



Diona (US) Inc.  
925 S. Capital of Texas Highway  
Suite B-110  
Austin, Texas 78746

February 6, 2025

Crystal G Hustead  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Charleston, West Virginia 25305

Dear Ms. Crystal,

Diona (US) Inc. is pleased to submit our Technical Proposal response to the State of West Virginia Purchasing Division for the Agency, West Virginia Department of Human Services (DHS), solicitation number CRFP 0511 BSS2500000001. We understand this solicitation is to establish a contract to provide a Child Welfare Mobile Application Communication Software Solution.

Our company, Diona, is the leading provider of innovative native mobile app solutions designed specifically for health and human services agencies working to improve service delivery and engagement between agency staff and external stakeholders. We are excited by our ability to provide the Solution that will successfully address the requirements of this request for proposal, meet and exceed the needs of your BSS caseworkers and external stakeholders, and measure up to the expectations of your legislators regarding this Child Welfare Mobile Application Communication Software Solution investment.

Diona has a proven track record of successfully implementing our proposed Diona Platform and Diona solutions for agencies, enhancing their program delivery in child welfare and foster care. The Diona team looks forward to the opportunity to do the same for you.

In our detailed Technical Proposal, we have provided our response to your requirements, an overview of the Solution, and reasons why we believe the Diona approach is a superior one. Diona will help the Agency improve communications and collaboration in the delivery of foster care for West Virginia's children in the foster care system. Diona understands that time to production is a high priority on this project, and delivery time is one of our strengths and differentiators. Diona is confident our proposed approach can be delivered earlier than expected and with reduced risk to the Agency.

We are pleased to discuss this proposal further. Feel free to contact me at your convenience.

Thank you,

A handwritten signature in blue ink, reading "Neil Ramgoolam".

Neil Ramgoolam  
Director, Sales  
Diona (US) Inc.

RECEIVED

2025 FEB -6 AM 10:02

WV PURCHASING  
DIVISION

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## TECHNICAL PROPOSAL

### Response to

State of West Virginia Purchasing Division for the agency,

West Virginia Department of Human Services

CRFP 0511 BSS2500000001

Child Welfare Mobile Application Communication Software

### Submitted by:



Neil Ramgoolam  
Diona (US) Inc.  
925 S. Capital of Texas Highway  
Suite B-110  
Austin, Texas 78746  
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February 6, 2025

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Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Centralized Request for Proposals  
Info Technology

<b>Proc Folder:</b> 1574748			<b>Reason for Modification:</b>
<b>Doc Description:</b> CHILD WELFARE MOBILE APPLICATION COMMUNICATION SOFTWARE			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-12-03	2025-01-07 13:30	CRFP 0511 BSS2500000001	1

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

**Vendor Customer Code:** VS0000012614  
**Vendor Name :** Diona (US) Inc.  
**Address :**  
**Street :** 925 S. Capital of Texas Highway, Suite B-110  
**City :** Austin  
**State :** Texas **Country :** United States **Zip :** 78746  
**Principal Contact :** Neil Ramgoolam  
**Vendor Contact Phone:** 305-331-6180 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Hustead  
(304) 558-2402  
crystal.g.hustead@wv.gov

**Vendor Signature X**

**FEIN#** 46-1060965

**DATE** February 5, 2025

All offers subject to all terms and conditions contained in this solicitation



Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Centralized Request for Proposals  
Info Technology

Proc Folder: 1574748			Reason for Modification: ADDENDUM 1 TO PROVIDE ANSWERS TO VENDOR QUESTIONS
Doc Description: CHILD WELFARE MOBILE APPLICATION COMMUNICATION SOFTWARE			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
024-12-19	2025-02-06 13:30	CRFP 0511 BSS2500000001	2

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
IS

**VENDOR**

Vendor Customer Code: VS0000012614

Vendor Name : Diona (US) Inc.

Address :

Street : 925 S. Capital of Texas Highway, Suite B-110

City : Austin


State : Texas Country : United States Zip : 78746

Principal Contact : Neil Ramgoolam

Vendor Contact Phone: 305-331-6180 Extension:

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Hustead  
(304) 558-2402  
crystal.g.hustead@wv.gov

Vendor Signature X  FEIN# 46-1060965 DATE February 5, 2025

All offers subject to all terms and conditions contained in this solicitation

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## 1. SECTION 3: GENERAL TERMS AND CONDITIONS

Within SECTION 3: GENERAL TERMS AND CONDITIONS, the purpose intended is Solicitation Number CRFP 0511 BSS2500000001, Child Welfare Mobile Application Communication Software, as detailed in Diona's Proposal.

Based on the Solicitation's requirement for a software License Subscription, it is requested that Diona's Master Software License Agreement and Subscription Schedule constitute Subsequent Forms to the Agency's General Terms and Conditions and supplement the Agency's General Terms and Conditions. It is understood that they would follow the Agency's General Terms and Conditions in order of precedence. Diona believes these Subsequent Forms are a required part of the overall contract since, amongst other things, they grant the license to use the software and include details relating to software use, license grants, and licensed purpose. For your consideration, drafts of Diona's Master Software License Agreement and Subscription Schedule have been included as Attachment G. If we are fortunate enough to be selected, we would welcome your input on these Subsequent Forms.

Diona has reviewed the Agency's General Terms and Conditions and seeks clarification on 36. Indemnification (1). It is not clear to Diona what claims or losses (1) is intended to cover. If we are fortunate enough to be selected, we would welcome clarification.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of five (5) years. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for \_\_\_\_\_ years;

☐ the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.



☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☒ **Cyber Liability Insurance** in an amount of: \$1,000,000.00 per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

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**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.



**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Patricia Donaldson, Diona, Executive Vice President, Global Sales

(Address) 925 S. Capital of Texas Highway, Suite B-110, Austin, Texas 787746

(Phone Number) / (Fax Number) M: 917-865-0247 / F: 512-628-3388

(email address) patricia.donaldson@diona.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Diona (US) Inc.

(Company)

Patricia Donaldson

(Signature of Authorized Representative)

Patricia Donaldson, Executive Vice President, Global Sales February 5, 2025

(Printed Name and Title of Authorized Representative) (Date)

M: 917-865-0247 / F: 512-628-3388

(Phone Number) (Fax Number)

patricia.donaldson@diona.com

(Email Address)

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## 2. ADDENDUM ACKNOWLEDGEMENT FORM

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: BSS2500000001**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Diona (US) Inc.

 Company

Authorized Signature

February 5, 2025

Date

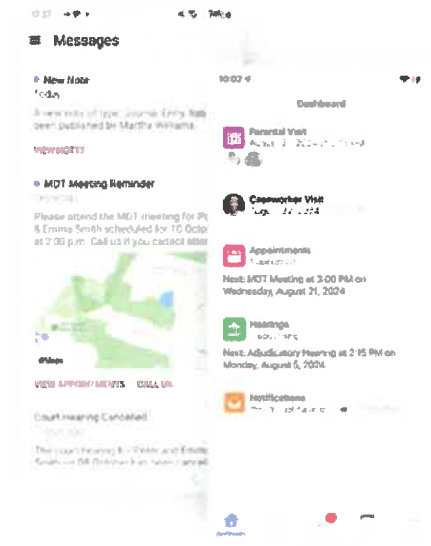
NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

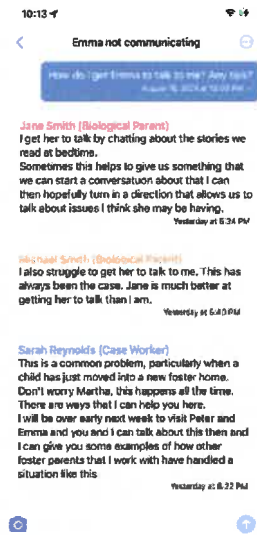
### 3. SECTION 4: PROJECT SPECIFICATIONS

#### A. 4.2 Project Goals and Mandatory Requirements

*Vendor should describe its approach and methodology to providing the service or solving the problem described by meeting the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.*

Diona understands the importance of this project and the goal to improve communication and collaboration among BSS caseworkers and the external stakeholders participating in the foster care system. Given the diverse group of external stakeholder users, secure and effective communication and collaboration are critical to the child's outcomes and in a manner that promotes appropriate levels of transparency, documenting all dialogues between the BSS caseworkers and the various external stakeholders. This is squarely what Diona's approach to the Solution will deliver for the Agency. Our approach enables linkages to specific cases and children and provides a structure that enables authorized users to search and view approved documents specific to the foster child's case for quick and easy access to critical information. To achieve the project goals in the most efficient and effective manner, our approach to the Solution is based on implementing Diona's purpose-built, commercial off-the-shelf (COTS) native mobile apps, which deliver real-time communications with the capability to send push notifications to external stakeholders and BSS caseworkers about messages, discussions, requests, forms, appointments, etc. The push notifications inform the stakeholders and caseworkers that there is something that requires their attention without the need for them to log on to become aware of these new time-sensitive communication and collaboration reach outs.





This is a superior approach when contrasted to relying on an external stakeholder or BSS caseworker to log on to a website or portal to find out if there is a notification, message, or request that promptly needs attention and action. Think of your personal life using native mobile apps on your phone where notifications are pushed down to your phone to alert you about important events such as a compromised bank account, an approaching dangerous weather event, such as a hurricane or tornado or flood, or reminders to re-certify your human services benefit program before the deadline. Without the native mobile app approach, these services require you to log on to a website, but how would you know you need to do that? That is the exposure with a portal-centric approach to a solution versus a native mobile app approach to meet the requirements of this RFP. Diona believes a foster child's care often requires a timely response, which real-time communications and collaboration using Diona's native mobile app solutions will deliver. The other advantage of

Diona's approach is the superior capabilities for offline user experience, which our native mobile apps deliver.

Another defining characteristic of Diona's approach that we believe makes it superior is that our approach is a product approach. The Diona mobile apps are true, fully configurable COTS solutions. They are not simply assets transferred from another agency's project or a custom build for the Agency. Those approaches provide a solution that quickly becomes outdated after being released into production. Diona mobile app solutions are product that is continuously enhanced and improved through innovation and customer feedback and requests, with new versions distributed to customers through planned and extensively tested software releases. Using the Diona product approach means the Agency can deliver the Child Welfare mobile application communication software solution quicker, and with significantly reduced project and timeline risk when compared to other approaches like transfers or custom development.

Diona's approach to achieving your project goals and delivering the Solution is based on the implementation of two of our commercial off-the-shelf (COTS) solutions integrated with the Agency's PATH CCWIS:

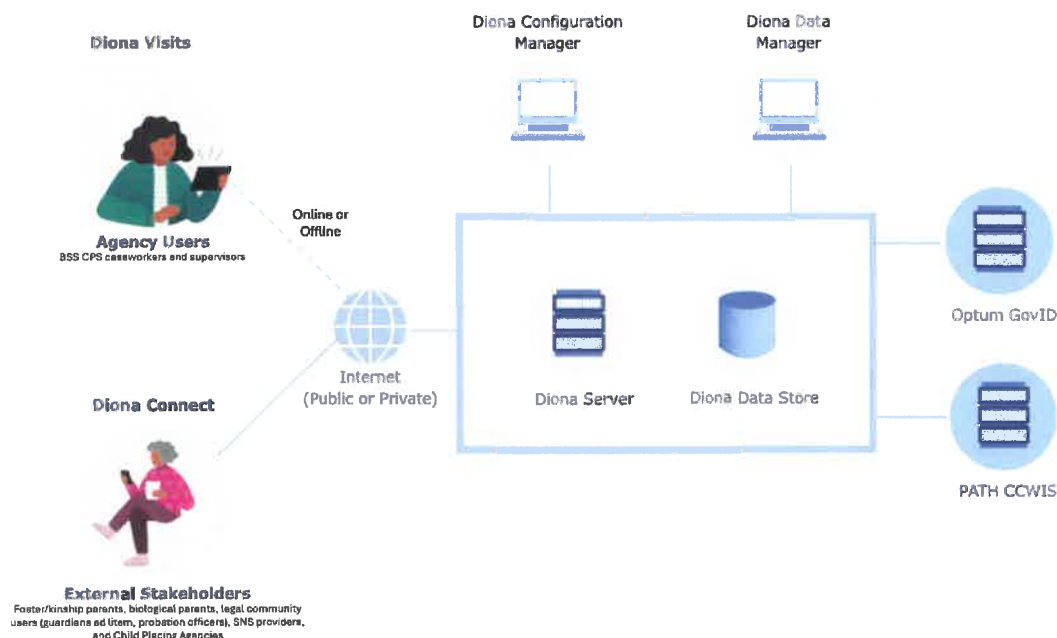
- **Diona Connect:** When children are experiencing out-of-home placements, there are many people contributing to achieving the best possible outcome for these children. Both Agency staff and external stakeholders, i.e. BSS caseworkers, biological parents, foster and kinship parents, MDT members, legal users (guardian ad litem, probation officers), CPA's, SNS providers, etc., all require access to the relevant information and need to communicate with one another, as well as BSS caseworkers. Diona Connect offers these external stakeholders the ability to communicate in real-time with BSS caseworkers and other individuals acting on behalf of the same children. Diona Connect also enables external stakeholders to use their smartphones or tablets to access information about the children they are engaging



with. This includes documents such as court documents or case plans. They can upload documents such as photos or verification documents. They can submit and sign forms, such as expense claims, releases, out of home observation reports etc. They can view appointments such as MDT meetings and parental or sibling visits, and view court hearings. A rich set of information is provided regarding each child the external stakeholder is involved with including immunizations, medications, treatments, diagnoses, medical practitioners, schools, placements etc.

- **Diona Visits:** Diona Visits turns tablets and phones into tools to help BSS caseworkers be more efficient and effective while in the field. By simplifying and assisting with the mechanics of social work, Diona Visits helps put the focus where it should be - on attending to clients and their families at the moment of need. Among other things, it offers BSS caseworkers an easy and powerful way to communicate with external stakeholders, fill out forms, and create notes while in the field. It works both online and offline and integrates with the Agency's systems and processes to help achieve better outcomes.
- **PATH Integrations:** Diona Connect and Diona Visits are specifically designed to work with case management systems such as PATH. Both solutions provide a fully documented set of APIs that support multiple integration approaches. These will be integrated with existing or new PATH APIs to read and write data between the systems.

## Proposed Solution



Diona Connect and Diona Visits are designed as systems of engagement that extend the capability of existing systems, e.g. PATH, to transform BSS caseworker and external stakeholder engagement



with these systems. A rich and extensive set of APIs are provided that will be used to integrate with PATH using a combination of existing PATH APIs and new APIs developed during the project.

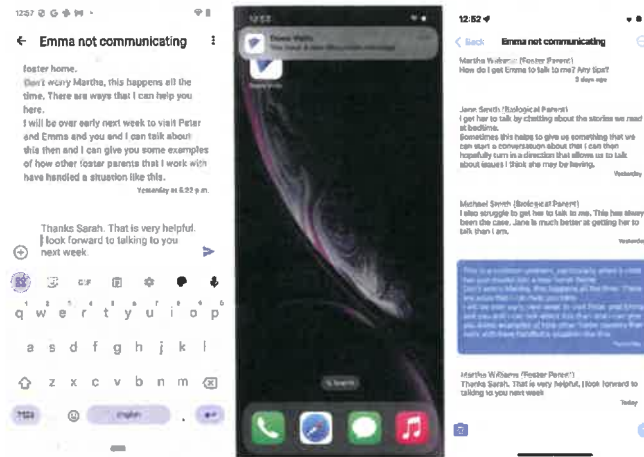
User authentication and account management will be handled using Optum GovID. When launched, both Diona solutions will be redirected to Optum GovID. The user will be returned to the Diona solution upon successful authentication by Optum GovID.

The Diona Server is the conduit between the Diona Connect and Diona Visits apps and the Agency's PATH CCWIS. In addition to integration services, the Diona Server manages solution configuration and can, when deemed appropriate, store data captured by the Diona apps.

Effective communication between all stakeholders involved in a foster child's case is essential to help achieve the best possible outcome for the child. Typically, this communication occurs using email, SMS or messaging apps (e.g., WhatsApp). While these are all effective means of communication, there are significant drawbacks to their use in this context:

- BSS Caseworkers, who often have heavy caseloads, may not be able to check or respond to emails promptly.
- Emails may get lost amongst a heavy volume of correspondence.
- Sensitive and confidential information might not be adequately secured.
- Correspondence may need to be manually added into the case management system, e.g., PATH, thus further increasing caseworker workload.
- Email is not well suited to the collaborative group-based conversations often required by the stakeholders involved in a foster child's case.

Diona Connect is specifically designed to allow all external stakeholders involved in a foster child's case to communicate effectively. Diona Visits enables BSS caseworkers to partake in these communications with external stakeholders. Communication occurs securely within the apps. There is no need to send emails, or to use SMS or messaging apps. When appropriate, correspondence is written directly to PATH, thus removing the need for BSS caseworkers to manually update the system and the risk of correspondence being lost or missed. Push notifications are used to inform team members of new correspondence. Team members can use the push notification to access the app and quickly reply to the message, thus helping to improve responsiveness.



Message from Foster Parent to BSS Caseworker (Android & iOS)

An important aspect of improving communication and collaboration is ensuring that the individual's involved in a child's case have access to the appropriate information. Diona Connect will provide external stakeholders with an extensive set of role appropriate information about the children they are involved with. Diona Visits will provide BSS caseworkers with the information they need while visiting with children, families, foster parents and other individuals involved in a case.

Diona Connect is designed to be used by all types of external stakeholders involved in a child's case, e.g. BSS caseworkers, biological parents, foster and kinship parents, MDT members, legal users (guardian ad litem, probation officers), CPA's, SNS providers, etc. The Diona Connect solution is not constrained to a specific set of external group roles. Role based configuration of the Diona Connect solution means that only role appropriate functionality and information is available in the Solution. This means that the Agency can choose to configure the Solution, and with the appropriate PATH integration, provide the Diona Connect solution for any type of external stakeholder that plays a role in a child's case. The Diona Connect app is automatically updated based on the configuration, and therefore does not need to be redeployed when it is made available to a new type of external stakeholder.

### Configuration, Not Customization

Diona Connect and Diona Visits are fully configurable solutions. A web-based configuration tool, the Diona Configuration Manager, is used to configure all aspects of the Solution behavior. As a COTS solution provider, Diona expects our customers to require changes to the Solution to meet their specific requirements. All changes required by the Agency are achieved through configuration. None of our customers have needed to write any iOS, Android or Windows's code to deploy our solutions. Code must be implemented to integrate Diona Connect and Diona Visits with PATH, however, the apps are not customized as all required changes can be made through configuration.

As described in the RFP, the Agency intends to deliver the Solution in two phases. The Diona solutions can be initially configured to present only the functionality required in phase 1. When phase 2 is subsequently delivered, the new functionality will also be enabled in the app through configuration. This means there will be no need to redeploy the apps. When the user logs into the app, the configuration is downloaded, and the app is updated to present the new functionality. Stakeholders, such as foster parents and GALs, will seamlessly gain access to the new functionality.

Navigation					
App		Client			
		Title	Tags	Type	Displayed
<ul style="list-style-type: none"> <li>Dashboard</li> <li>Navigation</li> <li>Custom Text</li> <li>Project Details</li> <li>Project Table</li> <li>Project</li> <li>Project Detail</li> <li>Project Form</li> <li>Project Table</li> <li>Project Detail</li> </ul>	Dashboard		Standard	100%	View Edit Set Tags
	Custom Text	100%	Standard	100%	View Edit Set Tags
	Project Details	100%	Standard	100%	View Edit Set Tags
	Project Table	100%	Standard	100%	View Edit Set Tags
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## Diona Configuration Manager

## Why Native Mobile Apps?

Diona Connect and Diona Visits are provided as native mobile apps. Diona Connect is available for iOS and Android, whereas Diona Visits, in addition to iOS and Android, is also available for Windows 10/11.

Diona solutions are deployed as native apps as they provide the best experience for our customers, their users, their clients, and other stakeholders. Native apps are designed and built specifically for each of the supported operating systems. This is very important as most people now use a mobile device to access the internet rather than a desktop computer or laptop. This trend is expected to continue with mobile device-based internet access becoming even more prevalent as mobile devices and internet speeds continue to improve.

The following are some of the reasons why a Diona app provides a better experience than a browser-based web portal on a mobile device:

- Performance:** Native apps are more performant than browser-based apps. In addition, Diona solutions are designed for optimal performance. For example, data can be stored locally, fully encrypted in app private storage. This increases performance on the device and reduces the load on Agency systems such as PATH.

- **Security:** All data captured or stored by an app is available only to the app and is stored encrypted in app private storage. For example, photos captured using the app are not, and should never be, stored in a manner that makes them available to be viewed using the standard Gallery or Photos app on the device.
- **Accessibility:** Accessibility is critically important. Legal compliance is one aspect of this, e.g., the Americans with Disabilities Act (ADA) and Section 508 of the Rehabilitation Act, however even more important is the fundamental principle of equity and inclusion. Accessibility ensures that people with disabilities are not excluded from using a solution. The goal of this project is to provide a solution to improve communication and collaboration among the interested stakeholders involved in the welfare of children. None of these people should be excluded from using the deployed Solution because of a disability. As a provider of mobile solutions for use by the clients and other stakeholders of government agencies, Diona takes accessibility very seriously. Accessibility testing is an integral element of the Diona product development process, and we have worked with the National Council for the Blind in Ireland to ensure that our processes are robust and effective. Diona Connect and Diona Visits are Web Content Accessibility Guidelines 2.1 (Level A/AA) compliant. They work seamlessly with the wide range of excellent accessibility features offered by the mobile operating systems, e.g., iOS VoiceOver and Android TalkBack. Diona can provide Voluntary Product Accessibility Templates (VPAT) for Diona Connect and Diona Visits if requested by the Agency.
- **User Experience:** Diona solutions follow the user interface design guidelines provided by Apple and Google to deliver apps that are easy to use, utilizing well understood and familiar user interface concepts and patterns, thus providing an enjoyable user experience. As native mobile apps, they are optimized for touch interactions and offer smoother navigation and animations. Evidence of this is provided by the consistently high ratings (greater than 4.5) in the app stores. This is very important when delivering solutions to external stakeholders where it is not possible to provide the same level of training and support as for Agency employees.
- **Push Notifications:** Push notifications are one of the most important and innovative capabilities offered by mobile devices that can significantly change how the Agency engages with their caseworkers and the other stakeholders involved with a foster child. Push notifications can proactively engage with a user, e.g., when a new message is posted to a discussion a push notification is more effective than an email or browser notification used by a web portal.
- **Offline Functionality:** Diona's solutions are designed to work when offline. Data cached locally during a session is still available for use when offline.

- **Access to Device Capabilities:** Integration with system level features such as calendar, map, or biometric (face or touch ID) access. Seamless integration with device capabilities such as GPS, camera or microphone.
- **Availability:** Mobile apps are available from the home screen of a mobile device, removing the need to open a browser and type a URL.

i. 4.2.1 Goals and Objectives

a) 4.2.1.1 The Agency's intent is for:

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*4.2.1.1.1 Authorized users to use the Solution to access information and documents and communicate through a secure connection. The intent of the portal is to allow authorized users of a foster child's case to see court documents, case plans, and other case related documents; and electronically sign forms ( e.g., release forms).*

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Diona Connect and Diona Visits are designed to facilitate two different types of communication:

- **Discussion:** A member of the team raises an issue or concern, or perhaps asks a question, to one or more team members. The individual posting the initial message expects responses from the other team members. This type of communication is the primary goal of the first phase of the project. This is achieved using the Discussion feature in Diona Connect (external stakeholders, e.g., foster parents, biological parents, GALs, etc.) and Diona Visits (BSS caseworkers).
- **Information Sharing:** A member of the team shares information about an event or an activity, e.g., a foster parent sharing feedback on a parental or sibling visit, a school meeting or medical appointment. There is no expectation of a response. While this type of communication is not explicitly referenced in the RFP, Diona believes that this type of communication comprises a significant amount of the current email-based correspondence. Providing an alternative to email for this type of communication would help to alleviate a number of the issues listed above. The Notes feature in Diona Connect and Diona Visits is used to achieve this type of communication.

Providing the above forms of communication to external stakeholders using Diona Connect means that these individuals do not need to use email, SMS or messaging apps to communicate with BSS caseworkers.

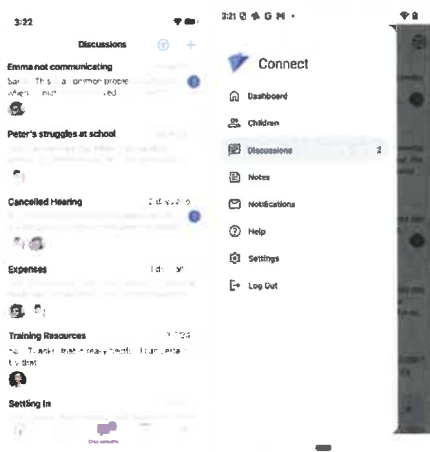


The Diona Connect and Diona Visits solutions will be configured to provide the Discussions and Notes functionality required to support these styles of communication thus meeting the requirement F.C.1 and the expectations of W. Va. Code §49-2-111c(b)(2)(B).

## Discussions

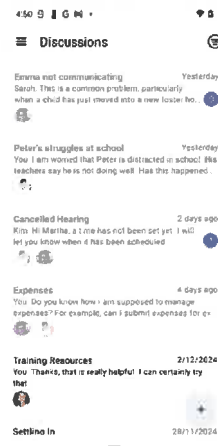
The Discussions feature offers all stakeholders involved in a foster child's case the ability to securely communicate in real-time. A new discussion is created when a team member wants to discuss an issue or concern with other team members. Only the team members invited to participate in the discussion can view and post messages to the discussion. Push notifications are used to inform discussion participants when a discussion is initiated and a new message is posted.

When a user logs in to Diona Connect, navigation badges are used to inform the user of the number of discussions with unread messages in which the user is participating.



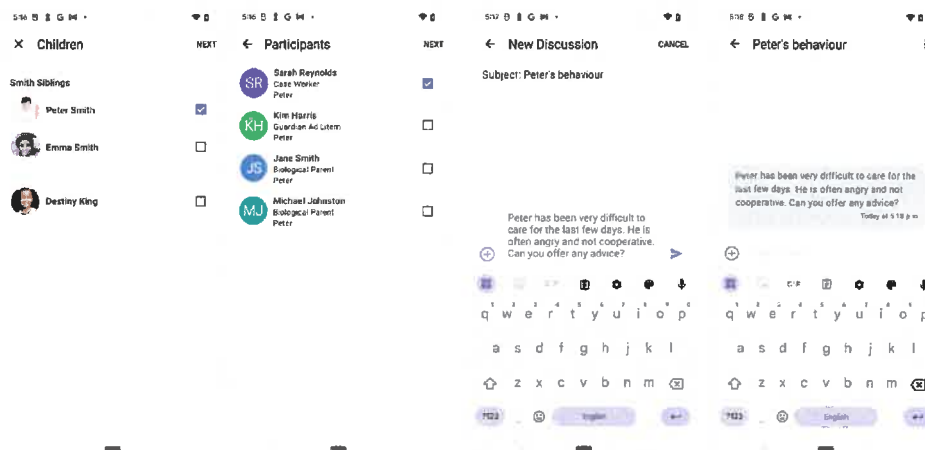
### Unread Discussion Navigation Badges (iOS & Android)

The Discussions screen displays the discussions in which the user has participated. A badge is used to indicate the number of unread messages in a particular discussion. For optimal performance, a configurable number of the most recent discussions are displayed initially. Additional discussions are retrieved as the user scrolls down through the discussion list.



### Discussion List (Android)

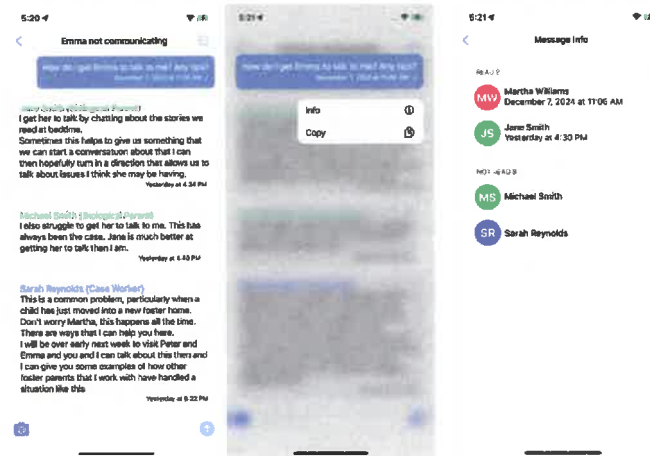
When creating a new discussion, the user must first select the child, or children, whom the discussion concerns. Selecting a child automatically selects the associated case. This is a common pattern throughout Diona Connect. The user interface is child rather than case oriented, however the relevant case information is provided in all interactions with the case management system, e.g., PATH. On selection of the child(ren), the system determines the set of people who can participate in a discussion regarding the selected child(ren). Having selected whom the discussion concerns, and who is going to participate in the discussion, a subject and initial message must be entered to create the discussion. A photo or file may also be added at this stage.



### New Discussion (Android)

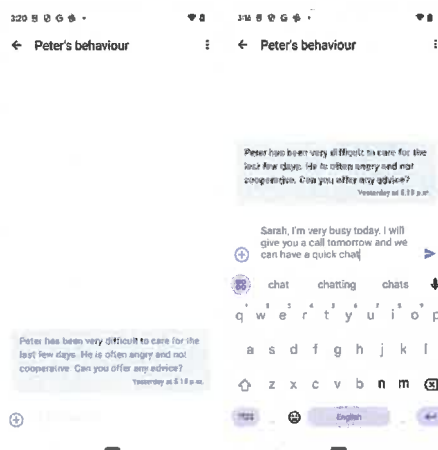
Discussion messages are viewed using the discussion conversation screen. Tapping on a discussion in the discussions list opens the conversation screen. Initially a configurable number of the most recent posts are listed first. Additional posts are retrieved as the user scrolls down through the discussion. The name and role of the discussion participant who submitted a message is displayed.

Long pressing on a message submitted by the current user allows the user to view who has read and not read the message.



### Discussion Conversation (iOS)

New discussion messages are added in the discussion conversation screen in the same familiar manner as SMS or messaging apps. The user can type or dictate messages using the text field at the bottom of the screen.



### New Message (Android)

Pictures or files may also be sent as a message (requirement F.C.5). Settings are available to restrict the file size, minimum image resolution etc.

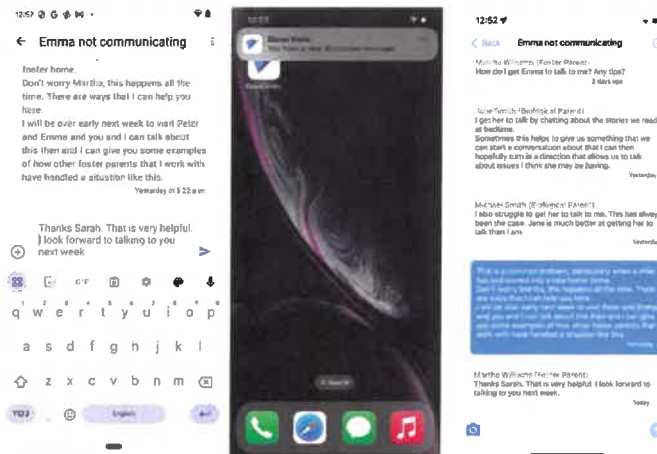




### Message with Photo (iOS)

As mentioned above, BSS caseworkers will use Diona Visits to communicate and collaborate with the other external stakeholders (using Diona Connect) involved in a foster child's case. When a new message is posted to a discussion in which a BSS caseworker is participating, a push notification alerts the user to the new message. Tapping on the push notification opens the Diona Visits app to display the discussion conversation (after the user has securely logged into the app).

Diona solutions can be used on smartphones or tablets. In the screenshots below, Diona Connect is used on an Android phone, Diona Visits on an iPhone. In this example, a foster parent posts a message to a discussion using Diona Connect. The BSS caseworker receives a push notification and opens Diona Visits to read and respond to the message.

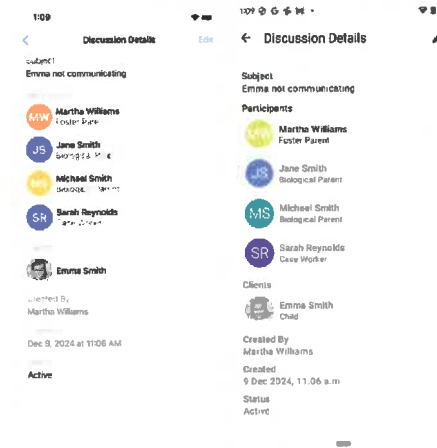


### Message from Foster Parent to BSS Caseworker (Android & iOS)

When an issue occurs while sending a message, e.g., the device has gone offline, the error is reported to the user and the app indicates that the message has not been sent. When the message was not sent because the device went offline, if the connection is restored, the app will attempt to

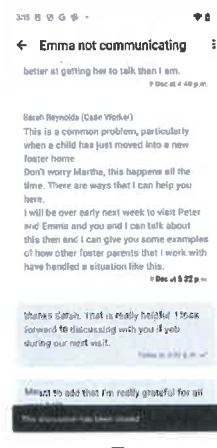
resend the message. When the connection is not restored, the message will be stored encrypted in the app's private storage. The app will resend the message the next time the user successfully logs in. This addresses Part A of requirement F.I.4a.

Participants in the discussion can open the discussion details screen to view information regarding the discussion, e.g., who are the other participants in the discussion.



Discussion Details (iOS & Android)

When the user who created a discussion is satisfied that the discussion is concluded, the user can close the discussion. New messages cannot be submitted to a closed discussion. The system may also close a discussion when there has been no activity associated with the discussion for a configurable period of time.



Closed Discussion (Android)

The Diona Server will be used to store discussion messages until the discussion is closed. When the discussion is closed, the discussion content is sent to PATH as a PDF file that is attached to the

appropriate case(s). This is how this type of communication will be archived to PATH, thus meeting the objective of requirement F.C.3.

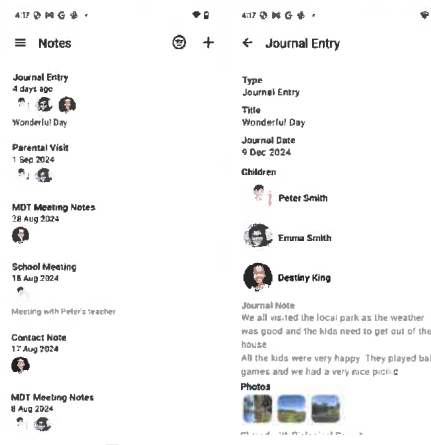
## Notes

Notes offer an alternate form of communication. A note is used when a team member shares information about an event or activity, e.g., a foster parent sharing feedback on a family time visit, a school meeting or medical appointment. There is no expectation of a response and when a user would like to provide one, a discussion can be initiated for this purpose.

This type of communication is often carried out currently using email, which at some point needs to be manually entered into the case management system, e.g., PATH. Notes published from Diona Connect will be saved directly to PATH. This removes the need to manually enter the email content into PATH, thus ensuring that information is not lost and removing the burden of manually entering this information from BSS caseworkers.

The types of note available to external stakeholders using Diona Connect may be configured by the Agency. The Agency can configure both the type of note a Diona Connect user can view and create. This configuration can be applied by user role. For example, the Agency could configure the Solution to allow foster parents to record a note of type Medical Appointment, while this would not be enabled for another type of user such as a GAL.

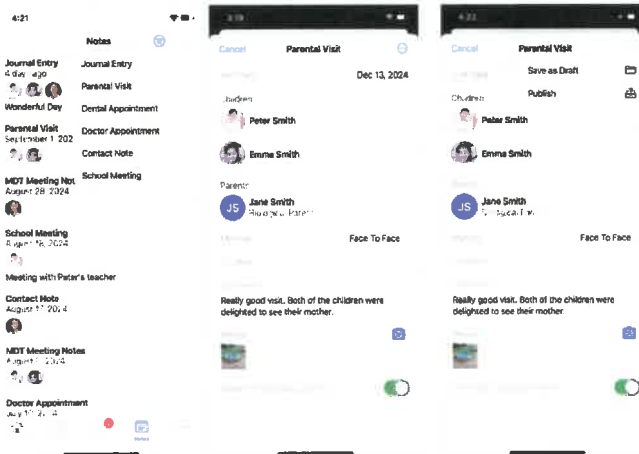
For each note type, the Agency can configure the data associated with the activity the note is recording. For example, for a type Family Time Feedback note, the family members who attended the visit would be recorded. For a dental appointment, the dental practice attended would be recorded.



### Note List and Example Configured Type Note Details (Android)

When creating a new note, the user must first select the note type from the set configured to be available for the user's role, e.g., foster parent, biological parent, GAL etc. Having selected the note type, the user must then complete the information configured for the note type. The user can

then either save the note as a draft or publish the note. Saving a note as a draft allows the note author to make sure they have added all the required content before publishing the note. Draft notes cannot be read by other users. When the note author has finished editing the note, publishing the note saves the note to PATH, thus making the note available to other users.



New Note (iOS)

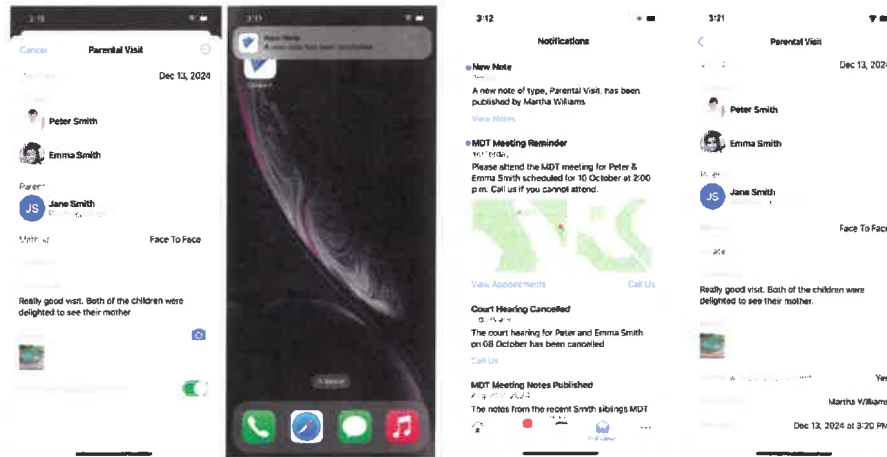
A Draft Notes card is displayed in the Diona Connect dashboard when a user has one or more draft notes. This card is used to remind the user to complete and publish the note for it to be seen by other people.



Draft Notes Dashboard Card (iOS)

Once published, a note may not be changed. A push notification is sent to all users, BSS caseworkers and external stakeholders, who can view the note. The screenshots below illustrate a foster parent publishing a note that they have elected to share with a biological parent (as the note is published to PATH, it is automatically available to the BSS caseworker); the biological parent receiving a push notification, reading the associated message and viewing the note. The solution

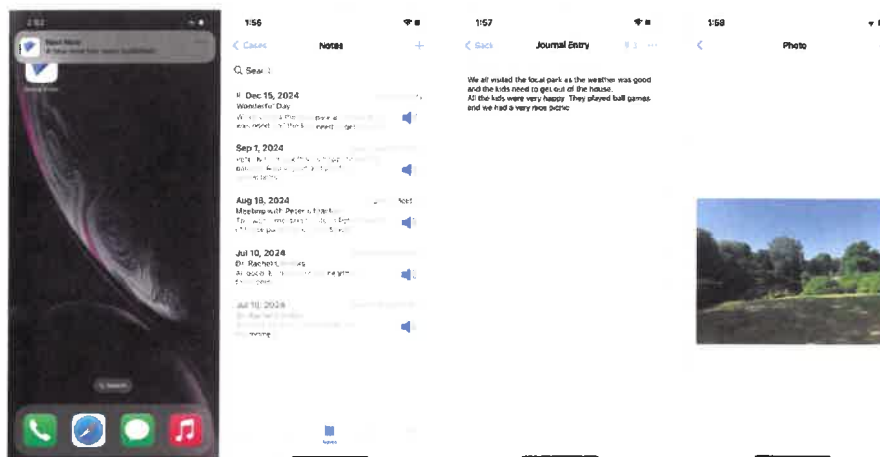
determines who a note should be shared with based on the Agency's requirements elicited during the requirements refinement exercise. The interfaces that publish a note to PATH, and read notes from PATH, will implement these requirements to ensure that the appropriate users are informed when a note is published, and can be viewed by the user.



Published Note Shared With Another External Party (iOS)

The user must be online to publish a note. When attempting to publish a note while offline, the user is informed of the issue and is given the opportunity to save the note as a draft. The user can attempt to publish the note again when the device is back online. This addresses Part A of requirement F.I.4a.

The experience is similar for BSS caseworkers when an external stakeholder publishes a note using Diona Connect. A push notification is also sent to the BSS caseworker. Tapping on this push notification opens Diona Visits where the BSS caseworker can read the note and view any attached photos.



Published Note Viewed By BSS Caseworker (iOS)

Diona Visits can be used by BSS caseworkers to view any case notes that are stored in PATH, not only those published using Diona Connect. Diona Visits may also be configured to create new case notes. When completed these case notes are saved in PATH, and if appropriate, can be made available to external stakeholders using Diona Connect. Note types can be configured that equate to the equivalent types available in PATH. Case notes can be created in Diona Visits regardless of whether the BSS caseworker is online or offline (satisfying Part A of requirement F.I.4a). Notes created when offline are automatically synced with PATH when the BSS caseworker is next online.

Diona Visits can be used by a BSS caseworker to record notes immediately after visiting a family or child, e.g., regular caseworker visit or supervised visitation. Caseworkers have reported that dictating notes in Diona Visits immediately after a visit (often in their car) not only saves time as the notes are directly recorded in the case management system, e.g., PATH. It also improves the accuracy of note taking as the meeting with the family is still fresh in the caseworker's memory and not affected by subsequent visits with other families.



BSS Caseworker Dictating Note in Diona Visits (iOS)

## Forms

There is a significant amount of ongoing paperwork involved in being a foster parent. Maintaining ongoing documentation is an essential element in ensuring the foster child's wellbeing and helping to achieve the best outcome. This documentation forms part of the communication between a foster parent and BSS caseworkers. Typically, it is sent to the caseworkers via email or provided to the caseworker during a regular visit. The caseworker must then add this information into the case management system, e.g., PATH. Notes and discussions (described above) are two mechanisms that can be used to move this communication out of email and thus remove manual data entry. Forms provide a third method to record this type of information directly into PATH, without the need for email or manual data entry.



The Forms functionality, as the name suggests, is ideally suited to the type of documentation completed currently using a paper form, e.g., Mileage Reimbursement, Out Of Home Observation Report, Incident Report, Release Forms etc.

Diona Connect and Diona Visits provide a forms framework that can be used by the Agency to configure all types of forms. This framework is used to author the script to collect the information required by the form. The framework provides all the capabilities required to guide a user through the completion of a form. These capabilities include, but are not limited to, the following:

- Required fields are used to ensure that all the mandatory information is provided.
- Field and cross field validations may be defined to ensure that valid data only is provided.
- Screens and fields may be skipped based on previous answers. This ensures that users need only answer relevant questions.
- Signatures may be captured directly in the form.
- Pre-population can be used to set an initial field value to make data entry faster and more convenient for users, e.g., demographic data such as first name, last name, etc.
- Support for a wide range of data entry field types, e.g., single line text field, multiline text field, single and multiple select choice list, phone number, email address, switch, radio controls, date, time, etc.
- Progress indication to inform the user of how far they have gone and how much remains.
- Overview screen that allows the user to review the data entered and to jump back to any point in the form to enter or update an answer.
- Screen and field level help.
- Text entry character count to inform the user of how many characters can be entered and how many more can be entered.
- Address suggestions and completion as the user enters an address. Integration with Google Maps and Apple Maps.
- Callouts. These can be used to invoke PATH or external system (e.g., U.S. Postal address verification ) functionality when required during the completion of a form.

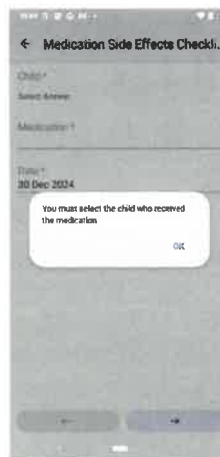
This forms framework has already been used by Diona customers to provide a wide range of forms from the simple to the very complex. For example, the forms framework is used by a Diona Self Service deployment to allow clients to apply for Medical Assistance, SNAP and TANF using a single application form (in multiple languages) from their mobile phone.

This framework could be used by the Agency to make the forms currently provided in the Journey Placement Notebook available to foster parents in Diona Connect, e.g., Out Of Home Observation Report, Clothing Inventory, Child's Daily Schedule, Medication Side Effects Checklist etc.



### New Form Screen with Sample Forms (iOS)

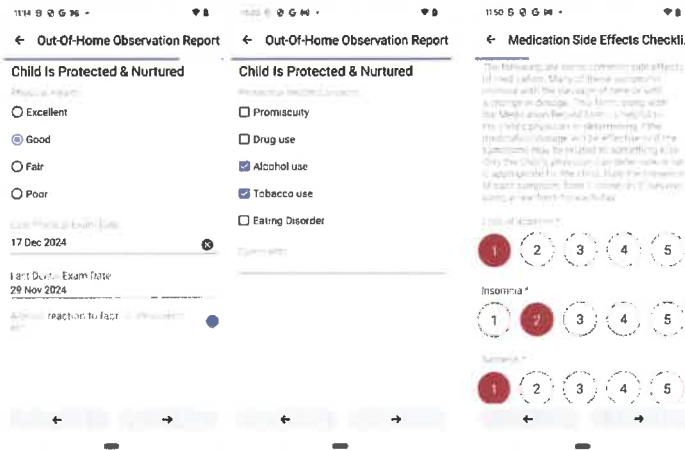
Forms are presented as a series of screens that the user steps through. Each screen is validated to ensure that only appropriate and correct information is provided thus helping to achieve the objective of W. Va. Code §49-2-111c(b)(2)(G). A form may only be submitted when all required and valid data has been entered.



### Form Validation (Android)

The screenshots below illustrate sample screens configured for an Out Of Home Observation Report form and a Medication Side Effects Checklist form.

