

STATE OF COLORADO CONTRACT

COVER PAGE

State Agency Department of Health Care Policy and Financing	Contract Number 25-184608																				
Contractor AssureCare, LLC																					
Contract Maximum Amount Initial Term <table style="width: 100%; margin-left: 20px;"> <tr><td>State Fiscal Year 2025</td><td style="text-align: right;">\$14,558,617.00</td></tr> <tr><td>State Fiscal Year 2026</td><td style="text-align: right;">\$9,933,968.00</td></tr> <tr><td>State Fiscal Year 2027</td><td style="text-align: right;">\$10,663,980.00</td></tr> <tr><td>State Fiscal Year 2028</td><td style="text-align: right;">\$10,256,417.81</td></tr> <tr><td>State Fiscal Year 2029</td><td style="text-align: right;">\$12,200,100.60</td></tr> </table> Extension Term <table style="width: 100%; margin-left: 20px;"> <tr><td>State Fiscal Year 2030</td><td style="text-align: right;">\$12,442,748.21</td></tr> <tr><td>State Fiscal Year 2031</td><td style="text-align: right;">\$12,792,862.88</td></tr> <tr><td>State Fiscal Year 2032</td><td style="text-align: right;">\$13,297,299.41</td></tr> </table> Extension Term <table style="width: 100%; margin-left: 20px;"> <tr><td>State Fiscal Year 2033</td><td style="text-align: right;">\$13,569,559.29</td></tr> <tr><td>State Fiscal Year 2034</td><td style="text-align: right;">\$1,745,156.25</td></tr> </table> Total for All State Fiscal Years	State Fiscal Year 2025	\$14,558,617.00	State Fiscal Year 2026	\$9,933,968.00	State Fiscal Year 2027	\$10,663,980.00	State Fiscal Year 2028	\$10,256,417.81	State Fiscal Year 2029	\$12,200,100.60	State Fiscal Year 2030	\$12,442,748.21	State Fiscal Year 2031	\$12,792,862.88	State Fiscal Year 2032	\$13,297,299.41	State Fiscal Year 2033	\$13,569,559.29	State Fiscal Year 2034	\$1,745,156.25	Contract Performance Beginning Date The later of the Effective Date or July 15, 2024.
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	Initial Contract Expiration Date June 30, 2029																				
	Contract Authority Authority to enter into this Contract exists in C.R.S. §25.5-1-101, <i>et seq.</i> , C.R.S.																				
Contract Purpose This Contract is entered into for Contractor to operate the Care and Case Management (CCM) system that supports the following business processes in Colorado: Care Management, LTSS Functional Eligibility and Enrollment Management, and Member Care Management. New business processes with level of care, needs assessment and person-centered support planning are associated with care management functions. Contractor was awarded this Contract under Solicitation #UHAA ITN 2022000015.																					
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: <ol style="list-style-type: none"> 1. Exhibit A – HIPAA Business Associates Addendum 2. Exhibit B – Statement of Work 3. Exhibit C – Rates 4. Exhibit D – Terminology 5. Exhibit E – Contractor’s Administrative Requirements 6. Exhibit F – Sample Option Letter 7. Exhibit G – Federal Provisions 8. Exhibit H – PII Certification 9. Exhibit I – Information Technology Provisions 10. Exhibit J – CCM Requirements 11. Exhibit K – SaaS Attachment <p>In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. Exhibit A, HIPAA Business Associates Addendum 2. Exhibit G, Federal Provisions 3. Colorado Special Provisions in §18 of the main body of this Contract 4. Exhibit I, Information Technology Provisions 5. The provisions of the other sections of the main body of this Contract 6. Exhibit B, Statement of Work 7. Exhibit J, CCM Requirements 8. Exhibit C, Rates 9. Exhibit K, SaaS Attachment 10. Exhibit D, Terminology 11. Exhibit E, Contractor’s Administrative Requirements 																					

- 12. Exhibit H, PII Certification
- 13. Exhibit F, Sample Option Letter

Principal Representatives

For the State:

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Denver, CO 80203

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For Contractor:

Yousuf Ahmad
AssureCare, LLC
250 West Court Street, Suite 450E
Cincinnati, OH 45202

general-counsel@assurecare.com

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

<p>CONTRACTOR AssureCare, LLC</p> <p>DocuSigned by: <i>Yousuf Ahmad</i></p> <p>84B9AF52ADCB487... By: Yousuf Ahmad, President & CEO</p> <p>Date: 7/25/2024 15:23 MDT</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimesterel, Executive Director</p> <p>DocuSigned by: <i>Kim Bimesterel</i></p> <p>0B6A84797EA8493... By: Kim Bimesterel</p> <p>Date: 7/25/2024 15:36 MDT</p>
<p>In accordance with §24-30-202, C.R.S., if this Contract is for a Major Information Technology Project, this Contract is not valid until signed and dated below by the Chief Information Officer or an authorized delegate.</p> <p>STATE CHIEF INFORMATION OFFICER Anthony Neal-Graves, Chief Information Officer and Executive Director</p> <p>DocuSigned by: <i>Eric Panoushek</i></p> <p>4FA2697962DD462... By: Eric Panoushek</p> <p>Eric Panoushek contracts supervisor on behalf of David Edinger</p> <p>Date: 7/30/2024 12:45 MDT</p>	<p>In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: <i>Venessa Huynh</i></p> <p>BDAE70278CB84E5... By: Robert Jaros or Controller Delegate.</p> <p>Robert Jaros, CIO and Executive Director</p> <p>Effective Date: 7/30/2024 13:12 MDT</p>

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1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this contract (the “Contractor”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State,” the “Department,” or “HCPF”). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for two successive periods, first, three years at the rates and under the same terms specified in the Contract (each such period an “Extension Term”), and second, two years at the rates and under the same terms specified in the Contract. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed ten years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given, including provisions about pricing, shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not

apply to a termination of this Contract by the State for Breach of Contract by Contractor, which shall be governed by §11.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §15. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Breach of Contract”** means the material failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely manner in accordance with the requirements. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **“Business Day”** means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1), C.R.S.
- C. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority, pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the State.
- D. **“Contract”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- E. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- F. **“Contractor Confidential Information”** means any non-public information of Contractor

including, but not limited to, business plans, products, technical data, specifications, documentations, rules and procedures, contracts (including without limitation any lease, service agreement, data maintenance agreement, or business associate agreement), intellectual property, trade secrets, presentations, know-how, business methods, services, data, customers, markets, competitive analysis, databases, formats, methodologies, applications, developments, processes, payment, delivery and inspection procedures, designs, drawings, or other information or material of any kind, whether in paper, electronic, or oral form, or any other information that are designated as "confidential," "proprietary", etc., (the "Disclosed Materials"). Contractor Confidential Information shall further include any information otherwise obtained, directly or indirectly, by the State through inspection, review or analysis of the Disclosed Materials. The Parties hereto agree that information shall not be deemed Contractor Confidential Information and the State shall have no obligation with respect to any information which: (i) enters into the public domain through no wrongful act of the State; (ii) is rightfully received from a third party without restriction and without breach of this Contract; (iii) is approved for release by written authorization of an officer of the Contractor; (iv) is already in State's possession as evidenced by its records created and maintained in the normal course of business and is not the subject of a separate non-disclosure agreement; or (v) is or was independently developed by the State or any of its employees, consultants or agents without reference to any Contractor Confidential Information.

- G. "**Contractor Materials**" means material, code, software, methodology, concepts, process, systems, technique, trade or service marks, copyrights, or other intellectual property developed, licensed or otherwise acquired by Contractor prior to the Effective Date of this Contract and independent of any services rendered under any other contract with the State, or any of these same items that are developed during the Term of this Contract without the use of any Contract Funds. The SaaS Services and User Documentation (as defined in Exhibit K) are Contractor Materials.
- H. "**Colorado Open Records Act (CORA)**" means §24-72-200.1, *et seq.*, C.R.S.
- I. "**Criminal Justice Information (CJI)**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- J. "**Deliverable**" means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor's Work that is intended to be delivered to the State by Contractor.
- K. "**Effective Date**" means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.
- L. "**End of Term Extension**" means the time period defined in **§2.D**
- M. "**Exhibits**" means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.

- N. **“Extension Term”** means the time period defined in §2.C
- O. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- P. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §24-37.5-401, *et seq.*, C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- Q. **“Initial Term”** means the time period defined in §2.B
- R. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- S. **“Payment Card Information (PCI)”** means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by state or federal law.
- T. **“Personal Health Information (PHI)”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental 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 (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- U. **“Personally Identifiable Information (PII)”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, *et seq.*, C.R.S.
- V. **“Services”** means the services to be performed by Contractor as set forth in this Contract and shall include any services to be rendered by Contractor in connection with the Goods.
- W. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available

without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- X. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- Y. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Z. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- AA. **“Subcontractor”** means any third party engaged by Contractor to aid in performance of the Work.
- BB. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to, all information defined as federal tax information in Internal Revenue Service Publication 1075.
- CC. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- DD. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, software customizations, if performed, other Work that modifies products that do not fall within the scope of the definition of Contractor Materials if State or federal funds are used for the Work, and any other results of the Work. “Work Product” does not include (a) any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work, or (b) Contractor Property.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit, including the terminology in Exhibit D.

4. STATEMENT OF WORK

- A. Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit B, and Exhibit E. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.
- B. The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon rates established in this Contract in accordance with Exhibits B and C, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this contract. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit B, Statement of Work and Exhibit C, Rates.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Contract.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds, the

State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

6. REPORTING - NOTIFICATION

A. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision-making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page of this Contract.

B. Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.

i. Performance Outside the State of Colorado

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §15 and in form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado, or its execution of an agreement with a Subcontractor to perform Services outside the State of Colorado. Such notice shall specify the type of Services to be performed outside the State of Colorado and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a Breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

C. Performance Outside of the United States

Contractor shall request written approval from the State, acting through the Office of Information Technology, for Contractor to perform, or subcontract to perform, Services outside the United States. The State may approve or deny such request within the State's sole discretion, whether or not services outside the United States are prohibited or restricted by the Statement of Work or by any Exhibit attached to this Contract. Following written approval from the State, Contractor shall comply with the notice provisions for performance outside the State of Colorado. Any notice provided to the State by Contractor regarding performance outside the United States shall be deemed ineffective if the State has not granted prior written approval for such performance.

D. SOC 1 Type II Annual Report

If Contractor performs Work for any of the State's IT systems that impact the State's Comprehensive Annual Financial Report as determined by the Colorado Office of the State

Controller, Contractor, on an annual basis, shall deliver to the State, at Contractor's sole cost and expense, Contractor's System and Organization Controls 1 Type II Report ("SOC 1 Type II Report") prepared by a qualified independent audit firm with respect to the Statement on Standards for Attestation Engagements, Reporting on Controls at a Service Organization (SSAE) as promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants, as amended, from time to time.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date three years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. To the extent the Contractor Records include Contractor Confidential Information, the Contractor Records will be subject to the confidentiality requirements of §8.

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State or that governmental entity. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor Records that specifically relates to this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Contractor Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior

written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Contractor shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Contractor shall provide the State with data access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor shall notify the State as soon as reasonably possible but under no circumstance greater than 24 hours, and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident and, after an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident

in the future as reasonably directed by the State, subject to the dispute resolution process outlined in §14, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may review Contractor's remediation plan and provide feedback until approved by the Department. If Contractor cannot produce its analysis and plan within the time directed by the State, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings. With respect to Contractor's obligations, including HIPAA BAA obligations, the Parties acknowledge that this Section constitutes Contractor's notice to the State of the ongoing existence and occurrence of unsuccessful Security Incidents that do not constitute a Breach (including, for example, and not for limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses).

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, which acceptance shall not be unreasonably withheld, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit H on an annual basis. Contractor's duty and obligation to certify as set forth in Exhibit H shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

G. State Confidentiality

For all information that Contractor provides to the State that Contractor intends to be kept confidential, Contractor shall provide to the State that information and mark each item as confidential (including noting the specific portions of CORA that allow that information to

be kept confidential) and the reason for the confidentiality request, including: (a) disclosure runs contrary to a state or federal statute (e.g., HIPAA); or (b) includes information that would not be subject to disclosure under CORA. For all information approved as Contractor Confidential Information, the State (i) shall not disclose Contractor Confidential Information to any third party without prior written consent of the Disclosing Party, and (ii) agrees to use the Contractor Confidential Information solely for the purpose of performing its obligations under this Agreement. Copying and reproduction shall be done to the minimum extent necessary. The State shall not copy, reproduce, sell, assign, license or disclose any Contractor Confidential Information it receives from the Contractor to any other person, firm, or corporation, or other entity or agency except as expressly allowed by this Contract. The State may disclose Contractor Confidential Information to its agents or consultants who are bound by written obligations of confidentiality substantially similar to and, in any event, no less stringent than those set out in this Section and who have a need to know to carry out the purposes of this Contract. The State shall apply commercially reasonable safeguards to protect the Contractor Confidential Information received from the Contractor against unlawful or otherwise unauthorized access, use, and disclosure and shall comply with all applicable law governing the privacy and security of personally identifiable information. Within a reasonable time period of receipt of written request from the Contractor or termination of the Contract, the State agrees to return to the Contractor, or to destroy and to delete from any of its electronic storage devices, all Contractor Confidential Information received from the Contractor, in whatever form to the extent that State laws or regulations do not require the Department to maintain that information. The State retains the right to disclose the Contractor Confidential Information pursuant to the requirements of a governmental agency or operation of law, including the Colorado Open Records Act.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor's or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may

be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

H. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Contractor or the State.

I. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §15 within seven days of Contractor's receipt of such notice.

J. Subrogation Waiver

All general liability insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section. Contractor shall provide all certificates electronically to the Department's designated insurance certificate submission site, unless the Department has specifically directed otherwise.

11. LIMITATION OF CONTRACTOR'S LIABILITY TO STATE

- A. The liability of Contractor, its Subcontractors, and their respective personnel to the State for any claims, liabilities, or damages relating to this Contract shall be limited to damages, including but not limited to direct losses, consequential, special, indirect, incidental, punitive or exemplary loss, not to exceed the Maximum Amount for the most recent State Fiscal Year payable by the State under this Contract or \$1,000,000.00, whichever is greater, and provided that the provisions of this paragraph apply only in excess of the insurance coverage included in this Contract at Section 10.
- B. No limitation on Contractor's liability to the State under this Section shall limit or affect:
 - i. Contractor's indemnification obligations to the State under this Contract;
 - ii. Any claims, losses, or damages for which coverage is available under any insurance required under this Contract; Contractor's liability relating to the disclosure of confidential information or data loss;
 - iii. Claims or damages arising out of bodily injury, including death, or damage to tangible property of the State; or
 - iv. Claims or damages resulting from the recklessness, bad faith, or intentional misconduct of Contractor or its Subcontractors.

12. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §13 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

13. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §12 and the dispute resolution process in §144, shall have all of the remedies listed in this section, in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Contract

In the event of Contractor's uncured breach, except if breach is subject to a good faith dispute by Contractor, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice,

and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts, if possible. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work, including Transition Services and Turnover Services, and expenses accrued in connection therewith received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination may be treated as a termination in the public interest if it otherwise meets the requirements under §2E, in which case the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2E. If the termination does not meet the requirements under §2E, this Contract shall be reinstated subject to the same payment terms and conditions as existed in the Contract prior to the initial termination.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the State; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its reasonable discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §12 and the dispute resolution process in §14 shall have all remedies available at law and equity.

14. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of C.R.S. §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page of this Contract or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page of this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for

hire” under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire. Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, “State Materials”). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor’s obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all Contractor Materials, including any derivative works and enhancements thereto, owned by or licensed to Contractor including, but not limited to, all pre-existing software, SaaS Services and User Documentation (both as defined in Exhibit K), licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, “Contractor Property”). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

17. GENERAL PROVISIONS

A. Assignment

Contractor’s rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Notwithstanding the foregoing, Contractor may assign its rights and obligations under this Contract, in whole or in part, to a parent, subsidiary, or affiliate or in the event of a merger, sale of a business unit, or majority stock ownership. Any assignment or transfer of Contractor’s rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §17.A., all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Contract using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

L. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

M. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of this Contract shall survive the termination or expiration of this Contract and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §17.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with good, professional, and workmanlike standards of care, skill and diligence in Contractor's industry,

trade, or profession.

S. Licenses, Permits, and Other Authorizations

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all licenses, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

T. Indemnification

i. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the “Indemnified Parties”), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to any third-party claim based upon any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys’ fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys’ fees and costs) incurred by the Indemnified Parties in relation to any claim that any deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, “IP Deliverables”), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor’s obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is **(a)** provided by Contractor or Contractor’s subsidiaries or affiliates; **(b)** specified by Contractor to work with the IP Deliverables; **(c)** reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or **(d)** is reasonably expected to be used in combination with the IP Deliverables.

iv. Accessibility Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor’s failure to comply with §§24-85-101, *et seq.*, C.R.S., or the

Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103(2.5), C.R.S.

U. Accessibility

- i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the Governor's Office Of Information Technology (OIT), pursuant to §24-85-103(2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103(2.5), C.R.S.

V. Additional Provisions

Contractor shall comply with all requirements shown Exhibit A and Exhibit I.

18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly

set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference that conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

EXHIBIT A, HIPAA BUSINESS ASSOCIATES ADDENDUM

This HIPAA Business Associate Agreement (“Agreement”) between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as “Covered Entity” and the Contractor is referred to as “Business Associate”. Unless the context clearly requires a distinction between the Contract and this Agreement, all references to “Contract” shall include this Agreement.

1. PURPOSE

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information (“PHI”). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) enacted under the American Recovery and Reinvestment Act of 2009 (“ARRA”) Pub. L. No. 111-5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and all other applicable laws and regulations, all as may be amended.

2. DEFINITIONS

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

- a. Business Associate. “Business Associate” shall have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and shall refer to Contractor.
- b. Covered Entity. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and shall refer to the State.
- c. Information Technology and Information Security. “Information Technology” and “Information Security” shall have the same meanings as the terms “information technology” and “information security”, respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Permitted Uses and Disclosures.

- i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.
 - ii. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
 - iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
 - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
 - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
 - iv. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.
- b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).
- c. Impermissible Uses and Disclosures.
 - i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
 - ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.
- d. Business Associate's Subcontractors.
 - i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

- ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.
 - iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.
- f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- g. Amendment of PHI.
 - i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
 - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- i. Restrictions and Confidential Communications.
 - i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
 - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
 - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
 - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
 - iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

- j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

- k. Audit, Inspection and Enforcement.
 - i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.
 - ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

- l. Appropriate Safeguards.
 - i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
 - ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
 - iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
 - iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

- m. Safeguard During Transmission.
 - i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.
 - ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

n. Reporting of Improper Use or Disclosure and Notification of Breach.

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.
- ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.
- iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

o. Business Associate's Insurance and Notification Costs.

- i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
 - A. loss of PHI data;
 - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
 - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
- ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
- iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
- iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

p. Subcontractors and Breaches.

- i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.
 - ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.
- q. Data Ownership.
 - i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
 - ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.
- r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5 below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 1.h above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

- a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- b. Notice of Changes.
 - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
 - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. TERMINATION

- a. Breach.

- i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
 - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.
- b. Effect of Termination.
- i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
 - ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
 - iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. AMENDMENT

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
 - i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
 - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.
 - iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
 - iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
 - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
 - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.
- b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. INTERPRETATION AND ORDER OF PRECEDENCE

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. SURVIVAL

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

1. PURPOSE

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as “Reserved” shall be construed as setting forth no additional terms.

2. ADDITIONAL TERMS

- a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
 - i. Reserved.
- b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
 - i. Reserved.
- c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:
 - ii. Reserved.
- c. Definition of Receipt of PHI. Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:
 - i. Reserved.
- d. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate’s use and disclosure of PHI under the Contract:
 - i. Reserved.
- e. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:
 - i. Reserved.

EXHIBIT B, STATEMENT OF WORK

1. SCOPE OF WORK

- 1.1. The Care and Case Management (CCM) system is currently a COTS product that interfaces with various systems, including the iC, BIDM, and the Colorado Benefits Management System (CBMS). Contractor is expected to operate a CCM solution that supports the following business processes in Colorado: Care Management, Eligibility and Enrollment Management, and Member Management. New business processes with assessment and support planning are associated with care management functions.
- 1.2. Contractor shall maintain existing integration and functionality with the current CCM solution.
- 1.3. Unless specifically defined herein, all capitalized terms in this Exhibit shall have the same meaning as defined in the Contract.
- 1.4. Each Department approval required hereunder shall be made in good faith based upon the underlying requirements and specifications and shall not be unreasonably withheld or delayed.

2. CONTRACT STAGES AND PROJECT PHASES

2.1. Contract Stages

- 2.1.1. All of the following stages shall be part of this Contract:
 - 2.1.1.1. Transition Phase
 - 2.1.1.1.1. The intent of Transition phase is for Contractor to make additional improvements to the CCM system and to operate the implemented system as is.
 - 2.1.1.1.2. During the transition phase Contractor shall implement new tools and processes to enhance the overall service delivery and to make the CCM system more efficient.
 - 2.1.1.2. Ongoing Operations & Maintenance and Enhancement Phase.
 - 2.1.1.2.1. The intent of the Ongoing Operations and Enhancement Contract Stage is to provide operation of the implemented CCM module.
 - 2.1.1.3. Design, Development and Implementation (DDI) Phase.
 - 2.1.1.3.1. Contractor shall implement the detailed requirements as defined in Exhibit J.
 - 2.1.1.3.2. The DDI phase will be in parallel to the transition phase and the implementation dates will be as defined in the master approved project schedule.

3. REQUIREMENT COMPLIANCE

- 3.1. Contractor shall adhere to all requirements as stated in Exhibit J and the requirements in Exhibit J.1 General, J.2 A&SP Func Reqs, J.3 Features Func Reqs, J.4 Streamlined Func Reqs, J.5 CCM Operations, and J.6 SLA.
- 3.2. General Administrative Requirements
 - 3.2.1. Unless otherwise specified, references to “Section” within this exhibit refers to sections within Exhibit J.
 - 3.2.2. Contractor shall be responsible to manage all aspects of the Contract that affect:
 - 3.2.2.1. Costs
 - 3.2.2.2. Schedule

- 3.2.2.3. Performance
- 3.2.2.4. Scope
- 3.2.2.5. Quality
- 3.2.2.6. Risk
- 3.2.2.7. Issues
- 3.2.2.8. Change control
- 3.2.2.9. Applicable Resources
- 3.2.3. Contractor shall utilize the approved project issue and risk management processes to notify the Department's Contract Manager or designee when an issue arises that affects or impacts the terms and conditions set forth in this Contract (Contract Term or Condition Notification).
 - 3.2.3.1. Contractor shall comply with the CCM Project Schedule dates and the processes and procedures set forth in the Department-approved DEL PM 1.2 Project Management Plan, unless both Parties agree to modify the CCM Project Schedule or DEL PM 1.2 Project Management Plan, as per the approved Change Management process.
- 3.2.4. Contractor shall work with the Department to implement or otherwise perform all tasks, obligations, and responsibilities set forth through the defined Risk and Issue Management Plan.
- 3.2.5. The Parties intend that each Plan, Document, or other Deliverable or Work Component shall contain: Contractor's tasks, State's tasks, obligations, responsibilities, and a schedule. The Deliverable or Work Component shall be approved by the Department; and those Deliverables' or Work Components' identified tasks, obligations, and responsibilities shall be incorporated into this Contract.
- 3.2.6. Contractor shall communicate directly and in a transparent manner with the Department during the Term of this Contract.
- 3.2.7. Contractor shall meet or exceed all operations quality standards as set forth in the Exhibit J.6 Service Level Agreements (SLAs) identified in this Contract throughout the Term of this Contract.
- 3.2.8. Contractor shall apply a continuous security-focused and adaptive development approach to operations and enhancements, providing a solution focused on State and federal rules and regulations.
- 3.2.9. Contractor shall work with the Department's Contract Manager or designee on Contract monitoring of Contract responsibilities and performance standards throughout the Term of this Contract to ensure Contract requirements are met.
- 3.2.10. General Requirements for Meetings
 - 3.2.10.1. Contractor shall create and submit to the Department for review and approval:
 - 3.2.10.1.1. The processes Contractor will use to maintain Meeting Minutes.
 - 3.2.10.1.2. The processes Contractor will use to maintain Meeting Records.
 - 3.2.10.1.3. Any other documents related to the scheduled meetings.

- 3.2.10.2. Contractor shall create and deliver all Meeting Agendas to the Department and all other meeting attendees at least 24 hours before each meeting is scheduled to begin.
- 3.2.10.3. Contractor shall take Meeting Minutes and retain Meeting Records for all meetings Contractor has with the Department or the Department's Medicaid Enterprise Solution (MES) Vendors. Contractor shall create and maintain a CCM Project Repository (*see* Section 4.2.3) in which all Meeting Minutes and Meeting Records are stored.
- 3.2.10.4. Contractor shall post all Meeting Minutes to the CCM Project Repository no later than the 5:00 p.m. Mountain Standard Time or Mountain Daylight Time, as applicable, by the close of business on the third business day after the meeting occurs.
- 3.2.11. As-Needed Meetings
 - 3.2.11.1. As requested by the Department, the Contractor and the Department shall meet as needed (As-Needed Meetings).
 - 3.2.11.2. As-needed meetings shall be conducted either in person or virtually, as approved in advance by the Department.
 - 3.2.11.2.1. Contractor shall provision Google compatible accounts for all Colorado dedicated staff, as needed, for instant messaging and to facilitate virtual meetings as defined by the Department.
 - 3.2.11.2.2. The Parties shall hold meetings, including in person or virtual meetings, at times and locations agreed upon by the Parties.
 - 3.2.11.3. Contractor shall ensure that the staff who attend the As-Needed Meetings have the authority to represent and make decisions on behalf of the Contractor with respect to Project Issues such as work planning, problem resolution, and program development.
- 3.2.12. Project Status Meetings
 - 3.2.12.1. Contractor shall attend, facilitate, and participate, as mutually agreed upon by the Parties, in Project Status Meetings with the Department, MES Vendors, or any combination thereof.

4. PROJECT MANAGEMENT REQUIREMENTS

- 4.1. Contractor shall adhere to Department EPMO standards and protocols on all project management activities throughout the life of the Contract. This includes the use of tools and applications, as well as processes. Contractor shall provide written project management recommendations, as identified, to improve processes and efficiencies. Contractor shall work cooperatively with the EPMO and provide written weekly status updates to the Department during all phases of the Contract.
- 4.2. Contractor shall work with the Department to obtain access to the Department's existing and necessary Enterprise-level Project Management plans, processes, standards, and templates.
 - 4.2.1. Deliverable Expectations Document (DED)
 - 4.2.1.1. Contractor shall create a DED for all Contract Deliverables that require Department review and approval.
 - 4.2.1.2. Each DED shall, at a minimum, include all of the following:
 - 4.2.1.2.1. Traceability (RTM) to all Deliverables identified in this SOW.

