

**BUSINESS ASSOCIATE AGREEMENT
BETWEEN EMPLOYEES RETIREMENT SYSTEM OF TEXAS
AND ACCESS SCIENCES CORPORATION**

This Business Associate Agreement (“Agreement”) is effective upon execution by and between the Employees Retirement System of Texas (hereinafter “Health Plan” or “Covered Entity”) and **Access Sciences Corporation** (hereinafter “Business Associate”). Health Plan and Business Associate may be individually referred to as a “Party” and collectively as the “Parties.”

PREAMBLE

WHEREAS, the requirements of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”), as incorporated in the American Recovery and Reinvestment Act of 2009, and the implementing regulations issued and amended by the U.S. Department of Health and Human Services Secretary (“Secretary”) (45 CFR Parts 160 and 164, known as the “Privacy and Security Rules,” require the parties to reach agreements regarding the privacy, security and breach notification requirements related to ‘*protected health information*,’ as clarified by the Genetic Information Nondiscrimination Act of 2008 (“GINA”), Public Law 110-233 and applicable regulations (PHI) (these requirements are hereinafter collectively referred to as “HIPAA”)); and

WHEREAS, Health Plan is a ‘*Covered entity*’ under HIPAA in that it is a covered group health plan, and as a covered entity must ensure the privacy and security of all PHI which its Business Associate ‘*uses*’ or ‘*discloses*;’ and

WHEREAS, Health Plan and Business Associate have entered into an agreement pursuant to ERS’ Statement of Work for Records and Information Governance Assessment, ERS Purchase Orders, and under DIR Contract No. DIR-CPO-4930, including any renewals or replacements thereof, between the State of Texas, acting by and through the Department of Information Resources, and **Access Sciences Corporation** (collectively the “Contract”) under which Business Associate contracted to provide certain functions, activities, or services (collectively “Services”) to Health Plan, and in the continued performance of these Services may create, receive, use, disclose, or have access to PHI from or on behalf of Health Plan; and

WHEREAS, in performing Services for Health Plan, Business Associate is considered a ‘*Business Associate*’ as this term is defined in HIPAA; and

WHEREAS, the Parties agree that this Business Associate Agreement shall be attached to the Agreement as Exhibit B to incorporate therein for all purposes as if restated in full the terms of this Agreement; and

WHEREAS, HIPAA mandates that covered entities enter into agreements with their ‘*Business Associates*’ to ensure the continued privacy and security of PHI; and

WHEREAS, the Parties desire to comply with HIPAA; and

WHEREAS, this Agreement is intended to ensure that Business Associate will establish and implement appropriate safeguards (including certain administrative and security requirements) for the PHI the Business Associate may create, receive, use, disclose, or have access to in connection with Services by Business Associate to Health Plan.

NOW THEREFORE, in consideration of the Parties' continuing obligations under the Contract, in compliance with HIPAA, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the statutory obligations imposed upon them and to protect the interests of the Parties.

SECTION I. DEFINITIONS

The following capitalized terms are defined in 45 CFR Parts 160 and 164. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 CFR Parts 160 and 164. References herein to the Privacy and Security Rules, or a specific section thereof, shall mean the section as in effect or as amended.

- 1.1 '*Breach*' means the acquisition, access, use, or disclosure of PHI in a manner not permitted under 45 CFR §§ 164.500 et seq. (Subpart E) of this part which compromises the security or privacy of the protected health information. As set forth in 45 CFR 164.401(2), except as provided in 45 CFR 164.401(1), an acquisition, access, use or disclosure of protected health information in a manner not permitted under Subpart E is presumed to be a breach unless Health Plan or Business Associate demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors: (i) the nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification; (ii) the unauthorized person who used the PHI or to whom the disclosure was made; (iii) whether the PHI was actually acquired or viewed; and (iv) the extent to which the risk to the PHI has been mitigated. Further, a use or disclosure of protected health information that does not include the identifiers listed at 45 CFR § 164.514(e)(2), date of birth, and zip code does not compromise the security or privacy of the protected health information. '*Breach*' excludes unintentional, inadvertent and/or un-retainable breaches, as defined by 45 CFR 164.402(1).
- 1.2 '*Electronic Protected Health Information*' means PHI that is created, received, stored, maintained, processed and/or transmitted in an electronic format.
- 1.3 '*Health Information*' means any information, including '*genetic information*,' whether oral or recorded in any form or medium, that: (1) is created or received by a '*Health Care Provider*,' '*Health Plan*,' public health authority, employer, life insurer, school or university, or '*Health Care Clearinghouse*;' and (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.
- 1.4 '*Individually Identifiable Health Information*' means information that is a subset of '*Health Information*,' including demographic information collected from an individual, and: (1) is created or received by a '*Health Care Provider*,' '*Health Plan*,' employer, or '*Health Care Clearinghouse*;' and (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (a) that identifies

the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

- 1.5 *'Protected Health Information'* ("PHI") means Individually Identifiable Health Information: (1) except as provided in section (2) of this definition, that is (a) transmitted by electronic media; (b) maintained in any medium described in the definition of 'electronic media' found at 45 CFR § 160.103; or (c) transmitted or maintained in any other form or medium. (2) Protected Health Information excludes Individually Identifiable Health Information in (i) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 1232g; (ii) records described at 20 U.S.C. § 1232g(a)(4)(B)(iv); (iii) employment records held by a Covered Entity in its role as employer; and (iv) regarding a person who has been deceased for more than 50 years.
- 1.6 *'Subcontractor'* means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- 1.7 *'Workforce'* means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for Business Associate, is under the direct control of Business Associate, whether or not they are paid by Business Associate.
- 1.8 *'Unsecured PHI'* means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111–5 on the U.S. Department of Health and Human Services ("HHS") website.
- 1.9 For purpose of security requirements, 45 CFR Part 164 Subpart C: *'Availability'* means the property that data or information is accessible and useable upon demand by an authorized person. *'Confidentiality'* means the property that data or information is not made available or disclosed to unauthorized persons or processes. *'Integrity'* means the property that data or information have not been altered or destroyed in an unauthorized manner.

SECTION II. GENERAL TERMS

- 2.1 This Agreement shall remain in effect for a period coterminous with the Contract and any extensions, amendments and renewals thereof.
- 2.2 Except as otherwise might be defined herein, all terms first appearing in 'single' quotation marks and italicized shall have the same meaning set forth in HIPAA, including 45 CFR §§ 164.103, 164.105, 164.304, 164.501 and 164.502.
- 2.3 In the event of an inconsistency between the terms of this Agreement and the mandatory terms of HIPAA, the mandatory terms of HIPAA shall prevail. Where the terms of this Agreement are different from those included in HIPAA but the terms of HIPAA are permissive, the terms of this Agreement shall control.
- 2.4 The terms of HIPAA may be expressly amended from time to time by Legislation, HHS, or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the Parties. In such an event, the Parties will work together in good faith to determine the impact on the Parties' obligations and whether the specific event requires the need to amend this Business Associate Agreement. In any situation under the Business Associate Agreement where a question arises as to the applicability of state or federal law or

- regulations to the Health Plan, then Health Plan's interpretation of the applicability of such law or rule shall control.
- 2.5 The Parties agree to take such action as necessary to amend this Agreement from time to time as is necessary to comply with HIPAA, the Privacy and Security Rules and HITECH.
 - 2.6 Any ambiguity in this Agreement shall be resolved to permit compliance with HIPAA and HITECH.
 - 2.7 Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
 - 2.8 This Agreement does not create or confer any rights or remedies onto third parties.
 - 2.9 Modification of the terms of this Agreement shall not be effective or binding upon the Parties unless and until such modification is committed to writing and executed by the Parties hereto.
 - 2.10 This Agreement shall be binding upon the Parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.
 - 2.11 Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.
 - 2.12 To the extent not preempted by federal law, this Agreement and the rights and obligations of the Parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the state of Texas, including all matters of construction, validity and performance.
 - 2.13 All notices and communications required or permitted to be given hereunder shall be delivered by certified mail, first class postage prepaid or via first class mail, with a copy by email, to the individual(s) listed in Section VII. Notices, or at such other address as such Party shall from time to time designate in writing to the other Party, and shall be effective from the date of mailing. Either party may waive the requirement for a particular notice or communication to be delivered via certified mail or first class mail and instead accept it solely by email. Further, either party may change its notice information by sending written notice of such change to the other party in the manner set forth above, without any requirement to amend this Agreement.
 - 2.14 This Business Associate Agreement, including such portions as are incorporated by reference herein, constitutes the entire Business Associate Agreement by, between and among the Parties, and such Parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or Party, past or future, not expressly set forth in writing herein. In the event of a conflict between the Contract and this Business Associate Agreement, the provisions in this Business Associate Agreement shall prevail.
 - 2.15 These provisions shall survive termination of this Agreement: 4.7, 4.8, 4.9, 4.10, 4.14, 4.15, 4.16 and 4.18.

SECTION III. SPECIFIC PERMITTED AND REQUIRED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

3.1 Business Associate agrees to create, receive, 'use,' or 'disclose' PHI only in a manner that is consistent with this Agreement and HIPAA, or as permitted or required by law, and in connection with providing the Services to Health Plan identified in the Contract. Accordingly, in providing Services to or for Health Plan, Business Associate, for example, will be permitted under HIPAA to:

- (1) 'use' and 'disclose' PHI for 'treatment,' 'payment,' or 'health care operations.'
- (2) de-identify PHI and maintain such de-identified health information indefinitely; provided that all identifiers are destroyed or returned in accordance with this Agreement.
- (3) create a 'limited data set,' provided that Business Associate:
 - (a) does not 'use' or further 'disclose' PHI contained in the 'limited data set' except as necessary to provide the Services or as provided for in this Agreement or otherwise 'required by law;'
 - (b) uses appropriate Safeguards to prevent the 'use' or 'disclosure' of PHI contained in the 'limited data set' other than as provided for by this Agreement;
 - (c) reports to Health Plan any 'use' or 'disclosure' of PHI contained in the 'limited data set' of which Business Associate becomes aware that is not provided for by this Agreement;
 - (d) ensures that any agents or subcontractors to whom it provides access to the 'limited data set' agree to the same restrictions and conditions that apply to Business Associate under this Agreement; and
 - (e) does not re-identify PHI or contact the 'individuals' whose information is contained within the 'limited data set.'

3.2 Additionally, under HIPAA, Business Associate may 'use' or 'disclose' PHI received by the Business Associate in its capacity as a Business Associate to Health Plan to perform functions, activities, or services for, or on behalf of, Health Plan as specified in the Contract.

Further, Business Associate may 'use' or 'disclose' PHI if:

- (1) The use relates to: (a) the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate, or (b) data aggregation services relating to the health care operations of Health Plan.

For purposes of this Agreement, the following terms shall have the meanings identified:

- (i) 'data aggregation services' shall mean the combining of PHI by Business Associate with the PHI received by Business Associate in its capacity as a Business Associate of another covered entity, to permit data analyses that relate to the health care operations of Health Plan or another covered entity, and

- (ii) *'legal responsibilities'* of the Business Associate shall mean responsibilities imposed by law or regulation but (unless otherwise expressly permitted by Health Plan) shall not mean obligations Business Associate may have assumed pursuant to contracts, agreements, or understandings with entities other than Health Plan.
 - (2) The disclosure of information received in such capacity is for the proper management and administration of the Business Associate or to carry out its legal responsibilities and, when the law requires such disclosure, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and the person agrees to notify the Business Associate of any breaches of confidentiality. In this regard, *'required by law'* shall have the meaning set forth in HIPAA.
- 3.3 Business Associate may use and disclose PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502 (j)(i).

SECTION IV. OBLIGATIONS OF BUSINESS ASSOCIATE

- 4.1 To the extent such agreements are otherwise permitted under the Contract, Business Associate shall include in all agreements or contracts with its agents, contractors, subcontractors or vendors, if such agreements or contracts involve Business Associate's *'disclosure'* to or *'use'* by the agents, contractors, or subcontractors of PHI received in connection with Services, the same restrictions and conditions on the *'use'* and *'disclosure'* of PHI that are set forth in this Agreement; such agreement or contract shall comply with 45 CFR § 164.314.
- 4.2 Business Associate shall ensure compliance with this Agreement by its *'workforce'* and *'subcontractors.'*
- 4.3 Business Associate shall adopt privacy, security and breach notification policies and procedures that are consistent with the requirements of HIPAA as applicable to Business Associate.
- 4.4 Business Associate shall implement, maintain and use *'administrative safeguards,' 'physical safeguards'* and *'technical safeguards'* ("Safeguards") that reasonably and appropriately protect the confidentiality, integrity and availability of PHI as required by 45 CFR Part 164 Subpart C ("Security Rule") in the same manner that those requirements apply to Health Plan pursuant to 45 CFR § 164.504, and ensure that PHI is not *'used'* or *'disclosed'* except as provided for by HIPAA and by this Agreement.
- 4.5 Business Associate shall protect against any reasonably anticipated threats or hazards to the security or integrity of such information, as required by 45 CFR § 164.306.
- 4.6 Business Associate shall prevent, detect, contain and correct against any reasonably anticipated uses or disclosures unpermitted by this Agreement, as required by 45 CFR § 164.306, § 164.308.
- 4.7 Business Associate shall report to Health Plan any *'use'* or *'disclosure'* of PHI, including by its employees, agents, contractors, or subcontractors, that is not provided for by HIPAA or by this Agreement and shall report to Health Plan any breach of unsecured PHI as required by 45 CFR § 164.410, and any successful *'security incident'* of which it becomes aware.