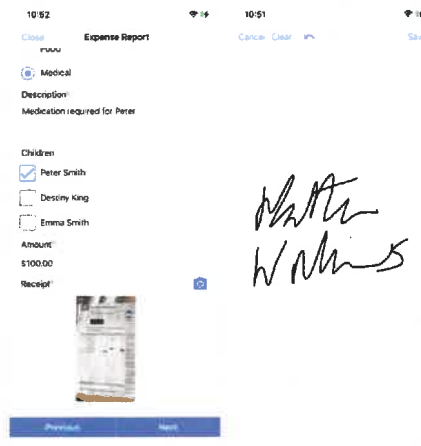




Sample Form Screens (Android)

Before submitting a form, the user is given the opportunity to review and change any of the information provided. Once submitted, a form may not be updated. Other elements of the Solution functionality can be used to complement the forms functionality. For example, a push notification can be sent to a foster parent to remind them to complete an Out Of Home Observation Report in advance of an MDT meeting. Or a Dashboard Alert card could be used to remind a user of the need to submit a form.

In addition to the type of form provided in the Placement Journey Notebook, Diona Connect may also be configured to provide the forms that are typically frequently completed by foster parents, e.g., Mileage Reimbursement or Expense forms. The foster parent can attach receipts to verify the expense claim and if necessary, can sign the form (using their finger or a stylus) directly in the app thus meeting requirement F.I.6.

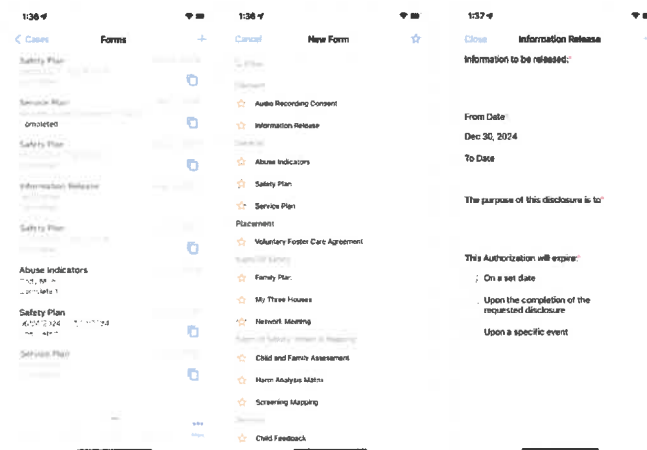


Sample Expense Form with Signature (iOS)

When submitted, a form is written directly to the case management system, e.g., PATH. The data captured by the form may be mapped to the appropriate data items in PATH. Alternatively, a PDF file containing the form data may be generated and attached to the appropriate case in PATH. In the absence of a detailed understanding of the PATH data model, Diona has assumed that the latter approach will be utilized for the Solution.

The Solution will be configured to initially provide five forms in Diona Connect. The requirements refinement exercise will be used to determine the forms that will be available in Diona Connect and delivered in Phase 2 of the project.

Diona Visits is designed to be used by caseworkers when in the field visiting children, families, foster parents and others involved in a child's case. The completion of forms is one of the activities that can be undertaken using Diona Visits. BSS caseworkers can complete a form (e.g., Information Release, Service Plan, Safety Plan etc.) while visiting families and foster parents. When required, signatures (BSS caseworker, family or foster parent) can be captured directly using the app. If appropriate, the completed form can be shared immediately with the family or foster parents. The requirements refinement exercise will be used to determine the forms that will be available in Diona Visits and delivered in Phase 2 of the project.



Diona Visits Forms (iOS)

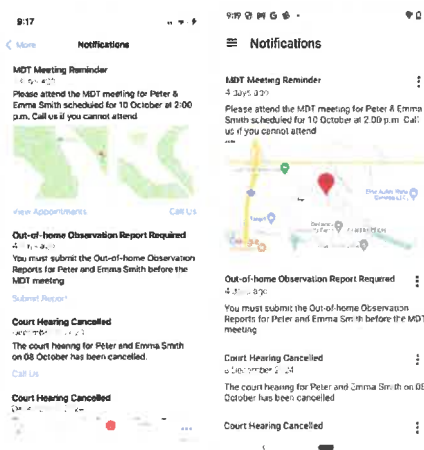
## Notifications

Push notifications are one of the most important and innovative capabilities offered by mobile devices that can significantly change how the Agency and the BSS engage with their caseworkers, clients, and external stakeholders. Push notifications are an essential capability in the facilitation of successful communication and information sharing. For example, push notifications can be used to inform discussion participants when a new message is posted, foster and biological parents can be reminded of upcoming appointments and court dates etc. However, push notifications are by their nature not secure; they can pop up on a user's mobile device and are visible to anyone looking at the device at that time. Therefore, each push notification received by a Diona app is associated

with an accompanying message that is displayed securely within the app's Notifications screen. The push notification is used to alert the user to the event, the message in the app provides the user with the full information about the event, e.g., the court date and location.

For phase 1, push notifications will be used to inform users when a new message has been posted to a discussion and when a note has been published. In phase 2 and subsequent phases, it is envisaged that the use of push notifications will be expanded to include, among other things, event related notifications such as MDT meetings, court hearings, SNS appointments etc. Actions can be associated directly with notifications. For example, a push notification can be sent prior to an MDT meeting to request a foster parent to complete an Out-of-Home Observation Report. If this report is made available in the Diona Connect app, the foster parent can use the notification to complete and submit the report prior to the MDT meeting.

Notifications, in conjunction with dashboard alert cards (see below), address requirement F.C.2.

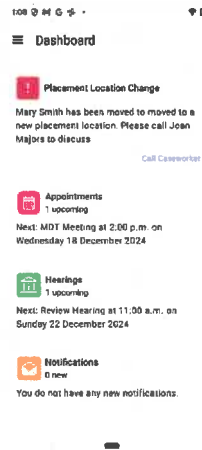


Notifications (iOS & Android)

## Dashboard Alerts

The Dashboard screen is displayed immediately when an external stakeholder successfully logs into Diona Connect. A series of cards relating to various aspects of the external stakeholder's interaction with the Agency are displayed. Each card is designed to either answer a specific question, alert the user of an event that has happened, or inform the user to the fact that there is an activity that they need to undertake, e.g., upload required documents.

The Alert dashboard card is a very flexible mechanism that can be used by the Agency to alert a user to something as soon as they login to the app. Alerts always appear at the top of the dashboard and as such immediately draw the user's attention. The alert icon, title and message may all be configured. Several types of action, including making a call, completing a form, uploading a document etc. can be associated with the alert.



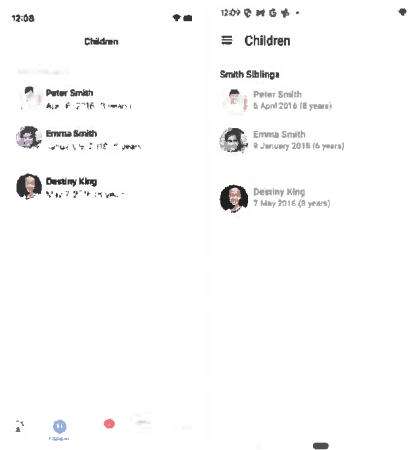
### Dashboard with Alert Card (Android)

Dashboard alert cards, in conjunction with notifications, address requirement F.C.2.

### Children

Diona Connect is designed to be used by external stakeholders involved in the care of a foster child. Typically, these individuals think in terms of the child, rather than the associated case. The Diona Connect user experience is therefore child rather than case oriented. However, in all interactions with PATH, case information (e.g., case ID) is provided. For example, the case information regarding a child is provided to PATH for a discussion concerning the child. The Solution integration logic can therefore ensure that the discussion is associated with the appropriate case in PATH.

The Children screen in Diona Connect displays the children associated with the logged in user, e.g., the children in the care of a foster parent, the children of a biological parent or the children represented by a GAL. When siblings are present, the siblings are displayed in a group to highlight the relationship between the children.



## Children (iOS & Android)

Tapping on a child in the above list, opens the child details section. Diona Connect provides foster parents, kinship parents and other external stakeholders with access to the health information (appropriate for their role) for a child as requested by W. Va. Code §49-2-111c(b)(2)(E). This will also address the medical and health related aspects of requirements F.I.2 and F.I.8 for external stakeholders.

The exact nature of this information in the Solution can be configured to meet Agency requirements and the role of the user. For instance, information currently provided by the Agency in the Journey Placement Notebook (e.g., Medical/Dental Health Care Providers, Schools Attended etc.) could be made available here.

Out of the box Diona Connect provides the following information in the child section:

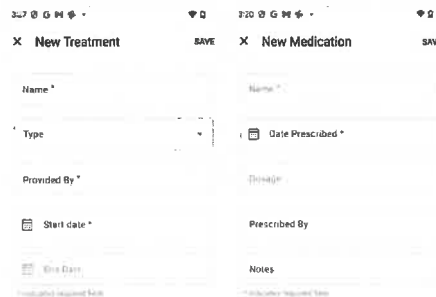
- Child Details: Typically demographic and case related information.
- Placements
- Immunizations
- Medications
- Treatments
- Diagnoses
- Medical Practitioners
- Schools

Items can be removed, and new items added, depending on the Agency's requirements.



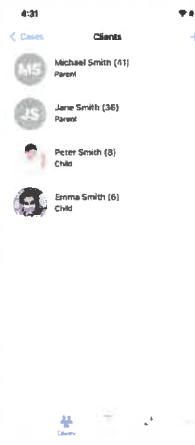
## Child Information (iOS)

Diona Connect can be configured to enable a user to update this information when appropriate. For instance, a foster parent may be allowed to update medication, treatment or practitioner information. The requirements refinement exercise will be used to determine the information that is available for each type of external stakeholder (e.g., foster parent, biological parent, GAL etc.) and whether the information may be updated.



### New Treatment and Medication (Android)

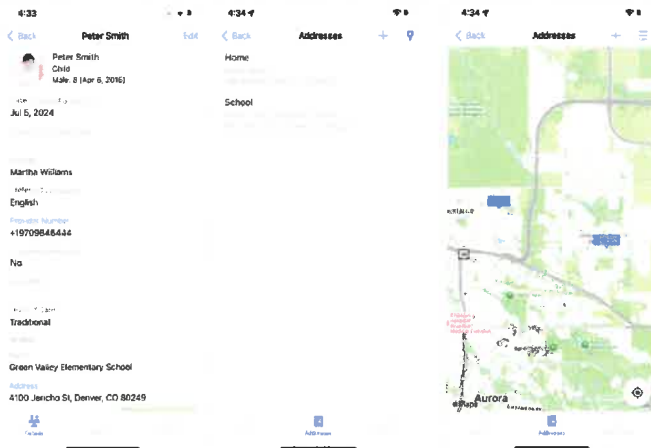
As mentioned above, Diona Connect utilizes a child-centric user experience. Diona Visits, which will be used by BSS caseworkers, utilizes a case-centric approach. Child information is available from the clients screen which lists the clients (i.e., typically the child(ren)'s family) involved in the case.



### Clients (iOS)

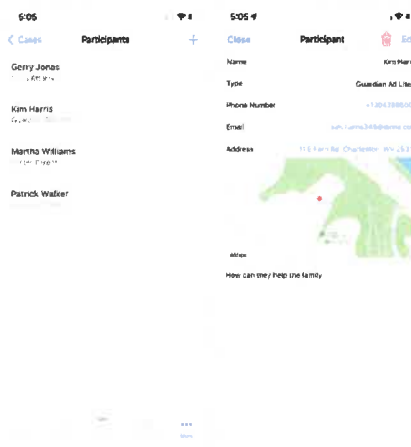
The information displayed for a client (e.g., a child) in Diona Visits can be defined through configuration. This is likely to be different from the information available in Diona Connect as the

BSS caseworker will perhaps require different information when visiting with families. The exact nature of the information required will be clarified during the requirements refinement exercise.



Client Information in Diona Visits (iOS)

In addition to client information, Diona Visits also includes case participant information, e.g., foster parents, GAL, MDT members etc. The content of the participant details screen may be configured to meet the Agency's requirements.



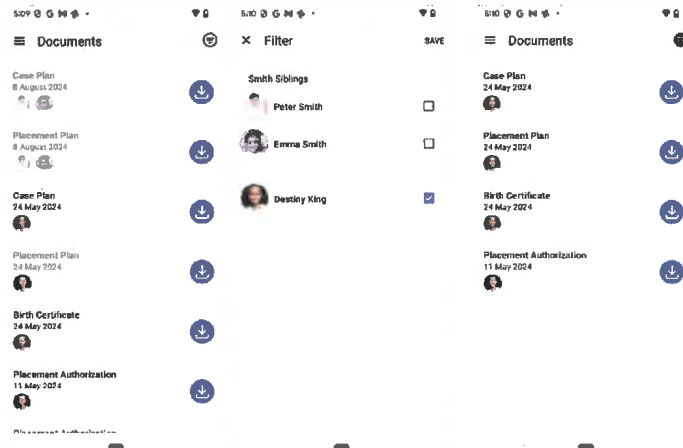
Participant List and Details (iOS)

## Documents

Diona Connect will make the appropriate documents (e.g., court documents, case plans etc.) available to external stakeholders. The types of documents available will be appropriate to the user's role, e.g., foster parent, GAL etc. Diona Visits will make documents available to a BSS caseworker when in the field visiting families. Both Diona solutions will be integrated with PATH to download the documents. This functionality addresses requirements F.I.2, F.I.5, and F.I.8.

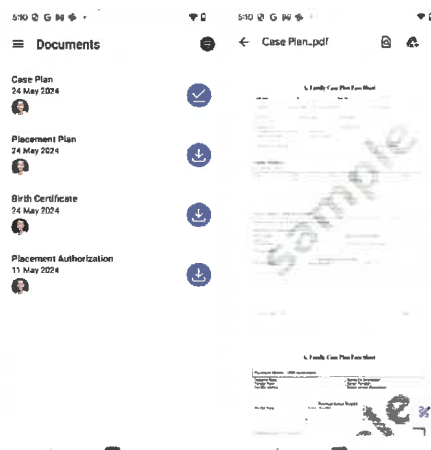


The Diona Connect Documents screen displays a list of the documents that are appropriate for an external stakeholder to view. A filter can be used to make it easier to review the documents available for a particular child.



Document List and Filter (Android)

Tapping on the download button, downloads the document to the user's device. The document is automatically opened by an appropriate app on the user's device when downloaded, e.g., a PDF Viewer for a PDF. The document is retained on the user's device for the duration of the session. This means that when the user views the document again, it is opened from the local storage and does not need to be downloaded again from PATH. The document is encrypted and stored in the app's private space when downloaded to the device. It can be accessed only by using Diona Connect.



Downloaded Document (Android)

Diona Visits can be used to make case documents available to a BSS caseworker when in the field visiting families. The functionality is very similar to that described above for Diona Connect. Once



downloaded to the device, the document can be viewed using an appropriate app, e.g., PDF Viewer. The document is securely retained in local app storage for the duration of the session and as such does not need to be downloaded again from PATH when the user wants to view the document again.



Documents in Diona Visits (iOS)

## Help

The Help screen of the Diona Connect app consists of two elements:

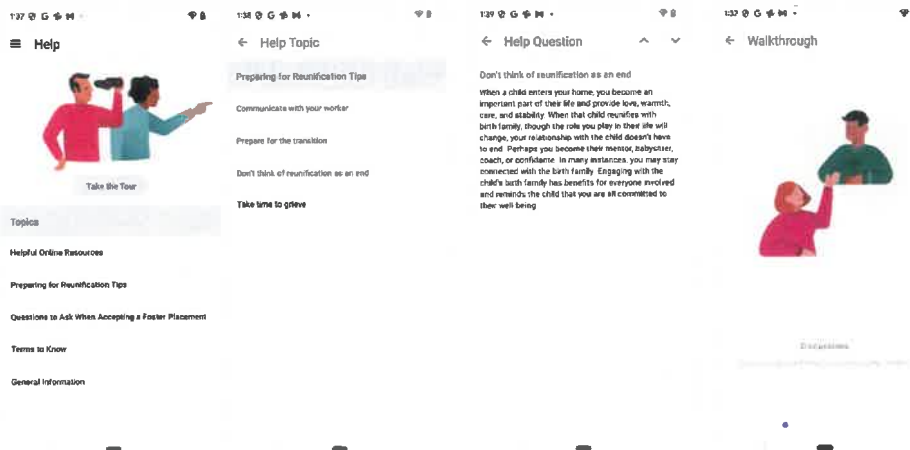
1. Walkthrough
2. Help Topics and Questions

The Walkthrough (accessed via the Take a Tour link) provides an overview of the functionality present in the app. The Walkthrough is also displayed the first time a user logs into the app. It enables users to quickly familiarize themselves with the available features. The Walkthrough content can be configured based on the user's role, e.g., it may be different for a foster parent than a biological parent.

Help questions are arranged into topics. This allows a user to easily find all questions relating to a specific area. The most important questions, i.e., questions that are most often asked by users, can be displayed on the first screen in the Help section. This means that a user, without the need to open a topic, can view these questions immediately.

Help topics and questions are fully configurable. This means that new topics and questions can be added without needing to redeploy the app. Help question answers can contain links to websites or other resources such as a training video.

The help topics and questions can be configured based on the user's role, e.g., the help required by a foster parent will be different to that required by a biological parent.



## Help & Walkthrough (Android)

### Security & Authentication

This project goal is to provide the capability for authorized users to access information and communicate through a secure connection (requirement F.C.4). Diona Connect and Diona Visits are engineered according to the OWASP Mobile Security Project best practices for secure mobile applications. All communications between the mobile app, Diona Server, and other Solution components (e.g., PATH) are encrypted using SSL and TLS encryption technologies. Encoding and whitelist validation are used when managing user supplied input to protect against input and injection style attacks. An integrated, common authentication and authorization framework validates that each request is associated to a user that has been successfully authenticated and that has an active session with the Diona Server. The Diona Server manages the user sessions and will time users out (on both the app and server) based on inactivity after a configurable amount of time has elapsed. Diona Connect and Diona Visits are tested for security vulnerabilities at regular intervals.

All data held on the mobile device by the Diona Connect and Diona Visits apps is encrypted using best practice encryption algorithms and techniques. For example, when a document is downloaded using the app (e.g., a case or court document), the document is securely stored encrypted in private app storage for the duration of the session.

User authentication and account management will be handled using Optum GovID. When launched, both Diona solutions will be redirected to Optum GovID. The user will be returned to the Diona solution upon successful authentication by Optum GovID.

When an external stakeholder creates an account using Optum GovID, this account can be used to access Diona Connect, however it will not be associated with the external stakeholder's information in PATH. For example, when a foster parent who is registered in PATH creates a new account in Optum GovID, the foster parent's Optum GovID account must be associated with their PATH record in order for their information to be available using Diona Connect. The Diona

Connect “Step Up” process is used to address this. When an external stakeholder first uses their Optum GovID account to login to Diona Connect, if the Solution identifies that the user is not “connected” to their information in PATH, it will ask the user for the information required to connect their Optum GovID account with their information in PATH. The information requested will likely depend upon the external stakeholder’s role, e.g., different information may be requested for a foster parent than a biological parent. The solution can be configured to only allow those who have successfully connected to their information in PATH to access the Solution. Once connected, the user is not asked to provide this information again.

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*4.2.1.1.2 Authorized users to utilize the Solution to upload and download information. The intent is for the portal to allow collaboration and access to case records, appointments, and communication.*

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The Solution will enable BSS caseworkers and the external stakeholders involved in a foster child's case to upload and download a variety of information, thus promoting collaboration and access to case records and information.

### **Uploading Information**

The Solution will enable external stakeholders using Diona Connect to upload the following types of information:

- Documents (Photos & Files)
- Child Information
- Notes
- Forms

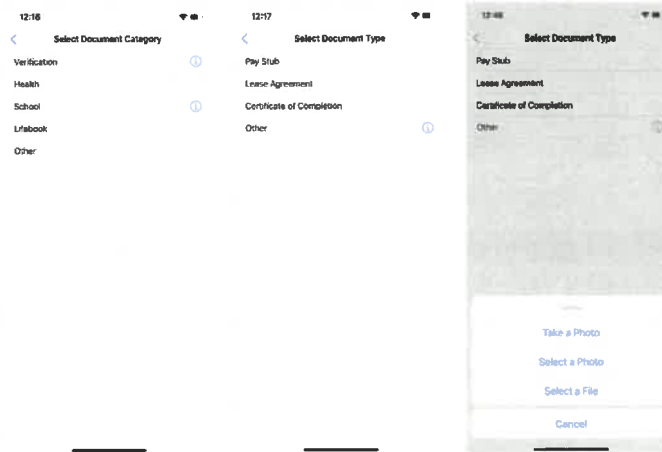
### **Documents (Photos & Files)**

Requirements F.I.3, F.I.4.b and F.I.7 refer to the ability for a user to upload information.

Diona Connect provides external stakeholders with the capability to upload documents. This is a very robust and road tested capability. E.g. This functionality has been used by the clients of a Diona customer to upload over 55 million documents.

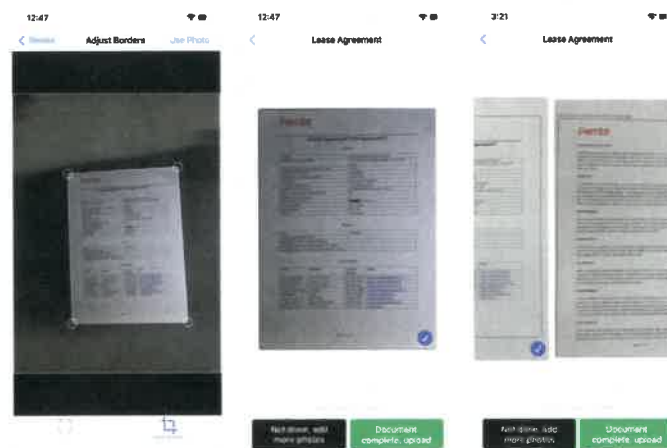
The upload process is fully configurable. The Agency can define the types of documents that may be uploaded, e.g., lease agreements, pay stubs, Lifebook photos, school reports etc. Documents may be uploaded using the following methods:

- **Take a Photo:** The device's camera is used to capture one or more images of the document. The maximum number of images, minimum and maximum image resolution etc. may be configured.
- **Select a Photo:** Photos can be selected from the Gallery or Photos app on the device. The maximum number of images, minimum and maximum image resolution etc. may be configured.
- **Select a File:** A file, e.g., a PDF of a pay stub or school report, can be selected from the device. The permitted file formats, maximum file size, etc. may be configured.



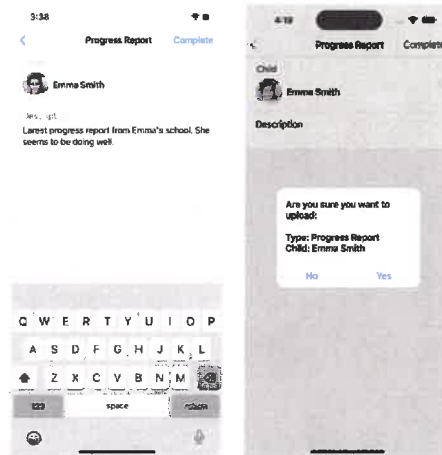
### Selecting Document Category, Type and Upload Method (iOS)

When uploading a photo, automatic edge detection is used to ensure that the uploaded image content is focused on the document. The user can manually adjust the image edges if required. The images (and files) to be uploaded are displayed in the preview screen. The user can remove an item or add more as required and permitted by the configuration defined for the document type.



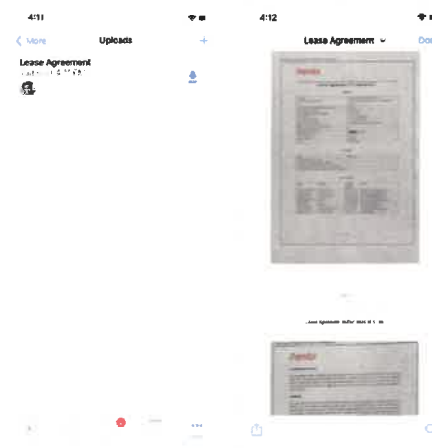
### Automatic Edge Detection and Preview (iOS)

A screen is configured for each document type that captures information about the document to be uploaded. This is used to provide context regarding the document and ensures that the document is associated with the appropriate child/case in PATH. An alert is displayed before the upload commences that asks the user to confirm that the upload is correct.



Upload Details & Confirmation (iOS)

The user can download and review previously uploaded documents. When one or more images of a document are uploaded, these can be collated into a single PDF document for ease of storage and review. This also simplifies the process of integrating uploaded images with PATH as a single PDF rather than a set of images is used. A BSS caseworker when reviewing the uploaded document needs to open a single file only. The first screenshot below displays the list of uploaded documents and the second demonstrates multiple uploaded images collated into a single PDF document.



Uploads List and Collated PDF (iOS)

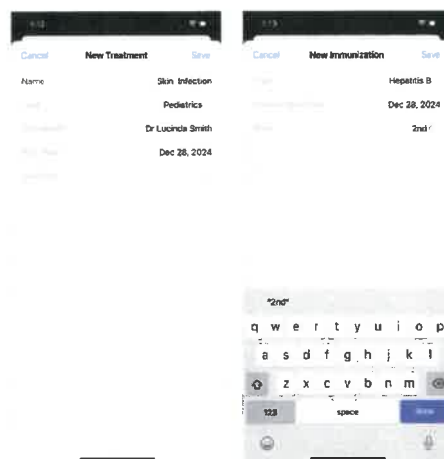
## Child Information

The exact nature of the information concerning a child available in Diona Connect can be configured to meet Agency requirements and the role of the user. Out of the box Diona Connect provides the following information in the child section:

- Child Details: Typically demographic and case related information.
- Placements
- Immunizations
- Medications
- Treatments
- Diagnoses
- Medical Practitioners
- Schools

Items can be removed, and new items added, depending on the Agency's requirements.

Diona Connect can be configured to enable a user to update this information when appropriate. For instance, a foster parent may be allowed to update medication, treatment or practitioner information.



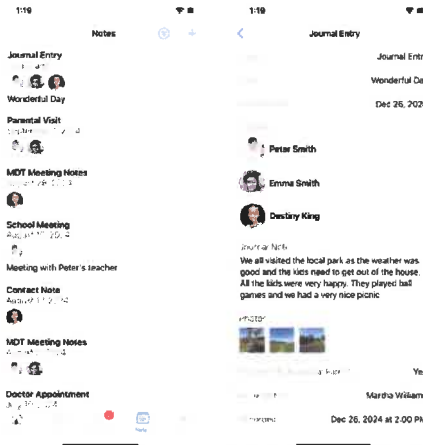
New Treatment and Immunization (iOS)

## Notes

The types of note available to external stakeholders using Diona Connect may be configured by the Agency. The Agency can also configure the type of notes a Diona Connect user can create. This configuration can be applied by user role. For example, the Agency could configure the Solution

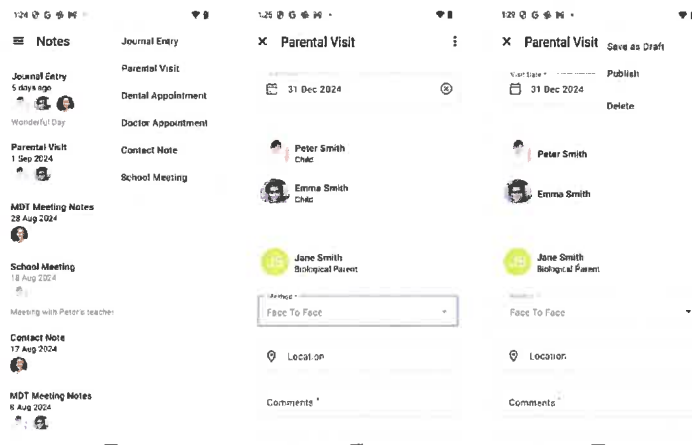
to allow foster parents to record a note of type Medical Appointment, while this would not be enabled for another type of user such as a GAL.

For each note type, the Agency can configure the data associated with the activity the note is recording. For example, for a type Family Time Feedback note, the family members who attended the visit would be recorded. For a dental appointment, the dental practice attended would be recorded.



Note List and Example Configured Type Note Details (iOS)

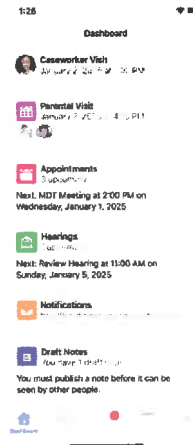
When creating a new note, the user must first select the note type from the set configured to be available for the user's role, e.g., foster parent, biological parent, GAL etc. Having selected the note type, the user must then complete the information configured for the note type. The user can then either save the note as a draft or publish the note. Saving a note as a draft allows the note author to make sure they have added all the required content before publishing the note. Draft notes cannot be read by other users. When the note author has finished editing the note, publishing the note saves the note to PATH, thus making the note available to other users.





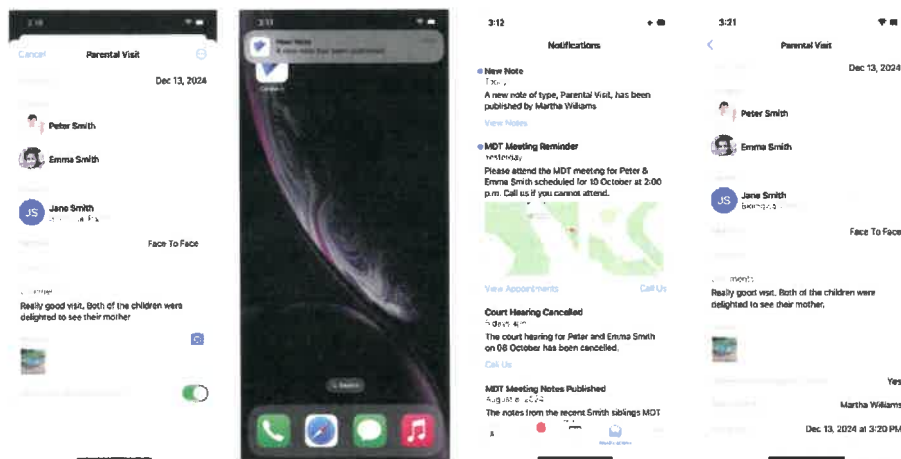
## New Note (Android)

A Draft Notes card is displayed in the Diona Connect dashboard when a user has one or more draft notes. This card is used to remind the user to complete and publish the note for it to be seen by other people.



## Draft Notes Dashboard Card (iOS)

Once published, a note may not be changed. A push notification is sent to all users, BSS caseworkers and external stakeholders, who can view the note. The screenshots below illustrate a foster parent publishing a note that they have elected to share with a biological parent (as the note is published to PATH, it is automatically available to the BSS caseworker); the biological parent receiving a push notification, reading the associated message and viewing the note. The solution determines who a note should be shared with based on the Agency's requirements elicited during the requirements refinement exercise. The interfaces that publish a note to PATH, and read notes from PATH, will implement these requirements to ensure that the appropriate users are informed when a note is published, and can be viewed by the user.



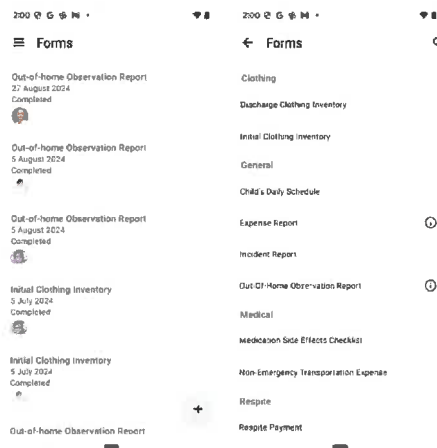


### Published Note Shared With Another External Party (iOS)

The user must be online to publish a note. When attempting to publish a note while offline, the user is informed of the issue and is given the opportunity to save the note as a draft. The user can attempt to publish the note again when the device is back online. This addresses Part A of requirement F.I.4a.

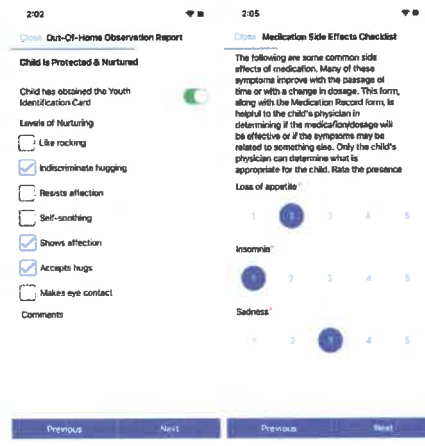
### Forms

Diona Connect provides a forms framework that can be used by the Agency to configure all types of forms. This framework is used to author the script to collect the information required by the form. The framework provides all the capabilities required to guide a user through the completion of a form. The is ideally suited to the type of documentation completed currently using a paper form, e.g., Mileage Reimbursement, Out Of Home Observation Report, Incident Report, Release Forms etc.



### Forms & New Form Screen (Android)

Forms are presented as a series of screens that the user steps through. Each screen is validated to ensure that only appropriate and correct information is provided. A form may only be submitted when all required and valid data has been entered. The screenshots below illustrate sample screens configured for an Out Of Home Observation Report and a Medication Side Effects Checklist form.



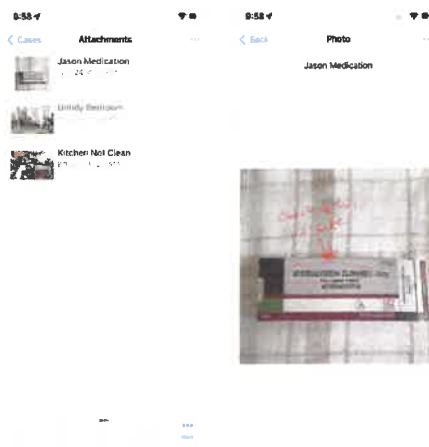
Sample Form Screens (iOS)

The Solution will enable BSS caseworkers using Diona Visits to upload the following types of information:

- Media Attachments (Photos, Videos, Audio Recordings)
- Notes
- Forms
- Client Information
- Participant Information

#### **Media Attachments** (Photos, Videos, Audio Recordings)

Diona Visits is designed to be used by BSS caseworkers when in the field visiting children, families, foster parents and other people involved with a child's case. As such, Diona Visits can be used to capture images or videos that provide additional context regarding a visit and help to illustrate aspects of the visit notes. There is an extensive range of system settings used to control this behavior, including whether the capture of photos and/or videos is enabled for the Solution. Photos and videos may be captured when the user is online or offline and are uploaded immediately to PATH when a network connection is available. Photos and videos are encrypted and stored securely in the app's private storage, i.e., they are never available to the device's Gallery or Photos app. Annotations may be added to a photo by a BSS caseworker to draw attention to aspects of the photo that are of particular interest.



### Case Attachments & Annotated Photo (iOS)

Depending on the need and situation, a BSS caseworker may capture audio recordings for a case or a note added to a case. The audio recording feature may be used when BSS caseworkers are authorized in policy and practice to use audio recordings to support the creation of narratives. While recording an audio, Diona Visits may still be fully used by the BSS caseworker to complete the other tasks required when with the clients, e.g., complete a form, enter a note, etc. Flags may be added to an audio recording. Audio flags are used to identify significant moments in the recording that the BSS caseworker should review when completing their notes. Flags can be inserted discretely during the live recording or inserted later during playback. The audio flags are inserted by tapping a flag button while recording. When reviewing the audio, the caseworker can jump straight to the flagged moment. A label may be added to the flag to remind the caseworker of the reason why the flag was added.



### Audio Recording with Flags (iOS)

Additional data may be configured for each attachment type. For instance, the Agency may want to record the fact that a photo has been shared with the clients or foster parent, or to allow a BSS caseworker to add comments regarding a photo.

As a system of engagement intended to transform how the BSS caseworkers engage with clients while in the field, Diona Visits has been designed to work within the constraints imposed by the limitations of the existing systems with which it must interact. In this example, if PATH cannot support the storage of these media types or the flags added to an audio recording, if deemed appropriate, these items can be stored by the Diona Server or removed from the Solution.

## Notes

Diona Visits can be used by BSS caseworkers to create and upload new case notes when in the field visiting clients and other stakeholders. These case notes are saved in PATH, and if appropriate, can be made available to external stakeholders using Diona Connect. Note types can be configured to equate to the equivalent types available in PATH. Case notes can be created in Diona Visits regardless of whether the BSS caseworker is online or offline (satisfying Part A of requirement F.I.4a). Notes created when offline are automatically synced with PATH when the BSS caseworker is next online.

Diona Visits can be used by a BSS caseworker to record notes immediately after visiting a family or child, e.g., regular caseworker visit or supervised visitation. Caseworkers have reported that dictating notes in Diona Visits immediately after a visit (often in their car) not only saves time as the notes are directly recorded in the case management system, e.g., PATH. It also improves the accuracy of note taking as the meeting with the family is still fresh in the caseworker's memory and not affected by subsequent visits with other families.



Note Dictation (iOS)

## Forms

Diona Visits is designed to be used by caseworkers when in the field visiting children, families, foster parents and others involved in a child's case. The completion of forms is one of the activities that can be undertaken using Diona Visits. BSS caseworkers can complete a form (e.g., Information release, Service Plan, Safety Plan etc.) while visiting families and foster parents. When required, signatures (BSS caseworker, family or foster parent) can be captured directly using the app. If appropriate, the completed form can be shared immediately with the family or foster parents. The requirements refinement exercise will be used to determine the forms that will be available in Diona Visits and delivered in Phase 2 of the project.

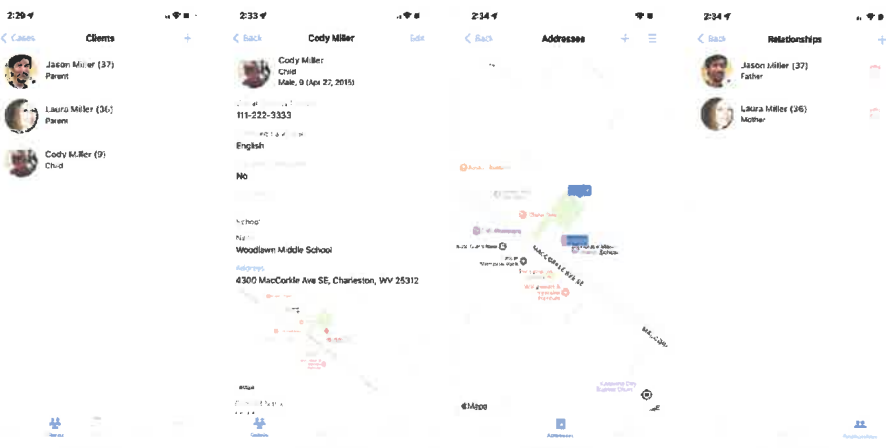


The image displays four screenshots of the Diona Visits app interface. The first screenshot shows the 'Forms' menu with a list of available forms: Safety Plan, Service Plan, Information Release, Abuse Indicators, and Child Feedback. The second screenshot shows the 'New Form' screen with a list of forms to select. The third screenshot shows the 'Information Release' form with fields for 'Information to be released', 'From Date', 'To Date', 'The purpose of this disclosure is for', and 'This Authorization will expire'. The fourth screenshot shows the 'Information Release' form with a signature field and a date field.

Forms (iOS)

## Client Information

Diona Visits provides the BSS caseworker with the ability to review and update information regarding the case clients, e.g., the family. Demographic details, addresses, phone numbers and relationships can be reviewed and updated if necessary. This information can be extended through configuration when the base product configuration does not meet the Agency requirements.

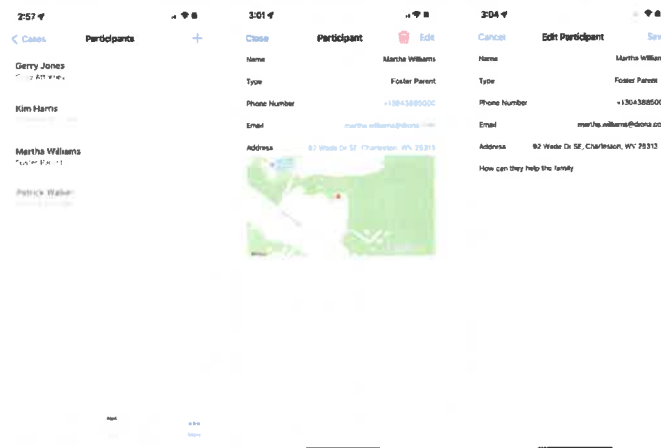


The image displays four screenshots of the Diona Visits app interface. The first screenshot shows the 'Clients' menu with a list of clients: Jason Miller (37), Laura Miller (36), and Cody Miller (9). The second screenshot shows the 'Cody Miller' client profile with fields for Name, Date of Birth, Gender, Address, and Phone Number. The third screenshot shows the 'Addresses' screen with a map view of the client's address. The fourth screenshot shows the 'Relationships' screen with a list of relationships: Jason Miller (37) as Father and Laura Miller (36) as Mother.

## Client Information (iOS)

### Participant Information

Participants (or collaterals) are the people, other than the clients, involved in a case, e.g., foster parents, GAL, MDT member etc. It is assumed that this information is available for a case in PATH and can therefore be made available in Diona Visits. Diona Visits can be configured to provide the participant information required to meet the Agency's requirements. New participants may be added and existing participant information may be updated.



## Participants (iOS)

### Download Information

The intent of this project objective is for the Solution to allow collaboration between the people involved in a child's case through access to case records, appointments, and communication. This section describes how case, appointment, and communication information will be made available to external stakeholders using Diona Connect and BSS caseworkers using Diona Visits in the proposed Solution.

Diona Connect is designed to be used by external stakeholders involved in the care of a foster child. Typically, these individuals think in terms of the child, rather than the associated case. The Diona Connect user experience is therefore child rather than case oriented.

The Children screen in Diona Connect displays the children associated with the logged in user, e.g., the children in the care of a foster parent, the children of a biological parent or the children represented by a GAL. When siblings are present, the siblings are displayed in a group to highlight the relationship between the children. Tapping on a child in this list opens the child details section displaying information specifically concerning the selected child. The exact nature of this information in the Solution can be configured to meet Agency requirements and the role of the user. For instance, information currently provided by the Agency in the Journey Placement

Notebook (e.g., Medical/Dental Health Care Providers, Schools Attended etc.) could be made available here.

Out of the box Diona Connect provides the following information in the child section:

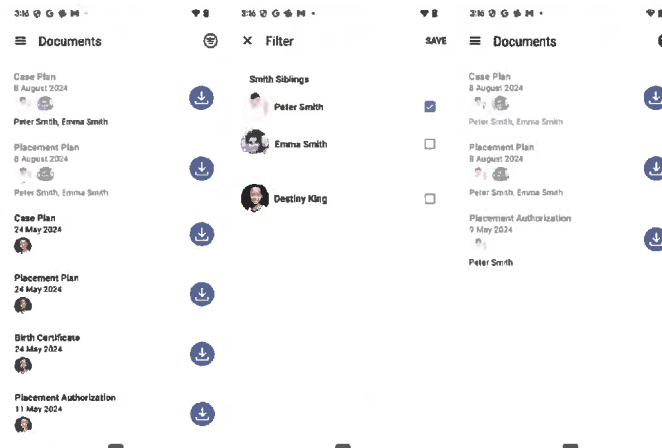
- Child Details: Typically demographic and case related information.
- Placements
- Immunizations
- Medications
- Treatments
- Diagnoses
- Medical Practitioners
- Schools

Items can be removed, and new items added, depending on the Agency's requirements.



Child Information (iOS)

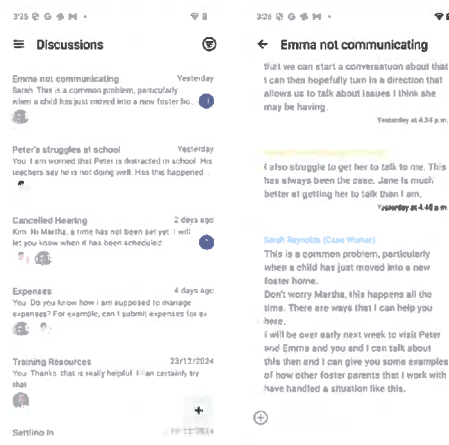
The child details section is the only element of Diona Connect that is specific to a particular child. All other elements of Diona Connect (e.g., Discussions, Notes, Appointments, Hearings, etc.) provide information pertaining to all the children associated with the logged in user. A filter can be applied to display the information for the child(ren) selected in the filter only.



Filter Applied to Documents List (Android)

In addition to the information concerning each child, the following information is available to external stakeholders using Diona Connect. This information can be configured to be available depending on the user's role.

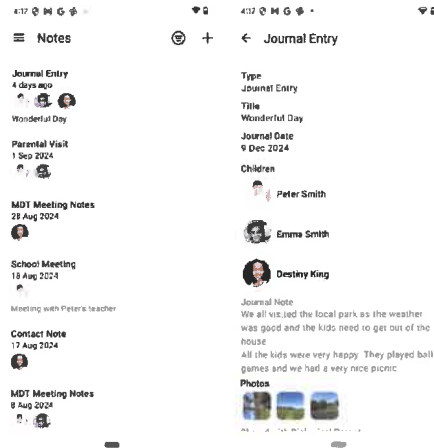
- **Discussions:** The Discussions feature offers all stakeholders involved in a foster child's case the ability to securely communicate in real-time.



Discussions (Android)

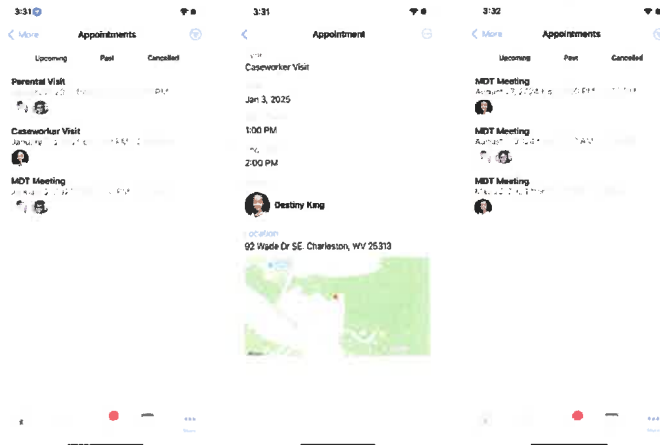
- **Notes:** Notes are used to record information about an event or an activity. They are shared with the appropriate team members using Diona Connect.