- 4.2.1.2.2. Department-approved standards and format, and an outline format for all Deliverables.
- 4.2.1.2.3. The type of document (e.g., PDF, PowerPoint, Word Document) in which each Deliverable shall be provided.
- 4.2.1.2.4. Identification of when the information contained in the DED will be implemented.
- 4.2.1.3. DELIVERABLE: DED (DEL PM 1.1)
- 4.2.1.4. DUE: As identified in the approved Project Schedule
- 4.2.2. CCM Project Repository
 - 4.2.2.1. Contractor shall work with the EPMO to establish the CCM Project Repository.
 - 4.2.2.1.1. Contractor shall leverage the existing CCM Project Repository through the current DDI phase.
 - 4.2.2.1.2. Contractor shall define the file structure within the CCM Project Repository using the existing repository as a template.
 - 4.2.2.1.3. All Project documents, including draft documents and Work Products, and Project Artifacts shall be saved in the CCM Project Repository.
 - 4.2.2.1.4. Contractor shall provide access to Department approved users, as defined by the Department and communicated to the Contractor, to the CCM Project Repository on demand.
- 4.2.3. Project Management Plan
 - 4.2.3.1. Contractor shall develop and submit for Department approval a Project Management Plan that uses a standard methodology, which defines how Contractor will manage all aspects of the Contract that affect price, schedule, performance (scope and quality), risk/issues/opportunities, and applicable resources. The plan shall include, at a minimum:
 - 4.2.3.1.1. Approach for executing monitoring and controlling the project
 - 4.2.3.1.2. Approach for managing resources and training
 - 4.2.3.1.3. Approach for managing communication and reporting
 - 4.2.3.1.4. Approach for managing scope, schedule, and cost
 - 4.2.3.1.5. Approach to managing risk and project issues
 - 4.2.3.1.6. Approach to managing changes
 - 4.2.3.1.7. Approach to configuration management
 - 4.2.3.1.8. Deliverable review and acceptance procedures
 - 4.2.3.1.9. Systems Development Life Cycle approach
- 4.2.4. Contractor shall identify project management tools to be used for project management and contract management to track and monitor performance. All tools shall require Department EPMO approval.
- 4.2.5. All components of the Master Project Management Plan are set forth in detail below within this Section 4.2. Contractor shall create and maintain a Master Project Management Plan that contains, at minimum, the following:

4.2.6. Communications Management Plan

- 4.2.6.1. Contractor shall deliver to the Department for review and approval a Communications Management Plan.
- 4.2.6.2. At a minimum, the Communications Management Plan shall include all of the following:
 - 4.2.6.2.1. General communication protocols.
 - 4.2.6.2.2. General management processes.
 - 4.2.6.2.3. Contractor's approach to meeting the communication requirements throughout the Term of the Contract.
 - 4.2.6.2.4. Contractor's approach to maintaining telephone and email contact with the Department's assigned Division Director and other designated staff on at least a weekly basis throughout the Term of the Contract.
 - 4.2.6.2.5. Contractor's approach to maintaining daily contact with the Department during critical transition and operational readiness phases, as appropriate.
 - 4.2.6.2.6. Identification of compliance with PMBOK standards.
 - 4.2.6.2.7. Identification of the purpose or goals of the Communications Management Plan.
 - 4.2.6.2.8. Identification of information that will be shared with Stakeholders.
 - 4.2.6.2.9. Identification of stakeholders and schedule of frequency to share information.
 - 4.2.6.2.10. The Quarterly Milestone reporting schedule.
 - 4.2.6.2.11. The trigger mechanism for initiating the Dispute Process (e.g., formal letter, email, phone contact).
 - 4.2.6.2.12. For decision management, the strategy for how Contractor shall distribute a Project decision log to the Department.
 - 4.2.6.2.12.1. The decision log shall track key decisions that may have an MES impact or Project impact.
 - 4.2.6.2.12.2. At a minimum, the decision log must include the date, description, rationale, alternatives, expected impact, contributors, and approval signature.
 - 4.2.6.2.13. An identification of:
 - 4.2.6.2.13.1. The Project Stakeholders and their roles.
 - 4.2.6.2.13.2. The frequency and breadth of communications between Contractor and the Department, Existing Vendors, and the Department's MES Vendors.
 - 4.2.6.2.13.3. The method of communications between Contractor and the Department, Existing Vendors, and the Department's MES Vendors.
 - 4.2.6.2.13.4. The individuals responsible for Contractor's communications, including the identification of valid and after-hour contact information.
 - 4.2.6.2.13.5. Contractor's review and approval process, including the identification of a process for facilitating the Department's review of each Deliverable outline and draft documents to have a common understanding of purpose and content of documentation prior to final delivery.

- 4.2.6.2.13.6. Identification of software emergency patch communication procedures and processes and a timeframe for software emergency patches.
- 4.2.6.2.14. Contractor shall apply software emergency patches within the timeframe identified and approved in the Communications Plan.
 - 4.2.6.2.14.1. Contractor shall provide written notification to the Department and affected MES Vendors regarding all software emergency patches.
 - 4.2.6.2.14.2. The software emergency patch notification shall identify the nature of the software emergency patch that must be applied and the process the Contractor and any MES Vendor, if applicable, shall use to implement the software emergency patch.
- 4.2.6.2.15. Identification of when the CCM Communications Management Plan will be implemented.
- 4.2.6.3. WORK COMPONENT: Communication Management Plan (Part of DEL PM 1.2, PMP)
- 4.2.6.4. DUE: As identified in the approved Project Schedule
- 4.2.7. Documentation Management Plan
 - 4.2.7.1. Contractor shall develop a Documentation Management Plan.
 - 4.2.7.1.1. The Documentation Management Plan shall include, at a minimum, all of the following:
 - 4.2.7.1.1.1. Approach to support Project continuity.
 - 4.2.7.1.1.2. Retention period for document reference and retrieval.
 - 4.2.7.1.1.3. Process for the Department to use for purposes of retrieving documents.
 - 4.2.7.1.1.4. Knowledge repository for Project-related documents.
 - 4.2.7.1.1.5. Document management standards, procedures, processes, and tools.
 - 4.2.7.1.1.6. Adherence to the Centers for Medicaid and Medicare Services (CMS) Documentation Standard.
 - 4.2.7.1.1.7. Maintenance of a CCM Project Repository throughout the Term of the Contract.
 - 4.2.7.1.1.8. Approach to establishing the CCM Project Repository.
 - 4.2.7.1.1.9. The timeline of when the information contained in the Documentation Management Plan will be implemented.
 - 4.2.7.2. WORK COMPONENT: Documentation Management Plan (Part of DEL PM 1.2 PMP)
 - 4.2.7.3. DUE: As identified in the approved Project Schedule
- 4.2.8. Resource Management Plan and Organizational Structure
 - 4.2.8.1. Contractor shall develop a Resource Management Plan and Organizational Structure.
 - 4.2.8.1.1. The Resource Management Plan and Organizational Structure shall include, at a minimum, all of the following:
 - 4.2.8.1.1.1. Key Personnel and other staffing considerations are noted in Exhibit E of this document.

- 4.2.8.1.1.2. Information relating to Contractor's Subcontractors, as set forth in Exhibit E.
- 4.2.8.1.1.3. Position descriptions and titles.
- 4.2.8.1.1.4. Required education, training, licensure, and certification for all identified positions.
- 4.2.8.1.1.5. Required experience for all identified positions.
- 4.2.8.1.1.6. Specific skills or knowledge required to fulfill the described positions.
- 4.2.8.1.1.7. Percent each position is allocated to this Contract.
- 4.2.8.1.1.8. Contractor's approach to human resource management and management of staffing requirements.
- 4.2.8.1.1.9. Process for replacing key personnel.
- 4.2.8.1.1.10. Contractor's process for resource planning and reporting, including the identification of current staffing levels and staffing needs for the Work.
- 4.2.8.1.1.11. The identification of any Personnel vacancies among Key Personnel and Other Personnel.
- 4.2.8.1.1.12. The identification of when the information contained in the Resource Management Plan and Organizational Structure will be implemented.
- 4.2.8.2. WORK COMPONENT: Resource Management Plan and Organizational Structure (Part of DEL PM 1.2, PMP)
- 4.2.8.3. DUE: As identified in the approved Project Schedule.
- 4.2.9. Risk and Issue Management Plan
 - 4.2.9.1. Contractor shall develop and submit for Department approval a Risk Management Plan that describes how risks are identified, analyzed, mitigated, communicated, and solutions to identified risks are effectively executed throughout the life of the contract.
 - 4.2.9.1.1. The Risk and Issue Management Plan shall include, at a minimum, all of the following:
 - 4.2.9.1.1.1. Identify the process and procedure Contractor uses to identify and document Risks and Issues
 - 4.2.9.1.1.2. Identify the process and procedure Contractor uses to analyze Risks and Issues
 - 4.2.9.1.1.3. Identify the process and procedure Contractor uses to mitigate Risks and Issues
 - 4.2.9.1.1.4. Identify the process and procedure Contractor uses to manage realized Risks as an Issue
 - 4.2.9.1.1.5. Identify the process and procedure Contractor uses to monitor and communicate Risks and Issues to the Department and, as applicable, to other Department Stakeholders
 - 4.2.9.1.1.6. The solutions Contractor utilizes to address identified Risks and Issues.
 - 4.2.9.1.1.7. The Risk response plan that shall identify:
 - 4.2.9.1.1.7.1. The Risks that should be avoided
 - 4.2.9.1.1.7.2. The Risks that should be transferred

- 4.2.9.1.1.7.3. The Risks that should be mitigated
- 4.2.9.1.1.7.4. The Risks that should be accepted
- 4.2.9.1.1.8. Descriptions of the Issue Resolution Plan for each Issue
- 4.2.9.1.1.9. The timeline of when the information contained in the Risk and Issue Management Plan will be implemented.
- 4.2.9.2. WORK COMPONENT: Risk and Issue Management Plan (Part of DEL PM 1.2 PMP)
- 4.2.9.3. DUE: As identified in the approved Project Schedule.
- 4.2.10. Change Management Plan
 - 4.2.10.1. Contractor shall develop and submit to the Department for approval in collaboration with the EPMO, a Change Management Plan that addresses and defines processes for managing changes to the project. These processes shall include, but are not limited to, the processes to do all the following:
 - 4.2.10.1.1. Manage Change Requests, including but not limited to system changes, system tools, configuration and customization, and COTS product implementations.
 - 4.2.10.1.2. Proposed SDLC approach
 - 4.2.10.1.3. Proposed methodology for change prioritization and release scheduling
 - 4.2.10.1.4. Proposed methodology for documenting a change and seeking Department approval
 - 4.2.10.1.5. Identify business needs from the Department and its designees, as directed by the Department
 - 4.2.10.1.6. Identify and document changes in schedule, scope of work and/or project budget
 - 4.2.10.1.7. Develop formal amendment or Option Letter to this Contract for any change in the scope of work that requires additional funding beyond that shown in this Contract or explicitly modifies a requirement contained in this Contract
 - 4.2.10.1.8. Identify and document changes in business process definition
 - 4.2.10.1.9. Identify and document changes in federal or State regulatory change support
 - 4.2.10.1.10. Identify and document changes to the budget and procurement activities
 - 4.2.10.1.11. Identify and document changes to the system documentation as needed
 - 4.2.10.1.12. Manage changes in Configuration and Customization, including Configuration Management as defined in industry terms
 - 4.2.10.1.13. Manage changes in training needs
 - 4.2.10.1.14. Manage changes to data and/or additions to Department identified data
 - 4.2.10.1.15. Manage changes in data policy and governance
 - 4.2.10.1.16. Implement any changes only upon receiving Department approval of those changes
 - 4.2.10.1.17. Obtain Department review and approval of all updates to the CCM Change Management Plan and materials prior to use
 - 4.2.10.1.18. Manage processes to track and communicate all changes, even if they do not require a formal change request

- 4.2.10.2. The Change Management Plan shall be implemented once approved and Contractor shall adhere to the processes included in the plan.
- 4.2.10.3. WORK COMPONENT: Change Management Plan (Part of DEL PM 1.2 PMP)
- 4.2.10.4. DUE: As identified in the approved Project Schedule.
- 4.2.11. Quality Management Plan
 - 4.2.11.1. Contractor shall develop and submit to the Department for approval a Quality Assurance Control/Quality Management Plan, updated and delivered twice per year, by business activity to address the needs and specific opportunities for quality improvement throughout the Contract period. The Quality Assurance Control/Quality Management Plan should reflect Contractor's experience and resolve toward:
 - 4.2.11.1.1. Methodology for maintaining quality of the code, workmanship, project schedules, Deliverables, and Subcontractor(s) activities.
 - 4.2.11.1.2. Quality in systems configuration, enhancement, testing, implementation, and post implementation verification.
 - 4.2.11.1.3. Process design and staff training.
 - 4.2.11.1.4. Performance standards development and measurement.
 - 4.2.11.1.5. Customer satisfaction measurement and analysis.
 - 4.2.11.1.6. CCM Operational processes and outcomes.
 - 4.2.11.2. WORK COMPONENT: Quality Management Plan (Part of DEL PM 1.2 PMP)
 - 4.2.11.3. DUE: As identified in the approved Project Schedule.
- 4.2.12. Deliverable Management Plan
 - 4.2.12.1. Contractor shall develop a Deliverable Management Plan to define processes and maintenance procedures for the review and approval of all CCM Project Deliverables.
 - 4.2.12.1.1. The Deliverable Management Plan shall include, at a minimum, all of the following:
 - 4.2.12.1.1.1. Contractor's Deliverables management approach.
 - 4.2.12.1.1.2. The definition of timely submissions, including review and approval of CCM Project Deliverables.
 - 4.2.12.1.1.3. The process by which Contractor tracks Deliverables.
 - 4.2.12.1.1.4. Version control and tracking of Deliverables.
 - 4.2.12.1.1.5. Quality assurance.
 - 4.2.12.1.1.6. EPMO feedback and recommendations coordination process.
 - 4.2.12.1.1.7. The Department's approval and written signoff of CCM Project Deliverables.
 - 4.2.12.1.1.8. Change control procedures.
 - 4.2.12.1.1.9. The identification of changes, as applicable.
 - 4.2.12.1.1.10. The timeline of when the information contained in the Deliverable Management Plan will be implemented.
 - 4.2.12.2. WORK COMPONENT: Deliverable Management Plan (Part of DEL PM 1.2 PMP)

- 4.2.12.3. DUE: As identified in the approved Project Schedule.
- 4.2.13. Schedule Development and Maintenance Procedures.
 - 4.2.13.1. Contractor shall develop Schedule Development and Maintenance Procedures.
 - 4.2.13.1.1. The Schedule Development and Maintenance Procedures shall include, at a minimum, all of the following:
 - 4.2.13.1.1.1. Contractor's approach to developing the CCM Project Schedule
 - 4.2.13.1.1.2. Contractor's approach to complying with EPMO schedule maintenance procedures in relation to all MES Modules
 - 4.2.13.1.1.3. Contractor's approach to maintaining transparency of schedule changes and process of communicating to the Department
 - 4.2.13.1.1.4. Information regarding the implementation of the activities contained in the Schedule Development and Maintenance Procedures
 - 4.2.13.1.2. Contractor shall develop PMBOK-based and PMBOK-compliant Schedule Development and Maintenance Procedures for the development and maintenance of the Project Schedule to be utilized to validate the accuracy and timing of the progress of the Project.
 - 4.2.13.1.3. Contractor shall develop, publish to the Project Repository.
 - 4.2.13.1.4. Contractor shall apply the Department-approved Schedule Development and Maintenance Procedures to assure the proper development and maintenance of the CCM Project Schedule.
 - 4.2.13.2. Contractor may create and maintain additional information within the Master Project Management Plan, if needed and as mutually agreed upon by the Parties.
 - 4.2.13.3. Contractor shall deliver one CCM Master Project Management Plan to the Department for review and approval upon completion of all components outlined in this Section 4.3. Contractor shall not use any part or component of the CCM Master Project Management Plan prior to the Department's approval, unless the Department has provided its contingent approval of any part of the CCM Master Project Management Plan.
 - 4.2.13.4. DELIVERABLE: Master Project Management Plan (DEL PM 1.2 PMP)
 - 4.2.13.5. DUE: Within 30 Business Days of the Contract Execution Date
- 4.2.14. Project Schedule
 - 4.2.14.1. Contractor shall develop a Project Schedule for the purpose of identifying project tasks and activities.
 - 4.2.14.1.1. The Project Schedule shall include all of the following:
 - 4.2.14.1.1.1. The identification of tasks included in the Work set forth in the Contract for which Contractor is responsible.
 - 4.2.14.1.1.2. The identification of tasks included in the Work set forth in the Contract for which the Department is responsible.
 - 4.2.14.1.1.3. A portfolio-level schedule that includes all Project tasks and activities.
 - 4.2.14.1.1.4. Schedule maintenance protocols.

