Commission (FCC) followed shortly with a final ruling that required telecommunications providers to implement 988 routing by July 16, 2022. This Federal mandate signified a structural change toward a more clinically appropriate response system for those experiencing crises of behavioral health or substance use disorder. This system aimed at being just as easy and straightforward as dialing 911 but offered services with specialized levels of mental health support.

The Substance Abuse and Mental Health Services Administration (SAMHSA) has a Federal 988 Lifeline Administrator for the 988 Suicide & Crisis Lifeline that oversees quality assurance, national call routing, training standards, and centralized data collection. As the only entity authorized by SAMHSA to nationally administer the 988 Suicide & Crisis Lifeline, the Federal 988 Lifeline Administrator plays a unique role in the national crisis response system. All contacts made to 988, whether by phone, text, or chat, are routed through the Federal 988 Lifeline Administrator infrastructure, which then guides them to State systems or backup centers.

It is the State’s understanding that the Federal 988 Lifeline Administrator’s current contract with SAMHSA expires on September 30th, 2026. If the Federal 988 Lifeline Administrator does change, it is expected that the technical functions and national infrastructure provided by the Federal 988 Lifeline Administrator will be continued by the new vendor.

## 988 Crisis Response System in Indiana

Soon after the Federal mandate was enacted into public law, DMHA began establishing its 988 Contact Center network which went live in July 2022. Indiana established five (5) 988 Contact Centers to provide coverage across Indiana. Today, four (4) of these centers handle voice calls, while one specializes in text and chat communications; however, DMHA is currently re-procuring these contracts and expects to award up to five (5) vendors in 2026, each of which will conduct call, chat, and text

Each of Indiana’s 988 Contact Centers are connected by the State’s telephony system, currently provided by Genesys. This RFP does not seek to procure a telephony solution. All 988 Contact Centers also maintain a contractual relationship with the Federal 988 Lifeline Administrator.

Today, when a Hoosier calls 988, that call is sent to the national telephony system before being automatically forwarded to the State’s telephony system based on the caller’s area code. By October 2026, all phone carriers must transition to utilizing geo-routing to direct 988 calls to the closest local contact centers based on the geographic area associated with the origin of a 988 call rather than by area code and exchange, while protecting the privacy needs of the caller. Many carriers have already begun utilizing geo-routing. This differs from geo-location, utilized by 911, which directly pinpoints a caller’s location for dispatch. This is not in use by the 988 Lifeline. In the future, calls to 988 may be routed to a state based on the geo-location of the caller, similar to calls made to 911.

Indiana-based 988 calls are routed by the Federal 988 Lifeline Administrator to Indiana 988’s telephony platform. Once arriving in Indiana 988’s telephony platform, the call enters a specialized routing flow. This routing flow was designed with the primary goal of ensuring the call is answered as quickly as possible, with a secondary goal of ensuring each of the 988 Contact Centers receive approximately the same number of calls. If none of the 988 Contact Centers are able to answer the call within the allotted two (2) minutes, the Federal 988 Lifeline Administrator pulls the call back. At that point, the call leaves the Indiana 988 telephony platform and the Federal 988 Lifeline Administrator sends it to a national backup center.

Conversely, Indiana-based 988 chats and texts are not currently routed to Indiana 988’s telephony platform. These interactions are handled within the Federal 988 Lifeline Administrator’s telephony platform. The Federal 988 Lifeline Administrator routes the interaction to the appropriate 988 Contact Center according to the visitor’s catchment area. The Federal 988 Lifeline Administrator identifies the catchment area based on the visitor’s IP address for chats and geo-routing for texts. If the 988 Contact Center is unable to answer the text or chat in the allotted timeframe, the Federal 988 Lifeline Administrator sends it to a backup center to be answered.

The State is still in determining these processes and reserves the right to modify them at any time during the term of this contract.

Since the 988 National Suicide and Crisis Lifeline went live, Indiana is proud to consistently be one of the top performing states across a variety of national metrics. If the respondent is interested in detailed report of key metrics across all states or for specific months, please see the [988 Lifeline State-based Monthly Reports](https://988lifeline.org/professionals/our-network/state-based-monthly-reports/) at<https://988lifeline.org/professionals/our-network/state-based-monthly-reports/> where the Federal 988 Lifeline Administrator publishes a monthly report of key metrics. Additionally, the State is working to develop a public dashboard to publish Indiana-specific key metrics that it anticipates sharing in the near future.

These results derive from a resilient in-state infrastructure and dedicated workforce that has proven capable of providing sustained, clinically supportive, and high-quality engagement to our Hoosiers in crisis.

## Indiana’s Comprehensive Crisis Response System

Indiana has implemented the 988 National Suicide & Crisis Lifeline as one pillar of a 988 Crisis Response System guided by SAMHSA’s three-pillar model. This model is structured around (1) Someone to Contact: the 988 Suicide and Crisis Lifeline, (2) Someone to Respond: Mobile Crisis Teams (MCT), and (3) A Safe Place for Help: Crisis Receiving and Stabilization Services (CRSS). In Indiana’s 988 Crisis Response System, the 988 Contact Centers act as an entry point for Hoosiers in crisis to either be de-escalated or triaged to another pillar to ensure that individuals in crisis receive appropriate care tailored to their unique needs and level of acuity.

When a Hoosier contacts 988, the system is designed to meet their needs at their specific level of acuity. For crises that are unable to be de-escalated over the phone, the Crisis Specialist at a 988 Contact Center can offer individuals a warm handoff to an MCT (the second pillar of the system).

MCTs, which are composed of behavioral health professionals and certified peer support professionals, are dispatched directly to individuals in crisis in the community whether at school, home, work, or anywhere in the community. Currently, when a Crisis Specialist dispatches an MCT, the warm handoff is conducted via phone call and in accordance with the policies and requirements found in the 988 Indiana Contact Center Manual (please see the Bidders Library). MCTs are also dispatched via phone call by first responders, Public Safety Answering Points (PSAPs), community organizations, and individual people. As of October 2025, designated MCTs were active in ninety-one (91) of Indiana’s ninety-two (92) counties. The full list of designated MCTs and the counties they serve may be found at<https://988indiana.org/community-resources/>.

In times when an individual cannot be stabilized in the community by an MCT, they may be referred to a CRSS facility (the third pillar of the system), which functions as a 24/7 stabilization center for those in need of behavioral health support. These centers aim to provide sub-acute stabilization, while helping the individual in crisis to establish connections to more long-term treatment as needed. CRSS facilities accept referrals from many sources including but not limited to: 988 Contact Centers, MCTs, law enforcement, first responders, and walk-ins. All referrals are currently made in accordance with the policies and requirements outlined in the 988 Indiana Contact Center Manual (please refer to the Bidders' Library). As of October 2025, the State has twenty-four (24) CRSS providers who are operational and open to the public. The full list of CRSS Facilities and the counties they serve may be found at<https://988indiana.org/community-resources/>.

