

Vendors must have an active, approved master contract under the SITE program and be approved in the category or categories listed in the RFO document in order to respond to and RFO. Vendor is responsible for reading all addenda associated with the RFO.

IT Professional Technical Services

SITE Program

T#:14ATM

Request for Offers (RFO)

For Technology Services

Issued By

MN.IT Services @ Minnesota Department of Human Services

Project Title: FileNet 5.2.x Upgrade and Commerce Migration

Categories: Architecture, Analyst, Program/Project Management

Vendor must be approved in all categories

Business Need:

The IBM FileNet P8 environment at DHS is running on version 5.1 on Solaris hardware, and needs to be upgraded to version 5.2.x on Linux hardware. The move to 5.2.x incorporates a rather major technical change, which involves combining the Content and Process engines into one engine / database. We are looking for technical assistance and expertise in order to make this change successfully and efficiently. Once the upgrade is complete, FileNet P8 content currently stored in a 4.5 environment needs to be migrated over to this environment. As a part of that migration, existing systems and connections residing at Department of Commerce will need to be configured to connect with the new FileNet 5.2.x environment.

A team of four (4) FileNet administrators at DHS would be involved in this project work – working with the contractor(s) assisting with the execution of the upgrade and/or observing and monitoring the work.

A possible extension to this contract would include technical assistance with the planning, processes and build of P8 enhancements and workflow for Department of Commerce/Boards/PUCC.

Project Deliverables

In this project the vendor will provide services for upgrading existing P8 5.1 production environments to P8 5.2.x, and assisting with moving the environment to new hardware. Services will be performed in the following environments:

- a. Production Environment (Localized HA or Cluster)

Project management will be provided by the vendor to coordinate and provide controls for the work, procedures, timelines, reporting and output. The vendor project manager will keep the team at MN.IT Services @ DHS updated with regard to the progress of the work.

- Ensure delivery of status reports

- Ensure delivery of procedural documentation.
- Deliver documented tasks for the work.
- Evaluate progress and identify issues. Ensure issues are addressed and resolved, working with project manager on MN.IT @ DHS side.
- Coordinate and monitor progress of the work.
- Manage change control along with MN.IT @ DHS project manager.

Production Environment Upgrade

- Install and Configure two (2) IBM Content Platform Engine
- Install and Configure two (2) IBM Content Search Services
- Install and Configure two (2) IBM Content Navigator and CMIS
- Install and Configure two (2) IBM WorkplaceXT to the latest fixpack
- Install and Configure two (2) IBM Case Analyzer
- Execute migration utilities on target P8 5.2 CPE to upgrade Content Engine (CE) 5.1 and Process Engine (PE) 5.1 metadata and existing workflows over to target P8 5.2 CPE
- Deliver System Configuration Document

Content migration - Department of Commerce/PUC, Office of Higher Ed, Admin, DNR

Migrate the Department of Commerce, the Public Utilities Commission, the Board of Accountancy and the Boards of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience and Interior Design from FileNet 4.1 hosted at MNIT Central to FileNet 5.2 hosted at DHS. The current environment consists of approximately 1.6 million documents and 1.2 terabytes of data.

Migrate Office of Higher Ed from FileNet 4.1 hosted at MNIT Central to FileNet 5.2 hosted at DHS. The current environment consists of approximately 19,000 documents, 50 GB.

Migrate Admin from FileNet 4.1 hosted at MNIT Central to FileNet 5.2 hosted at DHS. The current environment consists of approximately 220,000 documents, 12 GB.

Migrate DNR from FileNet 4.1 hosted at MNIT Central to FileNet 5.2 hosted at DHS. The current environment consists of approximately 330,000 documents, 46 GB.

Work includes, but is not limited to, the following tasks:

- Provide plans and processes for migrating Commerce content from P8 4.5 hosted at MN.IT Central to DHS P8 5.2.1 environment.
 - Migration will occur twice - performed in Dev (non-Prod) then repeat approved process in Prod
 - Migrate the FileNet development, test, and production environments
 - Migration will include mapping of content from 11 Object Stores to new single Object Store model
 - Migration will include mapping of old security groups with new security groups
 - Assist with migrating Kofax connector
 - Allow for incorporation of existing customizations using EJB connectors.
 - Assist with Data Cleanup
 - Recreate work templates in new version of FileNet ICN
 - Migrate FileNet API calls in Java applications

- Assist with migration of Office of Higher Ed, DNR and Admin content (single object store for each, production only, no custom interfaces or APIs)
- Assist with incorporation of multiple Active Directories for authentication
- Implement FileNet ICN
- Create a test plan and assist in testing
- Documentation
- Knowledge transfer

Department of Commerce P8 Enhancements (possible contract extension phase)

- Assist with enhancements and workflow additions for Commerce/Boards/PUC to accommodate additional business requirements and optimize use of the new environment.