- 4.2.14.1.1.5. Baseline schedule dates.
 - 4.2.14.1.1.6. Anticipated Deliverable due dates.
 - 4.2.14.1.1.7. Anticipated Milestone completion dates.
 - 4.2.14.1.2. The Project Schedule shall be created and maintained in MS Project.
 - 4.2.14.1.3. The CCM Project Schedule shall provide information regarding adherence to all schedule guidelines necessary to validate the accuracy of timeframes.
 - 4.2.14.2. DELIVERABLE: Project Schedule (DEL PM 1.3)
 - 4.2.14.3. DUE: Within 20 Business Days of the Contract Execution Date
 - 4.2.15. Organizational Change Management (OCM) Plan
 - 4.2.15.1. Contractor shall develop an OCM Plan.
 - 4.2.15.1.1. At a minimum, the OCM Plan shall align to Department standard processes and shall include all of the following:
 - 4.2.15.1.1.1. The way in which the OCM activities will be incorporated into the CCM Project Schedule, which will be tracked to Project completion.
 - 4.2.15.1.1.2. OCM strategies and tactical steps that address, at a minimum, all of the following:
 - 4.2.15.1.1.2.1. Best practices, such as Prosci® and the Awareness, Desire, Knowledge, Ability, Reinforcement (ADKAR) model.
 - 4.2.15.1.1.2.2. Methods to evaluate effectiveness of OCM activities
 - 4.2.15.1.1.2.3. Mentoring
 - 4.2.15.1.1.2.4. Job shadowing, including opportunities to promote equity, diversity, and inclusion
 - 4.2.15.1.1.2.5. Collaborative question and answer sessions
 - 4.2.15.1.1.2.6. Leveraging role-based, hands-on training and end-user training on all tools, dashboards, and reporting through the Term of the Contract
 - 4.2.15.1.1.2.7. The identification of when information in the OCM Plan will be implemented
 - 4.2.15.1.1.2.8. The OCM Plan should be updated for each of the improvement to be implemented
 - 4.2.15.2. DELIVERABLE: OCM Plan (DEL PM 1.4)
 - 4.2.15.3. DUE: As identified in the approved Project Schedule
- 4.2.16. Business Continuity and Disaster Recovery Plan
 - 4.2.16.1. Contractor shall create a Business Continuity and Disaster Recovery Plan that Contractor will follow in order to continue operations after a Disaster or a Business Interruption. The Business Continuity and Disaster Recovery Plan shall include, but is not limited to, all of the following:
 - 4.2.16.2. How Contractor will replace staff that are lost or unavailable during or after a Business Interruption so that the Work is performed in accordance with the Contract.

- 4.2.16.3. How Contractor will back-up all information necessary to continue performing the Work, so that no information is lost because of a Business Interruption.
- 4.2.16.4. The plan shall also include how Contractor will make all information available at its back-up facilities.
- 4.2.16.5. The plan shall also include how Contractor will ensure no greater than 5 minutes of Committed Transaction data is lost during a Disaster or Business Interruption.
- 4.2.16.6. How Contractor will maintain complete back-up copies of all data, databases, operating programs, files, systems, and software pertaining to enrollment information at a Department-approved, off-site location.
- 4.2.16.7. How Contractor will minimize the effects on Members of any Business Interruption.
- 4.2.16.8. How Contractor will communicate with the Department during the Business Interruption and points of contact within Contractor's organization the Department can contact in the event of a Business Interruption.
- 4.2.16.9. Planned long-term back-up facilities out of which Contractor can continue operations after a Disaster.
- 4.2.16.10. The time period it will take to transition all activities from Contractor's regular facilities to the back-up facilities after a Disaster.
- 4.2.16.11. Contractor shall annually test its processes and procedures to ensure compliance with the requirements of the CCM Business Continuity and Disaster Recovery Plan and affirm such compliance to the Department.
- 4.2.16.12. DELIVERABLE: Business Continuity and Disaster Recovery Plan (DEL PM 1.5)
- 4.2.16.13. DUE: As identified in the approved Project Schedule
- 4.2.17. Training Plan
 - 4.2.17.1. Contractor shall develop a CCM Training Plan, submitted for Department approval, that is updated and delivered annually, which includes:
 - 4.2.17.1.1. Training approach
 - 4.2.17.1.2. Training methodologies (face-to-face, online, webinar, other)
 - 4.2.17.1.3. Process for identifying training needs
 - 4.2.17.1.4. Process for communicating and scheduling training
 - 4.2.17.1.5. Training deployment during transition/operational readiness and operations phases
 - 4.2.17.1.6. Commitment to how Contractor will meet the learning needs of the authorized System users.
 - 4.2.17.2. DELIVERABLE: Training Plan (DEL PM 1.6)
 - 4.2.17.3. DUE DATE: As identified in the approved Project Schedule
- 4.2.18. Requirements Traceability Matrix
 - 4.2.18.1. Contractor shall develop a Requirements Traceability Matrix (RTM) via ALM tool to which Contractor shall provide access to the Department.
 - 4.2.18.2. At a minimum, the RTM shall:

- 4.2.18.2.1. Track progress of work to completion
- 4.2.18.2.2. Be maintained by adding, modifying, and removing requirements
- 4.2.18.2.3. Retain historic versions
- 4.2.18.2.4. Track the state (e.g., backlog, in-progress, testing, etc.) for each technical and functional requirement, including Deliverables and Work Components
- 4.2.18.2.5. Trace to test results (e.g., SIT, UAT, etc.)
- 4.2.18.2.6. Trace to Defects and their statuses (e.g., new, resolved, etc.)
- 4.2.18.2.7. Be traceable to features, product releases, and release approvals
- 4.2.18.3. Contractor shall submit an Updated RTM to the Department before executing activities within the RTM for each Enhancement or Modification.
- 4.2.18.3.1. DELIVERABLE: RTM (DEL TR 1.2)
- 4.2.18.3.2. DUE: As identified in the approved Project Schedule

5. CONTRACT MANAGEMENT

5.1. Weekly Reporting

- 5.1.1. Contractor shall develop, support, report (using dashboards), and provide weekly project management reports on the status of the project activities to allow both Contractor and the Department to assess Contract milestones, deliverables, and performance.
- 5.1.2. Contractor shall ensure that the Contractor's staff attend applicable meetings between the Department and Contractor, have the authority to represent and commit the Contractor regarding work planning, problem resolution, and program development.
- 5.1.3. Contractor shall provide written weekly project status reports in a format approved by the Department. The use of real-time dashboard presentations is preferred to allow key metrics to be available in near real time. Weekly reports shall include the status of schedule, performance (quality/scope/technical/operations), defects, risks/issues/opportunities, staffing, change requests, and other pertinent metrics related to System projects.
- 5.1.4. Contractor shall submit the CCM Weekly Project Status Report to the Department no later than Friday close of business each week.
 - 5.1.4.1. DELIVERABLE: Weekly Project Status Report (DEL CM 1.1)
 - 5.1.4.2. DUE: Every week on Friday by 5PM MST

5.2. Monthly Contract Management Report

- 5.2.1. Contractor shall develop and submit to the Department a monthly CCM Contract Management report that includes the following:
 - 5.2.1.1. Progress toward achieving goals stated in the business plan
 - 5.2.1.2. Overall project assessment, such as a summation of the status of Contractor activities by function or unit of the Contractor organization, scope changes, staff turnover and resource planning, and formal communications such as Transmittals and Decision Log entries
 - 5.2.1.3. Achievement of performance standards for the previous month and identification of all performance standards that were not met

- 5.2.1.4. A summary of Contractor activities and key volume indicators, for the month and cumulative to the fiscal year end
- 5.2.1.5. Overview of labor hours spent on enhancement and operational activities
- 5.2.1.6. The Dispute Process trigger mechanism (to submit an item for resolution via the dispute process via letter, email, phone, etc.)
- 5.2.1.7. Other activities necessary for the Department to monitor Contractor activities
- 5.2.2. Contractor shall maintain responsibility to manage all aspects of the Contract that affect price, schedule, performance (scope and quality), risk/issues/opportunities, and applicable resources with transparency and direct communication and as defined in the CCM Communication Management Plan.
- 5.2.3. Contractor shall maintain confidentiality and privacy in regard to information concerning internal policy discussions, contractual issues, price negotiations, State financial information, and advanced knowledge of potential/draft legislation.
- 5.2.4. Contractor shall obtain written permission from the Department before disclosing any privileged information outside of the Department. Obtain information from the appropriate state legal authority before disclosing sensitive/privileged information.
 - 5.2.4.1. DELIVERABLE: Monthly Contract Management Report (DEL CM 1.2)
 - 5.2.4.2. DUE: No later than 7(seven) business days after the end of each calendar month
- 5.3. Business Process Improvement Plan
 - 5.3.1. Contractor shall solicit Department staff participation during initial planning activities for the development of a CCM Business Process Improvement Plan. The Department will provide a complete list of Department staff to include in initial planning activities.
 - 5.3.2. The CCM Business Process Improvement Plan shall include, but not be limited to:
 - 5.3.2.1. Business improvement objectives and action plans for the upcoming year, which shall be mapped back to Department-defined strategic goals.
 - 5.3.2.2. A defined methodology and approach for baselining current state, planning and executing improvements and measuring improvements to Department-defined strategic goals and business objectives.
 - 5.3.2.3. An outline of all major activities, projects, and training planned for the upcoming year, and description of the measurable outcome each item is expected to achieve.
 - 5.3.2.4. A defined approach and commitment to work cooperatively with all Department staff and MES Vendors to ensure success of this Contract.
 - 5.3.2.5. Recommendations for the CCM module in which Contractor believes improvements within can be made based on industry standards, best practices, cost efficiencies, new technologies, trends, and issues in the national private and public sector healthcare marketplace.
 - 5.3.2.6. A summary of lessons learned and process improvements, which shall also include process improvement recommendations for the upcoming year.
 - 5.3.2.7. An evaluation template or scorecard to measure progress and quantifiable improvements against previously approved business objectives throughout the year related to the

Department's strategic goals, business objectives, and other activities defined within the Business Process Improvement Plan.

- 5.3.2.8. A complete list of Risks and Issues that could negatively impact the success of achieving business objectives defined in the CCM Business Process Improvement Plan, which shall also include the Contractor's recommended approach to mitigate and resolve all documented Risks and Issues.
- 5.3.2.9. High-level cost, schedule, and resource estimates for all Contractor recommendations documented within the Business Process Improvement Plan, as applicable.
- 5.3.2.10. The CCM Business Process Improvement Plan shall be a working long-term Contract Deliverable that describes how potential changes to technology and/or architecture could improve operations and achievements of the Department's strategic goals.
- 5.3.2.11. Contractor shall prepare a CCM Business Process Improvement Plan for Department review and approval, using the approved format of the Business Process Improvement Plan DED.
 - 5.3.2.11.1. DELIVERABLE: Business Process Improvement Plan (DEL CM 1.3)
 - 5.3.2.11.2. DUE: As identified in the approved Project Schedule
- 5.3.2.12. After the initial CCM Business Process Improvement Plan is approved, the Contractor shall facilitate semi-annual meetings with Department-defined staff to measure and document improvements, and document new challenges related to technology, architecture, operations, and achievement of the Department's strategic goals.
- 5.3.2.13. On an annual basis, Contractor shall update the Business Process Improvement Plan for Department review and approval.
 - 5.3.2.13.1. DELIVERABLE: Updated Business Process Improvement Plan
 - 5.3.2.13.2. DUE: As identified in the approved Project Schedule, and no later 30 days after the end of each calendar year

6. TRANSITION PHASE

6.1. Transition Plan

- 6.1.1. Develop and submit for Department approval a CCM Transition Plan including, at minimum:
 - 6.1.1.1. Proposed approach to transition
 - 6.1.1.2. Proposed approach for consolidating applicable sections from the Contractor's Turnover Plan into the transition planning activity
 - 6.1.1.3. Tasks and activities for transition
 - 6.1.1.4. Personnel and level of effort in hours
 - 6.1.1.5. Completion date
 - 6.1.1.6. Transition Milestones
 - 6.1.1.7. Entrance and exit criteria
 - 6.1.1.8. Schedule for transition
 - 6.1.1.9. Production program and documentation update procedures during transition

- 6.1.1.10. Readiness walkthrough
- 6.1.1.11. Parallel test procedure
- 6.1.1.12. Training plan and approach
- 6.1.1.13. Interface testing
- 6.1.2. Contractor shall execute the CCM Transition Plan and activities at no additional cost.
- 6.1.2.1. DELIVERABLE: Transition Plan (DEL TR 1.1)
- 6.1.2.2. DUE DATE: As Identified in the approved Project Schedule
- 6.1.3. New Tools and Processes
- 6.1.3.1. Contractor shall implement the following tools that should improve the performance and operations of the system.
- 6.1.3.1.1. Performance Monitoring
- 6.1.3.1.1.1. Contractor shall implement a web-based tool that allow for monitoring performance standards with score-carding.
- 6.1.3.1.1.2. Contractor's solution shall have the following features at a minimum
- 6.1.3.1.1.2.1. Provide authorized users with comprehensive analysis of all aspects of the Department's CCM business operations and other health programs via a user-friendly interface that is easily customized to display key program metrics.
- 6.1.3.1.1.2.2. The tool should be configured to display comparison data against historical periods, calculate variance, and indicate the trend of a metric, either up or down.
- 6.1.3.1.1.3. Contractor shall provide access to the performance monitoring solution to Department approved users, as defined by the Department.
- 6.1.3.1.1.4. Contractor shall provide role-based training to all approved users of the performance monitoring solution.
- 6.1.3.1.1.5. Contractor shall provide a demonstration of the production ready performance monitoring solution.
- 6.1.3.1.2. DELIVERABLE: Production ready instance of the performance monitoring solution (DEL PMS 1.1)
- 6.1.3.1.3. DUE: As identified in the approved Project Schedule
- 6.1.3.1.4. Cloud based DevOps tool
- 6.1.3.1.4.1. Contractor shall implement a cloud-based tool that are utilized for requirements management.
- 6.1.3.1.4.2. The tool should have the following features at a minimum:
- 6.1.3.1.4.2.1. Provided a method by which through this tool, team members manage and track requirements' realization from the ITN stage to testing.
- 6.1.3.1.4.2.2. Traceability reports should be generated out of this tool to ensure designs and tests fully satisfy contract requirements.