- 4.8 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a 'use' or 'disclosure' of PHI by Business Associate in violation of the requirements of this Agreement or of any 'security incident' of which it becomes aware.
- 4.9 In accordance with HIPAA, Business Associate shall make available to Health Plan, in the time and manner designated by Health Plan, PHI that is contained in 'designated record sets.' At Health Plan's request, the PHI shall be made available to Health Plan or as directed by Health Plan, to an 'individual' in order to meet the requirements under 45 CFR § 164.524. If the 'individual' requests an electronic copy of the information, Business Associate must provide Health Plan with the information requested in the electronic form and format requested by the 'individual' and/or Health Plan if it is readily producible in such form and format; or, if not, in a readable electronic form and format as requested by Health Plan.
- 4.10 Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Health Plan to respond to a request by an 'individual' for an accounting of disclosures, and at Health Plan's request, to make available the information necessary to provide an accounting of disclosures of PHI as provided for in HIPAA. Health Plan acknowledges and agrees that neither this Agreement nor the Contract requires Business Associate to make any disclosure for which an accounting would be required under HIPAA.
- 4.11 At Health Plan's request, Business Associate shall make available PHI in its possession or under its control in 'designated record sets' for amendment, and shall incorporate any amendments to PHI in accordance with the requirements of the Privacy Rule and any instructions provided by Health Plan.
- 4.12 Business Associate shall follow any written instructions received from Health Plan with respect to restricting the 'uses' and 'disclosures' of certain PHI. Business Associate shall ensure that the PHI is not 'used' or 'disclosed' in a manner that would violate the restriction, unless otherwise directed by Health Plan.
- 4.13 When necessary to accommodate 'individuals' reasonable requests for 'confidential communications,' Business Associate shall communicate with an 'individual' regarding his/her PHI only in the alternative manner or at the alternative location instructed by Health Plan, unless otherwise directed by Health Plan.
- 4.14 Upon termination, cancellation, expiration, or other conclusion of this Business Associate Agreement, Business Associate shall, after consultation with Health Plan and in accordance with Health Plan's determination, return to Health Plan or destroy (after obtaining Health Plan's permission) all PHI, in whatever form or medium (including in any electronic medium under Business Associate's custody or control) that Business Associate (or its agents, contractors, or subcontractors) created or received for or from Health Plan, including all copies of and any data or compilations that allow identification of any 'individual' who is a subject of the PHI. Business Associate will identify any PHI that Business Associate (or its agents, contractors, or subcontractors) created or received for or from Health Plan that cannot feasibly be returned to Health Plan or destroyed. If, at the termination of the Business Associate Agreement, the Parties agree that returning or destroying PHI is not feasible due to state or federal law or regulatory requirements applicable to the Business Associate and Health Plan, or due to Business Associate's record retention policies, Business Associate shall extend the protections of the Business Associate Agreement to such PHI, and will limit its further 'uses' or 'disclosures' of that

PHI to those purposes that make return or destruction of that PHI impractical or impossible. Health Plan hereby acknowledges and agrees that infeasibility includes Business Associate's need to retain PHI for purposes of complying with its work product documentation standards.

- 4.15 For purposes of determining Health Plan's compliance with the Privacy Rule or this Agreement, Business Associate shall make available to Health Plan or the Secretary of HHS (or its agents) the Business Associate's internal practices, books and records relating to the 'use' and 'disclosure' of PHI in connection with Services, in a time and manner designated by Health Plan or the Secretary.
- 4.16 If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses '*unsecured protected health information*' (as defined in 45 CFR 164.402 and in HITECH Section 4402 (h)), it shall, immediately following the discovery of a '*breach*' of such information, as defined by HIPAA, notify Health Plan of such breach. Such notice shall include:
- (1) The identification of each '*individual*' whose '*unsecured protected health information*' has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during such '*breach*;'
 - (2) A brief description of what happened, including the date(s) of the '*breach*' and discovery of the '*breach*;'
 - (3) A description of the type of '*unsecured protected health information*' that was involved in the '*breach*;'
 - (4) A description of the investigation into the '*breach*,' mitigation of harm to the individuals, and protection against further breaches;
 - (5) The results of any and all investigation performed by Business Associate related to the '*breach*;' and
 - (6) Contact information of the most knowledgeable individual for Health Plan to contact relating to the '*breach*' and its investigation into the '*breach*.'
- 4.17 Health Plan has elected to delegate to Business Associate the provision of the HITECH Security Breach services described in Attachment 1, as allowed by HITECH and any subsequent regulation or guidance from HHS.
- 4.18 Business Associate represents that, if applicable, it has policies and procedures in place designed to detect, prevent and mitigate the risk of Identity Theft to comply with the Federal Trade Commission's Identity Theft Prevention Red Flags Rule (16 CFR § 681.2).
- 4.19 **Business Associate shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Business Associate and its employees, agents, representatives or subcontractors against any claim or claims for damages arising under this Business Associate Agreement. Such insurance coverage shall apply to all services provided by Business Associate or its agents or subcontractors and shall be sufficient to cover acts or omissions of its agents or subcontractors in the performance of the Contractual Agreement and pursuant to this Business Associate Agreement. Business Associate shall defend, indemnify, save and hold harmless Health Plan and all other parties identified in the Indemnification and Liability Insurance Article of the Contract to the full extent required by that Article of the Contract, and including indemnification for reasonable attorney's fees and costs, administrative penalties and fines, costs**

expended to notify participants and/or to prevent or remedy possible identity theft, financial harm, reputational harm, or any other claims related to a breach incurred as a result of, or arising directly or indirectly out of or in connection with any act or omission of Business Associate, its employees, agents, representatives or subcontractors, under this Business Associate Agreement, including, but not limited to negligent or intentional acts or omissions. This provision does not replace or supersede the Contractual Agreement's insurance requirements but is intended to be read in conjunction with them. The indemnification obligation of Business Associate shall survive termination of this Agreement.

- 4.20 In addition to HIPAA, Business Associate shall comply with all applicable state and federal security and privacy laws.
- 4.21 In the event that Business Associate transmits or receives any Covered Electronic 'Transaction' on behalf of Health Plan, it shall comply with all applicable provisions of the Standards for Electronic Transactions Rule to the extent required by law.
- 4.22 Business Associate agrees that it will not receive remuneration directly or indirectly in exchange for PHI without authorization unless an exception under 13405(d) of HITECH applies.
- 4.23 Business Associate agrees that it will not receive remuneration for certain communications that fall within the exceptions to the definition of 'Marketing' under 45 CFR § 164.501 unless permitted by HITECH.
- 4.24 Business Associate agrees that it will not use or disclose 'genetic information' for underwriting purposes, as that term is defined in 45 CFR § 164.502.
- 4.25 The safeguards set forth in this Agreement shall apply equally to PHI, confidential and personal information. "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, if the name and data elements are not encrypted: (a) social security number; (b) driver's license number or government-issued identification number; or (c) account number or credit or debit card number in combination with any required security code, access code or password, that would permit access to a person's financial account; provided, however, that "personal information" shall not include publicly available information that is lawfully made available to the public from the federal, state or local government.

SECTION V. OBLIGATIONS OF HEALTH PLAN

- 5.1 Health Plan shall not request Business Associate to 'use' or 'disclose' PHI in any manner that would not be permissible under HIPAA if done by Health Plan.
- 5.2 Health Plan shall notify Business Associate of limitation(s) in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent such limitation affects Business Associate's permitted 'uses' or 'disclosures.'
- 5.3 Health Plan shall notify Business Associate of changes in, or revocation of, permission by an 'individual' to 'use' or 'disclose' PHI to the extent such changes affect Business Associate's permitted 'uses' or 'disclosures.'
- 5.4 Health Plan shall notify Business Associate of restriction(s) in the 'use' or 'disclosure' of PHI that Health Plan has agreed to in accordance with 45 CFR Section 164.522, to the extent such restriction affects Business Associate's permitted 'uses' or 'disclosures.'

SECTION VI. TERMINATION OF AGREEMENT

- 6.1 Upon Health Plan's knowledge of a material breach of this Business Associate Agreement (or its agents, employees, contractors, and subcontractors), Health Plan shall either:
- (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time period specified by Health Plan; or
 - (2) Immediately terminate this agreement if Business Associate has breached a material term in this Agreement and cure is not possible; or
 - (3) If neither termination nor cure is feasible, report the violation to the Secretary of HHS.
- 6.2 The Parties agree that if Health Plan terminates this Agreement pursuant to this section, it shall also terminate all provisions of the Contract for Services that relate to Business Associate's 'use' or 'disclosure' of PHI, and Health Plan shall have the discretion to terminate the Contract for Services in its entirety and pursue all remedies available under the Parties' Contract.

SECTION VII. NOTICES

Any notice or report to be given pursuant to this Agreement shall be sent to the persons listed below in accordance with Section 2.13 of this Agreement.

Covered Entity:

Employees Retirement System of Texas
P.O. Box 13207
Austin, Texas 78711-3207
Attn: Porter Wilson, Executive Director
Email: porter.wilson@ers.texas.gov

cc: Cynthia Hamilton, General Counsel
Email: general.counsel@ers.texas.gov

Business Associate:

Access Sciences Corporation
1900 West Loop South, Suite 300
Houston, Texas 77027
Attn: Sondra H. Ludwick, Vice President
Email: sludwick@AccessSciences.com

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SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the Parties have executed this Business Associate Agreement as of the day and year written below.

BUSINESS ASSOCIATE

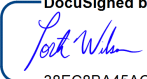
By: 

Printed Name: Sondra H. Ludwick

Title: Vice President, Corporate Services

Date: June 29, 2023

EMPLOYEES RETIREMENT SYSTEM OF TEXAS

DocuSigned by:

By: 38EC8BA45AC04F3...

Porter Wilson

Executive Director

Date: 6/30/2023

ATTACHMENT 1

DELEGATION OF HITECH BREACH NOTIFICATION

The following Health Information Technology for Economic and Clinical Health Act (“HITECH”) Security Breach services will be provided by Business Associate as indicated by Covered Entity in the Business Associate Agreement, as allowed by HITECH and any subsequent regulation or guidance from the HHS:

1. Investigate any unauthorized access, use, or disclosure of Health Plan participant protected health information (“PHI”).
2. Determine whether there is a significant risk of an impermissible use or disclosure under the Privacy Rule that compromises the security or privacy of any Health Plan participant’s PHI as provided for in HITECH.
3. Determine whether the incident falls under any of the HITECH Security Breach notification exceptions.
4. Document and retain each HITECH Security Breach risk assessment and exception analyses, and make this information available to Health Plan participants upon request.
5. Provide Health Plan with written notification that describes the HITECH Security Breach incident in detail including a list of the impacted participants and/or a copy of a participant notification.
6. After notice to and consultation with Health Plan, notify each Health Plan participant impacted by the HITECH Security Breach by first class mail, or such other notification method permitted under HITECH, within the applicable statutory notification period, and provide toll-free numbers to the impacted participants in order to handle any participant questions regarding the incident. The notification will include the following:
 - a. A brief description of the incident, including the date of the Security Breach and the date it was discovered;
 - b. A description of the types of PHI involved in the Security Breach (i.e., name, birth date, home address, account number, Social Security Number, etc.);
 - c. The steps that individuals might take to protect themselves from potential harm; and
 - d. A brief description of what the Business Associate is doing to mitigate the harm and to avoid further incidents.
7. Provide a substitute notice, as described in HITECH, to impacted participants if there is insufficient mailing address information.
8. Maintain a log and submit to HHS an annual report of Security Breaches that impact fewer than 500 participants.
9. After notice to and consultation with Health Plan, notify HHS within the time required in HITECH or regulations pertaining thereto in the event the Security Breach impacts more than 500 individuals.

10. After notice to and consultation with Health Plan, notify media when required under HITECH or regulations pertaining thereto, subject to approval by Health Plan, which approval shall not be unreasonably withheld.

The above listed HITECH Security Breach services may be changed from time to time by Business Associate as necessary, after notice to and consultation with Health Plan, and as required to maintain compliance with HIPAA, HITECH, HHS regulation and/or HHS guidance.

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

Access Sciences Corporation with its principal place of business at 1900 West Loop South, Suite 300, Houston, Texas 77027 ("**Contractor**"), desires to work with the Employees Retirement System of Texas, whose place of business is located at 200 E. 18th St., Austin, Texas 78701 ("**ERS**"), for purposes of providing the services set forth in ERS' Statement of Work for Records and Information Governance Assessment ("**Services**") to be purchased by ERS pursuant to ERS' Purchase Orders, including under DIR Contract No. DIR-CPO-4930 and any renewals or replacements thereof, as applicable, between the State of Texas, acting by and through the Department of Information Resources and Contractor (collectively the "**Contract**").

Although ERS is subject to the Texas Public Information Act, Tex. Gov't Code Ann., ch. 552, ERS maintains documents and information that are considered confidential by ERS and/or by law ("**Confidential Information**"). The Confidential Information includes, but is not limited to, any and all discussions and communications with ERS and any and all information and documentation provided by ERS, including, but not limited to, information related to ERS' network system architecture and infrastructure, ERS' existing firewall environment and firewall configuration and information pertaining to ERS' members, annuitants, retirees, participants, alternate payees and beneficiaries ("**Participants**") in any program or retirement system administered by ERS. Further, the Confidential Information also includes, but is not limited to, records and confidential or protected health information ("**PHI**"), as PHI is defined by the privacy regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), of any or all Participants.

