

<b>STATE OF NORTH CAROLINA</b> Department of Health and Human Services DHSR	Request for Proposal Lite No. 30-25140-DHSR	
	Offers will be publicly opened: July 11, 2025	
	Issue Date: June 6, 2025	
<i>Refer <u>ALL</u> inquiries regarding this RFP Lite to:</i>  David Lukas David.lukas@dhhs.nc.gov	Commodity Number: 861118	
	Description: Educational Exchanges	
	Using Agency: DHHS	
	Requisition No.: 25140	

**OFFER AND ACCEPTANCE**

The State seeks offers for the Software, Services and/or goods described in this solicitation. The State's acceptance of any offer must be demonstrated by execution of the acceptance found below and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: In cases of conflict between documents comprising the contract, the order of precedence shall be (1) Best and Final Offers, if any, (2) special terms and conditions specific to this Request for Proposal-RFP Lite, (3) specifications, (4) Department of Information Technology Terms and Conditions of this RFP Lite, and (5) the agreed portions of the awarded Vendor's offer.

**EXECUTION**

In compliance with this RFP Lite and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all Services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein. By executing this offer, I certify that this offer is submitted competitively and without collusion.

**Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.**

OFFEROR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY, STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for thirty (30), days from date of offer opening unless otherwise stated here: 180 days

**ACCEPTANCE OF OFFER**

If any or all parts of this RFP Lite are accepted, an authorized representative of DHHS shall affix their signature hereto. A copy of this acceptance will be forwarded to the successful vendor(s).

<p><b><u>FOR STATE USE ONLY</u></b></p> <p>Offer accepted and contract awarded this _____ day of _____, 20____, as indicated on attached certification,</p> <p>by _____ (Authorized representative of DHHS).</p>
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**1.0 INTENT, USE, DURATION AND SCOPE**

The purpose of this RFP Lite for the Department of Health and Human Services, Division of Health Service Regulation (“Division” or “State”), to solicit offers from Vendors to provide psychometric written, skills and oral performance-based examinations, as applicable, to Candidates/Applicants, who seek to be registered as a Nurse Aide I, a Medication Aide at Long Term Care Facilities/Nursing Homes (“Medication Aide – Long Term Care”), and/or a Medication Aide at Adult Care Homes/Facilities (“Medication Aide – Adult Care”), and be added to the State of North Carolina’s (NC) Nurse Aide I and Medication Aide Registries. Such testing products and services shall include:

- a) Standardized test development or utilization, including test questions, test materials, and cut score determinations;
- b) Testing locations and staff;
- c) Exam registration, including screening for candidate eligibility and application processing;
- d) Exam scheduling;
- e) Exam fee collection and processing;
- f) Exam administration;
- g) Skills-based practical evaluation (demonstration) exam and staff;
- h) Exam scoring, certifying and reporting activities;
- i) Respond to inquiries and grievances; and
- j) Management of examination documentation and data, including but not limited to, registration applications, all pass or fail completed examinations, and the identity and verification of examination participants in a secure, vendor-hosted environment.

The State desires a Vendor to provide the following three (3) types, and associated formats, of testing for Nurse Aide I, Medication Aide – Long Term Care, and Medication Aide – Adult Care providers.

The State has a need to deliver the following types of tests:

- 1. For Nurse Aide I testing, provide a multiple choice written test (with the availability of oral administration of the written test) and a skills-based practical evaluation (demonstration).
- 2. For Medication Aide – Long Term Care testing, provide a multiple choice written test.
- 3. For Medication Aide – Adult Care testing, provide a multiple choice written test.

Products and Services will be provided in accordance to the terms and conditions of this RFP Lite.

**2.0 GENERAL INFORMATION**

**2.1. VENDOR QUESTIONS**

All inquiries regarding the solicitation specifications or requirements are to be addressed to the contact person listed on Page One of this solicitation. Vendor contact regarding this Solicitation with anyone other than the contact person listed on Page One of this Solicitation may be grounds for rejection of said Vendor’s offer.

Written questions concerning this Solicitation will be received until **June 20, 2025** at 2:00 pm Eastern Time. They must be submitted to the contact person listed on Page One of this Solicitation via the Ariba Sourcing Tool’s message board. Please enter “Questions Solicitation 30-25140-DHSR” as the subject for the message.

REFERENCE	VENDOR QUESTION
RFP Lite Section, Page Number	

## 2.2. ADDENDA

The State may issue addenda if Vendor questions are permitted as described below, or if additional terms, specifications, or other changes are necessary for this procurement. All addenda shall become an Addendum to this RFP Lite.

## 2.3. OFFER SUBMITTAL

Due Date: July 11, 2025  
Time: 2:00 pm Eastern Time

**IMPORTANT NOTE:** It is the Vendor's sole responsibility to upload their offer to the Ariba Sourcing Module by the specified time and date of opening. Vendor shall bear the risk for late electronic submission due to unintended or unanticipated delay, including but not limited to internet issues, network issues, local power outages, or application issues. Vendor must include all the pages of this solicitation in their response.

**Sealed offers**, subject to the conditions made a part hereof, will be received until 2:00pm Eastern Time on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Offers must be submitted via the Ariba Sourcing Module with the Execution page signed and dated by an official authorized to bind the Vendor's firm. Failure to return a signed offer shall result in disqualification.

**Attempts to submit a proposal via facsimile (FAX) machine, telephone, email, email attachments, or in any hardcopy format in response to this Bid SHALL NOT be accepted and will automatically be deemed Non-Responsive.**

- a) Submit **one (1) signed, original electronic offer** through the Ariba Sourcing Module.
- b) The Ariba Sourcing Module document number is: WS1462184328
- c) All File names should start with the Vendor name first, in order to easily determine all the files to be included as part of the vendor's response. For example, files should be named as follows: Vendor Name-your file name.
- d) File contents **SHALL NOT** be password protected, the file formats must be in .PDF, .JPEG, .DOC or .XLS format, and shall be capable of being copied to other sources. Inability by the State to open the Vendor's files may result in the Vendor's offer(s) being rejected as Non-Responsive.
- e) If the vendor's proposal contains any confidential information (as defined in Section 7.0), then the vendor must provide one (1) signed, original electronic offer and one (1) redacted electronic copy.

For Vendor training on how to use the Ariba Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Ariba Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST

## 2.4. BASIS FOR REJECTION

Pursuant to 9 NCAC 06B.0401, the State reserves the right to reject any and all offers, in whole or in part; by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered;

non-compliance with the specifications or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to the State; cancellation or other changes in the intended project, or other determination that the proposed requirement is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of the State. Vendor contact regarding this RFP Lite with anyone other than David Lukas may be grounds for rejection of said Vendor's offer.

## **2.5. LATE OFFERS**

Regardless of cause, late offers will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to ensure delivery at the designated office by the designated time. Late offers will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

## **2.6. NON-RESPONSIVE OFFERS**

Vendor offers will be deemed non-responsive by the State and will be rejected without further consideration or evaluation if statements such as the following are included:

- "This offer does not constitute a binding offer",
- "This offer will be valid only if this offer is selected as a finalist or in the competitive range",
- "Vendor does not commit or bind itself to any terms and conditions by this submission",
- "This document and all associated documents are non-binding and shall be used for discussion purposes only",
- "This offer will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties", or
- A statement of similar intent.

## **2.7. NOTICE TO VENDORS**

**The State objects to and will not be required to evaluate or consider any additional terms and conditions not previously agreed to by the State and submitted with an Offeror's response. This applies to any language appearing in or attached to the document as part of the Offeror's response. By execution and delivery of this RFP Lite and response(s), the Offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.**

## **2.8. E-PROCUREMENT SOLICITATION**

**This is an E-Procurement solicitation.** See Paragraph #31 of the attached Department of Information Technology Terms and Conditions.

- a) General information on the E-Procurement service can be found at <http://eprocurement.nc.gov/>
- b) Within two days after notification of award of a contract, vendor must register in NC E-Procurement @ Your Service at the following web site: <https://vendor.ncgov.com/vendor/login>
- c) As of the RFP Lite submittal date, the Vendor must be current on all E-Procurement fees. If the Vendor is not current on all E-Procurement fees, the State may disqualify the Vendor from participation in this solicitation.

## **2.9. DISTRIBUTORS AND RESELLERS – RESERVED**

## **2.10. POSSESSION AND REVIEW**

During the evaluation period and prior to award, possession of the bids and accompanying information is limited to personnel of the issuing agency, and to the committee responsible for participating in the evaluation. Vendors who attempt to gain this privileged information, or to

influence the evaluation process (i.e. assist in evaluation) will be in violation of purchasing rules and their offer will not be further evaluated or considered.

After award of contract the complete bid file will be available to any interested persons with the exception of trade secrets, test information or similar proprietary information as provided by statute and rule. Any proprietary or confidential information, which conforms to exclusions from public records as provided by N.C.G.S. §132-1.2 **must be clearly marked as such in the offer when submitted.**

### 2.11. **BEST AND FINAL OFFERS (BAFO)**

The State may establish a competitive range based upon evaluations of offers, and request BAFOs from the Vendor(s) within this range; e.g. "Finalist Vendor(s)". If negotiations or subsequent offers are solicited, the Vendor(s) shall provide BAFO(s) in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from further consideration. The State will evaluate BAFO(s), oral presentations, and product demonstrations as part of the Vendors' respective offers to determine the final rankings.

### 2.12. **AWARD**

The State reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated specifications as to quantity, quality, delivery, service, geographical areas; and where other factors are deemed to be necessary or proper to the purchase in question.

A link to the NC electronic Vendor Portal (eVP) allows the public to retrieve contract award information electronically from the web site: <https://evp.nc.gov/solicitations/> Results may be found by searching by RFP Lite number or agency name. This information may not be available for several weeks depending upon the complexity of the acquisition and the length of time to complete the evaluation process.

### 2.13. **POINTS OF CONTACT**

Contact by the Offeror with the persons shown below for contractual and technical matters related to this RFP Lite is only permitted if expressly agreed to by the purchasing lead named on page 4, or upon award of contract:

<b>Vendor Contractual Point of Contact</b>	<b>Vendor Technical Point of Contact</b>
[NAME OF VENDOR] Street: [STREET ADDRESS] [CITY, STATE, ZIP] Attn: Assigned Contract Manager/Email	[NAME OF VENDOR] Street: [STREET ADDRESS] [CITY, STATE, ZIP] Attn: Assigned Technical Lead/Email

### 2.14 **SOURCE SELECTION**

A trade-off/ranking method of source selection will be utilized in this procurement to allow the State to award this RFP Lite to the Vendor providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with or traded-off against other non-price factors.

- a) Evaluation Process Explanation. State Agency employees will review all offers. All offers will be initially classified as being responsive or non-responsive. If an offer is found non-responsive, it will not be considered further. All responsive offers will be evaluated based on stated evaluation

criteria. Any references in an answer to another location in the RFP Lite or Offer shall have specific page numbers and sections stated in the reference.

- b) To be eligible for consideration, Vendor's offer must substantially conform to the intent of all specifications. Compliance with the intent of all specifications will be determined by the State. Offers that do not meet the full intent of all specifications listed in this RFP Lite may be deemed deficient. Further, a serious deficiency in the offer to any one (1) factor may be grounds for rejection regardless of overall score.
- c) The evaluation committee may request clarifications, an interview with or presentation from any or all Vendors as allowed by 9 NCAC 06B.0307. However, the State may refuse to accept, in full or partially, the response to a clarification request given by any Vendor. Vendors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms. Vendors should be prepared to send qualified personnel to Raleigh, North Carolina to discuss technical and contractual aspects of the offer.

Vendors are advised that the State is not obligated to ask for or accept after the closing date for receipt of offer, data that is essential for a complete and thorough evaluation of the offer.

## **2.15 EVALUATION CRITERIA**

Evaluation shall include best value, as the term is defined in N.C.G.S. § 143-135.9(a)(1), compliance with information technology security standards and policies, substantial conformity with the specifications, and other conditions set forth in the solicitation. The following Evaluation Criteria are listed in Order of Importance.

- 1) How well the Vendor's offer conforms with the solicitation
- 2) How each Vendor's offer compares with other Vendors' offers
- 3) Total Cost of Ownership
- 4) Strength of references relevant or material to technology area(s) or Specifications (see Attachment A for submittal form) and Vendor Past Performance (The Vendor may be disqualified from any evaluation or award if the Vendor or any key personnel proposed, has previously failed to perform satisfactorily during the performance of any contract with the State, or violated rules or statutes applicable to public bidding in the State.)
- 5) Risks associated with the Vendor's offer including errata and exceptions submitted of the entire solicitation but especially those of the State's Terms and Conditions in Section 7.0

## **2.16. RFP LITE AWARD**

It is the general intent to award this contract to one Vendor. As provided by statute, award will be based on Best Value Analysis, in accordance with N.C.G.S. §143B-1350(h), which provides that the offer must be in substantial conformity with the specifications herein, and 09 NCAC 06B.0302.

A link to the eVP System allows the public to retrieve contract award information electronically from the Internet web site: Results may be found by searching by RFP Lite number or agency name. This information may not be available for several weeks depending upon the complexity of the acquisition and the length of time to complete the evaluation process.

## **3.0 SPECIFICATIONS**

### **3.1. VENDOR STANDARD AGREEMENT(S)**

The terms and conditions of Vendor's standard license, maintenance or other agreement(s) applicable to Software and other Products acquired under this Agreement may apply to the extent such terms and conditions do not materially change the terms and conditions of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the Vendor's standard agreement(s), the terms and conditions of this Agreement relating to audit and records, jurisdiction, choice of law, the State's electronic procurement application of law or administrative

rules, the remedy for intellectual property infringement and the exclusive remedies and limitation of liability in the Terms and Conditions herein shall apply in all cases and supersede any provisions contained in Vendor's relevant standard agreement or any other agreement. The State shall not be obligated under any standard license and/or maintenance or other Vendor agreement(s) to indemnify or hold harmless the Vendor, its licensors, successors or assigns; nor arbitrate any dispute, nor pay late fees, legal fees or other similar costs.

### **3.2. VENDOR UTILIZATION OF WORKERS OUTSIDE U.S.**

In accordance with N.C.G.S. §143B-1361(b), Vendor must detail in the RFP Lite response, the manner in which it intends to utilize resources or workers located outside the U.S. The State of North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Vendor's offer. The Vendor shall provide the following for any offer or actual utilization or contract performance:

- a) The location of work performed under a state contract by the Vendor, any subcontractors, employees, or other persons performing the contract and whether any of this work will be performed outside the United States.
- b) The corporate structure and location of corporate employees and activities of the Vendors, its affiliates or any other subcontractors.
- c) Notice of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing Services under a state contract outside of the United States.
- d) Any Vendor or subcontractor providing call or contact center Services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center Services are being provided.

Will any work under this contract be performed outside the United States?  YES  NO

If Vendor answered "YES" above, list the location(s) outside the United States where work under this contract will be performed by Vendor, any sub-contractors, employees, or other persons performing work under the contract.

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### **3.3. E-VERIFY**

Pursuant to N.C.G.S. § 143B-1350(k), the State shall not enter into a contract unless the awarded Vendor and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Vendors are directed to review the foregoing laws. Any awarded Vendor must submit a certification of compliance with E-Verify to the awarding agency, and on a periodic basis thereafter as may be required by the State.

### **3.4 SPECIFICATIONS SPECIFIC TO THIS RFP LITE**

#### **3.4.1 Business and Compliance Specifications**

Business and Technical specifications means, as used herein, a specification that documents the requirements of a system or system component. Substantial conformity with compliance specifications is required.

Vendor is to describe how their solution meets the following <b>Business Specifications</b> :		Description (Vendor may add additional pages for description (if needed))
a	Provide a secure Solution(s) for information regarding Candidates;	
b	Provide a secure Solution(s) for Candidates to access and register for all testing examinations;	
c	Provide a secure Solution(s) for the administration of testing examinations and evaluations at multiple locations in North Carolina;	
d	Manage and deliver the entire examination process, including but not limited to the collection and processing of Candidate applications and fees, screening of Candidate eligibility, and scheduling and administration of testing examinations at multiple locations in North Carolina;	
e	Notify Candidates that they are eligible to take a specific examination;	
f	Notify Candidates that they are not eligible to take a specific examination.	
g	Develop and deliver standardized, secure, psychometrically sound and defensible performance-based testing examinations to evaluate Candidates' competency to function as a Nurse Aide I or as a Medication Aide;	
h	Provide and assign Nurse Evaluators and determine their required training;	
i	Manage the competency of Nurse Evaluators and determine their required training;	
j	Score and certify testing examinations;	
k	Report testing examination results to Candidates and Training Programs;	
l	Generate and provide the State with statistical/data reports;	
m	Maintain a quality assurance program to ensure exam integrity;	
n	Provide a "Candidate Handbook" for Candidates, Training Programs, and the State;	

Vendor is to describe how their solution meets the following <b>Business Specifications</b> :		Description (Vendor may add additional pages for description (if needed))
o	Comply with the compliance requirements outlined in this RFP Lite during the term of the Contract;	
p	Maintain liaison relationships with the State, Training Programs, and Candidates;	
q	Assign Vendor personnel resources to manage adequate exam locations and the qualifications of exam providers;	
r	Manage and resolve any customer service or quality concern for all types of examinations, including but not limited to complaints, grievances, and investigations that involve applying, registering, providing payment, completing the test, receiving a score report, and vendor associated personnel;	
s	Provide operations and maintenance support for the Solution(s) and hosting services for the Solution and Confidential Information;	
t	Convert/migrate the Confidential Information from the incumbent vendor's hosting environment to the new awarded Vendor's hosting environment during the Transition-In Phase;	
u	Manage the Confidential Information according to the requirements set forth herein by the State; and	
v	Transmit Confidential Information daily to the State securely to ensure the State maintains accurate and up-to-date Nurse Aide I and Medication Aide Registries.	