- 6.1.3.1.4.2.3. Tool should allow for automation of development processes across distributed environments.
- 6.1.3.1.4.2.4. Process automation, reporting, defect and change tracking, and lifecycle traceability should be easily configurable in the tool.
- 6.1.3.1.4.2.5. The tool should be utilized to manage any changes in scope.
- 6.1.3.1.4.3. Contractor shall provide access to the Cloud based DevOps tool to Department approved users, as defined by the Department.
- 6.1.3.1.4.4. Contractor shall provide role-based training to all approved users of the Cloud based DevOps Tool.
- 6.1.3.1.4.5. Contractor shall provide a demonstration of the production ready Cloud based DevOps Tool.
- 6.1.3.1.5. DELIVERABLE: Production ready instance of the Cloud based DevOps tool (DEL CBT 1.1)
- 6.1.3.1.6. DUE: As identified in the approved Project Schedule
- 6.1.3.1.7. Customer Service Management
 - 6.1.3.1.7.1. Contractor shall implement a cloud-based Customer Service Management (CSM) tool.
 - 6.1.3.1.7.2. Contractor's solution shall provide increased visibility into requests via CSM functionality, monitoring workflow, communication, staff knowledge, documentation management, and configuration changes via standard reporting that includes the aging inventory.
 - 6.1.3.1.7.3. Contractor shall implement a cloud based CSM tool that would allow for an escalation path for workflow tasks to be sent to supervisor or higher-level System users for action.
 - 6.1.3.1.7.4. Contractor shall implement a cloud based CSM tool that would automatically generate follow-up communications according to workflow rules.
 - 6.1.3.1.7.5. Contractor shall implement a cloud based CSM tool that would provide a real-time communications tracking functionality with role-based access to monitor and document system updates, day-to-day business, and exchanges between Contractor(s) and the Department.
 - 6.1.3.1.7.6. Contractor shall provide access to the CSM tool to Department approved users, as defined by the Department.
 - 6.1.3.1.7.7. Contractor shall provide role-based training to all approved users of the CSM tool.
 - 6.1.3.1.7.8. Contractor shall provide a demonstration of the production ready CSM tool.
- 6.1.3.1.8. DELIVERABLE: Production ready instance of the CSM tool (DEL CSM 1.1)
- 6.1.3.1.9. DUE: As identified in the approved Project Schedule

7. TESTING

- 7.1. The requirements below apply to all Contract phases.

- 7.2. Contractor shall maintain responsibility to operate the test environment(s) to allow for the processing of mock data from production to populate claims/encounters with a volume and distribution similar to that of the production system.
- 7.3. Contractor shall maintain test environments to support all required testing activities, which at a minimum should include:
 - 7.3.1. Unit Test
 - 7.3.2. System Test
 - 7.3.3. UAT
 - 7.3.4. Integration
 - 7.3.5. Pre-Production/ Training
 - 7.3.6. Production
 - 7.3.7. Disaster Recovery
 - 7.3.8. Performance/Stress
- 7.4. Contractor shall develop and submit for approval to the Department an CCM Test Plan that describes the Contractor's approach and commitment to all testing, including, but not limited to:
 - 7.4.1. Unit Testing process
 - 7.4.2. System testing process
 - 7.4.3. UAT process
 - 7.4.4. Integration testing process
 - 7.4.5. Pre-Production/Training testing process
 - 7.4.6. Performance/stress testing process
 - 7.4.7. Penetration testing process
 - 7.4.8. Accessibility Testing process
 - 7.4.9. Roles and responsibilities throughout the Testing Phase
 - 7.4.10. Details of when each environment will be provided
 - 7.4.11. Description of the way in which multiple testing tasks or objectives can be conducted in parallel or at the same time within multiple testing environments
 - 7.4.12. Process for submitting, monitoring, and resolving Defects found during testing and assignment of severity and priority levels
 - 7.4.13. Process for tracing test cases to requirements
 - 7.4.14. Process for applying fixes to the System and conducting regression testing of any fixes
 - 7.4.15. Assurance of parity between technical environments
 - 7.4.16. Description of the proposed system or tool for identifying, prioritizing, tracking, fixing, and re-testing System Defects
 - 7.4.17. Structured promotion of functionality to subsequent testing levels

- 7.4.18. Summary of testing tools used throughout the Testing Phase, including the approach to defining test cases that are representative of actual cases
- 7.4.19. Testing of recovery processes and/or component outages/failures
- 7.5. Contractor shall maintain responsibility to test all System changes and Enhancement functionality through test environments that mirror production functionality.
- 7.6. Contractor shall provide an automated testing process for System changes and Enhancements.
- 7.7. Contractor shall provide an automated defect tracking process for System changes and Enhancements.
- 7.8. Contractor shall provide access to System environments and tools to Department authorized users.
- 7.9. Contractor shall develop and submit for Department approval, entrance and exit criteria for testing sub-phases. Any changes to entrance and exit criteria requires written approval by the Department.
- 7.10. Contractor shall design, document, and execute detailed test cases for each sub-phase of testing. Test cases should include identifications, detailed steps, expected results, and actual results (where appropriate).
- 7.11. Contractor shall ensure that test data is deidentified.
- 7.12. Contractor shall submit all Test Results and testing metrics for each test sub-phase to the Department that includes, at minimum:
 - 7.12.1. Summary of testing results
 - 7.12.2. Pass/Failure Rate
 - 7.12.3. Defect IDs and severity level of failed test cases
 - 7.12.4. Proposed resolution for identified defects
 - 7.12.5. Contractor shall perform regression testing for all identified defects, as directed by the Department, and provide regression testing results
 - 7.12.6. Contractor shall ensure alignment to the CMS Testing Guidance Framework.
 - 7.12.7. Approach to ensuring all testing environments are available 99.9% of the time during scheduled testing activities.
 - 7.12.7.1. DELIVERABLE: Test Plan (DEL TS 1.1)
 - 7.12.7.2. DUE: As identified in the approved Project Schedule
- 7.13. Operational Readiness
 - 7.13.1. Contractor shall maintain responsibility for ensuring System access is in place, including passwords, prior to demonstration of operational readiness.
 - 7.13.2. Contractor shall maintain and update the training environment with training data to use during transition and operational readiness activities.
 - 7.13.3. Contractor shall demonstrate alignment between organizational readiness and operational readiness.

7.13.4. Contractor shall prepare and submit for Department approval a final Operational Readiness Assessment Document, including results of testing, implementation of system improvements made as part of transition, and an assessment of the final operational readiness of Contractor.

7.13.4.1. DELIVERABLE: Operational Readiness Assessment Document (DEL TS 1.2)

7.13.4.2. DUE: As identified in the approved Project Schedule

8. OPERATION AND MAINTENANCE

8.1. Contractor shall provide dedicated staff to perform operations and maintenance of the System throughout the life of the Contract, and without utilizing billable enhancement hours.

8.2. Contractor shall provide Steady State Operation and Maintenance Base Services which include the services listed below:

8.2.1. Dedicated resources to monitor and review the HCPF MedCompass installation.

8.2.2. Participation in HCPF required operations and planning discussions related to MedCompass CCM including but not limited to:

8.2.2.1. HCPF Status Reporting

8.2.2.2. Ongoing Operations

8.2.3. Communication / Coordination with 3rd party vendors within the HCPF ecosystem

8.2.4. Project Management

8.2.5. Change Management – Work Estimation and impact Analysis, in the process of supporting mutually agreed upon new work.

8.2.6. Monitoring of CCM specific assets which have been developed and deployed within the CCM system

8.2.6.1. CCM configurations

8.2.6.2. CCM interfaces

8.2.6.3. CCM reports

8.2.7. Crosswalk review of new MedCompass features and capabilities in conjunction with HCPF CCM assets to determine changes and features which will be leveraged by HCPF.

8.3. Systems Operations and Maintenance Plan

8.3.1. Contractor shall develop and submit to the Department for approval, an electronically available System Operations and Maintenance Plan to address the following:

8.3.1.1. Monitoring of daily performance of the System

8.3.1.2. Updates, patches, licenses, and repairs to components of the production, test, training, UAT, and all other accessible environments including but not limited to:

8.3.1.2.1. Hardware

8.3.1.2.2. Operating systems

8.3.1.2.3. Database systems

8.3.1.2.4. Application and other software

8.3.1.2.5. Utilities for Systems, database, software, communications

- 8.3.1.2.6. Voice, video, data communication lines
- 8.3.1.2.7. Communications software
- 8.3.1.2.8. Drivers
- 8.3.1.2.9. Configurations
- 8.3.1.3. Plan for maintaining security on a database, network, and individual authorized System user level including maintenance of authorized System user accounts.
- 8.3.1.4. Upgrades shall be performed on all applications, server and system software to assure they remain in support and/or are a minimum of one release behind current (N-1).
- 8.3.1.5. Contractor shall provide System documentation, including end-user and system administrator documentation.
- 8.3.1.6. Contractor shall provide Updated Procedures and System Documentation, as part of the system change request project close-out process, and no less than annually for regular maintenance and operations.
- 8.3.1.7. Contractor shall provide updated Contractor staffing model for the Operations Phase.
- 8.3.1.8. Contractor shall publish a System Software Version Release Schedule and provide updates to the Department as requested.
- 8.3.1.9. Contractor shall establish, maintain and publish a production maintenance calendar, including a schedule of planned maintenance windows, planned upgrades and release windows.
- 8.3.1.10. Contractor shall provide secure means for the Department to report problems, questions, or System problems while safely exchanging PHI/PII, as required.
- 8.3.1.11. DELIVERABLE: System Operations and Maintenance Plan (DEL O&M 1.1)
- 8.3.1.12. DUE DATE: As identified in the approved Project Schedule
- 8.3.2. Contractor shall perform ongoing risk mitigation according to risk management plan throughout the operations and maintenance phase.
- 8.3.3. Contractor shall meet or exceed all operations quality standards as described in the final Exhibit J.6 SLA throughout the life of the contract.
- 8.4. Help Desk Support Plan
 - 8.4.1. Contractor shall develop and maintain a Help Desk Support Plan which addresses, at minimum:
 - 8.4.1.1. Available support services and proposed Help Desk staffing model that will ensure the Contract performance expectations are met.
 - 8.4.1.2. Approach for managing support based on request response time requirements relative to issue complexity and severity.
 - 8.4.1.3. Approach for leveraging incident and problem management to continuously improve system availability, reliability and user experience.
 - 8.4.1.4. Internal Contractor policies to ensure Protected Health Information (PHI), Personally Identifiable Information (PII) and other Department or client data is only shared with appropriate staff

- 8.4.1.5. After-hour contact and problem reporting process.
- 8.4.2. Contractor shall maintain responsibility to perform defect identification, tracking, and corrections.
- 8.4.3. Contractor shall offer a solution to providing online end user and System Administrative Documentation that includes information on System panels, workflows, data fields, reports, and tables, and that includes tutorials, troubleshooting guides, HELP function and is specifically developed for end user.
- 8.4.4. Contractor shall offer a solution for providing a searchable library, with highly flexible search criteria to enable an authorized System user to access needed information in policy manuals, training material, implementation memos, and all necessary help functions.
 - 8.4.4.1. DELIVERABLE: Help Desk Support Plan (DELO&M 1.2)
 - 8.4.4.2. DUE DATE: As identified in the approved project schedule
- 8.4.5. O&M Enhancements
 - 8.4.5.1. Contractor shall manage Enhancements as projects, utilizing a Department approved change management process and SDLC methodology.
 - 8.4.5.2. Contractor shall document and maintain a list of all proposed Enhancement project ideas for comprehensive tracking, prioritization, and backlog reporting.
 - 8.4.5.3. Contractor shall provide a monthly report of all open Enhancement projects, which shall include aging reports.
 - 8.4.5.4. Contractor shall demonstrate operational readiness, prior to implementing the Enhancement project into production. The key steps for Operational readiness are listed in Section 7.13.
 - 8.4.5.5. Modification Enhancement Hours
 - 8.4.5.5.1. Contractor shall provide Modification Enhancement Hours to the Department for the purpose and utilization of having Contractor provide Consultative Support Services involving Integration modifications, changes, and Enhancements related to the CCM Solution for Projects defined in mutually agreed upon Change Requests.
 - 8.4.5.5.2. At the beginning of each Contract Year, the Parties shall mutually agree upon and designate categories of staffing and/or skill from within the labor categories for which applicable hourly rates are set forth in Exhibit C that the Department may access via the use of Modification Enhancement Hours set forth in mutually agreed upon Change Requests that are envisioned for such Contract Year.
 - 8.4.5.5.3. For Change Requests, including Enhancements, as defined in Exhibit E, Section 2.2.16, Contractor shall work with the Department to refine the scope of work during discovery and design, evaluate the Project Enhancement, and reprioritize if determined by the Department.
 - 8.4.5.5.3.1. For any Change Request submitted by the Department, Contractor shall provide its initial change request proposal based on the information provided by the Department for the proposed total hours and type of resources needed to complete the Plans, Documents, Deliverables or Work Components for the Change Request. As part of Contractor's initial change request proposal, Contractor shall propose a threshold dollar value based on the initial change request proposal,

which, if exceeded, would require Department approval for Contractor to continue work and invoice the Department above such threshold.

- 8.4.5.5.3.2. Upon approval by the Department of Contractor’s initial change request proposal, including the threshold above the proposal, Contractor can start the work on the Change Request and can invoice the Department and the Department will pay Contractor based on the hourly rates applicable to the SFY in which the Modification and Enhancement Work is being performed.
- 8.4.5.5.3.3. Unless the Change Request as approved by both parties expressly removes the requirement, at the end of the Conceptual Design of the Change Request, Contractor will submit a Requirements Traceability Matrix and a Conceptual Design Document, and a revised Change Request proposal for the proposed total hours for the type of resources needed to complete the Plans, Documents, Deliverables or Work Components for the Change Request.
- 8.4.5.5.3.4. If Contractor determines that it will require more than the dollar threshold above the most recent, approved change request proposal for a Project, including any hours added due to changes in circumstances or additional requirements provided by the Department, then Contractor shall notify the Department of the need for extra hours and provide a description of why additional hours are needed and the amount of such additional hours with a revised proposed amount to complete the work described in the Change Request. The Department will review the request and, if the request due to changes in circumstances, information not reasonably known to Contractor at the time of the prior estimate or additional requirements provided by the Department, either approve the request or notify Contractor that Contractor is requested to stop further work on the Project and provide the Department with any work in process completed as of the notification from the Department to stop work. If additional hours are needed because of Contractor’s errors in calculating the amount of the prior estimate proposal or due to another cause solely within Contractor’s or a Subcontractor’s control, as documented in writing by the Department to Contractor, then Contractor shall complete the Work in the Change Request, regardless of the hours needed, but may only invoice for the number of hours included in the most recent, Department approved change request proposal.
- 8.4.5.5.3.5. Under all circumstances, Contractor shall invoice the Department at the end of each month in which Modification and Enhancement Work is performed for the preceding month and the Department will pay Contractor monthly for all hours performed prior to the Department notifying Contractor to stop work on a Project up to the dollar threshold above the most recent, Department approved proposal.