Furthermore, Indiana has prioritized the integration of 988 with protocols to improve interoperability with 911. DMHA, with support from the Indiana Integrated Public Safety Commission and the State 911 Board, has collaborated with Public Safety Answering Points (PSAPs) across the state to share protocols for warm handoffs, location-based routing, and training for 911 dispatchers. Using comprehensive diversion policy guidance, direct transfer lines, in-person site visits, and continued interoperability meetings, the long-term goal is for 988 Contact Centers and 911 PSAPs to work in tandem to appropriately triage Hoosiers between Indiana’s 988 Crisis Response System and its Law Enforcement/Emergency Services System. These two distinct but interconnected systems will continue to collaborate to ensure that Hoosiers receive the care they need, rather than unnecessary intervention from law enforcement that is unsuited for Hoosiers’ direct needs and acuity.

All of these different components create a structured and entrenched 988 Indiana Crisis Response System, reflecting the State's commitment to not just erecting a crisis and suicide lifeline, but building a trauma-informed and comprehensive behavioral health response system that uniquely responds to each Hoosier in need. The goal is to provide the right care at the right time.

## 988 CRM Current State

All of Indiana’s 988 Contact Centers use the existing State’s Customer Relationship Management (CRM) system. Crisis Specialists document information voluntarily provided by 988 visitors in OpenBeds. Due to the anonymous nature of 988, Crisis Specialists are not expected to ask or document demographic or identification questions; however, Crisis Specialists will document anything shared by the visitor. Using OpenBeds, Crisis Specialists are also able to complete the Lifeline Assessment and track follow-up interactions.

When a Crisis Specialist answers a call made to Indiana 988, the phone number automatically populates in OpenBeds. Crisis Specialists are able to search the system for other interactions with this phone number; however, Crisis Specialists treat every call, chat, and text as a new interaction. Therefore, they are discouraged from referring to information provided during previous interactions. Since chat and text is conducted via the the Federal 988 Lifeline Administrator Salesforce platform rather than Genesys, the chat and text interactions are documented in both the Federal 988 Lifeline Administrator Salesforce system and in OpenBeds. The State is currently exploring options to shift chat and text to Genesys.

The information and data captured in OpenBeds, as well as those that will be captured in the future System procured by this RFP, are informed by and required to include the data expected by the Federal 988 Lifeline Administrator and SAMHSA. These federal requirements have been updated frequently since the launch of 988 and, therefore, the CRM has been updated to align with these requirements. The State seeks a partner and system capable of evolving alongside the ever-changing 988 landscape at both the state and federal levels, with a commitment to continuous improvement, responsiveness to new requirements, and adaptability as policies, technologies, and best practices advance.

## The Future of 988 Crisis Response System and 988 Software in Indiana

The State looks to continue building on the success of the 988 Crisis Response System and expand the support and resources available to Hoosiers in crisis. At a high level, the State will continue efforts to expand access to MCTs and CRSS facilities in Indiana while enhancing integration and interoperability with other systems, including but not limited to the Law Enforcement/Emergency Services System and the CCBHC/CMHC System. Achieving this vision requires a unified software system that enables 988 Contact Centers, MCTs, and CRSS facilities to work as one coordinated network. The State is interested in systems that make data entry and tracking intuitive, enable efficient referrals and coordination, provide real-time visibility across crisis response activities, facilitate data-driven decision-making, and strengthen collaboration between partners to ensure individuals in crisis receive timely, effective care.

# Definitions

**988** – The three-digit national dialing code for the Suicide & Crisis Lifeline, established by Public Law 116-172, designed to connect individuals in crisis with trained Crisis Specialists and localized crisis response systems

**988 Visitor –** A person that calls, chats, or texts 988

**988 Contact Center** – A provider organization designated and contracted by the State of Indiana to respond to 988 calls, texts, or chats originating from within Indiana’s geographic boundaries

**Change Request –** A request, submitted by the Contractor to FSSA, to perform services or provide goods other than those contemplated by the contract. The funding for a Change Request shall come from, and be strictly limited to, the Change Request Pool. The Contractor shall not access the Change Request Pool funds to pay for a Change Request without the approval of the State. The definition of Change Request does not apply to any changes Contractor already is obligated to provide under the Contract, including without limitation changes to correct deficiencies and changes to the System as part of the Maintenance and Operations Services to include keeping the System up to date and ensure latest versions offered by the Contractor.

**CMS** – The Centers for Medicare and Medicaid Services, a federal agency within the Department of Health and Human Services

**Contract** – This contract, between the State and Contractor

**Contractor** – The Awardee of this RFP and all subcontractors to that Contractor, collectively

**Crisis Specialist** – The mental health professional responding to calls, chats, and texts to the 988-prefix by providing immediate support, de-escalation, and crisis triaging to Hoosiers experiencing mental health or substance use crises

**Critical Function** – These functions are critical to ensuring services are able to be provided to clients within the State of Indiana, in turn impacting User Agencies’ reputation. Extended failure will impact or damage clients and/or User Agencies’ reputation.

**CRM** – Customer Relationship Management (CRM) Software, purchased by the State and used by 988 Contact Centers to document and coordinate care to Hoosiers in Crisis

**DMHA** – The Indiana Division of Mental Health and Addiction, which is a division within Indiana’s Family and Social Services Administration

**First Responder** – Someone designated or trained to respond to an emergency. Please see IC § 10-10.5-2-1 for the complete list of designated first responders

**Federal 988 Lifeline Administrator** – The organization(s), currently Vibrant, designated by U.S. Department of Health and Human Services to oversee and coordinate the 988 Suicide & Crisis Lifeline at the national level

**Go-Live –** the point at which the Contractor’s System is fully deployed into the State’s production environment and accepted by the State as operational

**HIPAA** – The Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic Clinical Health Act (“HITECH”), and the associated privacy and security rules located in 45 CFR §160 and §164

**Important Function** – These functions are important to business productivity, but are not critical

**PSAP** – Public Safety Answering Point which is an organization that manages 911 calls and dispatch

**SAMHSA** – Substance Abuse and Mental Health Services Administration, the Federal Agency overseeing the 988 Suicide & Crisis Lifeline

**State** – The State of Indiana and its Agencies

**State Agency** – As defined in IC 4-13-1, “State Agency” means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative department of State government

**Supportive Function** – These functions support productivity but are not essential to business effectiveness.

# Mandatory and Desired Contractor Qualifications

## Mandatory Qualifications

To be eligible for consideration by the State, a respondent must meet the following mandatory requirements:

* + 1. Demonstrated experience designing, implementing and managing Customer Relationship Management software for a Health and Human services agency
    2. The proposed software for the System has been previously integrated with the Genesys telephony solution

## Desired Qualifications

While not required to respond to this, the following are desired characteristics for respondents:

* + 1. Demonstrated experience designing, implementing and managing software specifically for 988 Contact Centers and the behavioral health crisis continuum

# Required System Functionalities

The Contractor shall refer to Attachment L - Technical and Functional Requirements Matrix for an outline of all System requirements.

# Compliance with Privacy/Security Standards & Regulatory Requirements

## Data Ownership

The State owns all rights, title, and interest in the data. The Contractor shall not access State user accounts or data, except: (1) in the normal course of data center operations; (2) in response to service or technical issues; (3) as required by the express terms of this contract, applicable Scope of Work, or applicable Service Level Agreement; or (4) at the State’s written request. Contractor shall not collect, access, or use data except as strictly necessary to provide service to the State. No information regarding State’s use of the service may be disclosed, provided, rented, or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this contract.