Vendor is to describe how their solution meets the following the following <b>Compliance Specifications</b> :		Description (Vendor may add additional pages for description (if needed))
a	<p>The Solution(s) should meet the compliance requirements listed below for <b>both</b> the Nurse Aide I and Medication Aide examinations.</p> <ol style="list-style-type: none"> <li>1. Section 508 of the Rehabilitation Act at:  <a href="https://www.section508.gov">https://www.section508.gov</a>, 29 U.S.C. § 794d, §1194.22,  <a href="https://www.section508.gov/manage/laws-and-policies">https://www.section508.gov/manage/laws-and-policies</a></li> <li>2. The North Carolina Persons with Disabilities Protection Act,</li> </ol>	

Vendor is to describe how their solution meets the following the following <b>Compliance Specifications:</b>	Description (Vendor may add additional pages for description (if needed))
<p>including but not limited to, NCGS 168A-7, "Discrimination in Public Service".</p> <ol style="list-style-type: none"> <li>3. <a href="https://www.ada.gov/508/">https://www.ada.gov/508/</a></li> <li>4. <a href="https://www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter_168A/GS_168A-7.pdf">https://www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter_168A/GS_168A-7.pdf</a></li> <li>5. Payment Card Industry Data Security Standard, <a href="https://www.pcisecuritystandards.org/">https://www.pcisecuritystandards.org/</a></li> <li>6. All current and future applicable federal, DHHS and State statutes, regulations, standards, manuals, policies and guidelines.</li> </ol>	
<p>b The Vendor should meet all federal and State requirements listed below that are associated with the Nurse Aide I examination and any new or different requirements that may be imposed if the federal or State requirements are amended.</p> <ol style="list-style-type: none"> <li>1. Federal Laws: <ol style="list-style-type: none"> <li>a. Omnibus Budget Reconciliation Act (OBRA) of 1987</li> <li>b. Omnibus Budget Reconciliation Act (OBRA) of 1989</li> <li>c. Omnibus Budget Reconciliation Act (OBRA) of 1990</li> <li>d. 42 CFR 483, Subpart B 483.35</li> <li>e. 42 CFR 483, Subpart D 483.150</li> <li>f. 42 CFR 483, Subpart D 483.151</li> <li>g. 42 CFR 483, Subpart D 483.152</li> <li>h. 42 CFR 483, Subpart D 483.154</li> <li>i. 42 CFR 483, Subpart D 483.156</li> </ol> </li> </ol>	

Vendor is to describe how their solution meets the following the following <b>Compliance Specifications:</b>	Description (Vendor may add additional pages for description (if needed))
<p>j. 42 CFR 483, Subpart D 483.158</p> <p>2. State Laws:</p> <p>a. N.C. § 131E-255 b. 10A NCAC 13O .0301 c. 21 NCAC 36 .0403 d. 21 NCAC 36 .0405</p>	
<p>c</p> <p>The Vendor should meet all State requirements listed below that are associated with the Medication Aide – Long Term Care examination.</p> <p>State Laws:</p> <p>1. N.C. § 90-171.56 2. N.C. § 131E-114.2 3. N.C. § 131E-270 4. 10A NCAC 13O .0201 5. 10A NCAC 13O .0202 6. 21 NCAC 36 .0403 7. 21 NCAC 36 .0406</p>	
<p>d</p> <p>The Vendor should meet all State requirements listed below that are associated with the Medication Aide – Adult Care examination.</p> <p>State Laws:</p> <p>1. N.C. § 131D-4.5A 2. N.C. § 131D-4.5B 3. 10A NCAC 13E .0702 4. 10A NCAC 13F .0403 5. 10A NCAC 13F .0503 6. 10A NCAC 13F .0506 7. 10A NCAC 13G .0403 8. 10A NCAC 13G .0503 9. 10A NCAC 13G .0506</p>	
<p>e</p> <p>Data Security Plan—Vendor to describe how they develop and submit, within 30 calendar days after Contract execution, a Security Plan, as detailed in Section 3.5 Security Specifications.</p>	
<p>f</p> <p>Transition In and Out Plans—Vendor to describe how they develop and submit, within 30 calendar days after Contract execution, a Transition In and Out Plan detailed in Section 3.4.3.9 b.</p>	

Vendor is to describe how their solution meets the following the following <b>Compliance Specifications:</b>	Description (Vendor may add additional pages for description (if needed))
g Data Conversion and Migration Plan—The Vendor to describe how they prepare its secure environments for data conversion and migration activities. The Vendor agrees to notify the State that the environments are ready for data conversion and migration within fifteen (15) calendar days of Contract award.	
h Exam Testing—Vendor should have the ability and resources to perform the following Exam Development and Administration: <ol style="list-style-type: none"> <li>1. Nurse Aide I Examination</li> <li>2. Medication Aide—Long Term Care Examination</li> <li>3. Medication Aide—Adult Care Examination</li> </ol>	
i Operations and Maintenance Phase—Vendor to describe how they will provide Operations and Maintenance Support 24/7/365, including maintenance of the hardware and operating systems needed to host the Solution(s).	

### 3.4.2 Functional Specifications

Describe your proposed Solution(s)'s ability to meet each of the following functional specifications, providing a detailed description of how the proposed Solution(s) will conform to the specification. If the proposed Solution(s) will not conform to the specification, state so and explain why. This detailed description should include the Solution(s)'s capabilities, features, and any limitations. Provide a response at the detail specification level for each functional specification and supply a reference to each point in your response (for example, specification level Section 3.5.2.1)a-k. for each of the functional specifications outlined below.

- a) Describe your approach for providing a Solution(s) to **implement and facilitate the State's testing examination and administration processes**, addressing each of the following in detail:
1. The Vendor's proposed Solution(s) to identify Candidates in the Solution(s).
  2. How the Vendor's proposed Solution(s) will permit Qualified Candidates to register to take a Nurse Aide I or Medication Aide examination, entering specific identifiers in the Solution(s) to complete their application.
  3. How the Vendor will notify Candidates that they can or cannot take an examination, addressing how the notification to the prospective Candidate will be sent.
  4. How the Vendor's proposed Solution(s) will allow Candidates to select each examination type and a testing site location.
  5. Identify if the examinations are available in languages other than English and Spanish. Include the type of examination and associated cost

- b) Describe how the Vendor's proposed Solution(s) will **verify Candidate's qualifying information, schedule testing, and collect and process fee payments.**
- c) Describe how the Vendor's proposed Solution(s) will **allow Candidates to schedule testing after the Candidate's completion of his or her application.** Include the number of Business Days for the proposed Solution(s) to notify Candidates of their availability to schedule a test after completion of their application.
- d) Describe how the Vendor's proposed Solution(s) will **notify Candidates of the available dates, times, and locations for an examination (by exam type) across the state. Include how the Solution(s) will notify Candidates that another date, time, location must be selected if unavailable.** Include if the Vendor will provide the address, driving directions, contact information, and website information for the examination.
- e) Describe how the Vendor's proposed Solution(s) will **track the number of times a Candidate fails or does not pass an examination** within the required time period, adhering to the following:
  1. Any Candidate must pass both portions of the Nurse Aide I competency examination within two (2) years of their training completion date or within three (3) attempts, whichever comes first. Failure to do so will require re-training at a State-Approved Training Program and re-taking both portions of the examination.
  2. Any Candidate must pass the Medication Aide – Long Term Care competency examination within two (2) years of their training completion date or within three (3) attempts, whichever comes first. Failure to do so will require training at a North Carolina Board of Nursing-approved medication aide training program and to re-taking the examination.
  3. Notify the Candidates of the above requirements prior to taking a test or retest.
  4. If a Candidate wants to take the Nurse Aide I examination and the Medication Aide – Long Term examination, then the Candidate must successfully pass the Nurse Aide I examination prior to scheduling the Medication Aide – Long Term examination.
- f) Describe how the Vendor's proposed Solution(s) will **notify the Candidates of their test results for the examination**, addressing the following:
  1. How long after completion of the test the Candidate will be notified.
  2. Whether notification will take place the same way for all examination types.
  3. Whether the notification process will be both automated and manual or just fully automated.
  4. If an individual does not complete the evaluation satisfactorily, the areas which he or she did not pass.
- g) **Describe the process associated with inquiries, substantiated and unsubstantiated complaints, and grievances.** Include how the Vendor receives, reviews, investigates, and communicates outcomes for each occurrence. Include the approximate response times needed for each type of occurrence. The Vendor shall incur all costs associated with inquiries, complaints and, and grievances.
- h) **Describe how security will be approached in a role-based, multi-tiered infrastructure to ensure maximum granularity and access control, including the specific levels of role-based access and the limits to each level of access, and who (Vendor, State, or both) will function as administrators for granting access to the State's users.**
- i) Describe how the Vendor's proposed Solution(s) will **accept payment for testing examination fees**, addressing the following:

1. The types of payment methods the Vendor will offer in addition to credit, debit, and gift cards (i.e., PayPal, Apple Pay, Google Pay, or Training Program Vouchers); and
2. How the Solution(s) complies with the Payment Card Industry Data Security Standard to ensure that cardholder data is transmitted securely.

### **3.4.3 Non-Functional Specifications**

Non-Functional Specifications refer to ancillary activities related to the Vendor's ability to administer the Nurse Aide I and Medication Aide testing examination processes. Any documents, agreements, or plans specified within this section and submitted as part of the response to this RFP Lite can be included as clearly marked attachments.

Describe your ability, as applicable, to meet each of the following non-functional specifications, explaining in detail how the Vendor will conform to the non-functional specification. Provide a response at the detail specification level for each non-functional specification included below and supply a reference to each point in your response.

#### **3.4.3.1 Exam Development**

Describe how you will develop the Nurse Aide I and the Medication Aide examinations, addressing how you will perform the tasks below and distinguishing between examination types in your response.

##### **a) Nurse Aide I Test Examination**

1. Describe how the Vendor shall develop and administer the Nurse Aide I test examination, adhering to the following:
  - a. The Nurse Aide I test examination shall contain two components, a multiple-choice examination and a skills-based practical evaluation (demonstration).
  - b. The Nurse Aide I multiple-choice examination will provide the option for the Candidate to choose between an oral and written test. A Candidate may choose an online multiple-choice examination, if available from the Vendor and approved by the Division.
  - c. The examination should be based on the State-approved curriculum;
  - d. The examination should follow all Federal and state rules, statutes, and regulations;
  - e. The multiple-choice examination should be offered in both English and Spanish;
  - f. Vendor's approach to objectively score examinations and administer examinations in a standardized manner; and
  - g. For the oral examination, Vendor's approach to read information from a prepared text in a neutral manner.
2. Describe how the Vendor will accomplish the following tasks for the Nurse Aide I skills-based practical evaluation (demonstration):
  - a. Include a pool of skills generally performed by nurse aides. The pool of skills should include handwashing, taking and recording vital signs, measuring and recording height and weight, all the personal care skills that currently are listed in 42 CFR § 483.152, and any new or different requirements that may be imposed if federal or state requirements or preferences are amended.
  - b. Include handwashing in every skills-based practical evaluation (demonstration).
  - c. Measure verbal communication, safety, infection control, body mechanics and residents' rights as a routine component of the skill.

- d. Have the capability to adjust the skills-based practical evaluation (demonstration) to accommodate the State's interpretation of the skills necessary to determine competency.
- b) Medication Aide-Long Term Care Examination
1. For the Medication Aide – Long Term Care examination, describe how the Vendor will develop and administer a multiple-choice examination for medication aides seeking to work in licensed Long Term Care Facilities and Nursing Homes, adhering to the following:
    - a. The North Carolina Board of Nursing-approved medication aide curriculum;
    - b. The North Carolina Board of Nursing-approved training and testing requirements;
    - c. Federal and state rules, statutes, and regulations;
    - d. Offer the examination in English; and
    - e. Objectively score the examination and administer the examination in a standardized manner.
  2. For the Medication Aide – Adult Care examination, describe how the Vendor will develop and administer a multiple-choice examination for medication aides seeking to work in licensed Adult Care Homes and Facilities, adhering to the following:
    - a. The State-approved medication aide curriculum;
    - b. The State-approved training and testing requirements;
    - c. Federal and state rules, statutes, and regulations;
    - d. Offer the examination in English; and
    - e. Objectively score the examination and administer the examination in a standardized manner.
- b) For both Nurse Aide I and Medication Aide examinations, describe how the Vendor will ensure the following:
1. All multiple-choice examinations will be developed per psychometrically sound practices and compliant with the most recent revision of the Standards for Educational and Psychological Testing published by the American Education Research Association, The American Psychological Association, and The National Council on Measurement in Education;
  2. Every item on each examination form will be independent of every other item on the form;
  3. The readability of examination materials should not be a barrier to Candidates. In most instances, the "reading grade level" of all examination materials, including but not limited to examination items, examination instructions, and other materials should be at or below the 10th grade reading level;
  4. Examinations are developed to be fair regardless of race, ethnicity, age, or gender;
  5. Examinations must be developed from a pool of test questions, only a portion of which will be used in any one examination. Item bank replenishment activities and pre-testing of new items will meet commonly accepted psychometric practices;
  6. A process, that is secure from tampering, is utilized that prevents the disclosure of both the examination pool of questions and the individual competency examinations;
  7. There will be alternative examination forms that are equated for difficulty to prevent the use of the same form on a re-test. This number will be agreed upon by the State;

8. Data and analysis is provided by the Vendor to defend the validity and reliability of the testing instruments for competency evaluation, as well as assistance is provided in support of the examination process in the event of an inquiry, complaint, grievance, or an appeal by a test Candidate, Training Program, or the State;
9. All editorial, psychometric, printing, and computer services are provided for examination development and administration; and
10. Examination content is not published or provided to anyone other than the State without prior written State approval and consent.

#### **3.4.3.2 Exam Scheduling and Processing of Examination Fees**

Describe the Vendor's approach to accomplish the following work:

- a) Develop all documentation, including applications and forms. Documentation must be compliant with federal and state requirements and is subject to the approval of the State;
- b) Make documentation available free of charge on the Vendor's secure website;
- c) Schedule all examinations, describing your approach addressing the following items in your response and distinguish between Nurse Aide I and Medication Aide examinations:
  1. The availability of exams and the amount of time a Candidate must wait to schedule and complete an examination once an application is submitted and approved;
  2. The number of test sites the Vendor will provide across North Carolina and the average distance between the test sites;
  3. Candidates who fail to show up for a scheduled examination and associated penalties/consequences, if applicable;
  4. Candidates who arrive late for a scheduled examination and associated penalties/consequences, if applicable;
  5. Candidates who need to reschedule an examination and associated penalties/consequences, if applicable;
  6. Candidates whose physical infirmity, at the time of an examination, precludes the Candidate's participation in a scheduled examination; and
  7. Inclement weather and other acts of God that preclude a Candidates' participation in a scheduled examination.
- d) Establish a procedure, subject to the approval of the State, for scheduling Candidates to take examinations;
- e) Minimize, to the extent of the Vendor's control, the number of "no shows" for scheduled test dates;
- f) Describe your approach for determining Candidate eligibility, distinguishing between Nurse Aide I and Medication Aide examinations in your response;
- g) Ensure Candidate eligibility requirements meet federal and state rules, statutes, and regulations;
- h) Validate eligibility requirements are met prior to a Candidate scheduling an examination.
- i) Provide the Candidate the option to take the Nurse Aide I multiple-choice oral or written examination in English or Spanish;
- j) Provide examination sites strategically throughout North Carolina to meet the needs of the community, including the number of Candidates who need to complete testing activities, and

monitor the number of examination sites to meet testing demand, including regional examination sites;

- k) 5. Establish a procedure, subject to approval of the State, for approval or denial of all training waivers submitted by Candidates for the Nurse Aide I exam. Candidates would submit a training waiver application through Vendors online solution;
- l) Require any nurse aide examination site, which is not a State-approved training program, to meet the same examination standards and requirements as the State-approved training programs prior to any Candidate scheduling an examination at the specified location;
- m) The State retains sole authority to determine the reasonableness of the commuting distances, the location of the test sites and the adequacy of the number of test sites.
- n) The Vendor must adhere to or provide reasonable accommodations as requested by the State. All reasonable accommodations must be approved by the State;
- o) Provide same day testing of the Nurse Aide I multiple choice examination and skills-based practical evaluation (demonstration) of the competency evaluation;
- p) Provide all Candidates with the opportunity to reschedule their examination prior to their scheduled examination date, at no additional charge;
- q) Allow the Candidate to retake an examination at no cost to the Candidate or the Candidate's Sponsor in the event of a State or Vendor error that compromised a Candidate's ability to take an examination or a Candidate's test results;
- r) Allow the Candidate to retake an examination at no cost to the Candidate or the Candidate's Sponsor in the event the Vendor cancels an examination;
- s) Allow the Candidate to retake an examination at no cost to the Candidate or the Candidate's Sponsor in the event the Test Site cancels an examination;
- t) Allow the Candidate to retake an examination at no cost to the Candidate or the Candidate's Sponsor in the event of inclement weather that causes the Vendor or Test Site to cancel an examination or it is deemed unreasonable that an examination event could have occurred;
- u) Describe the scenarios that would require a vendor to cancel an examination. Include in your response the minimum number of students that must schedule to take an examination per testing event, distinguishing between the Nurse Aide I and Medication Aide examinations in your response;
- v) Provide the Candidates who fail an exam timely information for how to re-test for the same examination;
- w) Describe your approach for collecting and processing examination fees, distinguishing between the Nurse Aide I and Medication Aide examinations in your response;
- x) Per General Statute § 131D-4.5A, do not charge a fee to Candidates for the Medication Aide – Adult Care examination that exceeds \$25.00;
- y) Do not charge the State any fee. It is understood that fees charged to Candidates, or their Sponsors will constitute the exclusive source of revenue for the Vendor under this Contract. The State will not be liable for paying any other funds to the Vendor, from any source whatever, pursuant to the Contract;
- z) At a minimum, accept credit, debit, and gift cards as sources of payment from Candidates;
- aa) Provide a mechanism to ensure that a nurse aide who is employed by or has a commitment of employment from a long-term care facility is not charged for the Nurse Aide I multiple choice and skills-based practical evaluation (demonstration); and

- bb) Provide a mechanism to ensure a medication aide who is employed by or has a commitment of employment from a Medicaid-certified nursing facility is not charged for the written exam.

### **3.4.3.3 Exam Administration**

Describe the Vendor's approach for meeting the following specifications for exam administration:

- a) Administer all test examinations, distinguishing between the Nurse Aide I and Medication Aide examinations in your response;
- b) Describe your approach for distributing examination materials and ensuring the necessary equipment is available for testing, distinguishing between Nurse Aide I and Medication Aide examinations in your response;
- c) Control the integrity and security of the entire examination process, including activities before the administration of the examination, during the administration of the examination, after the administration of the examination, and the examination results, including the printing and shipping of examination materials;
- d) Maintain an examination cancellation rate of less than or equal to 5% for both the written exam and skills, respectively, based practical evaluation (demonstration);
- e) Have sufficient number of test sites and staff available to meet testing demand across the State based on Candidate registrations.
- f) Test only those Candidates who:
  - i. Meet the State's eligibility criteria for each examination type;
  - ii. Submit the required documentation for each examination type, including forms and applications;
  - iii. Paid a fee; and
  - iv. Presented qualifying identification on the examination date;
- g) Provide and manage examination sites, including regional sites;
- h) Ensure every exam site will, in its configuration and ambiance, be conducive to testing, be exclusively dedicated to testing during the entire period of the examination, and have adequate parking;
- i) The examination sites will be staffed with personnel trained to adequately and consistently administer examinations, including computer-based examinations, and meet all components for testing;
- j) Describe your approach for maintaining and assigning Nurse Aide I competency Nurse Evaluators and determining their required training;
- k) Describe the Vendor's approach for providing and managing Nurse Evaluators and Test Administrators to meet the following specifications:
  1. Ensure Nurse Evaluators and Test Administrators do not teach or coach Candidates during the examination;
  2. Ensure that every Nurse Evaluator, for the skills-based practical evaluation (demonstration), is a Registered Nurse, licensed to practice in North Carolina, their license is and remains in good standing without restriction, and they have at least one (1) year of experience caring for the elderly or chronically ill of any age. The Vendor will verify that each Nurse Evaluator meets the criteria prior to assigning them to a skills-based practical evaluation (demonstration);

- l) Eliminate conflicts of interest between Nurse Evaluators and Candidates and Nurse Evaluators and Training Programs real or apparent, by ensuring the following:
  - 1. Nurse Evaluators are prevented from evaluating current or former students or any other person with whom they have a current or prior business, familial or personal relationship;
  - 2. Only actors who have no current or prior familial, personal or business association with the Candidate taking the examination are used for the skills-based practical evaluation (demonstration);
  - 3. Candidates trained in or employed by a facility will not be evaluated by a Registered Nurse trained or employed from the facility or other facilities under common ownership;
  - 4. The Vendor provides training to Test Administrators and Nurse Evaluators when there are policy and procedure changes to examination administration. Training for the skills-based practical evaluation (demonstration) shall be conducted by a Registered Nurse with at least two (2) years' experience. Training for Test Administrators of the Nurse Aide I multiple choice examinations will be conducted by an individual with at least two (2) years' experience in nurse aide or related test administration activities;
  - 5. Upon receipt of notification from the State of unsatisfactory performance by a Nurse Evaluator or a Test Administrator, immediately cease using that Nurse Evaluator or Test Administrator;
  - 6. The number of Nurse Evaluators is subject to the approval of the State;
- m) The Vendor will provide documentation to the State to support the hiring of Nurse Evaluators upon the State's request. The State reserves the right to remove personnel from the Vendor team as outlined in Section 7.0.
- n) Ensure every Nurse Aide I examination site is equipped so it can provide testing in a standardized, consistent manner, and include the entire set of skills required to be tested by federal and state requirements and any new or different requirements that may be imposed if these requirements or regulations are amended, and reflects the actual practice setting of a skilled nursing home resident's room;
- o) Ensure every Nurse Aide I examination site provides Candidates the opportunity to demonstrate competency using the same or similar equipment as is approved by the State for State-Approved Training Programs;
- p) Ensure at least five (5) skills from the required pool of skills generally performed by nurse aides will be tested and successfully demonstrated by the Candidate in order for the Candidate to pass the skills-based practical evaluation (demonstration) component of the Nurse Aide I examination. Handwashing will be included in every evaluation. Performance on verbal communication, safety, infection control, body mechanics and residents' rights will be measured through their inclusion as a routine component of the skill;
- q) Patients or residents of a facility are not used for the skills-based practical evaluation (demonstration) component of the Nurse Aide I examination;
- r) Ensure all skills are demonstrated on humans, except intimate care skills;
- s) Ensure the timing for the skills-based practical evaluation (demonstration) component of the Nurse Aide I examination is not less than thirty (30) minutes and will be adjusted if the State determines, based on an analysis performed and provided by the Vendor, that the time should be increased or decreased;
- t) Provide nurse aide testing in nursing facilities as required by federal regulation 42 CFR § 483.154(d). The Vendor shall not provide testing within a nursing facility without a written

statement on facility letterhead, signed by the facility administrator, certifying the facility's eligibility to provide accommodations to conduct the competency evaluation in its facility. The Vendor shall ensure nursing facilities defined in 42 CFR § 483.151(b)(2) and 42 CFR § 483.151(b)(3) are not used for exam administration;

- u) Provide reasonable accommodations, as required by law, for Candidates with disabilities pursuant to the Americans with Disabilities Act. Reasonable accommodations will constitute accommodations that do not affect the validity of score interpretations;
- v) Provide the Confidential Information and the analysis to uphold the validity and reliability of testing administration as well as provide assistance in support of the process, in the event of an inquiry, complaint, grievance, or an appeal by a test Candidate, Training Program, or the State;
- w) Be accessible during each exam administration session to resolve issues within the Vendor's authority that occur during the session; and
- x) Provide the State at least one (1) employee, who is an Registered Nurse, who has the responsibility to resolve any issues that may arise with respect to examination sites, Nurse Evaluators, and Test Administrators.