8.4.6. Contract Turnover Plan

- 8.4.6.1. Contractor shall develop a CCM Contract Turnover Plan that addresses all requirements, steps, timelines, Milestones, Deliverables, and Work Components, which shall include but not be limited to including System subscriptions, such as AWS subscriptions, business logic, and data, necessary to fully transition the Work described in the Contract from Contractor to the Department or to another contractor selected by the Department to be the contractor after the termination of the Contract. Contractor shall perform the turnover tasks at no additional cost to the Department.

- 8.4.6.1.1. The Contract Turnover Plan shall include, at a minimum, all of the following:
 - 8.4.6.1.1.1. Approach to transition.
 - 8.4.6.1.1.2. Approach for conducting a knowledge transfer from the Contractor to a new contractor selected by the Department.
 - 8.4.6.1.1.3. Approach to consolidate applicable sections from the Contractor’s Contract Turnover Plan into the transition planning activity.
 - 8.4.6.1.1.4. The identification of an individual to act as Contractor’s closeout coordinator.
 - 8.4.6.1.1.5. Processes by which Contractor’s closeout coordinator shall complete the following tasks:
 - 8.4.6.1.1.5.1. Manage the fulfillment of all requirements of the Contract Turnover Plan for purposes of verifying that all requirements of the Contract Turnover Plan are completed in compliance with the Contract Turnover Plan.
 - 8.4.6.1.1.5.2. Manage the fulfillment of all steps required by the Contract Turnover Plan for purposes of verifying that all steps required by the Contract Turnover Plan are completed in compliance with the Contract Turnover Plan.
 - 8.4.6.1.1.5.3. Manage the fulfillment of the timelines set out in the Contract Turnover Plan for purposes of verifying that all timelines set out in the Contract Turnover Plan are maintained in compliance with the Contract Turnover Plan.
 - 8.4.6.1.1.5.4. Manage the fulfillment of the Milestones identified in the Contract Turnover Plan for purposes of verifying that the Milestones identified in the Contract Turnover Plan are achieved in compliance with the Contract Turnover Plan.
 - 8.4.6.1.1.5.5. Manage the development of all Deliverables and Work Components identified in the Contract Turnover Plan for purposes of verifying the Deliverables and Work Components identified in the Contract Turnover Plan are completed in compliance with the Contract Turnover Plan.
 - 8.4.6.1.1.6. The identification of when the information contained in the Contract Turnover Plan will be implemented.
 - 8.4.6.1.1.7. Contractor shall deliver and maintain online access throughout the Term of the Contract to all reports, plans, or other documents identified as a Deliverable in this Contract.
- 8.4.6.1.2. Contractor shall work with the Department and any other contractor to minimize the impact of the transition on Stakeholders, Department Staff, and existing MES Vendors.
- 8.4.6.1.3. DELIVERABLE: Contract Turnover Plan (DEL O&M1.3)
- 8.4.6.1.4. DUE: Annually, no later than 30 days after the end of each fiscal year
- 8.4.6.2. Contract Turnover Plan and activities must be completed prior to Contract termination. Should the Contract Turnover Plan and activities not be completed prior to Contractor termination due to the Contractor’s failure to complete the Contract Turnover Plan and activities, the Department may extend the Term of the Contract via an Option Letter for purposes of completing the Contractor Turnover Plan activities.

9. DESIGN DEVELOPMENT AND IMPLEMENTATION (DDI)

9.1. Contractor shall implement the requirements that are defined in Exhibit J in an agile manner.

9.1.1. Sprint Planning

9.1.1.1. Contractor shall develop the Sprint Planning document along with work breakdown structure that follows the capability hierarchy model.

9.1.1.2. Contractor shall establish milestones and capabilities which they will deliver within the next three-month period. These milestones are called Program Increments, or PIs, which are typically completed within eight to twelve weeks. Sprint Planning is completed every quarter to fine tune the next set of capabilities to be delivered.

9.1.1.3. DELIVERABLE: Sprint Planning Document (DEL DDI 1.1)

9.1.1.4. DUE DATE: As identified in the approved project schedule.

9.1.2. User Stories

9.1.2.1. Contractor shall develop User Stories that help understand the system features from a User perspective.

9.1.2.2. Contactor's User Stories shall follow the sprint lifecycle which includes:

9.1.2.2.1. Analyze and enhance acceptance criteria

9.1.2.2.2. Functional design

9.1.2.2.3. Technical design

9.1.2.2.4. Platform build

9.1.2.2.5. Assembly test

9.1.2.2.6. Product test

9.1.2.3. DELIVERABLE: User Stories (DEL DDI 1.2)

9.1.2.4. DUE DATE: As identified in the approved project schedule.

9.1.3. Sprint Review

9.1.3.1. Contractor shall conduct sprint review sessions to demonstrate the completeness of the sprint to the users.

9.1.3.2. Contractor shall conduct Sprint User Acceptance Demo, which would allow for users to approve functionality delivered during each sprint iteration.

9.1.4. Testing

9.1.4.1. Contractor shall develop a comprehensive testing approach and strategy that would include the following types of testing:

9.1.4.1.1. Sprint Level Testing

9.1.4.1.1.1. Unit or Component Testing

9.1.4.1.1.2. System Testing

9.1.4.1.2. Release Level Testing

9.1.4.1.2.1. Integration Testing

9.1.4.1.2.2. Parallel Testing

- 9.1.4.1.2.3. Regression Testing
- 9.1.4.1.2.4. Performance Testing
- 9.1.4.1.2.5. User Acceptance Testing (UAT)
- 9.1.4.1.2.6. Operational Readiness Testing
- 9.1.4.1.2.7. Parallel Testing
- 9.1.4.1.3. UAT
- 9.1.4.1.3.1. Contractor shall allow users a certified system to test before moving the sprint into production.
- 9.1.4.1.3.2. The users shall test the system for complete integration with other systems
- 9.1.4.1.4. DELIVERABLE: Pre-UAT tested system certification (DEL DDI 1.3)
- 9.1.4.1.5. DUE DATE: As identified in the approved project schedule.
- 9.1.5. Implementation/Deployment
- 9.1.5.1. Contractor shall deploy the software into production, after receiving a sign-off from the Department.
- 9.1.5.2. The Quality of the software should meet the minimum standards as described in the Quality plan
- 9.1.5.2.1. DELIVERABLE: Sprint Documents (DEL DDI 1.4)
- 9.1.5.2.2. DUE DATE: As identified in the approved project schedule.
- 9.1.5.2.3. DELIVERABLE: Release Notes (DEL DDI 1.5)
- 9.1.5.2.4. DUE DATE: As identified in the approved project schedule.

10. ENTERPRISE SOLUTION INTEGRATION REQUIREMENTS

10.1. Enterprise Governance

- 10.1.1. Contractor shall adhere to the Department's MES Governance Plan that is managed by the Department's ESI Contractor.
- 10.1.2. Contractor shall participate in the MES Governance boards and councils as defined by the MES Governance Plan, for all data integration activities necessary to operations and functionality of the Contractor's Solution.
- 10.1.3. Contractor shall attend, adhere to, and provide verbal and written input to the MES Governance boards and councils, as requested by the Department.

11. SYSTEM SECURITY PLAN

11.1. Contractor shall develop a System Security Plan.

- 11.1.1. At a minimum, the System Security Plan shall include all of the following:
 - 11.1.1.1. Mission Objectives
 - 11.1.1.2. Mission Statement
 - 11.1.1.3. Concept of Operations
 - 11.1.1.4. Roles and Responsibilities

- 11.1.1.5. Information Technology Environment
- 11.1.1.6. Network Environment, Enclaves, and Perimeters
- 11.1.1.7. Major Applications and Systems
- 11.1.1.8. General Support Systems
- 11.1.1.9. Risk Management.
 - 11.1.1.9.1. Risk Management Methodology
 - 11.1.1.9.2. Risk Assessment Responsibilities
 - 11.1.1.9.3. Risk Assessment Frequency
 - 11.1.1.9.4. Project Life Cycle
 - 11.1.1.9.5. Vendor Management
- 11.1.1.10. Security Program.
 - 11.1.1.10.1. Network and Security Operations Standards
 - 11.1.1.10.2. System and Application Security Standards
 - 11.1.1.10.3. Access Controls
 - 11.1.1.10.4. Change Control and Configuration Management
 - 11.1.1.10.5. Physical Security
 - 11.1.1.10.6. Data Handling and Disposal
 - 11.1.1.10.7. Personnel Security
 - 11.1.1.10.8. Acceptable Use
 - 11.1.1.10.9. Online Privacy
- 11.1.1.11. Incident Warning, Advisory, and Response
 - 11.1.1.11.1. Evaluating Information Security Warnings and Advisories
 - 11.1.1.11.2. Information Security Incident Response Plan Summary
- 11.1.1.12. Security Awareness and Training
 - 11.1.1.12.1. Security Awareness and Training Methodology
 - 11.1.1.12.2. Security Awareness and Training Frequency
 - 11.1.1.12.3. Security Awareness and Training Content Updates
 - 11.1.1.12.4. Self-Assessment
 - 11.1.1.12.5. Metrics and Reporting
 - 11.1.1.12.6. Plan Approval and Maintenance
- 11.1.1.13. The identification of Contractor's processes and policies related to the oversight, assessment, planning, implementation, and compliance with all privacy and security standards and practices implemented by federal, State, or Contractor to the extent the privacy and security standards and practices do not conflict.

- 11.1.1.14. The identification of Contractor's processes and policies related to the coordination of efforts with MES Vendors to monitor for vulnerabilities.
- 11.1.1.15. The identification of Contractor's processes and policies related to assuring that all penetration testing meets approved security requirements.
- 11.1.1.16. The identification of Contractor's processes and policies related to maintaining core capabilities that comply with all federal and State security criteria as set forth by OIT and the U.S Department of Health and Human Services Office for Civil Rights.
- 11.1.1.17. The identification of when the information contained in the System Security Plan will be implemented.
- 11.1.1.18. Contractor shall deliver the System Security Plan to the Department for review and approval. Contractor shall not execute activities within the System Security Plan prior to the Department's approval of that plan.
- 11.1.2. DELIVERABLE: System Security Plan (DEL SC 1.1)
- 11.1.3. DUE: As identified in the approved Project Schedule
 - 11.1.3.1. Contractor shall implement or otherwise perform all tasks, obligations, and responsibilities set forth in the CCM System Security Plan in conformity with the plan after obtaining the Department's approval of that plan.
 - 11.1.3.2. Contractor shall implement the CCM System Security Plan as identified in the Department-approved plan.
 - 11.1.3.3. Contractor shall review, update, and submit a Revised CCM System Security Plan for Department review and approval at least annually and before any implementation. Contractor's annual review shall include an estimate and plan to update the ESI Integration Platform to achieve compliance with new regulations, if applicable. If no changes have occurred, Contractor shall provide a summary report that indicates no changes have occurred.
 - 11.1.3.4. If any change is made to the CCM System Security Plan at any time during the year, Contractor shall submit a Revised CCM System Security Plan to the Department for review and approval prior to implementation of the Revised System Security Plan.
 - 11.1.3.5. DELIVERABLE: Revised System Security Plan (DEL SC 1.2)
 - 11.1.3.6. DUE: As identified in the approved Project Schedule
 - 11.1.3.7. Contractor shall implement or otherwise perform all tasks, obligations, and responsibilities set forth in all Revised CCM System Security Plan(s) in conformity with the plan after obtaining the Department's approval of that plan.

12. INDEPENDENT AUDITOR

12.1. Third-Party Privacy/Security Audits/Assessments

- 12.1.1. Contractor shall pay for a third-party to perform an annual audit or assessment of Contractor's privacy/security control environment.
- 12.1.2. Recommended third-party audits/assessments in order of preference are:
 - 12.1.2.1. HITRUST Risk-Based, 2-Year (r2) Validated Assessment + Certification.

- 12.1.2.2. SOC 2 Type II Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy.
- 12.1.2.3. HITRUST Implemented, 1-Year (i1) Validated Assessment + Certification.
- 12.1.3. In the absence of one of the recommended audit/assessment types, Contractor may propose an equivalent audit/assessment for Department approval.
- 12.1.4. Contractor shall submit the audit/assessment report to the Department along with the following supplemental documentation:
- 12.1.5. A corrective action plan (CAP), plan of action & milestones (POA&M), or other similar document detailing how the Contractor will address and resolve all findings in the audit/assessment report and the timeline for addressing each finding. The action plan shall be subject to Department review and approval.
 - 12.1.5.1. DELIVERABLE: Audit/Assessment Report (DEL SOC 1.2)
 - 12.1.5.2. DUE: As identified in the approved Project Schedule
 - 12.1.5.3. DELIVERABLE: Corrective Action Plan (CAP), plan of action & milestones (POA&M), or other similar document detailing how Contractor will address and resolve all findings in the audit/assessment report and the timeline for addressing each finding. (DEL SOC 1.3)
 - 12.1.5.4. DUE: As identified in the approved Project Schedule

13. CMS GUIDANCE, STANDARDS, CONDITIONS, AND CERTIFICATION REQUIREMENTS

13.1. Certification Management Plan

- 13.1.1. Contractor shall develop a CCM CMS Certification Management Plan.
- 13.1.2. Contractor shall use the CMS Streamlined Modular Certification (SMC) methodology for developing the CMS Certification Management Plan.
- 13.1.3. The CCM Certification Management Plan shall include, at a minimum, all of the following:
 - 13.1.3.1. An outline of the methodology, tools, timeline, and resources required to manage the CMS Certification process for Contractor’s Technology Solution.
 - 13.1.3.2. A plan to ensure compliance to established CMS Certification protocols defined by the EPMO Center of Excellence (CoE).
 - 13.1.3.3. A plan to attend all Certification-related meetings, as defined by the Department and communicated to the Contractor.
 - 13.1.3.4. A plan to incorporate certification functions of the MIDA Contractor.
 - 13.1.3.5. A plan to collaborate with the MIDA Contractor for operational readiness activities, the Operational Readiness Review (ORR), and the final Certification Review (CR) for Solutions that integrate with the Integration Platform.
 - 13.1.3.6. A plan to produce all Certification documentation, as defined by the Department and CMS and communicated to the Contractor.
 - 13.1.3.7. A plan to facilitate a live production demonstration of Contractor’s Solution during required CMS Certification review meetings.