## Ensuring Data Security and Privacy

The State has robust and comprehensive security standards that permeate all levels of the organization. The Indiana Office of Technology (IOT) has been tasked with establishing and maintaining these security standards. The security standards include assessing security risks, developing and implementing effective security procedures, and monitoring the effectiveness of those procedures.

The following link introduces the IOT Information Security Framework (ISF): https://www.in.gov/iot/iot-vendor-engagement/. Everyone intending to access ISF policies will need to create an Access Indiana account first. Respondents will be required to sign a Non-Disclosure Agreement (NDA) to access the IOT Information Security Framework.

The Contractor shall ensure the security and confidentiality of all information. The Contractor must adhere to the State’s standards and establish, maintain, implement and manage the data ownership standards, data security standards, and arbitration protocol. In addition, the Contractor shall implement and maintain standards for confirming that only lawfully authorized users are granted access to any systems maintained by the Contractor on behalf of the State and prevent unauthorized access, use, abuse, disclosure, disruption, modification, or destruction of data.

In addition to the State standards outlined above, the State requires that the Contractor support all current and future HIPAA Security rules, as well as any applicable federal automated data processing requirements.

The Contractor shall ensure security safeguards are in place to assure the integrity of System hardware, software, records, and files. To maintain privacy and security standards, the Contractor shall perform the roles and responsibilities listed below, including but not limited to:

* 1. Establishing, maintaining, implementing and managing privacy standards in accordance with State and Federal standards;
  2. Adhering to FSSA’s Privacy and Security Compliance Policies <https://www.in.gov/fssa/security-policies/>;
  3. Mitigating, to the extent practicable, any harmful effect that is known to the Contractor of PHI obtained under this contract in a manner not provided for by this contract or by applicable law of which the Contractor becomes aware;
  4. Training all staff on the privacy and security requirements;
  5. Testing security compliance quarterly;
  6. Applying required changes to security methods that security compliance testing identifies;
  7. Adhering to role-based access requirements as provided by the State;
  8. Complying with all confidentiality, security, infrastructure, application, and service solution standards established by the State in this SOW;
  9. Orienting new employees to security policies and procedures;
  10. Conducting periodic review sessions on security procedures;
  11. Developing lists of personnel to be contacted in the event of a potential or suspected security breach;
  12. Maintaining entry logs for limited access areas;
  13. Maintaining an inventory of Agency assets, not including any financial assets;
  14. Limiting physical access to systems hardware, software, and libraries; and
  15. Maintaining confidential and critical materials in limited access, secured areas.

# Certification

## Centers for Medicaid and Medicare Services (CMS) Certification in Preparation for Federal Financial Participation

The Contractor will prepare for and participate in the certification of the System if needed, including but not limited to:

* + 1. Preparation of certification documents;
    2. Generating Required reports; and
    3. Ensuring that all CMS certification requirements are met.

In the performance of these duties, the Contractor shall:

* + 1. Compile reports and data required for the preliminary letter submission to CMS;
    2. Prepare required certification manuals, reports, forms and documentation;
    3. Provide Contractor staff to assist State personnel in certification procedures, 988 operations, and information needed for the State to make certification presentations;
    4. Participate in CMS site visits including Contractor’s operational facilities; and
    5. Provide additional certification assistance as needed by the State.

## Centers for Medicaid and Medicare Services (CMS) Certification in Preparation for Federal Financial Participation

CMS may require states to submit the Medicaid Information Technology Architecture (MITA) documentation as part of Advanced Planning Document (APD) or certification obligations, including Streamlined Modular Certification (SMC). This potentially includes, but is not necessarily limited to, a State Self-Assessment (SS-A), Roadmap, Concept of Operations (COO), MMIS Concept of Operations (ConOps), or other documentation to demonstrate Conditions of Enhanced Funding (CEF), outcomes, or metrics (some of which are addressed by a CMS Certification repository at https://cmsgov.github.io/CMCS-DSG-DSS-Certification/). Vendors, including for the System, may need to participate in the development of and provide contributions to these documents and obligations.

In the performance of these duties, the contractor shall:

* + 1. As requested by the State, participate in the development or review of any MITA documentation to determine if changes to the Medicaid Enterprise operations need to be reflected. MITA documents include SSA-A, Roadmap, COO, MMIS ConOps, or any alternate or successor obligations required by CMS;
    2. Recommend updates to improve MITA SS-A capabilities and maturity as part of the change management process; and
    3. As requested by the State, participate in the provision of or contribution to any certification obligations, including documentation to demonstrate CEF, outcomes, or metrics.

# State Audits

The parties acknowledge the importance of preventing fraud, waste and abuse, breaches of confidentiality, and other wrongdoing in the operation of the public assistance programs administered by the FSSA. Contractor, at its own expense, will assist and appropriately act to aid the State in the investigation and detection of any such wrongdoing. This may entail cooperation with the State’s Internal Investigation and Compliance division, law enforcement officials, and authorities of the various State and Federal agencies that are responsible for compliance with the laws and regulations governing the programs. In the cases of any such investigation, the State and Contractor, in conjunction with its legal counsel, agree to fully cooperate in the gathering of evidence in support of law enforcement and investigatory activities. Access to information concerning these matters, which can include time, location, and documents of interest, will be restricted to the State or Federal investigatory official until the resolution of the investigation.

The Contractor acknowledges that its employees may be requested to submit to questioning by State Investigators in support of a State Audit. The Contractor will cooperate with any investigators by making its employees available in a manner that will best facilitate the law enforcement objectives of the interview. Where the Contractor’s employees are suspects in a pending investigation, the Contractor agrees that any employment actions concerning such employees will be reviewed with the State in advance, to avoid taking any action that would jeopardize law enforcement efforts.

The State will provide the Contractor with reasonable notice of an Audit if it is determined at the State’s discretion, that giving notice is feasible and appropriate and would not be contrary to, defeat the purpose of, or prejudice the conduct of the applicable Audit. The State will use reasonable efforts to ensure that the Audit will be conducted in a manner so as not knowingly to create a material risk of harm to persons or property. Currently, there is a two-year rotation of being audited by FSSA auditors.

Upon request of the State, and in connection with any Audit, Contractor and its Subcontractors will provide auditors prompt access to the following:

* + 1. Service location, facilities, or installments, in each case, to the extent used to provide Services,
    2. The proposed System,
    3. The State Software and the State Recipient data if the data is stored on Contractor’s equipment or proposed Systems, and
    4. Any other requested information or systems per State request.

Contractor will cooperate fully with the State in the conduct of any Audit, including providing all Records in Contractor’s actual or constructive possession that are requested by the State. Contractor must provide any assistance in all reasonable respects with such an Audit.

Any Audit by FSSA or by any Contract Administrator acting on behalf of FSSA shall be reasonably related to the performance by Contractor or any Subcontractor of the Services, the Delegated Activities, or their performance under this Agreement, any Material Agreement or any Subcontract. Nothing herein shall be deemed to be a waiver of the respective rights of Contractor or any Subcontractor to assert any applicable privilege or any right to protect their confidential and proprietary assets.

# Project Management

To ensure proper collaboration and coordination between the Contractor, the State, and all 988 Contact Centers, the State requires that the Contractor comply with the following project management requirements.