#### **3.4.3.4 Exam Scoring**

- a) Describe your approach for scoring and certifying exams distinguishing between the Nurse Aide I and Medication Aide examinations in your response.
- b) Describe how the Vendor will perform the following while scoring all exams:
  - 1. Maintain secure, efficient, standardized, and reliable processes that ensure accurate and timely scoring of all examinations administered;
  - 2. Utilize exam scoring that includes automated procedures that ensure none or the negligible probability of scoring error; and
  - 3. Compute Intra-rater reliability estimates with respect to the skills-based evaluation (demonstration) exams.
- b) Describe how the Vendor will provide support in the event a Candidate challenges the Vendor's decision. The Vendor will accept responsibility for indemnifying the State and defending the examination results in the event of a legal challenge, at no cost to the State.

#### **3.4.3.5 Reporting**

- a) Describe your approach for reporting examination results to Candidates, Training Programs, and the State, distinguishing between the Nurse Aide I and Medication Aide examinations in your response.
- b) Describe your approach for developing and communicating statistical/data reports to the State.
- c) Describe your approach for reporting test data to the State to maintain the State's public registries, including the frequency of data reporting. Distinguish between the Nurse Aide I and Medication Aide examinations in your response.
- d) Describe your approach for securing all Confidential Information in compliance with this RFP Lite.
- e) Describe how the Vendor will report examination information, performing the following:
  - 1. Provide reports to authorized personnel determined by the State;
  - 2. Submit draft copies of exam questions and reports for State approval within the Vendor's proposal;

3. Provide Candidate information to the State for listing on the North Carolina Nurse Aide I Registry who have successfully passed the Nurse Aide I competency evaluation program within five (5) Business Days. The minimum data required is attached hereto this RFP Lite as Attachment B;
  4. Provide Candidate information to the State for listing on the North Carolina Medication Aide Registries who have successfully passed the medication aide competency evaluation program within five (5) Business Days. The minimum data required is attached hereto this RFP Lite as Attachment B.
- f) Describe how Vendor will generate and provide the State reports including but not limited to the following data elements. The State reserves the right to add or modify the data elements or reporting requirements.
1. Candidate name including First, Middle and Last Name, Location where training was completed (by training program name and number issued by the State, county location and examination type) and date training was completed;
  2. Candidate Social Security Number (SSN);
  3. Number of Candidates registered to take an examination per training program name and number issued by the State, county location and examination type;
  4. Number of Candidates who completed each examination type per training program name and number issued by the State, county location, and examination type;
  5. Number of Candidates that passed the examination by training program name and number issued by the State, county location and examination type;
  6. Number of First – Time pass rates by training program name and number issued by the State, county location and examination type;
  7. Number of Candidates that failed the examination by training program name and number issued by the State, county location and examination type;
  8. Number of Candidates that did not arrive on exam day to take the examination by training program name and number issued by the State, county location and examination type;
  9. Date of scheduled examination by test site location, by examination type, county location;
  10. Date examination application was received by Vendor per type of examination
  11. Date examination application was approved or denied per type of examination
  12. Date examination was scored by test site location, examination type, county location; score report details;
  13. Number of repeat examination pass rates by training program name and number issued by the State, county location, examination type;
  14. Name and County location for each test site
  15. Number of complaints or grievances reported to Vendor; by training program name and number issued by the State, test site location, Candidate, County , DHSR state representative;
  16. Types of complaints or grievances reported to Vendor by training program name and number issued by the State, test site location, Candidate, County , DHSR state representative;
  17. Number of investigations completed by the Vendor regarding complaints or grievances by training program name and number issued by the State, test site location, Candidate, County , DHSR state representative;
  18. Number of substantiated or unsubstantiated investigations, complaints or grievances by training program name and number issued by the State, test site location, Candidate, County , DHSR state representative;
  19. Outcome of complaint or grievance;
  20. Number of accommodation requests;
  21. Number of accommodation requests;
  22. Types of accommodation requests;

23. Pass/fail rates by examination type;
  24. First-time pass rates for each type of examination;
  25. Repeat examination pass rates for each type of examination;
  26. Number of Candidates tested by county;
  27. Number of Candidates tested by exam type;
  28. Number of exams cancelled for each type of examination, test site location, county, reason for cancellation;
  29. Number of exams cancelled for each type of examination and the reasons for the cancellation;
  30. Number of Candidates that failed an examination for the third time or more for each type of examination, training program name and number issued by the State, test site location, Candidate, county;
  31. Nurse Evaluator First, Middle and Last name for each examination and hire date;
  32. Nurse Evaluator inter-rater reliability information, and intra-rater reliability information;
  33. Date Nurse Evaluator completed Vendor training;
  34. Number of Nurse Evaluators employed by Vendor by county, if applicable;
  35. The available and scheduled examination dates for each examination type by test site location and county; and
  36. Diagnostic information that identifies the content areas of the multiple-choice exam that the Candidate did not pass By training program name and number issued by the State, Candidate Name and number issued by the State;
  37. Number of unused skills evaluation (demonstration) test seats by test site location, and county.
- g) Describe Vendor approach to, unless otherwise specified by the State, provide reports monthly, calendar year, fiscal year, and by year-to-date.
- h) Describe Vendor approach to provide reports in an electronic format, in a way the State can query, sort, filter, etc. Preference is in Microsoft Excel format.

#### **3.4.3.6 Communication**

- a) Describe how the Vendor will provide the State the ability to view and access, real-time Confidential Information, which shall include, at a minimum: Candidate eligibility information, scheduled examination date(s), notification dates, assigned examination locations, any communication between the Candidate and the Vendor, and all examination results.
- b) Describe how the Vendor will communicate with Candidates, the public, and the State, performing and adhering to the following:
1. Create a Candidate Handbook for the Nurse Aide I and the Medication Aide examinations that contains the following:
    - a. The examination process and requirements, including the fee amount;
    - b. Requirements for registry listing;
    - c. Federal and state rules, statutes, and regulations if requested by the State;
    - d. Curriculum requirements if requested by the State; and
    - e. Vendor contact information.
  2. Candidate Handbooks shall be:
    - a. Available in English and if requested by the State in Spanish; and
    - b. Updated regularly and timely and no less frequently than once a year by the Vendor or when otherwise requested by the State, when rules, laws, regulations or State requirements change or if Vendor changes are made to the examination process.

- c) Describe how the Vendor will make Candidate Handbooks and application materials available on Vendor's website, displaying Vendor contact information, which will be used by Candidates, training programs, and employers of Candidates to obtain information, prominently on the Vendor's website.
- d) Describe the Vendor's approach to meet with the State to address Contract issues on an annual basis and more frequently, if requested by the State. Meetings may be conducted electronically or by conference call at the request of the State and/or Vendor but will be no less than quarterly, unless there are emergency issues the State or the Vendor deem to require immediate attention.
- e) Describe Vendor approach to meet in-person with the State and Training Programs during annual conferences. All costs incurred by the Vendor shall be the responsibility of the Vendor, and must be considered when providing contract pricing in Section 4.0 Furnish and Deliver. The State shall not be responsible for costs incurred by the Vendor to attend annual conferences.
- f) Describe Vendor approach to host regularly scheduled conference calls with the State to discuss programmatic issues and day to day operations; etc., not to exceed a weekly frequency.
- g) Describe how the Vendor will provide the State copies of all correspondence, including electronic communication (e-mail), to Candidates, Sponsors, Training Programs, and Test Sites concerning test activities, upon the State's request.

#### **3.4.3.7 Administrative Resources**

- a) Describe the Vendor's approach for providing Key Personnel and other personnel resources necessary to perform the tasks outlined in this RFP Lite, addressing the following:
  - 1. The proposed number of personnel resources, identifying the role and the number of resources for each role. Include a list of all labor resources (i.e., staffing);
  - 2. The roles and responsibilities of all staffing resources including the Key Personnel identified in this RFP Lite;
  - 3. The percentage of each staffing resource's time needed during the Contract;
  - 4. Vendor's plan for resource turnover in the event of resignation, termination, or State dissatisfaction with resource performance;
  - 5. The operating business hours that you will be accessible to State staff, Candidates, Training Programs, and Test Sites. Include after-hours availability for situations such as inclement weather;
  - 6. The organizational structure of the Vendor's personnel team;
  - 7. Provide an organizational chart with your proposal that clearly depicts the structure of the Vendor's team, including all Vendor personnel, including Key Personnel. The organizational chart must illustrate the lines of authority and designate the individuals responsible for the completion of tasks during the Contract; and
  - 8. How you will comply with the requirements for Key Personnel in this RFP Lite

#### **3.4.3.8 Quality Assurance Approach:**

Describe the Vendor's Quality Assurance Approach for ensuring the reliability, validity, job relatedness integrity and security of the testing examinations, addressing each of the following:

- a) Maintaining a comprehensive and stringent quality assurance management program that includes but is not limited to the following items:
  - 1. Requirements in Sections 3.4.1 and 3.4.2) of this RFP Lite;
  - 2. Records management, including but not limited to, Candidate information, Candidate

- test scores communication practices, storage, audits, and confidentiality;
3. Incidents and complaint management and resolution, including but not limited to, unsatisfactory employee performance;
  4. Compliance with federal and state laws;
  5. Security and integrity of the entire examination process, including but not limited to, breaches in security, missing examinations, Candidate cheating, Candidate's use of fraudulent ID credentials, actions on questionable score validity and other process irregularities;
  6. Credentialing of Nurse Evaluators and their intra-rater and inter-rater reliability; and
  7. Candidate satisfaction.
- b) Providing, at a minimum, annual audits of every exam site and Nurse Evaluator. Audits shall be conducted by an individual who has Division-approved training, experience, and commitment to upholding and applying federal and State laws, rules, and psychometric standards, as may be amended;
  - c) Submitting a clear description of its audit program, samples of standardized evaluation instruments, information about how audit data is collected and analyzed, and present evidence about Intra-rater and Inter-rater reliability estimates for Nurse Evaluators;
  - d) Adhering to the State's right to approve all auditing programs, and to audit any site and Nurse Evaluator on its own, without prior notification to the Vendor. In addition, audits may be conducted at the discretion of DHHS or the State, United States federal government, or any other duly authorized agent of a governmental agency, at the Vendor's expense;
  - e) Refraining from publishing examination content or providing examination content information to anyone other than the State without prior written State approval and consent;
  - f) Providing and managing a comprehensive and vigorous plan to ensure exam security and integrity at all times in the examining process;
  - g) Submitting the formal plan the Vendor intends to implement to ensure security and integrity throughout the examination process, describing and providing examples of the performance data the Vendor will collect from its evaluation program and demonstrate how the Vendor will use the feedback to improve its testing programs and processes;
  - h) Developing and managing a system of quality assurance with respect to the processing and disposition of Candidate applications;
  - i) Controlling the security of an examination before administration and examination results after administration, including printing, shipping, or otherwise conveying information regarding tests and test scores;
  - j) Providing a procedure for controlling the security of each examination during administration, including:
    1. Candidate identification;
    2. seating arrangements;
    3. distributing of examination materials, and
    4. monitoring of the examination;
  - k) Providing an internal procedure for investigating and correcting alleged or determined breaches of security, including missing examinations, Candidate cheating, Candidate use of fraudulent ID credentials, actions on questionable score validity and other identified

irregularities, including but not limited to correction of deficiencies of Vendor's own Solution(s);

- l) Reporting identified quality assurance issues to the State within two (2) business days of discovery, identifying in its report the measures the Vendor will take or has taken to resolve the issues. Reportable issues include, but are not limited to, equipment problems, employee performance issues, examination site conditions, exam administration irregularities and scoring irregularities;
- m) Upon receipt of notification from the State of unsatisfactory performance by a Nurse Evaluator or Test Administrator, immediately cease using that Nurse Evaluator or Test Administrator;
- n) Upon receipt of notification from the State or Candidate of unsatisfactory performance performed by the Vendor, describe the process for investigating each notification and your overall performance improvement planning process; and
- o) Adhering to the State's right to add testing for such categories of other unlicensed personnel under the State's jurisdiction to this Contract by way of an amendment in the future.

#### **3.4.3.9 Transition-In and Transition Out Approaches:**

- a) Create and submit a draft Transition-In Plan with your proposal for review and approval. The Transition-In Plan shall describe how the new awarded Vendor will work with the incumbent vendor to take over providing services and converting/migrating the Legacy Data from the incumbent vendor's system to the new awarded Vendor's environment during the Transition-In Phase. Describe your Transition-In Approach for transitioning services from the incumbent vendor to a new awarded Vendor, addressing the following:
  - 1. The Vendor's approach for converting (if necessary) and migrating the Legacy Data to the Solution(s)
  - 2. How the Vendor will determine whether the Legacy Data will require conversion, and if so, the process the Vendor will use to convert the Legacy Data prior to the migration.
  - 3. Timing of the data conversion and migration;
  - 4. Data conversion and migration planning and preparation;
  - 5. Security considerations;
  - 6. Hardware, software or facilities needed to support the conversion and migration;
  - 7. Affected interfaces, if any;
  - 8. Data conversion activities and milestones (if applicable);
  - 9. The roles and responsibilities to conduct data conversion (if applicable);
  - 10. Data quality assurance and control, including a description of how the data will be validated;
  - 11. If applicable, conversion risk factors:
    - a. Risks associated with the data conversion at the data element level; and
    - b. Resolution of risks as agreed to by the State;
  - 12. Applicable data cleansing rules;
  - 13. Acceptable conversion error rates as agreed to by the State; and

14. Detailed data conversion specifications, including source, source data element, destination, target data element, transformation/cleansing rules, and any notes.
- b) Describe the Vendor approach for managing revisions, if requested by the State. If a Transition Event occurs before the Vendor has submitted its draft Transition Plan, the Vendor should provide the draft of its Transition Plan to the State within two (2) weeks of receiving/providing notice regarding the impending Transition Event.
- c) Describe the Vendor approach for providing a draft Transition-Out Plan to the State for its review and approval within thirty (30) calendar days after the Operations & Maintenance Phase begins. The Transition-Out Plan will describe how the Vendor will provide transition assistance and will transition responsibility to the State or its designees in the event the Contract is not renewed at the end of its term or is canceled prior to its expiration ("Transition Events"). The Transition-Out Plan should address how the Vendor will perform the following:
1. Scope of the transition;
  2. Hardware, software, data, facilities or materials needed to fulfill the transition effort;
  3. Personnel resources to complete the transition;
  4. Training needed to complete the transition;
  5. How it will collaborate with and assist the State or its designee with transition, at no additional cost;
  6. All archived documentation to be transferred from the Vendor to the State or its designee;
  7. Defined sequence of steps to terminate the Vendor's Contract;
  8. Start date and time of each step;
  9. End date and time of each step; and
  10. Responsible Party for each step;
  11. Rollback or contingency; and
  12. Related communications.
  13. Staffing concerns/issues;
  14. Communications between the Vendor and the State;
  15. Security and system access, review and closeout as needed;
  16. Any Confidential Information, hardware/software, and telecommunications requirements (toll free numbers) and setup, other general office needs;
  17. Any final training/orientation of State staff or of another State designee's staff;
  18. Knowledge transfer;
  19. Completion of tasks and any unfinished work plan items;
  20. Provision for the development and content of a checklist to document the North Carolina's readiness to complete transition;
  21. Documentation of any risk factors and suggested solutions;
  22. For Status reporting and meetings;
  23. Timing of the transition;
  24. How the Vendor will work with the awarded Vendor to transfer of all Confidential

Information; and

25. A timeline for end of Contract activities such as a final debriefing meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, etc.

#### **3.4.3.10. Data Migration**

### **3.4.4 Technical Specifications**

#### **3.4.4.1 Data Migration**

Describe approaches available for data conversion and/or data migration to load current data into proposed solution, including the following details:

- a) The Vendor will prepare its secure environments for data conversion and migration activities. The Vendor will notify the State that the environments are ready for data conversion and migration within fifteen (15) calendar days of Contract award.
- b) The Vendor will develop Automated Data Conversion and Migration Software/Scripts to convert and migrate the Legacy Data into the Solution(s) environments using an automated process.
- c) The Vendor will produce the Data Conversion Test Cases/Scripts that describe a set of conditions or variables under which a tester will determine whether Legacy Data converted/migrated from the incumbent Vendor's system to the Solution(s) satisfies data conversion/migration requirements or works correctly.
- d) The Vendor will develop, test, and re-test all data conversion modules per the approved Data Conversion specifications and the approved Test Cases and Expected Results.
- e) The Vendor will conduct pre-production conversion dry runs for identifying and correcting problems or deficiencies.
- f) The Vendor will document corrective actions taken and all re-testing performed for all discrepancies and problems identified in the initial tests and all re-tests.
- g) The Vendor will test the conversion and migration process and provide a Data Conversion and Migration Test Results Report that reflects all testing results at a summarized and detailed level as well as all corrective actions taken and all re-testing performed (on production sized data using copies of the most recent Legacy Data available) for all discrepancies and problems identified in the initial tests and all re-tests.
- h) The Vendor will complete the data conversion and migration to move the Legacy Data into the production environment for the Solution(s) within two (2) months of Contract award.
- i) The Vendor will update the Data Map to reflect any changes found during the data conversion and migration process.
- j) The State will validate converted data and approve all data conversion test results after moving the Legacy Data to the production environment, and State Acceptance of Conversion and Migration of all Legacy Data to Solution(s) will be formally documented.