Contractor agrees that all Confidential Information provided or made available to Contractor or its Related Parties (as defined below) by ERS and/or accessed by Contractor and/or its Related Parties (whether accessed onsite at ERS or remotely) must remain confidential and subject to release or disclosure only by prior written consent of ERS, except as provided in this Confidentiality and Nondisclosure Agreement ("**Nondisclosure Agreement**"). Contractor additionally acknowledges and agrees that ERS will require execution of this Nondisclosure Agreement as a precondition to commencement of the Services.

ERS and Contractor (sometimes hereinafter referred to as "**the parties**") agree that the consideration underlying this Nondisclosure Agreement is contained in the Contract, including ERS' Purchase Orders.

The parties hereby further agree as follows:

1. The Confidential Information is the exclusive property of ERS and shall be properly safeguarded and kept confidential as required by this Nondisclosure Agreement and any and all other applicable Texas and federal laws and regulations including, but not limited to, Tex. Gov't Code Ann. §§ 552.0038, 552.110, 552.143, 615.045, 803.402, 815.503, 840.402 and 2054.077; Tex. Ins. Code, § 1551.063; HIPAA, the HIPAA Privacy Rule, the HIPAA Security Rule and the Health Information Technology for Economic and Clinical Health Act ("**HITECH**"). Contractor warrants and represents that (a) it has systems, measures and procedures in place to safeguard and maintain, and to cause its employees, temporary workers, officers, directors, principals, affiliates, agents, assigns, independent contractors, subcontractors, successors or any other related person or entity ("**Related Parties**") to safeguard and maintain, the confidentiality of the Confidential Information at all times; and (b) Contractor and the Related Parties shall safeguard and maintain the confidentiality of the Confidential Information at all times in accordance with this Nondisclosure Agreement and applicable law.
2. The Confidential Information may be used by Contractor and/or its Related Parties only as necessary to perform the Services for which such Confidential Information is provided to Contractor by ERS. Contractor may not assign or subcontract any of its obligations under this Nondisclosure Agreement.
3. Contractor and the Related Parties shall not copy, reproduce, distribute, disseminate, sell, assign, release, convey, give away or otherwise provide the Confidential Information to any person or entity without ERS' prior written consent and except as is absolutely necessary for the Services. This entire paragraph shall survive any termination, expiration, renewal, extension or amendment of this Nondisclosure Agreement.
4. Contractor warrants and represents that any Confidential Information transmitted by it or the Related Parties shall be disseminated in an encrypted fashion readable to ERS.
5. Contractor warrants and represents that Contractor and the Related Parties shall not in any manner contact ERS' Participants or make use of the Confidential Information to contact ERS' Participants unless directed to do so by ERS.
6. Contractor and the Related Parties may not retain any copies, electronic or otherwise, of the Confidential Information.
7. This Nondisclosure Agreement and the parties' performance of same and all matters in connection with the relationship of the parties shall be governed by and construed and performed in accordance and conformity with the laws of the state of Texas without regard to conflicts of law provisions. Subject to and

without waiving ERS' or the state of Texas' sovereign or official immunity, ERS and Contractor agree and consent to Austin, Travis County, Texas as the proper venue for any court proceedings between the parties, and that a Texas state court sitting in Austin, Travis County, Texas shall have jurisdiction in connection with any action or proceeding arising out of, in connection with or related to the Nondisclosure Agreement or the parties' relationship. Contractor and/or its Related Parties shall not, at any time, use the Confidential Information in any fashion, form or manner except in Contractor's capacity as independent contractor to ERS and as described herein. This entire paragraph shall survive any termination, expiration, renewal, extension or amendment of this Nondisclosure Agreement.

8. In addition to any other rights and remedies available to ERS under this Nondisclosure Agreement, at equity or pursuant to applicable statutory, regulatory and common law, the breach of this Nondisclosure Agreement by Contractor and/or its Related Parties shall entitle ERS to immediately terminate the Contract and Contractor's and/or its Related Parties' right of access to and possession of the Confidential Information pursuant to the terms of this Nondisclosure Agreement. In the event that ERS terminates Contractor's and/or its Related Parties' right of access to the Confidential Information, ERS shall provide written notice to Contractor that all Confidential Information made available to Contractor and/or its Related Parties pursuant to this Nondisclosure Agreement, or to which Contractor and/or its Related Parties have been provided access pursuant to this Nondisclosure Agreement, including in each event all copies thereof, must be returned to ERS as soon as reasonably possible after Contractor's receipt of such notice from ERS. This entire paragraph shall survive any termination, expiration, renewal, extension or amendment of this Nondisclosure Agreement.

9. **Due to the sensitive nature of the Confidential Information that ERS is providing to Contractor, Contractor agrees to defend, indemnify, save and hold harmless the state of Texas, its past, present and future officers, departments, employees and agencies, ERS, its past, present and future officers, directors, trustees, employees, attorneys, and agents, from and against any and all damages and claims of contribution and indemnity, any other claims, lawsuits, settlements, liability, judgments, costs, penalties, losses and expenses of whatever nature, kind or description, of any person or entity whomsoever, including, without limitation, interest, court costs, attorney fees, and any measure or type of damages (collectively "Claims, Liability and/or Damages"), resulting from, alleged to result from, in connection with, arising out of, or related to:**
 - A. **Any intentional or negligent failure, refusal or inability of Contractor or the Related Parties to meet or comply with any of their obligations under this Nondisclosure Agreement.**

- B. Any other malfeasance, misfeasance, omission or act of negligence on the part of Contractor and the Related Parties in meeting such obligations, including improperly Disclosing to any person or entity the Confidential Information or for any intentional or malicious act in violation of such obligations.**

This indemnification includes, but is not limited to, any and all Claims, Liability and/or Damages resulting from, alleged to result from, arising out of or in connection with alleged negligence or intentional wrongdoing by Contractor or the Related Parties and all Claims, Liability and/or Damages resulting from, alleged to result from, arising out of or in connection with Contractor's or the Related Parties' failure or inability to comply with applicable Texas and federal laws and regulations. This provision shall not be construed to eliminate or reduce any other indemnification or right which ERS has in law, contract or equity. This obligation to indemnify shall survive any termination, renewal or amendment of the Nondisclosure Agreement.

10. Contractor warrants and represents that it has full power and authority to enter into this Nondisclosure Agreement, and that the Nondisclosure Agreement has been duly authorized, executed and delivered by Contractor's authorized officer on behalf of Contractor and constitutes a valid, binding, and legally enforceable agreement of Contractor.
11. **Contractor warrants and represents that it will give immediate notice to ERS of any breach of this Nondisclosure Agreement.**
12. **Any notices required pursuant to this Nondisclosure Agreement shall be given by hand-delivery, facsimile or email to:**

A. Contractor at:

Access Sciences Corporation
1900 West Loop South, Suite 300
Houston, Texas 77027
Attn: Sondra H. Ludwick
Telephone: (713) 554-7575
Fax: (713) 664-4825
Email: sludwick@accesssciences.com

B. ERS at:

Employees Retirement System of Texas
P.O. Box 13207
Austin, Texas 78711-3207
Attn: Porter Wilson, Executive Director
Email: porter.wilson@ers.texas.gov

cc: Cynthia Hamilton, General Counsel
Fax: (512) 867-3480
Email: general.counsel@ers.texas.gov

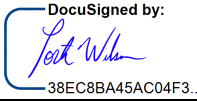
13. This Nondisclosure Agreement shall become effective as of the date Confidential Information is first made available to Contractor and/or its Related Parties, and shall survive any termination, expiration, renewal, extension or amendment of the parties' relationship, for whatever reason, and shall survive so long as Contractor and/or its Related Parties have access to or possession of any Confidential Information, including originals, copies or otherwise.
14. Without limiting the obligations of Contractor and/or its Related Parties to comply with the terms of this Nondisclosure Agreement, Contractor agrees that Confidentiality Acknowledgements in the form attached to this Nondisclosure Agreement shall be executed by all persons who work on the Services and/or who have access to Confidential Information.
15. Contractor agrees to monitor the performance of all persons having access to the Confidential Information on its behalf, and to be liable for the actions of all such persons.
16. This Nondisclosure Agreement may be executed and delivered by email; such email delivery shall constitute the final Nondisclosure Agreement of the parties and conclusive proof of such Nondisclosure Agreement. Original signatures may be provided to the parties thereafter.

The authorized representatives of ERS and Contractor hereby execute this Nondisclosure Agreement to be fully effective immediately upon execution by an authorized representative of ERS as set forth below, and by doing so evidence their mutual intent to be legally bound by the terms set out above.

ACCESS SCIENCES CORPORATION

**EMPLOYEES RETIREMENT
SYSTEM OF TEXAS**

By: 

By: 
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Printed Name: Sondra H. Ludwick

Porter Wilson

Title: Vice President, Corporate Services


Executive Director

Date: June 29, 2023

Date: 6/30/2023

CONFIDENTIALITY ACKNOWLEDGMENT

I, [Sondra H. Ludwick], hereby acknowledge that I received a copy of the Confidentiality and Nondisclosure Agreement ("**Nondisclosure Agreement**") relating to the **Statement of Work for Records and Information Governance Assessment** ("**Services**") to be performed for the Employees Retirement System of Texas ("**ERS**") by and/or under the direction of **Access Sciences Corporation**. I acknowledge and agree that I may have access to ERS' Confidential Information as defined in the Nondisclosure Agreement, and I agree not to copy, reproduce, distribute, disseminate, sell, assign, release, convey, provide, give away or otherwise provide any Confidential Information without the express written permission of ERS and except as absolutely necessary for the Services. I also agree that no Confidential Information will be contained within any report without the express permission of ERS' Chief Information Officer.



Signature

Sondra H. Ludwick

Printed Name

Vice President, Corporate Services

Title

June 29, 2023

Date

DATA SECURITY AND BREACH NOTIFICATION AGREEMENT

All capitalized terms not defined in this Data Security and Breach Notification Agreement (“**Agreement**”) shall have the meaning ascribed to them in the Contractual Agreement (“**Contract**”) between the Employees Retirement System of Texas (“**ERS**”) and **Access Sciences Corporation** (“**CONTRACTOR**”).

Article 1. Purpose

- 1.1 To ensure continued security for ERS, its members, annuitants, retirees, participants, alternate payees and beneficiaries (collectively “**Participants**”) and their respective Personal Data (as hereinafter defined), and to mitigate the risk of identity theft and fraud, CONTRACTOR agrees to be bound by the provisions contained in this Agreement.

Article 2. Specific Requirements

- 2.1 CONTRACTOR, including its affiliates, subsidiaries, representatives, officers, directors, principals, employees, agents, assigns and any subcontractors and independent contractors (“**Agents**”), as a condition of handling Participants’ personally identifying and / or sensitive personal information and, if applicable, protected health information (“**PHI**”) (together, “**Personal Data**”) must annually, or more frequently upon request of ERS, (i) issue certificates of compliance with this exhibit to ERS, (ii) provide evidence of compliance to ERS in accordance with §2054.138 of the Texas Government Code and (iii) respond fully and completely to ERS’ vendor security questionnaire.
- 2.2 All Personal Data must be processed fairly and lawfully, according to the laws and regulations of the United States of America and the state of Texas. CONTRACTOR shall comply with the Privacy Act of 1974, Computer Matching and Privacy Protection Act of 1988, Texas Business and Commerce Code, ch. 521 and information security standards as outlined in Title 1, Texas Administrative Code, § 202. Further, CONTRACTOR shall comply with all applicable federal and state laws and regulations pertaining to the handling and use of Personal Data. In the event of a conflict between applicable laws, the Contract and this Agreement, the strictest provision or provisions offering protections to ERS and its Participants shall apply.
- 2.3 The amount of Personal Data collected must be adequate, relevant and not excessive in relation to the purposes for which it is collected or for which it is further processed. If applicable, PHI must be collected only for purposes consistent with what is communicated to the Participant and not further processed in a way incompatible with those purposes. All other Personal Data must be collected only for purposes as necessary for CONTRACTOR to perform and fulfill its obligations under the Contract and not further processed in a way incompatible with those purposes. Further processing of such Personal Data for historical, statistical or other business purposes is not incompatible with the original purpose, provided it is permitted under the Contract and the further processing includes adequate additional controls protecting the rights of the Participant.
- 2.4 If CONTRACTOR serves as a recordkeeper for ERS or collects data on behalf of ERS, all Personal Data must be accurate and complete, and where necessary, kept up to date. Every reasonable step must be taken to ensure that Personal Data that is inaccurate or incomplete, keeping in mind the purposes for which it was collected or for which it is further processed, is definitively erased or corrected in accordance with applicable law.
- 2.5 If CONTRACTOR did not execute a Business Associate Agreement (“**BAA**”) in connection with the Contract, but CONTRACTOR subsequently receives or handles any PHI, CONTRACTOR agrees to immediately notify ERS. ERS will then determine, in ERS’ sole discretion, whether CONTRACTOR must execute a BAA to address the privacy, security and breach notification requirements related to PHI. If applicable, CONTRACTOR agrees to act in good faith and to cooperate in the execution of a BAA.