## Point of Contact

The contractor shall designate a primary point of contact with whom the State will primarily communicate. Any changes of this point of contact must be communicated to the state within two (2) business days of the change.

## Meeting Requirements

The Contractor is required to actively participate in several regularly scheduled meetings each month, which are listed in this section of the Scope of Work. These meetings are necessary to coordinate with DMHA staff and any relevant stakeholders to ensure the smooth operation of the program.

In addition, participation in ad hoc meetings with other DMHA contractors (*e.g.*, 988 Contact Centers), State offices (*e.g.*, Indiana Office of Technology), or other entities as determined by DMHA may also be required. Ad hoc meetings may require presentations from the Contractor. Most meetings are to be held virtually.

For all meetings, the agenda and materials shall be sent to DMHA at a minimum of one (1) calendar day prior to the date of the meeting. Along with the agenda, in advance of every meeting, the Contractor must submit a list of who from their organization will attend the meeting for State review and approval. The State reserves the right to request meeting attendees if the project is not progressing as expected. The Contractor shall record and prepare meeting minutes and provide minutes to the State within two (2) weeks after the meeting. The agenda and minutes are subject to State review and approval.

* + 1. **Kick-Off Meeting**

As soon as practical after the mutually agreed upon project start date, the Contractor and State shall have a kick-off meeting. The goal of this meeting is to make all necessary introductions between the State and Contractor, and to establish expectations and timelines for all deliverables.

* + 1. **Status Meetings**

The Contractor is expected to meet with State staff and designees a minimum of every two (2) weeks, or as requested, to present status updates, discuss change requests, resolve challenges, and discuss progress on work plans and project plans. The State reserves the right to change the cadence of these meetings at any point in the contract term.

# Plans and Procedures

## Project Plan

The Contractor shall develop a Project Plan that addresses execution of their scope of work. Within thirty (30) days after the execution of this Contract, the Contractor shall submit a proposed project plan that explains the design, testing, and implementation of its System and the transition from the current system. The Project Plan shall be developed according to industry standards, legal requirements, and best practices. Once the Project Plan is approved by the State, the Contractor shall maintain and modify the approved Project Plan throughout the project by updating it to reflect the evolving schedule, priorities, and resources (i.e., it is a living document). The workplan shall include a(n):

* + 1. Description of all tasks, deliverables, schedules, task dependencies and identification of resource requirements necessary to commence the services and technology required by this contract;
    2. Detailed description of the approach to transitioning from the current system;
    3. Outline of Contractor staff and project management tools that will support this project;
    4. Detailed description of the approach to project management and project governance including how this approach will change over the course of the project;
    5. Proposed start and completion dates for each deliverable;
    6. Detailed description of all tasks requiring State resources, summary of the proposed use of State resources, and statement of assumptions regarding anticipated involvement of these resources. Further, the Contractor will be obligated to identify its task dependencies on State resources or tasks, and the Contractor will retain the final responsibility for performance of its obligations including the quality of the deliverables. To the extent that State review or approval is required of a document, plan or deliverable, the State shall have ten (10) business days to review first drafts and five (5) business days to review any revised drafts;
    7. Architectural diagram and associated explanation of how each component works together to provide the proposed System;
    8. Detailed description of how the Contractor’s existing System will receive and share existing and future State data; and
    9. Language permitting the State and State designee access to the Contractor’s System for as many users as the State deems necessary, including license access if applicable.

## Compliance Plan

The Contractor shall develop and maintain a plan to ensure compliance with all State and federal laws, policies, procedures, and regulations, including those explicitly mentioned in this Scope of Work as well as others not explicitly mentioned. This plan is due to the State sixty (60) calendar days prior to the commencement of services under this contract and is subject to State review and approval.

The compliance plan must accommodate DMHA’s right to review and approve the Contractor’s compliance plan prior to the commencement of any services and as often as it may require throughout the duration of the Contract.

The compliance plan must accommodate DMHA’s right to review the compliance plan for a reasonable period after the termination of the Contract.

The compliance plan must include Contractor’s responsibility to monitor for, and adjust to, changes in applicable State and federal laws, policies, procedures, and regulations, including those explicitly mentioned in this Contract as well as others not explicitly mentioned.

## Change Control Plan

Sixty (60) calendar days prior to the commencement of any services under the Contract, the Contractor shall develop a detailed change control plan that details the process by which Change Requests are identified, prepared, validated, monitored, approved and reviewed, subject to DMHA approval. The change control plan shall detail the various steps, roles, responsibilities, and decision points of a change request process, including the relevant staff contacts.

The Contractor, in conjunction with the State, shall determine a standard process for accessing the Change Request Pool. This process shall require, at a minimum, the State’s written approval prior to the Contractor’s ability to invoice for any funds in the Change Request Pool.

The Contractor shall also maintain a history of all change requests, including the estimated and actual cost and duration for every change request as well as cumulative cost and schedule impacts for all changes for all periods DMHA specifies. Following the implementation of a change, the Contractor shall continue to monitor the initial issue and report on the System quality and effectiveness.

The Change Control Plan is subject to DMHA review and approval.

## Issue Resolution Plan

The Contractor shall develop an issue resolution plan for State approval thirty (30) calendar days after the execution of the Contract. This plan will provide a standard process that will be used to identify, track, and resolve issues which may arise between Contractor and State in the performance of duties under the Contract. The plan will also include a section on risk management covering how risks will be mitigated to avoid issues from occurring. This Issue Resolution Plan shall be subject to DMHA review and approval. Such plan shall include:

* + 1. Any trouble-shooting tools and techniques that will diagnose issues with networks, services, equipment, software, and data;
    2. The approach and metrics to measure the success of its issue resolution efforts; and
    3. DMHA’s right to approve all issue resolution plans and procedures prior to implementation.

## Risk Management and Mitigation Plan

Thirty (30) calendar days after the execution of the Contract, the Contractor must provide a Risk Management and Mitigation plan which includes a process for documenting and reporting risks and risk status to the State. More specifically, the Contractor’s plan must incorporate potential risk identification, recommendations for risk mitigation, management and tracking of mitigation steps, and any proposed tool(s) to track, manage, report risks, and identify points when risks could worsen if not mitigated. The Contractor should additionally include any tool(s) that would be used to facilitate its Risk Management Plan. The benefits of the recommended risk management and mitigation process to DMHA should be stated. DMHA reserves the right to retain access to all the Contractor’s risk management tools and reports. The Contractor’s Risk Management Plan, process, and tools are subject to DMHA review and approval.

## Testing Plan

Within forty-five (45) calendar days after the execution of this Contract, the Contractor shall submit a plan for the testing of all developed and proposed systems, including but not limited to their functionalities, data feeds, integration with State systems, ability to query third party systems, and any other relevant feature. The Contractor’s approach to development and testing, including any quality assurance processes and the ability to trace the origin of all requirements should be detailed as well. The method of test plan development shall comprise of:

* + 1. Test cases and test data. The Contractor shall include proposed tools and procedures for tracking, managing, reporting, and resolving System bugs discovered during testing;
    2. Roles and Responsibilities for test processes and procedures;
    3. The Contractor’s approach to User Acceptance Testing (UAT) of the platform environment prior to Go-Live in a production environment;
    4. The Contractor’s approach for updating documentation based on test results and documenting and delivering testing deliverables to DMHA;
    5. Procedures for notifying DMHA of any failures to meet requirements and other problems discovered in testing, testing progress, and adherence to the test schedule; and
    6. An approach for re-testing failed test cases after System modification and a description of regression test procedures.