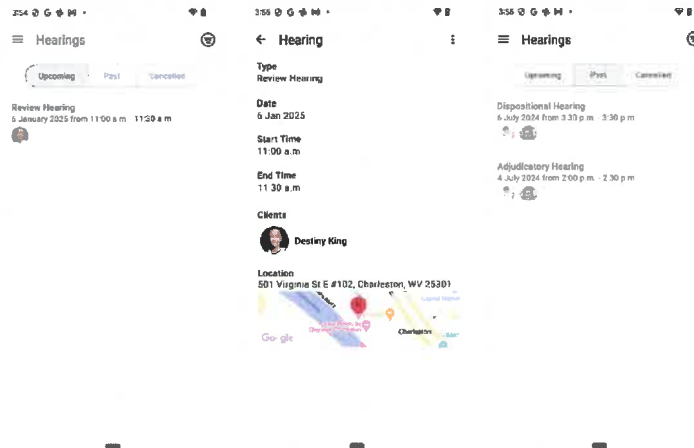
Notes (Android)

- **Appointments:** The appointments and meetings involving the logged in user or any of the children associated with the user.



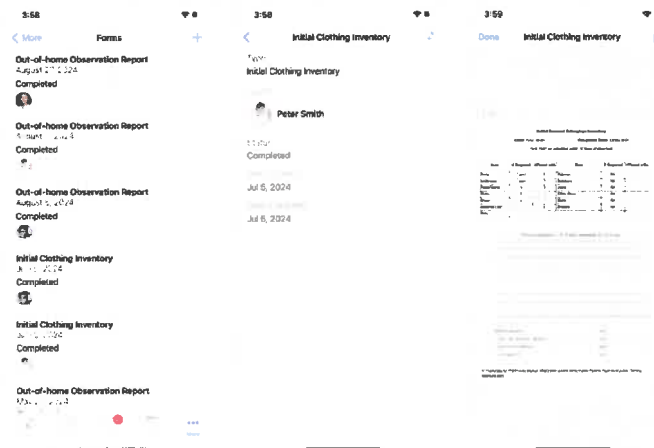
Appointments (iOS)

- **Hearings:** The court hearings regarding the current user or the children associated with the user.



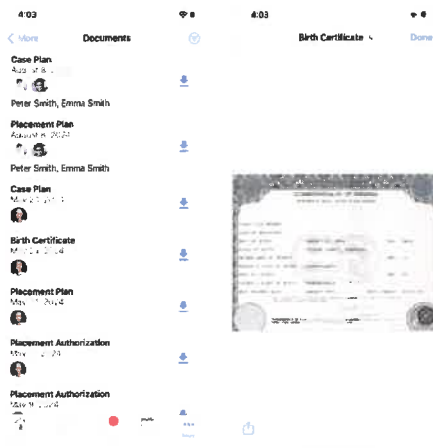
### Hearings (Android)

- **Forms:** The set of forms completed by the logged in user is provided. Tapping on an item in the list provides further information about the form, e.g., when it was completed. The user can download a PDF document to review the form.



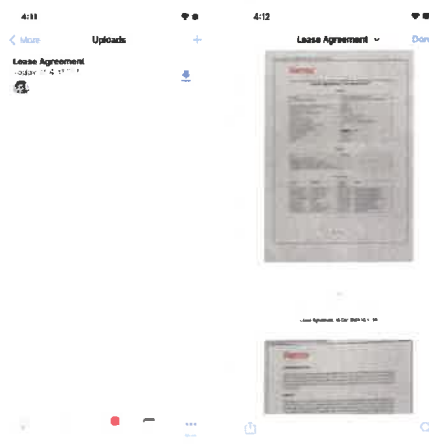
### Forms (iOS)

- **Documents:** The documents regarding the logged in user or any of the children associated with the user.



Documents List & Downloaded Document (iOS)

- **Uploads:** The documents previously uploaded by the user may be reviewed and downloaded.

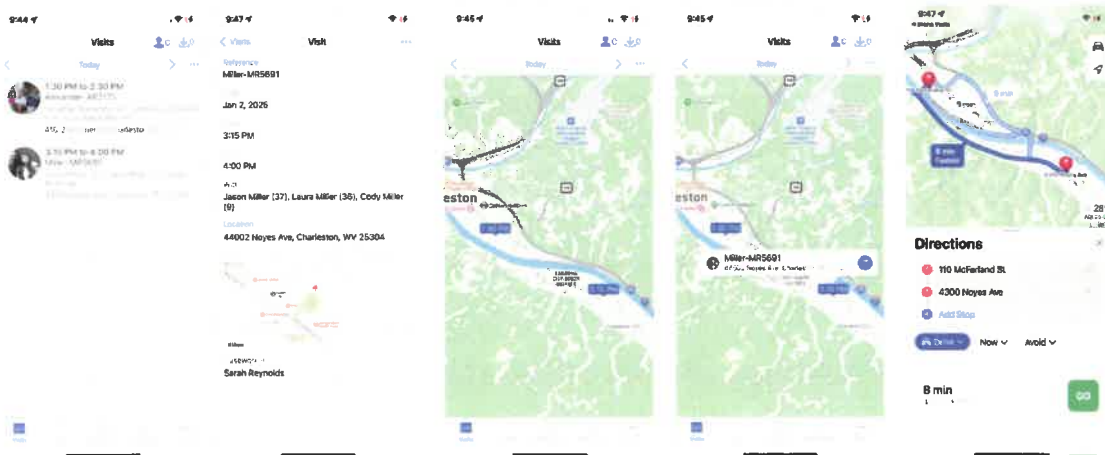


Uploads List and Downloaded Document (iOS)

Diona Visits is designed to be used by caseworkers when in the field visiting children, families and the other external stakeholders (e.g., foster parents) involved in a case. As such, it is designed to provide only the case information that is required when a caseworker is in the field. This information includes the following:

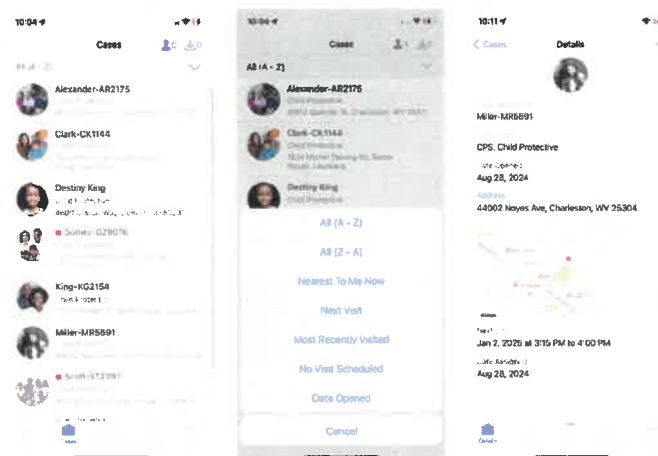
- **Visits:** BSS caseworkers can use Diona Visits to view their visits (or appointments) on any given day. The visit locations are plotted on a map enabling the caseworker to easily see where they need to be and when they need to be there (the start time is used as the location marker). Diona Visits is integrated with the native mapping package on each supported platform, i.e. Apple Maps on iOS, Google Maps on Android and Bing Maps on Windows, to provide access to the full range of capabilities provided by these tools. For example,

tapping on the Get Directions button in the info panel in the screenshot below opens Apple Maps automatically displaying directions from the caseworker's current location to the visit location.



Visits (iOS)

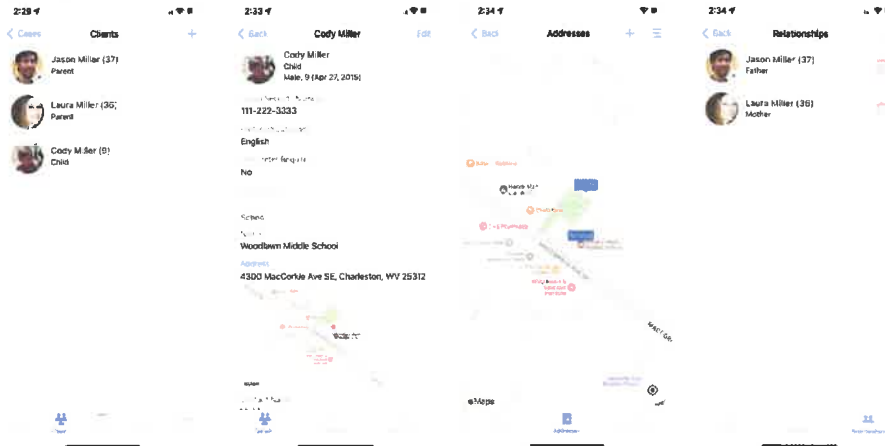
- **Cases:** The Cases screen displays a list of the cases assigned to the BSS caseworker. Tapping on a case opens the case allowing the BSS caseworker to review the case information when in the field. Filters are provided that allow the BSS caseworker to order the cases to meet specific needs, e.g., nearest to me now. The filters provided are configurable; the Agency can remove filters and can define new filters, e.g., case priority.



Case List, Filter & Case Details (iOS)

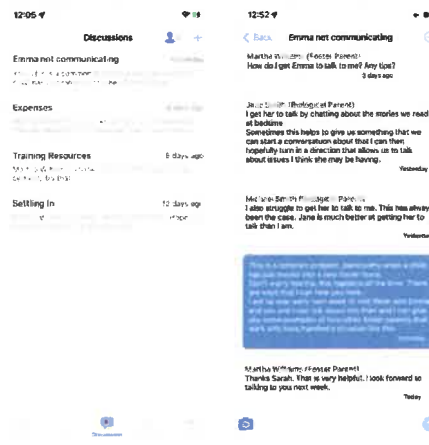
- **Clients:** Diona Visits provides the BSS caseworker with the ability to review information regarding the members of a family prior to a visit. Demographic details, addresses, phone numbers and relationships can be reviewed and updated if necessary. This information can

be configured to meet the Agency's requirements for the Solution and the data available in PATH.



Client Information (iOS)

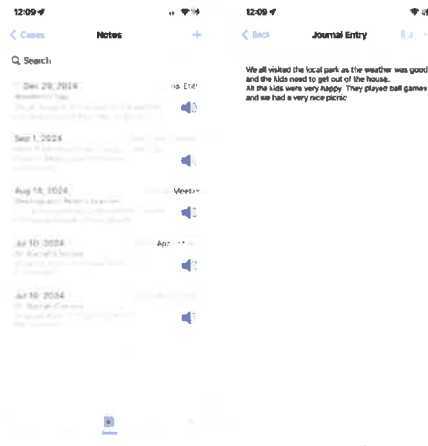
- **Discussions:** BSS caseworkers will use Diona Visits to communicate and collaborate with the other stakeholders (using Diona Connect) involved in a foster child's case. When a new message is posted to a discussion in which a BSS caseworker is participating, a push notification alerts the caseworker to the new message. Tapping on the push notification opens the Diona Visits app to display the discussion conversation (after the user has securely logged into the app).



Discussions (iOS)

- **Notes:** The Solution allows BSS caseworkers to review case notes while in the field. The notes are retrieved from PATH and can include notes created directly in PATH and those recorded by external stakeholders using Diona Connect. Typically, not all case notes are required when the caseworker is in the field. The requirements refinement exercise will be

used to determine the notes required when a caseworker is in the field, e.g., the notes recorded during the last three months etc.



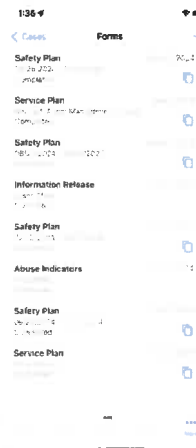
Notes (iOS)

- **Documents:** Diona Visits can be used to make case documents available to a BSS caseworker when in the field visiting families. Once downloaded to the device, the document can be viewed using an appropriate app, e.g., PDF Viewer. The document is securely retained in local app storage for the duration of the session and as such does not need to be downloaded again when the user wants to view the document another time.



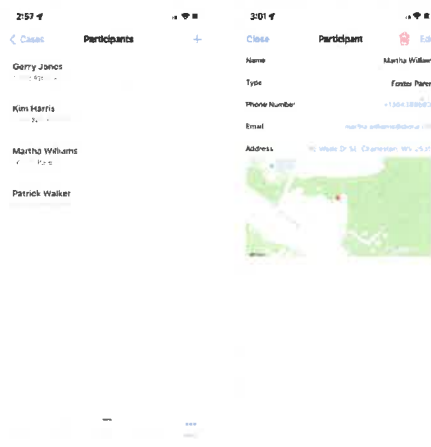
Documents (iOS)

- **Forms:** Diona Visits can be used by the Agency to make the forms that a BSS caseworker typically completes with clients available while visiting with a family, e.g. release forms, service plans, safety plans etc. Forms that are regularly updated can be copied forward to create a new version, e.g., a new version of a safety plan can be copied forward to add a new item to the plan.



Forms (iOS)

- **Attachments:** Media (photo, audio, video) can be attached to cases and case notes. When a media type is not supported by PATH (e.g., video), it can be removed from the Solution through configuration. The attachment is downloaded to the device only when requested by the BSS caseworker.
- **Participants:** Participants (or collaterals) are the people, other than the clients, involved in a case, e.g., foster parents, GAL, MDT member etc. The participant information present in the Solution can be configured to meet the Agency's requirements.



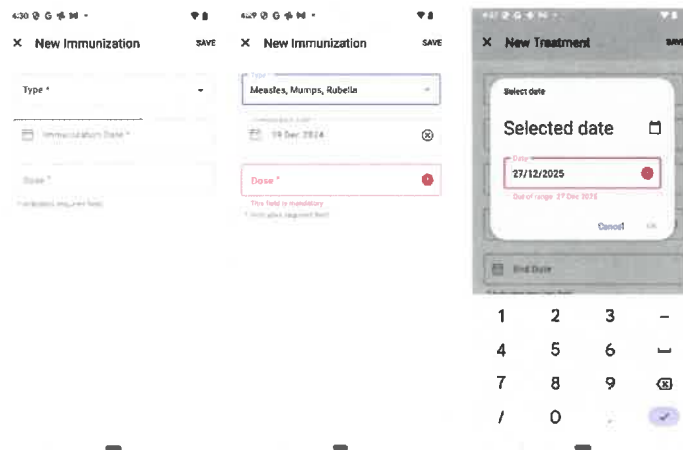
Participants (iOS)

*4.2.1.1.3 The Solution should help prevent user error with document uploading to any case. For example, a user uploads the wrong psychiatric evaluation to a case, and the*

*Solution asks the user to confirm the correct file and/or case before completing the transaction.*

Diona Connect and Diona Visits are designed to prevent user error when entering information and uploading documents.

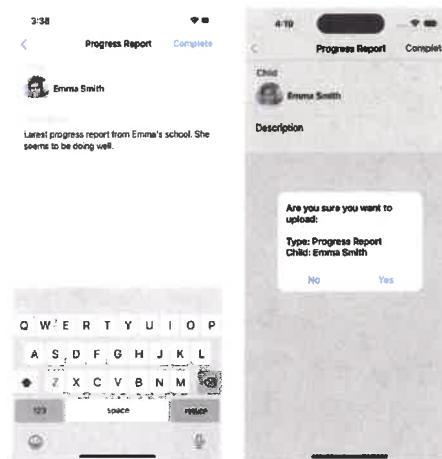
Mandatory information is clearly indicated and must be provided before data can be saved. Field and cross field validations may be configured. For example, when a date field is configured that cannot have a value later than the current date, the date control does not allow the user to enter an invalid date. These are only two examples of the mechanisms employed by the Diona solutions to ensure that valid and appropriate data only is entered into the system thus meeting the expectations of W. Va. Code §49-2-111c(b)(2)(G).



#### Field Validation (Android)

When an external stakeholder (e.g. foster parent, GAL etc.) is uploading a document using Diona Connect, a screen is configured for each document type that captures information about the document to be uploaded. This is used to provide context regarding the document and ensures that the document is associated with the appropriate child/case in PATH. An alert is displayed before the upload commences. This alert is used to confirm that the right document is being uploaded for the right child/case (requirement F.I.7).





### Upload Details & Confirmation (iOS)

Diona Visits is designed to be used by BSS caseworkers when in the field visiting children, families, foster parents and other people involved with a child's case. As such, Diona Visits can be used to capture images and videos that provide additional context regarding a visit and help to add further context to the visit notes. There is an extensive range of system settings used to control this behavior, including whether the capture of photos and/or videos is enabled for the Solution. When using Diona Visits, the BSS caseworker must select and open a case before uploading photos or videos to the case (rather than selecting the case as part of the upload process). This greatly reduces the chances of uploading a photo or video to the wrong case.

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*4.2.1.1.4 Authorized users to utilize calendar functionality that allows users to schedule visitation sessions for children and parents, SNS appointments, meetings with GALs, court dates, and MDT meetings.*

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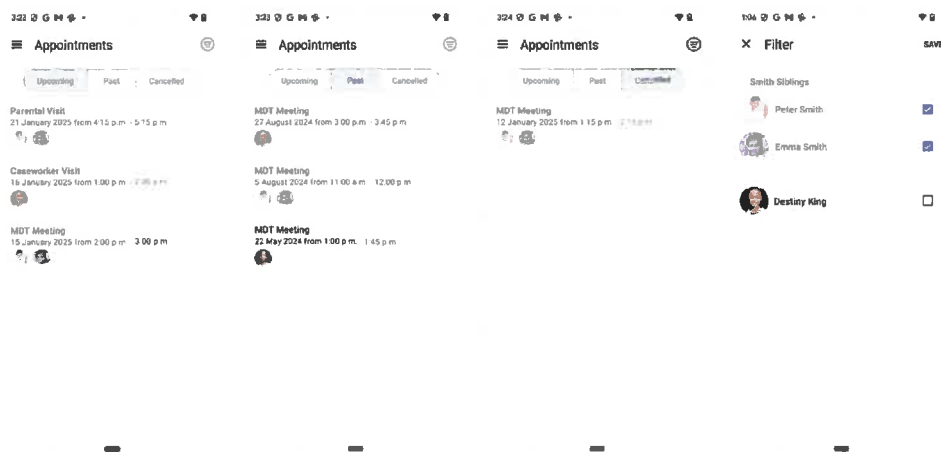
Diona Connect provides external stakeholders (e.g., foster parents, biological parents, GALs etc.) with access to the information they need with regard to visitations, meetings, appointments and court hearings. This information is displayed using the Appointments, Hearings, and Dashboard screens and is presented in a simple and accessible manner. Calendar views, such as a grid-based month view, are difficult and cumbersome for people with disabilities to use. Diona Connect presents this information in simple, accessible lists that are segmented into upcoming, past and cancelled events. The Dashboard screen, displayed when the user opens Diona Connect, immediately displays the next upcoming appointment, hearing, and visitation. In addition, Diona Connect is integrated with the iOS and Android calendar apps affording access to the rich calendar functionality provided by these apps and including these events in the same calendar with all the external stakeholder's other events and activities.

Diona Visits can be used by BSS caseworkers to manage their visits and interactions with children, external stakeholders and families. The BSS caseworker can review their scheduled visits and create new visits or meetings involving the participants in a child's case.

The remainder of this section describes how the Solution will address requirement F.S.1 and meet the expectations of W. Va. Code §49-2-111c(b)(2)(C) and W. Va. Code §49-2-111c(b)(2)(D).

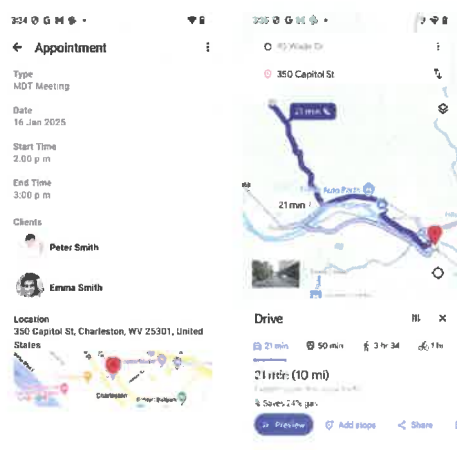
## Appointments

This Diona Connect screen lists all the appointments, visitations, and meetings involving the logged in user (e.g., a foster parent) or any of the children associated with the user. The screen is divided into three tabs, Upcoming, Past and Cancelled.



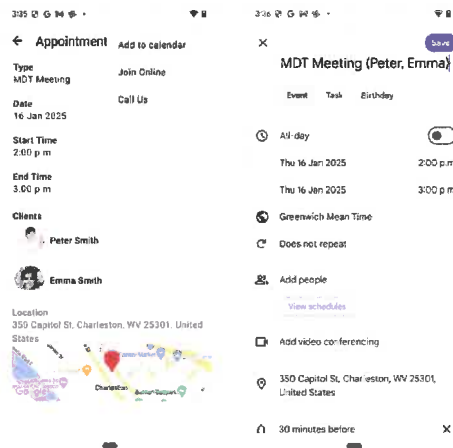
## Appointments & Filter (Android)

Tapping on an appointment opens a screen displaying further information regarding the appointment. The content of this screen can be configured to meet the Agency's requirements. A static map image is used to display the appointment location. Tapping on the map opens the mapping app on the device to display directions to the appointment location.



### Appointment Details & Get Directions (Android)

Actions can be associated with appointments. When an appointment is scheduled for a date in the future, an Add to Calendar action is available. This action opens the screen used to add a new event into the device's calendar app. The new event screen is automatically populated with the appropriate information from the appointment. Adding the appointment into the calendar app means that the appointment is included in the user's calendar along with all of their other activities, thus helping to avoid schedule conflicts. It also provides access to the extensive capabilities offered by dedicated calendar apps, e.g., alerts etc.

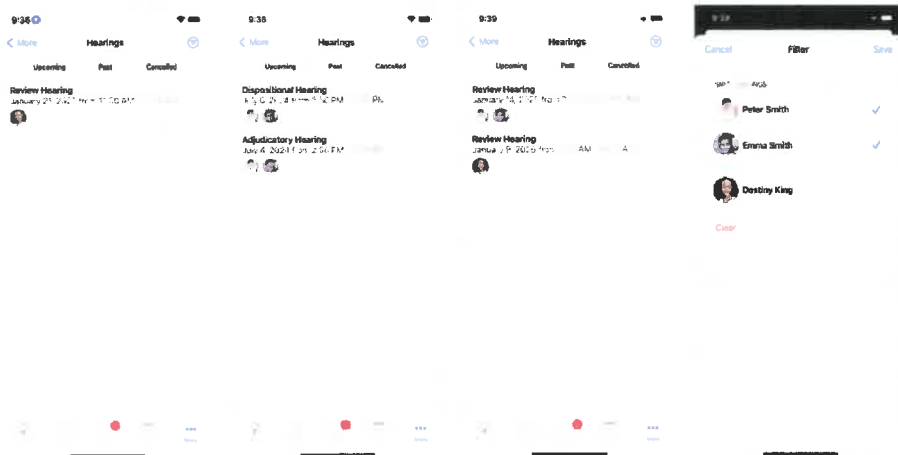


### Add to Calendar (Android)

Additional actions can be associated with an appointment. For example, the user may attend the appointment virtually by using collaboration software such as Zoom or MS Teams.

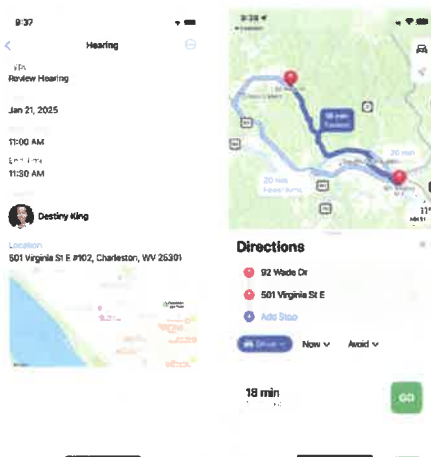
### Hearings

This Diona Connect screen lists all the court hearings involving the logged in user (e.g., a foster parent) or any of the children associated with the user. The screen is divided into three tabs, Upcoming, Past and Cancelled.



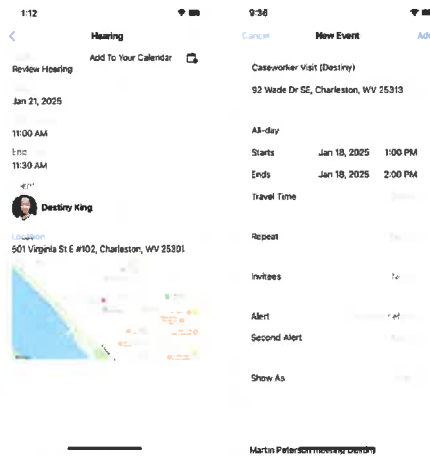
### Hearings & Filter (iOS)

Tapping on a hearing opens a configurable screen displaying further information regarding the hearing. Tapping on the static map image opens the mapping app on the device to display directions to the hearing location.



### Hearing Details & Get Directions (iOS)

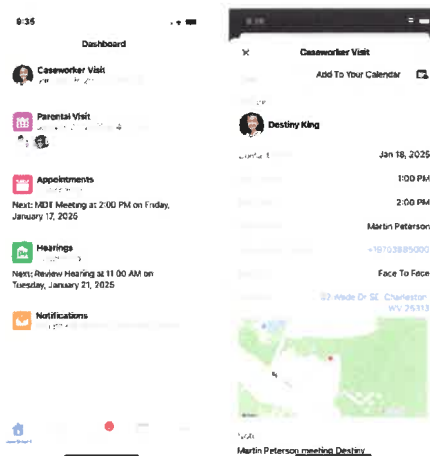
When a hearing is scheduled for a date in the future, an Add to Calendar action is available. This action opens the screen used to add a new event into the device's calendar app. The new event screen is automatically populated with the appropriate information from the hearing. Adding the hearing into the calendar app means that the hearing is included in the user's calendar along with all of their other activities, thus helping to avoid schedule conflicts. Additional actions may also be configured for a hearing, e.g., contact phone number, link to a web resource etc.



Add Hearing to Calendar (iOS)

## Dashboard

The Diona Connect Dashboard screen is displayed immediately after an external stakeholder has successfully logged into the Solution. The dashboard consists of a number of cards. Each card provides information and actions relating to a specific event. The Appointments dashboard card provides information about the next appointment or meeting. The Hearings dashboard card provides information about the next court hearing. A Visitation dashboard card is displayed providing information about the next scheduled visit for each of the children associated with the external stakeholder. Tapping on a dashboard card opens a screen displaying the full details of the event.

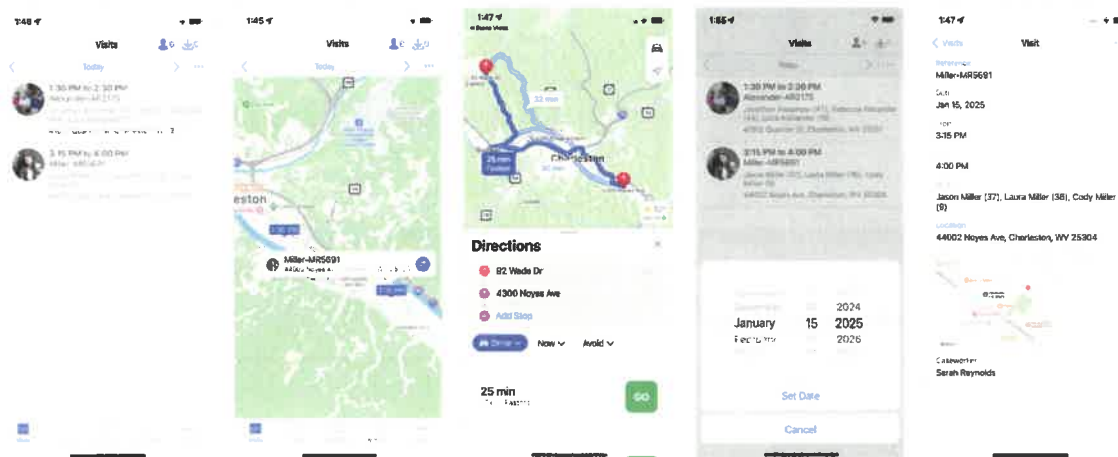


Dashboard & Visit Details (iOS)

## Visits

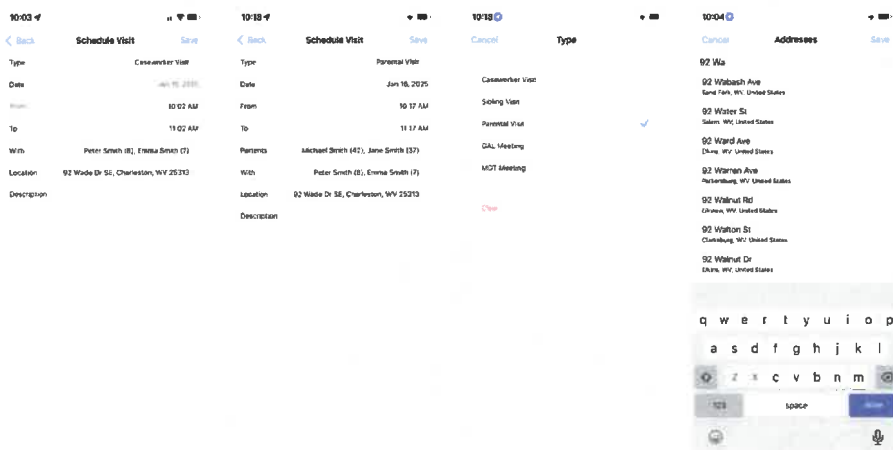
Diona Visits can be used by BSS caseworkers to view their schedule of visits with people involved with a child's case, e.g., children, families, foster parents, GALs etc. BSS caseworkers can also schedule new visits and meetings using the Diona Visits app.

The Visits screen displays a list of the caseworker's visits on a given day. The caseworker can move from day to day through their visit schedule or can jump to a specific date. The visits are displayed in a list or on a map. The map view allows the caseworker to see where they need to be and when they need to be there. The map is integrated with the mapping app (Google Maps or Apple Maps) on the device to provide access to the rich functionality available in these apps, e.g., getting directions to the visit location.



### Caseworker Visits (iOS)

A BSS caseworker can schedule new events such as caseworker visits, parental or sibling visitations, GAL meetings, etc. Address lookup is used to make it easier and more accurate to enter the location of the meeting or visit.

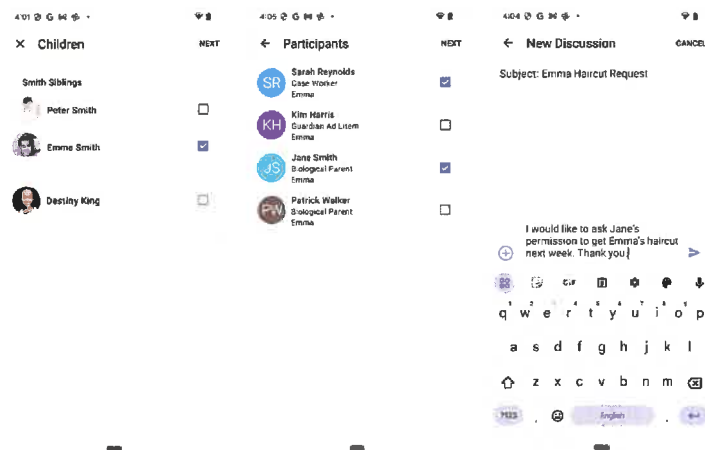


### Scheduling Visits (iOS)

*4.2.1.1.5 All authorized users to be able to make non-medical related requests, including but not limited to vacation requests or haircut requests.*

The Discussions feature is used to facilitate communication between all the people involved in a foster child's case, e.g., BSS caseworkers, foster parents, GALs, biological parents etc. This feature satisfies requirements F.C.1, F.C.2, F.C.3, F.C.4, F.C.5, and the expectations of W. Va. Code §49-2-111c(b)(2)(B).

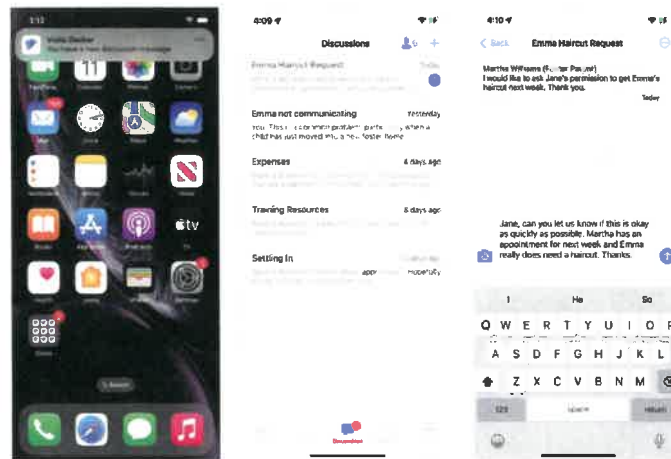
The Discussion feature can be used to make non-medical related requests such as vacation or haircut requests. To illustrate how this could work, the remainder of this section outlines how the Solution would allow a foster parent to request permission to get a child's haircut. The foster parent (Martha Williams) uses Diona Connect to create a new discussion with the intention of asking the child's mother and caseworker for permission. She includes the child's mother (Jane Smith) and caseworker (Sarah Reynolds) in the discussion.



Foster Parent Making Haircut Request (Android)

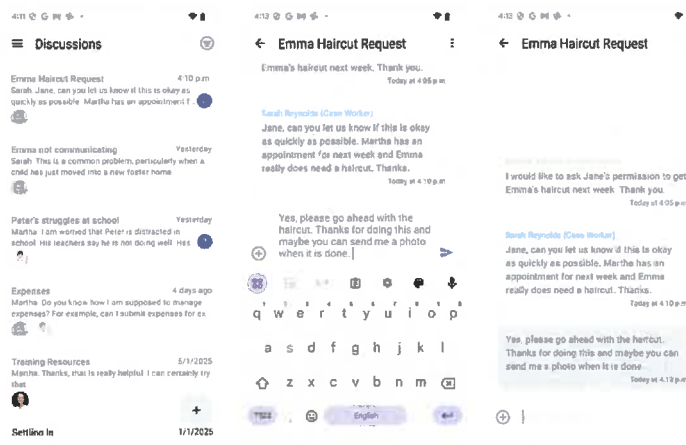
When the discussion is created, as the biological parent and caseworker are participants in the discussion, they both receive a push notification informing them of the new message. The caseworker can use the push notification to open Diona Visits, read the haircut request from the foster parent and add a new message to the discussion.





### Caseworker Prompting Biological Parent (iOS)

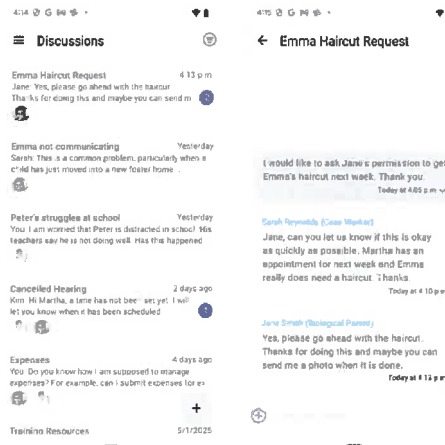
Likewise, the biological parent will receive push notifications and can use one to open Diona Connect and respond to the haircut request by adding a new message to the discussion.



### Biological Parent Providing Permission (Android)

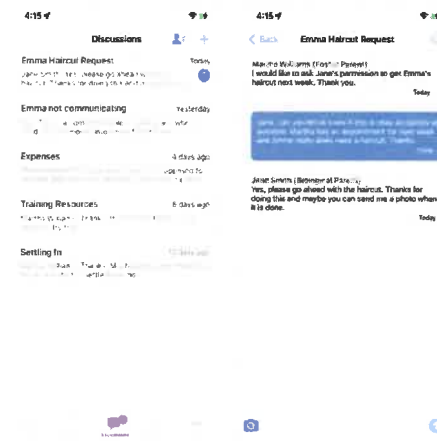
The foster parent who initiated the discussion is also sent push notifications as new messages are added to the discussion. The foster parent is notified when the biological parent provides permission for the haircut.





### Foster Parent Receiving Permission (Android)

As the caseworker is a participant in the discussion, the caseworker is also informed when the biological parent gives permission for the haircut.



### Caseworker Aware Permission Has Been Granted (iOS)

This exchange is all carried out securely using the Solution. This means there is no need for email, SMS or messaging apps. The discussion is recorded automatically by the Solution. There is no need for the caseworker to manually enter this exchange into PATH as the data will automatically be available in PATH (requirement F.C.3).

*4.2.1.1.6 The Agency to utilize Solution-generated reports to understand the responsiveness of team members to questions or requests and the average time it takes for authorized Agency users to update the information.*

The Diona Data Manager is a simple web application that can be used by Agency administrators and supervisors to extract the reports required to measure the average response time of Agency users to questions or requests raised in discussions.

The Diona Data Manager provides a flexible reporting environment that can be used to extract reports on any of the data stored in the Diona Server before it is transmitted to PATH, thus meeting requirements F.R.1 and F.R.2, and providing the data to address W. Va. Code §49-2-111c(2)(F)).



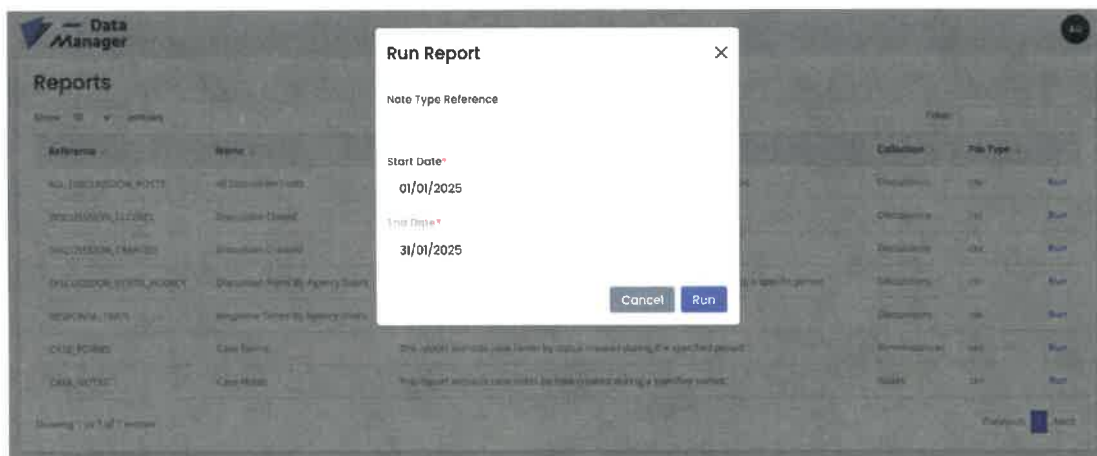
The screenshot shows the 'Data Manager' interface with a 'Reports' section. It displays a table of reports with columns: Reference, Name, Description, Collection, and File Type. The table lists various reports such as 'All Discussions', 'Discussions by User', 'Discussions by Agency', 'Case Forms', and 'Case Notes'. Each report has a corresponding 'Run' button. The interface also includes a 'Show 10 entries' dropdown and a 'Filter' button.

Reference	Name	Description	Collection	File Type
ALL DISCUSSION POINTS	All Discussion Points	This report extracts all points in discussion threads, a point for each.	Discussions	csv
DISCUSSION BY USER	Discussions by User	This report extracts all discussions where a user has posted a point.	Discussions	csv
DISCUSSION BY AGENCY	Discussions by Agency	This report extracts all discussions where a user has posted a point.	Discussions	csv
DISCUSSION BY AGENCY USER	Discussions by Agency User	This report extracts all discussions where a user has posted a point.	Discussions	csv
CASE FORMS	Case Forms	This report extracts all case forms from the system.	Formnaires	csv
CASE NOTES	Case Notes	This report extracts all case notes from the system.	Notes	csv

### Data Manager Reports

Reporting was an important consideration in the design of the Diona discussions capability. Aspects of the functionality have been added specifically to facilitate report generation. For example, when a new post is added to a discussion, the time interval since the last post is recorded with the new post (i.e., the response time).

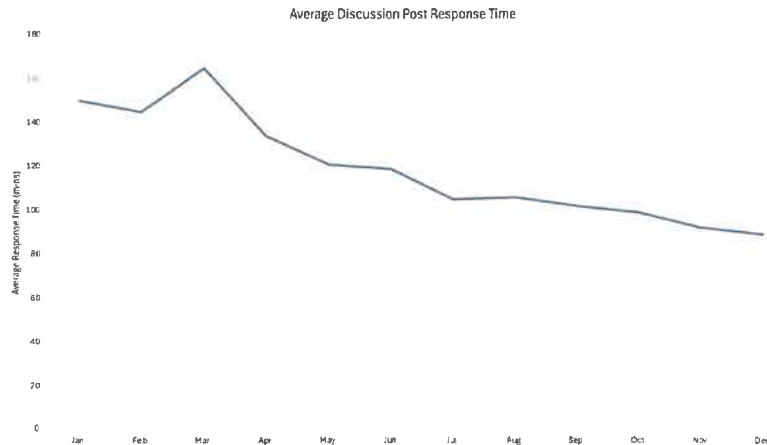
New reports can be configured as required. Reports can be designed to have multiple parameters. These parameters provide a significant amount of flexibility when running a report, e.g., a response time report could be run for all Agency users or for a specific Agency user only. Screens can be configured to capture these report parameters, e.g., start date, end date, user name, note type etc.



The screenshot shows a 'Run Report' dialog box overlaid on the 'Data Manager' interface. The dialog box has a title bar with a close button (X). It contains a 'Note Type Reference' field, a 'Start Date' field with a date picker set to 01/01/2025, and an 'End Date' field with a date picker set to 31/01/2025. There are 'Cancel' and 'Run' buttons at the bottom of the dialog box.

## Report Parameters

The reports are saved in either a Comma-Separated Values (CSV) or a JavaScript Object Notation (JSON) file. They can be leveraged using the Agency's existing reporting tools for further data analysis and presentation.



MS Excel Response Time Chart

### *b) 4.2.1.2 Project Phases*

*The Agency's objective is to implement the Solution in phases. Table 2 below outlines high-level project phases, the major efforts and deliverables involved during those phases, and the outcomes the Agency anticipates that the Vendor will achieve during these phases.*

Diona's proposed approach aligns with the Agency's goals outlined in Section 4.2 of the RFP. We will begin with the project Planning phase, concluding within 30 days of the project start date and then move into a two-phase implementation.

#### **Phase 1**

The objective of Phase 1 is to provide messaging and communication capabilities as described in the Functional and Technical Requirements for Phase 1 and in W. Va. Code §49-2-111c(b)(2)(B). To meet this objective, Diona will implement and deploy the Diona Connect and Diona Visits solutions integrated with PATH and Optum GovID. Diona Connect will be provided for both iOS and Android and available to external stakeholders in the Apple and Google app stores. The Diona Connect app will be updated to use the Agency's branding and imagery, e.g., app name, home screen icon, etc. Diona Visits will be provided on a single platform, either iOS, Android, or

Windows 10/11, of the Agency's choosing. Diona Visits will also be updated to use the Agency's branding.

Diona Connect will be configured to provide the following functionality for Phase 1:

- **Discussions:** Discussions offers all external stakeholders involved in a foster child's case the ability to securely communicate in real-time. The discussion functionality will be fully enabled in Phase 1. The Diona Server will be used to store discussion messages until the discussion is closed. When the discussion is closed, the discussion content will be sent to PATH as a PDF file that is attached to the appropriate case(s). Please see the approach to project objectives 4.2.1.1.1 and 4.2.1.1.5 for a description of the discussions functionality.
- **Notes:** A note is used when an external stakeholder wants to share information about an event or an activity, e.g., a foster parent sharing feedback on a family time visit, a school meeting or medical appointment. Draft notes will be saved using the Diona Server. Notes will be sent to PATH and, if appropriate, made available to other external stakeholders when published by the note author. Note attachments, e.g., photos, will not be supported in Phase 1. Please see the approach to project objectives 4.2.1.1.1 and 4.2.1.1.2 for a description of the notes functionality.
- **Child Demographic Information:** Basic child demographic information only will be included in Phase 1. The exact nature of this information will be defined during the requirements refinement exercise. Please see the approach to project objectives 4.2.1.1.1 and 4.2.1.1.2 for a description of the type of child information that can be made available in the Solution.
- **Notifications:** Push notifications will be used to support the discussions and note functionality in Phase 1, e.g., a push notification is issued when a new comment is added to a discussion. Please see the approach to project objective 4.2.1.1.1 for a description of the notifications functionality.
- **Help:** External party role specific help will be configured in Phase 1. It is envisioned that the external stakeholder video-based training developed for the project will be made available using the Solutions app help. Please see the approach to project objective 4.2.1.1.1 for a description of the help functionality.
- **Walkthrough:** The walkthrough is displayed when a user first launches the app and can be accessed at any time from the application help. The walkthrough provides an overview of the features present in the app before the external stakeholder starts to use it. This helps the user to quickly familiarize themselves with the features available in the app. The walkthrough content can be configured for each supported external party role, i.e., the walkthrough is different for a foster parent than a biological parent.

- **App Store Ratings:** App store ratings are crucial as they can influence the perception of an app. A high rating suggests reliability and user satisfaction, thus leading to a higher likelihood that a user will download the app. Low ratings and bad reviews make it more likely that a user will not download an app thus defeating the purpose of providing the app. Diona solutions consistently have high app store ratings, typically 4.5 – 4.7, based on hundreds of thousands of reviews. Unfortunately, dissatisfied users are more likely to provide a review than those who are happy with an app. This is the reason why both Apple and Google provide a mechanism to encourage satisfied users to provide reviews. Diona Connect uses the iOS and Android system review prompts to make it easy for a user to provide a rating. Ratings are requested infrequently in a manner that does not disrupt the user experience.
- **Google Analytics:** Diona Connect is integrated with Google Analytics. Google Analytics is a free analytics solution that provides unlimited reporting for up to 500 distinct events including active users, screen views, app versions, devices, locations, etc. Screen view events are important to understand user behavior as it can tell the Agency the number of users who have visited each screen in Diona Connect. This is particularly important as the Agency rolls out more functionality in the solution. Google Analytics can be used to report and track a multitude of Solution events, e.g., number of notes created by type, number of discussion posts, successful logins, failed logins etc.