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Estimated Project Milestones and Schedule

- Project Start Date: April 1, 2016
- Key deliverable dates:
 - Prod env upgraded: April 30, 2016
 - Commerce migration August 30, 2016
- End Date September 30, 2016

Project Environment

Vendor resources will work with the MN.IT @ DHS FileNet administrators/engineers and architect, as well as MN.IT @ Commerce FileNet administrators. MN.IT @ DHS WebSphere support staff will also be involved in this work. These MN.IT resources will be involved with testing the new environments and assisting with the upgrade and migration. Work will be monitored and approved by the MN.IT Services Enterprise COTS Applications Supervisor and/or the Application Support Director.

The work can be performed remotely, as long as the necessary task(s) to complete these upgrades and migrations are completed in collaboration with MN.IT FileNet and WebSphere administrators. Work on the production system will be done at an agreed upon time that does not affect the DHS business use of the FileNet systems. (Monday-Friday, 8:00 am – 5:00 pm).

Project Requirements

FileNet systems used by the Minnesota Department of Human Services will be upgraded and content will be migrated from 4.1 environment to this new environment. MN.IT Services staff at DHS will be executing the installations, configuration and migration. Vendor will be providing instructions, guidance and assistance in this process.

Responsibilities Expected of the Selected Vendor

Provide services to install and configure the latest version of the P8 software components on new virtual servers at the State of Minnesota datacenter. Upgrade any metadata/workflows from the earlier releases of the software components to the new target servers. Provide services and tools to migrate content from P8 4.1 environment to newly upgraded environment.

Deliver the upgrade and migration based on sound methodologies, disciplined project management, continuous monitoring of issues and risks. Work closely with DHS technical staff and stakeholders.

- 1 – Review prerequisites for installation of new software components.
- 2 – Provide instructions and guidance to allow MN.IT @ DHS staff to install and configure new software on the target server environment.
- 3 – Provide instructions and oversight to perform steps to upgrade existing 5.1 data to the target version.

Schedule management – Monitor progress against the project schedule and report performance on a regular basis to MN.IT @ DHS project manager.

Risk and issues management – Identify risks and issues and work with MN.IT @ DHS project team to mitigate and resolve issues. Manage the project work to ensure that quality, project schedule and budget expectations are met. Communicate any project risks and issues to DHS/MN.IT project manager and work with DHS/MN.IT to determine a mutually agreeable course of action.

Resource management – Vendor is responsible for resource planning and ensuring availability of resources required to properly perform the work. Additional resources may be added or subtracted as needed to complete the work according to the schedule.

Change control – Vendor project manager will institute a system to document, manage and control change within the project, including, but not limited to requirements (scope), the schedule, timelines for milestones, and information requests. The impact of any proposed changes will be analyzed, evaluated, and reported for decision-making purposes.

Communication – Vendor project manager will prepare regular project status reports that will encapsulate schedule progress, risks and issues, open items dealing with change control, decision making, and escalation.

Acceptance and sign-off – The vendor and State of Minnesota will mutually agree upon applicable acceptance criteria for the appropriate deliverables.

Security Processes - All project documentation, State of Minnesota information and records management will be carried out in accordance with State of Minnesota prescribed processes and procedures, including State of Minnesota confidentiality agreements that may be signed by staff and compliance with the Minnesota Government Data Practices Act, Minnesota Statutes, ch. 13 and HIPAA. State of Minnesota security requirements will be followed at all times. Security scans, vulnerability checks and remediation shall be completed (pre-production where possible) for all involved systems.

Quality assurance - Quality will be planned from the onset of the project and monitored to project completion. Quality activities include: activity forecasting and checkpoints at key milestones, review of objective evidence, and independent consultation with project oversight members and project participants.

Required Skills (To be initially scored as pass/fail. Thereafter, proposals that meet the minimum Required Skills will be scored based in part on the extent to which the proposal exceeds the minimums. See RFO Evaluation Process, below.)

Required minimum qualifications:

- All resource(s) that the vendor provides must have a minimum of 10 years of experience with FileNet P8 software.
- At least one resource that the vendor provides for the upgrade portion of the project must have a minimum of 5 engagements upgrading from version 5.1 to version 5.2.x.
- At least one resource that the vendor provides for the migration portion of the project must have a minimum of 5 engagements migrating content from version 4.5 to version 5.2.x.