The Testing Plan is subject to DMHA review and approval.

## Training Plan

Within forty-five (45) calendar days of the execution of this Contract, the Contractor must provide a detailed training plan and training calendar that explains how the Contractor will deliver hands-on training at least thirty (30) calendar days prior to the commencement of services under the Contract. The Contractor shall provide an overview of the curriculum and audience for the respective curriculum, including training delivered to Contractor team members and State users of the Contractor Systems. All users must be trained prior to gaining access to the System contemplated by this Contract. Training shall be hands-on and State staff and designees shall be cross trained to ensure that all staff are able to use the System and select staff are able to train future users (e.g. train-the-trainer). Training for State staff shall be live, whether that be virtual or in-person.

The Contractor shall be responsible for ensuring that all training curriculum materials (including manuals, techniques, and training aids) are up to date. The Contractor must provide initial and ongoing end-user training in accordance with requirements and best practices from the State, the National 988 Lifeline Administrator, and other federal entities to serve communities disproportionately impacted by suicide and crisis.

## Requirements Plan

Within forty-five (45) calendar days of the execution of this Contract, the Contractor shall submit a plan for the gathering and validation of requirements from the State to be used in the design, testing and implementation of the Contractor’s proposed System, as applicable given the Contractor’s System. The purpose of the Requirements Plan is to identify requirements and validate requirements with stakeholders. The Requirements Plan shall include an approach to reaching an agreed upon system design and acceptance criteria with DMHA that shall address all DMHA’s requirements and ensure thoughtful and informed decisions by the State. Establishing the approach for addressing any new requirements identified between the release of the Requirements Plan and implementation date of the Contractor’s systems is the responsibility of the Contractor. The Contractor shall include all deliverables and major milestones to be achieved during design, development, and implementation (DDI) in the Requirements Plan. The Requirements Plan is subject to DMHA review and approval.

## Data Security Plan

The Contractor is required to maintain an information systems and data security policy and conform to the State’s information systems security policy. This policy shall also meet the State’s Information Security Framework. The Contractor shall create and submit a plan for ensuring the security and protection of the State’s data, which is not limited to member Protected Health Information (as that term is defined in HIPAA.) The Contractor shall submit a copy of this policy to the State sixty (60) calendar days prior to the commencement of services under this Contract.

The plan shall provide the steps taken by the Contractor to ensure that PHI is not used, disclosed, or maintained in a manner not in accordance with the law or best practices. The Contractor shall be required to maintain a policy (mentioned in the plan) for the secure destruction of information. In the plan, the Contractor shall state the security and privacy features of the proposed technology. The Contractor shall also provide the types and frequency of security audits that the State can expect Contractor to perform during the contact. Those results shall be shared with the State. The Contractor’s System shall describe the State’s Active Directory repository to authenticate users, where applicable. The Contractor shall also expound the architecture utilized to authorize users within the System in the plan.

The Data Security Plan is subject to DMHA review and approval.

## IT Business Continuity and Disaster Recovery Plan

Sixty (60) calendar days prior to the commencement of services under this Contract, the Contractor shall submit a comprehensive, fully tested IT business continuity/disaster recovery plan (ITBCP). The ITBCP shall, at a minimum, meet the requirements of NIST SP800-34 and detail how the Contractor shall mitigate against any disaster and/or other significant outage that impacts the System availability, vulnerability or security incidents, and data loss and/or compromise.

In the ITBCP, the State and Contractor shall mutually agree on reasonable Recovery Point Objectives and Recovery Time Objectives reflective of the State's business requirements and the critical nature of the Contractor’s systems and services in support of the associated State business operations.

In the event of a natural disaster, the Contractor shall be operational within two (2) calendar days after the event. Contractor shall submit most recent disaster recovery test results to the State within twelve (12) months of the execution of the Contract. Thereafter, the Contractor shall conduct disaster recovery tests regularly (at least annually) and provide results of these tests to the State.

The Contractor shall maintain a list of contacts at the State and keep those lists updated at any time.

The ITBCP plan is subject to DMHA review and approval.

## End-of-Contract Transition Plan

No less than one hundred eighty (180) calendar days prior to the end of the Contract period, the Contractor shall develop and submit to DMHA an End-of-Contract Transition Plan covering the transition of the System. End-of-Contract Transition Plan shall be a comprehensive document detailing the proposed schedule and activities associated with the transition tasks, including the approach and schedule for transfer of all project artifacts and documentation created, maintained, and updated throughout the Contract term. As part of the transition plan, the Contractor shall provide a copy of non-proprietary system components or database(s) used. End-of-Contract Transition Plan is subject to DMHA review and approval.

## User and Operating Procedures Manuals

The Contractor shall publish and update on a regular cycle (no less than semiannually) the User and Operating Procedures Manuals online and provide paper copies at no additional cost to DMHA when requested. The State and the Contractor shall mutually agree upon where these manuals shall be posted online. These manuals shall be developed in collaboration with DMHA staff to ensure the most up to date material is included. DMHA reserves the right to review any amendments or changes to the User and Operating Procedures Manuals before implementation. Initial materials shall be submitted to DMHA no later than sixty (60) calendar days prior to the commencement of services under this Contract. Any User and Operating Procedures Manuals and products produced under this contract are the sole property of the State and shall be transferred to the State electronically. Contractor use of any FSSA logo, Agency or Division name shall adhere to the agency’s [FSSA Branding and Writing Style Guides](https://www.in.gov/fssa/thehub/communications-tools/). The Contractor shall work in collaboration with the DMHA Communications team for use of any branding.

## Data Dictionary

The Contractor shall provide a data dictionary to define the data fields used within the System. The data dictionary shall be updated on regular and ad hoc bases to ensure it is up to date. The Contractor shall submit the data dictionary to the State for review and approval sixty (60) calendar days prior to the commencement of services under this Contract. The Contractor shall then submit it to the State each time there is an update.

## Staffing Plan

The Contractor shall develop and maintain a Staffing Plan for DMHA approval that demonstrates an understanding of the services required by this RFP and addresses the Contractor's staffing plans through all phases of the contract. The Staffing Plan shall be submitted thirty (30) calendar days after Contract execution. The Staffing Plan must, at a minimum, include a list of all personnel by resource type throughout all phases of the Contract, including the FTE allocation for all personnel; include the number, type, and categories of staff proposed; staff qualifications and areas of expertise; the methodology to replacing personnel and ensuring DMHA does not experience adverse effects of turnover; an organizational chart; a timeline that explains how staffing will shift throughout the contract; and the management structure and approach. The Staffing Plan shall be updated regularly and shared with DMHA when there are staffing changes.

# Reporting

In the performance of its duties under this Contract, the Contractor shall furnish reports required by the State under this Contract. The Contractor is required to provide reports requested by the State in a timely, complete, and accurate manner. The State reserves the right to update reporting requirements at any time during the Contract term as new reports may be needed to stay in line with State and Federal requirements.