Diona Visits will be configured to provide the following functionality for Phase 1:

- **Assigned Cases:** A list of the cases assigned to the BSS caseworker. For each case the following will be available:
  - **Case Details:** Basic case information, e.g., reference, date opened, etc. The exact nature of this information will be defined during the requirements refinement exercise.
  - **Clients:** Basic client (e.g., children and biological parents) demographic information only will be included in Phase 1. The exact nature of this information will be defined during the requirements refinement exercise.
  - **Discussions:** The discussions functionality will enable BSS caseworkers to participate securely in real time communication with the external stakeholders involved with a child's case. The discussion functionality will be fully enabled in Phase 1. Please see the approach to project objectives 4.2.1.1.1 and 4.2.1.1.5 for a description of the discussions functionality.
  - **Notes:** Draft notes will be stored using the Diona Server. When the note is completed, it will be saved to PATH and removed from the Diona Server. Please see the approach to project objectives 4.2.1.1.1 and 4.2.1.1.2 for a description of the notes functionality.

- **Participants:** Participants (or collaterals) are the people, other than the clients, involved in a case, e.g., foster parents, GAL, MDT member, etc. Read only participant information will be provided in Phase 1. The exact nature of this information will be defined during the requirements refinement exercise. Please see the approach to project objective 4.2.1.1.2 for a description of the participant functionality.
- **Notifications:** Push notifications to support the discussions and note functionality, e.g., a push notification is issued when a new comment is added to a discussion.

Beyond the core communication features, Phase 1 also involves a series of technical and administrative preparations. Based on the Project Management Plan covering scope, risk, quality, change control and resource allocations that will be finalized during the project Planning stage, the team will move into Phase 1 activities beginning with installing the necessary technical components and environments and beginning the Phase 1 Design workshops.

In addition, initial training videos and user onboarding strategies will be defined to prepare stakeholders for the upcoming Solution functionalities and how video training will be tracked. The Solution Help Desk and Diona's Maintenance and Operations team will be ready and operating beginning at Go-live.

Other features of Phase 1 include the integration of the Diona components of the Solution with PATH and Optum GovID and the development of reporting and analytics to track communication responsiveness and user interactions.

With a project start date of April 7th, 2025, Phase 1 is scheduled for implementation the week of July 28th, 2025, ahead of the required deadline.

## Phase 2

The objective of Phase 2 is to enhance the Phase 1 solution to provide the Functional and Technical Requirements for Phase 2 and the remaining items in W. Va. Code §49-2-111c(2).

The Diona Connect deployment will be updated to provide the following functionality for Phase 2:

- **Child Information:** Additional information (e.g., health records, school, placements) will be made available for each child associated with the external stakeholder. If appropriate, an external stakeholder will be able to add new child information, e.g., a new medical practitioner. The exact nature of this information will be defined during the requirements refinement exercise. Please see the approach to project objectives 4.2.1.1.1 and 4.2.1.1.2 for a description of the type of child information that could be made available.
- **Forms:** This functionality will enable foster parents to complete and submit forms. Forms that may be included are those currently provided in the Journey Placement Notebook, e.g.,



Out Of Home Observation Report, Clothing Inventory, Child's Daily Schedule, etc. or perhaps commonly completed forms such as Mileage Reimbursement or Expense Claim forms may be included. The forms included will be defined during the requirements refinement exercise. Please see the approach to project objectives 4.2.1.1.1 and 4.2.1.1.2 for a description of the forms functionality.

- **Documents:** Role appropriate documents (e.g., court documents, case plans, etc.) will be available to download using the app. Please see the approach to project objectives 4.2.1.1.1 and 4.2.1.1.2 for a description of the documents functionality.
- **Appointments:** The appointments functionality will present all the meeting and appointments (e.g., MDT Meetings, Parental and Sibling Visits, GAL Meetings, etc.) that are recorded in PATH associated with the external stakeholder or any of the associated children. Please see the approach to project objective 4.2.1.1.4 for a description of the appointments functionality.
- **Hearings:** The hearings functionality presents the court hearings recorded in PATH involving the external stakeholder or any of the associated children. Please see the approach to project objective 4.2.1.1.4 for a description of the hearings functionality.
- **Uploads:** Diona Connect will provide external stakeholders with the capability to upload documents (photos and files) in Phase 2. Please see the approach to project objective 4.2.1.1.2 for a description of the uploads functionality.

The Diona Visits deployment will be updated to provide the following functionality for Phase 2:

- **Forms:** Diona Visits will display the forms completed for a case (e.g., service plan, safety plan, releases, etc.) and allow the BSS caseworkers to complete forms when visiting with clients. Please see the approach to project objectives 4.2.1.1.1 and 4.2.1.1.2 for a description of the forms functionality.
- **Documents:** Diona Visits will make documents (e.g., case plans, court documents, etc.) available to a BSS caseworker when in the field visiting families. Please see the approach to project objective 4.2.1.1.1 for a description of the documents functionality.
- **Attachments:** BSS caseworkers will be able to upload media attachments (e.g., photo, audio, video) using Diona Visits. Please see the approach to project objective 4.2.1.1.2 for a description of the attachments functionality.
- **Visits & Meetings:** Diona Visits will provide the ability for BSS caseworkers to view their daily schedule of visits with the people involved in a child's case and to schedule new events. Please see the approach to project objective 4.2.1.1.4 for a description of this functionality.

During Phase 2 the integration with PATH will be expanded, along with Solution reporting capabilities. The user-based training videos and user manuals created for Phase 1 will also be expanded and enhanced to provide training and guidance on the full Solution. The Help Desk team will also receive updated training and supporting content.

Phase 2, planned for go-live the week of January 19th, 2026, is also proposed well ahead of the required implementation date.

In the next section (4.2.1.3) of our response, we have included detailed information about our approach, major efforts, and deliverables, as well as the high-level project timeline to deliver the Agency's Solution and W. Va. Code §49-2-111c(b)(1-3) required outcomes. Ahead of those details, below we have summarized how our proposed Solution achieves these outcomes.

W. Va. Code §49-2-111c(b)(1-3) Required Outcome	Solution Feature(s) to Achieve Outcome
<p>(b) (1) The department shall develop and implement a web-based communication system which shall either be incorporated into the existing child welfare information technology system or be developed and implemented through the purchase of additional products that can be used in conjunction with the existing child welfare technology system. The web-based communication system shall communicate with and pull information from the existing child welfare information technology system. The components of the system may be implemented incrementally, except that §49-2-111c(b)(2)(B) of this code, shall be implemented on or before July 1, 2025, with the project completed on or before July 1, 2026.</p>	<p>Diona has proposed a Solution for the Agency that meets the mandatory requirements, the desirable requirements, and the expectations of W. Va. Code §49-2-111c(b)(1-3).</p> <p>With a project start date of April 7th, 2025, Phase 1 is scheduled for Go-Live the week of July 28th, 2025. Phase 1 specifically addresses W. Va. Code §49-2-111c(b)(2)(B), as detailed in our proposal response and summarized in this table.</p> <p>Phase 2 is scheduled for Go-Live the week of January 19th, 2026. Phase 2 addresses the remaining W. Va. Code §49-2-111c(b)(2) requirements, as detailed in our proposal response and summarized in this table.</p>
<p>(b) (2) (A) Ensure that permission access to utilize the system about a foster child is granted to only those parties with legal responsibilities to care for and support the foster child;</p>	<p>User authentication and account management will be handled using Optum GovID. When launched, both Diona Connect and Diona Visits will be redirected to Optum GovID. The user will be returned to the Diona solution upon successful authentication by Optum GovID. The user's Optum GovID account must be associated with an appropriate record in the PATH CCWIS for information to be returned to the user. Diona Connect provides a "Step Up" process that can be used to associate</p>



W. Va. Code §49-2-111c(b )(1-3) Required Outcome	Solution Feature(s) to Achieve Outcome
	<p>a user's Optum GovID account with their record in PATH. Permission to access the system will not be granted to any user for whom a PATH record cannot be identified. This ensures that only users with the appropriate permission can access the system.</p> <p>Diona Connect is designed to be used by all types of external stakeholders involved in a child's case, e.g., foster parent, biological parent, guardian ad litem, MDT member, etc. The Diona Connect solution is not constrained to a specific set of external stakeholder roles. Role based configuration of the Diona Connect solution means that only role appropriate functionality and information is available in the solution.</p>
(b) (2) (B) Facilitate communications between those individuals involved in the child welfare system, including, but not limited to, foster parent or kinship parent requests and responses to requests to staff of the Bureau for Social Services and their contractual designees;	<p>The system shall facilitate communication and collaboration between the individuals involved in the child welfare system using Diona Connect and Diona Visits. The Discussion and Notes features of Diona Connect will be used by external stakeholders to communicate with other external stakeholders and BSS caseworkers. BSS caseworkers will use the same capabilities in Diona Visits to communicate with external stakeholders.</p> <p><b><i>This will be achieved with the Phase 1 Solution Go-Live, which is scheduled for the week of July 28th, 2025, ahead of the required deadline.</i></b></p>
(b) (2) (C) Provide information regarding visitation, appointments, travel, and other services available to the foster child;	<p>Diona Connect provides external stakeholders with access to the information they need regarding visitations, appointments other services. This information is displayed using the Appointments and Dashboard screens and is presented in a simple and accessible manner. The Dashboard screen, displayed when the user opens Diona Connect, immediately</p>

W. Va. Code §49-2-111c(b )(1-3) Required Outcome	Solution Feature(s) to Achieve Outcome
	<p>displays the next upcoming appointment, and visitation.</p> <p>BSS caseworkers can use Diona Visits to manage their visits and interactions with children, external stakeholders, and families. The BSS caseworker can review their scheduled visits and create new visits or meetings involving the participants in a child's case.</p> <p>Push notifications will be used to ensure that users are reminded of upcoming visitations, appointments, and other activities.</p>
<p>(b) (2) (D) Provide information regarding court hearings, meetings with guardian ad litem, multidisciplinary team (MDT) meetings, and provide other communications that may improve care for the foster child amongst designated parties with legal responsibilities to care for the foster child;</p>	<p>Diona Connect provides external stakeholders with access to the information they need regarding court hearings, MDT, and other meetings. This information is displayed using the Appointments, Hearings and Dashboard screens and is presented in a simple and accessible manner.</p> <p>The Forms functionality can be used to provide a foster parent with the ability to submit an Out of Home Observation Report prior to an MDT meeting. If appropriate, this report can be shared with the MDT members using Diona Connect in advance of the MDT meeting.</p> <p>Push notifications will be used to ensure that users are reminded of upcoming court hearings and meetings.</p>
<p>(b) (2) (E) Provide health records for the foster child to the foster parent or kinship parent by connecting with existing health care systems;</p>	<p>Diona Connect provides an extensive array of health information regarding a child to foster parents and kinship parents. The exact nature of this information can be configured per role. In addition, Diona Connect can be configured to enable a user to update this information when appropriate. For instance, a foster parent may be allowed to update medication, treatment, or practitioner information, while</p>

W. Va. Code §49-2-111c(b )(1-3) Required Outcome	Solution Feature(s) to Achieve Outcome
	another type of external stakeholder can view but not update this information .
(b) (2) (F) Have the capacity to archive communications for the purpose of running reports on responsiveness by parties in the child welfare system; and	The system will archive all communication information. The Diona Data Manager provides a flexible reporting environment that can be used to extract reports on any of the data stored in the Diona Server, including responsiveness reports.
(b) (2) (G) Be created to prevent the input of the redundant information.	<p>Diona Connect and Diona Visits are designed to prevent the input of redundant and invalid data.</p> <p>Mandatory information is clearly indicated and must be provided before data can be saved. Field and cross field validations may be configured. These and other mechanisms ensure that only valid and complete data is submitted.</p> <p>Notes and forms are stored in a draft state before completion. The user has the opportunity to ensure that the data is correct before it is submitted. Warnings are displayed prior to submission.</p>
(b) (3) The department shall analyze and evaluate the average time it takes a child protective service worker to update the web-based communication system with the information required in this section. The department shall also evaluate the child protective service worker's response time to requests made in the web-based communications system from foster parents and kinship parents.	The Diona Data Manager is a web application that can be used by Agency administrators and supervisors to extract reports that can be used to evaluate and analyze responsiveness.

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*c) 4.2.1.3 Project Deliverables*

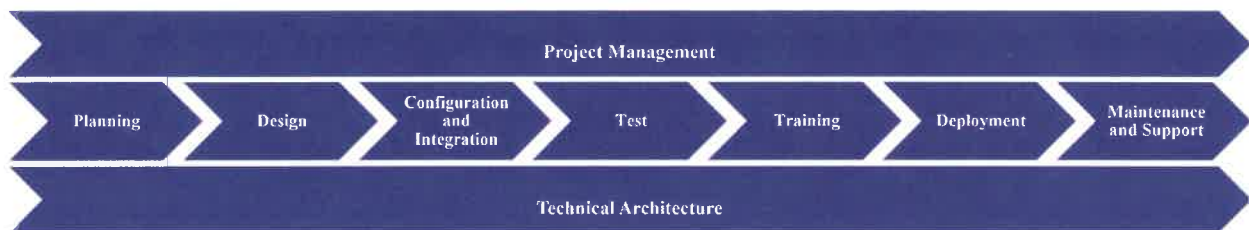
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*The Agency anticipates that the Vendor will supply the deliverables listed in Table 2 below. Vendors should provide a narrative describing their approach to the major efforts and deliverables in their technical proposal. As part of the response, Vendors should include a draft Implementation Plan, including a project timeline that aligns with the Vendor information submitted in the Appendix C: Cost Proposal Form, Project Deliverables worksheet. Vendors should also include a copy of their project management plan outline, including at a minimum, sections for Scope, Quality, Resource, and Risk and Issue Management that will be finalized during project planning.*

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**Approach to Major Efforts and Deliverables**

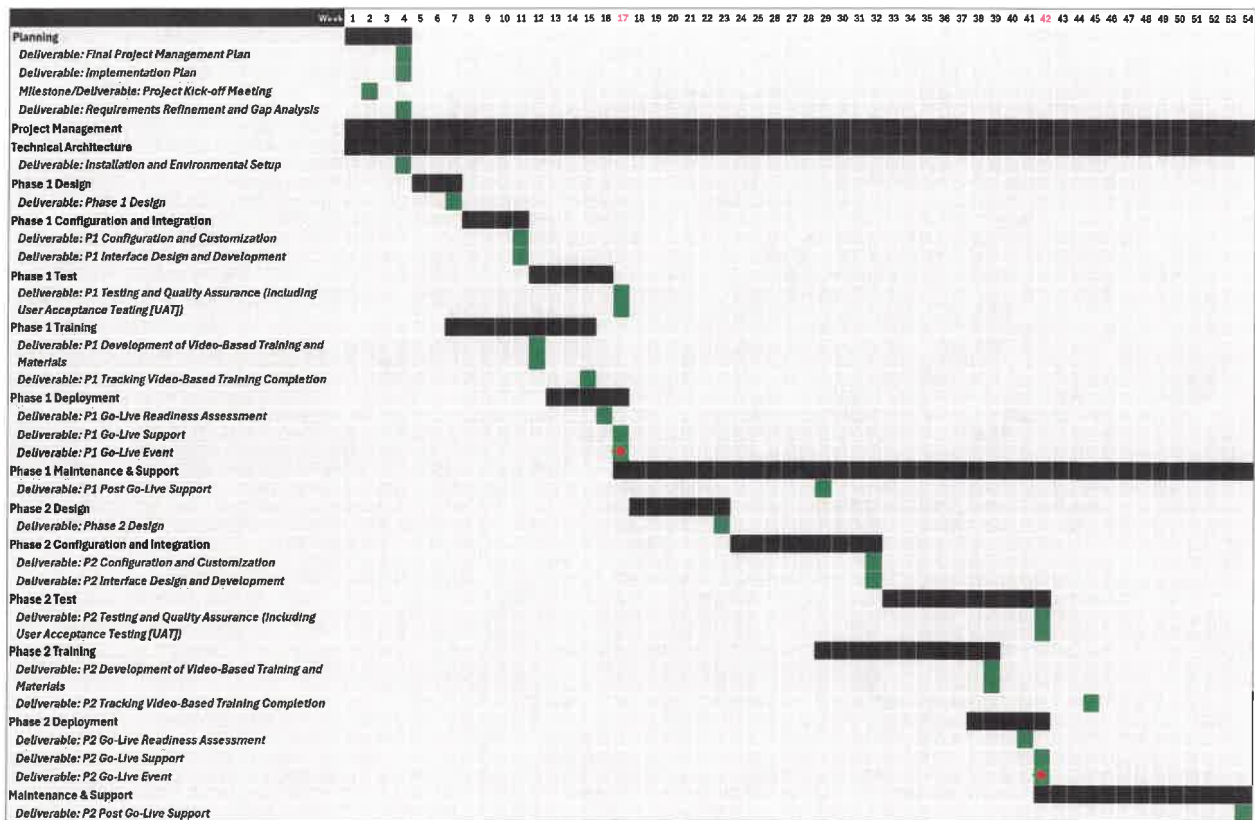
Diona's methodology divides the project into manageable and controllable implementation stages, as seen below, to facilitate accurate planning, while demonstrating controlled progress. The methodology is designed to address the areas that require the most effort while reducing effort in traditional areas of the Systems Development Life Cycle (SDLC) that are minimized or not applicable because of our commercial off-the-shelf (COTS) solutions.



The Project Management activities run throughout the Child Welfare mobile application communication software solution project with the goal of ensuring the project proceeds towards success and the configured and integrated Diona solutions meet the functional and non-functional needs of the Agency.

During the Planning stage, the Diona Project Manager will work with the Agency's Project Monitor to brief the entire team on the project and expectations held by both parties. The Project Manager and Project Monitor will confirm role titles and descriptions (for example, Technical Lead or Design Lead) allowing everyone to hit the ground running with clearly defined roles.

Based on the Agency's requested Solution phases and functional and technical requirements, and leveraging the Diona COTS solutions and Diona methodology, Diona is able to propose the below schedule. This schedule delivers both Phase 1 and Phase 2 of the Solution earlier than the Agency's stated goal dates. With a project start date of April 7th, 2025, Phase 1 Go-Live occurs the week of July 28th, 2025, and Phase 2 Go-Live occurs the week of January 19th, 2026.



The Project Management Plan will identify specific assignments and schedules for both Diona and the Agency's team members. This will serve as the basis for status reporting and governance reporting. This plan is designed to serve as a clear and organized guide for managing all critical aspects of the project, keeping everything aligned with the goals, expectations of stakeholders, and industry standards. During the project Planning phase, we will refine and finalize the plan, paying particular attention to key areas such as Scope, Quality, Resource Management, and Risk and Issue Management. The following is an outline of Diona's Project Management Plan:

- I. Introduction
  - a. Overview of the Project Management Plan
- II. Project Overview and Objectives
  - a. Goals and objectives
- III. Stakeholders
  - a. Internal stakeholders and roles
  - b. External stakeholders and roles
- IV. Scope Management:
  - a. Phase definitions
  - b. Phase deliverables with delivery dates
  - c. Confirmed requirements and approach
  - d. Deliverables review approach and acceptance criteria
  - e. Change control process for potential scope adjustments



- 
- V. Project Plan
    - a. Schedule
    - b. Milestones and dependencies
    - c. Staffing
  - VI. Change Management
    - a. Document approach to manage and implement changes
  - VII. Quality Management
    - a. Overall quality management process
    - b. Quality assurance milestone reviews
    - c. Testing frameworks to ensure system integrity and functionality
  - VIII. Resource Management
    - a. Role definitions and resource assignments
    - b. Contingency plans for capacity constraints and/or resource changes
  - IX. Risk and Issue Management:
    - a. Risk log with mitigation strategies for each identified risk
    - b. Escalation matrix for resolving risks that become issues promptly
  - X. Communication Plan
    - a. Key messages by stakeholder types
    - b. Strategy and approach for delivery communications
    - c. Schedule

Like the Project Management activities, the Technical Architecture activities run throughout the project. These activities begin in the Planning stage when the necessary environments for the implementation project and production are confirmed. With an initial focus on provisioning the development environment for the initial stages of the project, the Diona Technical Lead will then work with the Agency's architects to confirm the requirements for the production environment.

From the Planning stage where a high-level integration approach is defined, the Diona Technical Lead will document the overall architecture of the Solution, including integration protocols, and finalizing architecture diagrams.

### ***Planning***

The Planning stage creates the baseline for the implementation and will kick off the work between the Agency and Diona teams. This initial step will provide the Agency business and technical teams with familiarity with the Diona Platform and the Diona Connect and Diona Visits solutions, which will be leveraged during the subsequent design sessions. Execution of this stage will include the following:

- **Initial Project Planning Sessions - *first week of project***

The Diona Project Manager and Agency Project Monitor will meet in the first week of the project to collaborate on scheduling the project Planning stage. They will also review and agree short-term project activities, confirm Agency stakeholders and Solution user groups, and identify required participants for planning, design and technical sessions.

Key initial activities also include conducting team introductions for both the Agency and Diona teams and arranging for their participation in necessary sessions. The teams will also look to schedule the Project Kick-off Meeting to introduce the broader team to the Project, the objectives, and the Implementation Plan.

The proposed sessions following the initial project planning and their content are below, and the project leads will work together to confirm.

- **Diona Reviews** - *2 sessions with Diona and the Agency*

The Diona team will conduct sessions with the Agency business and technical teams to review the Diona Connect and Diona Visits COTS solutions. During these sessions, the Diona team will provide overviews of the native mobile apps and conduct demonstrations of their functions and capabilities, as well as the configurations available within the solutions.

The Diona solutions also include well-defined and pre-existing product interfaces that will be reviewed during this overview. In concert with the Diona and Agency Solution and Technical Architects, this review will inform the overall integration approach between the native mobile solutions and the Agency systems, e.g., PATH and Optum GovID.

This review will create a foundation for both Diona and the Agency to build on during the Design stages of each implementation phase.

- **Requirements Validation** - *3 sessions with Diona and the Agency*

After the Diona solution reviews are completed, Diona will lead requirement validation sessions with the Agency's business and technical teams. These sessions will focus on reviewing and confirming the project requirements and proposed approach for meeting them for Phase 1 and Phase 2, as detailed in this proposal response. Key topics for discussion will include Phase 1 features such as Discussions, Notes, and Notifications, along with Phase 2 features like Forms, Documents, Appointments, and Uploads. Additionally, a separate session will be conducted to validate the stated Technical Requirements.

Additionally, with a foundational understanding of the Diona solutions, the Diona and Agency technical teams will review the required integration points and confirm integration approaches for PATH and Optum GovID.

This validation step will be used to review the project requirements and our proposed approach for meeting them, as defined in this proposal response, to ensure mutual understanding of the objectives and Solution.

- **Change Management Approach Planning**

Change management is a structured approach to transitioning individuals, teams, and organizations from a current state to a desired future state. It involves preparing, supporting, and helping individuals to adopt change to drive organizational success and outcomes.

For this project, change management will address how the Solution will affect external stakeholders and BSS caseworkers. To facilitate this, Diona's Implementation and Organizational Change Management Consultant will engage with key stakeholders in an initial session. This session will focus on understanding their needs, addressing concerns, and setting the foundation for a smooth transition. A comprehensive change management strategy will then be developed, focusing on communications, training, and stakeholder engagement to facilitate a smooth implementation and acceptance of the Solution.

- **Integration Approach and Technical Architecture** - 4 sessions with Diona and the Agency

The Child Welfare mobile application communication software solution will integrate with PATH and Optum GovID. During the Planning stage, the Diona and Agency technical teams will review the integration approaches between these systems and the Diona solutions. The teams will also discuss and define the overall Solution architecture.

The Planning stage is expected to take four weeks and will require participation from the Agency and Diona business and technical teams. Creating this baseline will help orient the Agency's team for the upcoming Design, Configuration & Integration, and Deployment stages which will enable productive working sessions during future stages.

#### Deliverables

#	Name	Description
D001	Project Kick-off Meeting	The kick-off meeting will serve as an opportunity to introduce the Diona and Agency project teams, confirm roles and responsibilities, and ensure alignment on the project objectives, scope, and timeline. The Diona Project Manager will lead this meeting in collaboration with the Agency's Project Monitor. This deliverable will include the presentation used during the meeting, the invite list, the attendee list, and the notes documented during the meeting.
D002	Final Project Management Plan	This deliverable will detail how the implementation will be managed. It will include all aspects of project planning such as scope, change management, budget, schedule, risk



#	Name	Description
		management, communication plan and quality assurance.
D003	Requirements Refinement and Gap Analysis	This deliverable will detail the requirements validated during the Planning stage with a high-level approach for how the Diona Connect and Diona Visits solutions will fulfill them. Any additional requirements identified during the Requirements Validation sessions, or requirements found to no longer be applicable will also be documented in this deliverable.
D004	Implementation Plan	This deliverable will detail the roadmap of how Diona and the Agency will execute the project in alignment with the objectives and requirements. It will detail the activities that are needed to execute the project, breaking them into actionable tasks for both Phase 1 and Phase 2. It will establish timelines, identify team responsibilities, and allocate resources.

### **Phase 1**

#### **Go-Live the week of July 28th, 2025 based on a project start date of April 7th, 2025**

At the start of Phase 1, technical environments will be established. Based on the details compiled during the Planning stage, the Diona technical team will configure the necessary AWS GovCloud environments and begin installing software, including the Diona software.

Diona will set up and configure four distinct environments for the Solutions implementation: Build, Test, Staging, and Production. Each environment will be tailored to support specific stages of the development and deployment process.

- **Build Environment:** This will serve as the initial development and integration environment where Diona resources will configure the Diona Connect and Diona Visits solutions and develop the Diona side of the integrations.
- **Test Environment:** This environment will be dedicated to quality assurance and User Acceptance Testing, allowing thorough validation of the Solution's functionality and performance.
- **Staging Environment:** This pre-production environment will closely mirror the production setup and will be used for final testing and verification before Go-Live.

- **Production Environment:** This environment will host the operational Solution for end-users.

In each environment, Diona will:

- Install and configure the Diona Connect and Diona Visits solutions.
- Set up the Diona Server and necessary third-party dependencies (e.g., Node.js, MongoDB).
- Configure integration points for PATH and Optum GovID.
- Set up monitoring tools.

This multi-environmental approach will ensure a robust, secure, and thoroughly tested implementation that meets the Agency's specific needs for the implementation.

#### Deliverable

#	Name	Description
D005	Installation and Environmental Setup	These are the activities needed to configure and deploy the AWS GovCloud environments and base versions of Diona Connect and Diona Visits solutions, as well as prepare the environments for configurations and interface development activities that will occur in the upcoming stages of the project. This deliverable will document the overall Solution architecture that is established.

#### *Design*

This stage determines and defines the details of the best way to configure Diona Connect and Diona Visits to meet the Solution requirements validated in the previous Planning stage. Defining the details of the configurations is the critical first step in the Phase 1 and Phase 2 cycles, building upon the foundational work completed during the Planning stage. During Design, the details of the PATH and Optum GovID integrations, include data elements, validations, and error handling, will also be defined and documented.

Given Diona solutions are COTS, the teams will work through the configuration design, including defining specific date, field labels, validations, and property configurations – all of which can be applied during the design stage. The Solution user interface elements of design will be framed according to the configuration options available within the Diona solutions.

Diona will collaborate closely with Agency business users and key stakeholders to ensure that the design addresses the specific needs of various Solution user groups, while maintaining compliance with the Agency's functional and technical requirements. Though the Diona team will be leading

these workshops, it is important that key stakeholders for each user role are represented during the workshops.

The Diona Project Manager will work with the Agency Project Monitor to define the workshop schedule and needed attendees to allow the Agency to ensure the appropriate teams are represented. Failure to have appropriate stakeholders in design sessions will cause delays in this stage and potentially delay execution of the Phase.

Based on the Phase 1 definition and scope, Diona will conduct multiple design workshops, both business and technical, to cover the key components of the Diona Connect and Diona Visits implementations, including the PATH and Optum GovID integrations. The following high-level workshops and topics could be revised based on changes identified during the requirement validation sessions.

- Diona Connect Workshops:
  - Agency branding of the Diona Connect native mobile app
  - Discussions functionality
  - Notes functionality
  - Child demographic information details
  - Push notifications to support Discussions and Notes
  - Role specific Help details
  - Diona Connect Walkthrough details
  - App store ratings functionality
  - User flows and data details for each unique Diona Connect user role: 1) foster/kinship parents, 2) biological parents, 3) legal community users (guardians ad litem, probation officers), 4) Socially Necessary Services (SNS) providers, and 5) Child Placing Agencies (CPAs)
- Diona Visits Workshops:
  - Agency branding of the Diona Visits native mobile app
  - Assigned cases list details, including case and client details
  - Discussions functionality
  - Notes functionality
  - Participants (collaterals) information details
  - Push notifications to support Discussions and Notes

- User flows and data details for Diona Visits BSS caseworkers
- Integration Workshops:
  - PATH integration
  - Optum GovID integration for authentication
- Analytics and Reporting Workshops:
  - Google Analytics integration and event tracking
  - Report definitions for the Phase 1 portion of the ten Solution reports
- Security and Compliance Workshops:
  - Role-based access control
  - Data privacy and security measures

The primary goal of these design workshops is to ensure that the stakeholders understand how each of the six user groups will interact with their respective Phase 1 Solution user flows, functions and features.

#### Deliverable

#	Name	Description
D006	Phase 1 Design	This deliverable defines the specific configurations to the Diona Connect and Diona Visits solutions and the PATH and Optum GovID integration details to support the Phase 1 Solution. The configurations and integration details will be agreed during design workshops.

### ***Configuration and Integration***

The Configuration and Integration stage focuses on implementing the configurations and developing the integration code for Phase 1 of the Child Welfare mobile application communication software solution project that were defined during the Design stage. During this stage, system configurations are aligned with functional and technical requirements, including user role definitions and access permissions.

During this stage, Diona will be responsible for developing the Diona solution sides of the required integrations and the Agency will be responsible for the PATH and Optum GovID sides of the required integrations. The Diona and Agency teams will collaborate on ensuring the successful implementation of the data elements, validations, and error handling defined during the Design stage.

Along with the configuration and integration activities, the Diona Implementation and Organizational Change Management Consultant will continue to expand and execute on the comprehensive communication strategy to keep Agency stakeholders and users informed of Phase 1 information. This will include content reviews, method of communications, and frequency required to prepare the Agency and users for the Solution implementation.

#### Deliverables

#	Name	Description
D007	Configuration and Customization (Phase 1)	Upon completion of the implementations of the Solution configurations to Diona Connect and Diona Visits for Phase 1, this deliverable will document the completed Solution components.
D008	Interface Design and Development (Phase 1)	This deliverable details how the Diona solutions have been integrated with PATH and GovID for Phase 1, including the interfaces exposed and functional data mappings. It will also detail the synchronization, authentication and push notification details that have been implemented for Phase 1.

#### Test

Solution testing is a critical part of the project, executed to ensure that Child Welfare mobile application communication software solution meets the functional and technical requirements. The Test stage includes a structured, multi-stage testing approach to validate Solution functionality, performance, usability and integration capabilities.

The following are the multiple stages of the Solution testing:

- **Unit Testing:** Individual components and modules are tested in isolation to confirm they function as intended. This ensures that smaller units of the Solution operate correctly.
- **Integration Testing:** Focuses on verifying the seamless interactions between the Diona solutions and PATH and Optum GovID, ensuring bidirectional data flow and interoperability.
- **System Testing:** The end-to-end Solution is tested to validate that it meets the specified requirements. This includes testing core functionalities and implemented configurations, along with stress testing to evaluate Solution performance under heavy usage and security testing to identify potential vulnerabilities.
- **User Acceptance Testing (UAT):** Solution end-users, including BSS caseworkers and the external stakeholders, and Agency representatives participate in testing the Solution in real-



world scenarios. This stage of testing runs for two weeks and ensures the Solution is intuitive, meets user needs, and supports their workflows effectively. Feedback gathered during UAT is documented and prioritized to incorporate necessary adjustments before final deployment of the Phase 1 Solution.

#### Deliverable

#	Name	Description
D009	Testing and Quality Assurance (including User Acceptance Testing) (Phase 1)	When the Solution has been successfully tested through UAT, this deliverable will document the results of the Phase 1 testing stages.

#### *Training*

During the Training stage, the Diona team will develop on-demand training videos and digital user guides for the Solution. Both the videos and guides will be role-based with six videos and guides being created; one each for foster/kinship parents, biological parents, legal community users (guardians ad litem, probation officers), Socially Necessary Services (SNS) providers, Child Placing Agencies (CPAs), and BSS caseworkers.

Four additional videos will be developed to provide training on general use topics such as securing an Optum GovID, logging on, basic navigation, and reporting issues or concerns. Three of these videos will be focused on the Agency configured Diona Connect app for external stakeholders (foster/kinship parents, biological parents, legal community users, SNS providers, and CPAs). The remaining video will be focused on the Agency configured Diona Visits app for Agency users (BSS caseworkers). More details on the ten proposed videos can be found in section 4.2.2.4.

Diona will leverage Moodle, a widely adopted, open-source Learning Management System (LMS), to track the completion of video-based training. Moodle offers a robust set of features to track session participation and training completion. Diona will configure reports to provide insights into video views, video completions, and time spent on each video.

By leveraging Moodle's advanced tracking, reporting, and analytical capabilities, Diona will provide a structured and effective approach to deploying and managing video-based training and supporting user engagement.

For Phase 1, the videos and guides will be based on the Phase 1 Solution scope and functionality.

#### Deliverables

#	Name	Description
D010	Development of Video-Based Training and Materials (Phase 1)	This deliverable will document the completed ten videos and six digital guides for Phase 1.

#	Name	Description
D011	Tracking Video-Based Training Completion (Phase 1)	This deliverable will incorporate Moodle reports to provide the Agency with information about user completed training for Phase 1.

### ***Deployment***

The Deployment stage represents the final stage of implementing Phase 1 of Child Welfare mobile application communication software solution, transitioning the system from development and testing into a live operational environment.

The Agency's version of Diona Connect will be provided for both iOS and Android and will be available to external stakeholders in the Agency's Apple App and Google Play stores. The Diona team will leverage the Diona App Publishing Guide to collaborate with the Agency on the content for the app stores and the process of submitting the apps to the stores.

The Agency's version of Diona Visits will be made available on either iOS, Android, or Windows based on the Agency's preference and will be pushed out to Agency provided BSS caseworker devices via the Agency's Mobile Device Management solution.

### **Deliverables**

#	Name	Description
D012	Go-Live Readiness Assessment (Phase 1)	This deliverable will document the results of the comprehensive evaluation of the Solution's readiness for Phase 1 Go-Live via a go-no-go checklist. The checklist will be the basis of a go-no-go meeting with the Agency Project Monitor and key stakeholders during which it will be confirmed that all critical issues are resolved, and the Solution meets predefined acceptance criteria.
D013	Go-Live Support (Phase 1)	This deliverable confirms the Diona team's activities and support through the successful go-live of the Phase 1 Solution.
D014	Go-Live Event (Phase 1)	This deliverable confirms the successful go-live of the Phase 1 Solution with a Solution deployment communication and launch announcement.

### ***Ongoing Maintenance and Support***

Immediately following the go-live of the Phase 1 Solution, Diona will begin providing Post-Go-Live Support. These ninety days of support will leverage the ongoing maintenance and operational support processes and procedures.

- **Issue Resolution and Incident Management**

Diona will implement a structured issue-tracking system using Zendesk to log, prioritize, and resolve reported issues. We will provide Support through a multi-tiered approach, starting with our Level 1 Help Desk troubleshooting and trying to solve the issue immediately or escalating to Level 2 for additional analysis. Diona Level 3 Product Support will be engaged for core system issues when necessary.

Critical incidents will be immediately escalated, triggering real-time alerts via email or SMS. Stakeholders will receive continuous updates in accordance with the Agency's Service Level Agreements (SLAs).

All issues will be addressed within defined SLA response and resolution timelines. Critical cases will receive a response within 1 hour, a workaround within 8 hours, and a full fix within 24 hours.

- **System Maintenance and Enhancement**

The Diona team will apply regular software updates, patches, and enhancements will be applied while maintaining a 99.9% system uptime. Regular software updates will help maintain compliance with the latest security and technology standards.

To effectively track, manage, and implement technical changes, enhancements, and user-requested improvements from identification, AWS development support tools will be utilized. In addition, a Corrective Action Plan (CAP) will be provided to the Agency monthly. This comprehensive plan will detail the identified defects, the progress made in resolving them, and the system enhancements that have been implemented.

- **Production System Monitoring**

Diona will monitor system performance using real-time analytics to identify and resolve potential bottlenecks, slowdowns, or capacity constraints. Zendesk dashboards and automated workflows will track support tickets through various stages to streamline the resolution process.

Monthly reports will be submitted to the Agency, providing detailed information on system performance metrics and adherence to Agency SLAs.

- **User Support and Assistance**



Diona will provide comprehensive user support, beginning with a dedicated Help Desk accessible Monday through Sunday from 7 a.m. to 7 p.m. ET. Additionally, after-hours and holiday on-call support will be available for critical incidents.

Real-time interpretation services will be available for over 100 languages, ensuring that non-English-speaking users can receive assistance in their preferred language.

User inquiries will be promptly addressed, with technical troubleshooting and real-time guidance available to ensure smooth system operation, all within the defined SLA response times.

#### Deliverable

#	Name	Description
D015	Post-Go-Live Support (Transition to Operational Support) (Phase 1)	This deliverable confirms the Phase 1 Post-Go-Live Support provided by the Diona team.

## **Phase 2**

### **Go-Live the week of January 19th, 2026 based on a project start date of April 7th, 2025**

#### ***Design***

The Phase 2 design will build on the Solution functionality released in Phase 1. The Diona team will again collaborate closely with Agency business users and stakeholders on the Design stage activities, as detailed above for the Phase 1 Design stage.

Based on the Phase 2 scope, Diona will conduct additional design workshops. The following high-level workshops and topics could be revised based on changes identified during the Planning stage requirement validation sessions.

- Diona Connect Workshops:
  - Additional child information
  - Forms design for the Diona Connect portion of the eight Solution forms
  - Documents functionality
  - Appointments functionality
  - Hearings functionality
  - Uploads functionality
  - Additional push notifications for expanded functionality
  - Additional Help information

- Expanded user flows and data details for each unique Diona Connect user role: 1) foster/kinship parents, 2) biological parents, 3) legal community users (guardians ad litem, probation officers), 4) Socially Necessary Services (SNS) providers, and 5) Child Placing Agencies (CPAs)
- Diona Visits Specific Workshops:
  - Forms design for the Diona Visits portion of the eight Solution forms
  - Documents functionality
  - Attachments functionality
  - Visits and meetings functionality
  - Additional push notifications for expanded functionality
  - Expanded user flows and data details for Diona Visits BSS caseworkers
- Integration Workshops:
  - Expanded PATH integration
- Analytics and Reporting Workshops:
  - Additional Google Analytics integration and event tracking
  - Report definitions for the remaining Solution reports

As in Phase 1, the primary goal of these Phase 2 design workshops is to ensure that the stakeholders understand how each of the six user groups will interact with their respective Phase 2 Solution user flows, functions and features.

#### Deliverable

#	Name	Description
D016	Phase 2 Design	This deliverable defines the specific configurations to the Diona Connect and Diona Visits solutions and the needed expansions to the PATH integration to support the Phase 2 Solution. The configurations and expanded integration details will be agreed during design workshops. The Phase 1 Design deliverable will be updated to incorporate Phase 2 information, resulting in a complete Solution design document.

#### *Configuration and Integration*

The Phase 2 configuration and integration will build on the Solution functionality released in Phase 1. The Diona team will again collaborate closely with Agency stakeholders on the Configuration and Integration stage activities, as detailed above for the Phase 1 Configuration and Integration stage, but now based on the Phase 2 design .

During this stage, Diona will again be responsible for developing the expansions to the Diona solution sides of the required integrations and the Agency will be responsible for the expansions to the PATH side of the required integrations. The Diona and Agency teams will again collaborate on ensuring the successful implementation of the data elements, validations, and error handling defined during the Phase 2 Design stage.

#### Deliverables

#	Name	Description
D017	Configuration and Customization (Phase 2)	Upon completion of the implementations of the Solution configurations to Diona Connect and Diona Visits for Phase 2, this deliverable will document the completed Solution components.
D018	Interface Design and Development (Phase 2)	This deliverable details how the Diona solutions have been further integrated with PATH for Phase 2, including the interfaces exposed and functional data mappings. It will also detail the synchronization and push notification details that have been implemented for Phase 2.

#### *Test*

The Phase 2 testing will follow the same approach as detailed above for the Phase 1 Test stage. The Phase 2 Test stage will validate Phase 2 Solution functionality, performance, usability and expanded integration capabilities.

#### Deliverable

#	Name	Description
D019	Testing and Quality Assurance (including User Acceptance Testing) (Phase 2)	When the Solution has been successfully tested through UAT, this deliverable will document the results of the Phase 2 testing stages.

#### *Training*

During the Phase 2 Training stage, the Diona team will update and expand the ten on-demand training videos and six digital user guides that were initially created for Phase 1.

The Moodle Learning Management System content will also be updated to track the completion of the new, expanded video-based training for the Solution, which at this point will include both the Phase 1 and Phase 2 scope.

#### Deliverables

#	Name	Description
D020	Development of Video-Based Training and Materials (Phase 2)	This deliverable will document the completion of the required updates to the initially created ten videos and six digital guides for Phase 2.
D021	Tracking Video-Based Training Completion (Phase 2)	This deliverable will incorporate Moodle reports to provide the Agency with information about user completed training for Phase 2.

#### Deployment

The Phase 2 Deployment stage represents the final stage of implementing the Child Welfare mobile application communication software solution. The Phase 2 configurations and integrations will be moved into the production environment, replacing the Phase 1 Solution.

Due to the configurability of the Diona solutions, new versions of the Agency's Diona Connect and Diona Visits apps will not need to be uploaded into the Agency's Apple App and Google Play stores. With Diona run-time configurations, when users log into the app on their device, the Diona solution will recognize that there are new and updated configurations, and the app will open reflecting the Phase 2 updates. Users will not be required to update or reinstall the Solution on their devices.

#### Deliverables

#	Name	Description
D022	Go-Live Readiness Assessment (Phase 2)	This deliverable will document the results of the comprehensive evaluation of the Solution's readiness for Phase 2 Go-Live via a go-no-go checklist. The checklist will be the basis of a go-no-go meeting with the Agency Project Monitor and key stakeholders during which it will be confirmed that all critical issues are resolved, and the Solution meets predefined acceptance criteria.
D023	Go-Live Support (Phase 2)	This deliverable confirms the Diona team's activities and support through the successful go-live of the Phase 2 Solution.

#	Name	Description
D024	Go-Live Event (Phase 2)	This deliverable confirms the successful go-live of the Phase 2 Solution with a Solution deployment communication and launch announcement.

### ***Ongoing Maintenance and Support***

Following the go-live of the Phase 2 Solution, Diona will again provide Post-Go-Live Support. These ninety days of support will leverage the ongoing maintenance and operational support processes and procedures, as detailed above for the Phase 1 Ongoing Maintenance and Support stage.

#### **Deliverable**

#	Name	Description
D025	Post-Go-Live Support (Transition to Operational Support) (Phase 2)	This deliverable confirms the Phase 2 Post-Go-Live Support provided by the Diona team.

#### *d) 4.2.1.4 Functional and Technical Requirements*

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*The Vendor should submit a completed Appendix B: Functional and Technical Requirements that indicates Vendor's level of fit for each requirement.*

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Diona has included our completed version of the Appendix B: Functional and Technical Requirements spreadsheet in our Technical Proposal response. In this Appendix B, we have met all requirements, both functional and technical.

#### *e) 4.2.1.5 Vendor Staffing*

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*Vendor should identify its staff for this project and include resumes for key staff that demonstrate relevant experience with similar projects (i.e., engagement manager, project manager, business analyst, and technical staff). If key project staff are added or replaced during the Project, the Agency reserves the right to review the qualifications and responsibilities of the staff and approve the assignment of the staff before they are officially added to the Project and before they perform any work on the Project. The Vendor should notify the State within two business days if key project staff are added or replaced during the Project.*

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Diona has an experienced team available for the Agency's Child Welfare mobile application communication software solution project. This team will be extensively experienced in Diona mobile solution implementations, including deployments for Child Welfare caseworkers and external stakeholders. Members of the available team are listed below, with detailed resumes for each resource included in Attachment E.

Project Role	Resource	Diona Solution Implementation Project Experience
Project Manager and Solution Architect	Ryan Koontz	Michigan Department of Health and Human Services, Child Support  North Carolina Department of Health and Human Services, Child Welfare  Washington, D.C. Department of Health Care Finance, Integrated Eligibility
Business Analyst	Megan Williams	Clark County (Nevada) Department of Family Services, Child Welfare  Michigan Department of Health and Human Services, Child Support  Workers Compensation Board of Manitoba, Workers Compensation
Implementation and Organizational Change Management Consultant	Kymberlee Williams	Washington, D.C. Department of Health Care Finance, Integrated Eligibility  Arizona Department of Child Safety, Child Welfare
Technical Architect	Ken Knapik	Clark County (Nevada) Department of Family Services, Child Welfare  Washington, D.C. Department of Health Care Finance, Integrated Eligibility  Erie County (New York) Department of Social Services, Child Welfare  Ktunaxa Kinbasket Child and Family Services Society, Child Welfare



Project Role	Resource	Diona Solution Implementation Project Experience
		Steuben County (New York) Department of Social Services, Child Welfare
Technical Consultant	Gagan Deep	Clark County (Nevada) Department of Family Services, Child Welfare
Tester	Saurav Santhosh Nair	Michigan Department of Health and Human Services, Child Support

*f) 4.2.1.6 System Information*

*The Agency requires a Vendor-hosted Solution. Vendors will provide a narrative response to this specific requirement in their technical proposal and include:*

*4.2.1.6.1 The Solution license and/or subscription option(s)*

Diona is pleased to offer a Software as a Service (SaaS) Subscription for the Agency Solution. The SaaS Subscription provides the Agency with use of the Diona Connect and Diona Visits native mobile solutions. It also provides access to the Diona Platform, including the Diona Configuration Manager and the Diona Data Manager.