#### **3.4.4.2 Data Migration Deliverables**

- a) Data Conversion and Migration Readiness Notification that validates the Vendor's test environment has been adequately prepared for testing for the Solution(s), including set up of test data.
  1. Confirms set up of Data Conversion and Migration Test environment per the Data Conversion and Migration Test Plan; and

2. Confirms set up of data needed to perform the Data conversion and Migration Test.
- b) Data Conversion Test Cases/Scripts. If testing of data conversion and migration is automated, Vendor will develop Test Scripts including the following required minimum content:
1. Test Case identifier;
  2. Test Case name;
  3. Objectives;
  4. Test conditions/setup;
  5. Input data requirements
  6. Test steps/procedures; and
  7. Expected results.
- c) Data Conversion and Migration Test Results Report. This validates that the Vendor's test environment has been adequately prepared for testing for the Solution(s), including set up of test data.
1. Confirms set up of Data Conversion and Migration Test environment per the Data Conversion and Migration Test Plan; and
  2. Confirms set up of data needed to perform the Data Conversion and Migration Test.
  3. Provides a summarized and detailed report to the State about the results of the Vendor's testing of the data conversion and migration process and results. The format of the Test Results document will be agreed upon by the Vendor and the State. For every Test Case, actual test results will be documented, including any necessary re-testing.
  4. Report will include and Executive Summary of test results, executed Test Cases, and Detailed results of the executed Test Cases.
- d) Data Map that crosswalks each legacy file/table to the new file/table in the Solution(s). For each legacy file/table the Vendor will convert and migrate, the Vendor will need to provide the following:
1. A Crosswalk to the Solution(s) file/table;
  2. A Crosswalk of each Legacy Data element to the Solution(s) data element; and
  3. Applicable business rules for data cleansing
- e) Data Dictionary that defines the basic organization of the Solution(s) database. The Data Dictionary can be generated through automated means, and includes Name, type, range of values, source, origin, usage format, relationship to other data elements, and Authorization for access for each data element in the database.
- f) Data Model that graphically illustrates the Solution(s)'s database objects and the relationships between these objects.
1. All objects in the database;
  2. Unique identifier for each object;
  3. Attributes for each object; and
  4. Relationship each object has with other objects.

Describe and detail conversion/migration documents to be submitted by the Vendor during

the Transition-In Phase of the Contract. This documentation will be used for State Acceptance of Conversion and Migration of all Legacy Data to the Solution(s) and will provide space for signatures from designated State approvers to confirm that all data conversion and migration tasks have been completed, tested and successfully validated.

#### **3.4.4.3 Security Plan**

- a) Provide a draft Data Security Plan with your proposal for State review and approval that addresses the following. [NIST Special Publication 800-18](#) provides guidance and can serve as a basis for the development of the Security Plan.
1. The security categorization of the Solution(s) including supporting rationale;
  2. Full descriptive name of the information System including associated acronym;
  3. Unique information Solution identifier (typically a number or code);
  4. Solution owner, Data Steward/Custodian, and authorizing official including contact information;
  5. Information on the organization(s) that manages, owns and controls the Solution;
  6. Location of the Solution(s) and environment in which it/they operate(s);
  7. Version or release number of Solution(s);
  8. Purpose, functions, and capabilities of Solution(s) and details of the essential functions or business processes supported;
  9. Technical security architecture;
  10. Status of Solution(s) with respect to acquisition or life cycle;
  11. Applicable laws, directives, policies, regulations, or standards affecting the security of the Solution;
  12. Describes the security controls in place or planned for meeting data security requirements outlined in this RFP Lite including a rationale for the tailoring and supplementation decisions;
  13. Types of data processed, stored, and transmitted by the Solution(s);
  14. Boundary of the Solution(s) for risk management and security Authorization purposes;
  15. Architectural description of the Solution(s) including network topology;
  16. Hardware and firmware devices included within the Solution(s);
  17. Hardware, software, and system interfaces (internal and external);
  18. Subsystems (static and dynamic) associated with the Solution(s);
  19. Data flows and paths (including inputs and outputs) within the Solution(s);
  20. Cross domain devices/requirements;
  21. Network connection rules for communicating with systems (both internal and external);
  22. Interconnected systems and identifiers for those systems;
  23. Encryption techniques used for information processing, transmission, and storage;
  24. Cryptographic key management information, (e.g., public key infrastructures, certificate authorities);
  25. End user types including organizational affiliations, access rights, privileges, citizenship (if applicable);

26. Ownership/operation of the Solution(s), (e.g., government-owned, government-operated; government-owned, contractor-operated; contractor-owned, contractor-operated; non-federal [state and local governments, grantees]);
  27. Security Authorization date and Authorization termination date;
  28. Incident response outline with points of contact;
  29. Other information as required by the organization;
  30. Site Security Plan (SSP) as required; and
- b) Describe how Vendor will ensure that any Hosting Service Provider complies with and performs the following tasks:
1. Maintain the State-approved Security Plan in compliance with the specifications herein, reviewing the security plan at least once every twelve (12) months, earlier if impacted by a change, and updating the plan as needed, at no additional cost to the State.
  2. Present any proposed changes to the security plan, security architecture, requirements, or any other proposed changes to any facet of security during the term of this Contract to the State for their formal review and approval. The DHHS PSO will have the authority to approve the revised security plan on behalf of the State, and to require that any recommended changes to the security plan be added.
  3. Review the security plans for any Hosting Service Provider(s), subcontractors, business associates and/or agents, at least annually and update them as needed to maintain Vendor's compliance with the terms of this Contract.
  4. Maintain the Solution, Confidential Information, and/or services in compliance with any new or changing federal, State, or DHHS privacy and security requirements at no cost to the State.
- c) Describe how the Vendor's proposed Solution(s) will utilize an authentication management function to ensure the following:
1. The Solution(s) can be used only by State-authorized personnel, addressing the following:
    - a. How the Vendor will ensure the State has approved a user to have access to the Solution(s);
    - b. What credentials will be necessary to gain access.
    - c. The Vendor's revocation process and its timelines.
  2. The security structure will protect access to both the Solution(s) and the database.
  3. The role-based structure will allow for creation of user accounts enabling the depth and compartmentalization of access into the Confidential Information and Solution(s) by any user to be configurable by administrative level personnel.
- d) Provide Vendor approach addressing each of the following areas:
1. Infrastructure specifications for hosting the Solution(s) in all technical environments (Development, Test, Training, Production, Reporting, and Disaster Recovery). Note: If the awarded Vendor's approach includes hosting the Solution(s) and the Confidential Information, the awarded Vendor will be responsible for providing all technical environments; and
  2. User limitations, if any.

- e) Describe your procedure(s) for ensuring that patches, upgrades, or Changes to the Solution(s) will not impact the State's users' access to the Solution(s) or the registration or testing examination processes;
  - 1. Security monitoring;
  - 2. Primary and Secondary Hosting Service Provider names and locations (country, city, and state); and
  - 3. Any cybersecurity insurance coverage your organization may have, including the name of the insurer, the date obtained, and any coverage amounts/limits or restrictions.

#### **3.4.4.4 Operations and Maintenance (O&M) Approach:**

The O&M Phase will start after the successful completion of the Transition-In Phase. During the Operations and Maintenance Phase, the Vendor shall be responsible for providing Operations and Maintenance support, including maintenance of the hardware and operating systems needed to host the Solution(s). The Solution(s) will be operational and available 24x7x365, with regularly scheduled maintenance windows as agreed upon with the State.

- a) The Vendor will submit with its RFP Lite response a draft SLA that defines formally the levels of service the Vendor will provide for the Solution during the Project and during O&M and addresses the Agency's service level expectations as listed below.
- b) Provide ongoing maintenance and support for the web-based Solution(s). This includes but is not limited to subscription-based licensing, maintenance, support, hosting, and periodic updates based on new product versions or changes in DHHS, State or federal requirements.
- c) Maintain the necessary and existing hardware and software currently supporting the hosting of the web-based Solution(s);
- d) Host the Solution's application and database hardware, operating systems, and Confidential Information at a secure location;
- e) Provide a primary point of contact who is familiar with the Solution(s) account and deployment.
- f) Ensure the Solution(s) and hosting environment comply with all compliance requirements in Section 3.4.2, Business and Compliance Specifications, of this RFP Lite.
- g) Provide ongoing helpdesk support for users via phone Monday through Sunday, according to times agreed upon by the State and the Vendor;
- h) Respond to support requests, which the State's users can submit via Internet mechanisms, e-mail, FAX, and phone at any time and provide responses to these support requests according to response times agreed upon by the State and the Vendor;
- i) Ensure the Solution(s) continues to meet all requirements, at no cost to the State;
- j) Provide 24x7x365 monitoring of the production environment for unusual behavior, error conditions, hardware, Solution(s), and operating systems' failures, except during planned or unplanned maintenance periods;
- k) Ensure the web and database servers are operational and available 24x7x365, and that there is 99% uptime Production availability, except for scheduled downtime;
- l) Perform routine database analysis, and troubleshoot, review, and upgrade the technical architecture (servers, operating systems, utility software application software, and SAN storage) as needed to ensure continual compliance with federal, State, and DHHS architectural, privacy, and security policies and standards;

- m) Ensure that its platforms continue to comply with federal, State, and DHHS architectural, privacy, or security policies and standards and to provide notification to the State of changes as outlined in this RFP Lite;
- n) Continue to comply with the State's data retention requirements outlined in Section 7.15.f.
- o) Troubleshoot and correct all problems and Defects or identified during UAT of new releases or Changes to ensure the Solution(s) continues to operate as designed;
- p) For modifications made by the Vendor to remediate Defects, Vendor shall confirm that the Solution(s) has not regressed because of modifications prior to releasing the next version of the Solution for UAT.
- q) Troubleshoot browser and other compatibility issues that may develop with new releases or changes, as needed and maintain the Solution(s)'s performance and maintain compatibility with all other elements in the technical environment;
- r) Maintain the Solution(s) and database backups and perform automated nightly encrypted backups of all the Solution(s) data files with full and incremental methodology;
- s) Perform software and hardware updates/upgrades for the Disaster Recovery System servers and maintain them to store off-site back-ups as needed;
- t) Comply with the State-approved Security, and General Backup, Recovery, and Disaster Recovery Plans to ensure the Confidential Information is transmitted, backed up and stored securely and can be recovered as required by the State;
- u) Provide, at the request of the State, and at no additional cost, a full backup of the Confidential Information. The Confidential Information must be organized by Entity Relationship Diagram (ERD) and accompanied by the following documentation:
  1. ERD diagram of all the Solution tables and databases;
  2. Data dictionaries for all tables/data bases; and
  3. Related reference files and coding guides;
- u) Clearly delineate and maintain the Development, Test, and Production technical environments and a physical separation of hardware, where necessary for security and Change purposes;
- v) Provide the State with the results of its annual third party security assessment as defined in Attachment A: Agency Terms and Conditions, NC DHHS PSO Terms 4.b) ii of this RFP Lite, and remediate any vulnerability within the following schedules:
  1. Critical-level Risk: A vulnerability that could cause grave consequences and potentially lead to leakage of sensitive data, if not addressed and remediated immediately. This type of vulnerability is present within the most sensitive portions of the network or IT asset, as identified by the data owner. Critical-level risk vulnerabilities must be, at a minimum, remediated within seven (7) days.
  2. High-level Risk: A vulnerability that could lead to a compromise of the network(s) and systems(s) if not addressed and remediated within the established timeframe. High-level risk vulnerabilities must be mitigated or remediated within thirty (30) days.
  3. Medium-level Risk: A vulnerability that should be addressed within the established timelines. Urgency in correcting this type of vulnerability still exists; however, the vulnerability may be either a more difficult exploit to perform or of lesser concern to the data owner. Medium-level risk vulnerabilities must be mitigated or remediated within sixty (60) days.

4. Low-level Risk: A vulnerability that should be fixed; however, it is unlikely that this vulnerability alone would allow the network or IT asset to be exploited and/or it is of little consequence to the data owner. Low-level risk vulnerabilities must be mitigated or remediated within ninety (90) days.
- w) Comply with Attachment A: Agency Terms and Conditions, Housing and Privacy and Security Compliance, 1.c vi.) of this RFP Lite to ensure T ASD is updated and remains current.

#### **3.4.4.5 Back up, Recovery, and Disaster Recovery Plan**

Create a General Backup, Recovery, and Disaster Recovery Plan to describe your approach for performing backup and recovery of the Confidential Information and recovery of the proposed Solution(s) in the event of an Unplanned Event. This Plan shall provide a Disaster Recovery Environment duplicating the "Production version" of the Solution ("Production System"), including peripheral devices that are critical to business operations ("Disaster Recovery System") and how it will backup and recover the Solution(s) and the Confidential Information.

##### **3.4.4.5.1. General Backup, Recovery, and Disaster Recovery Plan Contents**

The General Backup, Recovery, and Disaster Recovery Plan must address, at a minimum, the following areas:

- a) Summary of the Disaster Recovery System;
- b) The processes and technology deployed to outline the controls the Vendor will put in place to ensure its continuity of service and to protect against data loss or corruption due to the following: human errors, such as accidental deletion of data by a user; incorrectly configured service or a software bug; hardware failure, such as disk failure, or power outage; natural disasters, such as earthquake, tornado, and fire; viruses, worms and other security incidents or breaches; theft or sabotage, and any other unplanned event that affects System operations or Confidential Information ("Unplanned Event");
- c) Back up procedures, including the following, at a minimum:
  1. Ensure a complete back-up of all non-software data sets is made at the end of each production day;
  2. Locate data storage backups at an external secure site and cycle such data storage backups on at least a weekly basis;
  3. Make and store a complete backup of the software in an external secure site upon the installation of any software component (new or upgraded); and
  4. Back up procedures for all Confidential Information, configuration and log files, and modules of the Solution(s).
- d) Technical support information;
- e) Recovery strategies and restoration procedures for the Solution(s) and the Confidential Information;
- f) Detailed instructions on how to recover the Solution(s) and its databases;
- g) Notification process, contacts and roles;
- h) Test plan for Disaster Recovery testing;
- i) Disaster Recovery Test schedule/frequency;
- j) A plan to ensure minimal or no interference to regular business operations;
- k) The ability to restore lost data and bring failed IT services back to normal operation within a period specified by the State;
- l) Scalability to meet growing data backup and recovery needs;

- m) Utilize a server designed to employ a method of redundancy for operational integrity and production;
- n) The ability to meet data retention requirements in Attachment A: section f), Data Retention, of this RFP Lite.

#### **3.4.4.5.2 General Backup, Recovery, and Disaster Recovery Plan Intent**

Describe how the Vendor's Approach to developing the Plan to meet the following intent:

- a) The Disaster Recovery System is functional, and System functions are available within the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) outlined in 3.6.5 Disaster Recovery & Business Continuity with minimal or no interference to regular business operations;
- c) The Vendor's proposed RTO meets the State's needs;
- d) The Disaster Recovery System contains the same security and data protections as the Production System;
- e) The disaster recovery/general back up plans for the Vendor, any approved Hosting Service Provider, any approved subcontractors, business associates and/or agents, are subject to the approval of the State and comply with the terms of the Contract;
- f) Vendor will maintain and update the Disaster Recovery System to reflect the current Production System;
- g) When the Disaster Recovery System is implemented, ensure the Production System is updated to mirror the Disaster Recovery System after failback;
- h) The Disaster Recovery System failover "switch-on" is automatic in the event of an Unplanned Event;
- i) Notification to the State immediately when the Disaster Recovery System is implemented and when failback to the Production System occurs;
- j) In the event an Unplanned Event affects any Hosting Service Provider, the off-site Hosting Provider is subject to the same recovery expectations included in the State-approved General Backup and Recovery Plan and in this RFP Lite; and
- k) Participation in annual disaster recovery testing during the term of the Contract or if requested by the State, earlier. After the conclusion of each disaster recovery test, if items are identified that need to be corrected, deliver an updated General Backup, Recovery, and Disaster Recovery Plan within ten (10) Business Days after the conclusion of the test.

#### **3.4.4.5.3 General Backup, Recovery, and Disaster Recovery Plan Maintenance**

- a) Describe how Vendor will maintain the State-approved General Backup, Recovery, and Disaster Recovery Plan, reviewing it at a minimum, at least once every Contract Year; earlier, if requested by the State, and updating the plan as needed, at no additional cost to the State.
- b) Describe your organization's existing business continuity program that will be implemented in the event an Unplanned Event impacts your business operations.

#### **3.4.4.6 Vulnerability Management:**

- a) Describe Vendor's Vulnerability Management Program, explaining the web vulnerability testing performed and frequency and addressing whether the State can obtain reports of testing upon its request.

- b) Describe how Vendor will comply with the security assessment requirement in Attachment A: Agency Terms and Conditions, NCDHHS PSO Terms, 4.b) of this RFP Lite.
- c) Describe how Vendor will remediate vulnerabilities as outlined in Section 3.4.4.4.

### **3.5. SECURITY SPECIFICATIONS**

#### **3.5.1 SOLUTIONS HOSTED ON STATE INFRASTRUCTURE – RESERVED**

#### **3.5.1 SOLUTIONS NOT HOSTED ON STATE INFRASTRUCTURE**

The Nurse and Medication Aide Testing Project will be required to receive and securely manage data that is classified as Highly Restricted (HIPAA or PHI, Personally Identifiable Information [PII]). Refer to the North Carolina Statewide Data Classification and Handling policy for more information regarding data classification. The policy is located at the following website: <https://it.nc.gov/document/statewide-data-classification-and-handling-policy>.

To comply with the State’s Security Standards and Policies, State agencies are required to perform annual security/risk assessments on their information systems using NIST 800-53 controls. This requirement additionally applies to all Vendor-provided, agency-managed Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) solutions which will handle data classified as Medium Risk (Restricted) or High Risk (Highly Restricted) data.

(a) Upon request and prior to contract award, Vendors shall provide a completed Vendor Readiness Assessment Report Non-State Hosted Solutions (“VRAR”) at offer submission. This report is located at the following website: <https://it.nc.gov/documents/vendor-readiness-assessment-report>

(b) Upon request, Vendors shall provide a current independent 3<sup>rd</sup> party assessment report in accordance with the following subparagraphs (i)-(iii) prior to contract award. However, Vendors are encouraged to provide a current independent 3<sup>rd</sup> party assessment report in accordance with subparagraphs (i)-(iii) at the time of offer submission.

(i) Federal Risk and Authorization Management Program (FedRAMP) certification, SOC 2 Type 2, ISO 27001, or HITRUST are the preferred assessment reports for any Vendor solutions which will handle data classified as Medium Risk (Restricted) or High Risk (Highly Restricted).

(ii) A Vendor that cannot provide a preferred independent 3<sup>rd</sup> party assessment report as described above may submit an alternative assessment, such as a SOC 2 Type 1 assessment report. The Vendor shall provide an explanation for submitting the alternative assessment report. If awarded this contract, a Vendor who submits an alternative assessment report shall submit one of the preferred assessment reports no later than 365 days of the Effective Date of the contract. Timely submission of this preferred assessment report shall be a material requirement of the contract.

(iii) An IaaS vendor cannot provide a certification or assessment report for a SaaS provider UNLESS permitted by the terms of a written agreement between the two vendors and the scope of the IaaS certification or assessment report clearly includes the SaaS solution.

(c) Additional Security Documentation. Prior to contract award, the State may in its discretion require the Vendor to provide additional security documentation, including but not limited to vulnerability assessment reports and penetration test reports. The awarded Vendor shall provide such additional security documentation upon request by the State during the term of the contract.

### **3.6 ENTERPRISE ARCHITECTURE SPECIFICATIONS**

## **ENTERPRISE, SERVICES, AND STANDARDS**

Agencies and vendors should refer to the Vendor Resources Page for information on North Carolina Department of Information Technology regarding architecture, security, strategy, data, digital, identity and access management and other general information on doing business with state IT process.