- 2.6 CONTRACTOR shall maintain industry-accepted standards, such as those recommended by the National Institute of Standards and Technology (NIST), and shall incorporate other applicable state and federal laws and regulations regarding the confidentiality, integrity, accessibility and availability of Personal Data, including, but not limited to, maintenance of disaster recovery and business continuity plans. CONTRACTOR agrees to allow ERS to view these standards and plans upon request onsite at ERS' premises.
- 2.7 CONTRACTOR shall maintain computer files containing Personal Data in a secure, hardened facility which provides environmental and access controls. All computer files containing Personal Data, including, but not limited to, duplicate or backup copies, shall be encrypted while at rest and in transit. Additionally, all mobile devices, including, but not limited to, laptop computers, and external storage devices which contain, process or interact with ERS data, including, but not limited to, Personal Data, shall be encrypted at all times.
- 2.8 Except as specifically permitted by ERS, Personal Data must not be kept in a form that permits identification of Participants for any longer than is necessary for the purposes for which the data was collected or for which it is further processed. For example, this can be implemented with linked separate files that contain identification information and related sensitive information, respectively.

Article 3. Processing Confidentiality and Security

- 3.1 Personal Data shall not be made available to or viewed by any person or entity (including any Agent of CONTRACTOR), in any fashion, no matter what technology is employed, at any location outside the fifty (50) states of the United States of America. Access to Personal Data for purposes of this requirement occurs whenever it is possible to view Personal Data from outside the United States, whether or not the Personal Data is actually sent out of the United States or is actually viewed by someone outside the United States.
- 3.2 When building, testing, enhancing and maintaining processing systems that contain, or will contain, Personal Data, developers must not use actual Personal Data. Instead, they must use fictional or sanitized data that preserves the essential characteristics of the Personal Data, but that does not relate to identifiable individuals. In emergency situations where processing with actual Personal Data is required, use of such information may be permitted only if security procedures are approved in advance, in writing, by ERS' Executive Director, Deputy Executive Director and General Counsel and Information Security Officer.
- 3.3 All authentication access to processing systems and networks containing Personal Data must be logged so that access attempts to systems and networks containing Personal Data can be traced to a specific user. CONTRACTOR is responsible for monitoring and following up on potential security-relevant events.
- 3.4 When no longer needed, or as required by applicable state or federal law or the Contract, all copies of Personal Data, including, but not limited to, copies on backup tapes, must be irreversibly destroyed according to standards and procedures as provided in the Contract and applicable law. A document describing the Personal Data destroyed, the reasons for such destruction, date and manner thereof and who performed such destruction must be prepared for each destruction process and promptly submitted to ERS. Permission to destroy Personal Data may be granted only by ERS, and only if all legal retention requirements and related business and auditing purposes have been met, and as consistent with the terms of the Contract. In the event there is any litigation or investigative proceedings related to the Personal Data or CONTRACTOR's performance under the Contract or this Agreement, then the Personal Data must be retained during the pendency of such litigation or investigative proceedings.

Article 4. Data Breach Monitoring and Notification

4.1 CONTRACTOR must take proactive steps to monitor for breaches of system security, including, but not limited to, acquisition, access, use or disclosure of Personal Data (each, a "**Notification Event**"). In the event of such a Notification Event, CONTRACTOR must notify ERS immediately, but in any event within 24 hours from the time the Notification Event is discovered or reasonably should have been discovered with the exercise of reasonable diligence, whichever is earlier. The primary contact for notification at ERS is the General Counsel. At any time upon request of ERS, CONTRACTOR must notify, at CONTRACTOR's expense, the affected Participant(s), including those Participants reasonably believed to have been affected, as quickly as possible, but in any event within 72 hours from the time the Notification Event is discovered, unless requested to withhold notification by law enforcement or as necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

Employees Retirement System of Texas
Cynthia Hamilton, General Counsel
Email: general.counsel@ers.texas.gov

4.2 If CONTRACTOR is required to notify at one time more than 10,000 Participants of a Notification Event, pursuant to applicable law, CONTRACTOR shall also notify, without unreasonable delay, all consumer reporting agencies that maintain files on consumers on a nationwide basis of the timing, distribution, and content of the notices.

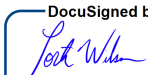
4.3 In addition to indemnification of the Indemnified Parties pursuant to the Contract and any criminal or civil penalties, including injunctive relief, that may apply, **CONTRACTOR AGREES TO DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS, AND TO PROVIDE, AT CONTRACTOR'S SOLE COST AND EXPENSE, ONE (1) YEAR OF CREDIT MONITORING SERVICE TO, ANY PARTICIPANT(S) WHOSE PERSONAL DATA HAS BEEN DISCLOSED PURSUANT TO A NOTIFICATION EVENT.** ERS will designate the vendor that will provide the credit monitoring service.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective upon execution by both parties.

ACCESS SCIENCES CORPORATION

EMPLOYEES RETIREMENT SYSTEM OF TEXAS

By: 

DocuSigned by:

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Printed Name: Sondra H. Ludwick

Porter Wilson
Executive Director

Title: Vice President, Corporate Services

Date: June 29, 2023

Date: 6/30/2023

Statement of Work
Records and Information Governance Assessment
FY 2023



Proposal submitted by:

Access Sciences Corporation

1900 West Loop South, Suite 300

Houston, TX 77027

Contact: Kathy Jordan

kjordan@accesssciences.com

DIR Contract #: DIR-CPO-4930

March 13, 2023



CONTENTS

Introduction / Background 3

Scope 3

Deliverables & Activities during the engagement 3

Period of Performance / Schedule..... 5

Schedule of Events and Response Milestones 5

Invoices and Payment / Acceptance Criteria 6

Additional Requirements 6

Vendor Response 9

Methodology 9

Staff capabilities 12

Vendor Responsibilities 14

Service capabilities 14

Pricing 15

Change Requests 16

Points of Contact 16

Signatures / Acceptance 17

APPENDIX A – Report Requirements 18

APPENDIX B – Statutory Requirements 20

APPENDIX C – Access Sciences Staff Capabilities 21

APPENDIX D – Access Sciences Detailed Project Descriptions 33

INTRODUCTION / BACKGROUND

The Employees Retirement System of Texas (ERS) is a constitutional trust fund established as mandated by Article XVI, Section 67, Texas Constitution, and further organized pursuant to Subtitle B, Title 8, Texas Government Code, as well as 34 Texas Administrative Code, Sections 61.1, et seq. ERS administers a retirement and disability pension plan for state employees, law enforcement and custodial officers, elected state officials and two classes of judges. ERS invests state and member contributions in the retirement trust funds and administers the trust funds with a fiduciary obligation to the members and retirees of ERS who are its beneficiaries. ERS also administers the Texas Employees Group Benefits Program, which consists of health benefits, life insurance and other optional benefits, to participating individuals eligible to receive those benefits under applicable law.

SCOPE

In response to a third party audit, ERS will be redesigning their current Records Information Management program to improve their efficiency in managing records. ERS seeks the services of an experienced Vendor to assess the current program. This assessment will assist in identifying improvements or additions to policy, process, and automated solutions specific to the needs of the ERS environment concerning managing data/ information records.

DELIVERABLES & ACTIVITIES DURING THE ENGAGEMENT

Deliverable 1 – Discovery and Planning

- **Records Information Program:** The Vendor will review the current Records Information Program definitions, governance framework, records retention schedule, policies, and, processes. The information gathered will be used to identify the current Records Information Program is in compliance with or support of:
 - Association of Records Managers & Administrators (ARMA) The Principles® Maturity Model
 - Texas statutes and rules
 - Applied and supported appropriately to the ERS specific environment
- **Repository Review:** The Vendor will conduct high level review of ERS records (e-records) across multiple storage and organization locations (repositories) and outline their approach or methodology on how they will conduct the assessment of data records within the following repositories:
 - ERS Network Drives
 - G:Drive
 - S:Drive
 - X:Drive
 - ERS Connect (SharePoint)
- **Workshop(s):** The Vendor will coordinate workshop(s) with ERS for the following:
 - Discoveries made during the review of the Records Information Program that have impact to the assessment,
 - Plan of approach/methodology used during the assessment
 - Tools/software used to conduct the assessment

These workshops will be designed to meet the ERS environment and may be held virtually. The Vendor will provide all reference materials designed for the workshop(s) at least three (3) days in advance of the workshop(s) for ERS review and approval in a format acceptable to ERS.



Deliverable 2 – Conduct an Assessment

The Vendor will assess ERS records (e-records) across multiple storage and organization locations (repositories). Any tool/software the Vendor plans to install/use on ERS systems must be approved by ERS prior to conducting the assessment.

The assessment must address the following elements:

- **Electronic Records Assessment.** Assess current ERS record management practices, and electronic records (e-records) in all formats for the following areas:
 - **ERS Network Drives:** G:Drive; S:Drive; X:Drive
 - **ERS Connect:** SharePoint 2016
 - **Storage locations.** The Vendor will catalog G:Drive, S:Drive, X:Drive and SharePoint 2016 repositories and:
 - Identify records by media format. (e.g. mp4, PDF, docX, xlsx)
 - Identify if redundant, obsolete, and trivial (ROT) records exist
 - **File Organization.** Identify how each of the storage locations are organized.
 - **Special characteristics.** To the extent possible, identify records considered vital records for business continuity purposes, confidentiality (e.g. Personal Identifiable Information, HIPAA) or other factors that would affect the storage, organization, and handling of these record types.
- **Statutory Requirements.** The Vendor will identify if data kept by ERS meets the requirements specified by Texas Government Code, Chapter 441 Section 183(2). *Refer to Appendix B.*
- **Policy Review.** The Vendor will assess formats of ERS governance strategies (e.g. policies, processes) governing formats of ERS record types applicable to e-records.

Areas of recommendation will include:

- **Repositories.** Recommend standardization strategy across in-scope repositories: classification of content, legal hold process, records retention rules, and storage improvements.
- **Classification Schemes.** Standardized folder structures and taxonomies that should be developed to organize records kept in the repositories.
- **Retention Schedule.** Recommended revisions to the retention schedule to simplify and streamline record retention schedules if feasible.
- **Process.** Recommendations on how to effectively use records management roles and responsibilities to support the ERS information governance program once implemented.

Deliverable 3 – Report and Presentation of Assessment with Recommendations

Provide a written report and presentation of the assessment findings and recommendations to ERS executive leadership and project sponsors. Report and presentation requirements are outlined in *Appendix A.*

- **Recommendations.** The Vendor will develop a written assessment report in a format acceptable by and specific to ERS. The report should list recommendations specific to ERS business needs and functions based off the assessment conducted.
- **Presentation.** Provide a presentation of the assessment findings and recommendations to ERS executive leadership and project sponsors.

PERIOD OF PERFORMANCE / SCHEDULE

The term of service for this Statement of Work commences upon signature by all parties on the Signature Page and shall extend until acceptance of the final deliverable. The contract term shall be three years, or when the last deliverable is completed and accepted by the ERS Project Sponsor or her designee, whichever is earlier.

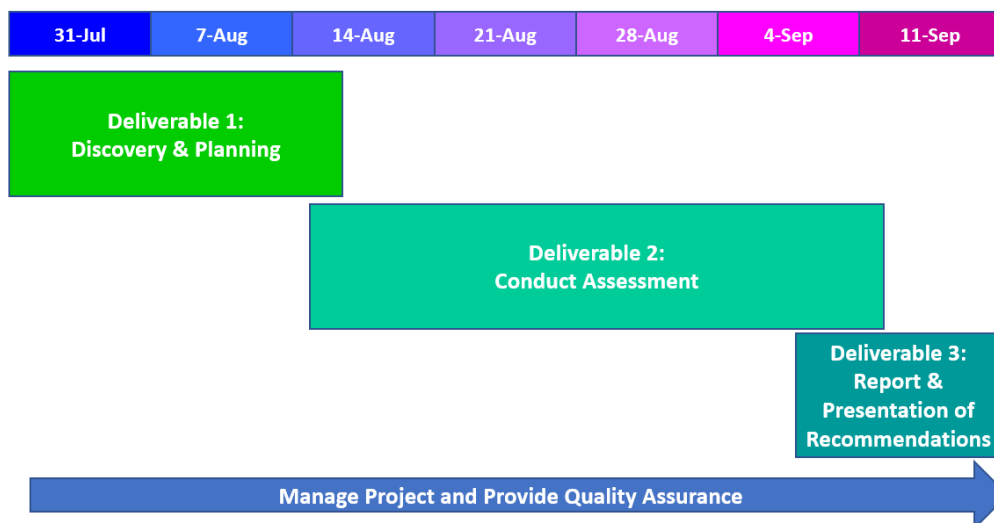
SCHEDULE OF EVENTS AND RESPONSE MILESTONES

Please complete the table below with the dates for all activities.

Activity	Estimated Completion Time (days/weeks/months)	Estimated Completion Date
Deliverable 1 – Discovery and Planning	12 days	August 15, 2023
Deliverable 2 – Conduct Assessment	16 days	September 6, 2023
Deliverable 3 – Report and Presentation of Assessment and Recommendations	5 days	September 12, 2023

Project Schedule (assuming 1-Aug start)

Week of:



**INVOICES AND PAYMENT / ACCEPTANCE CRITERIA**

ERS will review all deliverables submitted by the Vendor within 10 business days per deliverable from date of delivery. The Vendor agrees that ERS is the sole determination of completeness of the work. Final acceptance of all work by the Vendor is dependent upon acceptance by the appropriate ERS Director, or their designee.