## Monthly Status Reporting

The Contractor shall submit to DMHA a status report on a monthly basis. The status report shall be due to DMHA five (5) business days after the last day of the month. This report shall include but is not limited to the current status of all major scheduled tasks, recent accomplishments, setbacks and the root cause of any delays, objectives for the next month, staffing changes, key decisions made, release summary and testing status, change control summary, configuration management summary, defects identified and resolution status, training summary, outstanding issues, and action items. DMHA reserves the right to request additional information in the status reports at any time during the term of the contract.

## Service Levels Report

This monthly report relates to Contractor’s adherence to Contract service levels contemplated in Section 19. This report shall be delivered to DMHA five (5) business days after the last day of the month. This report will clearly number the proof of performance for each service level with the numbering and labeling found in Section 19. The report shall also include a summary of any service levels that were not met, the plan for remediation, and any other requirements outlined in Section 19.

## RAID Log

The Contractor shall utilize a Risks, Assumptions, Issues, and Dependencies (RAID) log to manage the project and ensure DMHA is informed. The RAID log shall be kept in a shared document that DMHA can access at any time. The RAID log shall be updated at least twice weekly to ensure it is always up-to-date. After the kick-off meeting, DMHA and the Contractor shall mutually agree on a date for the first RAID log update.

## Ad Hoc Reports

The Contractor shall comply with all requests for ad hoc reports, which include requests from Federal entities like the Federal 988 Lifeline Administrator, SAMHSA, and CMS. Deadlines for ad hoc reports shall be determined by the State according to a scale of urgency.

* + 1. Type 1: One (1) - Two (2) business days turnaround time
    2. Type 2: Five (5) business days turnaround time
    3. Type 3: Ten (10) business days turnaround time

The potential need for ad hoc reports on an emergency basis may arise, in which case the production of such report is expected to take less than one (1) to two (2) business days.

# Start-of-Contract Transition

The Contractor, in conjunction with DMHA, will ensure that the process of transition from the existing system upon contract award results in predictable, seamless transition where services continue to be delivered in a timely and accurate manner without degradation in service levels. After contract execution, the existing Contractor, the Contractor awarded from this RFP, and DMHA will mutually determine the transition date. In the time period before this mutually agreed upon date, the Contractor will meet regularly with DMHA and other stakeholders to work on preparing for the transition.

This period will also be driven by the Contractor’s Project Plan (See Section 10.1) which must describe all tasks, deliverables, schedules, task dependencies and identification of resource requirements for the transition of services from the current contractor.

# Design, Development, and Implementation

The Contractor shall be responsible for any design, development, configuration, implementation or integration with the other State systems which may be required. This includes, but is not limited to, any requirements gathering, coding or configuration, testing (validation, user acceptance, etc.) and any other work required. Such activities shall be completed in accordance with the plans outlined in Section 10.

# Testing

The Contractor shall conduct testing, including user acceptance testing in accordance with the Testing Plan approved by the State. Testing shall be conducted both prior to initial go-live and prior to the release of any additional enhancements and updates throughout the Contract term. DMHA shall be provided an opportunity to test all upcoming changes in the UAT environment prior to implementation into production.

# Training

The Contractor shall be responsible for the initial training of any Contractor, State, and State designee users for use of all proposed systems, including but not limited in-person training, on demand web training, and user manuals. Training shall be provided in accordance with the Training Plan. Additionally, the Contractor shall instruct State staff on how to train future users through a train-the-trainer method. The State and Contractor shall agree on the method of training (i.e., in-person, remote instructor-led, or computer-based), its scheduling, and other logistics. The Contractor shall provide training to both DMHA and DMHA-designated users. This shall include any training requested by the State during the implementation activities as well as ongoing and as-needed training requested by the State, the Federal 988 Lifeline Administrator, or other federal entities.

The Contractor shall be responsible for creating training curriculum materials (including manuals, techniques, and training aids) and ensuring that all training curriculum materials are up to date. The Contractor shall also furnish ongoing support for users of the System, which support shall include a toll-free support telephone line and a support e-mail address. The Contractor shall provide ongoing training as new users are onboarded until such time that State staff is sufficiently trained to onboard new users. Refresher training or additional training as the System changes shall also be provided by the Contractor.

The Contractor shall collaborate with the DMHA team on all training to ensure it is integrated with DMHA standard training practices for 988 Contact Centers.

# Readiness Review and Go-Live

At least thirty (30) calendar days before the Contractor System becomes operational, the Contractor must pass a readiness review for State approval. The Contractor must show that all systems are operating as expected and that all DMHA requirements are included. Any exceptions to the readiness review timeline and due dates stated within this Section or within the Scope of Work must be approved by the State, in writing, at least sixty (60) days prior to the commencement of Contractor program operations. The Contractor must establish that their systems are operational and ready for full-time service.

The Contractor shall conduct formal production readiness reviews prior to production releases to ensure releases are ready for deployments (e.g., pass test cases, documents are updated, etc.). Formal review process must be agreed upon by the State.

Should DMHA deem any function or item reviewed in the readiness review unsatisfactory, the Contractor will be required to correct or cure the deficiency at no cost to the State and submit proof to DMHA that such corrections were made on a schedule specified by DMHA.

The Contractor will not be allowed to begin service until the operational readiness testing is complete and the Contractor is fully ready to provide service as determined by DMHA.

If the Contractor is not ready at the Contract start date as determined by DMHA, the Contractor will pay any additional cost DMHA may incur if DMHA must use services other than those of the Contractor to perform the duties in the Contract.

Payment will be withheld until the Contractor passes the operational readiness tests.

# Maintenance and Operations (M&O) Phase

## M&O Required Support

After the System is live and operational, the Contractor shall continue to provide M&O support for the System. These duties shall include:

* + 1. Contractor shall perform System enhancements, releases, and maintenance as needed;
    2. Contractor shall conduct enhancements and changes in line with the Change Control Plan approved by DMHA;
    3. Contractor shall provide prompt and accurate release notes to the State ahead of any scheduled enhancement/release;
    4. Contractor shall make DMHA aware of all changes to production at least one (1) week prior to planned implementation. DMHA will have ultimate authority to approve or deny changes before they are made in production;
    5. Contractor shall coordinate all maintenance windows with the State to minimize any impact on 988 Contact Center operations;
    6. Contractor shall communicate anything scheduled or known that might impact System downtime to the State as soon as the Contractor becomes aware or at least seven (7) calendar days in advance before the performance of that activity;
    7. Contractor shall provide a history of maintenance and support releases to the State upon the State’s request;
    8. Contractor shall maintain a HelpDesk to support front end System issues and technical assistance questions. Such HelpDesk shall be available twenty-four (24) hours a day, seven (7) days a week;
    9. Contractor shall continuously update the training materials contemplated to reflect the most up-to-date System information and provide periodic refresher training as requested by the State;
    10. Contractor shall support the State with any ad-hoc report or query development requests, in a mutually agreed upon format and timeframe; and
    11. The Contractor shall be required to ensure that all its systems are available, on-line and operational in accordance with the service levels contemplated by this contract in Section 19.