The Vendor Resources Page found at the following link: <https://it.nc.gov/vendor-engagement-resources>. This site provides vendors with statewide information and links referenced throughout the RFP Lite document. Agencies may request additional information.

### **3.6.1 ARCHITECTURE DIAGRAMS (RESERVED)**

### **3.6.2 SOLUTION ROADMAP (RESERVED)**

### **3.6.3 IDENTITY AND ACCESS MANAGEMENT (RESERVED)**

### **3.6.4 INTEGRATION APPROACH (RESERVED)**

### **3.6.5 DISASTER RECOVERY AND BUSINESS CONTINUITY**

Describe the proposed solution capabilities related to the following areas:

Disaster Recovery Plan (DRP) – describe how proposed solution supports Recovery Point Objectives (RPO) and Recovery Time Objectives (RTO) metrics.

System Backup – describe backup plan capabilities.

Disaster Recovery Testing – describe the frequency and test procedures for end-to-end disaster recovery testing. Business Continuity Plan (BCP) – describe capabilities proposed solution can provide in support of agency’s continuity of operations and incident responses.

### **3.6.6 DATA MIGRATION (RESERVED)**

### **3.6.7 APPLICATION MANAGEMENT (RESERVED)**

### **3.6.8 ACCESSIBILITY**

Describe in your offer how the proposed solution complies with industry accessibility standards.

Provide in your offer product documentation that demonstrates how the proposed solution is digitally accessible or if not fully accessible and provide the roadmap with timeline for remediation.

Standards include:

- W3C Web Accessibility Initiative - Web Content Accessibility Guidelines (WCAG) 2.1: <https://www.w3.org/TR/WCAG21/>
- Section 508: <https://www.section508.gov/>
- Voluntary Product Accessibility Template (VPAT®): <https://www.itic.org/policy/accessibility/vpat>

## **3.7. DELIVERY**

Successful Vendor will begin their professional services within 14 consecutive calendar days after receipt of purchase order to the following location(s):

**For completion by Vendor:** Professional services will be made available within \_\_\_\_\_ consecutive days after receipt of order.

Provision of professional services shall not be considered to have occurred until services have been completed.

**3.8. CONTRACT TERM**

A contract awarded pursuant to this RFP Lite shall have an effective date as provided in the Notice of Award. The term shall be three (3) years and will expire upon the anniversary date of the effective date unless otherwise stated in the Notice of Award, or unless terminated earlier. The State retains the option to extend this contract for two additional one (1) year options at its sole discretion.

**3.9 EFFECTIVE DATE**

This solicitation, including any Exhibits, or any resulting contract or amendment shall not become effective nor bind the State until the appropriate State purchasing authority/official or Agency official has signed the document(s), contract or amendment; the effective award date has been completed on the document(s), by the State purchasing official, and that date has arrived or passed. The State shall not be responsible for reimbursing the Vendor for goods provided nor Services rendered prior to the appropriate signatures and the arrival of the effective date of the Agreement.

**4.0 FURNISH AND DELIVER (F & D MATRIX) (Note: The costs of these tests will be paid for by the individuals taking the tests and not by the State of North Carolina Department of Health and Human Services)**

**1. Nurse Aide 1 Exam**

**a. Nurse Aide 1 Exam Costs:** Use Cost Table 1a to provide the Nurse Aide I Exam Type Per Unit Cost (i.e., the cost per test administered) that the Vendor will charge the Candidates or Sponsors for each type of test administered during Contract Years 1-3 and Optional Years 4-5.

<b>Cost Table 1a: Nurse Aide 1 Exam Costs</b>					
<b>Nurse Aide I Exam Type</b>	<b>Contract (Year 1)</b>	<b>Contract (Year 2)</b>	<b>Contract (Year3)</b>	<b>Option 1 (Year 4)</b>	<b>Option 2 (Year 5)</b>
	<b>Per Unit Candidate or Sponsor Cost</b>	<b>Per Unit Candidate or Sponsor Cost</b>	<b>Per Unit Candidate or Sponsor Cost</b>	<b>Per Unit Candidate or Sponsor Cost</b>	<b>Per Unit Candidate or Sponsor Cost</b>
1. Cost for written examination and skills-based practical evaluation (demonstration) (initial)	\$	\$	\$	\$	\$
2. Cost for oral examination (English or Spanish) and skills-based practical evaluation (demonstration) (initial)	\$	\$	\$	\$	\$
3. Cost for oral examination (Other than English or Spanish) and skills-based practical evaluation (demonstration) (initial)	\$	\$	\$	\$	\$
4. Cost for written examination and skills-based practical evaluation (demonstration) (retest)	\$	\$	\$	\$	\$
5. Cost for oral examination (English or Spanish) and skills-based practical evaluation (demonstration) (retest)	\$	\$	\$	\$	\$
6. 4.5. Cost for oral examination (Other than English or Spanish) and skills-based practical evaluation (demonstration) (retest)	\$	\$	\$	\$	\$
7. Cost for written examination only (re-test)	\$	\$	\$	\$	\$
8. Cost for oral examination (English or Spanish) only (re-test)	\$	\$	\$	\$	\$
9. 6.8. Cost for oral examination (Other than English or Spanish) only (re-test)					
10. Cost for skills-based practical	\$	\$	\$	\$	\$

evaluation (demonstration) only (re-test)					
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- b. Nurse Aide I Special Circumstances Costs:** Use Cost Table 1b to provide the Nurse Aide I Special Circumstance Cost, if any, for the following special circumstances that the Vendor will charge the Candidates or Sponsors during Contract Years 1-3 and Optional Years 4-5.

<b>Cost Table 1b: Nurse Aide 1 Special Circumstances Costs</b>					
<b>Nurse Aide I Special Circumstance Costs</b>	<b>Contract (Year 1)</b>	<b>Contract (Year 2)</b>	<b>Contract (Year 3)</b>	<b>Option 1 (Year 4)</b>	<b>Option 2 (Year 5)</b>
	<b>Candidate or Sponsor Cost</b>	<b>Candidate or Sponsor Cost</b>	<b>Candidate or Sponsor Cost</b>	<b>Candidate or Sponsor Cost</b>	<b>Candidate or Sponsor Cost</b>
1. Candidates who fail to show up for a scheduled exam and fail to notify the Vendor	\$	\$	\$	\$	\$
2. Candidates who give less than 24-hour notice of the need to reschedule an examination	\$	\$	\$	\$	\$
3. Candidates whose physical infirmity, either in advance or at the time of examination, precludes the Candidate's participation in a scheduled examination	\$	\$	\$	\$	\$
4. Inclement weather and other acts of God that preclude a Candidate's participation in a scheduled exam	\$	\$	\$	\$	\$
5. Cost for cancellation of examination	\$	\$	\$	\$	\$
6. Cost to reschedule examination due to process changes resulting in modifications to the Candidate Handbook	\$	\$	\$	\$	\$

**2. Medication Aide-Long Term Care Exam**

- a. Medication Aide-Long Term Care Exam Costs:** Use Cost Table 2a to provide the Medication Aide – Long Term Care Exam Type Per Unit Cost (i.e., the cost per test administered) in Cost Table 3a that the Vendor will charge the Candidates or Sponsors for each type of test administered during Contract Years 1-3 and Optional Years 4-5.

<b>Cost Table 2a: Medication Aide-Long Term Care Exam Costs</b>					
<b>Medication Aide – Long Term Care Exam Type</b>	<b>Contract (Year 1)</b>	<b>Contract (Year 2)</b>	<b>Contract (Year 3)</b>	<b>Option 1 (Year 4)</b>	<b>Option 2 (Year 5)</b>
	<b>Per Unit Candidate or Sponsor Cost</b>	<b>Per Unit Candidate or Sponsor Cost</b>	<b>Per Unit Candidate or Sponsor Cost</b>	<b>Per Unit Candidate or Sponsor Cost</b>	<b>Per Unit Candidate or Sponsor Cost</b>
1. Cost for written examination (initial)	\$ _____	\$	\$	\$	\$
2. Cost for written examination (re-test)	\$	\$	\$	\$	\$

- b. Medication Aide – Long Term Care Special Circumstance Costs:** Use Table 2b to provide the Medication Aide – Long Term Care Special Circumstance Cost, if any, for the following special circumstances in Cost Table 4a that the Vendor will charge the Candidates or Sponsors during Contract Years 1-3 and Optional Years 4-5.

<b>Cost Table 2b: Medication Aide-Long Term Care Special Circumstances Costs</b>					
<b>Medication Aide – Long Term Care Special Circumstance Costs</b>	<b>Contract (Year 1)</b>	<b>Contract (Year 2)</b>	<b>Contract (Year 3)</b>	<b>Option 1 (Year 4)</b>	<b>Option 2 (Year 5)</b>
	<b>Candidate or Sponsor Cost</b>	<b>Candidate or Sponsor Cost</b>	<b>Candidate or Sponsor Cost</b>	<b>Candidate or Sponsor Cost</b>	<b>Candidate or Sponsor Cost</b>
1. Candidates who fail to show up for a scheduled exam and fail to notify the Vendor	\$	\$	\$	\$	\$
2. Candidates who give less than 24-hour notice of the need to reschedule an examination	\$	\$	\$	\$	\$
3. Candidates whose physical infirmity, either in advance or at the time of examination, precludes the Candidate's participation in a scheduled examination	\$	\$	\$	\$	\$
4. Inclement weather and other acts of God that preclude a Candidate's participation in a scheduled exam	\$	\$	\$	\$	\$
5. Cost for cancellation of examination	\$	\$	\$	\$	\$
6. Cost to reschedule examination due to process changes resulting in modifications to the Candidate Handbook	\$	\$	\$	\$	\$

**3. Medication Aide-Adult Care Exam**

- a. Medication Aide-Adult Care Exam Costs:** Use Table 3a to provide the Medication Aide – Adult Care Exam Type Per Unit Cost (i.e., the cost per test administered) that the Vendor will charge the Candidates or Sponsors for each type of test administered during Contract Years 1-3 and Optional Years 4-5.

<b>Cost Table 3a: Medication Aide-Adult Care Exam Costs</b>					
<b>Medication Aide – Adult Care Exam Type</b>	<b>Contract (Year 1)</b>	<b>Contract (Year 2)</b>	<b>Contract (Year 3)</b>	<b>Option 1 (Year 4)</b>	<b>Option 2 (Year 5)</b>
	<b>Per Unit Candidate or Sponsor Cost</b>	<b>Per Unit Candidate or Sponsor Cost</b>	<b>Per Unit Candidate or Sponsor Cost</b>	<b>Per Unit Candidate or Sponsor Cost</b>	<b>Per Unit Candidate or Sponsor Cost</b>
1. Cost for written examination (initial)	\$	\$	\$	\$	\$
2. Cost for written examination (re-test)	\$	\$	\$	\$	\$

- b. **Medication Aide-Adult Care Special Circumstances Costs:** Use Table 3b to provide the Medication Aide – Adult Care Special Circumstance Cost, if any, for the following special circumstances that the Vendor will charge the Candidates or Sponsors during Contract Years 1-3 and Optional Years 4-5.

<b>Cost Table 3b: Medication Aide-Adult Care Special Circumstances Costs</b>					
<b>Medication Aide – Adult Care Special Circumstance Costs</b>	<b>Contract (Year 1)</b>	<b>Contract (Year 2)</b>	<b>Contract (Year 3)</b>	<b>Option 1 (Year 4)</b>	<b>Option 2 (Year 5)</b>
	<b>Candidate or Sponsor Cost</b>	<b>Candidate or Sponsor Cost</b>	<b>Candidate or Sponsor Cost</b>	<b>Candidate or Sponsor Cost</b>	<b>Candidate or Sponsor Cost</b>
1. Candidates who fail to show up for a scheduled exam and fail to notify the Vendor	\$	\$	\$	\$	\$
2. Candidates who give less than 24-hour notice of the need to reschedule an examination	\$	\$	\$	\$	\$
3. Candidates whose physical infirmity, either in advance or at the time of examination, precludes the Candidate's participation in a scheduled examination	\$	\$	\$	\$	\$
4. Inclement weather and other acts of God that preclude a Candidate's participation in a scheduled exam	\$	\$	\$	\$	\$
5. Cost for cancellation of examination	\$	\$	\$	\$	\$
6. Cost to reschedule examination due to process changes resulting in modifications to the Candidate Handbook	\$	\$	\$	\$	\$

**5.0 HISTORICALLY UNDERUTILIZED BUSINESSES**

“Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.” <http://ncadmin.nc.gov/businesses/hub>

Pursuant to N.C.G.S. §§143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP Lite.

**Is Vendor a Historically Underutilized Business?**  YES  NO

If “YES”, specify classification. \_\_\_\_\_

## 6.0 DEPARTMENT OF INFORMATION TECHNOLOGY INSTRUCTIONS TO VENDORS

- 1) **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
- 2) **DEFINITIONS:**
  - **NCDIT:** The North Carolina Department of Information Technology, formerly Office of Information Technology Services
  - **NCDIT CONVENIENCE CONTRACT:** A contract that is used for the procurement of IT goods or Services. These contracts are in place for the convenience of the state and use of them is optional.
  - **OPEN MARKET CONTRACT:** A contract for the purchase of goods or Services not covered by a term, technical, or convenience contract.
  - **TERM CONTRACT:** A contract in which a source of supply is established for a specified period of time for specified Services or supplies; usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price
  - **THE STATE:** Is the state of North Carolina and its agencies.
  - **VENDOR:** Company, firm, corporation, partnership, individual, etc., submitting a response to a solicitation.
- 3) **PROMPT PAYMENT DISCOUNTS:** Vendors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
- 4) **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from NCDIT. The Vendor is cautioned that the requirements of this RFP Lite can be altered only by written addendum and that verbal communications from whatever source are of no effect.
- 5) **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all offers, to waive any informality in offers and, unless otherwise specified by the Vendor, to accept any item in the offer. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
- 6) **AWARD OF CONTRACT:** Responsive offers will be evaluated and acceptance may be made in accordance with Best Value procurement practices as defined by N.C.G.S. §143-135.9. Unless otherwise specified by the State or the Vendor, the State reserves the right to accept any item or group of items on a multi-item offer. In addition, on agency specific or term contracts, NCDIT reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by NCDIT to be pertinent or peculiar to the purchase in question.
- 7) **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.
- 8) **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded pursuant to this solicitation that is over \$25,000, they must submit a written request to the issuing agency at the address given in this document. This request must be received in this office within fifteen (15) calendar days of the date of the contract award and must contain specific sound reasons and any supporting documentation for the protest. **Note:** Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation. RFP Lite status and Award notices are posted on the Internet at eVP.com. **All protests will be governed by NCAC Title 9, Department of Information Technology (formerly Office of Information Technology Services), Subchapter 06B Sections .1101 - .1121.**

**VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The NC electronic Vendor Portal (eVP) allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and Services available at the following website: <https://evp.nc.gov>.

This RFP Lite is available electronically on the electronic Vendor Portal (eVP) at the following website: <https://evp.nc.gov>.

- 9) **DIGITAL IMAGING:** The State will digitize the Vendor's response if not received electronically, and any awarded contract together with associated contract documents. This electronic copy shall be a preservation record, and serve as the official record of this solicitation with the same force and effect as the original written documents comprising such record. Any printout or other output readable by sight shown to reflect such record accurately is an "original."

## **7.0 DEPARTMENT OF INFORMATION TECHNOLOGY TERMS AND CONDITIONS**

### **1) DEFINITIONS:**

- a) "Data" includes means information, formulae, algorithms, or other content that the State, the State's employees, agents and end users upload, create or modify using the Services pursuant to this Agreement. Data also includes user identification information and metadata which may contain Data or from which the State's Data may be ascertainable.
- b) Deliverable/Product Warranties shall mean and include the warranties provided for products or deliverables licensed to the State as included in Paragraph 7) c) of these Terms and Conditions unless superseded by a Vendor's Warranties pursuant to Vendor's License or Support Agreements.
- c) "Services" shall mean the duties and tasks undertaken by the Vendor to fulfill the requirements and specifications of this solicitation, including, without limitation, providing web browser access by authorized users to certain Vendor online software applications identified herein, and to related services, such as Vendor hosted Computer storage, databases, Support, documentation, and other functionalities, all as a Software as a Service ("SaaS") solution.
- d) "State" shall mean the State of North Carolina, the Department of Information Technology as an agency, or the agency identified in this solicitation as the Purchasing Agency and Award Authority.
- e) "Support" includes provision of ongoing updates and maintenance for the Vendor online software applications, and as may be specified herein, consulting, training and other support Services as provided by the Vendor for SaaS tenants receiving similar SaaS Services.

### **2) ACCESS AND USE OF SAAS SERVICES:**

- a) Vendor grants the State a personal non-transferable and non-exclusive right to use and access, all Services and other functionalities or services provided, furnished or accessible under this Agreement. The State may utilize the Services as agreed herein and in accordance with any mutually agreed Acceptable Use Policy. The State is authorized to access State Data and any Vendor-provided data as specified herein and to transmit revisions, updates, deletions, enhancements, or modifications to the State Data. This shall include the right of the State to, and access to, Support without the Vendor requiring a separate maintenance or support agreement. Subject to an agreed limitation on the number of users, the State may use the Services with any computer, computer system, server, or desktop workstation owned or utilized by the State or other authorized users. User access to the Services shall be routinely provided by the Vendor and may be subject to a more specific Service Level Agreement (SLA) agreed to in writing by the parties. The State shall notify the Vendor of any unauthorized use of any password or account, or any other known or suspected breach of security access. The State also agrees to refrain from taking any steps, such as reverse engineering, reverse assembly or reverse compilation to derive a source code equivalent to the Services or any portion thereof. Use of the Services to perform services for commercial third parties (so-called "service bureau" uses) is not permitted, but the State may utilize the Services to perform its governmental functions. If the Services fees are

based upon the number of Users and/or hosted instances, the number of Users/hosted instances available may be adjusted at any time (subject to the restrictions on the maximum number of Users specified in the Furnish and Deliver Table herein above) by mutual agreement and State Procurement approval. All Services and information designated as “confidential” or “proprietary” shall be kept in confidence except as may be required by the North Carolina Public Records Act: N.C.G.S. § 132-1, *et. seq.*

- b) The State’s access license for the Services and its associated services neither transfers, vests, nor infers any title or other ownership right in any intellectual property rights of the Vendor or any third party, nor does this license transfer, vest, or infer any title or other ownership right in any source code associated with the Services unless otherwise agreed to by the parties. The provisions of this paragraph will not be construed as a sale of any ownership rights in the Services. Any Services or technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor has a limited, non-exclusive license to access and use the State Data as provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as provided herein.
- c) Vendor or its suppliers shall at minimum, and except as otherwise agreed, provide telephone assistance to the State for all Services procured hereunder during the State’s normal business hours (unless different hours are specified herein). Vendor warrants that its Support and customer service and assistance will be performed in accordance with generally accepted industry standards. The State has the right to receive the benefit of upgrades, updates, maintenance releases or other enhancements or modifications made generally available to Vendor’s SaaS tenants for similar Services. Vendor’s right to a new use agreement for new version releases of the Services shall not be abridged by the foregoing. Vendor may, at no additional charge, modify the Services to improve operation and reliability or to meet legal requirements.
- d) Vendor will provide to the State the same Services for updating, maintaining and continuing optimal performance for the Services as provided to other similarly situated users or tenants of the Services, but minimally as provided for and specified herein. Unless otherwise agreed in writing, Support will also be provided for any other (e.g., third-party) software provided by the Vendor in connection with the Vendor’s solution herein. The technical and professional activities required for establishing, managing, and maintaining the Services environment are the responsibilities of the Vendor. Any training specified herein will be provided by the Vendor to certain State users for the fees or costs as set forth herein or in an SLA.
- e) Services provided pursuant to this Solicitation may, in some circumstances, be accompanied by a user clickwrap agreement. The term clickwrap agreement refers to an agreement that requires the end user to manifest his or her assent to terms and conditions by clicking an “ok” or “agree” button on a dialog box or pop-up window as part of the process of access to the Services. All terms and conditions of any clickwrap agreement provided with any Services solicited herein shall have no force and effect and shall be non-binding on the State, its employees, agents, and other authorized users of the Services.
- f) The Vendor may utilize partners and/or subcontractors to assist in the provision of the Services, so long as the State Data is not removed from the United States unless the terms of storage of the State Data are clearly disclosed, the security provisions referenced herein can still be complied with, and such removal is done with the prior express written permission of the State. The Vendor shall identify all of its strategic business partners related to Services provided under this contract, including but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Vendor, who will be involved in any application development and/or operations.
- g) Vendor warrants that all Services will be performed with professional care and skill, in a workmanlike manner and in accordance with the Services documentation and this Agreement.