Desired Skills

- Architect certified in FileNet P8 5.2.1 Installation and Configuration
- Analyst certified in FileNet P8 5.2.1 Installation and Configuration

Process Schedule

Deadline for Questions	3/14/2016, 4:30 pm CT
Anticipated Posted Response to Questions	3/16/2016
Proposals due	3/18/2016, 4:30 pm CT
Anticipated proposal evaluation begins	3/21/2016
Anticipated proposal evaluation & decision	3/28/2016

Questions

Any questions regarding this Request for Offers should be submitted via e-mail to both of these individuals according to the date and time listed in the process schedule:

Laura Michelson, MN.IT Services @ DHS, laura.michelson@state.mn.us

Robin Wegener, MN.IT Central, robin.wegener@state.mn.us

Questions and answers will be posted via an addendum to the RFO on the Office of MN.IT Services website (<http://mn.gov/buyit/14atm/rfo/active.html>) according to the process schedule above.

Other persons ARE NOT authorized to discuss this RFO or its requirements with anyone throughout the selection process and responders should not rely on information obtained from non-authorized individuals. If it is discovered a Responder contacted other State staff other than the individual above, the responder's proposal may be removed from further consideration.

RFO Evaluation Process

- Company's overall experience working with FileNet products (15%)
- Company's proven experience with performing FileNet P8 5.1 to 5.2.x upgrades (15%)
- Company's proven experience with migrating content from version 4.5 to version 5.2.x. (20%)
- Certification in FileNet P8 5.2.1 Installation and Configuration (10%)
- Work Plan (10%)
- Cost (30%)

The State reserves the right to interview a short-list of responders who have received the highest scores. In the event interviews are conducted, technical scores may be adjusted based on additional information derived during the interview process.

The State also reserves the right to contact references and to adjust technical scores based on additional information derived from the reference checks.

This Request for Offers does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The State reserves the right to reject any and all proposals.

Submission Format

The proposal should be assembled as follows:

1. Cover Page

Vendor Name

Vendor Address

Vendor City, State, Zip

Contact Name for Vendor

Contact's direct phone/cell phone (if applicable)

Contact's email

2. Overall Experience:

1. Provide an overview with specific details of your company's experience working with FileNet products, upgrades, and migrations.
2. Provide narrative, including companies and contacts where your company/resource(s) have demonstrated the Required Skills as previously noted. If pass/fail requirements are not met, the State will discontinue further scoring of the proposal. Proposals that meet the minimum Required Skills will be scored based in part on the extent to which the proposal exceeds the minimums.

3. Points will also be awarded based on the Desired Skills noted above. Provide one paragraph which highlights the company/resource(s) Desired Skills noted above.
 4. Also include the name of three (3) references who can speak to the company/resource(s) work on a similar project. Include the company name and address, reference name, reference email, reference phone number and a brief description of the project the company/resource(s) completed.
3. **Work Plan:** Include detailed plan for the work that will be completed.
 4. **Cost Proposal (MUST BE SUBMITTED AS A SEPARATE DOCUMENT FROM THE OTHER COMPONENTS OF THE PROPOSAL, AND NOT INCLUDED IN ANY OTHER PLACE IN THE SUBMISSION):** Include estimated number of hours and rate per hour broken down by resource(s) and their respective categories who will be assigned to complete this work. Responder must also provide a bottom-line, all-inclusive "TOTAL PROJECT COST" for completion of all initial contract deliverables (do not include the cost for work on any potential contract extensions).
 5. **Conflict of interest statement as it relates to this project**
 6. **Additional Statement and forms: required forms to be returned or additional provisions that must be included in proposal**
 1. Affirmative Action Certificate of Compliance (if over \$100,000, including extension options) <http://www.mmd.admin.state.mn.us/doc/affaction.doc>
 2. Equal Pay Certificate Form (if proposals exceeds \$500,000, including extension options) <http://www.mmd.admin.state.mn.us/doc/equalpaycertificate.doc>
 3. Affidavit of non-collusion <http://www.mmd.admin.state.mn.us/doc/noncollusion-2.doc>
 4. Certification Regarding Lobbying (if over \$100,000, including extension options) <http://www.mmd.admin.state.mn.us/doc/lobbying.doc>

The STATE reserves the right to determine if further information is needed to better understand the information presented. This may include a request for a presentation.