The details of the SaaS Subscription proposed for the Solution are as follows:

<b>Diona Solution</b>	Diona Connect
<b>Mobile Platforms</b>	iOS and Android
<b>Number of Users</b>	Up to 30,000 External Stakeholders  Examples: foster/kinship parents, biological parents, legal community users (guardians ad litem, probation officers), Socially Necessary Services (SNS) providers, and Child Placing Agencies (CPAs)

<b>Diona Solution</b>	Diona Visits
<b>Mobile Platforms</b>	One platform to be confirmed by the Agency  iOS, Android, or Windows

<b>Number of Users</b>	850 Agency Staff
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The SaaS Subscription also provides the Agency with Diona Product Support, including the Level 3 Support described in section 4.2.2.5. Product Support includes defect fixes and enhancements to the Diona Platform and the Diona Connect and Diona Visits solutions, as well as access to new versions of the software.

The Agency's Solution will be hosted in AWS GovCloud environments, as detailed in other subsections of this 4.2.1.6 section.

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#### *4.2.1.6.2 The current release and maturity of the Solution*

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Diona's approach to the Solution requested by the Agency is based on the implementation of our Diona Platform and commercial off-the-shelf (COTS) Diona Visits and Diona Connect solutions, integrated with the Agency's PATH CCWIS and Optum GovID.

Diona Visits and Diona Connect are part of a suite of health and human services domain specific solutions provided by Diona that are based on the Diona Platform. The Diona Platform provides a set of common components that are utilized by Diona solutions such as Diona Visits and Diona Connect. The Diona Platform and the first Diona solution were released in 2015. The current release of the Platform and the Diona solutions is v6.0, released on January 24th, 2025.

Diona solutions can be categorized as solutions for agency employees, e.g., caseworkers, or solutions for agency clients or other stakeholders, e.g., foster parents, GALs, biological parents, eligibility benefit recipients, etc.

Diona Visits is designed to be used by caseworkers when in the field visiting people involved with their cases, e.g. a foster child, families, foster parents, etc. Diona Visits is used by state and local human services agencies throughout the U.S., Canada and Germany.

Diona Connect utilizes the tried and tested components of the Diona Platform to deliver a solution for the external stakeholder (non-agency employees) involved in a foster child's case. Components of Diona Connect have been used in Diona solutions that have been downloaded over 4 million times from the Apple and Google app stores with ratings typically in the 4.5 – 4.7 range based on hundreds of thousands of reviews.

Diona provides regular updates to our solutions. These updates are provided in response to enhancement requests from our customers, innovation to take advantage of the latest capabilities offered by mobile devices and operating systems, and to remain compatible with the latest operating system updates from Apple and Google.



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*4.2.1.6.3 The number of non-production environments included in the subscription or license*

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Diona has included Build, Test, and Staging non-production environments in the subscription. The Staging environment will be used as part of the business continuity and disaster recovery plan to ensure continuity in case of unforeseen issues or disasters with the Production environment.

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*4.2.1.6.4 Data hosting location(s), with consideration for the fact that Agency data must be stored in data centers located in the U.S. (see Attachment B: Software as a Service Addendum)*

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Diona's proposed hosting environment is the AWS GovCloud (US East) for deployment and data hosting within the United States. We have reviewed Attachment B: Software as a Service Addendum and included a signed version of it in our Technical Proposal response.

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*4.2.1.6.5 Scheduled maintenance, including the maximum number of hours per month the system will be unavailable due to maintenance activities and how maintenance will be planned to avoid disruption*

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To ensure the system remains reliable and up-to-date, scheduled maintenance will be carefully planned and executed with minimal disruption to users. Maintenance activities, including updates, patches, and performance optimizations, will primarily occur during off-peak hours, such as late-night or early-morning times. These time frames are selected to reduce the impact on daily operations and critical system usage.

The system will not exceed a maximum downtime of six hours per month for scheduled maintenance. To keep users informed, notifications will be sent at least two weeks in advance, with reminders closer to the scheduled time. These scheduled maintenance communications will be configured in the Diona Configuration Manager by the maintenance team and will include details about the purpose of the maintenance, the expected downtime, and any system changes or enhancements users can anticipate. External stakeholders will receive a push notification and the accompanying message in Diona Connect. BSS caseworkers will receive a push notification and the accompanying message in Diona Visits.

Critical services, such as Discussions, will be prioritized to minimize any operational impact during maintenance periods. After each maintenance session, a thorough system check will be conducted to confirm all functionalities are fully operational. A summary report outlining the activities performed, outcomes, and any updates implemented will be provided to the Agency.

In the rare instance of emergency maintenance, users will be notified as soon as possible, and every effort will be made to minimize the downtime required to resolve the issue. By prioritizing communication, limiting downtime, and ensuring system integrity, the maintenance process will support the seamless operation of the Solution and maintain external stakeholder and BSS caseworker confidence.

#### ii. 4.2.2 Mandatory Project Requirements

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*The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.*

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Diona has carefully reviewed the project requirements and is pleased that our Solution approach meets all the RFP Mandatory Requirements and Desirable Requirements in Appendix B: Functional and Technical Requirements. Diona can deliver the Solution as requested in this RFP, which will support the Agency, Agency staff and external stakeholders well into the future to improve communications and collaboration in the foster care program.

Diona complies with the RFP requirements by using our purpose-built Diona enterprise mobile platform and native mobile apps, Diona Connect and Diona Visits, as the foundation of the user experience. The Diona Platform and Diona mobile apps are described in detail sections 4.2 and section 4.2.1 of our response. The Diona mobile apps provide a high level of configurability, with no coding required to the apps. This enables us to configure the Solution to meet the Agency's requirements and needs.

In addition to using these well proven mobile solutions for human services Child Welfare agencies, we are providing experienced Diona team members to ensure the project is successful and completed in the quickest timeline possible. Our team knows how to leverage the capabilities of the Diona solutions, resulting in an accelerated delivery timeline. The Diona team has a wealth of experience delivering capabilities similar to those described in your mandatory and desirable

requirements, and their background and experience will attest to this. Please refer to section 4.3 and within the Diona resumes provided in Attachment E.

Diona understands it is important to meet all the mandatory requirements, but it is also important to understand how the needs of the users of the Solution may evolve and expand over time. This is paramount to your longer term success, both from a functional and a financial or cost perspective. With that in mind, we have categorized some areas where our Solution approach and Solution components exceed the mandatory requirements for the benefit of the Agency.

**Diona Visits:** The goal of this project is to improve communication and collaboration among the parties involved in the welfare of children to help enhance the Agency's foster care system. Diona Visits is the tool that will be used by BSS caseworkers to communicate and collaborate with external stakeholders. However, Diona Visits offers much more than the ability to communicate with external stakeholders. Diona Visits is designed to support caseworkers when out of the office, visiting children, families and other stakeholders. In addition to using Diona Visits to communicate and collaborate with external stakeholders, BSS caseworkers can use Diona Visits to create case notes, conduct assessments (e.g., Safety or Risk assessments), complete forms (e.g., Safety Plans, Service Plans etc.), capture and annotate photos, record audio and video, and manage visits. It operates both online and offline and provides a robust synchronization framework that ensures all data is securely uploaded to the case management system, i.e., PATH. Diona Visits is a powerful tool that not only can provide significant time savings for BSS caseworkers it also improves the accuracy of the information recorded as it is captured within or shortly after the visit or meeting. This not only reduces BSS caseworker time spent on administrative tasks but also reduces caseworker frustration. In another jurisdiction where a focus group of caseworkers was asked for the top ten things they need to do their jobs better, eight of those ten were addressable by mobile, and specifically functionality in Diona Visits.

**Notes:** W. Va. Code §49-2-111c(b)(2)(B). code refers to "... foster parent or kinship parent requests and responses to requests to staff of the Bureau for Social Services...". The Discussions feature of Diona Connect and Diona Visits enables this form of communication between external stakeholders and BSS caseworkers. However, external stakeholders need to provide information that is not suitable for this type of messaging, e.g., a foster parent sharing feedback on a parental or sibling visit, a school meeting, a medical or dental appointment, or a journal entry. The Agency can configure Diona Connect Notes to allow external stakeholders to submit the type of information required by the Agency. When published, the note is written directly to PATH and therefore does not require the BSS caseworker to manually enter the information. Information shared in this manner is available to BSS caseworkers in PATH and also in Diona Visits. Notes submitted by an external stakeholder may also be made available to other external stakeholders, e.g., if appropriate, a note submitted by a foster parent may be made available to a biological parent.

**Forms:** The Diona Platform provides a forms framework that is utilized by Diona Connect and Diona Visits. External stakeholders, particularly foster parents, can use Diona Connect to complete

and submit the forms that must be regularly completed as part of their role, e.g., mileage reimbursement forms, expense forms, Out of Home Observation Reports. Push notifications can be used to inform a foster parent of the need to submit an Out of Home Observation Report prior to an MDT meeting. The submitted report can be made available to other external stakeholders attending the MDT meeting using Diona Connect. BSS caseworkers can use this capability to complete forms when visiting children and families, e.g., releases, safety plans, service plans etc. Forms can be signed directly by family members and can be shared immediately with the family if appropriate.

**Configuration:** Diona Connect and Diona Visits are fully configurable solutions. As a COTS solution provider, Diona expects our customers to change the solutions to meet their specific requirements. All app changes required by the Agency are achieved through configuration. The Dynamic Screen Framework, provided by the Diona Platform, is used to change the content of any Diona Connect or Diona Visits screen. New fields can be added, or existing fields can be removed. This framework can also be used to add completely new screens into the solution navigation. This framework allows the Agency to configure Diona Connect and Diona Visits to include any information required by the Agency that is not provided in the out-of-the-box solution.

The functionality available in Diona Connect and Diona Visits is based on the configuration downloaded during login. This means that new functionality and features can be made available to users incrementally through configuration. When solution configuration is updated, the new configuration is downloaded during the next solution login. This makes the newly configured functionality available to the user without the need to redeploy the app. In this manner not only can new features and functions be made available to users, the Agency can also use this mechanism to make Diona Connect available to new types of external stakeholder when the need arises. This area where Diona exceeds requirements will help future-proof the Solution investment to meet your user needs as they evolve over time.

**Notifications:** Requirement F.C.2 refers to the need to send notifications to authorized users. Diona Connect and Diona Visits use push notifications for this purpose. Push notifications are one of the most important and innovative capabilities offered by mobile devices that can significantly change how the Agency and the BSS engage with their caseworkers, clients, and external stakeholders. Each push notification received by a Diona app is associated with an accompanying message that is displayed securely within the app. The message provides further information and access to actions configured for the event or activity, e.g., a message informing a foster parent of the need to complete an Out of Home Observation Report prior to an MDT meeting, can include an action to open the report. Push notifications may also be configured to send a notification and message to all users, e.g., a notification may be sent informing users when scheduled maintenance is going to occur. This capability can significantly reduce administrative time and streamline processes when engaging external stakeholders.

**Document Uploads:** Requirement F.I.3 refers to the ability to upload photos and verification documents. Diona believes the Diona Connect solution exceeds this requirement by providing fully



configurable document upload functionality that has been used to upload over 55 million documents for Diona government customers. This mature, robust functionality has evolved over several years of intensive use by the clients of HHS agencies who have deployed Diona solutions. An extensive array of properties is available to control all aspects of upload functionality, e.g., collating multiple photos into a PDF for ease of review and integration, rejecting password protected PDFs, maximum and minimum image resolutions, automatic edge detection and photo cropping, etc. Ours is a highly scalable solution that will meet the Agency's expanding needs over time.

**Accessibility:** The RFP requires the service provider to comply with and adhere to the Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973. Accessibility is critically important. Legal compliance is one aspect of this, however even more important is the fundamental principle of equity and inclusion. Accessibility ensures that people with disabilities are not excluded from using a solution. Diona exceeds this requirement by not just providing software that is accessible, but by designing software that can be truly used by those with disabilities. For instance, controls such as the calendar grid-based month view, are not used in Diona solutions as while they can be compliant, they are for all intents and purposes not usable for people with certain disabilities.

**App Store Ratings:** The RFP introduction states that the intent of the project is "...to provide a Child Welfare mobile application communication software solution ...". Mobile apps are made available to users in app stores. The app stores offer a convenient and well understood mechanism to provide a mobile solution. However, when using an app store, app store reviews and ratings must be taken into consideration. App store ratings are crucial as they can influence the perception of an app. A high rating suggests reliability and user satisfaction, thus leading to a higher likelihood that a user will download the app. Low ratings and bad reviews make it more likely that a user will not download an app thus defeating the purpose of providing the app. Unfortunately, dissatisfied users are more likely to provide a review than those who are happy with an app. This is the reason why both Apple and Google provide a mechanism to encourage satisfied users to provide reviews. Diona Connect uses the iOS and Android system review prompts to make it easy for a user to provide a rating. This encourages users who are satisfied with their experience when using the app to provide a positive review, which in turn encourages new users to download and use the app.

**Google Analytics:** Requirement F.R.1 refers to the need to provide a report that measures user responsiveness. In addition to this, and the ad hoc reporting environment required by F.R.2, Diona Connect and Diona Visits are integrated with Google Analytics. Google Analytics is a free analytics solution that provides unlimited reporting for up to 500 distinct events including active users, screen views, app versions, devices, locations, etc. Screen view events are important to understand user behavior as it can tell the Agency the number of users who have visited each screen in Diona Connect. This is particularly important as the Agency rolls out more functionality in the Solution. Google Analytics can be used to report and track a multitude of app events, e.g., number

of notes created by type, number of discussion posts, forms completed by type, documents uploaded by type, etc.

As you can see, Diona's approach provides configurable capabilities that exceed the current RFP requirements. It lays down a foundation that can deliver future value to the Agency that goes beyond your current scope.

But for now, rest assured we have the right approach, COTS software, and team to deliver the Solution, meeting all your functional and technical requirements.

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*a) 4.2.2.1 General Project Requirement*

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*Vendor must host an initial planning session(s) with the Agency within 30 days after project start date, with the goal to finalize the project plan and schedule.*

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Diona has proposed a series of initial planning sessions for the first week of the Child Welfare mobile application communication software solution project. These sessions should be attended by key Agency participants for the project. Potential agendas for the initial planning sessions include:

- Conduct team introductions for both the Agency and Diona teams.
- Review and agree short-term project activities.
- Confirm Agency stakeholders and Solution user groups and required participants for planning, design and technical sessions.
- Define the detailed schedule for the initial 30 days of the project to complete Project Planning Deliverables.

Once the week-one initial planning sessions have been concluded, the following will be achieved within 30 days of the start of the project:

- **Diona Reviews:** Conduct reviews of the Diona Connect and Diona Visits native mobile apps with project stakeholders to ensure alignment on functions and capabilities and how they meet project objectives.
- **Requirements Validation:** Organize detailed validation sessions for Phase 1 and Phase 2 requirements to confirm that Agency needs are accurately captured and prioritized.
- **Change Management Approach Planning:** Develop a comprehensive change management strategy, focusing on communications, training, and stakeholder engagement to facilitate a smooth implementation and acceptance of the Solution.

- **Integration Approach and Technical Architecture:** Define the integration approach and finalize the architecture through collaborative technical sessions, ensuring compatibility and scalability of the Solution.

These activities within the first 30 days of the project will result in a finalized project plan and schedule, and ensure that the project progresses with clear direction, stakeholder alignment, and a robust foundation for subsequent project stages.

*b) 4.2.2.2 Vendor Staffing*

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*The awarded Vendor will provide staffing resources to successfully complete the implementation tasks, including system configuration, customization, testing, training, and go-live support tasks to meet Agency requirements.*

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The proposed Diona team has extensive experience successfully implementing Diona's mobile applications for human services organizations, including Child Welfare agencies. More details about the experience and prior project activities of the proposed Diona team can be found in section 4.3 and within the Diona resumes provided in Attachment E. This team will be responsible for completing implementation activities including system configuration, customization, testing, training, and go-live support tasks for the Child Welfare mobile application communication software solution project.

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*The Vendor's internal policies and procedures for hiring must comply with:*

*4.2.2.2.1 WV Office of Technology Policies (<https://technology.wv.gov/ot-policies>), particularly PO1012 Contract Management*

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Diona agrees that our internal policies and procedures for hiring comply with WV Office of Technology Policies, particularly PO1012 Contract Management.

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*4.2.2.2.2 Agency Office of Shared Administration the Office of Management Information Services (OMIS) Policy #0529 (Attachment C: Vendor/Contractor Employee Background Check Policy)*

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Diona agrees that our internal policies and procedures for hiring comply with WV Shared Administration the Office of Management Information Services (OMIS) Policy #0529, as detailed in Attachment C: Vendor/Contractor Employee Background Check Policy.

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*4.2.2.2.3 OMIS Procedure #OP-35 (Attachment D: Vendor/Contractor Employee Background Check Procedure).*

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Diona agrees that our internal policies and procedures for hiring comply with WV OMIS Procedure #OP-35, as detailed in Attachment D: Vendor/Contractor Employee Background Check Procedure.

*c) 4.2.2.3 Project Manager*

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*The awarded Vendor will provide a project manager-and the Agency will provide a project monitor--during the system implementation phase.*

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Diona is proposing Ryan Koontz as the Project Manager for the Child Welfare mobile application communication software solution system implementation. In this role, Ryan is identified as key staff that will work closely with the Agency Project Monitor.

Ryan brings nearly a decade of experience designing and implementing Diona solutions, with a proven track record of managing successful mobile solution deployments for human services agencies, including Child Welfare. His portfolio includes projects such as the Michigan Department of Health and Human Services' MiChildSupport client solution, the Washington, D.C. Department of Human Services' District Direct client solution, and the North Carolina Department of Health and Human Services' child welfare caseworker solution. Each of Ryan's sample implementation projects delivered Diona native mobile solutions configured specifically for the jurisdictions to enable enhanced communications and engagement for stakeholders.

As a seasoned information technology professional with over fifteen years of diverse experience, Ryan specializes in project management, solution architecture, and enterprise application development for human services projects. He brings a wealth of experience in managing, designing and implementing robust, scalable, and high-availability solutions tailored to meet complex business needs.

As Project Manager, Ryan will oversee the entire project lifecycle, manage the Diona team's activities, and serve as the primary liaison with the Agency, facilitating clear and consistent communication throughout the project. Ryan will work closely with the Agency Project Monitor to ensure the successful implementation of the Solution project. Leveraging his extensive

experience in managing large-scale human services information technology projects, Ryan will establish clear communication channels, including regular meetings and status updates, to maintain transparency and alignment throughout the project lifecycle. He will provide comprehensive project documentation, including detailed plans, timelines, and milestone reports, keeping the Agency Project Monitor and other project stakeholders well-informed of progress and potential risks or issues.

Ryan's dual expertise as both a Project Manager and Solution Architect will enable him to effectively balance functional and technical requirements with project management best practices, ensuring a comprehensive approach to the Solution implementation.

#### *d) 4.2.2.4 Training Requirements*

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*The Vendor must provide current, digital user-specific training and information, including but not limited to:*

*The training content must be tailored to specific roles and users, including, but not limited to the roles listed in Table 1 above and others who will need information and/or participate in the continuum of care for the child.*

---

Diona will create digital training content for each of the following initial six user roles: foster/kinship parents, biological parents, legal community users (guardians ad litem, probation officers), Socially Necessary Services (SNS) providers, Child Placing Agencies (CPAs), and BSS caseworkers. With this training stakeholders will understand how to use the Solution. The videos and digital user guides will be based on the specific user roles. The training videos are designed to be short and focused, with each topic covered in concise segments of 3–5 minutes, ensuring users can quickly grasp essential information without feeling overwhelmed.

To promote accessibility, the videos will incorporate features such as subtitles and audio descriptions, making the content available to more diverse users. Interactive Help within the Child Welfare mobile application communication software solution will also complement the videos to reinforce learning and provide immediate clarification of key concepts.

Optimized for viewing on both mobile devices and desktops, the videos help users access their relevant information wherever and whenever needed. Furthermore, the videos employ scenario-based learning, incorporating user specific use cases to demonstrate how to effectively navigate and utilize the Solution. Additionally, with Diona's configurable solutions, the user groups can be expanded over time.

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#### *4.2.2.4.1 On-demand video instructions or demonstrations for each type of user*

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Diona proposes a series of videos including instructions and demonstrations on how to use the Child Welfare mobile application communication software solution. These videos will be a combination of general use topic training videos and user group specific training videos. Training videos will initially be created for Phase 1 and then expanded for Phase 2.

Four videos will be developed to provide training on general use topics such as securing an Optum GovID, logging on, basic navigation, Help and Walkthrough functionality, Notifications, Appointments, and reporting issues or concerns. Three of these videos will be focused on the Agency configured Diona Connect app for external stakeholders (foster/kinship parents, biological parents, legal community users, SNS providers, and CPAs). The remaining video will be focused on the Agency configured Diona Visits app for Agency users (BSS caseworkers).

Additionally, training videos will be developed specifically for each of the six user groups: foster/kinship parents, biological parents, legal community users (guardians ad litem, probation officers), Socially Necessary Services (SNS) providers, Child Placing Agencies (CPAs), and BSS caseworkers. These videos will include instructions and demonstrations based on the specific users' use cases.

Draft high-level outlines of the user group specific training videos are included below.

#### **Foster/kinship parents**

- Purpose: Familiarize foster/kinship parents with the Agency configured Diona Connect app and the functionality available to them.
- Potential Video Topics:
  - Accessing and reviewing information about children placed in their care.
  - Using Discussions to communicate and collaborate with BSS caseworkers and other external stakeholders.
  - Creating and sharing a Note about an event or activity, such as a medical appointment or school report card.
  - Completing and submitting relevant Forms such as potentially Out Of Home Observation Reports or Mileage Reimbursements.
  - Viewing role appropriate Documents, such as visitation plans and case plans.
  - Uploading documents and photos.

#### **Biological parents**

- Purpose: Familiarize biological parents with the Agency configured Diona Connect app and the functionality available to them.
- Potential Video Topics:
  - Accessing and reviewing allowable information about their children that are in care.
  - Using Discussions to communicate and collaborate with their assigned BSS caseworkers and other stakeholders supporting their children (e.g., foster/kinship parents and GALs).
  - Creating and sharing a Note about an event or activity.
  - Viewing role appropriate Documents, such as visitation plans and case plans.
  - Uploading documents and photos.

**Legal community users (guardians ad litem, probation officers)**

- Purpose: Familiarize legal community users with the Agency configured Diona Connect app and the functionality available to them.
- Potential Video Topics:
  - Accessing and reviewing demographic information about their assigned children.
  - Using Discussions to communicate and collaborate with other stakeholders supporting their assigned children.
  - Creating and sharing a Note about an event or activity.
  - Viewing role appropriate Documents, such as court documents, visitation plans, and case plans.
  - Uploading legal documents.

**Socially Necessary Services (SNS) providers**

- Purpose: Familiarize SNS providers with the Agency configured Diona Connect app and the functionality available to them.
- Potential Video Topics:
  - Accessing and reviewing demographic information for children they are providing services to.
  - Using Discussions to communicate and collaborate with other stakeholders supporting the children they are providing services to.
  - Creating and sharing a Note about a service-related event or activity.

- Completing and submitting service-related Forms.
- Uploading service-related documentation.

**Child Placing Agencies (CPAs)**

- Purpose: Familiarize CPAs with the Agency configured Diona Connect app and the functionality available to them.
- Potential Video Topics:
  - Accessing and reviewing information about children placed or being placed with their agency.
  - Using Discussions to communicate and collaborate with other stakeholders supporting their assigned children.
  - Creating and sharing a Note about an event or activity, such as an MDT meeting.
  - Completing and submitting relevant Forms.
  - Viewing role appropriate Documents, such as visitation plans and case plans.
  - Uploading documents and photos.

**BSS caseworkers**

- Purpose: Familiarize BSS caseworkers with the Agency configured Diona Visits app and the functionality available to them.
- Potential Video Topics:
  - Accessing a list of assigned cases.
  - Reviewing case details and client demographics.
  - Using Discussions to communicate and collaborate with external stakeholders.
  - Creating Notes related to cases and clients.
  - Reviewing Notes created and submitted by external stakeholders.
  - Accessing Forms completed for a case (e.g., service plans and safety plans).
  - Completing Forms when visiting with clients.
  - Accessing Documents when in the field meeting with families.
  - Uploading media attachments (e.g., photo, audio, and video).

- Viewing daily schedule of visits with the people involved in a child's case and scheduling new events.

### **Using Moodle for Video-Based Training Tracking**

Diona will leverage Moodle, a widely adopted, open-source Learning Management System (LMS), to track the completion of video-based training. Moodle supports various multimedia formats, making it an ideal solution for managing and monitoring video-based training programs. The video-based training content developed for the Child Welfare mobile application communication software solution project, as described above, will be uploaded to a cloud-based instance of Moodle, provisioned within the Solution's AWS GovCloud deployment environment to ensure security and compliance.

Moodle offers a robust set of features to track session participation and training completion. An Activity Completion function allows us to set completion criteria for activities, such as watching videos, and to systematically track status. Diona will configure reports to provide insights into video views, video completions, and time spent on each video.

To evaluate video views, Moodle offers a variety of reporting tools. Course Completion Reports give insights into completion rates at both individual and group levels, allowing the Agency to assess training video completion. Furthermore, the Configurable Reports Plugin allows the creation of custom reports in the event of additional needs.

By leveraging Moodle's advanced tracking, reporting, and analytical capabilities, Diona will provide a structured and effective approach to deploying and managing video-based training and supporting user engagement.

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#### *4.2.2.4.2 Digital user guides or manuals*

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Diona will produce digital user guides in conjunction with the videos. A digital user guide will exist for each of the six user groups: foster/kinship parents, biological parents, legal community users (guardians ad litem, probation officers), Socially Necessary Services (SNS) providers, Child Placing Agencies (CPAs), and BSS caseworkers. The Child Welfare mobile application communication software solution will also include Help functionality.

#### *e) 4.2.2.5 Operational Technical Support*

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*The Vendor must provide technical support for State and public users. Users may communicate issues to the Vendor by telephone. The Vendor must provide a telephone*



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*number that is answered by qualified technical staff who are available to users Monday through Sunday from 7 a.m. to 7 p.m. eastern time {ET}. The Vendor must provide after-hours and holiday on-call support for critical incidents from expert technicians who are familiar with the Agency. The Vendor must respond to user support requests in the caller's preferred language or with oral interpretation services.*

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Diona's mobile solutions are designed to be intuitive for users. They are based on the mature and well-proven Diona Platform, following native iOS, Android and Windows standards to provide an experience with which users are familiar and comfortable. Our training videos and guides will be specific to the Solution and each of the defined user groups, covering the most common features and questions.

Inevitably, users will have a question or run into an issue requiring assistance and can contact the Solution Help Desk. When a user is seeking assistance or is encountering a technical issue, the initial step is to call the Solution support line and describe the issue. Qualified Level 1 staff provide initial troubleshooting and guidance to resolve the issue directly. If unresolved, the issue is escalated to Level 2 support following the steps below. The Solution Help Desk and Operational Technical Support process will be implemented in advance of the Phase 1 Go-Live.

- Level 1 Support:
  - Diona's Level 1 Help Desk staff will be available Monday through Sunday from 7 a.m. to 7 p.m. Eastern Time.
  - After-hours and holiday on-call support will be available for callers with critical incidents to connect with a Diona resource familiar with the Agency and the Solution.
  - Resolution of issues will be prioritized and handled as defined in the Agency SLA timelines and definition of criticality, in alignment with the RFP requirements.
  - For non-English speaking users, the Help Desk will provide real-time interpretation services covering over 100 languages to ensure that issues are resolved promptly and without frustration.
- Level 2 Support:
  - Level 2 support is managed by the Diona Maintenance and Operations (M&O) team, which works in close collaboration with the Agency. This team addresses system issues, including software defects and other challenges beyond the scope of Level 1 troubleshooting.
  - When a Level 1 agent escalates an issue, it is handed over to Level 2 for deeper investigation. This may involve reviewing logs, analyzing error reports, or replicating the issue in a test environment.



- The Diona M&O team works to address that identified defect or system improvements are prioritized in collaboration with the Agency, according to the Agency's business needs and operational priorities.
- The remediation and deployment of defect fixes follows a structured schedule. Regular updates are provided to the Agency to ensure transparency throughout the process.
- Level 3 Support:
  - Diona Product Support Services delivers Level 3 support for the Solution. This team addresses Diona base product defects and issues outside the scope of Agency-specific configurations and integrations.
  - Issues escalated to Level 3 support are triaged by the Diona M&O team that works with Diona Product Support Services to determine the root cause and the appropriate resolution.
  - Resolutions for Level 3 issues may involve modifying the base Diona product, releasing software patches, or incorporating the fixes into future product updates.
  - The Diona M&O team manages the process of software updates and deployments, ensuring the implementation of new Diona software versions or updates as necessary to address issues and provide software updates.

### **Issue Tracking and Transparency**

Effective management of production issues is crucial for maintaining system stability and minimizing downtime. Zendesk will be integrated with incoming calls to the Level 1 Help Desk team. Zendesk is an industry standard customer support solution that will enable the Level 1 support team to document, diagnose, and communicate with users requiring technical support.

Zendesk allows for customizable reporting, which provides a structured and efficient way to track, prioritize, and resolve incidents through a combination of dashboards, workflows and real-time analysis of ticket metrics, such as volume, response time, and time spent on each ticket.

Tickets logged in Zendesk can be escalated to Level 2 support using a configured workflow in Zendesk. Level 2 support will review tickets and begin technical analysis. If a ticket requires a technical change, Level 2 support will create a development ticket in AWS GovCloud DevOps which will then be prioritized for release. Level 2 will work with Level 1 to notify impacted users of the resolutions and timeframes. Critical issues can be flagged for escalation, triggering immediate alerts via email or SMS.

Using a Zendesk dashboard, teams can visually track support tickets through stages like New, In Progress, Investigating, Fix in Progress, Testing, and Resolved. Automation can streamline this

process by assigning tickets, notifying relevant stakeholders, and integrating with DevOps tools for seamless end to end resolution tracking.

*f) 4.2.2.6 Service Level Agreement (SLA)*

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*Service Level Agreement (SLA): The Vendor must acknowledge and agree to the SLA requirements outlined in Appendix A: Service Level Agreements (SLAs).*

---

Diona acknowledges and agrees to the SLA requirements outlined in Appendix A: Service Level Agreements (SLAs) and is committed to meeting the Agency's SLAs to provide optimal system performance, issue resolution, and technical support.

*g) 4.2.2.7 Functional and Technical Requirements*

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*The Vendor must indicate in Appendix B: Functional and Technical Requirements that it will furnish all mandatory requirements.*

---

Diona has included our completed version of the Appendix B: Functional and Technical Requirements spreadsheet in our Technical Proposal response. In this Appendix B, we have met all mandatory and desirable requirements, both functional and technical.

*h) 4.2.2.8 Reporting*

---

*The Vendor must include reporting functionality as part of the Solution.*

---

The Solution proposed by Diona includes two different types of reporting functionality.

**Data Manager**

The Diona Data Manager provides a flexible reporting environment that can be used to extract reports on any of the data stored in the Diona Server before it is transmitted to PATH.



**Data Manager**

**Reports**

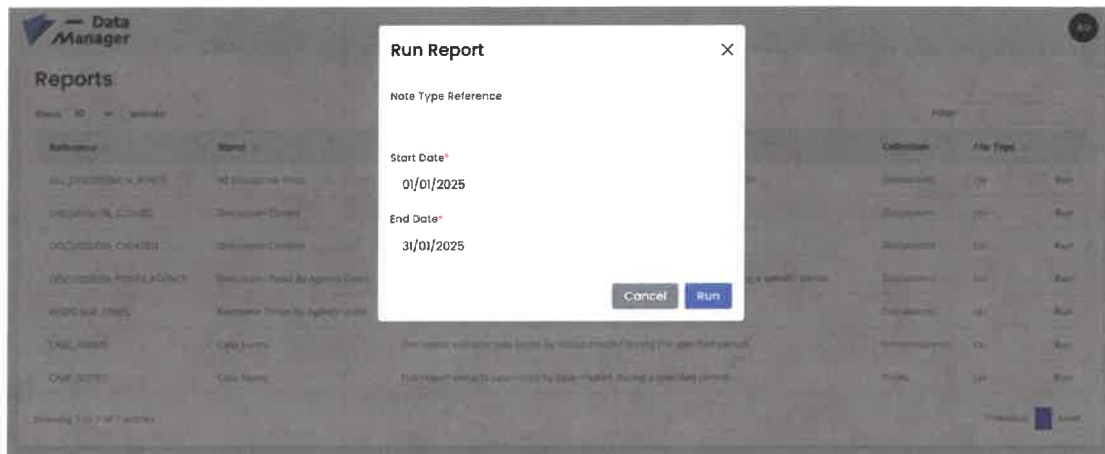
Show 10 entries

Reference	Name	Description	Collection	File Type
ALL DISCUSSIONS REPORT	All Discussions Report	This report extracts all discussions created during a specified period.	Discussions	CSV
DISCUSSIONS CLOSED	Discussions Closed	This report extracts all discussions that have been closed during a specified period.	Discussions	CSV
DISCUSSIONS OPENED	Discussions Opened	This report extracts all discussions that have been opened during a specified period.	Discussions	CSV
DISCUSSIONS OPENED BY AGENCY USER	Discussions Opened By Agency User	This report extracts all discussions that have been opened by a specific agency user during a specified period.	Discussions	CSV
ALL DISCUSSIONS BY AGENCY USER	Discussions By Agency User	This report extracts all discussions created by a specific agency user during a specified period.	Discussions	CSV
ALL DISCUSSIONS BY AGENCY USER	Discussions By Agency User	This report extracts all discussions created by a specific agency user during a specified period.	Discussions	CSV
ALL DISCUSSIONS BY AGENCY USER	Discussions By Agency User	This report extracts all discussions created by a specific agency user during a specified period.	Discussions	CSV
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ALL DISCUSSIONS BY AGENCY USER	Discussions By Agency User	This report extracts all discussions created by a specific agency user during a specified period.	Discussions	CSV
ALL DISCUSSIONS BY AGENCY USER	Discussions By Agency User	This report extracts all discussions created by a specific agency user during a specified period.	Discussions	CSV

Showing 10 of 7 entries

## Data Manager Reports

The Agency can configure new reports as required. Reports can be designed to have multiple parameters. These parameters provide a significant amount of flexibility when running a report, e.g., a response time report could be run for all Agency users or for a specific Agency user only. Screens can be configured to capture these report parameters, e.g., start date, end date, user name, note type etc.



**Run Report**

Note Type Reference

Start Date\*

01/01/2025

End Date\*

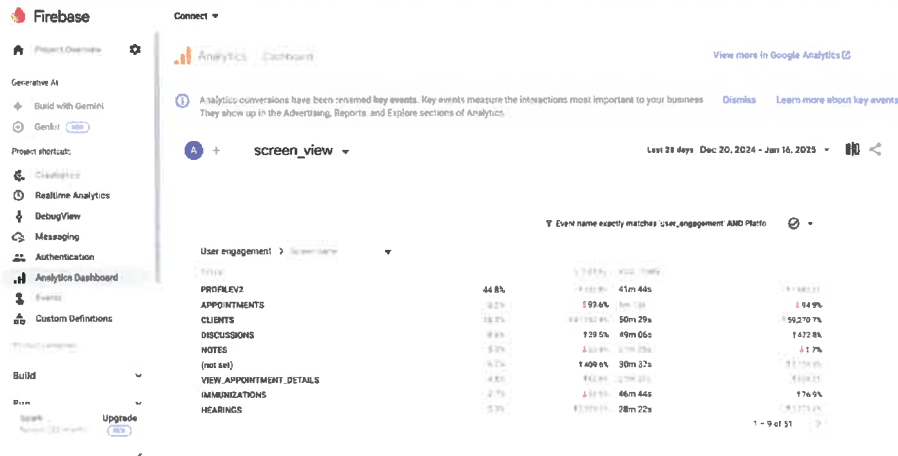
31/01/2025

Cancel Run

## Report Parameters

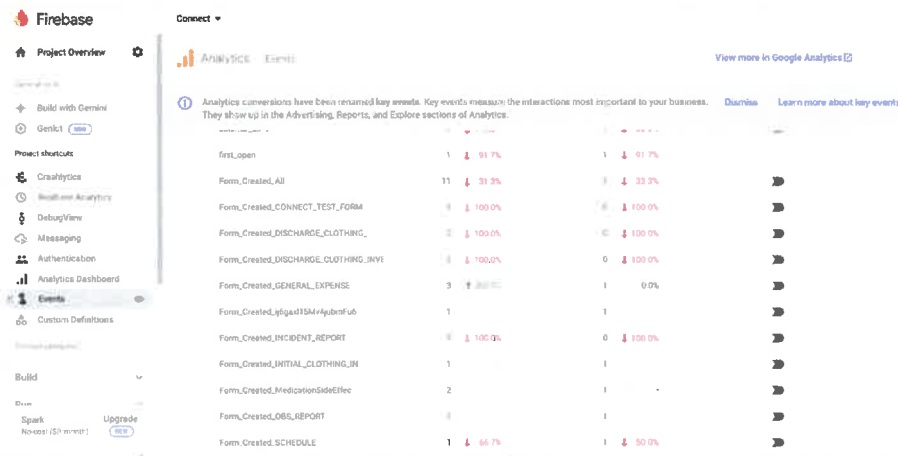
## Google Analytics

Diona Connect and Diona Visits are integrated with Google Analytics. Google Analytics is a free analytics solution that provides unlimited reporting for up to 500 distinct events including active users, screen views, app versions, devices, locations etc. Screen view events are important to understand user behavior as it can tell the Agency the number of users who have visited each screen in the Diona solution. This is particularly important as the Agency rolls out more functionality in Diona Connect as it helps to understand how external stakeholders are using the Solution.



## Screen View Events

Google Analytics can be used to report and track a multitude of Solution events. Diona Connect and Diona Visits raise Google Analytics events in response to specific user events. For example, events are raised when a user posts messages to a discussion, creates and publishes notes, creates forms, uploads documents etc. These events, among other things, can be used to track the types of documents uploaded, the types of notes published, and the types of forms completed by external stakeholders. These insights can help ensure that the Agency is providing the appropriate content to the external stakeholders using the Solution.



## Events

### i) 4.2.2.9 System Security

*The Vendor must provide a plan for business continuity and disaster recovery (BCDR). The BCDR plan will include complete, proper, and routine data and information backups.*

---

*The plan will describe the resolution time of issues with varying severity levels and the frequency of review and update. Vendors must provide a copy of their standard BCDR plan as an attachment to their technical proposal.*

---

Diona's approach to ensure business continuity and disaster recovery (BCDR) will address unplanned outages, caused by infrastructural failures in the AWS GovCloud environment as well as application failures in the deployed Solution components, such as the Diona Server and networks connections to PATH and Optum GovID. Diona has included an initial version of the Solution BCDR plan, leveraging of our standard BCDR plan, as Attachment F: Diona BCDR Plan.

### B. 4.3 Qualifications and Experience

---

*Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.*

---

Diona was founded in 2012 on the premise that caseworkers should not have to take paper files into the field to do their job nor should they have to spend over 60% of their time on data entry and administrative work, and clients and external stakeholders should not have to make phone calls or enter offices during office hours to receive the benefits or support they need. Diona recognized the opportunity that mobile devices had to transform health and human services program delivery and set about creating the first human services specific commercial off-the-shelf (COTS) enterprise mobile software in the market.

Diona focuses exclusively on the health and human services sector, leveraging its deep domain expertise to create purpose-built systems of engagement solutions for caseworkers, clients, and external stakeholders. These solutions empower government agencies to streamline operations and improve outcomes. With thousands of years of collective experience in working with governments around the world to deliver technologies that improve the lives of clients and families in need, Diona is the thought leader in bringing domain-specific, native mobile applications to health and human services agencies.

Diona has delivered diverse projects across the health and human services sector, demonstrating its adaptability and significant contributions. Examples of program areas include:

- **Child Welfare:** Supported child welfare agencies, such as the Clark County (Nevada) Department of Family Services, the North Carolina Department of Health and Human Services, and the Arizona Department of Child Safety, by implementing the Diona Visits and Diona Investigations native mobile applications, which facilitate real-time data collection during field visits, enable more efficient assessments and investigations, and allow secure real-time access, updates, and management of client and case information, improving case management and decision-making processes.
- **Adult Services:** Enhanced caseworker efficiency in managing adult services cases for the Erie County (New York) Department of Social Services through the configuration and implementation of the Diona Visits solution.
- **Integrated Eligibility:** Partnered with agencies like the New York City Department of Social Services and the Washington, D.C. Department of Health Care Finance to integrate the Diona Self Service mobile solution with eligibility systems for programs such as SNAP, TANF and Medicaid, ensuring better access and more streamlined service delivery.
- **Child Support:** Collaborated with the Michigan Department of Health and Human Services to configure and integrate Diona Child Support to deploy the MiChildSupport native mobile app to complement their portal solution to further expand self-service capabilities for parents.

### **Proposed Project Staff**

The following staff will be involved during different stages of the Child Welfare mobile application communication software solution project. More detailed information about the experiences of these staff is included in Attachment E.

**Ryan Koontz, Project Manager and Solution Architect:** Ryan is a seasoned IT professional with over fifteen years of diverse experience. Ryan specializes in project management, solution architecture, and enterprise application development for human services projects. He brings a wealth of experience in managing, designing and implementing robust, scalable, and high-availability solutions tailored to meet complex business needs. Ryan's dual expertise as both a Project Manager and Solution Architect will enable him to effectively balance functional and technical requirements with project management best practices, ensuring a comprehensive approach to the Solution implementation.

**Megan Williams, Business Analyst:** Megan is a Business Analyst with six years of IT experience specializing in solution analysis, requirements gathering, and functional design. She has extensive experience implementing Diona solutions for child welfare and social services agencies across



multiple jurisdictions. These implementations have demonstrated Megan's ability to handle complex, multi-stakeholder projects in the public sector.

**Kymberlee Williams, Implementation and Organizational Change Management Consultant:**

Kymberlee's extensive experience in large-scale government implementations, particularly her work with the Arizona Department of Child Safety and Washington, D.C. Department of Health Care Finance, make her an excellent fit for this project. Her knowledge of federal regulations, ability to design complex end-to-end solutions, and understanding of organizational change needs will be crucial for meeting the project's compliance and functionality requirements while ensuring stakeholder buy-in.

**Ken Knapik, Technical Architect:** Ken is a highly experienced technical architect with over twenty-five years of IT experience, specializing in Diona solutions and human services implementations. Ken's recent projects with the Clark County (Nevada) Department of Family Services, Ktunaxa Kinbasket Child and Family Services Society, and Erie County (New York) Department of Social Services demonstrate his ability to technically lead complex implementations. These implementations all included integrating Diona solutions with existing child welfare case management systems. Ken's comprehensive technical background, coupled with his Diona software knowledge, positions him as an ideal candidate to lead the technical aspects of Child Welfare mobile application communication software solution project, ensuring a robust, scalable, and efficient implementation that supports the Agency's goals for improving communication and collaboration in the foster care system.

**Gagan Deep, Technical Consultant:** Gagan is a Technical Consultant with experience in child and adult protective services Diona solutions projects. In addition to his knowledge of Diona software, he has strong technical skills in HTML, CSS, Java, ReactJS, and JavaScript, which are crucial for implementing mobile applications. Gagan has worked on projects involving secure data access, real-time information management, and integration with existing case management systems.

**Saurav Santhosh Nair, Tester:** Saurav is a Technical Consultant with three years of professional IT experience in Diona solutions. He has recently worked on the Michigan Department of Health and Human Services MiChildSupport mobile application project, focusing on data mapping, developing data adapters, configuring forms to align with requirements, and testing. Saurav's skills in JavaScript, MongoDB, and testing frameworks are valuable for ensuring the Solutions' high-quality implementation.

### **Sample Project Summaries**

Diona has worked with several health and human services organizations to configure, integrate, and implement Diona solutions. The following are high-level descriptions of some of those projects. Section 4.3.1.5 includes detailed descriptions for the three Diona references.

#### **Michigan Department of Health and Human Services**



The Michigan Department of Health and Human Services' MiChildSupport mobile implementation provides parents and caretakers participating in the State's child support program mobile access to their case and payment information. Using the Diona Child Support solution, the State offers a native iOS and Android application for the 80% of parents currently accessing the MiChildSupport portal from mobile devices.

The project has adopted a phased implementation approach, with three distinct releases planned. Phase 1, which launched in January 2025, introduced core functionalities including user identity verification, case linking, case and payment history review, notification preference updates, and payment submissions through the State Disbursement System. Phase 2 will expand MiChildSupport's capabilities by adding child support assistance applications with digital signatures, profile update features, and family/domestic violence risk indication. The final phase will further enhance the solution by integrating the Request for More Information Form, implementing push notifications for real-time case alerts, and introducing two-way messaging capabilities with county child support offices.

**Key Features Delivered (Phase 1):**

- User identity verification and case linking.
- Case and payment history review.
- Notification preferences updates.
- Payment submissions via State Disbursement System.

Ryan Koontz, Megan Williams, and Saurav Santhosh Nair, members of the Agency proposed team, played integral roles in the successful implementation of the initial phase of the MiChildSupport mobile app. Their combined experience in project management, solution architecture, business analysis, and technical development was instrumental in delivering a user-friendly mobile application that enhances access to child support services for Michigan parents.

Ryan, as Project Manager and Solution Architect, has been instrumental in the project's success. His experience in managing a complex project and designing a seamless mobile solution integrating with the State's existing web gateway will be invaluable for the Agency's implementation.

Megan, as the Business Analyst, participated in design sessions for implementing the Diona Child Support solution, and collaborated with the project team to optimize functionalities and enhance the end-user experience. These skills in requirements gathering and functional design will be crucial for the Agency's project, ensuring the Solution meets stated requirements.

Saurav Santhosh Nair focused on data mapping, developing data adapters, configuring forms, and testing. His work on the MiChildSupport mobile app project will be valuable on the Solution project.