- h) An SLA or other agreed writing shall contain provisions for scalability of Services and any variation in fees or costs as a result of any such scaling.
  - i) Professional services provided by the Vendor at the request by the State in writing in addition to agreed Services shall be at the then-existing Vendor hourly rates when provided, unless otherwise agreed in writing by the parties.
- 3) WARRANTY OF NON-INFRINGEMENT; REMEDIES.**
- a) Vendor warrants to the best of its knowledge that:
    - i) The Services do not infringe any intellectual property rights of any third party; and
    - ii) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
  - b) Should any Services supplied by Vendor become the subject of a claim of infringement of a patent, copyright, Trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the Services, or replace or modify the same to become noninfringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected Services, and refund any sums the State has paid Vendor and make every reasonable effort to assist the State in procuring substitute Services. If, in the sole opinion of the State, the cessation of use by the State of any such Services due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services.
  - c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Services supplied by the Vendor, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
    - i) That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
    - ii) That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
  - d) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation results from the State's material alteration of any Vendor-branded Services, or from the continued use of the good(s) or Services after receiving notice they infringe on a trade secret of a third party.
- 4) ACCESS AVAILABILITY; REMEDIES:**
- a) The Vendor warrants that the Services will be in good working order, and operating in conformance with Vendor's standard specifications and functions as well as any other specifications agreed to by the parties in writing, and shall remain accessible 24/7, with the exception of scheduled outages for maintenance and of other service level provisions agreed in writing, e.g., in an SLA. Vendor does not warrant that the operation of the Services will be completely uninterrupted or error free, or that the Services functions will meet all the State's requirements, unless developed as Customized Services.
  - b) The State shall notify the Vendor if the Services are not in good working order or inaccessible during the term of the Agreement. Vendor shall, at its option, either repair, replace or reperform any Services reported or discovered as not being in good working order and accessible during the applicable contract term without cost to the State.  
If the Services monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to receive automatic credits as indicated immediately below, or the State may use other contractual remedies such as recovery of

damages, as set forth herein in writing, e.g., in Specifications, Special Terms or in an SLA, and as such other contractual damages are limited by N.C.G.S. §143B-1350(h1) and the Limitation of Liability paragraph below. If not otherwise provided, the automatic remedies for nonavailability of the Subscription Services during a month are:

1. A 10% service credit applied against future fees if Vendor does not reach 99.9% availability.
2. A 25% service credit applied against future fees if Vendor does not reach 99% availability.
3. A 50% service credit applied against future fees or eligibility for early termination of the Agreement if Vendor does not reach 95% availability.

If, however, Services meet the 99.9% service availability level for a month, but are not available for a consecutive 120 minutes during that month, the Vendor shall grant to the State a credit of a pro-rated one-day of the monthly subscription Services fee against future Services charges. Such credit(s) shall be applied to the bill immediately following the month in which Vendor failed to meet the performance requirements or other service levels, and the credit will continue to be deducted from the monthly invoice for each prior month that Vendor fails to meet the support response times for the remainder of the duration of the Agreement. If Services monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may also terminate the contract for material breach in accordance with the Default provisions hereinbelow.

- c) Support Services. If Vendor fails to meet Support Service response times as set forth herein or in an SLA for a period of three consecutive months, a 10% service credit will be deducted from the invoice in the month immediately following the third month, and the 10% service credit will continue to be deducted from the monthly invoice for each month that Vendor fails to meet the support response times for the remainder of the duration of the Agreement.

**5) EXCLUSIONS:**

- a) Except as stated above in Paragraphs 3 and 4, Vendor and its parent, subsidiaries and affiliates, subcontractors and suppliers make no warranties, express or implied, as to the Services.
- b) The warranties provided in Paragraphs 3 and 4 above do not cover repair for damages, malfunctions or service failures substantially caused by:
  - i) Actions of non-Vendor personnel;
  - ii) Failure to follow Vendor's written instructions relating to the Services provided to the State; or
  - iii) Force Majeure conditions set forth hereinbelow.
  - iv) The State's sole misuse of, or its own inability to use, the Services.

- 6) PERFORMANCE REVIEW AND ACCOUNTABILITY.** N.C.G.S. § 143B-1340(f) and 09 NCAC 06B.1207 require provisions for performance review and accountability in State IT contracts. For this procurement, these shall include the holding a retainage of 10% of the contract value and withholding the final payment contingent on final acceptance by the State as provided in 09 NCAC 06B.1207(3) and (4), unless waived or otherwise agreed, in writing. The Services herein will be provided consistent with and under these Services performance review and accountability guarantees.

**7) LIMITATION OF LIABILITY: Limitation of Vendor's Contract Damages Liability:**

- a) Where Services are under the State's exclusive management and control, the Vendor shall not be liable for direct damages caused by the State's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Services and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the State's intended use of the Services.
- b) The Vendor's liability for damages to the State arising under the contract shall be limited to two times the value of the Contract.
- c) The foregoing limitation of liability shall not apply to claims covered by other specific provisions including but not limited to Service Level Agreement or Deliverable/Product Warranty compliance, or to claims for injury to persons or damage to tangible personal property, gross negligence or

willful or wanton conduct. This limitation of liability does not apply to contributions among joint tortfeasors under N.C.G.S. 1B-1 et seq., the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract. For avoidance of doubt, the Parties agree that the Service Level Agreement and Deliverable/Product Warranty Terms in the Contract are intended to provide the sole and exclusive remedies available to the State under the Contract for the Vendor's failure to comply with the requirements stated therein.

**8) Vendor's Liability for Injury to Persons or Damage to Property:**

- a) The Vendor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of the State, employees of the State, persons designated by the State for training, or person(s) other than agents or employees of the Vendor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Vendor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Vendor.
- b) The Vendor agrees to indemnify, defend and hold the Agency and the State and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying work, Services, materials or supplies in connection with the performance of this Agreement, whether tangible or intangible, arising out of the ordinary negligence, willful or wanton negligence, or intentional acts of the Vendor, its officers, employees, agents, assigns or subcontractors.
- c) Vendor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Vendor.

**9) MODIFICATION OF SERVICES:** If Vendor modifies or replaces the Services provided to the State and other tenants, and if the State has paid all applicable Subscription Fees, the State shall be entitled to receive, at no additional charge, access to a newer version of the Services that supports substantially the same functionality as the then accessible version of the Services. Newer versions of the Services containing substantially increased functionality may be made available to the State for an additional subscription fee. In the event of either of such modifications, the then accessible version of the Services shall remain fully available to the State until the newer version is provided to the State and accepted. If a modification materially affects the functionality of the Services as used by the State, the State, at its sole option, may defer such modification.

**10) TRANSITION PERIOD:**

- a) For ninety (90) days, either prior to the expiration date of this Agreement, or upon notice of termination of this Agreement, Vendor shall assist the State, upon written request, in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").
- b) The Transition Period may be modified in an SLA or as agreed upon in writing by the parties in a contract amendment.
- c) During the Transition Period, Services access shall continue to be made available to the State without alteration.
- d) Vendor agrees to compensate the State for damages or losses the State incurs as a result of Vendor's failure to comply with this Transition Period section in accordance with the Limitation of Liability provisions above.
- e) Upon termination, and unless otherwise stated in an SLA, and after providing the State Data to the State as indicated above in this section with acknowledged receipt by the State in writing, the Vendor shall permanently destroy or render inaccessible any portion of the State Data in Vendor's and/or subcontractor's possession or control following the completion and expiration of all obligations in this section. Within thirty (30) days, Vendor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
- f) The State at its option, may purchase additional Transition services as may be agreed upon in a supplemental agreement.

- 11) **TRANSPORTATION:** Transportation charges for any Deliverable sent to the State other than electronically or by download, shall be FOB Destination unless delivered by internet or file-transfer as agreed by the State, or otherwise specified in the solicitation document or purchase order.
- 12) **TRAVEL EXPENSES:** All travel expenses should be included in the Vendor's proposed costs. Separately stated travel expenses will not be reimbursed. In the event that the Vendor may be eligible to be reimbursed for travel expenses specifically agreed to in writing and arising under the performance of this Agreement, reimbursement will be at the out-of-state rates set forth in G.S. §138-6; as amended from time to time. Vendor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. All Vendor incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt and shall be paid by the State within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the State. The State will reimburse travel allowances only for days on which the Vendor is required to be in North Carolina performing Services under this Agreement.
- 13) **PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES:** Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding Agreements with the Vendor. Violations of this provision may result in debarment of the Vendor(s) or Vendor(s) as permitted by 9 NCAC 06B.1207, or other provision of law.
- 14) **AVAILABILITY OF FUNDS:** Any and all payments by the State are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the State for the purposes set forth in this Agreement. If this Agreement or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the State's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Agreement or Purchase Order. If the term of this Agreement extends into fiscal years subsequent to that in which it is approved such continuation of the Agreement *is expressly contingent upon* the appropriation, allocation, and availability of funds by the N.C. Legislature for the purposes set forth in the Agreement. If funds to effect payment are not available, the State will provide written notification to Vendor. If the Agreement is terminated under this paragraph, Vendor agrees to terminate any Services supplied to the State under this Agreement, and relieve the State of any further obligation thereof. The State shall remit payment for Services accepted on or prior to the date of the aforesaid notice in conformance with the payment terms.
- 15) **PAYMENT TERMS:**
- a) Payment may be made by the State in advance of or in anticipation of subscription Services to be actually performed under the Agreement or upon proper invoice for other Services rendered. Payment terms are Net 30 days after receipt of correct invoice. Initial payments are to be made after final acceptance of the Services. Payments are subject to any retainage requirements herein. The Purchasing State Agency is responsible for all payments under the Agreement. Subscription fees for term years after the initial year shall be as quoted under State options herein, but shall not increase more than 5% over the prior term, except as the parties may have agreed to an alternate formula to determine such increases in writing. No additional charges to the State will be permitted based upon, or arising from, the State's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 *et seq.* of the N.C. General Statutes and applicable Administrative Rules.
  - b) Upon Vendor's written request of not less than 30 days and approval by the State, the State may:
    - i) Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or
    - ii) Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however,
    - iii) In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Agreement obligations.

- c) For any third party software licensed by Vendor or its subcontractors for use by the State, a copy of the software license including terms acceptable to the State, an assignment acceptable to the State, and documentation of license fees paid by the Vendor must be provided to the State before any related license fees or costs may be billed to the State.
- d) An undisputed invoice is an invoice for which the State and/or the Purchasing State Agency has not disputed in writing within thirty (30) days from the invoice date, unless the agency requests more time for review of the invoice. Upon Vendor's receipt of a disputed invoice notice, Vendor will work to correct the applicable invoice error, provided that such dispute notice shall not relieve the State or the applicable Purchasing State Agency from its payment obligations for the undisputed items on the invoice or for any disputed items that are ultimately corrected. The Purchasing State Agency is not required to pay the Vendor for any Software or Services provided without a written purchase order from the appropriate Purchasing State Agency. In addition, all such Services provided must meet all terms, conditions, and specifications of this Agreement and purchase order and be accepted as satisfactory by the Purchasing State Agency before payment will be issued.
- e) The Purchasing State Agency shall release any amounts held as retainages for Services completed within a reasonable period after the end of the period(s) or term(s) for which the retainage was withheld. Payment retainage shall apply to all invoiced items, excepting only such items as Vendor obtains from Third Parties and for which costs are chargeable to the State by agreement of the Parties. The Purchasing State Agency, in its sole discretion, may release retainages withheld from any invoice upon acceptance of the Services identified or associated with such invoices.

**16) ACCEPTANCE CRITERIA:**

- a) Initial acceptance testing is required for all Vendor supplied Services before going live, unless provided otherwise in the solicitation documents or a Statement of Work. The State may define such processes and procedures as may be necessary or proper, in its opinion and discretion, to ensure compliance with the State's specifications and Vendor's technical representations. Acceptance of Services may be controlled by additional written terms as agreed by the parties.
- b) After initial acceptance of Services, the State shall have the obligation to notify Vendor, in writing and within ten (10) days following provision of any Deliverable described in the contract if it is not acceptable. The notice shall specify in reasonable detail the reason(s) a Deliverable is unacceptable. Acceptance by the State of any Vendor re-performance or correction shall not be unreasonably withheld, but may be conditioned or delayed as required for confirmation by the State that the issue(s) in the notice have been successfully corrected.

**17) CONFIDENTIALITY:** The State may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1, *et seq.* Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL.**" By so marking any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions marked "confidential" meet the requirements of the Rules and Statutes set forth above. ***However, under no circumstances shall price information be designated as confidential.*** The State agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor's confidential information. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel the State to disclose information marked "confidential," the Vendor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Vendor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Vendor with respect to the disclosure of Vendor's confidential

information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law.

**18) SECURITY OF STATE DATA:**

- a) All materials, including software, Data, information and documentation provided by the State to the Vendor (State Data) during the performance or provision of Services hereunder are the property of the State of North Carolina and must be kept secure and returned to the State. The Vendor will protect State Data in its hands from unauthorized disclosure, loss, damage, destruction by natural event, or other eventuality. Proprietary Vendor materials shall be identified to the State by Vendor prior to use or provision of Services hereunder and shall remain the property of the Vendor. Derivative works of any Vendor proprietary materials prepared or created during the performance of provision of Services hereunder shall be provided to the State as part of the Services. The Vendor shall not access State User accounts, or State Data, except (i) during data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State's written request. The Vendor shall protect the confidentiality of all information, Data, instruments, studies, reports, records and other materials provided to it by the State or maintained or created in accordance with this Agreement. No such information, Data, instruments, studies, reports, records and other materials in the possession of Vendor shall be disclosed in any form without the prior written agreement with the State. The Vendor will have written policies governing access to and duplication and dissemination of all such information, Data, instruments, studies, reports, records and other materials.
- b) The Vendor shall not store or transfer non-public State data outside of the United States. This includes backup data and Disaster Recovery locations. The Service Provider will permit its personnel and contractors to access State of North Carolina data remotely only as required to provide technical support.
- c) Protection of personal privacy and sensitive data. The Vendor acknowledges its responsibility for securing any restricted or highly restricted data, as defined by the Statewide Data Classification and Handling Policy (<https://it.nc.gov/document/statewide-data-classification-and-handling-policy>) that is collected by the State and stored in any Vendor site or other Vendor housing systems including, but not limited to, computer systems, networks, servers, or databases, maintained by Vendor or its agents or subcontractors in connection with the provision of the Services. The Vendor warrants, at its sole cost and expense, that it shall implement processes and maintain the security of data classified as restricted or highly restricted; provide reasonable care and efforts to detect fraudulent activity involving the data; and promptly notify the State of any breaches of security within 24 hours of confirmation as required by N.C.G.S. § 143B-1379.
- d) The Vendor will provide and maintain secure backup of the State Data. The Vendor shall implement and maintain secure passwords for its online system providing the Services, as well as all appropriate administrative, physical, technical and procedural safeguards at all times during the term of this Agreement to secure such Data from Data Breach, protect the Data and the Services from loss, corruption, unauthorized disclosure, and the introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data and the Services. The Vendor will allow periodic back-up of State Data by the State to the State's infrastructure as the State requires or as may be provided by law.
- e) The Vendor shall certify to the State:
  - i) The sufficiency of its security standards, tools, technologies and procedures in providing Services under this Agreement;
  - ii) That the system used to provide the Subscription Services under this Contract has and will maintain a valid 3rd party security certification not to exceed 1 year and is consistent with the data classification level and a security controls appropriate for low or moderate information system(s) per the National Institute of Standards and Technology NIST 800-53 revision 4 The State reserves the right to independently evaluate, audit, and verify such requirements.
  - iii) That the Services will comply with the following:

- (1) Any DIT security policy regarding Cloud Computing, and the DIT Statewide Information Security Policy Manual; to include encryption requirements as defined below:
    - (a) The Vendor shall encrypt all non-public data in transit regardless of the transit mechanism.
    - (b) For engagements where the Vendor stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Examples are social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords. The Vendor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2, Security Requirements. The key location and other key management details will be discussed and negotiated by both parties. When the Service Provider cannot offer encryption at rest, it must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach. Additionally, where encryption of data at rest is not possible, the Vendor must describe existing security measures that provide a similar level of protection;
  - (2) Privacy provisions of the Federal Privacy Act of 1974;
  - (3) The North Carolina Identity Theft Protection Act, N.C.G.S. Chapter 75, Article 2A (e.g., N.C.G.S. § 75-65 and -66);
  - (4) The North Carolina Public Records Act, N.C.G.S. Chapter 132; and
  - (5) Applicable Federal, State and industry standards and guidelines including, but not limited to, relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCIDSS Cloud Computing Guidelines, Criminal Justice Information, The Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA);
  - (6) Any requirements implemented by the State under N.C.G.S. §§ 143B-1376 and -1377.
- f) Security Breach. "Security Breach" under the NC Identity Theft Protection Act (N.C.G.S. § 75-60ff) means (1) any circumstance pursuant to which applicable Law requires notification of such breach to be given to affected parties or other activity in response to such circumstance (e.g., N.C.G.S. § 75-65); or (2) any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance that compromises, or could reasonably be expected to compromise, either Physical Security or Systems Security (as such terms are defined below) in a fashion that either does or could reasonably be expected to permit unauthorized Processing (as defined below), use, disclosure or acquisition of or access to any the State Data or state confidential information. "Physical Security" means physical security at any site or other location housing systems maintained by Vendor or its agents or subcontractors in connection with the Services. "Systems Security" means security of computer, electronic or telecommunications systems of any variety (including data bases, hardware, software, storage, switching and interconnection devices and mechanisms), and networks of which such systems are a part or communicate with, used directly or indirectly by Vendor or its agents or subcontractors in connection with the Services. "Processing" means any operation or set of operations performed upon the State Data or State confidential information, whether by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying.
- g) Breach Notification. In the event Vendor becomes aware of any Security Breach due to Vendor acts or omissions other than in accordance with the terms of the Agreement, Vendor shall, at its own expense, (1) immediately notify the State's Agreement Administrator of such Security Breach and perform a root cause analysis thereon, (2) investigate such Security Breach, (3) provide a remediation plan, acceptable to the State, to address the Security Breach and prevent any further incidents, (4) conduct a forensic investigation to determine what systems, data and information have been affected by such event; and (5) cooperate with the State, and any law enforcement or regulatory officials, credit reporting companies, and credit card associations investigating such

Security Breach. The State shall make the final decision on notifying the State's persons, entities, employees, service providers and/or the public of such Security Breach, and the implementation of the remediation plan. If a notification to a customer is required under any Law or pursuant to any of the State's privacy or security policies, then notifications to all persons and entities who are affected by the same event (as reasonably determined by the State) shall be considered legally required.