Proposal Submission Instructions

- **Vendor is limited to submission of 1 proposal in response to the Request for Offers.**
- Response Information:
 - Send all responses via email to Robin Wegener at robin.wegener@state.mn.us
 - Label emails with subject 'FileNet 5.2.x Upgrade and Commerce Migration proposal'
- Submissions are due according to the process schedule previously listed.
- **A copy of the response must also be sent to MNIT.SITE@state.mn.us for vendor performance tracking.**
- **You must submit an email with your response or email notification that you will not respond to MNIT.SITE@state.mn.us. Failure to do either of these tasks will count against your program activity and may result in removal from the program.**

General Requirements

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Liability and Limitation of Damages

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including reasonable attorney's fees incurred by the State for damages directly and proximately caused by the negligence of the Contractor while engaged in the performance of services under this contract. As a condition to the foregoing indemnity obligations, the State shall provide the Contractor with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the Contractor in connection with any such claim. In accordance with Minnesota Statutes, Section 8.06, the State's Attorney General's Office must provide consent and approval with respect to Contractor's ability and right to control the handling of any such claim and to defend or settle any such claim with counsel of its own choosing.

The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of **\$450,000**.

In no event shall Contractor, its principals, members, or employees be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs.)

Disposition of Responses

All materials submitted in response to this RFO will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this RFO that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFO, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

IT Accessibility Standards

All user interfaces, documents, training and other work products delivered by the vendor must be accessible in order to conform to the State Accessibility Standard. Information about the Standard can be found at: <http://mn.gov/mnit/programs/policies/accessibility/>.

Veteran-Owned Preference

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. § 16C.16, subd. 6a, the Commissioner of Administration will award a 6% preference in the amount bid on state procurement to certified small businesses that are majority owned and operated by veterans.

A small business qualifies for the veteran-owned preference when it meets one of the following requirements. 1) The business has been certified by the Department of Administration/Materials Management Division as being a veteran-owned or service-disabled veteran-owned small business. 2) The principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation). See Minn. Stat. § 16C.19(d).

Statutory requirements and certification must be met by the solicitation response due date and time to be awarded the preference.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

Work Force Certification

For all contracts estimated to be in excess of \$100,000, responders are required to complete the Affirmative Action Certificate of Compliance and return it with the response. As required by Minnesota Rules, part 5000.3600, "It is hereby agreed between the parties that Minnesota Statute § 363A.36 and Minnesota Rules, parts 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statutes § 363A.36 and Minnesota Rules, parts 5000.3400 - 5000.3600 are available upon request from the contracting agency."

Equal Pay Certification

If the Response to this solicitation could be in excess of \$500,000, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

Information Privacy and Security.

In performing services that result from this Request for Offers, the selected vendor may have access to not public data or personally identifiable health information. As a result, the CONTRACTOR and STATE must comply with the Minnesota Government Data Practices Act, Minn. Stat., ch. 13, and the Health Insurance Portability Accountability Act ["HIPAA"], 45 C.F.R. § 164.103, et seq., as it applies to all not public data or personally identifiable health information provided by the STATE under a resulting work order, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. ch. 13, by either the CONTRACTOR or the STATE. Additionally, the remedies of HIPAA apply to the release of data governed by that Act.

If the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify and consult with the STATE's Authorized Representative as to how the CONTRACTOR should respond to the request. The CONTRACTOR's response to the request shall comply with applicable law.

A. Information Covered by this Provision. In carrying out its duties, CONTRACTOR may be handling one or more types of private information, collectively referred to as "protected information," concerning individual clients of STATE programs or services. "Protected information," for purposes of this contract, includes any or all of the following:

- (a) Private data (as defined in Minn. Stat. §13.02, subd. 12), confidential data (as defined in Minn. Stat. §13.02, subd. 3), welfare data (as governed by Minn. Stat. §13.46), medical data (as governed by Minn. Stat. §13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
- (b) Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §144.291 - 144.298]);
- (c) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 C.F.R. § 2.1 to §2.67);
- (d) Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ["HIPAA"], 45 C.F.R. § 160.103);
- (e) Federal tax information ("FTI") (as protected by 26 U.S.C. 6103), and
- (f) Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

B. General Oversight Responsibilities. CONTRACTOR shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of STATE. This responsibility includes:

(a) Training: Ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed in A above and

(b) Minimum necessary access to information. CONTRACTOR shall comply with the “minimum necessary” access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by CONTRACTOR shall be limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” See, *respectively*, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stat § 13.05 subd. 3.

(c) Information Requests. Unless provided for otherwise in this contract, if CONTRACTOR receives a request to release protected information, CONTRACTOR must immediately notify STATE. STATE shall provide CONTRACTOR instructions or direction concerning the release of the data to the requesting party before the data is released. See paragraph C(e) below regarding requests from individuals for their own data.