Vendor may invoice ERS for deliverables separately (deliverables 1-3) upon acceptance by ERS. ERS will pay each invoice for services in accordance with the Prompt Payment Act (<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2251.htm>).

ADDITIONAL REQUIREMENTS

1. ERS will review and approve Vendor's standard Certificate of Insurance (COI) prior to the commencement of services.
2. The Vendor agrees to sign a Nondisclosure Agreement (NDA) for this engagement.
3. The Vendor agrees to sign an ERS Business Associate Agreement (BAA) and Data Security and Breach Notification Agreement (DSBNA).
4. The order of precedence is the DIR master contract and appropriate DIR appendixes and Records and Information Governance SOW and its attachments.
5. If the selected DIR Prime Vendor decides to subcontract any part of the contract in a manner that is not consistent with DIR's HUB subcontracting plan (Appendix B of the DIR Cooperative Contract), the selected DIR Prime Vendor must comply and submit a revised HUB subcontracting plan to DIR before subcontracting any of the work under the SOW. No work may be performed by a subcontractor before DIR has approved a revised HSP for the Cooperative Contract.
6. Texas Gov't Code 2054.5192 requires any Vendor, or a subcontractor, officer, or employee of Vendor, who will have access to a state computer system or database, to receive cyber security training. The Vendor shall ensure that all such employees and subcontractors have completed the required cybersecurity training. ERS will accept proof of security awareness training from programs certified by the Texas Department of Information Resources. ERS also provides cybersecurity training for all Vendor staff and subcontractors receiving logins to ERS systems. (<https://pubext.dir.texas.gov/portal/internal/resources/DocumentLibrary/Certified%20Training%20Programs.docx>)
7. All work for the project can be completed at either ERS headquarters or remotely. All persons assigned by Vendor to perform work under this SOW shall reside within the contiguous 48 states of the United States of America.
8. Vendor will perform FBI criminal background checks on assigned staff and any staff allowed access to ERS data prior to the start of the engagement.
9. ERS will make available authorized personnel during the project with a working knowledge of core business environments. ERS will provide a work area during designated times for Vendor to use during on-site activities, which includes Internet access.
10. The Vendor will conduct meetings with appropriate business staff at ERS.
 - a. Vendor will conduct weekly status meetings that will be held with appropriate ERS staff named by the ERS Records and Information Management Officer or designee.



11. ERS will receive a project update from the Vendor at an agreed upon day and time, at an interval to be agreed upon by ERS and the Vendor. To facilitate discussion about the deliverable status and all pending items the project update will contain:
 - a. Issues or punch-list items which need to be reviewed, in a recommended priority or impact order.
 - b. Risks that impact deliverables
 - c. Potential impediments that may impact deliverables
 - d. Action Items and Issues pending ERS feedback with due dates and assignments
 - e. Decisions made to resolve/support impediments, risks, issues.
 - f. Items with no due date will be noted for review and assignment each update
 - g. Project change requests
12. Vendor will coordinate with ERS project team for scheduling meetings and emailing staff.
13. ERS will provide Vendor all necessary information on current environment.
14. ERS will provide access (VDI) to the ERS network for the databases, operating systems, and software required for this project.
15. Standard hours of operation are 8:00 AM to 5:00 PM Central Time Monday through Friday; core office hours are 9:00 AM to 3:30 PM.
16. ERS will participate in deliverable and planning sessions scheduled by the Vendor, which the ERS Records and Information Management Officer agrees ERS staff are required.
17. As necessary, ERS will provide Vendor with full access to the relevant functional, technical, and business resources with adequate skills and knowledge to support the performance of services.
18. All document deliverables must be in formats (hard copy and electronic) as requested by ERS - at a minimum, the formats must be in industry accepted standards (e.g., PDF, MS Word, MS PowerPoint, MS Project).
19. Public Information Act.

ERS is required to provide access to certain records in accordance with the provisions of the PIA. Vendor is required to make any information pursuant to the SOW, and not otherwise exempted from disclosure under the PIA, available in a format that is accessible by the public at no additional charge to ERS.

- a. During the evaluation process, ERS shall make reasonable efforts as allowed by law to maintain SOW responses in confidence and shall release responses only to personnel involved with the evaluation of the responses and implementation of the SOW unless otherwise required by law. However, ERS cannot prevent the disclosure of public documents and may be required by law to release documents that Vendor considers confidential and/or proprietary.
- b. Texas Statute/Determination of Public Information. In accordance with Section 552.0222(b) (3) of the Tex. Gov't Code, the types of information listed below that are contained in the Vendor's Response shall be considered public information. ERS WILL RELEASE the information listed below even if the Vendor marks the information as confidential and/or proprietary. ERS will not withhold the information or request an opinion from the Texas Attorney General's Office before releasing the information to a requestor, posting the information to ERS' website, and/or to LBB's contract database. Information that is considered public and will be released includes: the overall or total

- price; overall or total value of the Contract; maximum liability; final price; delivery and service deadlines; the identity of all subcontractors; and the Contract Term.
- c. Labeling of Confidential and/or Proprietary Information. In order to protect and prevent inadvertent disclosure of confidential information submitted in support of its SOW proposal in accordance with the PIA, Vendor is required to supply, in good faith and with legally sufficient justification a separate document listing all pages/sections considered by Vendor to contain any confidential and/or proprietary information. In addition, Vendor shall submit one redacted "Public" version of its response and one un-redacted "Confidential" version of its response with Vendor's confidential and/or proprietary information clearly highlighted or bracketed. If Vendor considers entire response to be public information, Vendor shall state, "[Vendor's Name] considers entire response to be public and does not contain any confidential and/or proprietary information."
- d. Release of Information. By submitting its SOW proposal, Vendor acknowledges and agrees that all public information submitted by Vendor in response to the SOW may be fully disclosed by ERS without liability and without prior notice to or consent of Vendor or any of its subcontractors or agents. Vendor further understands and agrees that, upon ERS' receipt of a PIA request for Vendor's information; ERS will provide the requestor the Vendor's "Public" version of its response. If Vendor fails to submit its confidential and/or proprietary information as described herein, ERS shall consider all of the information to be public, and it will be released without notification to Vendor upon receipt of a PIA request. Upon receipt of a PIA request, ERS will submit the information contained in Vendor's "Confidential" copy of its response to the Texas Attorney General to issue a ruling on whether the information is accepted from public disclosure. It is Vendor's sole obligation to advocate in good faith and with legally sufficient justification the confidential and/or proprietary nature of any information it provides to ERS. Vendor acknowledges and agrees that ERS shall have no obligation or duty to advocate the confidentiality of Vendor's material to the Texas Attorney General, to a court, or to any other person or entity. Vendor acknowledges and understands that the Texas Attorney General may nonetheless determine that all or part of the claimed confidential and/or proprietary information shall be publicly disclosed.
- e. To the extent, the public version of Vendor's SOW proposal contains Protected Materials, Vendor acknowledges that such Protected Materials may be disclosed, publically displayed, published, reproduced, and/or distributed by ERS pursuant to the PIA, or as otherwise required by law. Vendor warrants and represents that it owns, or has obtained all necessary permissions with respect to the use of the Protected Materials and hereby grants ERS an irrevocable, perpetual, nonexclusive, royalty-free license to display, publish, reproduce, distribute, or otherwise use the Protected Materials solely for the purpose of compliance with applicable laws. Vendor shall indemnify and hold harmless ERS, its trustees, officers, directors, employees, and contractors, as well as any trust managed by ERS, from and against any claim of infringement of the Protected Materials resulting from ERS' use of the Protected Materials as set forth herein.



VENDOR RESPONSE

Vendor should use this section to provide descriptions of any changes, assumptions, exclusions and clarifications to the SOW services.

Access Sciences Project Assumptions

In addition to ERS **ADDITIONAL REQUIREMENTS** beginning on page 6 and other requirements and assumptions listed by ERS throughout this SOW, the following assumptions were made in developing the project approach:

- ERS will schedule data gathering workshops requiring ERS personnel participation
- Feedback on initial and final work products must be received within ten (10) business days
- This proposal assumes no more than eight (8) data gathering workshops with no more than five (5) SMEs in each workshop. Workshops will be one hour in length and will include logical combinations of departments based on similar work processes, function, etc.
- This proposal assumes review and recommendations to improve no more than three (3) policies, four (4) processes, and the records retention schedule
- Physical records and physical records repository assessments are not in scope for this effort
- The Deliverable Report is a report of findings and recommendations. Access Sciences will review the records retention schedule and existing policies and processes as part of the assessment and provide recommendations. Access Sciences will not provide updated regulatory research, create classification structures or taxonomies, or rewrite policies under this work effort
- *Comprehensive* identification of all records considered vital for business continuity purposes, confidentiality or other factors that would affect the storage, organization, and handling of these record types is not included in the scope of this project

METHODOLOGY

Vendor shall utilize this section to describe their methodology in providing the assessment and recommendations. The description shall include identification of any laws, rules, guidelines or other industry best practices used by the Vendor.

Project Background and Requirements

In response to audit findings, the Employees Retirement System of Texas (ERS) desires to redesign the current Records Information Management (RIM) program to improve efficiency in managing records. The redesign will involve improvements or additions to policy, process, and automated solutions specific to the needs of the ERS environment.

Access Sciences Corporation (Access Sciences) is pleased to present our approach to assess the current state of records and information governance at ERS and identify a path forward approach to achieve the objectives of the RIM program redesign.

Project Approach

Access Sciences will initiate this project by confirming ERS's intent for the project's outcomes. Based on this mutual understanding of intent, we will validate our approach and methodology, creating a current state Records and Information Governance (IG) assessment framework primarily based on:

- Association of Records Managers & Administrators (ARMA) The Principles® Maturity Model

- Texas statutes and rules

with consideration from:

- ISO 15489-1 (Information and documentation — Records management — Part 1: Concepts and principles)
- ISO 27001 Information Security Management

The assessment framework will be applied to the RIM Program documentation review, data gathering workshop outcomes, and the repository review to analyze the current state and develop the report of recommendations for a path forward approach to enhance and enrich the ERS RIM program.

Our approach to achieving the project requirements is described below.

Deliverable 1: Discovery and Planning

The Activities in the Discovery and Planning phase include the following:

1. Plan and Initiate Project

As an initial activity, Access Sciences will meet with the ERS project sponsor to review and confirm project roles and responsibilities, scope, success criteria, schedule, budget and project logistics. Access Sciences will conduct a project kick-off meeting to review and agree on:

- Project requirements, approach, and intended outcomes
- Project timeline and format of deliverables
- Frequency and format of project status reporting and project update report

2. Conduct RIM Program Documentation Review and Prepare for Data Gathering Workshops

- Create the assessment framework (as described in the ***Project Approach*** section above)
- Review and analyze existing RIM program definitions, governance framework, policies, processes, and records retention schedule. *The objective of the documentation review is to determine if the current RIM program is in compliance with ARMA The Principles® Maturity Model and Texas statutes and rules*
- Develop initial recommendations for in-scope policies, processes, and the records retention schedule, to be validated during later assessment activities
- Design and confirm data gathering approach and identify Subject Matter Experts (SMEs) to participate in data gathering activities. Workshops will be comprised of logical combinations of department SMEs based on similar work processes, function, or other synergies. *The objective of data gathering will be to understand how the RIM program is applied and supported in the ERS environment*



3. Plan the Approach for the Repository Review

- Define the approach and methodology for the repository review and assessment, including:
 - Identify / create tools and templates
 - Identify SMEs for targeted interviews
- Confirm approach with ERS project sponsor

4. Conduct Stakeholder Alignment Workshop

Access Sciences will conduct a stakeholder alignment workshop to review and validate:

- Discoveries made during the initial review of the RIM program that have impact to the assessment
- Assessment approach and methodology, including tools or software to be used in conducting the assessment

Additionally, Access Sciences will facilitate a discussion to understand stakeholder perceptions related to:

- Records and IG current state, vision of the desired state, and perceived obstacles to achieve the desired state
- Value of the RIM program and IG to the organization
- Records and information-related challenges at ERS
- ERS culture and ways of working
- Success factors for enterprise-wide initiatives

Deliverable 2: Conduct an Assessment

With stakeholder agreement on the assessment framework and approach, Access Sciences will conduct the RIM program assessment. Activities within this project phase include:

1. Conduct the Repository Review and E-records Assessment according to approach and methodology agreed to in the Stakeholder Alignment Workshop
2. Conduct Data Gathering Workshops with SMEs

Access Sciences will conduct up to eight data gathering workshops. Topics in these workshops include:

- Perceptions of RIM program implementation, effectiveness, successes, and areas to improve
- To the extent possible, follow up on department-specific questions from the repository review (e.g., vital record status; PPI; etc.)