- h) Notification Related Costs. Vendor shall reimburse the State for all Notification Related Costs incurred by the State arising out of or in connection with any such Security Breach due to Vendor acts or omissions other than in accordance with the terms of the Agreement resulting in a requirement for legally required notifications. "Notification Related Costs" shall include the State's internal and external costs associated with addressing and responding to the Security Breach, including but not limited to: (1) preparation and mailing or other transmission of legally required notifications; (2) preparation and mailing or other transmission of such other communications to customers, agents or others as the State deems reasonably appropriate; (3) establishment of a call center or other communications procedures in response to such Security Breach (e.g., customer service FAQs, talking points and training); (4) public relations and other similar crisis management services; (5) legal and accounting fees and expenses associated with the State's investigation of and response to such event; and (6) costs for credit reporting services that are associated with legally required notifications or are advisable, in the State's opinion, under the circumstances. If the Vendor becomes aware of any Security Breach which is not due to Vendor acts or omissions other than in accordance with the terms of the Agreement, Vendor shall immediately notify the State of such Security Breach, and the parties shall reasonably cooperate regarding which of the foregoing or other activities may be appropriate under the circumstances, including any applicable Charges for the same.
- i) Vendor shall allow the State reasonable access to Services security logs, latency statistics, and other related Services security data that affect this Agreement and the State's Data, at no cost to the State.
- j) In the course of normal operations, it may become necessary for Vendor to copy or move Data to another storage destination on its online system, and delete the Data found in the original location. In any such event, the Vendor shall preserve and maintain the content and integrity of the Data, except by prior written notice to, and prior written approval by, the State.
- k) Remote access to Data from outside the continental United States, including, without limitation, remote access to Data by authorized Services support staff in identified support centers, is prohibited unless approved in advance by the State Chief Information Officer or the Using Agency.
- l) In the event of temporary loss of access to Services, Vendor shall promptly restore continuity of Services, restore Data in accordance with this Agreement and as may be set forth in an SLA, restore accessibility of Data and the Services to meet the performance requirements stated herein or in an SLA. As a result, Service Level remedies will become available to the State as provided herein, in the SLA or other agreed and relevant documents. Failure to promptly remedy any such temporary loss of access may result in the State exercising its options for assessing damages under this Agreement.
- m) In the event of disaster or catastrophic failure that results in significant State Data loss or extended loss of access to Data or Services, Vendor shall notify the State by the fastest means available and in writing, with additional notification provided to the State Chief Information Officer or designee of the contracting agency. Vendor shall provide such notification within twenty-four (24) hours after Vendor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Vendor shall inform the State of:
  - (1) The scale and quantity of the State Data loss;
  - (2) What Vendor has done or will do to recover the State Data from backups and mitigate any deleterious effect of the State Data and Services loss; and
  - (3) What corrective action Vendor has taken or will take to prevent future State Data and Services loss.

(4) If Vendor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Agreement.

Vendor shall investigate of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Vendor shall cooperate fully with the State, its agents and law enforcement.

- n) In the event of termination of this contract, cessation of business by the Vendor or other event preventing Vendor from continuing to provide the Services, Vendor shall not withhold the State Data or any other State confidential information or refuse for any reason, to promptly return to the State the State Data and any other State confidential information (including copies thereof) if requested to do so on such media as reasonably requested by the State, even if the State is then or is alleged to be in breach of the Agreement. As a part of Vendor's obligation to provide the State Data pursuant to this Paragraph 18) n), Vendor will also provide the State any data maps, documentation, software, or other materials necessary, including, without limitation, handwritten notes, materials, working papers or documentation, for the State to use, translate, interpret, extract and convert the State Data.
- o) Secure Data Disposal. When requested by the State, the Vendor shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State.

**19) ACCESS TO PERSONS AND RECORDS:** Pursuant to N.C. General Statute 147-64.7, the State, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement. The Vendor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this Agreement. Additional audit or reporting requirements may be required by any State, if in the State's opinion, such requirement is imposed by federal or state law or regulation. The Vendor shall allow the State to audit conformance including contract terms, system security and data centers as appropriate. The State may perform this audit or contract with a third party at its discretion at the State's expense. Such reviews shall be conducted with at least 30 days' advance written notice and shall not unreasonably interfere with the Service Provider's business.

**20) ASSIGNMENT:** Vendor may not assign this Agreement or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days of any consolidation, acquisition, or merger. Any assignee shall affirm this Agreement attorning to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under this Agreement. An assignment may be made, if at all, in writing by the Vendor, Assignee and the State setting forth the foregoing obligation of Vendor and Assignee.

**21) NOTICES:** Any notices required under this Agreement should be delivered to the Agreement Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier, facsimile or by hand.

**22) TITLES AND HEADINGS:** Titles and Headings in this Agreement are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.

**23) AMENDMENT:** This Agreement may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of the State and Vendor.

**24) TAXES:** The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of this Agreement. Applicable State or local sales taxes shall be invoiced as a separate item.

- 25) GOVERNING LAWS, JURISDICTION, AND VENUE:** This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Agreement or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Agreement, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.
- 26) DEFAULT:** In the event Services or other Deliverable furnished or performed by the Vendor during performance of any Contract term fail to conform to any material requirement(s) of the Contract specifications, notice of the failure is provided by the State and if the failure is not cured within ten (10) days, or Vendor fails to meet the material requirements and specifications herein, the State may cancel the contract. Default may be cause for debarment as provided in 09 NCAC 06B.1206. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- a) If Vendor fails to deliver or provide correct Services within the time required by this Contract, the State shall provide written notice of said failure to Vendor, and by such notice require performance assurance measures pursuant to N.C.G.S. 143B-1340(f). Vendor is responsible for the delays resulting from its failure to deliver or provide Services or other Deliverables.
  - b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences resulting from the State's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's offer documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such Vendor failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure. Vendor shall provide a plan to cure any delay or default if requested by the State. The plan shall state the nature of the delay or default, the time required for cure, any mitigating factors causing or tending to cause the delay or default, and such other information as the Vendor may deem necessary or proper to provide.
- 27) FORCE MAJEURE:** Except as provided for herein, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 28) COMPLIANCE WITH LAWS:** The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and the provision of Services hereunder, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 29) TERMINATION:** Any notice or termination made under this Agreement shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated. The parties may mutually terminate this Agreement by written agreement at any time.
- a) The State may terminate this Agreement, in whole or in part, pursuant to the Paragraph entitled "Default," above, or pursuant to Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following
    - i) Termination for Cause: In the event any goods, Services, or service furnished by the Vendor during performance fails to conform to any material specification or requirement of the Agreement, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or Services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraph 7), entitled "Limitation of Liability." The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and

remedies provided by law or under the Agreement. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of this Agreement; and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.

- ii) Termination for Convenience Without Cause: The State may terminate service and indefinite quantity contracts, in whole or in part by giving thirty (30) days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Services performed in conformance with the Agreement. In the event the Agreement is terminated for the convenience of the State the State will pay for all Services and work performed or delivered in conformance with the Agreement up to the date of termination.

**30) DISPUTE RESOLUTION:** The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the State shall be submitted in writing to the Vendor's Agreement Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

**31) SEVERABILITY:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Agreement shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.

**32) FEDERAL INTELLECTUAL PROPERTY BANKRUPTCY PROTECTION ACT:** The Parties agree that the State shall be entitled to any and all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

**33) ELECTRONIC PROCUREMENT:** (Applies to all contracts that include E-Procurement and are identified as such in the body of the solicitation document): Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract. The E-Procurement fee does not normally apply to services.

- a) Reserved.
- b) Reserved.
- c) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Agreement. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.
- d) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges for such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the state and the Supplier Manager to mitigate and correct any security breach.

## **ATTACHMENT A: AGENCY TERMS AND CONDITIONS**

### **a) Housing and Privacy and Security Compliance:**

1. During the term of the Contract, the Vendor shall comply and ensure that any Hosting Service Provider complies with the following compliance requirements to ensure the Confidential Information and Solution(s) remains secure and the Solution(s) remains operational and available:
  - a. Solution: The Vendor shall comply, and ensure that any Hosting Service Provider complies, with the following:
    - i) Ensure the Solution(s) complies with all applicable federal, State, and departmental regulations, statutes, policies, standards and guidelines.
    - ii) If the State determines that any services or activities within the scope of the RFP are subject to new/additional State and federal statutes and regulations, ensure the Solution complies with these new requirements at no additional cost to the State.
  - b. Database: The Vendor shall comply, and ensure that any Hosting Service Provider complies, with the following:
    - i) A breach or compromise to another database on the Solution's database server shall not subject the Solution(s) and the Confidential Information to a breach or compromise;
    - ii) The database server shall contain full redundancy, memory, dual power supply and disks; and
    - iii) In a virtualized environment, the Solution(s) storing Confidential Information shall be partitioned such that the database and the Confidential Information are separated from and inaccessible to all individuals with no need for access.
  - c. Hosting: The Vendor shall comply, and ensure that any Hosting Service Provider complies, with the following:
    - i) Host or contract with a hosting service provider ("Hosting Service Provider") to host the Solution(s) and the Confidential Information.
    - ii) Ensure its and any Hosting Service Provider's facility(ies) hosting the Solution(s) and the Confidential Information maintain controlled access for its/their employees or third parties.
    - iii) Ensure that internal data security measures, environmental safeguards, firewalls, access controls and other security methods utilizing appropriate hardware and software necessary to monitor, maintain, and ensure data integrity in accordance with all applicable federal regulations, state regulations, and DHHS privacy and security policies are implemented and maintained.
    - iv) Ensure the Solution's infrastructure platforms and options under which the Solution(s) operates ("platforms") conform/comply with the requirements in this RFP during the term of the resulting Contract.
    - v) Notify the State immediately if the platforms fail to conform/comply with the requirements in this RFP, and immediately upgrade the platforms to bring them into compliance with these requirements to prevent vulnerability to the Confidential Information, at no additional cost to the State.
    - vi) If required, work with the State to complete NC DIT's TASD (Technical Architecture System Design) for DHHS and NC DIT approval after Contract award. In the TASD, identify all platforms and confirm that the software is certified for each infrastructure platform listed. NC DIT and DHHS staff, at their sole discretion, will determine whether the Vendor's and any Hosting Service Provider's platforms comply/conform (as applicable) with federal, State, or DHHS architectural, privacy, and security policies and standards. The Vendor and any Hosting Service Provider will be unable to continue to host the Solution(s) and/or the Confidential Information until DHHS and NC DIT staff

approve the T ASD. In addition, the Vendor and any Hosting Service Provider will be required to:

- (1) If a T ASD is required, review and evaluate the T ASD thirty (30) calendar days prior to the start of each new Contract Year to verify whether its/their platforms have changed, whether its/their platforms continue to conform/comply with federal, State, or DHHS architectural, privacy, and security policies and standards, and whether any of its/their platforms may be categorized as “end of life” prior to the start of the following Contract Year.
  - (2) If at any time during the term of the Contract, the platforms do not conform/comply with federal, State, or DHHS architectural, privacy, or security policies and standards, notify the State immediately, update its prior DHHS- and NC DIT- approved version of the T ASD and immediately upgrade its/their platforms to bring them into compliance with these policies and standards to prevent vulnerability to the Confidential Information.
- vii) Secure the Solution’s network through monitoring by an Intrusion Detection Solution (IDS) for unauthorized access. Provide support access through encrypted sessions and firewall protect (IP/SEC) all servers.
  - viii) Maintain all Confidential Information securely in its and any Hosting Service Provider’s infrastructure environment, separate apart from and not commingled, with all other data it hosts.
  - ix) If necessary, establish a secure FTP site for the State and transmit all Confidential Information using this secure FTP site.
  - x) The Confidential Information is critical to the operation of the State’s business. In the event Confidential Information is no longer able to be hosted, maintained or processed (default), secure the immediate and secure return of all such Confidential Information to the State. In the event of an anticipated default, immediately procure temporary and secure parallel hosting until a permanent replacement hosting service provider can be hired, all at no extra cost to the State.
  - xi) Reimburse the State for any costs due to any such hosting change or to any efforts to recover, convert, protect and/or secure the Confidential Information. The State reserves the right, upon repeated major services outages or repeated outages that were not promptly cured or corrected, to seek substitute reporting, storage, SaaS, data recovery and conversion and processing services and to hold the Vendor and any Hosting Service Provider responsible during the remaining term(s) of the Contract for any excess costs, conversion costs and fees over those provided for in the Contract.
  - xii) In any contract with a Hosting Service Provider, include all the requirements outlined in this resulting Contract as well as language retaining the State’s right and ability to immediately secure and recover the Confidential Information free of any liens or other claims against such Confidential Information in the event of a default or a proposed hosting change and require that any Hosting Service Provider include this same language in any contracts with its vendors, subcontractors or other hosting service providers.
  - xiii) Obtain advance approval from the DHHS Privacy and Security Office to allow remote access to or the storage of Confidential Information from outside the continental United States, including, without limitation, remote access to the Confidential Information by authorized services support staff in identified support centers, since these actions are prohibited.
- d. System Security: The Vendor shall comply, and ensure that any Hosting Service Provider complies, with the following:
- i) The Solution(s) shall offer various levels of security, including, but not limited to, the following:

- (1) Security controlled access to all the Confidential Information and to the Solution(s), to restrict access to varying levels of data and function;
  - (2) Controlled access to the Confidential Information as well as security level restrictions on the access to functions, including inquiry-only functions;
  - (3) Not permit Global access to all functions;
  - (4) Password protection as well as a mechanism within the Solution(s) to document and record any change to a software module or function;
  - (5) Include procedures for safeguarding the State from unauthorized modifications to the Solution(s);
  - (6) Restrict access to the Solution(s) or function within a specific logon;
  - (7) Restrict access to any processing environment storing the Confidential Information unless the need for access is necessitated for the performance of services under this RFP; and
  - (8) Include procedures for encrypting the Confidential Information according to the standard outlined in Section 7.15 detailing how the Confidential Information will be protected during transmission and at rest.
- e. Data Safeguards: The Vendor shall comply with and perform and ensure any Hosting Service Provider complies with and performs the following, to protect the Confidential Information:
- i) In receiving, storing, and processing the Confidential Information, utilize/implement the following privacy and security safeguards:
    - (1) Refrain from disclosing Confidential Information to any unauthorized individual or entity, including a third party, without the prior written consent of the State;
    - (2) Refrain from using, distributing, publishing, displaying or copying the Confidential Information other than as permitted or required by this RFP or as required by state or federal law;
    - (3) Monitor employees'/third parties' access to the Confidential Information;
    - (4) Terminate employees'/third parties' access privileges to the Confidential Information immediately, when their employment/assignment has been terminated or their job responsibilities no longer require access to the Confidential Information;
    - (5) When requested by the State, destroy all requested Confidential Information in all forms in a secure manner, for example: disk, CD/DVD, backup tape, and paper. Permanently delete all Confidential Information, so it is not recoverable according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction for Media Sanitation;
    - (6) Report to the State any unauthorized use, access, acquisition or disclosure of the Confidential Information of which it becomes aware as required below in Section 7.15.
    - (7) Implement corrective action to eliminate or negate any harmful effect that is known of a use, access, acquisition or disclosure of Confidential Information in violation of the terms of this RFP;
    - (8) Maintain the Confidential Information in the strictest confidence and carefully restrict access to this Confidential Information to any other individual, employee, entity, or third party on a need to know basis, as is reasonably required to accomplish the purpose stated in this RFP, and protect it from loss, damage, or destruction by natural event or another event;
    - (9) To ensure data confidentiality and security, implement and maintain a strong encryption algorithm that meets industry encryption standard criteria as defined by NIST to encrypt all Confidential Information while in transit and at rest;
    - (10) Ensure that its employees, workforce members, or any Hosting Service Provider, to whom it provides Confidential Information to perform an activity, function or service on the State's or its own behalf, agree to the same restrictions and

conditions of data confidentiality and data security as those set forth and apply in this RFP, and in any Non-Disclosure Agreement, as applicable, with respect to such Confidential Information;

- ii) All Confidential Information provided by the State and hosted during the term of the RFP are the property of the State and shall be kept secure and returned to the State, at its request.
- iii) Maintain written policies governing access, disclosure, storage, duplication and dissemination of all such Confidential Information, reports, records and other materials.
- iv) Secure any Confidential Information entered into the Solution and stored in any Vendor site, Hosting Service Provider site, subcontractor's site, or other vendors'(s) housing systems, including but not limited to computer systems, networks, servers, or databases, maintained by the Vendor, its Hosting Service Provider, agents or subcontractors in connection with the provision of the services. At their sole cost and expense, implement processes and maintain security of the Confidential Information; provide reasonable care and efforts to detect fraudulent activity involving the Confidential Information; and promptly notify the State of any breaches involving the Confidential Information as required in Section 7.15 below and Section 13 in Attachment B.
- v) Provide and maintain secure backup of the Confidential Information.
- vi) Implement and maintain secure passwords for the Solution(s), which provides the services, as well as all appropriate administrative, physical, technical and procedural safeguards at all times during the term of the Contract to secure such Confidential Information from breach, protect the Confidential Information and the services from loss, corruption, unauthorized disclosure, and from hacks, and the introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Confidential Information and the services.
- vii) At its own expense, ensure that it and any Hosting Service Provider (1) immediately report all suspected and confirmed privacy, Cybersecurity, or Significant Cybersecurity incidents or breaches involving unauthorized access, use, disclosure, modification, or data destruction to the DHHS Privacy and Security Office at <https://www.ncdhhs.gov/about/administrative-divisions-offices/office-privacy-security> (or, if website is unavailable, fax to 919-733-1524) within twenty-four (24) hours after discovery. If the privacy, Cybersecurity or Significant Cybersecurity incident or breach involves Social Security Administration (SSA) data, Internal Revenue Services (IRS) data, or Centers for Medicare and Medicaid Services (CMS) data, the Vendor and any Hosting Service Provider shall report the privacy, Cybersecurity, or Significant Cybersecurity incident or breach within one (1) hour after the incident or breach is first discovered. At a minimum, such privacy or Cybersecurity incident report will contain to the extent known: the nature of the privacy, Cybersecurity or Significant Cybersecurity incident or breach, specific information about the data compromised, the date the privacy, Cybersecurity, or Significant Cybersecurity incident or breach occurred, the date the Vendor was notified, and the identity of any affected or potentially affected individual(s).

During the performance of this Contract, the Vendor shall notify the DHHS Privacy and Security Office of any contact by the federal Office for Civil Rights (OCR) received by the Vendor. In addition, the Vendor will reasonably cooperate with the State to mitigate the damage or harm of such privacy, Cybersecurity, or Significant Cybersecurity incident or breach. The State will make the final decision on notifying affected persons of any incident or breach, and the implementation of the remediation plan. If a notification to affected persons is required under any law/regulation or pursuant to any of the State's/DHHS's privacy or security policies, then notifications to all persons and entities who are affected by the same event (as reasonably determined by the State)

shall be considered legally required. The Vendor and any Hosting Service Provider will bear the cost of the privacy, Cybersecurity, or Significant Cybersecurity incident or breach and the cost of the notice ("Notification Related Costs").