- 13.1.3.8. A plan to achieve CMS Certification of Contractor’s Solution backdated to the Go-Live Date.
- 13.1.3.9. Contractor shall provide Contract-related documentation in compliance with CMS requirements and guidance.
- 13.1.4. DELIVERABLE: CMS Certification Management Plan (DEL CMS 1.1)
- 13.1.5. DUE: As identified in the approved Project Schedule
- 13.1.6. CMS Certification Support
 - 13.1.6.1. Contractor shall provide a Solution that is compliant with CMS Conditions for Enhanced Funding (CEF) and CMS Standards and Conditions for the life of the Contract.
 - 13.1.6.2. Contractor shall ensure the Solution meets CMS Certification approval for the maximum allowable FFP and achieve CMS Certification backdating to the operational effective date.
 - 13.1.6.3. Contractor shall work with the EP MO to support existing Department standards and processes in support of CMS Certification activities for the Solution. Contractor’s support shall include, but not be limited to, all of the following:
 - 13.1.6.3.1. Provide evidence, metrics, and supporting narrative description for CMS-required outcomes and State-Specific outcomes, as defined in the approved APD and as requested by the Department.
 - 13.1.6.3.2. Provide data, reports, and performance information, pursuant to 42 C.F.R. §§ 433.112(b)(15) and 433.116(b), (c), and (i), as applicable, for the Solution.
 - 13.1.6.3.3. Provide approved design documentation.
 - 13.1.6.3.4. Provide a complete list of interfaces impacted by the scope of the Solution, and provide approved interface and API design documentation.
 - 13.1.6.3.5. Provide approved human-readable business rules.
 - 13.1.6.3.6. Provide approved test results documentation from all environments.
 - 13.1.6.3.7. Provide approved organizational change management and stakeholder communications management plans and related measurable results. (e.g., managing stakeholders and end-user communication tools, training, help desk metrics, use of stakeholder survey feedback).
 - 13.1.6.3.8. Provide 508/ADA Test Results, which shall include documentation of compliance to contractual accessibility standards.
 - 13.1.6.3.9. Provide SLA Agreements and monthly measurable performance to SLAs.
 - 13.1.6.3.10. Provide Concept of Operations documentation for the Solution.
 - 13.1.6.3.11. Provide the approved Disaster Recovery Plan for the ORR.
 - 13.1.6.3.12. Provide Disaster Recovery Results for the Final Certification Review.
 - 13.1.6.3.13. Provide Monthly Status Reports, including indicators of Project Health, including but not limited to:
 - 13.1.6.3.13.1. Project or Product Roadmap
 - 13.1.6.3.13.2. Progress Tracking

- 13.1.6.3.13.3. User Feedback
- 13.1.6.3.13.4. Defect and Risk List
- 13.1.6.3.13.5. Product Demonstration
- 13.1.6.3.13.6. Testing Process, aligned with the CMS Testing Guidance Framework
- 13.1.6.3.14. Provide approved Master Test Plan and Testing Results Summary from all testing environments.
- 13.1.6.3.15. Provide approved Deployment or Implementation Plan.
- 13.1.6.3.16. Provide a complete list of Defects from all testing environments, including information about the operational impacts.
- 13.1.6.3.17. Provide a complete list of project Risks, including severity levels and mitigation and resolution plans.
- 13.1.6.3.18. Provide Third Party Independent Security and Privacy Assessment Report. The Third-Party audit should include, but need not be limited to the following:
 - 13.1.6.3.18.1. Penetration testing, including test results, vulnerability scans, and POA&M findings.
 - 13.1.6.3.18.2. Review of all HIPAA compliance areas: user authentication; information disclosure; audit trail; data transfers; and information on correct data use (role-based testing of use).
 - 13.1.6.3.18.3. Cover adequate audit trails and logs (ID, access level, action performed, etc.).
 - 13.1.6.3.18.4. Cover encryption of data at rest, in audit logs, and in transit between workstations and mobile devices (where applicable), to external locations and to offline storage.
- 13.1.6.3.19. Provide approved operating documentation and end-user documentation.
- 13.1.6.3.20. Participate in CMS Certification planning meetings and practice dry runs with the Department.
- 13.1.6.3.21. Participate in CMS Certification review meetings with the Department and CMS.
- 13.1.6.3.22. Facilitate live demonstrations of system functionality, as requested by the Department or CMS to support CMS Certification review meetings.
- 13.1.6.3.23. Participate in a lessons learned review with the EPMO after the CMS Certification project is completed.
- 13.1.6.3.24. Provide a CMS Certification Lead resource to support all required activities in coordination with the Department's EPMO.
- 13.1.6.3.25. Provide ongoing certification support during M&O by reporting on operational performance outcomes and metrics on a quarterly and annual basis.
- 13.1.6.4. DELIVERABLE: CMS Certification Support Plan (DEL CMS 1.2)
- 13.1.6.5. DUE: As identified in the approved Project Schedule
- 13.1.6.6. DELIVERABLE: CMS Required Outcomes and State-Specific Outcomes Metrics Performance Report (DEL CMS 1.3)

- 13.1.6.7. DUE: Quarterly; No later than 15 (fifteen) business days after the end of each quarter and Annually; June 30th each year

14. SERVICE LEVEL AGREEMENTS (SLA)

- 14.1. The SLA's related to this contract are listed in Exhibit J.6, as an Attachment to this Exhibit, SOW.
- 14.2. As mentioned in the SLA attachment, some of the SLA's may have a Quality Maintenance Payment (QMP) attached to the SLA.. The QMP dollar amount by SLA is listed in Exhibit C.
 - 14.2.1. If Contractor encounters an incident pertaining to an SLA/QMP metric that they believe is beyond their control, they may submit a waiver to the Department within three (3) business days after the month's end. The Department will evaluate the waiver and deliver a decision within ten (10) business days after receipt of the waiver.
 - 14.2.2. Contractor shall report on QMP progress monthly as part of the DEL CM 1.2 Monthly Contract Management Report. Once per quarter, Contractor shall consolidate into a single report, the performance for each QMP that may be earned for that quarter, with the understanding that all SLAs subject to a QMP are measured and calculated monthly.
 - 14.2.3. The following four results categories will be used in the DEL CM 1.2 Monthly Contract Management Report:
 - 14.2.3.1. Met – The criteria for this standard or component were met for the reporting period and deemed Billable/Pass.
 - 14.2.3.2. Not Met – The criteria for this standard or component were not met for the reporting period and deemed Not Billable/Fail.
 - 14.2.3.3. N/A—This standard or component was not relevant for the reporting period and, therefore, was not measured. These items are deemed Billable.
 - 14.2.3.4. Waiver Requested—The Department has been asked to waive the application for this standard or component during the reporting period because of extenuating circumstances and is requested to be deemed Billable.
 - 14.2.4. The SLA results for the total monthly measurement period shall be used to judge the Met or Not Met category for the QMP calculations.
 - 14.2.5. In addition to the findings for QMP-related performance standards, Contractor shall provide necessary data, information, or access for the Department to verify the information provided in the DEL CM 1.2 Monthly Contract Management Report.
 - 14.2.6. If Contractor and the Department disagree over whether Contractor's performance met the required SLA, whether the associated QMP is required to be paid, or any other disagreements related to this section, it can be considered a dispute under this Contract.

15. ARPA FUNDED INITIATIVES

- 15.1. Contractor understands certain Scope-Change-Requests (SCR) submitted by the Department may be federally funded through the American Rescue Plan Act (an "ARPA Project"). The Department will designate ARPA Projects in the title of the SCR upon submittal and the Contractor agrees to invoice and report ARPA Projects separately by line item.

16. PROJECT MILESTONES FOR DDI PHASE

16.1. After Contractor has met the release criteria shown in the table below, the Department will pay the amount specified in Exhibit C, Rates.

Project Milestone	Release Criteria
CMS Certification	Receive certification approval from CMS for the MedCompass platform according to the Department approved CMS Certification Support Plan.
Start of User Acceptance Testing for Phase 3 CSA/PCSP & Streamlined	Department approval of User Acceptance Testing Entrance Criteria as defined in Exhibit J.6 SLA.
Complete Reporting for Phase 3 CSA/PCSP & Streamlined	Department approval and confirmation upon a successful implementation of all required Phase 3 reports.
Operational Readiness and Go Live for Phase 3 CSA/PCSP & Streamlined no later than July 1, 2024	Regression, parallel like activities, data migration, and operational readiness activities are completed and approved by the Department. The Operational Readiness checklist and Implementation checklist are reviewed and approved by the Department prior to July 1, 2024.
Approval of Post Implementation Activities for Phase 3 CSA/PCSP & Streamlined	Achievement of steady state operations through Department approval of post implementation activities included in the post implementation checklist.
Start of User Acceptance Testing for Phase 4 PCBA	Department approval of User Acceptance Testing Entrance Criteria as defined in Exhibit J.6 SLA.
Operational Readiness and Go Live for Phase 4 PCBA Pilot no later than January 1, 2025	Regression, parallel like activities, data migration, and operational readiness activities are completed and approved by the Department. The Operational Readiness checklist and Implementation checklist are reviewed and approved by the Department prior to January 1, 2025.
Complete Reporting for Phase 4 PCBA	Department approval and confirmation upon a successful implementation of all required Phase 4 reports.
Operational Readiness and Go Live for Phase 4 PCBA (full implementation) no later than July 1, 2025	Regression, parallel like activities, data migration, and operational readiness activities are completed and approved by the Department. The Operational Readiness checklist and Implementation checklist are reviewed and approved by the Department prior to July 1, 2025.
Approval of Post Implementation Activities for Phase 4 PCBA	Achievement of steady state operations through Department approval of post implementation activities included in the post implementation checklist.

17. DELIVERABLE LIST

17.1. Unless otherwise provided in this Contract, the due dates for Contractor to deliver the following Deliverables to the Department shall be as follows:

DELIVERABLES	DATE DUE TO THE DEPARTMENT
DEL PM 1.1 (DED) Deliverable Expectation Document	As Identified in the approved Project Schedule
DEL PM 1.2 Project Management Plan (PMP) including the following Work Components: Work Component: Communications Management Plan Work Component: Documentation Management Plan Work Component: Resource Management Plan and Organizational Structure Work Component: Risk and Issue Management Plan Work Component: Change Management Plan Work Component: Quality Management Plan Work Component: Deliverable Management Plan	As Identified in the approved Project Schedule
DEL PM 1.2 Master Project Management Plan	Within 30 Business Days of the Contract Execution Date
DEL PM 1.3 Project Schedule	Within 20 Business Days of the Contract Execution Date
DEL PM 1.4 OCM Plan	As identified in the approved Project Schedule
DEL PM 1.5 (BCDR) Business Continuity and Disaster Recovery plan	As identified in the approved Project Schedule
DEL PM 1.6 Training Plan	As identified in the approved Project Schedule
DEL CM 1.1 Weekly Project Status Report	Every week on Friday by 5 PM MST
DEL CM 1.2 Monthly Contract Management Report	No later than 7 (seven) business days after the end of each calendar month
DEL CM 1.3 Business Process Improvement Plan	As identified in the approved Project Schedule
DEL CM 1.3 Updated Business Process Improvement Plan	As identified in the approved Project Schedule, and no later than 30 days after the end of each calendar year.
DEL TR 1.1 Transition Plan	As identified in the approved Project Schedule.
DEL TR 1.2 Requirements Traceability Matrix (RTM)	As identified in the approved Project Schedule
DEL PMS 1.1 Production Ready Instance of the performance monitoring solution	As identified in the approved Project Schedule
DEL CBT 1.1 Production Ready Instance of the Cloud Based DevOps Tool	As identified in the approved Project Schedule
DEL CSM 1.1 Production Ready Instance of the CSM Tool	As identified in the approved Project Schedule
DEL TS 1.1 Test Plan	As identified in the approved Project Schedule

DELIVERABLES	DATE DUE TO THE DEPARTMENT
DEL TS 1.2 Operational Readiness Assessment Document	As identified in the approved Project Schedule
DELO&M 1.1 Systems Operation and Maintenance Plan	As identified in the approved Project Schedule
DEL O&M 1.2 Help Desk Support Plan	As identified in the approved Project Schedule
DEL O&M 1.3 Contract Turnover Plan	Annually, no later than 30 days after the end of each fiscal year
DEL DDI 1.1 Sprint Planning Document	As identified in the approved Project Schedule
DEL DDI 1.2 CCM User Stories	As identified in the approved Project Schedule
DEL DDI 1.3 Pre-UAT Tested System Certification	As identified in the approved Project Schedule
DEL DDI 1.4 CCM Sprint Documents	As identified in the approved Project Schedule
DEL DDI 1.5 CCM Release Notes	As identified in the approved Project Schedule
DEL SC 1.1 System Security Plan	As identified in the approved Project Schedule
DEL SC 1.2 Revised System Security Plan	As identified in the approved Project Schedule
DEL SOC 1.1 SOC 1, Type II Report	To be submitted Annually, by September 1 of each year of the contract
DELSOC 1.2 Audit/Assessment Report	As identified in the approved Project Schedule
DEL SOC 1.3 Corrective Action Plan	As identified in the approved Project Schedule
DEL SOC 1.4 Contractor’s Response to Findings	As identified in the approved Project Schedule
DEL CMS 1.1 CMS Certification Management Plan	As identified in the approved Project Schedule
DEL CMS 1.2 CMS Certification Support Plan	As identified in the approved Project Schedule
DEL CMS 1.3 Required Outcomes and State-Specific Outcomes Metrics Performance Report	Quarterly, no later than 15 (fifteen) business days after the end of each quarter and Annually; June 30 th each year

18. COMPENSATION AND INVOICING

18.1. Compensation

18.1.1. Contractor will receive payment as specified in Exhibit C, Rates.

18.2. Detailed Invoicing and Payment Procedures

- 18.2.1. Contractor shall submit invoices to the Department on a monthly basis, by the 15th Business Day of the month following the month for which the invoices cover. Contractor shall not submit any invoice for a month prior to the last day of the month the invoice covers.
- 18.2.2. The invoice shall include all necessary information for the Department to determine the accuracy of the invoice and properly pay the invoice to the Contractor.
- 18.2.3. Contractor shall breakout the invoice as directed by the Department to facilitate proper payment of the invoice and the Department's receipt of proper Federal Financial Participation for any component of the payment.
 - 18.2.3.1. The Contract Number shown on the cover page for this Contract to facilitate invoice processing.
 - 18.2.3.2. A clear description of the time period the invoice covers.
 - 18.2.3.3. The Fixed Monthly Transition fee, shown in Exhibit C, related to the invoice month.
 - 18.2.3.4. The Pass-through costs for the transition period as shown in Exhibit C.
 - 18.2.3.5. The Fixed Monthly O&M fee as shown in Exhibit C, related to the invoice month.
 - 18.2.3.6. The Monthly SLA Performance Payment Amount, shown in Exhibit C, related to the invoice month, corresponding to those SLAs that Contractor successfully achieved.
 - 18.2.3.7. The total amount due for all achieved SLAs during that month.
 - 18.2.3.8. Each Deliverable, shown in Exhibit C, that was accepted by the Department during that month.
 - 18.2.3.9. The amount due for each Deliverable shown on the invoice.
 - 18.2.3.10. The total amount due for all Deliverables accepted by the Department during that month.
 - 18.2.3.11. The total amount due for the invoiced month.