3. Analyze Findings and Develop Recommendations

- Develop preliminary recommendations based on learnings from the repository assessment, data gathering workshops, and RIM program documentation analysis
- Review preliminary recommendations with ERS project sponsor

Deliverable 3: Report and Presentation of Assessment with Recommendations

Access Sciences will deliver a final report and presentation of assessment findings and recommendations. Activities in this phase include:

1. Deliver the Assessment Report

- Incorporate feedback based on review of preliminary recommendations with the ERS project sponsor

- Create and deliver the assessment report according to agreed format and criteria
2. Deliver Presentation of Recommendations
- Prepare presentation and review with the ERS project sponsor and gain agreement
 - Deliver presentation

STAFF CAPABILITIES

Vendor should use this section to describe the staff assigned to the services and their qualifications.

ERS requires the following qualifications for staff assigned to the project:

- 5+ years of experience working with Records and Information Management
- 3-5 working with governmental agency

ERS prefers the following qualifications:

- Certified Records Manager (CRM)
- Certified Information Professional (CIP)
- Information Governance Professional (IGP)
- Masters in Information Science

Individuals with these qualifications must be assigned to work primarily on this project. Vendor will provide names, professional qualifications, and demonstrated experience for all persons assigned to perform the work at time of proposal submission.

The Access Sciences project team will be comprised of a Project Manager and Business Analyst, with a Quality Lead providing direction on methodology and deliverables.

The table below describes Access Sciences project roles and responsibilities:

Access Sciences Role	Responsibilities
Project Manager	<p>Act as primary point-of-contact between project team and ERS. Plan and direct the work of project resources and ensure quality for project deliverables</p> <p>Lead development of the assessment strategy and framework</p> <p>Provide project status report and manage project according to budget, timeline, and scope</p> <p>Lead the stakeholder alignment workshop and SME data gathering workshops</p> <p>Lead effort to compile and analyze findings and present final recommendations</p>
Business Analyst	<p>Lead the repository review and e-records assessment</p> <p>Lead the RIM documentation review and assessment</p> <p>Contribute to report and presentation of findings and recommendations</p>
Quality Lead	<p>Participate in stakeholder alignment workshop, critical project deliverable reviews, and key project milestone reviews</p>

The table below describes the ERS project roles and responsibilities:

ERS Role	Responsibilities
Stakeholders	Participate in Stakeholder Alignment Workshop and presentation of findings Share perspective of current and desired states and ERS culture and ways of working
Project Sponsor	Serve as primary point of contact for the Access Sciences project team Confirm project scope and desired outcomes Identify SMEs for data gathering workshops and schedule workshops Provide access to required information, systems, and sources
IT Representatives	Participate in data gathering workshops Provide access to systems and data as needed to conduct the e-records assessment
Approver	Review and approve deliverables
SMEs	Actively participate in data gathering workshops <i>Characteristics of SMEs include:</i> <ul style="list-style-type: none"> • Knowledgeable about work processes and content generated and received by their group • Understand information exchanges with other groups and between external parties • Able to articulate how users within the group describe and search for information • Able to speak for all members of the group regarding sensitive content and security requirements and local terminology

Please see **Appendix C** for representative Access Sciences resource qualifications experienced in successfully delivering work as described in this SOW. Actual project team assignments will be dependent on the timing of the ERS project kickoff and Access Sciences resource availability.

VENDOR RESPONSIBILITIES

When providing services to ERS under this Statement of Work, Vendor's staff shall adhere to the standards of conduct outlined by the CRM, CIP and IGP, as applicable to their certification(s).

SERVICE CAPABILITIES

Vendor should use this section to describe the services to be provided.

The table below lists our capabilities and experience providing similar services for governmental organizations. It is not a comprehensive list of all our experience performing assessments for government entities but is instead intended to demonstrate the breadth of our experience at local, state, and federal levels and across geographies.

For over 35 years, we have performed comprehensive current state assessments, RIM / IG program maturity assessments, and targeted system / process health assessments. In all cases, we take a standards-based and industry best practices approach, incorporating the appropriate ISO standards, ARMA Maturity Model, Sedona Guidelines, applicable regulations, and client-specific operational requirements and culture. We deliver realistic recommendations and roadmaps, achieved at a sustainable pace, and fit-for-purpose based on the objectives, regulatory and operational environment, and desired maturity of our clients. There is no one-size-fits-all when it comes to actionable recommendations!

Please see Appendix D for detailed descriptions of two of these projects.

Organization	Location	Category	Services Performed
Brownsville Public Utility Board	Brownsville, TX	Utility	ECM Assessment and Recommendations
City of Seattle	Seattle, WA	City	ECM Assessment and Recommendations, Strategy, M365 and RecordPoint Technology Assessment
City of Austin Convention Center	Austin, TX	City	M365 GCC Strategy, Architecture, Implementation, Training & Communications
Denver Metro Wastewater	Denver, CO	Utility	Records Management System Assessment and Recommendations
Electric Reliability Council of Texas	Austin, TX	System Operator – reports to the Texas Public Utility Board	Enterprise Taxonomy, Information Governance Coordinator Network Assessment and Strategy
Harris County	Houston, TX	County	ECRM System Requirements and Vendor Selection, Retention Schedule Development

SOW for Records & Information Governance Assessment



Organization	Location	Category	Services Performed
Louisiana Department of Environmental Quality	Baton Rouge, LA	State	EDM System Requirements, Architecture, Implementation and Records Center Operations
Louisiana Department of Health – Engineering Services	Baton Rouge, LA	State	EDM System Assessment, Requirements, and Implementation
Louisiana Department of Transportation and Development	Baton Rouge, LA	State	EDM System Architecture, Implementation, Change Management
Northeast Ohio Regional Sewer District	Cleveland, OH	Utility	ECM Requirements Analysis
Portland Bureau of Transportation	Portland, OR	State	RIM System Assessment, Requirements, Information Architecture, Governance, Training & Communications
Seminole Nation	Hollywood, FL	Federal	Enterprise Taxonomy Strategy
Teacher Retirement System of Texas	Austin, Texas	State	M365 Requirements, Architecture, Implementation, Change Management, Governance

Note: ECM = Enterprise Content Management, EDM = Enterprise Document Management, ECRM = Enterprise Content and Records Management

PRICING

The pricing listed below includes all the SOW costs – add lines, if necessary, for costs, which should be considered, but are not listed in the table. Finally, these are fixed-fee, total, and complete costs to deliver the services described in the SOW.

Description	Cost
Deliverable 1 – Discovery and Planning	\$25,700
Deliverable 2 – Conduct Assessment	\$38,080
Deliverable 3 – Report and Presentation of Assessment and Recommendations	\$11,140
Additional costs not outlined above	\$0
Total – Entire Project	\$74,920



CHANGE REQUESTS

ERS and Vendor are committed to completing this project on time and within budget. All scope changes must be reviewed by both ERS and Vendor as soon as possible, but at least by the next status update meeting. The following outlines the change request procedure:

1. ERS and Vendor will discuss the change request and mutually agree on the scope of the change.
2. ERS and the Vendor's representative will document the change.
3. The Vendor will determine the impact to the schedule and cost impact, if any.
4. ERS and Vendor will make an addendum to the Statement of Work/contract.
 - The Vendor and ERS will sign the change request, which contains the information listed in steps 1-4 above.
 - Change orders and corresponding amendments will be submitted to DIR for their review and approval. An amendment to the SOW will hold the highest order of precedence in the SOW.
 - ERS will execute the Purchase Order Change Notice (POCN) to the purchase order.

POINTS OF CONTACT

The contact for this SOW solicitation will be the IS Administration section; they can be contacted at issow@ers.texas.gov.

After award, contract communications for this SOW must be directed to the ERS Contract Manager:


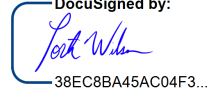
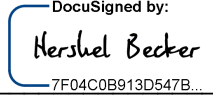
Andrew Glass
200 E. 18 Street, Austin, Texas 78701
(512) 867-7310
andrew.glass@ers.texas.gov

After award, the work under this SOW must be coordinated with the ERS Records and Information Management Officer:

Andrew Glass
200 E. 18 Street, Austin, Texas 78701
(512) 867-7310
andrew.glass@ers.texas.gov



SIGNATURES / ACCEPTANCE

<p>Accepted by: Access Sciences Corporation</p> <p>Signature:</p>  <hr/> <p>Print Name: Sondra H. Ludwick</p> <p>Title: Vice President</p> <p>Date: <u>June 29, 2023</u></p> <p>DIR Contract #: DIR-CPO-4930</p>	<p>Accepted by: Employees Retirement System of Texas</p> <p>Signature:</p>  <hr/> <p>Print Name: Porter Wilson</p> <p>Title: Executive Director</p> <p>Date: <u>6/30/2023</u></p>
	<p>Accepted by: Texas Department of Information Resources</p> <p>Signature:</p>  <hr/> <p>Print Name: Hershel Becker</p> <p>Title: Chief Procurement Officer</p> <p>Date: <u>7/17/2023 5:53 PM CDT</u></p>

Appendix A – Report Requirements
Appendix B – Statutory Requirements

Exhibit A – Nondisclosure Agreement
Exhibit B – Business Associate Agreement
Exhibit C – Data Security and Breach Notification Agreement

APPENDIX A – REPORT REQUIREMENTS

REPORT AND PRESENTATION

To support the scope of this statement of work, ERS will receive a Vendor-developed custom report on the assessment of the current ERS records management program. This report will provide the conclusion/results of the Vendor assessment, incorporating industry best practices, process and software recommendations, and aligned with ERS culture and style.

The report will outline recommendations to improve ERS specific policies, procedures, data management across assessed repositories, estimated timelines to implement recommendations based on industry best practice, and recommend methods of implementation and training. The report and all presentations will be given in a format acceptable to ERS and should reflect:

- Current ERS compliance to statutory requirements.
- Identification of ERS specific requirements needed for implementing an Information Governance Program charter.
- Identify improvements for ERS specific model according to the ARMA Principles and Texas statute governance.

Policy/Process Recommendations:

- Information Governance Program recommendations for:
 - Standardization of repository management
 - Process/Policy improvements
 - Retention Schedule Revisions
 - Standardization of categorization and taxonomies
 - Staff Roles to support policies and processes
 - Identifying which repositories would best support the standardization of recommended categorization and taxonomies.
- Recommendations for ERS to support their specific internal RIM Program assessment process.

ASSESSMENT

- Outline of methodology used for conducting the assessment to include any tools/software that will be used.
- Rough estimates of estimated time to conduct the assessment on the repositories named in Deliverable 2.
- Assessment of policies, processes and statutory requirements, if any, for repositories named in Deliverable 2.

ELECTRONIC RECORDS ASSESSMENT

- Identify and document record formats, types, and current categorizations of data stored within assessed ERS repositories
- Storage locations (limited to in-scope repositories listed on page 4 of this SOW)
- File organization
- ERS Special information/data characteristics
- Managing multiple data types/categories such as:
 - Active and Inactive data
 - Archival data
 - Data Duplication

SOW for Records & Information Governance Assessment



- Disposition
- Legal Hold
- Records Retention
- Possible software solutions to integrate with ERS specific repository use for managing records.

PRESENTATION:

Assessment shall include methodologies, options, solutions, and timeline(s) for assessment approach. It will also include rough-order-of-magnitude (timeline) and associated risk(s) with mitigations for the assessment.

Recommendations shall include specific to ERS recommended solutions, methodologies, options, timeline(s), rough-order-of-magnitude cost, and associated risks with mitigations for ERS to consider when applying recommendations to the agency.

APPENDIX B – STATUTORY REQUIREMENTS

- Texas Government Code Executive Branch Subtitle D. History, Culture, and Education Chapter 441 Libraries and Archives Section 441.183 (2)
 - Sec. 441.183. RECORDS MANAGEMENT PROGRAMS IN STATE AGENCIES.
The agency head of each state agency shall:
 - (1) establish and maintain a records management program on a continuing and active basis;
 - (2) create and maintain records containing adequate and proper documentation of the organization, functions, policies, decisions, procedures, and essential transactions of the agency designed to furnish information to protect the financial and legal rights of the state and any person affected by the activities of the agency;
 - (3) make certain that all records of the agency are passed to the agency head's successor in the position of agency head;
 - (4) identify and take adequate steps to protect confidential and vital state records;
 - (5) cooperate with the commission in the conduct of state agency records management surveys; and
 - (6) cooperate with the commission, the director and librarian, and any other authorized designee of the director and librarian in fulfilling their duties under this subchapter.

Added by Acts 1997, 75th Leg., ch. 873, Sec. 1, eff. Sept. 1, 1997.

- State Agency Bulletin 1: Electronic Records Standards and Procedures: <https://www.tsl.texas.gov/slrmpubs/bulletin1>
- ISO 15489-1 Information and documentation — Records Management; and
- ISO 27001 Information Security Management.

APPENDIX C – ACCESS SCIENCES STAFF CAPABILITIES

Ashley Schilling – Project Manager

Ashley Schilling works with a variety of clients, ranging from government entities to the energy industry, to enable them to transform their information and systems into meaningful assets. Ashley brings a strong collaboration of technical and business skills. She is equally adept at translating complex business processes into detailed technical designs and specifications.

Ashley's areas of expertise include custom coding, database analysis and implementation, and enterprise content and records management solution configurations and customizations.