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**North Carolina Department of Health and Human Services**

The North Carolina Department of Health and Human Services (DHHS) initiated a project to enhance the efficiency and effectiveness of child welfare investigations. This project, leveraging the Diona Investigations solution, aimed to provide investigators with a robust and secure mobile application tailored to meet the specific needs of child welfare investigators. Designed to integrate seamlessly with DHHS' child welfare system, the Diona solution was configured to streamline key workflows for the tasks and activities that investigators are required to complete.

The project goals included equipping North Carolina county investigators with a mobile solution to access and manage case information efficiently, conduct field visits, and submit assessments and reports directly from the field. By focusing on offline capabilities, secure login, and integrated analytics, the project allowed investigators to perform their duties effectively, even in areas with limited connectivity. The DHHS deployment of Diona Investigations was executed over seven months and successfully showed how mobile solutions can transform field operations in Child Welfare.

**Key Features Delivered:**

- Real-time and offline access to investigations, client data and case notes.
- Secure login and push notifications.
- Enhanced functionalities such as scheduling, audio/video recording, and automated reminders.
- Integration with back-end child welfare case management system for data synchronization and document attachments.

Our proposed Project Manager/Solution Architect, Ryan Koontz played a very significant role in the successful roll out of the configured Diona Investigations solutions for this project. He oversaw the technical and functional design of the mobile solution, ensuring seamless integration with the child welfare case management system. Ryan implemented and maintained automation scripts for continuous integration and deployment environments, enhancing development efficiency and reliability. He conducted training sessions with end users, gathered feedback, and iteratively improved mobile functionalities to meet user needs. Ryan ensured the successful delivery of a robust and user-friendly mobile solution that significantly enhanced Child Welfare operations in North Carolina.

Ryan will play a similar, but expanded, role in West Virginia. In West Virginia, Ryan will take on broader responsibilities including full implementation oversight and more extensive stakeholder management. His role in West Virginia will closely align with his role in Michigan.

**Arizona Department of Child Safety**

The Arizona Department of Child Safety (DCS) leveraged the Diona Visits and Diona Investigations solutions to revolutionize its case management system through a “mobile now” strategy. By implementing the Diona solutions, DCS equipped 1,400 caseworkers with transformative mobile solutions that significantly enhanced field access to a mainframe SACWIS ahead of implementing their CCWIS. This approach improved caseworker efficiency by 20%, increasing time spent with children and families, and enhancing service quality and outcomes. The mobile solutions allowed real-time access to critical data, even offline, and eliminated reliance on paper files. The partnership between DCS and Diona enabled DCS to better fulfill its mission of protecting children and supporting families while being recognized nationally for its innovative use of technology.

**Key Features Delivered:**

- Real-time and offline access to case information, investigations, and visit details.
- Mobile-enabled capabilities, including assessments, electronic forms with e-signatures, mapping, GPS, and image capture.
- Synchronization and data conflict resolution for seamless operation in areas with limited or no connectivity.
- Integration with DCS's legacy, mainframe SACWIS, via APIs to ensure continuity until the transition to CCWIS.

Our proposed Implementation and Organizational Change Management Consultant, Kymberlee Williams, played an instrumental role in the successful rollout of the Diona solutions for this project. In her role as the Business Architect, she was instrumental in defining the configurations for the Diona Visits and Diona Investigations solutions to meet DCS-specific requirements. Kymberlee was also responsible for collaborating closely with stakeholders to define and prioritize features for seamless integration with business practices. This DCS experience will be very relevant for Kymberlee's proposed role on the Agency's project.

**New York City Department of Social Services**

The New York City Department of Social Services (DSS) oversees essential benefit programs such as SNAP, TANF, and Medicaid. To improve client engagement and streamline benefit management, DSS has utilized Diona's mobile solutions since 2015. These solutions have modernized the delivery of social services by digitizing traditionally paper-based processes and providing convenient mobile access to critical services.

Diona Uploads, the initial DSS implementation, was introduced in 2015 to address inefficiencies in handling over 40,000 monthly SNAP and TANF applications and their associated required documentation. The deployment of Diona Uploads, as NYC HRA Document Upload, has since become the primary channel for document submission at DSS.

Building on this success, DSS expanded its mobile offerings in 2017 with the rollout of Diona Self Service. Branded as ACCESS HRA, this solution allows SNAP, TANF, and Medicaid clients to digitally interact with their benefits. Clients can view appointments, benefit information, payments, and required documents; report changes; and upload documents directly from their mobile devices.

**Key Features Delivered:**

- Mobile upload capabilities that streamline document submission and reduce processing time.
- A self-service mobile app providing access to benefit information, notifications, and document management.
- Consistent branding across portal and mobile platforms with deep linking for seamless user experiences.
- Accessibility compliance tested by the NYC Mayor's Office for People with Disabilities and third party vendors.
- Security accreditation by the NYC Cyber Command and third party vendors.

**Free and Hanseatic City of Hamburg, Germany**

Diona leveraged the Diona Visits solution to implement the JUS-App for the City of Hamburg's Authority for Labour, Health, Social Affairs, Families, and Integration (BASFI). This implementation supports the administration and delivery of child and youth welfare services. The JUS-App allows social workers in Hamburg to conduct assessments, complete forms, dictate notes, and use multimedia tools like audio and video while working in the field. It also supports offline functionality and integrates seamlessly with BASFI's back-end case management system.

**Key Features Delivered:**

- Ability for social workers to use mobile devices to conduct and complete assessments, fill out forms, dictate notes, and utilize multimedia tools such as audio and video recording while interacting with clients.
- Ability to work without an internet connection, ensuring uninterrupted service in areas with limited connectivity.
- Seamless integration with the BASFI case management system, ensuring that data collected in the field is synchronized with central databases.
- Enabled social workers to engage more efficiently with youth welfare and administrative processes from any location.

- Made social work more attractive and allowed professionals to focus on client interactions by reducing administrative burdens, such as manual paperwork.

### **Ktunaxa Kinbasket Child and Family Services Society**

Diona implemented the Diona Visits solution for the Ktunaxa Kinbasket Child and Family Services Society (KKCFS) in British Columbia, Canada. This solution was designed to enhance the organization's ability to ensure the safety and well-being of Aboriginal children, including First Nations, Métis, and Inuit populations, using the Signs of Safety practice model.

#### **Key Features Delivered:**

- Social workers gained the ability to access their case files both online and offline, ensuring uninterrupted work regardless of connectivity.
- Enabled the use of Signs of Safety tools, forms, and storyboards to support child safety practices.
- Provided the ability for workers to dictate notes directly into the system, streamlining documentation processes.
- Allowed for multimedia data capture (photos, audio, videos, and drawings).
- Offered secure login and push notifications.

Ken Knapik, the proposed Technical Architect, was instrumental in the successful rollout of the Diona Visits solution for the KKCFS project. Ken was responsible for the installation and configuration of the Diona Visits solution, setting up third-party server-side dependencies like Node.js and MongoDB, and deploying the solution hosted on Microsoft Azure. He also designed and developed a Node Express web application to enhance mobile functionality for internal supervisors and clerical staff. Ken's comprehensive technical experience and proven track record in Child Welfare mobile implementations make him an ideal Technical Architect for the Agency's project.

#### **i. 4.3.1 Qualification and Experience Information**

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*Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.*

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*a) 4.3.1.1 Business*

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*Vendor should briefly describe the company's core business, background, and experience in providing IT solutions to government health and human services agencies.*

---

Diona was formed in 2012 with U.S. headquarters in Austin, Texas. Over the past 12 years, our company's core business focus has been on building and implementing enterprise native mobile app solutions for health and human services agencies to improve their engagement and communications with external stakeholders in various programs. Diona has a particular passion and focus in Child Welfare.

Our implementations in various U.S. jurisdictions include but are not limited to the Clark County (Nevada) Department of Family Services, the Erie County (New York) Department of Social Services, the New York City Department of Social Services, and the Washington, D.C. Department of Human Services.

Diona has also implemented Child Welfare solutions for agencies around the globe, e.g., Ktunaxa Kinbasket Child and Family Services Society in British Columbia, Canada and Authority for Labour, Health, Social Affairs, Families, and Integration (BASFI) in Hamburg, Germany. Solely focused on the health and human services sector, we have extensive experience implementing technology-enabled transformation, delivering program delivery efficiencies for governments and their clients. Our projects have been consistently delivered successfully across the various state and county level governments in the U.S., Canada, Germany, the U.K., and other global locations.

Diona solutions are purpose-built to help agencies deliver their programs more effectively and are supported by our Diona enterprise native mobile application platform. Diona mobile solutions have been implemented to support programs including Child Welfare, Foster Care, SNAP, TANF, Child Support, and Medicaid. The design of our software solutions is informed by industry experts, SMEs, human services caseworkers, and industry leaders, in addition to focus group sessions with various stakeholders to ensure we are continually on the mark when we bring a software solution to the market.

Our dedicated and passionate team has brought a wealth of deep domain expertise to our customers' implementations, and that is a key part of our success. Our Diona leadership team also has been working with health and human services organizations for decades, helping them to bring efficiencies to their programs to achieve better outcomes for children and families.

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*b) 4.3.1.2 Corporate Identity*

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*Vendor should provide the identity of any parent corporation, including address, phone and fax numbers, federal employer identification number (FEIN) or tax ID number, company website, and contact email. Provide the identity of any subsidiaries, as applicable.*

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Diona DAC is the parent organization of Diona (US) Inc. Diona DAC is in Ireland at address 3-4 Pembroke Street Upper, Dublin 2, DO2VN24, Ireland.

Diona (US) Inc. is headquartered in Austin, Texas. Details, such as the address, FEIN and contact information, are as follows:

**Company Name:** Diona (US) Inc.

**Address:** 925 S. Capital of Texas Highway, Suite B-110, Austin, Texas 78746

**FEIN:** 46-1060965

**Website:** [www.diona.com](http://www.diona.com)

**Contact Email:** [neil.ramgoolam@diona.com](mailto:neil.ramgoolam@diona.com)

**Contact Phone Number:** (305) 331-6180

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*c) 4.3.1.3 Organization and Structure*

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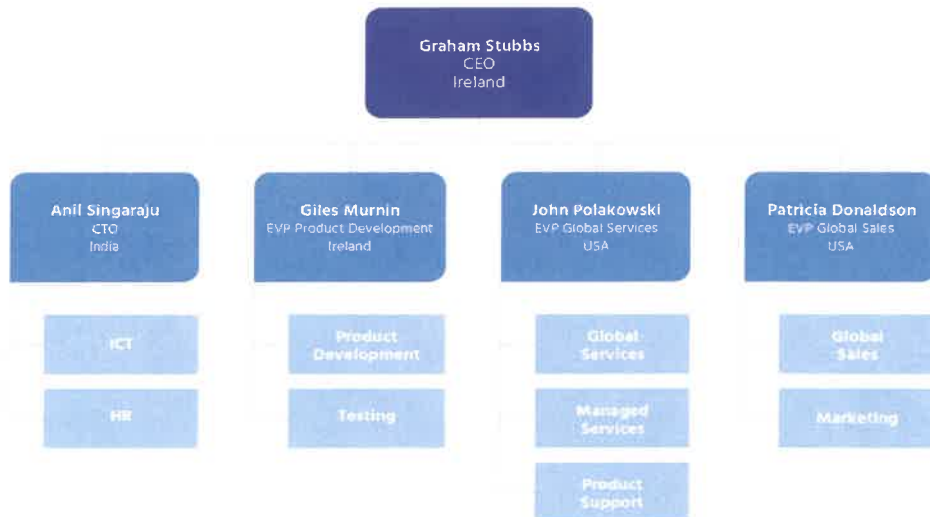
*Vendor should provide an overview of its organizational operating structure and describe the operational and functional relationships of the business units of its organization as they relate to Vendor's proposal and the Agency's stated needs and requirements. Organizational charts are helpful supplements to the descriptions.*

---

### **Diona's Organization Structure**

Diona has over 100 employees globally. The organizational chart below includes Diona's business units and how they are organized.





Diona's Global Services team is responsible for delivering project implementations. U.S. based resources from this team will take the lead in delivering the Agency's Solution.

Diona's Product Development team is responsible for designing, developing, maintaining, and enhancing Diona's COTS mobile solutions. The Product Development team will support Diona's delivery team for the Solution as needed throughout the project to help ensure Diona Connect and Diona Visits meet the Agency's requirements.

Diona's Managed Services team will help with the monitoring of the Solution AWS GovCloud environment after the transition to Maintenance and Operations. And, Diona's Product Support team, along with the Product Development team, will provide L3 support for the Solution after the transition to Maintenance and Operations.

Diona's Executive Management team has been closely involved with our proposal response for the Agency and will continue providing management guidance and support as needed throughout the Child Welfare mobile application communication software solution project, as well as post the Solution go-live.

d) 4.3.1.4 Locations

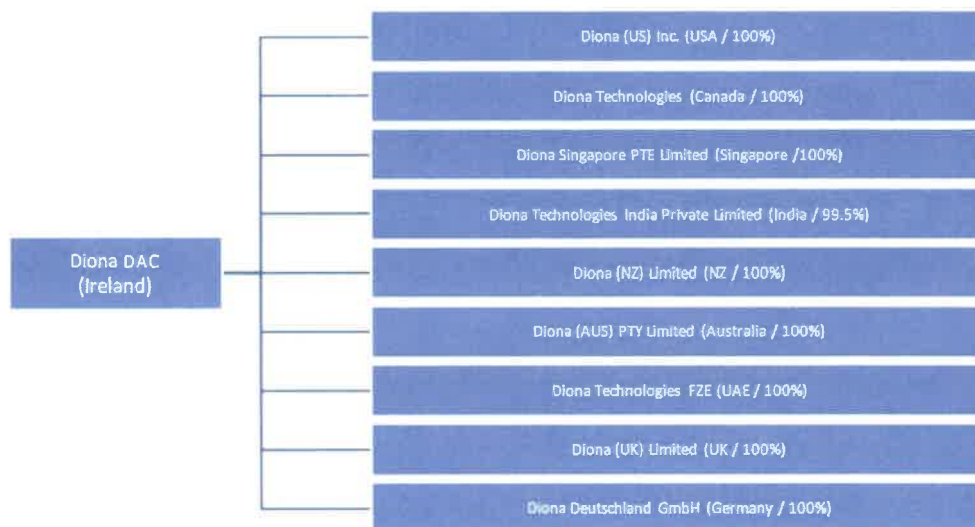
*Vendor should describe the geographical locations of their firm at the national, regional, and local levels, as applicable. Identify all locations that will be used to support a resultant contract and the operations managed from these locations. Clearly identify any overseas locations which may be used to support the resultant contract. No State data may be stored on servers or systems outside of the United States of America (U.S.), including U.S. Territories.*

Diona is headquartered in Dublin, Ireland with offices in Ireland, the United States, Canada, the United Kingdom, Germany, New Zealand, and India.

Our U.S. headquarters is in Austin, Texas and we have resources throughout the U.S., including Texas, New York, Minnesota, North Carolina, Nevada, and Virginia.

Diona will deliver the Agency's Solution project from our U.S. location, using only U.S. based resources. Our Product Development team, which will be engaged with Diona project team as needed, is in Ireland. Although this team will provide the Diona product, including updates and fixes, they will not have access to any Agency data, which will be in U.S.-based environments.

As illustrated below, our corporate group structure is that Diona DAC is the parent organization based in Ireland with each of the other companies in the group being 100% wholly owned subsidiaries of the parent company.



#### e) 4.3.1.5 References

*The Vendor should provide three (3) references from system implementation projects or systems in operation within the last five (5) years that demonstrate the Vendor's ability to achieve the goals and objectives in Section 4.2 and meet the requirements in the RFP.*

*Vendors may provide only one (1) reference per project performed and should include details about the Project such as project goals and objectives, general functionality, implementation timeline, and length of time the system has been in operation if applicable. The State strongly prefers three (3) references from different state*

*engagements where a Child Welfare client communications system is currently being or has been implemented and is in operation.*

#### Reference 1

##### PROJECT CONTACT DETAILS

<i>Organization:</i> Clark County (Nevada) Department of Family Services	<i>Name:</i> Darlene Bragg
<i>Address:</i> 500 S. Grand Central Pkwy., Las Vegas, Nevada 89155	<i>Email:</i> darlene.bragg@clarkcountynv.gov <i>Phone:</i> (702) 455-5778

##### PROJECT INFORMATION

*Project Type:* Stakeholder engagement solutions for Child Welfare caseworkers and investigators

##### *Project Goals and Objectives:*

To mobile enable caseworkers and investigators, allowing them to:

- Work more effectively while in the field engaging with children and families.
- Increase efficiencies, reduce administration time, and decrease time in the office.
- Improve the timeliness and quality of case and client data and placements.
- Access case information in the field, and provide updates, in the most effective way.
- Increase available time for clients.

##### *Project Description:*

The Clark County Department of Family Services (DFS) chose Diona solutions for mobile enabling their workforce. Clark County is by far the largest county in the State of Nevada and serves a vast majority of the population of children in the Nevada child welfare system.

Living with a State managed child welfare case management system, called UNITY, running on a legacy mainframe meant workers had to be at their desks, connected to the County network in order access their case and client files. It also meant inefficient and duplicate effort processes were in place to document case notes, complete forms, capture signatures, and update client information. Diona solutions enabled caseworkers and investigators to access their files, complete required tasks, and engage with stakeholders in the field in the most effective and productive way.

Using Diona Visits for ongoing case work, caseworkers can plan their day, review case notes, and complete notes, forms, and signatures while in the field. The quality of the information captured is better as it is captured during the engagement with children, families, and foster parents. The timeliness of the data reaching UNITY is also improved with removed duplicate efforts by caseworkers.

## Reference 1

Diona Investigations is available for investigators who use it to complete assessments and investigate allegations of abuse in the field with all their data in the palm of their hands. Direct access within the native mobile app to new intake reports while remote and on-call has significantly improved the quality of the information available for initial engagements with families.

Diona Placement Finder is implemented and integrated with the research based Every Child A Priority (ECAP) placement matching algorithm to streamline and improve the placement of Clark County's most vulnerable children with the best possible match to achieve placement goals.

### *Diona's Role:*

Diona licensed three Diona COTS Solutions to DFS: Diona Visits, Diona Investigations, and Diona Placement Finder.

Diona was also responsible for the following services: Project Management, Technical Architecture, Requirements Confirmation, Design, Configuration, Integration, Testing, Training, Deployment, and Maintenance & Support.

### *Project Benefits:*

- Enabled improved operational effectiveness.
- Reduced duplicative administrative activities.
- Increased time available for engagement with children and families being served.

### *Implementation Timeline:*

The DFS project started in March 2020.

The production implementation for Diona Visits and Diona Investigations occurred in September 2020. The County's implementation of Diona Visits and Diona Investigations has been in operation for approximately 4 years and 4 months.

The production implementation for Diona Placement Finder occurred in February 2021. The County's implementation of Diona Placement Finder has been in operation for approximately 3 years and 11 months.

## PROPOSED STAFF THAT WERE ASSIGNED TO PROJECT

<i>Name:</i> Ken Knapik	<i>Role:</i> Technical Architect
<i>Name:</i> Megan Williams	<i>Role:</i> Business Analyst, Tester

## Reference 2

### PROJECT CONTACT DETAILS

<i>Organization:</i>	<i>Name:</i> Amada Felt
----------------------	----------------------------

## Reference 2

Erie County (New York) Department of Social Services	
<i>Address:</i> 95 Franklin Street, Buffalo, New York 14202	<i>Email:</i> amanda.felt@erie.gov <i>Phone:</i> (716) 858-7106

## PROJECT INFORMATION

*Project Type:* Stakeholder engagement solutions for Child Welfare caseworkers and investigators

### *Project Goals and Objectives:*

To implement a solution to allow Child Protective Services investigators and Child Services caseworkers to:

- Develop, create, access, and update case files in the field.
- Capture photographs and documents when meeting with children and families.
- Retrieve all necessary documents used in Child Protective Services intake and ongoing operations.

### *Project Description:*

The Erie County Department of Social Services (DSS) provides services that are needed within the community, engagement with families and children, and family wellbeing. This includes Child Protection, Preventive Services, Foster Care, Adoption, Independent Living, and Adult Services. DSS looks at their role as being family engagers, assessing what a family's needs are, identifying safety or risks that need to be addressed, and putting services in place to address those needs.

A large percentage of DSS staff spend their day out of the office working within the community, which previously created challenges for writing and submitting notes and completing required documentation within a timely fashion. This also resulted in duplicate effort by investigators and caseworkers and delays in documentation. To address these challenges, Diona worked with DSS to implement Diona Investigations and Diona Visits for Child Protective Services and Child Services investigators and caseworkers.

In the first phase, Diona worked with DSS to implement Diona Investigations for child protection investigators and in a later phase, Diona Visits for child welfare caseworkers. To support DSS' frontline investigators, Diona implemented Diona Investigations with the Diona Data Manager. To support DSS' full set of requirements, the Diona Data Manager, a browser-based tool, is also required due to the County's limited access to data from the State system. Diona solutions leverage DSS' Operational Data Store (ODS), a read only snapshot of the County's caseload extracted daily from the New York State, statewide, CONNECTIONS child welfare system. In the second phase, Diona expanded on the initial implementation to provide Child Services caseworkers with Diona Visits.

Diona Investigations and Diona Visits are installed on Android tablets allowing investigators and caseworkers in the field to access case details like addresses, participants, notes, intake reports and allegations. They also provide multimedia device access and GPS capabilities. Both Diona Investigations and Diona Visits support capturing case notes and completing required forms while out of the office and



## Reference 2

meeting with families. DSS also has many processes that are not able to be recorded in CONNECTIONS, such as creating authorization forms, gathering copies of medical and education records, and taking photographs. Diona Investigations and Diona Visits allow them to capture this information which is synchronized by a nightly batch interfacing the documents and associated metadata to DSS' OnBase document management system.

### *Diona's Role:*

Diona licensed two Diona COTS Solutions to DSS: Diona Investigations and Diona Visits.

Diona was also responsible for the following services: Project Management, Technical Architecture, Requirements Confirmation, Design, Configuration, Integration, Testing, Training, Deployment, and Maintenance & Support.

### *Project Benefits:*

- Enhanced investigator and caseworker access to case details while out of the office, whether online or offline.
- Improved operational effectiveness with the ability to submit case notes and signatures before leaving a family.
- Refined process for new case assignments when out of the office with push notifications and immediate, electronic access to important case details.
- Increased time available for engagement with children and families being served.

### *Implementation Timeline:*

The DSS project started in July 2017.

The production implementation for Diona Investigations occurred in January 2018. DSS' implementation of Diona Investigations has been in operation for approximately 7 years.

The production implementation for Diona Visits occurred in June 2020. DSS' implementation of Diona Visits has been in operation for approximately 4 years and 7 months.

## PROPOSED STAFF THAT WERE ASSIGNED TO PROJECT

<i>Name:</i> Ken Knapik	<i>Role:</i> Technical Architect
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## Reference 3

### PROJECT CONTACT DETAILS

<i>Organization:</i>	<i>Name:</i>
Washington, D.C. Department of Health Care Finance and Department of Human Services	Tamika Fitzgerald

### Reference 3

*Address:*

441 4th St NW, Washington, DC 20001

*Email:* tamika.fitzgerald@dc.gov

*Phone:* (202) 442-9017

### PROJECT INFORMATION

*Project Type:* Communication solution for SNAP, TANF & Medicaid clients

*Project Goals and Objectives:*

- To expedite the creation of a self-service channel for clients at the height of the Covid-19 pandemic.
- To digitize benefit applications and supporting documentation to improve efficiencies and decrease administrative burdens associated with paper processes.
- To increase communication and information sharing with clients.
- To implement a native mobile solution that was configurable and easily expandable over time.

*Project Description:*

The Washington, D.C. Department of Health Care Finance administers benefit programs for the residents of the District of Columbia including SNAP, TANF and Medicaid. Prior to the Covid-19 pandemic, clients seeking these benefits had to go through an entirely paper-based process to apply for and manage these benefits. Given the urgency introduced by the pandemic, the key features of filing benefit applications and uploading supporting documentation were prioritized in the first release of Diona Self Service. Within 12 weeks, residents were provided with the ability to claim food, cash, and medical benefits, as well as to upload supporting verification documents.

Following a successful go-live of the application and document upload, subsequent incremental releases rolled out the full suite of digital interactions required to allow clients to interact with their benefits via their smartphones. Access to case, payment and appointment information puts people's mind at ease, reduces calls to the Department of Human Services call center and reduces workload. A required documents feature explains what documents are required in support of a benefit application and tracks the review status of these documents. This allows users to track which documents have been uploaded and whether they were accepted, and provides workers with more context when reviewing documentation, making their jobs a little easier. Proactive communication came in the form of push notifications - the District's case management system was instrumented with listeners to allow over 60 events to be pushed out to client smartphones. These notifications tell clients when an event such as a benefit recertification is approaching and brings the user into the District Direct native mobile app directly to the function used to renew. This keeps clients informed and reduces the rate of missed renewals.

District Direct includes a complex questionnaire that allows a client to submit applications for SNAP, TANF and Medicaid all as part of one submission. This questionnaire includes API calls to the U.S. Federal Government for income verification in addition to calls to an identity proofing service provided by a third-party vendor. The solution is fully integrated into the back-end case and task management systems such that up to 600 pre-validated data points are automatically registered and tasks raised for worker processing.



### Reference 3

District residents have submitted over 244,000 benefit applications and uploaded over 1,168,000 documents in support of those applications since the District Direct go live, providing access to benefits at a critical time.

The most popular information-access functions in the app are viewing payments and messages. These messages relate to push notifications that inform clients of a case status change, a required document, or a recertification that needs to be completed. They are also used to broadcast important operational updates to all app users. Clients have viewed notices over 1,727,000 times – providing a digital channel to access paper notices that all too often can get sent to an old mailing address or lost by clients, leading to a negative outcome or an office visit or telephone call.

Possibly the best testimony to the effectiveness of the mobile solution is the feedback gained from the Google Play and Apple App Stores. The app is rated 4.5/5 in the Google Play Store and 4.7/5 in the Apple App Store. This places the app amongst the highest rated Government digital tools offered in the app stores. People love this app because it provides them with a tool to manage their benefits with dignity, it kept them safe during the pandemic, and it is proving to deliver lasting value. The proof of this is in the app store comments that users leave having used the app:

*“This app is a life SAVER! I was able to complete my certification without having to go into any building!! The lines and service is not the best at the locations. This is my new location here! Im so pleased with the speedy response to my case. Times are hard and this has been a saving grace.”*

*“Get app to use instead of going to building because the building u would be waiting down there forever this is quick response...and its even better because we all know that sometimes the mail don't get to us intime to see what we need to do next to keep our benefits really good idea to make this app”*

*“This app makes it a pleasure to work with the District. It has practically all the information you need, contacts, forms, and easy to use cloud access to your applications. Uploading documents straight from your phone and getting answers to most of your questions couldn't be simpler.”*

Translated into Spanish and Amharic along with English, District Direct provides a comprehensive suite of digital services that allowed residents in Washington, D.C. to interact with their benefits while offices remained shut during the pandemic, keeping both clients and workers safe.

#### *Diona's Role:*

Diona licensed one Diona COTS Solution: Diona Self Service.

Diona was also responsible for the following services: Project Management, Technical Architecture, Requirements Confirmation, Design, Configuration, Localization, Integration, Testing, Deployment, and Maintenance & Support.

#### *Project Benefits:*

- A native mobile app deployed in 12 weeks at the height of the Covid-19 pandemic that helped District residents receive the help they needed while remaining safe.
- Reduced manual administrative tasks for workers.
- Improved timeliness and quality of data.

### Reference 3

- Reduced application rejections due to missing supporting documentation.
- Improved communications between the District and clients with timely and relevant information, including required actionable activities within the District Direct app.
- A self-service channel for SNAP, TANF and Medicaid clients that has resulted in anytime, anywhere access for clients and increased client satisfaction.

#### *Implementation Timeline:*

The District Direct project started in March 2020.

The production implementation for District Direct occurred in June 2020. District Direct has been in operation for approximately 4 years and 7 months.

### PROPOSED STAFF THAT WERE ASSIGNED TO PROJECT

<i>Name:</i> Ryan Koontz	<i>Role:</i> Technical Architect
<i>Name:</i> Kymberlee Williams	<i>Role:</i> Business Architect
<i>Name:</i> Ken Knapik	<i>Role:</i> Integration Lead

## ii. 4.3.2 Mandatory Qualifications/Experience Requirements

*The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.*

### a) 4.3.2.1

*Vendor must demonstrate that they have successfully implemented and operated a client communications system in child welfare, human services, or similar, for a government agency in the U.S. in compliance with all federal and state regulations within the five (5) years prior to this bid opening. Vendors may use one (1) or more of the references provided in response to Section 4.3 .1.5 to satisfy this requirement.*

Diona has successfully implemented and operated client communications systems for human services government agencies in the U.S. In section 4.3.1.5 a reference was provided for the Washington, D.C. Department of Health Care Finance and Department of Human Services. For this project, the District configured and integrated the Diona Self Service native mobile application to implement their District Direct solution for clients. District Direct enables SNAP, TANF and Medicaid clients to engage directly with the District. Similarly, in section 4.3, details were provided about the New York City Department of Social Services' ACCESS HRA native mobile solution, which is also an implementation of Diona Self Service. ACCESS HRA also enables benefit clients to interact with the government agency administering their programs.

District Direct and ACCESS HRA are both client communications systems. They are configured implementations of the Diona Platform and Diona Self Service. Diona Connect, the Diona solution for the Agency's Child Welfare mobile application communication software solution, leverages the features and functions of the Diona Platform and Diona Self Service that have been actively supporting client communications systems since 2017. District Direct and ACCESS HRA have combined for over 4 million app store downloads, 24 million client push notifications, 5 million appointments, 30 million viewed notices, and 55 million uploaded documents.

These Washington, D.C. and New York City projects share key attributes with the Agency's Child Welfare mobile application communication software solution project. For example, District Direct and ACCESS HRA allow these agencies to engage with external stakeholders by sharing documents bi-directionally, pushing notifications and alerts in real time, using complex forms to automate engagement processes, and offer enhanced tracking capability for cases-tasks-appointments. Goals for their agency projects, such as improving operational efficiency and data quality, have been realized .

## 4. SECTION 6: EVALUATION AND AWARD

# REQUEST FOR PROPOSAL

(Department of Human Services CRFP BSS2500000001)

## SECTION 6: EVALUATION AND AWARD

**6.1. Evaluation Process:** Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all of the mandatory specifications required, attains the minimum acceptable score, and attains the highest overall point score of all Vendors shall be awarded the contract.

**6.2. Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of 700 of the 1,000 points. Cost represents 300 of the 1,000 total points.

### Evaluation Point Allocation:

Project Goals and Proposed Approach (§ 4.2)

- Approach & Methodology to Goals/Objectives (§ 4.2.1) 250 Points Possible

- Approach & Methodology to Compliance with

Mandatory Project Requirements (§ 4.2.2) 300 Points Possible

Qualifications and experience (§ 4.3)

- Qualifications and Experience Generally (§ 4.3.1) 50 Points Possible

- Exceeding Mandatory Qualification/Experience

Requirements (§ 4.3.2) 50 Points Possible

Oral Interview (§ 4.4)

50 Points Possible

Total Technical Score:

700 Points Possible

Total Cost Score:

300 Points Possible

**Total Proposal Score: 1,000 Points Possible**

**6.3. Technical Bid Opening:** At the technical bid opening, the Purchasing Division will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Agency evaluation committee for technical evaluation.

# REQUEST FOR PROPOSAL

## (Department of Human Services CRFP BSS2500000001)

**6.4. Technical Evaluation:** The Agency evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Purchasing Division.

**6.5. Proposal Disqualification:**

**6.5.1. Minimum Acceptable Score (MAS):** Vendors must score a minimum of 70% (490 points) of the total technical points possible to move past the technical evaluation and have their cost proposal evaluated. All Vendor proposals not attaining the MAS will be disqualified.

**6.5.2. Failure to Meet Mandatory Requirement:** Vendors must meet or exceed all mandatory requirements to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.

**6.6. Cost Bid Opening:** The Purchasing Division will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record-keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Agency evaluation committee for cost evaluation.

The Purchasing Division reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

**6.7. Cost Evaluation:** The Agency evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein, and make a final recommendation to the Purchasing Division.

**Cost Evaluation Formula:** Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.

**Step 1:**  $\text{Lowest Cost of All Proposals} / \text{Cost of Proposal Being Evaluated} = \text{Cost Score Percentage}$

**Step 2:**  $\text{Cost Score Percentage} \times \text{Points Allocated to Cost Proposal} = \text{Total Cost Score}$

Example:

Proposal 1 Cost is \$1,000,000

Proposal 2 Cost is \$1,100,000

Points Allocated to Cost Proposal is 300

Proposal 1: Step 1 –  $\$1,000,000 / \$1,000,000 = \text{Cost Score Percentage of 1 (100\%)}$

Step 2 –  $1 \times 300 = \text{Total Cost Score of 300}$

# REQUEST FOR PROPOSAL

## (Department of Human Services CRFP BSS2500000001)

Proposal 2: Step 1 – \$1,000,000 / \$1,100,000 = Cost Score Percentage of 0.909091 (90.9091%)  
Step 2 – 0.909091 X 300 = Total Cost Score of 270.27273

**6.8. Availability of Information:** Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

By signing below, I certify that I have reviewed this RFP in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any state agency that may require registration.

Diona (US) Inc.

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(Company) *Patricia Donaldson*

Patricia Donaldson, Executive Vice President, Global Sales

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(Representative Name, Title)

M: 917-865-0247 / F: 512-628-3388

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(Contact Phone/Fax Number)

February 5, 2025

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(Date)



## 5. APPENDICES AND ATTACHMENTS

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## Appendix B: Functional and Technical Requirements

Appendix B: Functional and Technical Requirements			
Table of Contents			
Tab No.	Requirements Category	Number of Requirements	
1	Functional	17	
2	Technical	12	
	Total	29	
Requirements Criticality Indicators			
Indicator	Definition		
Mandatory	Functionality is necessary for the system to support current or planned State business processes.		
Desirable	Functionality is desired, but not necessary, for the system.		
Vendor Response			
Response Indicators: When providing responses to the requirements, Vendors shall use the following response indicators:		Instruction	
S	Standard: Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from Vendors in accordance with agreed-upon configuration planning with the State.	Vendors are encouraged, but not required, to provide additional information in the Comments column to further demonstrate the system's ability to meet the requirement.	
F	Future: Feature/Function will be available in a future software release available to the State by the phase implementation required, at which point it will be implemented in accordance with agreed-upon configuration planning with the State.	If a response indicator of "F" is provided for a requirement that will be met in a future software release, the Vendor shall indicate the planned release version as well as the date the release will be available.	
C	Customization: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications. All related customization costs should be indicated in the Comments column next to the feature/function, and the total cost included in the Cost Proposal deliverable for Configuration and Customization.	If a response indicator of "C" is provided for a requirement that will be met through a custom modification, the Vendor shall include the cost of such a modification in its cost proposal.	
T	Third-Party: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system. This system should be specified.	If a response indicator of "T" is provided for a requirement that will be met by integration with a third-party system, the Vendor shall identify this third-party system and include the cost to secure this system in its cost proposal.	
N	No: Feature/Function cannot be provided.	Any blank response will be considered an "N".	

Functional				
Phase Implemented: Requirements for functionality first implemented in Phase 1 (by September 1, 2025) of the project will be marked as 1 and functionality first implemented or updated in Phase 2 (no later than July 1, 2026) will be marked as 2.				
Req. #	Requirement Description	Mandatory/ Desirable	Phase Implemented per W. Va. Code §49-2-111(c)(b) language*	Vendor Response
Communication				
	The Solution must include the following features in its messaging functionality: a. Allow authorized users to securely communicate and send messages among authorized users b. View message history	Mandatory	1	S
F.C.2	The Solution must include notifications to authorized users when information is new or tasks are due. Alerts should be provided when tasks require a user's attention or changes to the child's case are noted/documented (e.g., change to placement location).	Mandatory	1	S
				<p>The Solution will allow authorized users to securely communicate, send messages, and view message history using Diona Connect and Diona Visits. Please see the responses to sections 4.2.1.1.1, 4.2.1.1.2 and 4.2.1.1.5 for detailed information on how this will be achieved.</p> <p>Diona Connect and Diona Visits utilize push notifications to inform users of something new or when an action must be taken. In addition, Alerts can be included in the Diona Connect Dashboard screen to inform a user of something that has happened and to provide access to actions associated with the activity. For more information please see the response to section 4.2.1.1.1.</p> <p>The response to sections 4.2.1.1.1 and 4.2.1.1.5 describes how Diona Connect and Diona Visits will be used to provide a secure communication platform for all authorized users. Diona Connect and Diona Visits will be integrated with the PATH CCWIS and therefore all communication undertaken using Diona Connect and Diona Visits will be saved in the CCWIS.</p> <p>Using the solution proposed by Diona means that there should be no need to use other less secure communication methods. However, if the Agency must also support alternative communication mechanisms, Diona propose the following approach to address archiving of this type of communication to the CCWIS.</p> <p>A dedicated email address will be defined for the purpose of archiving email, chat and text communications, e.g., archiveComms@wv.gov. Rules will be configured in the Agency email server to ensure that only appropriate users can send emails to this address. Emails from non-authorized users will be rejected by the email server.</p> <p>When a caseworker wants to archive communication in the CWISS, they must send the communication contents in an email to this address. If the communication is an email, the email can be forwarded to this address. If the communication is from a messaging or SMS app, the content must be extracted from the app and sent in an email to this address. The information used to identify the case to which the communication relates, e.g., case reference, must be included in the email subject.</p> <p>The Agency email server will be configured to forward all emails sent to this address to an email server installed by Diona in the Agency's environment. Upon receipt of one of these emails, the email server will execute a process that parses the information contained in the email and generates a PDF document with the email contents. This process will then invoke a PATH CCWIS API to attach the PDF to the appropriate case.</p>
F.C.3	The Solution must archive communication into the CCWIS, including but not limited to text, email, and/or chat, via a format or process that successfully interfaces with the CCWIS.	Mandatory	1	S

F.C.4	The Solution should provide secure messaging functionality in multiple platforms, including but not limited to email, chat and/or text.	Desirable	1	S	Diona Connect and Diona Visits provide a secure messaging environment that can be used by external stakeholders and BSS caseworkers for all communication. Please see the responses to sections 4.2.1.1.1 and 4.2.1.1.5 for more information.
F.C.5	The Solution should include the following features in its messaging functionality: a. File-share with authorized user(s)	Desirable	2	S	Diona Connect is specifically designed to allow all external stakeholders involved in a foster child's case to communicate effectively. Diona Visits enables BSS caseworkers to partake in these communications. Communication occurs securely within the apps. There is no need to use other less secure tools, such as email clients or messaging apps, to send emails or text messages.
Information Access					
F.I.1	As the Solution components becomes interfaced with the CCWIS, the Solution must pull/push information (i.e., function bidirectionally) with the CCWIS where the CCWIS is the sole source of any/all information and documentation - and archive of such information and documentation - for all foster cases.	Mandatory	2	S	The solution proposed by Diona provides authorized users with several mechanisms to share files. Photos and files may be posted to a discussion. External stakeholders can use Diona Connect to upload files or photos to PATH where they can be shared with other authorized users. Diona Visits can be used to attach photo, video or audio files to cases. Please see the responses to sections 4.2.1.1.1 and 4.2.1.1.2 for more information.
F.I.2	The Solution must allow RBAC to access case record information in the CCWIS, such as education, medical, dental, mental health, psychology evaluation, and visitation records.	Mandatory	2	S	Diona Connect and Diona Visits are designed as systems of engagement that extend the capability of existing systems, such as the PATH CCWIS, to transform caseworker and external stakeholder engagement with these systems. A rich and extensive set of APIs are provided that will be used to integrate with PATH using a combination of existing PATH APIs and new APIs developed during the project. PATH will be the source of all information and documentation. The archival of this information will be managed using existing PATH processes.
F.I.3	The Solution must allow RBAC to upload to the portal, to be stored in the CCWIS, any/all case documentation such as family plans, safety plans, photos, and verification documents.	Mandatory	2	S	Diona Connect will be configured to provide role based access for external stakeholders to the appropriate information. Please see the response to section 4.2.1.1.2 for more information. In addition, PATH integration logic, determined as part of the requirements refinement exercise, will be used to ensure that the appropriate information is available based on the user's role. Diona Visits will be configured to provide the appropriate access for BSS caseworkers.
					Diona Connect and Diona Visits provide extensive upload capabilities that can be used to upload documentation directly to the PATH CCWIS. Please see the response to section 4.2.1.1.2 for more information. In addition, the Forms functionality can be used to allow caseworkers to complete and update forms for family and safety plans.

F.1.4a	<p>The Solution should allow authorized users to:</p> <ul style="list-style-type: none"> <li>a. Enter online/offline messaging (e.g., SMS/Email/In-App), to be uploaded to the CCWIS immediately (if online) or as soon as connectivity is restored (if offline)</li> <li>b. Video/audio conferencing with authorized users, and with a recording function</li> </ul>	Desirable	1	S	<p>Diona Visits enables an authorized user to enter appropriate information when offline. This information is uploaded to the CCWIS when the internet connection is re-established during the session. When the connection is not re-established before the session ends (i.e., user logs out), the information is automatically uploaded in the background the next time the user logs into the app when online.</p> <p>Events (e.g., meetings, visitations, appointments, hearings etc.) can have a URL specified for the event. This URL can be used to open video/audio conference software used to host the event. Actions may also be configured that can be used to launch the video/audio conference software, e.g., a "Join Online" action may be configured for an MDT meeting. The video/audio conference software would provide the recording function.</p> <p>The "S" in the Vendor Response column refers to the response to F.1.4a.a. The Diona response to F.1.4a.b is "T" as the Video/audio conferencing service would be provided by a third party solution, e.g. MS Teams, Zoom, etc.</p>
F.1.4b	<p>The Solution should allow authorized users to:</p> <ul style="list-style-type: none"> <li>a. Take a photo, video, or audio recording</li> <li>b. Document updates, such as completion of goals/tasks/steps</li> <li>c. Request and view upcoming meetings with case workers</li> <li>d. Upload verification documents (e.g., pay stubs, lease agreement, certificates of completion, etc.)</li> </ul>	Desirable	2	S	<p>Diona Connect and Diona Visits provide authorized users with the capability to complete the tasks listed for this requirement. Please see the response to sections 4.2.1.1.2 and 4.2.1.1.4 for more information.</p>
F.1.5	<p>The system should allow access to various document formats, including but not limited to:</p> <ul style="list-style-type: none"> <li>a. AVI</li> <li>b. BMP</li> <li>c. DOC</li> <li>d. DOCX</li> <li>e. JPEG</li> <li>f. JPEG</li> <li>g. JPG</li> <li>h. MP4</li> <li>i. PDF</li> <li>j. TIFF</li> <li>k. TXT</li> <li>l. XLS</li> </ul>	Desirable	2	S	<p>Diona Connect and Diona Visits can be used to download documents to a mobile device. There is no restriction based on the format of the documents that can be downloaded. The downloaded documents are viewed using an appropriate app on the user's device. All documents downloaded using a Diona solution are stored encrypted in app private storage and can only be accessed using the Diona solution.</p>
F.1.6	The Solution should allow authorized users digital signatures to be collected on documents that are stored in the CCWIS.	Desirable	2	S	<p>The Forms Framework provided by Diona Visits and Diona Connect allows authorized users to directly sign a document. Please see the response to section 4.2.1.1.1 for more information.</p>
F.1.7	The Solution should provide primary information upload confirmation prior to the CCWIS interface, in relation to Technical requirement T.G.8.	Desirable	2	S	<p>Please see the response to section 4.2.1.1.3 for more information on how the Diona solutions ensure that a document is being uploaded for the appropriate child/case.</p>



F.I.8	<p>The Solution should allow authorized user(s) to access documentation including but not limited to the following examples:</p> <ul style="list-style-type: none"> <li>a. Educational evaluation/records</li> <li>b. Medical evaluation/records</li> <li>c. Dental evaluation/records</li> <li>d. Therapeutic/mental health records</li> <li>e. Home evaluations</li> <li>f. Visitation/family time records</li> <li>g. Case or family plan</li> <li>h. Safety Plan or Assessment</li> <li>i. Case worker contact log</li> <li>j. Court filing</li> <li>k. Demographic information</li> <li>l. Demographic information</li> </ul>	Desirable	2	S	<p>Diona Connect and Diona Visits allow an authorized user to download the appropriate documentation. There is no restriction on the types of documentation that can be downloaded. All documents downloaded using a Diona solution are stored encrypted in app private storage and can only be accessed using the Diona solution. Please see the responses to sections 4.2.1.1.1 and 4.2.1.1.2 for more information.</p>
<b>Scheduling</b>					
F.S.1	<p>The Solution should include a calendar module accessible for all authorized users that allows users to schedule events involved in the respective child's case (e.g., visitation sessions for foster child and biological parent/guardian). The user should be able to add, change, or delete items, including but not limited to:</p> <ul style="list-style-type: none"> <li>a. Appointments</li> <li>b. Non-emergency medical visits</li> <li>c. Guardian Ad Litem (GAL)</li> <li>d. MDT meetings</li> <li>e. Visitations</li> <li>f. Vacations</li> <li>g. Court dates</li> <li>h. SNS provider services</li> </ul>	Desirable	2	S	<p>Diona Connect provides external stakeholders (e.g., foster parents, biological parents, GALs etc.) with access to the information they need with regard to visitations, meetings, appointments and court hearings. Diona Visits can be used by BSS caseworkers to manage their visits and interactions with children, external stakeholders and families. The BSS caseworker can review their scheduled visits and create new visits or meetings involving the participants in a child's case. Please see the response to section 4.2.1.1.4 for more information.</p>
<b>Reporting</b>					
F.R.1	The Solution must create a performance report that shows the time measurement of user's responsiveness to questions or requests.	Mandatory	2	S	<p>The Diona Data Manager is a simple web application that can be used by Agency administrators and supervisors to extract the reports required to measure the average response time of users to questions or requests raised in discussions. Please see the response to section 4.2.1.1.4 for more information.</p>
F.R.2	The Solution should create performance reports through flexible reporting functionality to include both predefined and ad hoc reporting.	Desirable	2	S	<p>The Diona Data Manager provides a flexible reporting environment. New reports can be configured as required. Reports can be designed to have multiple parameters. These parameters provide a significant amount of flexibility when running an ad hoc report, e.g., a response time report could be run for all Agency users or for a specific Agency user only. Please see the response to section 4.2.1.1.4 for more information.</p>

Technical					
Phase Implemented: Requirements for functionality first implemented in Phase 1 (by September 1, 2025) of the project will be marked as 1 and functionality first implemented or updated in Phase 2 (no later than July 1, 2026) will be marked as 2.					
Req. #	Requirement Description	Mandatory/ Desirable	Phase Implemented per W. Va. Code §49-2-111(c)(b) language*	Vendor Response	Comments
<b>General</b>					
T.G.1	The Solution must allow authorized administrators the capability to grant and deny user access at any time.	Mandatory	1	T	Diona Connect and Diona Visits will be configured to delegate authentication and user account management to Optum GovID. As such, Optum GovID will be used by authorized administrators to grant and deny user access.
T.G.2	The Solution must allow role-based access control (RBAC) to manage user experience, features, and access and/or functionality.	Mandatory	1	S	Diona Connect is designed to be used by all types of external stakeholder involved in a child's case, e.g., foster/kinship parents, biological parents, legal community users (guardians ad litem, probation officers), SNS providers, and Child Placing Agencies. The Diona Connect solution is not constrained to a specific set of external stakeholder roles. Role based configuration of the Diona Connect solution means that only role appropriate functionality and information is available in the solution. This means that the Agency can choose to configure the solution, and with the appropriate PATH integration, provide the Diona Connect solution for any type of external stakeholder that plays a role in a child's case. The Diona Connect app is automatically updated based on the configuration, and therefore does not need to be redeployed when it is made available to a new type of external stakeholder.
					Diona Visits also supports role based configuration. This can be used to ensure that the appropriate features and functionality are available to the BSS caseworkers and supervisors.
T.G.3	The Solution must be browser agnostic.	Mandatory	1	S	Diona Connect and Diona Visits are native apps built specifically for the iOS, Android and Windows operating systems. As such, they do not require a browser. The Diona Configuration Manager and the Diona Data Manager web applications, used for Solution configuration and reporting respectively, are browser agnostic.
T.G.4	Recovery Time Objective (RTO) - In the event of an unplanned outage, the system shall be returned to live operation in 4 hours or less	Mandatory	1	S	Using the features of AWS and the Diona solution architecture itself, there are a number of fallback options that will allow the system to be returned to operation in 4 hours or less. These are documented in detail in the Diona Business Continuity and Disaster Recovery Plan document.
T.G.5	Recovery Point Objective (RPO) - Data will be backed up in a manner that assures the system can always be restored with no loss of data	Mandatory	1	S	The Diona solution will use MongoDB replica sets to provide immediate redundancy that will allow restoration without the loss of data. The approach to this is detailed in the Diona Business Continuity and Disaster Recovery Plan document.
T.G.6	The Solution must identify and flag duplicate entries of information.	Mandatory	2	S	The definition of what qualifies as a duplicate data will be defined during the requirements definition exercise. Based on the requirements identified, PATH integration logic will be implemented to ensure that duplicate data is not entered from Diona Connect or Diona Visits. When duplicate data is identified, the data will not be entered in PATH and an appropriate error will be returned to the Diona app. The user can change or discard the data in response to the error.
T.G.7	The Solution should require permission access using a single sign-on (SSO).	Desirable	1	T	Diona Connect and Diona Visits will be configured to delegate authentication and user account management to Optum GovID. As such, Optum GovID will be used to provide SSO when appropriate.