## Warranty

The State requires a ninety (90) calendar day warranty for all modifications and enhancements. The warranty shall go into effect on the same day as go-live. During the ninety (90) calendar day warranty period, the Contractor shall fix any post-production defects or bugs at no additional cost to the State. The hours required for the fixes will not count against the Change Request Pool hours. Fit functionality in relation to user requests and agreed to specifications will be tracked by the State. Action may be taken to address consistently poor performance.

## Outage Notifications

In the case of an unplanned System outage, the Contractor’s account manager or another designated staff member will generate outage notifications to all state administrators and designated staff via an outage email distribution list. The email will include a description of the issue and end user impact. Notifications will be sent in thirty (30) minute intervals until the issue is resolved. Upon resolution, a service restored email notification will be sent to the State Administrators. The Contractor will provide a Root Cause Analysis to the State Administrator within forty-eight (48) hours of the outage event resolution.

In the event of a major System issue, defect, or material component outage (e.g., outage of a major System module), the Contractor shall notify the State via email describing the issue and end user impact. Upon resolution, the Contractor shall notify the State via email. The Contractor shall provide a Root Cause Analysis to the State within seventy-two (72) hours of the event resolution. Root Cause Analyses shall include, at a minimum, the cause of the issue, the actions the Contractor took to resolve the issue, a timeline of the event, a description of how the outage affected their entire user base across other clients, and the actions the Contractor plans to take to prevent such failure from recurring. The Contractor shall, at the request of the State, provide detailed documentation of the Root Cause Analysis performed and preventative actions taken or planned with a clear timeline for completion of the action(s).

## Prioritization, Notification, and Resolution Timeliness

The table below provides a description of four (4) severity codes that apply to items such as service requests, incidents, and problems. The severity code for each item will be assigned by the State but may be adjusted based on discussions with Contractor.

**Table 1: Severity Codes**

|  |  |
| --- | --- |
| **Severity Code** | **Definition** |
| 1 | An incident has made a Critical Function unusable or unavailable, and no workaround  exists. |
| 2 | An incident has made a Critical Function unusable or unavailable, but a workaround exists.  or  An incident has made an Important Function unusable or unavailable, and no workaround exists. |
| 3 | An incident has diminished Critical or Important Function or performance, but the functionality still performs as specified in the user documentation. |
| 4 | An incident has diminished Supportive Function or performance. |

Based on the severity codes listed above, the State will track the timeliness of the following four phases:

**Table 2: Responses Phases**

|  |  |
| --- | --- |
| **Phase** | **Definition** |
| Initial Response | Time taken from when the request/incident/problem is originally identified (defined as reported by the State or another party, or discovered by the Contractor) to when the Contractor acknowledges the  request/incident/defect/problem by updating status in the system. |
| Estimation Response | Time taken from when the request/incident/problem is originally reported to when the Contractor logs the estimated response time into the system. |
| Status Updates | Frequency of status updates logged into the system if there is an update to the request/incident/problem |
| Resolution Completion | Time taken from when the request/incident/problem is originally reported by the State to when the Contractor implements the request/incident/problem resolution, and the end user has indicated the resolution is accepted. |

The required response time service level agreement (SLAs) by severity code and phase for opened items are provided below. Response and resolution times are measured from when the request/incident/problem is received by the State. (Note: All minutes and hours are calendar minutes and hours, not business minutes and hours.)

**Table 3: Response and Resolution Times**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Severity Code** | **Initial Response** | **Estimation Response** | **Delivery of Update (if there is an update)** | **Resolution Completion (unless otherwise approved by the State)** |
| 1 | 15 minutes | 2 hours | Every hour | 4 hours |
| 2 | 30 minutes | 2 hours | Every 2 hours | 8 hours |
| 3 | 1 hour | 8 hours | Every 4 hours | 4 calendar days |
| 4 | 1 hour | Next Business Day | Weekly | 20 calendar days |

## Adaptation of System to Align with Federal Requirements

Due to ongoing changes required by the Federal government, SAMHSA, and its agents (including the Federal 988 Lifeline Administrator), changes may be required to the System to remain compliant with state and federal obligations. Accordingly, the Contractor shall adapt the System to meet these changes as part of its duties under this Contract as the System is not useful to the State if it prevents the State and its providers from remaining in compliance with these changes. The State agrees to validate new requirements with the Contractor via written confirmation of the requirement. The Contractor will work with the State on a timeline to deliver the requirement upon receipt of written communication. Such adaptation may include, but is not limited to, adding fields and reporting requirements. Such adaptations are part of this contract and will be performed for no additional consideration and with consultation of and approval by the State.

# End-Of-Contract Requirements

The services to be performed under the Contract resulting from this RFP are vital to the State and must be continued without interruption. Procedures must be in place to ensure a seamless transition and uninterrupted service throughout the transition to a project successor at Contract end. The State seeks to ensure that program stakeholders experience no adverse impact from the transfer of scope to the successor contractor(s) should the Contract not be extended or terminated early.

The Contractor shall be responsible for planning and performing end of contract transition and disengagement activities. Disengagement includes transition planning to ensure a seamless operational transition to its designee in the event of required contract transition. The Contractor shall work with the State to ensure that all end of contract transition tasks are completed and that all responsibilities are transitioned in a timely and effective manner.

At the end of the contract period, the Contractor shall work cooperatively with the State and any of its contracting organizations to develop and successfully implement the End-of-Contract Transition Plan described in Section 10.16.

1. The Contractor shall attend transition meetings, as reasonable and necessary;
2. The Contractor shall provide timely and accurate transmission of all information related to open audits, investigations and other activities contemplated by this Contract;
3. The Contractor shall transition, provide access to or exports of, any and all customizations or configurations, including users, security hierarchy, skills, workgroups, licensing, logs, recordings, and any and all other State-owned data; and
4. The Contractor shall comply with any other reasonable State requests.

# Service Levels and Performance Withholds

It is the State’s primary goal to ensure that the Contractor is accountable for delivering services as defined and agreed to in the Contract. This includes, but is not limited to, performing all items described in the Scope of Work, completing all deliverables in a timely manner described in the Scope of Work, and generally performing to the satisfaction of the State. Failure to perform in a satisfactory manner may result in corrective actions and the performance withholds described below.

## Design, Development, and Implementation Payment Reductions

If the Contractor fails to achieve the agreed-upon Go-Live date as agreed upon in the approved Project Plan, the State may reduce payment for the Go-Live Milestone by point one five percent (0.15%) of the total milestone payment for each calendar day the Go-Live is delayed. This reduction is commensurate with the reduction of the System’s value to the State. Reductions will begin on the first calendar day following the agreed-upon Go-Live date and continue until the Contractor achieves Go-Live as defined in the Contract. The payment shall not be reduced if the State and Contractor have a written agreement approving a revised Go-Live date.

* 1. **Service Level Agreements**

Failure by the Contractor to meet SLAs may cause the State to incur economic damages and losses, including but not limited to:

* 1. Federal penalties;
  2. Lost Federal match funding if certain implementation deadlines are missed;
  3. Staff productivity losses due to downtime/poor response times;
  4. Costs incurred due to any overtime necessitate;
  5. Crisis Specialist time lost if interface is partially or completely down;
  6. Negative project impact due to lack of proper documentation or improper procedures; and
  7. Impact to timeline/budget.