CORE COMPETENCIES

- Enterprise Content Management
- Process Analysis & Design
- Process Improvement
- Standards, Policies, and Controls
- Project Management
- Technology Governance Design
- Technology Support Model
- Test Automation
- Test Planning & Coordination
- Change Management
- Information Governance & Compliance
- Communication & Collaboration
- Technical Training and Adoption
- IT Strategy & Execution

PROFESSIONAL ACCOMPLISHMENTS

For a state government agency:

- Lead the project team for implementation of an agency-wide Records and Information Management (RIM) program based on the results of an assessment and roadmap design project previously conducted by Access Sciences
- Project consisted of four phases:
 - Phase I - Updating RIM policy and procedure documentation; reviewing and recommending retention schedule changes; and developing agency file plan
 - Phase II - Integrating agency into the statewide ECRM application offered by the Office of Technology
 - Phase III - Centralizing imaging operations and managing physical record life-cycle
 - Phase IV - Developing public portal to provide access to all records that can be processed through a public records request
- Plan project activities according to project scope, timeline, and budget
- Direct the work of and supervise project personnel
- Administer the contract, including invoicing, contract monitoring, change management, and dispute resolution?
- Plan and execute project communications, including communication with agency and other contractors, and plan and conduct project meetings and training sessions?
- Maintain project records?
- Prepare deliverables, including the Project Management Work Plan, Monthly Progress Reports, and Year-End Summary and Goals Report?
- Optimized resources to bring about cost savings for agency



For a government agency:

- Developed standards, processes, and implementation designs for an agency wide Pertempo solution using SharePoint 2013
- Site design and implementation based on pilot groups
- Provided ongoing expert advice for design concerns through implementation
- Rigorous testing of Content Type Hub and Records Retention policies
- Design, development, and delivery of administrator training
- Onboarding and training of project analysts

For a government agency:

- Performed organization-wide requirements gathering, 72 sessions with 210 attendees, stakeholder alignment, to facilitate selection and implementation of an ECMS for all records and information.
- Developed evaluation criteria, recommendations, road map, and implementation plan

For an oil and gas services company (SharePoint 2013):

- Project manager and implementation lead for a Pertempo solution using SharePoint 2013
- Data gathering and analysis, including corporate and field operations
- Server setup and installations (SQL Server and SharePoint 2013)
- Site design and implementation (including Content Type Hub, Records Retention policies, and PowerShell automation scripts)
- Development of a faceted companywide taxonomy
- Tech Lead of the migration team overseeing successful migration using ShareGate.
- Design, development, and delivery of administrator and end-user training

For a US port agency:

- Analyzed multiple disparate information systems and processes supporting asset management for the National Housing Initiative; reconciled data across Maximo, Oracle Fixed Assets and proprietary systems; and provided recommendations on system, process and data improvements to enable system integration and provide enterprise-wide asset visibility.
- Performed asset management requirements analysis and infrastructure assessment encompassing IBM Maximo, MS Great Plains, ESRI ArcGIS and Prophix. Designed an 'escrow' database for aggregation of asset information to support asset management decisions through aggregation, KPI trend analysis and metrics reports.
- Developed and deployed a standalone, asynchronous application to support collection and input of asset condition field data that exported data to be ingested into the asset management system, Maximo.
- Created auto uploads using SSIS and performed metric reporting/KPI analysis on aggregated data

For a government entity:

- Developed a custom Asset/Equipment enrollment software with automated import/export to Maximo
- Facilitated and performed multiple vendor evaluations and pilots for a comprehensive asset management system
- Identified and documented process changes in support of consolidated system recommendations and identified alternative customizations to Maximo to enhance asset visibility and maintenance
- Mapped existing data for upload to new proprietary software
- Reverse-engineered multiple databases to create a mock database to house relevant data

SOW for Records & Information Governance Assessment



- Normalized, consolidated, and validated data across inter-linked systems
- Identified database design and synchronization changes to better utilize and present data based upon current business requirements

EDUCATION

Bachelor of Science with Honors, Computer Science – Business (Accounting minor), University of Houston

PRESENTATIONS

Hindsight 20/20: ECM Implementation - Formula For Success - MER Webinar Series – May 2020

SKILLS AND CERTIFICATIONS

- OpenText Livelink, Content Server, Extended ECM for SharePoint, Object Importer
- Access, Oracle, SQL Server
- ASP.NET, C, C#, C++, Tcl/Tk, VBA, PowerShell
- IBM Maximo, TRIRIGA
- HP ALM, Test Automation Suites
- Office 365 (including SharePoint), SharePoint 2013, 2010, MOSS, & SharePoint Designer, Nintex (Workflows and Forms), ShareGate
- Agile, Waterfall, and Hybrid Lifecycle Management

Tina Gibeson – Project Manager

Tina Gibeson has been with Access Sciences since 2015.

Tina's responsibilities as a Project Manager for a large state agency has included all aspects of records lifecycle management, procedure development, agency records training, as well as development and implementation of the agency's retention schedule and imaging exception in compliance with all applicable federal, state, and industry-specific laws. In addition, she coordinates fulfillment of complex public records requests, subpoenas and eDiscovery requests with the agency's legal division and other state and public entities.

CORE COMPETENCIES

- Information Governance & Compliance
- Records Management
- Communication & Collaboration
- Process Improvement
- Content Analysis & Classification
- Strategy & Execution
- Management Plans
- Team Management
- Retention Schedule Development
- Training Development
- Public Records Requests
- Data and File migration

PROFESSIONAL ACCOMPLISHMENTS

For a government state agency:

- Supervised the RM compliance function and public records center for a large state agency
- Researched and developed records retention and destruction schedules in accordance with federal and state laws, as well as regulatory requirements of State Archives
- Coordinated fulfillment of complex public records requests, subpoenas, and discovery requests with the agency's legal team and division subject matter experts
- Collected and reported performance metrics to monitor and measure records related activities
- Crafted integrated RM policy, providing framework to ensure that all aspects of program are in compliance with state and federal regulations and best practices
- Certified agency records in accordance with established procedures and delegations; provided sworn affidavit and RM-related deposition support in matters of records authentication
- Managed and arranged the disposition records, including liaising with State Archives and other regulatory entities to ensure compliance with all applicable laws and standards
- Provide technical input and opinions on bills pending before the legislature and their potential input on agency RM operations
- Research, update, and maintain the agency's imaging exception, allowing for the disposal of paper records once they have been converted to digital form
- Reviewed existing policies and procedures for opportunities to address RM activities and consult with groups developing or revising their policies and procedures.
- Maintained knowledge of laws, literature and publications that address records access, and conducting legal research necessary to stay current with amendments and exemptions to the public records law

For an R1 Research University:

- Supervise and mentor students in the fulfillment of the internship requirement for the Records and Information Management Certificate
- Teach Information Governance, a core course of the RIM Certificate Program



EDUCATION

Doctor of Philosophy, Musicology, Louisiana State University
Master of Library and Information Science, Louisiana State University

SKILLS AND CERTIFICATIONS

Certifications:

Certified Records Manager (CRM), Institute of Certified Records Managers (2018)

Recent Presentations:

Co-Presenter, "Streamline Access to Public Records with a Modern EDMS," ARMA International, InfoCon 2021, October 2021.

Co-Presenter, "The New EDMS: System Overview and Use," Louisiana Air & Waste Management Association Conference, Baton Rouge, LA October 2021.

Lead Panelist, "RIM Program Basics: Core Elements of Implementing a Successful Records and Information Management Program," AMRA Baton Rouge Lafayette Chapter Meeting, January, 2021

Presenter, "Searching DEQ's Electronic Document Management System (EDMS)," Louisiana Solid Waste Association Conference, Lafayette, LA, March 21, 2019.

Professional Affiliations:

ARMA International (2015 to present)

Board Member, Lafayette Baton Rouge ARMA Chapter, 2015 to present (current: Chapter President)

Brandi Ausler – Business Analyst

With more than 10 years of change management experience leading initiatives of diverse types, magnitudes and impacts, **Brandi Ausler** is highly organized, and results oriented. As a Prosci certified change practitioner, Brandi is knowledgeable in the widely used change management methodology, ADKAR, and experienced in analyzing, developing and implementing strategies to lead change, communications and training initiatives. She is also skillful in recruiting, upskilling and managing teams.

Brandi is genuinely enthusiastic about helping people feel comfortable with change and obtaining goals. Her background with change and project management along with foresight, experience and creativity and real-world knowledge help craft solutions that aid organizations in achieving their desired outcomes.

CORE COMPETENCIES

- Change Management
- Project Management
- Stakeholder Management
- Strategic Communication
- Leadership coaching and engagement
- Workshop Development and Facilitation
- ERP System Implementation
- EHS Management System Implementation
- SharePoint Development
- Instructional Design (Training Development)
- Training & Documentation
- SharePoint Administration

PROFESSIONAL ACCOMPLISHMENTS

For a state government agency:

- Provided change management, training, and testing support for implementation of an agency-wide Records and Information Management (RIM) program based on the results of an assessment and roadmap design project previously conducted by Access Sciences
- Project consisted of four phases:
 - Phase I - Updating RIM policy and procedure documentation; reviewing and recommending retention schedule changes; and developing agency file plan
 - Phase II - Integrating agency into the statewide ECRM application offered by the Office of Technology
 - Phase III - Centralizing imaging operations and managing physical record life-cycle
 - Phase IV - Developing public portal to provide access to all records that can be processed through a public records request
- Implemented change management strategy for the project based on the Prosci™ ADKAR model
- Developed and executed communication plan for internal and external users
- Lead the design and development of documentation and training materials
- Created end user guidelines
- Developed test scripts and use cases of complex modules; contributed to the requirements documentation and test design for all phases of testing
- Coordinated end user testing and functionality sign-off

For a global multinational sustainability consultancy:

- Program and change managed an enterprise-wide, global scale, 7 work-stream HR operations and employee culture transformation program.
- Served as Global Technical Community lead for the Change and Transformation practice, responsible for increasing employee engagement.



- Led change management strategies and related communications for digital security enhancements for a large oil & gas company and its joint venture partners.
- Coached leadership in change management principles and practical application.
- Performed strategic analysis and quality control on compliance and training related programs, including required document identification.
- Oversight and management of executive briefs.
- Development of interactive e-learning courses using adult learning methodology.
- Project managed and led change and communications strategies for multiple engagements including ERP system implementations and upgrades, EHS software and management systems implementations, migrations and upgrades.
- Managed projects to ensure completion of deliverables, on time, on budget and within scope.

For a global oil and gas company:

- Supported the launch of a business readiness framework to aid the secure and efficient deployment of new products.
- Collaborated with multiple stakeholders and resources to launch new services and refresh existing services which allowed employees to conduct business with external parties faster while maintaining information and financial security.
- Engaged, advised and coached senior business leaders and project teams on approaches to change management and communication activities.
- Developed and led change management activities, engaging with executive sponsors, business leaders, business partners and vendors ensuring that appropriate tools and methods were applied.
- Engaged with leadership and business partners to enhance security for external information sharing, avoiding trading impacts and risks of reputational damage while ensuring business continuity.

For a domestic oil and gas processor:

- Organized and moderated quarterly employee meetings including all executive staff – webcasts and in person with local governmental officials.
- Ensured content, design and function of internal and external websites contained accurate content and upheld the brand and image.
- Developed social media strategies to advance the brand and reputation, monitored messaging accuracy, response and strategy efficacy.
- Developed presentations and training materials for Public Affairs owned tools and initiatives such – Consiva Matching Gifts and American Heart Walk fundraising initiatives.
- Created corporate Public Affairs policy to establish a foundation for the role of the group, educate employees and provide guidance on when to engage the group for assistance on communications needs.
- Provided consult to business groups and made recommendations on communications plans and channels.
- Lead oversight of vendor contract and employee catalog management – including Cintas and Consiva.

EDUCATION

Colorado Technical University – Associates, Business Administration

SKILLS AND CERTIFICATIONS

- Prosci certified change manager

Stormi Verret – Business Analyst

Stormi Verret has been with Access Sciences since 2021.

As a Consultant on an engagement for a large government state agency, she has experience in policy and procedure development, records lifecycle management, imaging services, communications, training design and delivery, and website design and maintenance.

CORE COMPETENCIES

- Information Governance & Compliance
- Records Management
- Process Improvement
- Strategy & Execution
- Data and File migration
- Content Analysis & Classification
- Document Management
- Scheduling & Logistics
- Records Retention Schedules
- Training Development/Delivery
- Communication & Collaboration
- Communications Plans

PROFESSIONAL ACCOMPLISHMENTS

For a government state agency (Project Duration: 2021 - ongoing; Project Role: Records Analyst)

- Updated and maintained Standard Operating Procedures for RM program
- Created and implemented testing, training and communication plans for releases of major and minor upgrades to an Electronic Document Management System
- Developed and expanded an RM Coordinator network with members from each client division, providing training and soliciting feedback on RM processes and projects from network
- Created electronic, video and print training materials and provided interactive training for team members and client on a range of RM and professional development topics
- Designed fact sheets, handouts, training/instructional guides, signage and special materials
- Designed and provided content for RM Intranet and Internet pages
- Created communications plan and publicized RM events and policies with press releases, magazine articles, global e-mails, and brochures, both to the client and to the public
- Completed document corrections received via the agency tracking database, ensuring that requests are handled promptly. Reporting trends and issues/concerns to Project Manager and/or Records Manager.