C. Additional Duties to Ensure Proper Handling of Protected Information. The CONTRACTOR shall:

(a) Not use or disclose protected health information other than as permitted or required by this contract or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this contract;

(c) As required at 45 C.F.R. §164.410, report to STATE any use or disclosure of protected health information that is not provided for by the contract of which CONTRACTOR becomes aware, including any breach of unsecured protected health information or any other “privacy” or “security incident” as described below. Upon direction from STATE, CONTRACTOR must also attempt to mitigate harmful effects resulting from the disclosure.

(i) For purposes of this contract, “Security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Security incident shall not include pings and other broadcast attacks on CONTRACTOR’s firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above; so long as such incidents do not result in unauthorized access, use or disclosure of STATE’s information. “Privacy incident” means violation of the MGDPA and/or the HIPAA Privacy Rule (45 CFR Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.

(ii) The report to the STATE must be in writing and must be sent to STATE not more than seven (7) days after learning of such non-permitted use or disclosure. The report must, at a minimum: 1) Identify the nature of the non-permitted use or disclosure; 2) Identify the PHI used or disclosed; 3) Identify who made the non-permitted use or disclosure, and who received the non-permitted or violating disclosure, if known; 4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; 5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and 6) Provide such other information, including any written documentation, as STATE may reasonably request.

(iii) CONTRACTOR will provide notice required by 45 C.F.R. §§ 164.404 through 164.408 to affected individuals, news media, and/or the Office of Civil Rights, Department of Health and Human Services, only upon direction from and in coordination with the STATE.

(d) In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree in writing to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Within ten (10) business days of a request from an individual or their designee, make available protected health information in a designated record set, consistent with Minn. Stat. § 13.04, subd. 3, and 45 C.F.R. § 164.524;

(f) Within ten (10) business days, forward any request to make any amendment(s) to protected health information in a designated record set to STATE in order for the STATE to satisfy STATE's obligations under Minn. Stat. § 13.04, subd. 3 and 45 C.F.R. §164.526;

(g) Maintain and make available no later than fifteen (15) days after receipt of request from the STATE, the information required to provide an accounting of disclosures to the STATE as necessary to satisfy the STATE's obligations under 45 C.F.R. §164.528, or upon request from STATE respond directly to individual's request for an accounting of disclosures;

(h) To the extent the business associate is to carry out one or more of the STATE's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the STATE in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

(j) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by STATE.

D. STATE's Duties. STATE shall:

(a) Only release information which it is authorized by law or regulation to share with CONTRACTOR.

(b) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with CONTRACTOR.

(c) Notify CONTRACTOR of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect CONTRACTOR'S use or permitted disclosure of protected information.

(d) Not request CONTRACTOR to use or disclose protected information in any manner that would not be permitted under law if done by STATE.

E. Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Contract Termination. Upon completion, expiration, or termination of this contract, CONTRACTOR shall return to STATE or destroy all protected information received or created on behalf of STATE for purposes associated with this contract. CONTRACTOR shall return the protected information to the STATE's Authorized Representative or provide the state with written certification of destruction of the protected information. CONTRACTOR shall retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if CONTRACTOR is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this contract, CONTRACTOR shall extend the protections of this contract to the protected information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as CONTRACTOR maintains the information.

F. Sanctions. In addition to acknowledging and accepting the general terms set forth in this contract relating to indemnification, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions (including but limited to civil and criminal penalties) by, among other agencies, the U.S. Department of Health and Human Services, Office for Civil Rights; the federal Internal Revenue Service (IRS); the Centers for Medicare & Medicaid Services (CMS); and the Office of the Attorney General for the State Minnesota.

G. Miscellaneous

(a) DHS Information Security Policy. Additional information regarding the handling and, as appropriate, destruction (upon expiration or termination of a contract or agreement) of protected information obtained from DHS is available at <https://edocs.dhs.state.mn.us/lfservlet/Public/DHS-4683-ENG>.

(b) Effect of statutory amendments or rule changes. The Parties agree to take such action as is necessary to amend this contract from time to time as is necessary for compliance with the requirements of the laws listed in paragraph A of this clause or in any other applicable law. However, any requirement in this contract or in the DHS Information Security Policy that is based upon HIPAA Rules or upon other federal or state information privacy or security laws means the requirement as it is *currently* in effect, including any applicable amendment(s), regardless of whether the contract has been amended to reflect the amendments(s).

(c) Interpretation. Any ambiguity in this contract shall be interpreted to permit compliance with the laws listed in paragraph A of this clause or in any other applicable law.

(d) Survival. The obligations of CONTRACTOR under this clause shall survive the termination of this contract.

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End of the Request for Offer