As such, compensation during the M&O phase of the Contract will be tied to the SLAs below. There are two sets of SLAs: one relating to M&O services and one relating to system enhancements. Each set of SLAs has a corresponding withhold from the monthly M&O payment, as described further below. Successfully performing in accordance with SLA expectations will allow the Contractor to invoice for the applicable withheld payment while a failure to perform may result in forfeiture of a withheld amount, as described below.

The Contractor will provide monthly updates on their performance in relation to the SLAs. The State may also provide the Contractor with a written notice of non-compliance and may require any of the corrective actions or remedies described in the Contract or required by the State. The foregoing does not constitute a waiver, on the part of the State, to pursue any damages it may suffer as a result of the actions of the Contractor.

The State reserves the right, in its sole discretion, to waive any service levels and performance withholds. Such decision must be made in writing.

## Maintenance and Operations Service Level Agreements

The following are service levels for the M&O services. All service levels will be reported monthly to the State in a written report. Validation of the SLAs will be conducted by the State, and the Contractor must provide any supporting documentation requested as part of validation activities. The Contractor shall provide full transparency for the State staff to access all materials and work products associated with the Contract scope, including but not limited to system monitoring reports, Contractor staff time reports, Contractor staff status reports, Contractor staff calendars, agendas, meeting notes, and charters.

The table below provides the SLA thresholds that define compliance and is the basis for determination of loss of the performance-based withhold of the monthly M&O fee.

**Table 4: M&O Thresholds for Compliance**

|  |  |  |
| --- | --- | --- |
| **SLA #** | **Service Level Agreement** | **Threshold for Compliance (Reported Monthly)** |
| 1 | **System Uptime**. Maintain uptime (total time minus scheduled maintenance/ unscheduled outage time) of the System as designed against a (twenty-four) 24 hours per day, seven (7) days per week operating schedule, excluding planned outages. This includes all system functions under Contractor control, either directly or through subcontractor(s). To be measured on a monthly basis | Ninety-nine point ninety-nine percent (99.99%) uptime other than scheduled maintenance time |
| 2 | **Response Timeliness**. Provide response time compliance for user requests, incidents, defects, and bugs based on Severity Code timeliness standards outlined in Section 17.4. | Ninety-eight percent (98%) of total measured response times are met  For example, if there are twenty-five (25) items opened in a month, that equates to one hundred (100) response time measurements (Twenty-five (25) items with four (4) response stages).  The Contractor must meet the response times for at least ninety-eight percent (98%) of these measurements in the month. |
| 3 | **Resolution Timeliness.** Resolve opened  incidents in the required timeframes in Section 17.4 | Ninety-nine percent (99%) of opened incidents resolved on time |
| 4 | **Recurring Reports Accuracy/Timeliness.** Produce recurring reports in accordance with approved requirements accurately and on time, to a mutually agreed upon completion date – see Section 11  (Any unapproved deviation from timeliness and accuracy standards will be corrected on a schedule based on critical nature of the deviation as determined by the State) | One hundred percent (100%) of reports are accurate and delivered on time\* |
| 5 | **Ad Hoc Reports Accuracy/Timeliness.** Produce accurate ad hoc reports in accordance with timeline associated with the State’s assigned level of urgency and mutually agreed upon completion date – see Section 11.4  (Any unapproved deviation from timeliness and accuracy standards will be corrected on a schedule based on critical nature of the  deviation as determined by the State) | One hundred percent (100%) of reports are accurate and delivered on time\* |
| 6 | **Security Incident Notification Timeliness.** Security Incidents shall be made known to the FSSA Privacy & Security Office and the Data & Analytics team within fifteen (15) minutes of when Contractor discovered the Security Incident.  Please see Clause 12 of Attachment B for the definitions of “Security Incident”, “discovered”, and “discovery”. | One hundred percent (100%) compliance, as measured by time elapsed from Security Incident discovery |
| 7 | **Privacy and Security Compliance.** Compliant with federal laws and regulations, Indiana Law, MARS-E, and HIPAA requirements for privacy and security in all activities.  Please see Clause 12 of Attachment B for the definition of “breach” and additional relevant information. | No incidents of non-compliance.  (Any incidents of non-compliance discovered by or reported to the State shall be cured by the Contractor within thirty (30) calendar days upon notice by the State; satisfactory failure to cure would subject the Contractor to the withhold established below and repeated failures to cure would be  cause for termination of the agreement.) |

*\* If an error is identified by the State or a representative designated by the State on a report, and it is confirmed by another State representative or another representative designated by the State as an avoidable error, then that error will be logged as an inaccuracy for the month.*

During each month of the contract, the State will withhold ten percent (10%) of that month’s M&O fees as listed in the Contract. The State will evaluate service level noncompliance monthly. If two (2) or more service levels are not reached for any given month, the performance withhold amount for that month will be at risk for forfeit unless all metrics are met in the next two (2) consecutive months. At the State’s request, Contractor shall perform a corrective action plan (CAP) that outlines how the Contractor plans to correct poor performance. If two (2) or more instances of failure to meet an SLA (as detailed in above) are reported in two (2) consecutive months, the Contractor must prepare and submit a root-cause analysis and remediation plan to the State, the form and scope of which shall be agreed to by the parties.

## System Enhancements Service Level Agreements

The following are service levels for enhancements. These will be reported monthly to the State in a written report.

**Table 5: Enhancement Thresholds for Compliance**

|  |  |  |
| --- | --- | --- |
| **SLA#** | **Key Service Level Agreement** | **SLA Threshold for Compliance** |
| 8 | **Enhancement Estimates Timeliness.** Provide completed enhancement Change Request (including all required elements such as cost and time estimates) within one (1) week from request submission | Ninety-five percent (95%) compliance |
| 9 | **Enhancement Completion Timeliness.** Complete requested enhancement within estimated time frames approved by the State | One hundred percent (100%) compliance |
| 10 | **Defect/Bug Correction Timeliness.** Correct defects and bugs found during User Acceptance Testing per the timeframes agreed upon with the State at the time the defects/bugs are reported. The Contractor shall receive State approval on which bugs are allowed to be uncorrected before production. | Correct one hundred percent (100%) of defects (Severity Level 1 and 2 as defined by Section 17.4) and  Ninety-five percent (95%) of bugs (Severity Level 3 and 4 as defined by Section 17.4) per the timeframes agreed upon with the State |
| 11 | **Budget Adherence.** The Contractor shall complete requested enhancements within the State-approved budget. The  Contractor shall be responsible for any expenditures over the State- approved budget if no changes in scope were made. | One hundred percent (100%) compliance |

During each month of the contract, the State will withhold fifteen percent (15%) of that month’s M&O fees as listed in the Contract. The State will evaluate service level noncompliance monthly. The State will evaluate enhancement -related service levels monthly for noncompliance. If one (1) or more service levels as defined above are not reached for any given month, the performance withhold amount for that month will be at risk for forfeit unless all metrics are met in the next two (2) consecutive months. If two (2) or more instances of failure to meet an SLA (as detailed in above) are reported in two (2) consecutive months, Contractor must prepare and submit a root-cause analysis and remediation plan to the State, the form and scope of which shall be agreed to by the parties.