- viii) Reimburse the State for all privacy, Cybersecurity, or Significant Cybersecurity incident or breach costs, or Notification Related Costs incurred by the State arising out of or in connection with any such incident or breach due to its and any Hosting Service Provider's acts or omissions other than in accordance with the terms of the Contract. Notification Related Costs will include the State's internal and external costs associated with addressing and responding to the privacy, Cybersecurity, or Significant Cybersecurity incident or breach, including but not limited to: (a) preparation and mailing or other transmission of legally required notifications; (b) preparation and mailing or other transmission of such other communications to customers, agents or others as the State deems reasonably appropriate; (c) establishment of a call center or other communications procedures in response to such breach (e.g., customer service FAQs, talking points and training); (d) public relations and other similar crisis management services; (e) legal and accounting fees and expenses associated with the State's investigation of and response to such event; and (f) costs for credit reporting services that are associated with legally required notifications or are advisable, in the State's opinion, under the circumstances. In the event the Vendor and any Hosting Service Provider becomes aware of any privacy, Cybersecurity, or Significant Cybersecurity incident or breach, which are not due to the Vendor's and any Hosting Service Provider's acts or omissions other than in accordance with the terms of the Contract, the Vendor and any Hosting Service Provider will immediately notify the State of such privacy, Cybersecurity, or Significant Cybersecurity incident or breach, and the parties will reasonably cooperate regarding which of the foregoing or other activities may be appropriate under the circumstances, including any applicable charges for the same.
- ix) Allow the State reasonable access to service security logs, latency statistics, and other related services security data that affect this RFP and the Confidential Information, at no cost to the State.
- x) During normal operations, it may become necessary for the Vendor and any Hosting Service Provider to copy or move the Confidential Information to another storage destination and delete the Confidential Information found in the original location. In any such event, the Vendor and any Hosting Service Provider will ensure that the confidentiality and integrity of the Confidential Information is preserved and maintained, except by prior written notice to, and prior written approval by the State.
- xi) In the event of a temporary loss of access to services, ensure that continuity of services is promptly restored, restore the Confidential Information in accordance with this RFP, restore accessibility of the Confidential Information and the services to meet the performance requirements set forth herein.
- xii) In the event of a disaster or catastrophic failure that results in significant Confidential Information loss or extended loss of access to the Confidential Information or services, notify the State point of contact by the fastest means available and in writing, with additional notification of the incident provided to the DHHS Chief Information Officer (CIO), within twenty-four (24) hours after reasonable belief there has been such a disaster or catastrophic failure. In the notification, inform the State point of contact, and the DHHS CIO of:
  - (1) The scale and quantity of the Confidential Information loss;
  - (2) What has been done or will be done to recover the Confidential Information from backups and mitigate any deleterious effect of the Confidential Information and services loss; and

- (3) What corrective action has been taken or will be taken to prevent future Confidential Information and service loss.
- xiii) If there is a failure to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this RFP.
- xiv) Investigate the disaster or catastrophic failure and share the report of the investigation with the State. The State and its authorized agents will have the right to lead (if required by law) or participate in the investigation, cooperating fully with the State, its agents and law enforcement.
- xv) In the event of termination or expiration of the Contract, cessation of business by the Vendor and any Hosting Service Provider or other event preventing the Vendor and any Hosting Service Provider from continuing to provide the services, the Vendor and any Hosting Service Provider will not withhold the Confidential Information or refuse for any reason, to promptly return to the State its Confidential Information and any other Confidential Information (including copies thereof) if requested to do so on such media as is reasonably requested by the State, even if the Vendor and any Hosting Service Provider is then, or is alleged to be, in breach of the Contract. Apart from the Vendor's and any Hosting Service Provider's obligation to provide the Confidential Information, the Vendor and any Hosting Service Provider will also provide the State any data maps, documentation, software, or other materials necessary, including, without limitation, handwritten notes, materials, working papers or documentation, for the State to use, translate, interpret, extract and/or convert the Confidential Information.
- f. Data Retention: The Vendor and any Hosting Service Provider shall adhere to and perform the following:
  - i) Retain the full revision history of all Confidential Information collected, stored, and maintained by the Solution indefinitely, until the State requests, in writing, that the awarded Vendor transition the Confidential Information back to the State or the State's designee.
  - ii) Not destroy, purge, or dispose of the Confidential Information without the express written consent of the State. Requests to destroy, purge, or dispose of records will be sent in writing by the State.
  - iii) If and when the State provides written consent to the Vendor to destroy, purge or dispose of the Confidential Information, follow all other regulations of the NIST Special Publication (SP) 800-88 Revision 1, Guideline for Media Sanitation found at: <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>.

**b) DHHS PRIVACY AND SECURITY OFFICE (PSO) TERMS**

**1. COMPLIANCE WITH APPLICABLE LAWS**

The Vendor shall comply with all electronic storage standards concerning privacy, data protection, confidentiality, and security including those of federal, state, and DHHS having jurisdiction where business services are provided for accessing, receiving, or processing all confidential information.

**2. NC STATE AND DEPARTMENT OF HEALTH AND HUMAN SERVICES PRIVACY AND REQUIREMENTS**

The Vendor shall implement internal data security measures, and other industry security best practices utilizing appropriate hardware and software necessary to monitor, maintain, and ensure data integrity in accordance with all applicable federal regulations, state regulations, DHHS privacy and security policies. The Vendor will maintain all Privacy and security safeguards throughout the term of this agreement. In addition, the Vendor agrees to maintain compliance with the NC DHHS Privacy Manual and Security Manual, both located online at:

- a) <https://www2.ncdhhs.gov/info/olm/manuals/dhs/pol-80/man/>

b) <https://policies.ncdhhs.gov/departmental/policies-manuals/section-viii-privacy-and-security>

### 3. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

If the DHHS Division or Office determines that some or all the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended (HIPAA), or its implementing regulations, the Vendor agrees to comply with all HIPAA requirements and will execute such agreements and practices as the Division or Office may require ensuring compliance.

### 4. **CONTINUOUS MONITORING**

- a) The Vendor shall maintain compliance with the State Chief Information Officer's (CIO) Continuous Monitoring Process mandate, requiring that Vendors hosting state-owned data outside of NC DIT's infrastructure environment work with state agencies to implement a risk management program that continuously monitors risk through the performance of assessments, risk analysis, and data inventory.
- b) Based upon NIST 800-137, "Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations", the Vendor shall perform security/risk assessments on its information systems using the latest NIST 800-53 controls to assess its compliance with enterprise security standards as outlined below.

Security Assessment:

- i. Vendors providing Infrastructure as a Service, Platform as a Service and/or Software as a Service for the state agency are required to obtain approval from the DHHS Privacy and Security Office to ensure their compliance with statewide security policies.
- ii. To obtain such approval, the Vendor shall annually provide both a written attestation to its compliance and an industry recognized, third party assessment report, such as the Federal Risk and Authorization Management Program (FedRAMP) certification, SOC 2 Type 2, HITRUST CSF and ISO 27001. State agencies will be required to review these security assessment reports, assess the risk of each vendor, ensure completion of all findings using a Corrective Action Plan (CAP), and provide an annual certification to the Vendor's compliance to the State CIO.

The Vendor shall work with the state agency to provide a data inventory of all cloud hosted services, by assisting the state agency with completing a Privacy Threshold Analysis (PTA) documenting the data classification and the data fields hosted within the cloud, offsite, or Vendor-hosted environment. The Vendor shall review a Privacy Threshold Analysis (PTA) with the NC DHHS Privacy and Security Office annually and assist with updating the PTA when changes to the data being hosted occur.

NC DHHS Privacy & Security Office may perform periodic independent security assessments of Vendor hosted applications on the public/private/hybrid cloud or On-Prem data centers. The Vendor must provide access to their applications' hosting environment and their key resources to DHHS designated resources and DHHS engaged vendors to perform a privacy & security risk assessment that includes vulnerability analysis, penetration testing, and risk analysis based on the latest NIST 800-53, Federal, State and DHHS requirements.

### 5. **OVERSIGHT**

- a) **RECORD RETENTION:** Records shall not be destroyed, purged, or disposed of without the express written consent of the DHHS Division or Office. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if

applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs is a minimum of ten years. The record retention period for the Health Insurance Portability and Accountability Act (HIPAA) is six years. For the Internal Revenue Service (IRS) and the Social Security Administration (SSA), the record retention period is seven years.

**6. FLOW-DOWN**

In addition to the subcontracting requirements in Paragraph 4) of the NCDIT Terms and Conditions, Attachment B, Section: (1) if a sub-vendor is used in the performance of this contract, written approval of the NC DHHS PSO (Privacy and Security Office) is also required; and (2) Vendor must include, without modification all the security and privacy terms and conditions in this Attachment C, Department of Health and Human Services Terms and Conditions in each sub-contract.

## **ATTACHMENT B: DEFINITIONS**

- 1) **24x7:** A statement of availability of systems, communications, and/or supporting resources every hour (24) of each day (7 days weekly) throughout every year for periods specified herein. Where reasonable downtime is accepted, it will be stated herein. Otherwise, 24x7 implies NO loss of availability of systems, communications, and/or supporting resources.
- 2) **Applicant/Candidate:** Refers to an individual applying for and taking the nurse aide I and/or medication aide exams.
- 3) **Approved Training Waiver:** Waiver granted by the State when specific circumstances allow some Applicants to take the Nurse Aide I exam without additional training.
- 4) **Business Day:** Monday through Friday, 8:00 a.m. to 5:00 p.m. ET, with the exception of State of North Carolina holidays established by the Office of State Human Resources.
- 5) **Board of Nursing:** Authority for all licensed nurses in North Carolina.
- 6) **Change:** The process of modifying the Solution(s) and/or a component of the Solution(s). The definition of the term Change shall not be based on the time and/or size of the effort required to provide such services.
- 7) **Client Project Manager:** Vendor Key Personnel resource who has the overall responsibility for the successful administration of the Vendor's testing examination process.
- 8) **Contract Year:** The one-year period from the Contract execution date to the same month and day in the following year and each one-year period thereafter.
- 9) **Cybersecurity Incident (N.C.G.S. § 143B-1320):** An occurrence that:
  - a. Actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or
  - b. Constitutes a violation or imminent threat of violation of law, security policies, privacy policies, security procedures, or acceptable use policies.
- 10) **Deliverables:** Deliverables, as used herein, shall comprise all Hardware, Vendor Services, professional Services, Software and provided modifications to any Software, and incidental materials, including any goods, Software or Services access license, data, reports and documentation provided or created during the performance or provision of Services hereunder. Deliverables include "Work Product" and means any expression of Licensor's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information; but not source and object code or software.
- 11) **DHHS:** Department of Health and Human Services, an agency within the State of North Carolina.
- 12) **Division:** Division of Health Service Regulation, a division within DHHS.
- 13) **Fiscal Year:** July 1st of one calendar year to June 30th of the following calendar year.
- 14) **Goods:** Includes tangibles and intangibles such as computer software; provided, however that this definition does not modify the definition of "goods" in the context of N.C.G.S. §25-2-105 (UCC definition of goods).
- 15) **Inter-rater reliability:** Degree of agreement among raters. It gives a score of how much homogeneity or consensus there is in the ratings given by an evaluator. Different statistics are appropriate for different types of measurement.
- 16) **Intra-rater reliability:** Degree of agreement among repeated administrations of a diagnostic test performed by a single evaluator.
- 17) **Instructor:** An instructor is a person who helps students to acquire knowledge and competence.

- 18) Key Personnel:** The Vendor's personnel who will perform the following roles and are critical to the successful delivery of the Vendor's testing examination services: Client Project Manager, Nurse Evaluator, Operations and Quality Manager, and Test Administrator.
- 19) Legacy Data:** The confidential data that is currently being hosted by the incumbent vendor that will be converted/migrated to the new awarded Vendor's environment.
- 20) Medication Aide – Adult Care:** To work in an Adult Care Home setting as a medication aide, Candidates must pass the state medication aide examination administered by the State's awarded Vendor and be listed on the North Carolina Medication Aide Registry for Adult Care Homes.
- 21) Medication Aide – Long Term Care:** To work in a Long-Term Care setting as a medication aide, Candidates must pass the Board of Nursing medication aide examination administered by the State's awarded Vendor and be listed on both the North Carolina Medication Aide Registry for Nursing Homes and the North Carolina Nurse Aide I Registry.
- 22) Medication Aide Registry for Adult Care Homes:** List of all individuals who successfully passed the state Medication Aide – Adult Care examination requirements.
- 23) Medication Aide Registry for Nursing Homes:** List of all individuals who successfully passed the state Medication Aide – Long Term Care examination requirements.
- 24) NCDIT or DIT:** The NC Department of Information Technology.
- 25) Nurse Aide I Registry:** List of all individuals who successfully passed both components of the state Nurse Aide I examination requirements.
- 26) Nurse Evaluator:** Vendor Key Personnel resource who administers the skills-based practical evaluation (demonstration) component of the Nurse Aide I examination to Nurse Aide I Candidates, evaluating whether the Candidates have satisfied the necessary requirements to pass the skills-based practical evaluation (demonstration) component of the Nurse Aide I examination.
- 27) Open Market Contract:** A contract for the purchase of goods or Services not covered by a term, technical, or convenience contract.
- 28) Operations and Maintenance:** The process of supporting the Solution(s) and/or component after delivery to correct problems or Defects and maintain performance. The definition of Operations and Maintenance shall not be based on the time and/or size of the effort required to provide such services. For the purposes of this RFP and Contract, Operations and Maintenance shall also include implementation of Changes that are required by federal or state statutes, regulations and/or rule changes and reporting requirements.
- 29) Operations and Quality Manager:** Vendor Key Personnel resource who ensures policies, practices and procedures are documented and adhered to and operational goals are met, and oversees strategic initiatives to meet the State's demands and comply with the terms of the Contract.
- 30) PSO:** Privacy and Security Office, an office within the DHHS Information Technology Division.
- 31) Qualified Candidate:** An individual who meets the State's criteria to become a nurse aide I or medication aide in North Carolina.
- 32) Reasonable, Necessary or Proper:** as used herein shall be interpreted solely by the State of North Carolina.
- 33) Request for Proposal (RFP):** The RFP is a formal, written solicitation document typically used for seeking competition and obtaining offers for more complex services or a combination of goods and services. The RFP is used when the value is over \$10,000. This document contains specifications of the RFP, instructions to bidders and the standard IT Terms and Conditions for Goods and Related Services. User should add Supplemental Terms and Conditions for Software and Services, when applicable.

- 34) RN: Registered Nurse**
- 35) RPO: Recovery Point Objective.** The maximum targeted period in which data might be lost from an IT service due to an Unplanned Event. It is calculated backwards from the time of occurrence of an Unplanned Event.
- 36) RTO: Recovery Time Objective.** The RTO is the targeted duration of time and a service level within which business process must be restored after an Unplanned Event in order to avoid unacceptable consequences associated with a break in business continuity.
- 37) Security Breach:** As defined in N.C.G.S. §75-61.
- 38) Significant Security Incident (GS 143B-1320):** A cybersecurity incident that is likely to result in demonstrable harm to the State's security interests, economy, critical infrastructure, or to the public confidence, civil liberties, or public health and safety of the residents of North Carolina. A significant cybersecurity incident is determined by the following factors:
- a. Incidents that meet thresholds identified by the Department jointly with the Department of Public Safety that involve information:
    - i. That is not releasable to the public and that is restricted or highly restricted according to Statewide Data Classification and Handling Policy; or
    - ii. That involves the exfiltration, modification, deletion, or unauthorized access, or lack of availability to information or systems within certain parameters to include (i) a specific threshold of number of records or users affected as defined in G.S. 75-65 or (ii) any additional data types with required security controls.
  - b. Incidents that involve information that is not recoverable or cannot be recovered within defined time lines required to meet operational commitments defined jointly by the State agency and the Department or can be recovered only through additional measures and has a high or medium functional impact to the mission of an agency.
- 39) Solution(s):** For the purposes of this RFP, the term Solution(s) shall be used to refer to the solution(s) provided by the Vendor during the term of the Contract to facilitate the testing examination and administration services outlined in this RFP.
- 40) Sponsor:** An individual or organization that pays some or all of the costs of an examination.
- 41) State:** Is the State of North Carolina, and its Agencies, including DHHS.
- 42) Training Program:** A Training Program approved by the State of North Carolina that meets the minimum state and federal requirements.
- 43) TASD:** Technical Architecture System Design. The TASD is a document used to outline the Vendor's infrastructure platforms and options under which the Vendor's product operates
- 44) Term Contract:** A contract in which a source of supply is established for a specified period of time for specified services or supplies; usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price
- 45) Test Administrator:** Vendor Key Personnel resource who oversees Candidates while they are working on a test and ensures Candidates do not cheat, explains examination procedures, ensures the integrity of the examination process, and verifies the photo IDs of all Candidates being tested.
- 46) Unplanned Event:** Events resulting in data loss or corruption due to the following, without limitation: human errors, such as accidental deletion of data by a user; incorrectly Configured service or a software bug; hardware failure, such as disk failure, or power outage; natural disasters, such as earthquake, tornado, and fire; viruses, worms and other security incidents or breaches; theft or sabotage, and any other Vendor unplanned event, that affects System operations or data.

**47) Vendor:** Company, firm, corporation, partnership, individual, etc., submitting an offer in response to a solicitation.

## **ATTACHMENT C: REFERENCES**

The Vendor shall provide **three (3)** references of customers utilizing the proposed solution fully implemented in a setting similar to this solicitation's scope of work. References within like North Carolina communities / industries are encouraged.

The Vendor should have implemented the respective proposed service within the last **three (3)** years. Customer references whose business processes and data needs are similar to those performed by the Agency needing this solution in terms of functionality, complexity, and transaction volume are encouraged.

For each reference, the Vendor shall provide the following information:

- a. Customer name.
- b. Customer address.
- c. Current telephone number of a customer employee most familiar with the offered solution implementation.
- d. Customer email address
- e. Time period over which each offered solution implementation was completed.
- f. Brief summary of the offered solution implementation.
- g. List of offered solution products installed and operational.
- h. Number of vendor or technical staff supporting, maintaining and managing the offered solution
- i. Number of end users supported by the offered solution.
- j. Number of sites supported by the offered solution.

## ATTACHMENT D: REQUIRED DATA

Notes: Both the nurse aide and medication aide files are flat ASCII files. Each field is fixed-length, separated by commas. Example:

111223333,1234567890, DOE ,JOHN , etc.

“Placeholder” fields are established fields in our Nurse Aide Registry data system that need to remain in the file, but the data included in these fields could be left blank. The NC Nurse Aide I & II Registries are registries of all people who meet the state and federal training and testing requirements to perform Nurse Aide I and/or Nurse Aide II tasks. It also has information about substantiated findings of resident abuse, neglect, or misappropriation of resident property in a nursing home.

### NURSE AIDE I FILE FORMAT

Fields	Length
Social Security Number	9
Alternate Id Number	10
Last Name	20
First Name	20
Middle Name	16
Maiden Name	16
Mother's Maiden Name	16
Address Line 1	30
City	20
State	2
Zip Code	5
Date of Birth	8
Gender	1
Home Telephone	10
Work Telephone	10
Employment Type Code	1
School Code	6
School Completion Date	8
State Trained if not NC	2
Placeholder1	2
Placeholder2	2
Written Exam Date	8
Written Raw Score	2
Placeholder3	2
Practical Exam Date	8
Practical Raw Score	1
Date Eligible for Certification	8
Expired NCNA I Certification	1
Eligibility Route	2
Nurse Aide Email Address	42

**Employment Type Codes:**

- A = Adult/Family Care Home
- B = Hospital
- C = Home Health/Home Care
- D = Hospice
- E = ICF/IID
- F = Mental Health
- G = Private Nursing Home
- H = Other
- I = Not Employed in Health Care
- J = Medicare/Medicaid Nursing Home

**MEDICATION AIDE FILE FORMAT**

Fields	Length
Social Security Number	9
Alternate Id Number	10
Last Name	20
First Name	20
Middle Name	16
Maiden Name	16
Mother's Maiden Name	16
Address Line 1	30
City	20
State	2
Zip Code	5
Date of Birth	8
Gender	1
Home Telephone	10
Work Telephone	10
Employment Type Code	1
Instructor	5
Training Completion Date	8
Test Date	8
Score	3
Nurse Aide Indicator	1
Medication Aide Email Address	42

**Employment Type Codes:**

- A = Adult/Family Care Home
- F = Mental Health
- G = Private Nursing Home
- H = Other
- I = Not Employed in Health Care
- K = Medicare/Medicaid Nursing Home Hospital
- L = Medicare/Medicaid Nursing Home No Hospital