T.G.8	The Solution should enable authorized users to access and enter information through a mobile device.	Desirable	1	S	Diona Connect and Diona Visits are provided on both the iOS and Android platforms as fully native mobile apps. The apps provide authorized users with a performant, secure, accessible and intuitive method to access and enter information.
T.G.9	The Solution should allow RBAC to schedule mass or batch changes at an established time frame.	Desirable	2	S	The Solution will allow batch processes to be scheduled for execution at specific times.
T.G.10	The Vendor should resolve data input errors reported by users within two (2) business days from when the report was received.	Desirable	2	S	Diona Connect and Diona Visits are designed to prevent data input errors from occurring. Field and cross-field validations ensure that valid data only may be entered using the apps. In addition, schemas are used to verify that the data read from and sent to PATH conforms to the Diona API specifications. Diona Visits, used by BSS caseworkers, will be directly integrated with PATH. Therefore, the mechanisms currently utilized in PATH to address incorrect data entry by BSS caseworkers can also apply to data entered using Diona Visits. External stakeholders, using Diona Connect, will principally enter information using discussions, notes and forms. Incorrect data entered in a discussion can be addressed by a subsequent discussion post. Notes can be updated or corrected by an external stakeholder until the point when the note is published. Likewise, forms can be updated or corrected by an external stakeholder until the point the form is submitted. Once published or completed, the form or note is saved to PATH and may no longer be updated by the external stakeholder. However, it is possible that the external stakeholder may have entered incorrect data. Diona propose working with the Agency in the requirements refinement exercise to determine the most appropriate approach to resolving reported data input errors and based on Agency policies on what data can be updated and what data cannot be updated after it has been recorded in PATH.
Security					

T.S.1	<p>The Vendor and the Solution must meet all applicable State and Federal privacy, confidentiality, and security requirements. Per 45 CFR 1355.52 (d) (iii), the CCWIS data must "be exchanged and maintained in accordance with confidentiality requirements in Section 471 (a) (8) of the Act, and 45 CFR 205.50, and 42 U.S.C. 5106a (b) (2) (B) (viii) through (x) of the Child Abuse Prevention and Treatment Act, if applicable, and other applicable federal and state or tribal laws". The Contractor must ensure that all data in its possession meets the standards outlined in 45 CFR 1355.52 (d) (iii) and complies with the following list of Federal standards:</p> <ul style="list-style-type: none"> <li>a. Federal Information Security Risk Assessment (ISRA) Procedures</li> <li>b. CMS System Security Plan</li> <li>c. 42 CFR Parts 412, 413, 422, 433</li> <li>d. 45 CFR Part 160 Administration</li> <li>e. 45 CFR Part 162 Privacy</li> <li>f. 45 CFR Part 164 Security</li> <li>g. Records Usage, Duplication, Retention, Re-disclosure, and Timely Destruction Procedures/Restrictions 5 U.S.C. 552a (o)(1)(F), (H), and (I)</li> <li>h. Internal Revenue Service (IRS) Publication 1075 compliance</li> <li>i. Privacy Act of 1974 at 5 U.S.C. 552a</li> <li>j. Federal Information Security Management Act (FISMA)</li> <li>k. SSA Information System Security Guidelines for federal, State, and local agencies</li> <li>l. Title XIX Confidentiality Rules</li> <li>m. CMS Standards and Conditions at 42 CFR 433.112</li> <li>n. ACF CCWIS Design Requirements established in §1355.53</li> <li>o. MARS-E (At a minimum MARS-E 2.0)</li> <li>p. Confidentiality requirements under Section 471(a)(8) of the Social Security Act</li> <li>q. Confidentiality/access requirements under Section 106(b)(2)(a)(v) of the Child Abuse Prevention and Treatment Act</li> </ul>	Mandatory	1	S	Diona will meet all applicable State and Federal privacy, confidentiality and security requirements.
T.S.2	<p>The Solution should allow a default access level for assigned users of a multi-disciplinary team (MDT) prior to the MDT meeting.</p>	Desirable	2	S	Diona Connect can be configured to provide the appropriate level of access required for the assigned users of a multi-disciplinary team.

## Attachment A: Federal Funds Addendum

**FEDERAL FUNDS ADDENDUM**  
**2 C.F.R. §§ 200.317 – 200.327**

**Purpose:** This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**Instructions:** Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

**Changes to Specifications:** Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

**State Level:** In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

**County Level:** In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

**Award:** If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**State Government Use Caution:** State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

**County/Local Government Use Caution:** County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.



## **FEDERAL FUNDS ADDENDUM**

### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:  
(2 C.F.R. § 200.321)**

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
  - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**2. DOMESTIC PREFERENCES:  
(2 C.F.R. § 200.322)**

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**3. BREACH OF CONTRACT REMEDIES AND PENALTIES:**

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**4. TERMINATION FOR CAUSE AND CONVENIENCE:**

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**5. EQUAL EMPLOYMENT OPPORTUNITY:**

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**6. DAVIS-BACON WAGE RATES:**

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

**7. ANTI-KICKBACK ACT:**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

**8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**  
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**  
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**10. CLEAN AIR ACT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**11. DEBARMENT AND SUSPENSION**  
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**12. BYRD ANTI-LOBBYING AMENDMENT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**13. PROCUREMENT OF RECOVERED MATERIALS**  
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Vendor Name:

By: Patricia Donaldson

Printed Name: Patricia Donaldson

Title: Diona, Executive Vice President, Global Sales

Date: February 5, 2025

**EXHIBIT A To:**  
**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY**  
**CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

**W. Va. CSR § 148-1-5**



West Virginia Code of State Rules  
Title 148. Department of Administration  
Legislative Rule (Ser. 1)  
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5  
§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in [W. Va. Code § 5A-3-33d](#).

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in [W. Va. Code § 5A-3-33d](#) or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with [W. Va. Code § 5A-3-33e](#) and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to [W.Va. Code § 5A-3-33e\(e\)](#), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the

same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party status will be presumed to be a related party subject to debarment.

## **5.6. Damages.**

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

## **Credits**

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

**End of Document**

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**EXHIBIT B To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

**Prevailing Wage Determination**

☐ – Not Applicable Because Contract Not for Construction

☐ – Federal Prevailing Wage Determination on Next Page



## Attachment B: Software as a Service Addendum

## Software as a Service Addendum

### 1. Definitions:

Acceptable alternative data center location means a country that is identified as providing equivalent or stronger data protection than the United States, in terms of both regulation and enforcement. DLA Piper's Privacy Heatmap shall be utilized for this analysis and may be found at <https://www.dlapiperdataprotection.com/index.html?t=world-map&c=US&c2=IN>.

Authorized Persons means the service provider's employees, contractors, subcontractors or other agents who have responsibility in protecting or have access to the public jurisdiction's personal data and non-public data to enable the service provider to perform the services required.

Data Breach means the unauthorized access and acquisition of unencrypted and unredacted personal data that compromises the security or confidentiality of a public jurisdiction's personal information and that causes the service provider or public jurisdiction to reasonably believe that the data breach has caused or will cause identity theft or other fraud.

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.

Non-Public Data means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the public jurisdiction because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Personal Data means data that includes information relating to a person that identifies the person by first name or first initial, and last name, and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, state identification card); financial account information, including account number, credit or debit card numbers; or protected health information (PHI).

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

Public Jurisdiction means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

Public Jurisdiction Data means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by the service provider.

Public Jurisdiction Identified Contact means the person or persons designated in writing by the public jurisdiction to receive security incident or breach notification.

Restricted data means personal data and non-public data.

Security Incident means the actual unauthorized access to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a public jurisdiction's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

Service Provider means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

Software-as-a-Service (SaaS) means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

**2. Data Ownership:** The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.

**3. Data Protection and Privacy:** Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:

- a) The service provider shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. In Appendix A,

the public jurisdiction shall indicate whether restricted information will be processed by the service provider. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind. The service provider shall ensure that all such measures, including the manner in which personal data and non-public data are collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum and shall survive termination of the underlying contract.

- b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations, policies and directives.
- c) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.
- d) If, in the course of its engagement by the public jurisdiction, the service provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider's sole cost and expense. All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.
- e) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.
- f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice. The public jurisdiction shall identify data it deems as non-public data to the service provider.
- g) At no time shall any data or process – that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees — be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.
- h) The service provider shall not use or disclose any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- i) Data Location. For non-public data and personal data, the service provider shall provide its data center services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to *store* public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its

U.S. data centers. With agreement from the public jurisdiction, this term may be met by the service provider providing its services from an acceptable alternative data center location, which agreement shall be stated in Appendix A. The Service Provider may also request permission to utilize an acceptable alternative data center location during a procurement's question and answer period by submitting a question to that effect. The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.

**4. Security Incident or Data Breach Notification:** The service provider shall inform the public jurisdiction of any confirmed security incident or data breach.

- a) Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in the contract. Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes defined by law or contained in the contract.
- b) Security Incident Reporting Requirements: The service provider shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and (3) the public jurisdiction point of contact for general contract oversight/administration. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.
- c) Breach Reporting Requirements: Upon the discovery of a data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and the public jurisdiction point of contact for general contract oversight/administration.

**5. Breach Responsibilities:** This section only applies when a data breach occurs with respect to personal data within the possession or control of the service provider.

- a) Immediately after being awarded a contract, the service provider shall provide the public jurisdiction with the name and contact information for an employee of service provider who shall serve as the public jurisdiction's primary security contact and shall be available to assist the public jurisdiction twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a data breach. The service provider may provide this information in Appendix A.

- b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to fully cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.
- c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data; (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.
- d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); and (5) complete all corrective actions as reasonably determined by service provider based on root cause. The service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any



type of remediation may be offered to affected persons, and the nature and extent of any such remediation. The service provider retains the right to report activity to law enforcement.

**6. Notification of Legal Requests:** The service provider shall contact the public jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the public jurisdiction's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The service provider shall not respond to subpoenas, service of process and other legal requests related to the public jurisdiction without first notifying the public jurisdiction, unless prohibited by law from providing such notice.

**7. Termination and Suspension of Service:**

- a) In the event of a termination of the contract, the service provider shall implement an orderly return of public jurisdiction data within the time period and format specified in the contract (or in the absence of a specified time and format, a mutually agreeable time and format) and after the data has been successfully returned, securely and permanently dispose of public jurisdiction data.
- b) During any period of service suspension, the service provider shall not take any action to intentionally erase any public jurisdiction data.
- c) In the event the contract does not specify a time or format for return of the public jurisdiction's data and an agreement has not been reached, in the event of termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
  - 10 days after the effective date of termination, if the termination is in accordance with the contract period
  - 30 days after the effective date of termination, if the termination is for convenience
  - 60 days after the effective date of termination, if the termination is for cause

After such period, the service provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.

- d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.
- e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

**8. Background Checks:** The service provider shall conduct criminal background checks in compliance with W.Va. Code §15-2D-3 and not utilize any staff to fulfill the obligations



of the contract, including subcontractors, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the service provider's employees and agents.

**9. Oversight of Authorized Persons:** During the term of each authorized person's employment or engagement by service provider, service provider shall at all times cause such persons to abide strictly by service provider's obligations under this Agreement and service provider's standard policies and procedures. The service provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of personal data by any of service provider's officers, partners, principals, employees, agents or contractors.

**10. Access to Security Logs and Reports:** The service provider shall provide reports to the public jurisdiction in CSV format agreed to by both the service provider and the public jurisdiction. Reports shall include user access (successful and failed attempts), user access IP address, user access history and security logs for all public jurisdiction files and accounts related to this contract.

**11. Data Protection Self-Assessment:** The service provider shall perform a Cloud Security Alliance STAR Self-Assessment by completing and submitting the "Consensus Assessments Initiative Questionnaire" to the Public Jurisdiction Identified Contact. The service provider shall submit its self-assessment to the public jurisdiction prior to contract award and, upon request, annually thereafter, on the anniversary of the date of contract execution. Any deficiencies identified in the assessment will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

**12. Data Center Audit:** The service provider shall perform an audit of its data center(s) at least annually at its expense and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the report or approved equivalent will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

**13. Change Control and Advance Notice:** The service provider shall give 30 days, advance notice (to the public jurisdiction of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics.

**14. Security:**

- a) At a minimum, the service provider's safeguards for the protection of data shall include: (1) securing business facilities, data centers, paper files, servers, back-up

systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security; (3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (6) providing appropriate privacy and information security training to service provider's employees.

- b) The service provider shall execute well-defined recurring action steps that identify and monitor vulnerabilities and provide remediation or corrective measures. Where the service provider's technology or the public jurisdiction's required dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible. The service provider must ensure that applications used to interface with the service provider's technology remain operationally compatible with software updates.
- c) Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.

**15. Non-disclosure and Separation of Duties:** The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.

**16. Import and Export of Data:** The public jurisdiction shall have the ability to securely import, export or dispose of data in standard format in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the public jurisdiction to import or export data to/from other service providers identified in the contract (or in the absence of an identified format, a mutually agreeable format).

**17. Responsibilities:** The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the cloud services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the service provider.

**18. Subcontractor Compliance:** The service provider shall ensure that any of its subcontractors to whom it provides any of the personal data or non-public data it receives hereunder, or to whom it provides any personal data or non-public data which the service provider creates or receives on behalf of the public jurisdiction, agree to the restrictions, terms and conditions which apply to the service provider hereunder.

**19. Right to Remove Individuals:** The public jurisdiction shall have the right at any time to require that the service provider remove from interaction with public jurisdiction any

service provider representative who the public jurisdiction believes is detrimental to its working relationship with the service provider. The public jurisdiction shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract without the public jurisdiction's consent.

**20. Business Continuity and Disaster Recovery:** The service provider shall provide a business continuity and disaster recovery plan executive summary upon request. Lack of a plan will entitle the public jurisdiction to terminate this contract for cause.

**21. Compliance with Accessibility Standards:** The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

**22. Web Services:** The service provider shall use web services exclusively to interface with the public jurisdiction's data in near real time when possible.

**23. Encryption of Data at Rest:** The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data.

**24. Subscription Terms:** Service provider grants to a public jurisdiction a license to:

- a. Access and use the service for its business purposes;
- b. For SaaS, use underlying software as embodied or used in the service; and
- c. View, copy, upload, download (where applicable), and use service provider's documentation.

**25. Equitable Relief:** Service provider acknowledges that any breach of its covenants or obligations set forth in Addendum may cause the public jurisdiction irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the public jurisdiction is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the public jurisdiction may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Addendum to the contrary.

AGREED:

Name of Agency: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Vendor: Diona (US) Inc.

Signature: Patricia Donaldson

Title: Executive Vice President, Global Sales

Date: February 5, 2025

## Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. Required information not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Service Provider/Vendor: Diona (US) Inc.

Name of Agency: Department of Human Services

### Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?  
Yes ☒  
No ☐
2. If yes to #1, does the restricted information include personal data?  
Yes ☒  
No ☐
3. If yes to #1, does the restricted information include non-public data?  
Yes ☒  
No ☐
4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?  
Yes ☐  
No ☒

5. Provide name and email address for the Department privacy officer:

Name: Chris Snyder

Email address: chris.s.snyder@wv.gov

### Vendor/Service Provider's required information:

6. Provide name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact:

Name: Anil Singaraju

Email address: Anil.Singaraju@diona.com

Phone Number: M: +91 98452 58234

## Attachment E: Diona Staff Resumes

## **Ryan Koontz**

### **Project Manager and Solution Architect**

#### **KEY QUALIFICATIONS**

- Over 15 years of diverse IT experience, including project management and methodologies, change management, support, requirements design, testing, and implementation.
- Nearly 10 years of experience designing and implementing Diona Solutions
- Expertise in solution architecture for high availability and reliability using containerized, cloud, and bare-metal infrastructures.
- Proficient in architecting and deploying large-scale enterprise applications, defining integration strategies for disparate systems, and ensuring robust architectures for complex business requirements.
- Skilled in translating intricate business challenges into technical solutions that fulfil organizational goals.
- Experienced in configuration, implementation, deployment, and delivery of Diona Solutions
- Strong expertise in automated continuous integration and deployment environments, including scripting and maintenance.
- Thorough knowledge of J-Unit testing frameworks and designing unit test strategies for new implementations.
- 10+ years of hands-on experience with the Cúram application in professional human services IT projects.
- Deep understanding of Cúram Social Program Management Solutions, particularly in eligibility, evidence, workflow, IEG, case management, configuration, and customization.
- IBM Certified Application Developer - Cúram V6.0.4
- Extensive knowledge of Cúram solutions such as Income Support for Medicaid and their relational database models.
- Bachelor's Degree in Computer Information Systems (BA) from James Madison University

#### **MOBILE PROJECTS**

**Project:** MiChildSupport Mobile App

**Organization / Role:** Michigan Department of Health and Human Services / Diona Solution Architect and Project Manager

**Dates:** June 2024 - Present

MiChildSupport serves as the State's central platform for clients involved in Child Support services, offering access to case information, payment details, and applications for benefits. The Mobile App enhances this platform by introducing a convenient mobile channel, enabling users to seamlessly access these services directly from their mobile devices.



## Key Responsibilities

- Designed a seamless mobile solution integrating with the State's existing web gateway, utilizing the Diona solution and available configurations.
- Implemented containerized environments of Diona products and integrated the Diona mobile solution with the State's Red Hat Open Shift infrastructure.
- Documented comprehensive project work plans and milestones, ensuring transparency and alignment with objectives.
- Collaborated with stakeholders to implement user-centric features, optimizing the Diona mobile experience.
- Designed real-time integrations between the Diona solution and the State's disparate systems using REST.
- Led cross-functional teams, overseeing technical implementations and providing mentorship to support business and technical goals.

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**Project:** District of Columbia Access System (DCAS) Release 3

**Organization / Role:** D.C. Department of Human Services / Diona Project Manager and Solution Architect

**Dates:** Feb 2020 – June 2024

DCAS integrates health and human services programs into a unified platform, enabling efficient eligibility determination and case management for Medicaid, private health insurance, and other public assistance programs. Release 3 aims to bring multiple new enhancements including bringing in new local and traditional Medicaid programs to the DCAS system.

## Key Responsibilities

- Led onshore and offshore teams to deliver District Direct, a website and the Diona Self Service mobile app enabling constituents to apply for and manage their social benefits.
- Implemented Cúram Universal Access authentication via SAML protocol, integrating WebLogic servers with Oracle Identity Access Management (IDP).
- Translated business requirements into technical solutions, delivering critical change requests.
- Created and maintained architectural and system documentation for stakeholders, ensuring technical knowledge was accessible and up to date for all stakeholders.
- Mentored junior team members in technical architecture principles, improving team productivity and employee satisfaction
- Provided guidance to project teams and stakeholders, ensuring technical solutions aligned with overarching business goals.

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**Project:** Families Accessing Services through Technology (NC FAST)

**Organization / Role:** North Carolina Department of Health and Human Services / Diona Project Manager and Solution Architect

**Dates:** Apr 2017 – Jan 2020



NC FAST is a program designed to improve the way the NC Department of Health and Human Services and county departments of social services do business through the use of multiple Cúram Enterprise solutions. To complement the NC FAST roll out of the Cúram Child Welfare module NC FAST has implemented an iOS version of Diona Investigations application.

#### **Key Responsibilities**

- Oversaw the technical and functional design of NC FAST's mobile solution, Diona Investigations, ensuring seamless integration with the Cúram Child Welfare module.
- Implemented and maintained automation scripts for both the mobile's continuous integration and deployment environments.
- Conducted training sessions and gathered feedback from end users, iteratively enhancing mobile functionalities.
- Coordinated monthly release updates, addressing defect fixes, enhancements, application upgrades, and architectural improvements.
- Initiated enhancement and change requests through change management and control processes.
- Managed and advised offshore Cúram development teams on code reviews and implementation.
- Implemented custom authentication process between Diona Visits and Cúram Application servers utilizing JSON Web Token (JWT) technologies.
- Partnered with architects to define deployment strategies meeting performance, security, and resilience needs.

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#### **OTHER EXPERIENCE**

**Project:** District of Columbia Access System (DCAS)

**Organization / Role:** D.C. Department of Human Services / Diona Cúram Senior Technical Developer

**Dates:** Aug 2015 – Mar 2017

DCAS is a state-of-the-art health and human services solution that provides the District's Health Benefit Exchange a new integrated eligibility system for Medicaid, private health insurance and other programs with new case management capabilities that span programs and agencies. Programs currently in production include determination for MAGI Medicaid programs and online intake for new health plan subscribers adding Food and Cash Assistance programs in 2016.

#### **Key Responsibilities**

- Managed deployment strategies for integration, testing, and production environments.
- Administered testing environments, ensuring efficient deployment and release management across integration, testing, and production phases
- Advised team members on best practices and customization approaches when implementing changes to Release 1 and Release 2 environments.

- Led implementation and development efforts for assigned functional designs, which include new Cúram batch processes, 3rd party web service wrappers, and updates to IEG intake flows.
- Delivered ad-hoc reports and manual data fixes, enhancing system usability and resolving escalated tickets.
- Designed and implemented customizations to the case processing and intake flows for Food and Cash Assistance programs as part of the Release 2 efforts.
- Configured and implemented Jenkins continuous integration environment with automated build scripts for streamlined development and deployment workflows.

---

**Project:** Families Accessing Services through Technology (NC FAST) Child Welfare and Benefits Programs

**Organization / Role:** North Carolina Department of Health and Human Services / Diona & IBM / Cúram Intake Developer

**Dates:** Jan 2013 – July 2015

NC FAST is an initiative to enhance the operations of the North Carolina Department of Health and Human Services and county social services departments by leveraging a suite of Cúram Enterprise solutions. It currently supports all Food Assistance and state Medicaid programs, with the development and rollout of Child Welfare programs actively underway.

## Key Responsibilities

- Collaborated with SMEs to design policy-compliant solutions and address business requirements.
- Maintained and enhanced Cúram web service hooks for integration with third-party systems.
- Developed Cúram batch programs for large-scale data corrections and updates.
- Designed solutions for high-priority issues reported by the help desk in coordination with Cúram Architects and SMEs.
- Proposed and implemented fixes for defects and change requests in alignment with business goals.
- Supported testing by creating use case scenarios and validating defect resolutions.
- Delivered ad-hoc SQL reports and manual data fixes for production systems.
- Merged Cúram upgrades into the custom codebase, ensuring system stability through regression testing.
- Created new J-Unit test cases for custom Cúram functionality.

## Megan Williams

### Business Analyst

#### KEY QUALIFICATIONS

- 6 years of IT experience specializing in solution analysis, requirements gathering, and functional design.
- Skilled in AGILE and Iterative methodologies, ensuring efficient project delivery and adaptability.
- Experienced and knowledgeable in Diona mobile solution implementation, configuration, and deployment.
- Proficient in development tools such as JIRA and DevOps, supporting collaborative workflows and tracking.
- Experienced with wireframing and prototyping tools like BALSAMIQ, facilitating user-centric designs.
- Expertise in the LAMP stack, creating MVC Web Applications and RESTful Web Services.
- Hands-on experience with programming languages and technologies, including PHP, SQL, C++ CGI, JSON, HTML, CSS, JavaScript, jQuery, Linux bash shell, and PERL.
- Proficient in database modeling using MySQL Workbench and maintaining Apache web servers with GIT source code control.
- Skilled in utilizing Bootstrap and the PUG templating engine to create dynamic HTML pages and generate PDFs.
- Holds a Bachelor's Degree in Computer Science from Hunter College, NY (2019) and a Business Analysis Foundations Certification (2023).

#### MOBILE PROJECTS

**Project:** Michigan Child Support Mobile App (MiChildSupport)

**Organization / Role:** State of Michigan / Diona Business Analyst

**Dates:** May 2024– Present

The State of Michigan (SOM) aims to improve residents' quality of life by offering social services and support programs. The Diona Child Support solution provided a mobile application for Android and iOS, enabling constituents to access case information, receive updates, and submit required documents.

#### Key Responsibilities

- Assisted the Project Manager in design sessions for implementing the Diona Child Support solution, collaborating with project team to optimize functionalities and enhance the end-user experience.
- Utilized Azure DevOps software for documenting and managing requirements.
- Performed testing for all solutions.

---

**Project:** Mobile Applications Project (WCB, MB)

**Organization / Role:** Manitoba Workers Compensation Board of Manitoba / Diona Business Analyst

**Dates:** October 2023– Present

The WCB Mobile Applications Development (MAD) project extends key insurance, prevention, compensation, and return-to-work services to a mobile platform, benefiting workers and employers. The Diona Self Service solution supports client interactions via a mobile app, ensuring seamless and efficient service delivery.

### Key Responsibilities

- Supported the project team in design sessions for implementing the Diona Self Service solution for Winnipeg's worker population.
- Configured forms and developed PUG templates in both English and French.
- Conducted testing to ensure the quality and functionality of all implemented solutions.

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**Project:** DI Mobile Intake Project

**Organization / Role:** Workplace Safety Insurance Board - WSIB, Ontario / Diona Business Analyst

**Dates:** September 2022– Present

The WSIB Dynamic Intake Mobile project introduced a mobile app to streamline the injury and illness reporting process for Persons with Injury (PWI) and simplify claim registration. The Diona Self Service solution enhanced client interactions from a convenient native mobile platform.

### Key Responsibilities

- Supported the lead Business Analyst in design sessions to implement the Diona Self Service solution for Toronto's worker population.
- Collaborated with Business Analysts and Subject Matter Experts to enhance functionalities and improve the end-user experience, updating story maps and workflows.
- Managed requirements, testing, and defect tracking using ADO and ALM, including addressing accessibility defects and coordinating with Product Development.

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**Project:** Child Welfare - Digital Signs of Safety (Ktunaxa Nation, BC)

**Organization / Role:** Ktunaxa Child and Family Services Society (KKCFS) / Diona Business Analyst

**Dates:** July 2021– Present

Diona Visits is an enterprise software solution that gives an agency caseworker in the field the ability to review, update and act on essential information about their clients and their cases in real time. Diona Visits is made available on Android, iOS, and Windows platforms.

## Key Responsibilities

- Supported the lead Business Analyst in design sessions for implementing the Diona Visits solution for the entire KKCFS caseworker population, contributing to the Functional Specification Documentation.
- Configured PUG templates for all identified forms in the project and collaborated with Business Analysts and Subject Matter Experts to enhance functionalities and user experience.
- Provided ongoing support to staff and the training team, addressing user inquiries and ensuring a smooth Go-Live transition in September 2023.

---

**Project:** Mobile App implementation for Child Welfare, Foster Care Placements and Document Uploads (CCDFS, Las Vegas, NV)

**Organization / Role:** Clark County, Nevada, Department of Family Services / Diona Business Analyst

**Dates:** October 2020– Present

This project was implemented in phases across four Diona solutions: Diona Visits, Diona Investigations, Diona Placement Finder, and Diona Uploads. Together, the mobile solutions provide Child Welfare workers with real-time access to cases, facilitating assessments, form completion, and access to essential case and person data.

## Key Responsibilities

- Assisted in business requirements gathering for configuring the Diona Placement Finder and Diona Uploads solutions, tailored to meet Clark County's needs, and contributed to the Functional Specification Documentation for all four implemented Diona solutions.
- Utilized Atlassian JIRA to document and manage requirements through implementation and authored the Testing Report Deliverable for the Uploads solution.
- Conducted testing for all solutions, supported UAT testing, and collaborated with Business Analysts and Subject Matter Experts to enhance functionalities and user experience.

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**Project:** Child Welfare Mobile App, Diona Visits mobile implementation

**Organization / Role:** British Columbia, Ministry of Children and Family Development (MCFD) / Diona Business Analyst

**Dates:** August 2021– Dec 2021

The Diona Visits solution provides frontline caseworkers with the ability to access their case data, and the ability to complete Safety Assessment and Strengths and Needs Assessments during family visits. Integration is real-time with the state system of records ICM.

## Key Responsibilities

- Contributor to the Functional Specification Documentation deliverable.



- Developed detailed system test specifications and scripts and authored the Testing Report Deliverable.
  - Configured Safety Assessment and Strengths and Needs Assessment in the solution, including the dynamic PDF using PUG tool.
- 

**Project:** Mobile App Document Diona Uploads Project

**Organization / Role:** NYC Department of Youth & Community Development / Diona Business Analyst

**Dates:** June 2020– October 2020

The DYCD Diona Uploads solution provided a quick and easy-to-use experience for providers of DYCD funded programs to upload supporting documentation for their applicants using their mobile devices.

#### **Key Responsibilities**

- Contributed to the Functional Specification Documentation deliverable.
  - Led the testing cycle for the DYCD Uploads project.
  - Authored the Testing Report Deliverable.
- 

#### **OTHER EXPERIENCE**

**Project:** Old Age Security (OAS) Program Modernization (Canada)

**Organization / Role:** Employment and Social Development Canada (ESDC) / Diona Cúram Business Consultant

**Dates:** July 2022 – February 2023

Old Age Security (OAS) national pension program is a monthly benefit entitlement provided to most Canadians aged 65 or older who meet the legal status and residence requirements. Engaged as a Curam Business Consultant for the data migration (DM) activities from the legacy system into Cúram application.

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**Project:** MetaQueue

**Organization / Role:** MetaQueue, LLC / Associate Engineer

**Dates:** 2014 – 2020

MetaQueue is a Cloud based Application engine for building highly scalable applications on a fully hosted/ managed web-services platform



## **Kymberlee Williams**

### **Implementation and Organizational Change Management Consultant**

#### **KEY QUALIFICATIONS**

- 8 years of experience designing and implementing Diona solutions.
- Over 20 years of professional IT experience
- Provided strategic advice to clients on leveraging Diona solutions to optimize business processes and improve customer engagement.
- Proficient in Diona Solutions implementation, configuration, and deployment.
- Directed large-scale implementations of Diona solutions, Cúram and enterprise solutions, ensuring timely and on-budget delivery while meeting unique client and jurisdictional requirements.
- Deep understanding of the Cúram Enterprise Framework (CEF) especially in the areas of eligibility, rules, evidence, verification, financials, security, workflow, configuration, and correspondence. Includes hands-on experience with modules such as Universal Access, Income Support, Financials, Health Care Reform, Outcome Management, Decision Assist, and Provider Management.
- Designed a broad range of strategies for migrations, new program rollouts, and digital platform injections.
- IBM Cúram SPM Certified Professional (CCP) v7.X

#### **MOBILE PROJECTS**

**Project:** District of Columbia Access System (DCAS)

**Organization / Role:** Washington D.C., Department of Human Services / Diona Business Architect, Washington DC

**Dates:** July 2018 – Present

Kymberlee has been engaged with DCAS for 7 years and currently serves as the Business Program Management Advisor to the Director of DCAS. She advises in the areas of Functional Design, Organizational Change Management, and Project Management Office; establishing procedures aligned with DCAS objectives. Her role focuses on advising staff on strategic goals to improve the usability and access of the case management system.

Kymberlee was identified for this role based on her previous experience and historical knowledge of the agency's programs and technologies from leading implementation of HCR (Health Care Reform) and Traditional Medicaid programs. Design of intake, eligibility, case management, and verifications modules. Provided consulting knowledge on key strategic solutions to address complex policy, business requirements, and integration with existing architecture.

#### **Key Responsibilities:**

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- Advised the Director of DCAS on Functional Design, Organizational Change Management, and Project Management Office (PMO) operations, ensuring alignment with agency objectives.
- Established and implemented standard operating procedures to improve efficiency and system usability.
- Guided staff on strategic improvements to enhance the usability and access of the case management system with Diona Solutions.
- Led the design and implementation of modules for intake, eligibility, case management, and verifications for Health Care Reform (HCR) and Traditional Medicaid programs.
- Provided consulting expertise to address complex policy and business requirements, delivering strategic solutions for system integration with mobility platform.
- Collaborated on integration strategies to ensure seamless functionality within the agency's existing technical architecture.

---

**Project:** Caseworker and Investigator mobile app implementation

**Organization / Role:** Arizona Department of Child Safety / Lead Business Architect

**Dates:** December 2016 - December 2017

The Arizona Department of Child Safety project was undergoing an extensive renovation of its application toolset. Integrated the Diona Visits and Diona Investigations mobile solutions with their current Child Welfare system of record. Responsible for analyzing RFP requirements and transforming those into system requirements to configure the Diona Solutions into Arizona-specific offerings.

**Key Responsibilities:**

- Integrated the Diona Visits and Investigations mobile solutions with the Arizona Department of Child Safety's existing Child Welfare system of record.
- Analyzed RFP requirements to ensure alignment with the agency's objectives and project goals.
- Implemented Diona Solution products to address Arizona-specific needs and ensure compliance with state requirements.
- Collaborated with stakeholders to define and prioritize features for seamless integration with the agency's toolset.

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**Project:** District of Columbia Access System (DCAS)

**Organization / Role:** D.C. Department of Human Services / Business Architect

**Dates:** August 2015 - May 2016

Collaborated with the system integrator (Infosys) to conduct reviews of EDBC (Eligibility Determination Benefit Calculation) rules and evidence in accordance with DC policy of SNAP and TANF programs.

**Key Responsibilities:**



- Fit/Gap analysis for 11 product offerings compared to the OOTB (out of the box) products
- Resolving clarifications on requirements for development team.
- Serving as the primary contact for the functional team and IPS manager for designs and providing guidance for extensions that are required to meet state law.

## OTHER EXPERIENCE

**Project:** Cúram Case Management System Modernization

**Organization / Role:** Qatar - Ministry of Labour and Social Affairs (MOLSA) / Diona Business Architect

**Dates:** October 2014 - June 2015

Managing Consultant for an international project that was the first Cúram implementation in Arabic and first to be delivered within a timeline of eight months (typical implementations 12-18 months). The Qatar project delivered a new web-based case management system for the Ministry of Labour and Social Affairs (MOLSA).

### Key Responsibilities:

- Completed the Business Requirements Document, including functional design for MOLSA/GBM approval.
- Served as the primary contact for the technical team and MOLSA manager for designs and providing guidance for extensions that are required to meet state law.
- Designed end-user training material, exercises and quick guide handouts.
- Managed schedule of resources from Diona to complete development and testing in 5 months.

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**Project:** Medicaid Eligibility and Case Management Modernization

**Organization / Role:** South Carolina, Department of Health and Human Services / Project Lead

**Dates:** February 2013 – October 2014

Kymberlee was the business lead for the implementation of the Cúram eligibility and case management solution aimed at supporting South Carolina's Medicaid population. The state's caseload exceeds one million recipients.

### Key Responsibilities:

- Conducted fit/gap workshops to map business requirements to Cúram capabilities and identify areas for customization.
  - Led the functional design effort in areas of intake, evidence, benefit issuance, and case processing.
  - Acted as the primary liaison for the technical team, providing guidance on required extensions to align with state-specific policies and procedures.
-

**Project:** Cúram Software Medicaid / Cash Assistance System Implementation

**Organization / Role:** North Carolina, Department of Health and Human Services / Lead Business Analyst

**Dates:** April 2011 – February 2013

Kymberlee was the business lead for the NC FAST (North Carolina Families Accessing Services through Technology) project's Medicaid & Cash benefits solution. North Carolina has over two million Medicaid recipients.

**Key Responsibilities:**

- Reviewed policy documents, analyzed existing system documentation, and met with subject matter experts to gain a better understanding of the existing benefit programs.
- Created functional designs for Medicaid/Cash Assistance for extensions involving evidence, benefit issuance, case processing, and intake.
- Served on the CCB (Change Control Board) and provided suitable workarounds for functionality that was postponed until the Operations & Maintenance phase.

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**Project:** Cúram Software & Analyst International Program Systems Modernization

**Organization / Role:** Clark County, Nevada Department of Social Services / Design Lead

**Dates:** November 2008 – March 2011

Kymberlee led requirements gathering sessions with the business and interacted with key individuals from the technical team to create system designs that met requirements for the Case Management, Product Delivery, and financial areas of the project.

**Key Responsibilities:**

- Planned, facilitated, and provided follow-up for Fit/Gap work sessions, ensuring alignment with project goals.
- Led system design efforts, including preparation, facilitation, and the development of detailed design documentation.
- Created comprehensive design documentation and supporting materials for specifications outside ReqPro.

## Ken Knapik

### Technical Architect

#### KEY QUALIFICATIONS

- Over 28 years of IT experience as a technical manager and application architect, delivering complex solutions under tight deadlines with high client satisfaction.
- 18+ years of expertise with the IBM Cúram Social Program Management application, including in-depth technical and functional knowledge.
- Skilled in project management, systems analysis, technical writing, design/business analysis, testing, and delivering enterprise-scale systems.
- Extensive experience managing large, diverse development teams, including staff planning and overseeing project-wide work.
- Strong technical proficiency in designing, building, and implementing platforms using technologies like Cúram Suite, Diona Solutions, Java (to 21), Node.js, MongoDB, Oracle, and SQL Server.
- Advanced educational background with an MBA from Rensselaer Polytechnic Institute, focusing on Management Information Systems and Product Development, and a BA in Economics from Clark University.

#### MOBILE PROJECTS

**Project:** Diona Visits, Diona Investigations, Diona Placement Finder and Diona Resource Manager Implementation Projects

**Organization / Role:** Clark County, Nevada, Department of Family Services (CCDFS) / Diona Technical Architect

**Dates:** June 2022 – Current

Diona partnered with Clark County DFS to implement Diona Visits, Diona Investigations, Diona Placement Finder, and Diona Resource Manager solutions for child protective services workers. These tools enable workers to access and update case details both online and offline, integrating data with the Nevada legacy UNITY Child Welfare system of record.

#### Key Responsibilities:

- Managed the technical team for the implementation of Diona solutions, including setup of dependencies like Node.js and MongoDB on CCDFS's Windows server infrastructure.
- Developed and implemented REST web services interfaces to enable real-time integration with Nevada's UNITY Child Welfare system and Clark County's OpenText document management system.

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**Project:** Diona Visits mobile app for CPS caseworkers



**Organization / Role:** British Columbia Ministry of Child and Family Development (MCFD) / Diona Solutions Architect

**Dates:** June 2021 – January 2022

Diona contracted with British Columbia MCFD to implement the Diona Visits solution for child protective workers. Diona Visits enables workers to access their case details while out of the office, whether online or offline, submit assessments, forms and case notes, and generally use their time more efficiently.

**Key Responsibilities:**

- Managed account executive responsibilities, ensuring project alignment with client goals and maintaining effective communication with stakeholders.
- Led the technical team in the installation, configuration, and deployment of the Diona Visits solution on MCFD's OpenShift-based infrastructure, including setting up all dependencies.
- Configured Diona solutions and developed REST web services interfaces for real-time integration with MCFD's Siebel-based Integrated Case Management (ICM) System.

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**Project:** Diona Visits mobile app implementation for Child Protective Services

**Organization / Role:** Ktunaxa Kinbasket Child and Family Services Society (KKCFS) / Diona Technical Architect

**Dates:** March 2021 – Current

Diona contracted with KKCFS to implement the Diona Visits solution for child protective services workers. Using Diona Visits, workers can access their case details while out of the office, whether online or offline, submit "Signs of Safety" assessments, forms, and case notes, and generally use their time more efficiently.

**Key Responsibilities:**

- Managed the installation, configuration, and deployment of the Diona Visits Solution hosted on Azure, including setting up dependencies like Node.js and MongoDB.
- Designed and developed a Node Express web application to enhance mobile functionality for internal supervisory workers and clerical staff.

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**Project:** Diona Visits solution implementation

**Organization / Role:** Steuben County, New York / Diona Technical Architect

**Dates:** August 2020 – Current

Diona contracted with Steuben County to implement a Diona Visits solution for Child Services (CS). CS workers will be able to access their case details, submit assessments, forms and case notes, more efficiently.

**Key Responsibilities:**



- Managed the technical team and key stakeholders for implementation of the Diona Visits Solution.
  - Designed and developed Node Express web application used to augment mobile functionality.
  - implemented REST web services for real-time integration with the Document Management System.
- 

**Project:** DC Access Stakeholder Facing Mobile App

**Organization / Role:** District of Columbia, Department of Human Services / Cúram Technical Architect / Diona Technical Architect

**Dates:** April 2020 – August 2020

The District of Columbia provides a stakeholder facing mobile self-service application that allows citizens to interact with the District to submit applications, recertify for benefits and notify the District of changes in their circumstances using Diona Self Service. The Diona mobile functionality is integrated with the District's existing system of record, the IBM Cúram SPM application.

**Key Responsibilities:**

- Technical team management, providing leadership of resources working on both Diona and IBM Cúram SPM technologies.
- 

**Project:** Diona Investigations and Diona Visits CPS caseworker and investigator project

**Organization / Role:** Erie County, New York / Diona Technical Architect

**Dates:** October 2019 – Current

Diona was contracted by Erie County to implement two Diona Visits solutions for Child Services (CS) and Adult Protective Services (APS) staff. These solutions build on Erie County's existing Diona Investigations solution.

**Key Responsibilities:**

- Designed and developed two Node Express web applications to enhance mobile functionality for internal clerical staff and implemented Spring Batch processes for back-end system and OnBase DMS integration.
  - Oversaw account executive responsibilities, ensuring alignment with client goals and maintaining effective stakeholder communication.
- 

**Project:** NC FAST CPS Mobile App Project

**Organization / Role:** North Carolina, Department of Health and Human Services / Diona Technical Architect

**Dates:** June 2019 – October 2019



As part of the NC FAST initiative, the IBM Cúram Child Services application standardizes child welfare data collection and reporting across North Carolina counties. Diona integrated the Diona Investigations app with the IBM Cúram case management Child Welfare system. Ken contributed by designing and developing critical change requests requested by the State.

**Key Responsibilities:**

- Designed and developed Diona Assessments, including Safety Plans, which integrated seamlessly with the IBM Cúram SPM application, including integration with Intelligent Evidence Gathering.
  - Designed and developed functionality that allowed mobile users to submit changes to client medical information to the IBM Cúram SPM platform.
- 

**Project:** Diona Investigations CPS Mobile App Project

**Organization / Role:** Erie County, New York, Department of Social Services / Diona Technical Architect

**Dates:** August 2017 – Current

The Erie County Department of Social Services (DSS) supports community needs through programs like Child Protection, Foster Care, and Adoption. With Diona Investigations and Diona Visits, caseworkers can efficiently access, process and receive assignments in real time.

**Key Responsibilities:**

- Installation and configuration of the Diona Investigations Solution on DSS infrastructure.
- Defined and implemented the architecture, ensuring the project was delivered on time and on budget.
- Batch Infrastructure for back-end system (ODS) integration and execution of security/vulnerability testing.