EDUCATION

Master of Library and Information Science, Louisiana State University

SKILLS AND CERTIFICATIONS

Certified Records Manager (CRM), Institute of Certified Records Managers (2022)

Tim Staggs – Business Analyst

Accomplished, results-oriented information management professional with extensive experience in project management, process improvement, staff management and document scanning. Adept in leading multi-leveled projects from start to finish with focus on quality and deadlines. Skilled in writing procedures or updating existing procedures to create a strong foundation. Knowledgeable in records management operations such as storage, at a box and file level, and all that pertains including change of custody. Experienced in training and coaching in all aspects of records management. Extensive expertise in people management in records management roles. Expert in workflow design to minimize operational friction to process as efficiently as possible.

CORE COMPETENCIES

- Records Management
- Process Improvement
- Information Governance
- Enterprise Content Management
- Project Management
- Document Management
- Strategy and Execution
- People & Team Development
- Change Management
- Servant Leadership
- Kofax Capture
- Imaging Operations

PROFESSIONAL ACCOMPLISHMENTS

For a state government agency:

- Provided Records Management support for implementation of an agency wide Records and Information Management (RIM) program based on the results of an assessment and roadmap design project previously conducted by Access Sciences
- Project consisted of four phases:
 - Phase I - Updating RIM policy and procedure documentation; reviewing and recommending retention schedule changes; and developing agency file plan
 - Phase II -Integrating agency into the statewide ECRM application offered by the Office of Technology
 - Phase III - Centralizing imaging operations and managing physical record life-cycle
 - Phase IV - Developing public portal to provide access to all records that can be processed through a public records request
- Developed enterprise indexing strategy (file plan)
- Reviewed and recommended changes to agency retention schedule
- Developed records life-cycle management processes
- Managed records in compliance with laws and standards
- Developed active and inactive records best practice procedures

For a large financial services company:

- Led two teams who confirmed all documents were received and executed based on loan requirement and releasing of collateral as loans were satisfied. Loan documentation was scanned and stored in an in-house built ECM platform and filed in open shelving.
- Supported the in-house build, design, implementation, and on-going updates to the ECM platform. Contributed to workflow design, user testing and staff training. Developed procedures for new system



and worked closely with the technology team to rectify any known issues with the system and potential upgrades.

- Managed the movement of over two million records from one office space to another. Files were organized by loan number and used a third party to move the files over a weekend. It was imperative that the files were placed on the right shelf and in the right order.

For multiple oil and gas companies:

- Led a records consolidation project that required traveling to many sites domestically and gathered documentation to be shipped to a central team who indexed and filed the records. Trained team on document indexes and document storage.
- Managed the upstream, division order and corporate records team and developed chain of custody procedure to audit systems and processes and ensure files were accounted for on an ongoing basis.
- Revamped indexing processes that had no oversight for years. Reduced index fields by 90% increasing processing time and efforts.
- Provided oversight in moving 70,000 boxes from one warehouse to another within timeframe.
- Began a scanning initiative that fell within the normal daily processing, mitigating the cost of a full scanning initiative.
- Managed the Data Transformation team. Participated in the procurement of 300 PPM scanner, trained the team, and led the effort to prepare and scan over 5000 boxes in under 12 months.

For a natural gas storage company:

- Created AD Security Groups after performing an analysis of current security levels and recommending immediate changes for security reasons
- Developed a compliance calendar, compliance task assignments and procedures and organized digital compliance records
- Researched and recommended an Enterprise Resource Planning (ERP) platform based on requirements and coordinated vendor demonstrations

EDUCATION

- Lone Star College
- Python (Intermediate)

PROFESSIONAL MEMBERSHIPS & AFFILIATIONS

- ARMA – Association of Records Managers and Administrators

Glenn Frederickson – Director of Records Management Operations & Project Quality Lead

Glenn has been with Access Sciences since 2007.

With more than 30 years of experience, Glenn has a track record of leading large teams in assessing of business needs, developing information technology strategies, outlining business process improvement initiatives and implementing enterprise-wide solutions. Glenn has established a strong foundation in helping state agencies develop and continue to improve their records and information management programs.

Glenn's computer science background along with his experience in state government enables him to design and build technology and business process solutions that balance compliance requirements, user needs, and access to public records.

CORE COMPETENCIES

- Account Management
- Project Management
- Team Building
- Strategy & Execution
- Enterprise Content Management
- Process Improvement
- Test Planning & Coordination
- Records Management
- Communication & Collaboration
- Content Analysis & Classification
- Information Governance & Compliance
- Content Analysis & Classification
- Problem Solver

PROFESSIONAL ACCOMPLISHMENTS

For a government State agency:

- Responsible for client-based service engagements for Louisiana State Government clients. This includes managing client and partner relationships, monitoring scope and contract performance, performance quality assurance, training and team coordination, and follow-up
- Responsible for new business development, information consulting, project planning and management, staff development, and staff and client training

For a government State agency

- Access Sciences has been contracted with the agency since 2004. The goal of this contract is to provide compliance with federal and state law and applicable standards. The objectives to be achieved through the contract in order to attain this goal include:
 - Active and inactive records management
 - Policy development
 - Training
 - Technology support
 - Scanning/imaging support
 - Continuous improvement
- Lead project team responsible for supporting a major state agency Records Management program
- Developed a cutting-edge portal that allows the public to search, display, print, and download agency documents, drastically reducing agency personnel from having to respond to Public Records Request. The public portal used to access agency documents was used by agency personnel during the COVID crisis allowing agency personnel working from home to access the records needed.



- Automated process to notify users; both public and internal; when documents are added to the repository that meet their selected criteria
- Improved document scanning/import management, allowing for standardized classification and use of automated indexing of documents
- Provide records management solution for disposition of records, including obtaining recognition from State Archives of electronic repository as copy of record; allowing disposing of paper documents after being scanned
- Implemented technology in agency document workflow along with integration with other applications, reducing agency paper document processes by 50%; saving the agency in resource cost and disposal of physical documents
- Developed Records Management Coordinators network; made up of representatives from all agency departments; that meet on a quarterly to discuss issues, challenges and enhancements to the records program
- Report quarterly to the agency Undersecretary: Team Accomplishments, Next Quarter Activity, Public Portal Usage (number of users, page views, sessions – by city, state and country), Public Record Request fulfilled, and number of documents/pages added to document repository (paper vs. electronic)

Prior to joining Access Sciences (22 years)

- Mortgage Lending Company – 11 years - Software Development Manager/ Business Technology Director/ Vice-president Enterprise Support
 - Reported to CIO and had responsibility for managing a staff of up to 60 people who provided the IT interface for all business units. Responsible for day-to-day IT application support and assuring systems were operational across the organization, including 45-60 branch offices across the country.
- Governmental Software Development Company – 9 years – Software Specialist/ Project Manager/ Regional Account Manager
 - Reported to the Vice-president of Professional Services and was responsible for Management of regional staff for development, scheduling and implementation of contract deliverables, software specifications, system modifications, and required consulting/technical services for governmental clients.
- Local School Board – 2 years – Programmer/Analyst
 - Performed program modifications, oversaw computer operations, and monitored data communications in a mainframe environment. Developed grade reporting application for Local Community College, as well as, software for Accounts Payable and Payroll.

EDUCATION

Bachelor of Science, Computer Science, Nicholls State University

SKILLS AND CERTIFICATIONS

Presenter ARMA InfoCon 2021 – Streamline Access to Public Records with a Modern EDMS

APPENDIX D – ACCESS SCIENCES DETAILED PROJECT DESCRIPTIONS

TEXAS TEACHER RETIREMENT SYSTEM (TRS) – AUSTIN, TEXAS

Pre-Project Challenges

Electronic records were primarily decentralized and stored in Outlook and network drives maintained by individual end users. The unstructured repositories housed approximately 12.41 TB of data. There were a limited number of centralized repositories at the division/department level and no standardization in how those repositories were organized.

Employees were concerned about change and the move to a centralized repository. The project team had to manage employee expectations and allay fears.

Request

The goal was to establish the same level of control over electronic records as existed for paper records. TRS determined the best way to do accomplish this goal was to establish and manage standardized electronic records and information repositories in SharePoint.

Access Sciences developed a standardized records management process for electronic records to improve compliance and ease the burden from information management policies. By consolidating content repositories, risk associated with managing records was reduced and search was improved.

Key activities included:

- Built, designed, and developed technical information architecture
- Installed harmon.ie for moving emails to appropriate SharePoint libraries
- Developed training curriculum for Trainers to conduct hands-on classes for end users and power users

Our technical approach was coupled with a user-centric change management approach that included a communications plan, training plan and custom training by role, and a plan to continuously drive adoption through reinforcement.

Outcome/Results

- Performed content analysis on departments and subsites (35 departments and 35 subgroups)
- Created enterprise taxonomy
- Tagged content with metadata prior to the migration
- Migrated content using Metalogix
- Enabled a robust search

Detailed Description of Services Delivered

This project delivered a fully configured SharePoint record and information management program design, development, and deployment with end user adoption. The project was completed in two phases, with the bulk of the detailed technical work completed in Phase 2.

Phase 1:

Phase 1 included an information architecture taxonomy assessment. The activities Access Sciences resources were responsible for included:

- Taxonomy and Information Architecture
- Sizing and Scaling Analysis
 - Conducted content analysis to determine appropriate libraries and sites needed for production (PROD) environments
 - Reviewed existing information governance and records management roles, responsibilities, policies, practices, processes, procedures, reporting, forms, and systems documentation
 - Created and configured content type hub with content type policies in place

Phase 2

In this phase, Access Sciences applied the taxonomy developed in Phase 1 to support the retention policies configured on the SharePoint libraries.

- Paperless and Electronic Documents
 - Interviewed key stakeholders, subject matter experts, and end users to gather requirements for a paperless and electronic storage environment
- Quality Assurance, User Acceptance Testing, and Production Rollout
 - Created Quality Assurance (QA) and User Acceptance Test (UAT) Plan
 - Developed training plan and site for end users
 - Developed job aides for end users covering basic SharePoint skills
 - Conducted train the trainer for end user training courses and materials
 - Developed a communication plan and customized training plans to engage end users, determine areas for reinforcement, and drive solution adoption
- Content Migration
 - Developed content migration plan
 - Created content migration maps
 - Deployed training on use of configured migration tools to move content from existing locations to specified repositories.
 - Migrated over 700,000 documents to target repositories using configured migration tools and scripts
- Production Rollout
 - Performed final system verification of the deployed configuration on PROD environment
 - Achieved formal sign-off of project completion and acceptance of deliverables
 - Provided end users with the information and resources needed to develop an understanding of how to use the new system
 - Provided post go-live support

**AUSTIN CONVENTION CENTER – AUSTIN, TEXAS****Pre-Project Challenge/s**

The client was not leveraging SharePoint to facilitate employee collaboration, nor to establish control over electronic records. Additionally, end users were storing information in Outlook, network drives, on desktops, and OneDrive to manage their documents. File shares contained at least 700,000 documents with a variety of file structures.

Request

The client wished to more fully utilize SharePoint to facilitate employee collaboration and establish an enhanced level of control over electronic content and records through information governance and a fit-for-purpose SharePoint solution.

Access Sciences delivered a scalable solution that utilized an intuitive site hierarchy, consistent metadata tag values with auto-population, and simple prompts for easy placement of new information. This enabled the users to sustain governance within SharePoint with a focus on finding information easily without the burden of classification and tagging of documents.

Outcome/Results

Access Sciences redesigned the client's SharePoint solution, implementing changes that reduced storage usage, enabled rapid deployment of sites using template-based standardization across the solution, provided content classification based on the way each team operated within the department, designed a site hierarchy that aligned with the way team members accessed and viewed information, completed content migration and migration training, and delivered customized end user training.

Detailed Description of Services Delivered**Phase 1**

Phase 1 included conducting stakeholder interviews to understand and confirm roles and responsibilities, scope, requirements, success factors, schedule, budget and reporting criteria. Access Sciences provided a broad content analysis at the beginning of the project with insights into the existing organization principles to gain a better understanding of the client's business vocabulary. With this, a taxonomy was developed that was used as the client's foundational framework.

Phase 2

During Phase 2, Access Sciences provided site design, build, and review. The details and activities associated with Phase 2 included:

- Setup and built SharePoint sites – Using content analyses and results of the initial design sessions, created SharePoint sites which facilitated the auto-population of a foundational taxonomy
 - Home site
 - 15 Business function sites
 - 31 subsites
- Configured Security and Permissions
- Developed and implemented enterprise and local taxonomy
 - Created and set up terms and term sets

- Assigned default values to libraries, views and content types
- Configured and setup content type hub and Records Management (CTHub)
 - Setup and configured enterprise content types, and permissions and security
 - Configured in-place records management
 - Configured and set up site policies for next stage activity
- Facilitated User Acceptance Review, Site Refinement and Quality Assurance Testing
 - Reviewed with group of select users involved in design discussions to confirm readiness
 - Provided quick tips and training regarding multiple ways to upload content and classify data using metadata
- Training
 - Developed training presentations for each user group: End User, Power User, Records Management and Admin Training

Phase 3

During Phase 3, Access Sciences performed the following activities:

- Custom Search Application
- Office 365 Labels Setup and Configuration
- Migration prerequisites (i.e., identified migration content, prepared migration sheet, and mapped metadata)
- Installed and configured Sharegate
- Defined migration batches
- Developed, mapped, and tested (execute) multiple migration scripts
- Piloted migration for business function and selected content
- Completed data validation with re-migration
- Documented migration process and best practices
- Provided training for client resources to execute additional content migrations