## OTHER EXPERIENCE

**Project:** DOH Homes Project (New York, USA)

**Organization / Role:** New York State / Diona Lead Technical Architect

**Dates:** August 2018 – June 2019 full-time, till October 2019 part-time

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**Project:** DOH Homes Project (New York, USA)

**Organization / Role:** IBM Cúram / Lead Technical Architect

**Dates:** July 2014 – August 2017

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**Project:** DHHS Member Management Implementation (Medicaid)



**Organization / Role:** South Carolina, Department of Health and Human Services / IBM Cúram / Lead Technical Architect.

**Dates:** July 2013 – July 2014

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**Project:** DCAS System Modernization

**Organization / Role:** (District of Columbia, Department of Human Services / IBM Cúram Technical Architect

**Dates:** April 2013 – July 2013

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**Project:** Cúram Product Consulting

**Organization / Role:** IBM Cúram / Principal Solutions Architect

**Dates:** March 2006 - March 2013

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**Project:** Misc. Client Projects (USA)

**Organization / Role:** Intrasphere Technologies, Inc. (now Deloitte) / Technical Architect/Manager

**Dates:** June 2000 – February 2006

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**Project:** Misc. Client Projects (USA)

**Organization / Role:** ACCENTURE / Software Consultant

**Dates:** August 1997 – June 2000

## **Gagan Deep**

### **Technical Consultant**

#### **KEY QUALIFICATIONS**

- Extensive experience with Diona solution projects, including:
- Diona Self Service solution for the District of Columbia.
- Diona Visits for Steuben County Department of Social Services, Erie County Adult Protection Services, and Ktunaxa KKCFS.
- Diona Visits solution module for Erie County Adult Protection Services and ongoing mobility projects for Steuben County and Clark County Department of Family Services.
- Skilled in development, unit testing, and defect resolution across Diona solutions.
- Technical expertise and proficiency in HTML, CSS, Java, ReactJS, ExpressJS, Python, SQL and JavaScript.
- Master's degree in computer science majoring in Databases, Big Data Management and Intelligent Systems from University of Texas at Arlington, Texas, USA.
- Bachelor's degree in engineering majoring in Information Science from Visveswaraya Technological University, Karnataka, India.

#### **MOBILE PROJECTS**

**Project:** Mobile app implementation for Child Welfare, Foster Care Placements & Document Uploads (CCDFS, Las Vegas, NV)

**Organization/Role:** Clark County, Nevada Department of Family Services / Diona Technical Consultant

**Dates:** February 2023 - Present

The integration between the Diona Visits mobile app and the UNITY legacy Child Welfare SACWIS system helps the Clark County Department of Social Services manage cases more efficiently. Social workers can securely access case notes, forms, and assessments from UNITY through the Visits App, providing anytime, anywhere access to client information. During visits, they can capture data in real-time, including notes, forms, and multimedia, ensuring timely and accurate documentation. The data is then synced back to UNITY, keeping records up to date. This integration streamlines case management, reduces manual work, enhances data accuracy, and supports informed decision-making.

#### **Key Responsibilities:**

- Working within the project team to ensure that the project's technical standards were properly applied.
- Designing and preparing dynamic forms using XLSForms concepts for efficient data collection and validation.



- Developing JavaScript solutions to implement pre-population tasks, enhancing data accuracy and user experience in the Clark County Department of Social Services' Diona Visits Project.
  - Creating integration scripts for UNITY, enabling seamless data flow between Diona Visits and Clark's system via web service calls.
  - Facilitating data pre-population and automated information exchange, improving operational efficiency, and reducing manual errors.
  - Supporting daily project tasks, ensuring smooth workflow and timely resolution of issues across various development and operational needs.
- 

**Projects:** Caseworker mobile app using Diona Visits

**Organization/Role:** Steuben County and Erie County, New York, Department of Social Services / Diona Technical Consultant

**Dates:** February 2023 – August 2023

The Steuben County solution includes the Diona Visits mobile app, which was designed to support investigative case workers. It enhanced field operations and enabled caseworkers to securely access, update, and manage client information in real time, improving case management efficiency and decision-making.

**Key Responsibilities:**

- Ensured adherence to technical standards within the project, maintaining consistency and quality across the implementation.
  - Designed and developed dynamic forms using XLSForms to streamline data collection and validation processes.
  - Created JavaScript-based solutions to automate pre-population tasks, improving data accuracy and enhancing user experience.
  - Supported daily project activities, resolving development and operational issues to maintain smooth workflows.
  - Contributed to the implementation of the Diona Visits App, enabling secure, real-time access to client information for caseworkers, improving field operations and case management.
- 

**Projects:** Child Protective Service (CPS) Mobile App

**Organization/Role:** Erie County, New York, Adult Protection Services / Diona Technical Consultant

**Dates:** May 2023 – December 2023

The Child Protective Service (CPS) mobile solution includes the Diona Visits mobile app, which is designed to support CPS investigators. It enhances field operations and enables caseworkers to securely access, update, and manage client information in real time, improving case management efficiency and decision-making.

**Key Responsibilities:**

- Worked within the project team to ensure that the project technical standards were properly applied.
  - Designed and prepared dynamic forms using XLSForms concepts for efficient data collection and validation.
  - Developed JavaScript solutions to implement pre-population tasks, enhancing data accuracy and user.
  - Supported daily project tasks, ensuring smooth workflow and timely resolution of issues across various development and operational needs.
- 

**Projects:** Adult Protection Services Mobile App / Child Protective Services Mobile Solution

**Organization/Role:** Erie County, New York, Department of Social Services, APS - Steuben County, New York, Department of Social Services - Ktunaxa KKCFS Child Protective Services / Diona Technical Consultant

**Dates:** August May 2022 – August 2022

The Child Protective Service (CPS) Mobile Solution and Steuben County Visits App Solution includes the Diona Visits mobile app, which is designed to support CPS investigators. It enhances field operations and enables caseworkers to securely access, update, and manage client information in real time, improving case management efficiency and decision-making.

**Key Responsibilities:**

- Developed, tested, and refactored codebases to enhance functionality and maintainability for Diona solutions.
  - Ensured adherence to technical standards across project implementations, maintaining consistency and quality.
  - Contributed to the implementation of the Diona Visits App and Self-Service mobile app, enhancing field operations and real-time client information management.
  - Collaborated with the project team to deliver a reliable and efficient mobility solution tailored to the needs of Child Protective Services and Steuben County Visits App.
  - Improved caseworker efficiency and decision-making by implementing features that enable secure, real-time access and updates to client information.
- 

**Project:** District of Columbia Access System (DCAS)

**Organization/Role:** D.C. Department of Human Services / Diona Technical Consultant

**Dates:** August 2020 – August 2021

The District of Columbia Access System (DCAS) is an advanced health and human services platform designed to provide an integrated eligibility system for programs such as Medicaid, SNAP, TANF, and further refinements under Release-3 (R3). It included features mandated by the Affordable Care Act (ACA), including Advanced Premium Tax Credit (APTC) and MAGI Medicaid eligibility, while supporting the District's insurance marketplace for the DC Health Benefit Exchange Authority (HBX). A Diona mobile app and responsive website were



incrementally integrated with the DCAS Cúram system, enabling clients to engage with DHS electronically.

**Key Responsibilities:**

- Coded, tested, and maintained customizations of the IBM Cúram SPM software platform.
- Contributed to the development and integration of the Diona Self Service mobile app, enhancing stakeholder engagement with DHS electronically.
- Played a key role in incrementally integrating the mobile app and responsive website with the DCAS Cúram system, streamlining client access to eligibility services.

## **Saurav Santhosh Nair**

### **Tester**

#### **KEY QUALIFICATIONS**

- Approximately 2.5 years of professional IT experience in design and development with the Cúram Software application.
- Proficient in Diona Solutions implementation, configuration, and deployment.
- Developed large-scale implementations of Diona Solutions, Cúram, and enterprise solutions, ensuring timely delivery while meeting client and business requirements.
- Worked with internal teams, including developers, business analysts, UX designers, and testers to deliver high-quality solutions tailored to client needs, providing guidance and technical support.
- Bachelor of Science in Computer Science and Engineering, North Carolina State University.
- Expertise using: Oracle, SQL Developer, MongoDB, Git, MS-Excel, Azure DevOps, Eclipse, Tomcat, Rational Software Architect, JUnit, ANT, OpCon Scheduler, C, C++, Python, Assembly Language, HTML, Git, Rest Integration, Agile, React, Salesforce, Adobe Analytics, and Adobe Photoshop, AWS Services: DynamoDB, Lambda, API Gateway, QuickSight, SQS.
- IBM Cúram Certified Developer- SPM V7.X

#### **MOBILE PROJECTS**

**Project:** MiChild Support Mobile App

**Organization / Role:** Michigan Department of Health and Human Services / Diona Technical Consultant

**Dates:** May 2024 – Present

The MiChild Support Mobile App aimed to develop a native mobile app to complement the MiChildSupport portal. The Diona Child Support solution offers a user-friendly interface, an intuitive application process for child support services, an efficient mobile method for uploading documents, secure push notifications and reminders, payment tracking capabilities, and seamless access to notices, court orders, and other essential documents.

#### **Key Responsibilities:**

- Contributing to the design, configuration and implementation of the Diona Child Support solution for the Michigan Child Support project, focusing on data mapping, developing data adapters, and configuring the application to align with client requirements.
- Applied JavaScript, MongoDB, and domain-specific expertise to design and implement features for displaying data from API calls, ensuring they met client requirements and adhered to design specifications.



- Utilizing the Jest testing framework to validate implemented classes, achieving full branch, statement, and line coverage in compliance with the required standards.
  - Working closely with the testing team to identify and address bugs and defects during the post-implementation testing phase, ensuring a high-quality and reliable solution.
  - Facilitated and actively participated in meetings to ensure effective planning and seamless execution of scheduled releases.
  - Participating in weekly client meetings with MiChildSupport to provide project updates and discuss potential risks and issues.
  - Developing guides and documentation to assist other members of the project.
- 

## OTHER EXPERIENCE

**Project:** Old Age Security (OAS) Modernization

**Organization / Role:** Department of Employment and Social Development Canada (ESDC) / Diona Technical Consultant

**Dates:** February 2023 – April 2024

The Benefits Delivery Modernization (BDM) Program, initiated by the federal government department, Employment and Social Development Canada (ESDC), aims to improve service delivery for national programs such as Employment Insurance (EI), Canada Pension Plan (CPP), and Old Age Security (OAS), supporting over 9.5 million Canadians. The OAS program provides senior citizens with benefits, including the OAS Pension, Guaranteed Income Supplement (GIS), Allowance (ALW), and Allowance for the Survivor (ALWS), based on established eligibility criteria.

### Key Responsibilities:

- Participated in data migration for the Old Age Security (OAS) program, transferring data from legacy systems to the Cúram platform.
- Designed a detailed data mapping strategy, aligning legacy data structures with Cúram requirements, defining transformation logic, and establishing validation rules.
- Conducted gap analysis to assess the compatibility of legacy data with the Cúram platform.
- Developed and tested Cúram batch processes essential for the data migration effort.
- Provided SQL queries to support testing, development, and business analysis teams and conducted walkthroughs with ETL and testing teams.
- Collaborated with clients in JAD sessions, presenting Cúram screens populated with mock legacy data to validate requirements and workflows.

## Attachment F: Diona BCDR Plan

# **Diona Business Continuity and Disaster Recovery Plan for West Virginia Child Welfare Mobile Application Communication Software Solution**

## Document Control

<b>Title</b>	Business Continuity and Disaster Recovery Plan
<b>Author</b>	Diona Team

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## 1 Purpose, Scope, and Users

The purpose of this BCDR plan is to define the procedures and processes to ensure the continuity of business operations and the recovery of the West Virginia Child Welfare Mobile Application Communication Software Solution (the Solution) deployed on AWS GovCloud, in the event of a disaster or other disruptive incident.

The Plan focuses on the Diona managed components of the Solution. Disaster Recovery processes and procedures for PATH and other systems that serve Child Welfare are beyond the scope of this document.

This document will be refined and updated as part of the project implementation, to identify key stakeholders by name and to document the steps/scripts required to perform backup and restore operations related to the deployment.

## 2 Assumptions / Limitations

- This BCDR Plan addresses disaster recovery procedures for the Diona managed components of the communications software solution, including the AWS cloud infrastructure used for deploying the solution. It does not address disaster recovery for DHS operated systems (PATH) or infrastructure not managed by Diona.
- DHS will assign a named individual (project manager) who will act as central point of contact for unplanned outage events regardless of whether these are purely Diona related, or form part of a wider outage encompassing DHS and/or other vendor systems.
- DHS currently maintains a disaster recovery plan which covers PATH operations and other core DHS infrastructure services.
- Staff tasked with performing DR activities will have access to the AWS Portal and Diona Solution Deployment Artifacts.
- Staff tasked with performing DR activities will be familiar with the AWS Command Line Interface
- Staff tasked with performing DR activities will have access to all passwords for the Diona Solution AWS environment.

## 3 General Information

- **Solution Name:** West Virginia Child Welfare Mobile Application Communication Software Solution
- **Region:** AWS GovCloud (east)
- **RTO (Recovery Time Objective):** 4 hours

- **RPO (Recovery Point Objective):** No loss of data at rest

## 4 Roles and Contact Information

\*This section will be updated with details of specific individuals and project team members, during the implementation phase

- **Diona Project Manager:** [Name, Contact Information]
- **DHS Project Monitor:** [Names, Contact Information]
- **Diona project team** [Name, Contact Information]

## 5 Authorizations in a Crisis

- The DHS Project Monitor has the authority to declare a disaster and initiate the recovery process.
- The Diona project Team is authorized to execute the recovery steps as outlined in this plan.

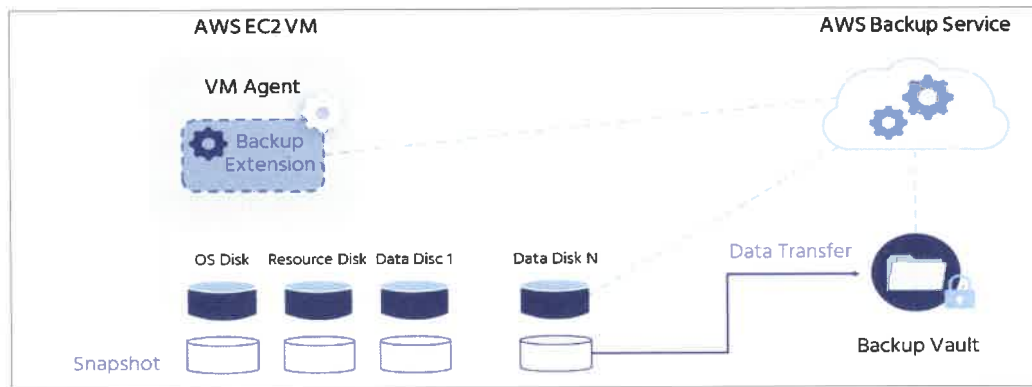
## 6 Recovery Steps for the solution in case of an unplanned outage

### 6.1 Initial Response

- Diona project team will assess the situation and determine the extent of the disruption.
- Diona project team will notify the DHS Project Monitor and the Diona Project Manager.

### 6.2 Data Backup and Restoration

The Diona Datastore MongoDB is used to store all the configuration data as well as transactional data, such as in progress Discussions and Notes, which is not passed through to PATH. The solution deployment uses MongoDB replica sets as well as backups that contain four hourly snapshots of data as well as daily snapshots of the AWS EC2 virtual machine images.



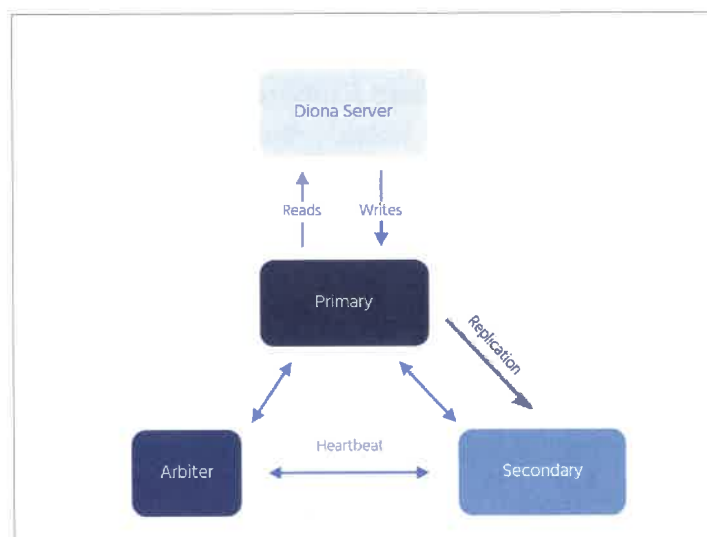
*Figure 1 : AWS Backup for VMs and data*

MongoDB is a no-SQL used by the Diona Solution to store:

- Configuration details for the Diona solution.
- Business data for which there is no suitable PATH support.
- Technical data, such as logging and auditing information.

### **MongoDB Configuration**

MongoDB is configured as a replica-set with one primary node, one secondary node and one arbiter node. The primary and secondary nodes store data whereas the arbiter node is used in elections as shown below.



*Figure 2 : MongoDB Replica-Set Configuration*



The primary node receives all read and write operations. The secondary node will replicate the primary node's operation log and apply the operations to its data set (the operations log is a rolling record of all operations that modify the data stored).

If the primary node becomes unavailable an election will be held to determine which node becomes the new primary. Elections allow the MongoDB replica-set to return to normal operation without manual intervention. The arbiter does not hold data and cannot become primary, but it does play a part in elections which is especially important when the failed primary comes back online. In this instance, the previous primary will re-join the replica-set as the secondary. Without the arbiter node the election would be tied, which could cause a small outage while the two node instances determine which should be primary.

Both primary and secondary MongoDB virtual machine instances will be the same size so there will be no performance degradation if there is an outage. The arbiter node is small, as the arbiter process is lightweight.

### 6.3 Application Recovery

- Deploy the application to the recovery environment in the AWS region.
- Validate the application functionality and data integrity.

The DHS Solution will be deployed in AWS following best practices prescribed by AWS. This means the VMs at each tier (web and database) are configured such that they are in separate fault and update domains. This configuration sees that during either a planned or unplanned maintenance event, at least one virtual machine is available and meets the 99.95% AWS SLA.

AWS backup service will be used to schedule incremental backups of the Diona Server and Diona Data Store virtual machines at regular intervals. The set of virtual machines will be backed up as restorable images held in a backup vault.

Using AWS's robust recovery and restore capabilities, in the event of a data center disaster the solution can be easily restored to a different AWS Government Cloud data center using the restorable images. The recovery process will be scripted and tested as part of the initial cloud environment setup activities.

There is no additional cost implication for this capability as the cost of the backup storage is included in the monthly subscription price.

### 6.4 Recovering from PATH/Connectivity Outage

Due to the nature of connectivity between Azure and DHS, any issues with network connectivity will be resolved as part of a collaborative effort between Diona and DHS. It is very difficult to predict potential events and therefore prescribe potential solutions because the likelihood of any outage which would require action from Diona or DHS is incredibly low.

## 6.5 Recovering from Major Infrastructure Outage

In the highly unlikely event of AWS GovCloud US east becoming unavailable there are two broad options available;

1. Wait for the data centre to come back online
2. Rebuild the DHS Mobile Solution in a different region (US west)

For the Diona and DHS teams will have to liaise with AWS to understand the breadth and depth of the outage and potential recovery time. If the AWS recovery time for the outage in US east is beyond acceptable limits (RTO of 4 hours), Diona will activate the redundant servers (staging servers) which are deployed in AWS GovCloud west region.

During the implementation phase, Diona will work with DHS to determine whether an active-active or an active-passive configuration is needed for redundancy and configure the deployment accordingly.

## 6.6 Testing and Validation

Diona will test the deployment periodically to ensure that the backup and recovery of data, as well as the activation of redundant servers is working as expected. This validation will be performed in collaboration with the DHS team.

## 7 Validity and Document Management

- This BCDR plan is reviewed and updated annually or as needed.
- Document changes are approved by the DHS Project Monitor.

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## Attachment G: Diona Draft Master License Agreement and Subscription Schedule

## MASTER SOFTWARE LICENSE, MAINTENANCE & PROFESSIONAL SERVICES AGREEMENT

This Master Software License, Maintenance and Professional Services Agreement (the "Agreement") is effective \_\_\_\_\_, between Diona (US) Inc., located at 925 S. Capital of Texas Highway, Suite B-110, Austin, TX 78746 ("Diona"), and the \_\_\_\_\_, located at \_\_\_\_\_ ("Customer").

This Agreement describes the terms and conditions that will apply to licenses for Diona's products that Customer purchases from time to time, and maintenance services and professional services and training from Diona relating to those licensed products. This Agreement consists of specific terms and conditions relating to Licenses, Maintenance and Professional Services and Training, general terms and conditions relating to the relationship between the parties, and the terms and conditions in any Schedule.

Diona's products include its suite of Diona Solutions that provide purpose-specific Health and Human Services functionality that enables customers to efficiently deploy solutions to mobile devices such as smartphones and tablets. These products are designed so that Customer may bundle, configure, and deploy solutions for processing and automation of Customer's social program delivery as described in a License Schedule to this Agreement. Customer may integrate these solutions to its other systems through Connector facilities. Customer may also, if required, obtain maintenance services under a License or Maintenance Schedule to this Agreement and professional services and training under a Work Order to this Agreement.

For the purposes of the Agreement and any Schedule, the following definitions will apply, unless otherwise expressly stated:

**"Affiliates"** are (i) those entities specifically identified as Affiliates in an applicable Schedule, or (ii) that control, are controlled by, or are under common control with the Customer. Affiliates may be entitled, subject to the terms of this Agreement and the applicable Schedule, to license Software, use Software licensed by Customer, or purchase maintenance or professional services. For the purpose of any Schedule to which an Affiliate is a party, the Affiliate will be considered the Customer for purposes of the Agreement and such Schedule.

**"Connector"** means an integration facility that permits the Software to call third party applications for data or processing.

**"Documentation"** consists of user manuals for the Software, which are provided to Customer in electronic form at the time of delivery of the Software.

**"License Schedule", "Subscription Schedule", "Maintenance Schedule" or "Work Order"** means a signed agreement to license products, purchase maintenance or purchase professional services from Diona. License Schedules, Maintenance Schedules and Work Orders are referred to collectively as **"Schedules"**. Each Schedule, once signed, will be non-cancelable and non-refundable, except to the extent expressly provided in this Agreement or such Schedule or under applicable law.

**"Pre-Existing Materials"** means processes, methods, software (including but not limited to the Software), related documentation, designs and know-how, which Diona conceived independently of the services for Customer and without the use of any Customer Confidential Information.

**"Scope of Use"** means the right of Customer to use the Software specified in an applicable License Schedule. Any extension of the licensed Scope of Use shall be subject to payment of additional License fee(s).

**"Software"** will mean the licensed software listed in the applicable License Schedule, including any service packs, upgrades or other releases provided to Customer pursuant to a paid maintenance agreement. The Software includes the Diona Solutions and associated Diona modules and source code generated by the Software, if any.

**"Technology Platform"** will mean hardware, operating system, database, web browser, application server or other software with which the Software is intended for use.

**"User"** is a person who uses the Software in a particular way as further defined in the applicable License Schedule.

### Licenses

#### 1. License Grant.

- (a) Diona grants to Customer a license to use the Software in object form, as specified in each applicable License Schedule. This license is non-exclusive and non-transferable, except to End Customer or as provided in Paragraphs 15(b), and Diona retains all rights not expressly granted to Customer in this Agreement.
- (b) Customer may use the Software (a) solely in connection with the Licensed Purpose and only for the Scope of Use as agreed in each applicable License Schedule and in accordance with the Documentation and (b) use the Documentation solely in connection with Customer's authorized use of the Software. Customer may permit its authorized third-party contractors, agents and service providers who are under an obligation of confidentiality at least as restrictive as the obligations under this Agreement to use the Software exclusively for the benefit of Customer and subject in all respects to the terms of this Agreement. Customer agrees to be responsible for such third-party contractors, agents and services providers and shall ensure their compliance with the terms of this Agreement.
- (c) Unless specifically authorized by law, Customer may not reverse engineer, decompile, disassemble or otherwise attempt to determine source code or protocols from the Software. Customer agrees not to lease or sublicense the Software to any third party or otherwise use it except as permitted under this Agreement or the applicable Schedule. All copies of the Software will contain Diona's copyright notice.
- (d) In each License Schedule, Customer will commit to purchase the Software licenses listed for development, testing and production use. Customer will not use shared User IDs, or aggregating technologies such as concentrators, multiplexers,

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gateways or edge servers, to avoid or reduce the counting of individuals that use the Software.

(e) Diona retains all right, title and interest to the Software and any derivatives, modifications and enhancements.

### 2. Escrow of Source Code.

At Customer's written election, Diona will escrow the source code to the Software with Iron Mountain Intellectual Property Management, Inc., or Diona's then-current escrow agent, on the condition that Customer pay for all fees and expenses associated with its escrow account, including the costs for any verification of the deposit materials.

## Maintenance

### 3. Maintenance.

In a License Schedule, Customer may purchase maintenance services as described in the applicable Schedule. The following terms and conditions will apply to maintenance services:

- (a) The maintenance term under each License Schedule will automatically renew for successive annual terms, at the then-current fees under such License Schedule, subject to annual inflation adjustments in accordance with Section 6, unless either party provides prior written notice of its intent not to renew maintenance at least 60 days prior to the expiration of the then-current term. If Customer elects not to renew maintenance, the election must be for all of the Software licensed under the applicable License Schedule. In addition, if Customer cancels maintenance under any License Schedule, it agrees that it cannot use maintenance services that remain in effect under another License Schedule for the benefit of the Application that is covered by the License Schedule for which maintenance was cancelled. The maintenance fees for each term will be due and payable thirty days in advance.
- (b) If the Customer licenses the Software for additional use, the corresponding maintenance fee will be assessed at the applicable percentage of the license fee, as adjusted for annual inflation increases in accordance with Section 6. Any such additional maintenance fee will be prorated to reflect the period of time remaining in the then-current term and will be payable from the date the additional usage is licensed.
- (c) In the event that Customer elects not to renew maintenance, and then later elects to renew maintenance, any reinstatement of maintenance services will be subject to the mutual agreement of the parties and Customer's payment to Diona of 120% of all fees that would have been payable from the time that Customer discontinued maintenance to the time of its reinstatement.

## Professional Services and Training

### 4. Performance of Professional Services: Deliverables.

- (a) Diona may provide services under a mutually-agreed Work Order, including consulting, installation support, and access to training courses.
- (b) Subject to Paragraph 1 (e) above, all deliverables that Diona creates during the course of services for Customer under this Agreement will be a "work made for hire" and will become, effective upon payment by Customer in full, the exclusive property of Customer. Customer will also retain all right, title and interest in any configurations and customizations of the Software that Customer develops for itself using the Software. Customer grants Diona a non-exclusive, transferable, fully-paid license to use any portion of deliverables that perform generic functions which do not embody Customer's Confidential Information. So long as Diona has not used any Customer Confidential Information, Customer agrees not to challenge or make claims against any Diona products or services.
- (c) Diona may use its Pre-Existing Materials in the course of providing services to the Customer. Pre-existing Materials (and all derivatives, modifications and enhancements to such Pre-Existing Materials) will at all times remain the property of Diona, and Customer will receive a non-exclusive, fully-paid license to use the Pre-Existing Materials in connection with the deliverables to which they relate.

## General Terms and Conditions

### 5. Term.

- (a) This Agreement is binding upon signing and will continue through the term of its Schedules.
- (b) In the event that Diona commits a material breach of this Agreement or any Schedule, and such breach is uncured for 30 days following receipt of Customer's written notice to Diona specifying the breach, Customer may terminate in writing this Agreement and any Schedule to which the breach relates. In the event that Customer commits a material breach of this Agreement or any Schedule, including non-payment, and such breach is uncured for 30 days following Diona's written notice to the Customer specifying the breach, Diona reserves the right to either suspend or terminate Customer's use of the Software or Diona's provision of maintenance or other services.
- (c) Either party may, by written notice to the other party, terminate this Agreement or any Schedule in the event a party terminates or suspends its business, becomes insolvent, admits in writing to its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, becomes subject to direct control of a trustee, receiver or similar authority, or becomes subject to any other bankruptcy or insolvency proceedings not dismissed within 60 days.

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- (d) If the Agreement is terminated or expires, each party will return to the other, or certify in writing the destruction of, any Confidential Information (as defined below) or property of the other. Termination will be subject to payment for all Software or services that Customer had received prior to the effective date of termination. If a License Schedule is terminated or expires, all licenses granted under that Schedule will terminate.
- (e) Sections 1(c), 1(e), 5(d), 6 through 11, and 15 will survive the termination of this Agreement.

### 6. Fees.

Fees and expenses are specified in the applicable Schedule and are payable in US Dollars (\$), unless otherwise specified. All payments are due within 30 days of the date of Diona's invoice, and will be subject to a late charge of the lesser of 1.5% per month or the greatest amount permitted by law if unpaid for 30 days or more from the invoice date. To the extent that Customer requires the issuance of a purchase order before it can make payment, Customer's delay in issuing the purchase order prior to the due date will not affect Customer's obligation to pay the applicable late charge.

Once due, all fees are non-cancelable and non-refundable, except to the extent expressly provided in this Agreement or such Schedule or under applicable law. Upon termination of the Agreement or any Schedule, the payment obligation for all fees for the full applicable term will be paid to Diona at the time of termination of this Agreement or the Schedule. Professional Services fees and Maintenance fees for future years will be subject to the annual increase in the local Consumer Price Index.

### 7. Taxes.

- (a) Customer is responsible for any applicable taxes, including any applicable sales, use, GST, VAT, customs, or excise tax, excluding only those taxes based upon the net income of Diona.
- (b) Certain jurisdictions may not tax Internet (web) delivery of software (or provide for a reduced tax), which is subject to change (without notice) and is dependent on the laws of individual jurisdictions. By checking the box on the applicable License Schedule, the Customer may elect for ALL Software from Diona to be delivered via the Internet. The Customer acknowledges and agrees that if tax shipment rules change; if there is an error in the interpretation of these tax rules; or if a final determination by a taxing authority – by ruling or by audit – concludes that the sale is subject to tax, the Customer accepts responsibility for any tax assessed on the Software, maintenance and or services provided under this electronic shipment election.

### 8. Representations and Warranties.

- (a) Each party represents and warrants that entering into and carrying out the terms and conditions of this Agreement will not violate any obligation binding upon it; that each party will comply with all applicable laws in connection with its performance under this Agreement; and that the executing persons have the authority to bind their respective parties.
- (b) Diona warrants that for a period of 90 days from the initial delivery of the Software:
  - (i) The Software will operate substantially in accordance with its Documentation; and
  - (ii) No disruptive or corrupting software will be introduced into the Software by Diona or its employees. Customer will conduct virus-checking procedures before allowing installation or using the Software, and for each new version, upgrade or service pack.Diona will, at its election, promptly repair the Software to resolve any failure of these warranties, which can be replicated or verified, or replace the Software with a corrected version. These remedies will be Customer's exclusive remedy for any failures of these warranties. In order for Customer to invoke these remedies, Customer must provide written notice to Diona within the warranty period, expressly outlining the nature of the alleged failure or breach.
- (c) The foregoing warranties will be void to the extent that any failure of such warranties is caused by (i) anyone other than a Diona employee modifying the Software (unless Diona authorizes the change in writing), or (ii) non-Diona software or hardware.
- (d) Diona warrants that all services provided under this Agreement will be performed in a professional manner, consistent with industry standards.
- (e) EXCEPT AS EXPRESSLY STATED IN THIS SECTION, DIONA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

### 9. Confidentiality.

- (a) "Confidential Information" means all non-public information provided by or on behalf of a party to the other party related to the disclosing party's business, including but not limited to Diona's Software and Documentation. For the avoidance of doubt, Customer's Confidential Information also includes any information that is protected by applicable law, statute or regulation, including the Health Insurance Portability and Accountability Act.
- (b) Each party agrees that any Confidential Information it receives from the other is the exclusive proprietary property of the disclosing party and may include trade secrets and other highly confidential information.
- (c) Each party agrees to receive and hold any Confidential Information in confidence and agrees:
  - (i) not to disclose or publish any Confidential Information to third parties;
  - (ii) not to use any Confidential Information except for those purposes specifically authorized by the disclosing party;
  - (iii) not to use any Confidential Information to unfairly compete with the disclosing party;



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- (iv) to restrict access to Confidential Information to those of its officers, directors, agents and employees who have a need to know, have been advised of the confidential nature of the Confidential Information, and who are under obligations of confidentiality to the receiving party; and
- (v) to follow the other party's reasonable on-site security procedures.
- (d) The above confidentiality provisions will not apply to information that:
  - (i) is in the public domain at the time of its disclosure;
  - (ii) is disclosed with the prior written consent of the disclosing party;
  - (iii) becomes known to the receiving party from a source other than the disclosing party, provided such source is legally entitled to have and disclose the information;
  - (iv) is independently developed by a receiving party without use of the Confidential Information of the disclosing party, as demonstrated by written records of such receiving party; or
  - (v) is required to be disclosed by a court or regulatory authority or because of laws, rules or regulations.
- (e) Diona will own and be free to use any ideas or suggestions that directly relate to Diona's products or business and do not contain Customer Confidential Information. For example, Diona will be free to incorporate any suggested repairs, fixes, changes or modifications to the Software into its products.

10. Indemnification.

- (a) Diona will indemnify Customer from, and defend Customer against, any third party claim that the Software infringes upon a United States, Australian, Canadian or European Union trademark, copyright, trade secret or patent ("IPR"), except to the extent that the alleged infringement results from modifications to the Software by Customer or a third party or customizations and configurations created by Customer or a third party. In the event that the Software is found to be infringing or if Diona deems it advisable as a result of a claim or threatened claim, Diona will, in its reasonable discretion:
  - (i) procure for Customer the right to continue using the Software;
  - (ii) replace or modify the Software so that it becomes non-infringing; or
  - (iii) in the event that Diona cannot reasonably do the foregoing in its discretion, terminate the particular Schedule to which the IPR infringement claim relates and refund the Software license fees associated with such Schedule, depreciated on a straight-line five-year basis.

These remedies will be Customer's sole remedy for any IPR infringement claims.

- (b) Customer will indemnify Diona from, and defend Diona against, any claim from a third party that (i) (other than an IPR claim) arises from any use of the Software by Customer that is not in compliance with the terms of this Agreement or the applicable Schedules, or (ii) alleges that any of the Customer customizations and configurations infringe or misappropriate any third-party intellectual property.
- (c) In asserting any claim for indemnification, the relevant party must provide prompt written notice describing the claim, and cooperate in all reasonable ways with the indemnifying party. The indemnifying party will be entitled to control any proceedings or litigation for which it is indemnifying the other party, except that the indemnifying party will not, without the other party's prior written consent (not to be unreasonably withheld), enter into any settlement that would require the other party to take any action, or refrain from taking any action, other than permitting the indemnifying party to pay money damages on its behalf.

11. Limitation of Liability.

Each party will have unlimited recourse against the other party for the following types of actual, direct damages arising under, or related to, this Agreement:

- (a) damages resulting from personal injury, death or tangible property damage caused by the other party or its personnel;
- (b) damages, and related legal costs and reasonable attorneys' fees, for which the other party has agreed to provide indemnification under this Agreement; or
- (c) damages resulting from a breach of a party's confidentiality obligations or IPR under this Agreement.

All other damages arising under, or related to, this Agreement (regardless of the type of damages, and whether for breach of contract, breach of warranty, tort or otherwise) will be limited to the amount of fees received by Diona from Customer in connection with the Schedule(s) under which such damages arose, or to which such damages relate).

12. Outsourcing.

Customer will be permitted to allow a third party service provider to operate the Software as part of a technology outsourcing arrangement or to assist Customer in the development of an application, provided that: (a) such use is solely for the benefit of Customer and subject to the terms and conditions of this Agreement; and (b) Customer informs Diona in writing and provides reasonable assurances that the requirements of this Section have been satisfied.

13. Notices.

Any notices under this Agreement will be in writing and sent by certified mail, return receipt requested, or by a nationally or internationally recognized overnight delivery service, to:



**MASTER SOFTWARE LICENSE,  
MAINTENANCE & PROFESSIONAL SERVICES AGREEMENT**

**Diona:** Diona  
925 S. Capital of Texas Highway, Suite B-110, Austin, TX 78746  
Attention: General Counsel

**Customer:**

Attention:

14. Reserved.

15. Additional Terms and Conditions.

- (a) Cooperation. The parties agree that they will cooperate at all times in good faith. In the event of any dispute, which cannot be readily resolved within 30 days, the parties will each escalate the matter to senior management who will meet in person or by telephone within 15 days of receipt of notice of the dispute, to attempt to resolve the open issues.
- (b) Assignment or Delegation. Neither party may assign or delegate any rights or obligations under this Agreement or any Schedule without the other party's prior written consent, except that either party may assign the entirety of its rights and obligations under this Agreement (i) to its parent company or an Affiliate, or (ii) in connection with a governmental re-organization, merger or sale of a business unit or majority stock ownership, subject to Section 15(c) and provided that the successor party assumes the rights and obligations in writing and has adequate resources to meet its obligations and Customer notifies Diona in writing prior to the assignment. Any assignment is subject to the terms and conditions of this Agreement.
- (c) Customer Combinations. In the event that Customer should merge with another governmental entity, acquire, or be acquired by another entity (collectively, a "**Combination**"), the resulting combined entity may only use the Software within the scope of the Customer's licensed use at the time of the Combination.
- (d) Non-Solicitation. Neither party will hire or contract with, either as an employee or an independent contractor (either directly or through a third party), any Covered Personnel of the other party. The term "**Covered Personnel**" of a party will mean that party's employees or any contractors retained by that party who are professional services personnel or who were involved in the performance of this Agreement within the preceding six-month period, or any person who would have been considered Covered Personnel but for having terminated employment or contractual relationship within the past six months. Breach of this Paragraph will constitute a material breach of this Agreement.
- (e) Export Compliance. The export and re-export of the Software and any Diona technology may be subject to export and import controls under the laws and regulations of certain countries. Customer agrees, at all times, to comply fully with these controls, laws and regulations.
- (f) U.S. Government Contracts. The Software is a commercial product, licensed on the open market; developed entirely at private expense; and without the use of any U.S. Government funds. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19.
- (g) Cooperation; Usage Validation. Diona and Customer agree that each will execute and deliver documents, including confirmations to Diona auditors, and take such other actions as may reasonably be requested to effect the transactions contemplated by this Agreement. Diona reserves the right, upon reasonable prior notice, to validate Customer's usage of the Software and its compliance under this Agreement.
- (h) Force Majeure. Neither party will be responsible for performance delays caused by circumstances outside its reasonable control.
- (i) No Waiver. Neither a failure of a party to exercise any power or right under this Agreement, nor a custom or practice of the parties with regard to the terms or performance under this Agreement, will constitute a waiver of the rights of such party to demand full compliance with the terms of the Agreement.
- (j) Counterparts. This Agreement may be signed in counterparts, including facsimile or PDF counterparts or electronic signatures, each of which will be legally binding.
- (k) Entire Understanding. This Agreement and its Schedules constitute the entire understanding of the parties with respect to the Software and supersedes all previous agreements, statements and understandings from or between the parties regarding the subject matter of this Agreement. This Agreement also supersedes any conflicting language contained in any applicable past or future purchase order regarding the subject matter of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any Schedule, the terms of the applicable Schedule will control. This Agreement will not be modified except in a writing signed by an authorized representative of each party.
- (l) Enforceability. If any portion of this Agreement is declared by a court of competent jurisdiction to be overbroad or unenforceable, the remainder of this Agreement will be valid and enforceable to the fullest extent permitted.
- (m) Governing Law. This Agreement will be governed by the laws of the state of \_\_\_\_\_ excluding its conflicts of laws provisions.

**Agreed:**

**MASTER SOFTWARE LICENSE,  
MAINTENANCE & PROFESSIONAL SERVICES AGREEMENT**

**Diona (US) Inc.**

By: \_\_\_\_\_  
Name: Patricia Donaldson  
Title: Executive Vice President, Global Sales  
Date: \_\_\_\_\_

**Customer**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Diona Subscription Schedule

This Diona Subscription Schedule (the “**Schedule**”), dated \_\_\_\_\_ (the “**Effective Date**”), is subject to the terms and conditions of the Master Software License, Maintenance and Professional Services Agreement (the “**Agreement**”) between \_\_\_\_\_ (“**Customer**”) and Diona (US), Inc. (“**Diona**”), dated \_\_\_\_\_. Where there is a conflict between this Schedule and the Agreement, this Schedule will govern.

Customer desires to receive a subscription to Diona’s Subscription Service (the “**Subscription**”) to configure, test, and deploy the Diona Software under the terms described in this Schedule.

1. Description of the Subscription.

During the Term specified below, Diona will provide Customer the following:

Diona Software	
Mobile Platforms	
Number of Users	
Hardware	•
Backup Storage	•
Monitoring	•

2. Scope of Use.

Customer may use the Subscription on the following terms:

Licensed Purpose	
Build, Test, Staging	Customer may use a copy of the Software on the pre-production instance for developing, testing, and concept-proving Applications.
One Pre-Production Environment Included	Yes ____ No ____

3. Term.

The initial term of this Schedule will be from the Effective Date until \_\_\_\_\_ (the “**Initial Term**”). The Initial Term can be renewed for 12 month terms (each, a “**Renewal Term**”) unless Customer provides written notice of termination at least 30 days prior to the expiration of the then-current term. The Initial Term and any Renewal Terms are together referred to as the “**Term**.”

4. Subscription Fees and Payment Schedule.

- a. In consideration for providing the Subscription, Customer will pay Diona the following subscription fees based on their implementation needs:

	Production (Annual)
Diona Software	
Diona Cloud Hosting	
Total Subscription Fee	

- b. Fees will be invoiced annually and will be payable 30 days from the date of the invoice. Once due, all fees are nonrefundable and non-cancelable.

## **Diona Subscription Schedule**

- c. Once Customer progresses to Production, the Subscription provides the use of the Software on Build/Test/Staging Instances, Pre-Production Environment and Production as required.
- 5. Additional Purchase Options.
  - a. During the Term, Customer may purchase additional usage at the then current terms and conditions applicable for Subscription Services.
  - b. Purchases of additional usage will be exercised by sending a purchase order or written notice to Diona. The term for any additional usage purchased will be co-terminus with the Term of this Subscription. The fees for additional usage set forth above are subject to adjustment by way of a fair and reasonable agreement between the Parties based on the then current terms and conditions. The terms of the Agreement will govern any purchase order, and any terms that may be printed on the purchase order will be of no force and effect.
  - c. If Customer exceeds any of its Usage Rights, then Diona will invoice Customer for the additional usage per the pricing set forth in the table in Section 4a.
- 6. Diona Responsibilities.

Diona will:

  - a. Use commercially reasonable efforts to make the Subscription available 24 hours a day, 7 days a week, other than as described in Section 9 below.
  - b. Provide the Subscription in accordance with all applicable laws and government regulations.
  - c. Assist Customer with connectivity set-up between the Cloud (if applicable) and Customer's datacenter.
- 7. Customer Responsibilities.

Customer will:

  - a. Be responsible for the accuracy, quality, integrity and legality of Customer's Applications (save for the Software), content and data and for the quality and configuration of the Applications and the performance of such Applications. Customer may engage Diona for performance tuning services upon fees and terms mutually agreed upon by the parties.
  - b. Use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription, and notify Diona promptly of any such unauthorized access or use.
  - c. Use the Subscription only in accordance with its documentation and applicable laws and government regulations.
  - d. If Customer desires to do so, migrate Customer Applications to newer releases of the Software (provided that Customer may engage Diona's professional services department to assist in this area by separate written agreement).
  - e. Not (i) sell, resell, rent, outsource, timeshare or otherwise lease the Subscription, or (ii) use the Subscription to store or transmit content or data that is invasive of privacy, infringing, obscene, libelous, or that is otherwise unlawful or tortious or to carry out infringing or unlawful activities.
- 8. Reserved.
- 9. Suspension of Subscription.
  - a. Customer acknowledges that (i) Customer's access to and use of the Subscription may be suspended for the duration of any unanticipated or unscheduled downtime for any reason, including as a result of power outages, system failures or other interruptions outside of Diona's reasonable control, and (ii) Diona may suspend access to any portion or all of the Subscription due to a Subscription Suspension.
  - b. Diona will have no liability for any damage, liabilities, or other losses that Customer may incur as a result of any suspension of access to the Subscription pursuant to Section 9a. Diona will use reasonable efforts to provide Customer email notice of any Subscription Suspension and updates regarding resumption of the Subscription following any such suspension.
- 10. Reserved.

## **Diona Subscription Schedule**

### **11. Changes in the Terms of Use.**

- a. The Subscription is subject to limitations determined by Diona's third party cloud provider. In the event that the third party cloud provider amends its terms of service applicable to Customer's use of the Subscription, Diona may amend any and all corresponding and applicable terms in this Schedule.
- b. Diona may also amend these terms of service to comply with changes in applicable law and as deemed necessary by Diona to ensure the security and performance of the Subscription.
- c. Amendments will be effective 10 days after being provided to the Customer, either by email or by posting on the Diona Software Support Services portal, provided that if Customer objects to any modification to this Schedule, Customer will have the right, as its sole and exclusive remedy, to terminate this Schedule by providing Diona with written notice within such 10 day period and to stop using the Subscription at the end of such 10 day period.

### **12. Delivery and Acceptance.**

Diona will create and email to Customer a Software User ID and Password which will allow Customer to access and use the Subscription. The Subscription will be accepted upon delivery ("**Acceptance**"). This acceptance is not dependent on any remaining services, conditions or contingencies, and there are no other written or verbal agreements with respect to acceptance. For the duration of the Subscription, the Customer shall not be entitled to take possession of the Software licensed herein.

### **13. Other Terms.**

- a. EXCEPT FOR THOSE WARRANTIES EXPRESSLY CONTAINED IN THE AGREEMENT, DIONA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
- b. This Schedule and the Agreement constitute the entire understanding of the parties with respect to the Subscription to be provided under this Schedule.

**Diona Subscription Schedule**

**Agreed.**

**Diona (US) Inc.**

**Customer**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Patricia Donaldson

Name: \_\_\_\_\_

Title: Executive Vice President, Global Sales

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