18.3. Closeout Payments

- 18.3.1. Notwithstanding anything to the contrary in this Contract, all payments for the final month of this Contract shall be paid to Contractor no sooner than 10 days after the Department has determined that Contractor has completed all of the requirements of the Closeout Period.

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EXHIBIT C, RATES

1. MEDCOMPASS SAAS TRANSITION & DESIGN, DEVELOPMENT, AND IMPLEMENTATION (DDI) PHASE

- 1.1. The Department will pay Contractor a fixed payment for each of the Payment Milestones that are accepted by the Department during the MedCompass SaaS Transition and DDI Phases.
- 1.2. Each Payment Milestone payment shall be paid only once to Contractor.
- 1.3. MedCompass SaaS Payment Milestones for Transition Phase
 - 1.3.1. Each of the following Payment Milestones is comprised of Deliverable(s) for the Transition and DDI Phase. The Deliverables associated with each Payment Milestone are denoted by “DEL” in the table in Section 1.3.2. Each Payment Milestone shall be complete only upon Department approval and acceptance of all Deliverable(s) that comprise the Payment Milestone, as identified in the table in Section 1.3.2 below and as per the acceptance process as defined in Exhibit E and Deliverable CCM DED (DEL PM 1.1) Deliverable Management Plan.
 - 1.3.2. The Department will pay Contractor a Fixed Payment for each Payment Milestone identified below:

Payment Milestones for Transition Phase	Payment Amount
Project Management Plan	\$79,800.00
DEL 1.1 Deliverable Expectation Document (DED)	
DEL 1.2 Master Project Management Plan (PMP)	
Project Schedule	\$31,920.00
DEL 1.3 Project Schedule	
Change Management	\$87,780.00
DEL PM 1.4 OCM Plan	
DEL PM 1.5 Business Continuity and Disaster Recovery plan (BCDR)	
DEL PM 1.6 Training Plan	
DEL TR 1.1 Transition Plan	
Tools	\$31,920.00
DEL PMS 1.1 Production Ready Instance of the Performance Monitoring Solution	
DEL CBT 1.1 Production Ready Instance of the Cloud Based DevOps Tool	
DEL CSM 1.1 Production Ready Instance of the CSM Tool	
Testing	\$79,800.00
DEL TS 1.1 Test Plan	
DEL O&M 1.1 Systems Operation and Maintenance Plan	
DEL SC 1.1 System Security Plan	
CMS Certification	\$87,780.00
DEL CMS 1.1 CMS Certification Management Plan	
DEL CMS 1.2 CMS Certification Support Plan	
Total	\$399,000.00

Table 1 – MedCompass SaaS Payment Milestones for Transition Phase

1.4. MedCompass SaaS Payment Milestones for DDI Phase

1.4.1. Each of the following Payment Milestones relate to the DDI Phase. The Payment Milestone are listed in the table in Section 1.4.2. The Payment Milestone shall be complete only upon Department approval and acceptance of the Payment Milestone as per the acceptance process as defined in Exhibit E and Deliverable CCM DED (DEL PM 1.1) Deliverable Management Plan.

1.4.2. The Department will pay Contractor a Fixed Payment for Payment Milestones identified below:

Payment Milestones for DDI Phase (Refer Exhibit B, Section 16.1)	Payment Amount
CMS Certification	\$239,400.00
UAT Phase 3	\$159,600.00
Reporting Phase 3	\$127,680.00
ORR/Go Live Phase 3	\$159,600.00
Post Implementation Phase 3	\$175,560.00
UAT Phase 4	\$159,600.00
Pilot Phase 4	\$95,760.00
Reporting Phase 4	\$143,640.00
ORR/Go Live Phase 4	\$159,600.00
Post Implementation Phase 4	\$175,560.00
Total	\$1,596,000.00

Table 2 – MedCompass SaaS Payment Milestones for DDI Phase

1.5. Payment Milestones for Features (In-Progress)

1.5.1. Each of the following Payment Milestones is comprised of Deliverable(s) for the implementation of specific Features (In-Progress) identified in the table in Section 1.5.2. The Deliverables associated with each Payment Milestone are denoted by “DEL” in the table in Section 1.5.2. The Payment Milestone shall be complete only upon Department’s approval and acceptance of all Deliverable(s) that comprise the Payment Milestone, as identified in the table in Section 1.5.2 below and as per the acceptance process as defined in Exhibit E and Deliverable CCM DED (DEL PM 1.1) Deliverable Management Plan.

1.5.2. The Department will pay Contractor a Fixed Payment for Payment Milestones identified below:

Payment Milestones for Features (In-Progress)	Payment Amount
Functional Review Feature	\$39,900.00
DEL TR 1.2 Requirements Traceability Matrix (RTM)	
“Enrollment” Status and Waiting Lists Feature	\$79,800.00
DEL TR 1.2 Requirements Traceability Matrix (RTM)	
“Member Record Open” and “Close” Feature	\$23,940.00
DEL TR 1.2 Requirements Traceability Matrix (RTM)	
“Program” Status and “Program” Assignment feature	\$143,640.00
DEL TR 1.2 Requirements Traceability Matrix (RTM)	
Log Notes Feature	\$87,780.00
DEL TR 1.2 Requirements Traceability Matrix (RTM)	

Payment Milestones for Features (In-Progress)	Payment Amount
Notice of Action and Appeals Features	\$95,760.00
DEL TR 1.2 Requirements Traceability Matrix (RTM)	
Correspondence Feature and Functionality	\$23,940.00
DEL TR 1.2 Requirements Traceability Matrix (RTM)	
Search Functionality and System Navigation	\$31,920.00
DEL TR 1.2 Requirements Traceability Matrix (RTM)	
State Funded “Programs” functionality	\$39,900.00
DEL TR 1.2 Requirements Traceability Matrix (RTM)	
Critical Incident Functionality	\$199,500.00
DEL TR 1.2 Requirements Traceability Matrix (RTM)	
Electronic Signature Feature	\$31,920.00
DEL TR 1.2 Requirements Traceability Matrix (RTM)	
Total	\$798,000.00

Table 3 - MedCompass SaaS Payment Milestones for Features (In Progress)

1.6. Payment Milestones for Features (New)

1.6.1. Each of the following Payment Milestones is comprised of Deliverable(s) for the implementation of specific Features (New). Each Payment Milestone shall be complete only upon Department approval and acceptance of the Deliverable(s) associated with the Payment Milestone, as identified in the tables in Section 1.6.3 to 1.6.7 below and as per the acceptance process as defined in Exhibit E and Deliverable CCM DED (DEL PM 1.1) Deliverable Management Plan.

1.6.2. Each of the following tables describe Deliverables for the implementation of the following Features (New):

- 1.6.2.1. CSA/PCSP Streamlined Feature.
- 1.6.2.2. Prior-Authorization Feature.
- 1.6.2.3. Bridge Feature.
- 1.6.2.4. Technical Feature Hypothetical (TFH) Feature.
- 1.6.2.5. Resource Allocation Feature (Person-Centered Budget Algorithm (PCBA)).

1.6.3. The Department will pay Contractor for “CSA/PCSP Streamlined” Feature of CCM as follows:

Payment Milestones for CSA/PCSP Streamlined Feature	Payment Amount
After Final DEL DDI 1.2 User Stories for CSA/PCSP Streamlined Feature as per the plan and timing defined in DEL DDI 1.1 CCM Sprint Planning Document	\$39,501.00
After Final DEL DDI 1.4 CCM Sprint Documents and DEL DDI 1.5 CCM Release Notes for CSA/PCSP Streamlined Feature as per the plan and timing defined in DEL DDI 1.1 CCM Sprint Planning Document	\$105,336.00
DEL TR 1.2 Requirements Traceability Matrix for CSA/PCSP Streamlined Feature	\$118,503.00
Total	\$263,340.00

Table 4 – MedCompass SaaS Payment Milestones for CSA/PCSP Streamlined Feature

1.6.4. The Department will pay Contractor for “Prior-Authorization” Feature of CCM as follows:

Payment Milestones for Prior Authorization Feature	Payment Amount
After Final DEL DDI 1.2 User Stories for Prior Authorization Feature as per the plan and timing defined in DEL DDI 1.1 CCM Sprint Planning Document	\$43,092.00
After Final DEL DDI 1.4 CCM Sprint Documents and DEL DDI 1.5 CCM Release Notes for Prior Authorization Feature as per the plan and timing defined in DEL DDI 1.1 CCM Sprint Planning Document	\$114,912.00
DEL TR 1.2 Requirements Traceability Matrix for Prior Authorization Feature	\$129,276.00
Total	\$287,280.00

Table 5 - MedCompass SaaS Payment Milestones for Prior-Authorization Feature

1.6.5. The Department will pay Contractor for “Bridge” Feature of CCM as follows:

Payment Milestones for Bridge Feature	Payment Amount
After Final DEL DDI 1.2 User Stories for Bridge Feature as per the plan and timing defined in DEL DDI 1.1 CCM Sprint Planning Document	\$46,683.00
After Final DEL DDI 1.4 CCM Sprint Documents and DEL DDI 1.5 CCM Release Notes for Bridge Feature as per the plan and timing defined in DEL DDI 1.1 CCM Sprint Planning Document	\$124,488.00
DEL TR 1.2 Requirements Traceability Matrix for Bridge Feature	\$140,049.00
Total	\$311,220.00

Table 6 - MedCompass SaaS Payment Milestones for Bridge Feature

1.6.6. The Department will pay Contractor for “Technical Framework Hypothetical (TFH)” Feature of CCM as follows:

Payment Milestones for TFH Feature	Payment Amount
After Final DEL DDI 1.2 User Stories for TFH Feature as per the plan and timing defined in DEL DDI 1.1 CCM Sprint Planning Document	\$16,160.00
After Final DEL DDI 1.4 CCM Sprint Documents and DEL DDI 1.5 CCM Release Notes for TFH Feature as per the plan and timing defined in DEL DDI 1.1 CCM Sprint Planning Document	\$43,091.00
DEL TR 1.2 Requirements Traceability Matrix for TFH Feature	\$48,479.00
Total	\$107,730.00

Table 7 - MedCompass SaaS Payment Milestones for TFH Feature

1.6.7. The Department will pay Contractor for “Resource Allocation (PCBA)” Feature of CCM as follows:

Payment Milestones for Resource Allocation (PCBA) Feature	Payment Amount
After Final DEL DDI 1.2 User Stories for Resource Allocation (PCBA) Feature as per the plan and timing defined in DEL DDI 1.1 CCM Sprint Planning Document	\$34,114.00

Payment Milestones for Resource Allocation (PCBA) Feature	Payment Amount
After Final DEL DDI 1.4 CCM Sprint Documents and DEL DDI 1.5 CCM Release Notes for Resource Allocation (PCBA) Feature as per the plan and timing defined in DEL DDI 1.1 CCM Sprint Planning Document	\$90,972.00
DEL TR 1.2 Requirements Traceability Matrix for Resource Allocation (PCBA) Feature	\$102,344.00
Total	\$227,430.00

Table 8 - MedCompass SaaS Payment Milestones for Resource Allocation Feature

2. CMS CERTIFICATION

2.1. If CMS certification (see Exhibit B, Section 16.1) is not granted within 18 months after the first day of the MedCompass SaaS Go-Live Date and Contractor is determined to be solely at fault for the delay based on the outcome resulting from the Dispute Resolution process (as described in the §14 Dispute Resolution of the Base Contract), Contractor will reimburse the Department an amount equal to the difference between the 75% Federal Financial Participation rate for a CMS certified system and the 50% Federal Financial Participation rate the Department incurred for operating a non-CMS certified system during the period the system is not certified by CMS. If CMS certifies the MedCompass SaaS back to Go-Live Date, then the Department will equitably reimburse Contractor for the amounts that were assessed under this Section.

3. MEDCOMPASS SAAS LICENSE AND HOSTING FEES

3.1. MedCompass SaaS License and Hosting Monthly Payments

- 3.1.1. The Department will pay Contractor a Monthly MedCompass SaaS License and Hosting Fee based on the number of Authorized Users that are provided access to MedCompass SaaS.
- 3.1.2. The MedCompass SaaS License and Hosting Fee shall include all the following:
 - 3.1.2.1. Annual hosting and infrastructure costs, including all the following environments:
 - 3.1.2.1.1. Development.
 - 3.1.2.1.2. System Integration.
 - 3.1.2.1.3. Migration/Testing.
 - 3.1.2.1.4. UAT/Staging.
 - 3.1.2.1.5. Break-fix/Pre-production.
 - 3.1.2.1.6. Production.
 - 3.1.2.2. Three major upgrades for CCM in each SFY to the MedCompass SaaS.
 - 3.1.2.3. Monthly minor updates for CCM to the MedCompass SaaS.
 - 3.1.2.4. All product defect fixes for CCM to the MedCompass SaaS.
- 3.1.3. No additional amounts shall be added by either Party to the MedCompass SaaS License and Hosting Fee, whether such amounts are license fees, subscription fees, hosting fees, operational fees, maintenance fees, labor costs, or any other type of fee, compensation, or amount. This Section 3.1.3 does not prevent the Parties from amending this Section 3.1 at a future time.
- 3.1.4. The Maximum amount of funding available including MedCompass SaaS License and Hosting (**Section 3.1.6**), and Project Quality Maintenance (**Section 3.2**), for each SFY is as follows:

Period	Maximum Annual Payment Amount for MedCompass SaaS License and Hosting Fee (80%) (Section 3.1.6)	Maximum Annual Payment Amount for MedCompass SaaS License and Hosting Fee (20%) (Section 3.2)	Maximum Annual Payment Amount for MedCompass SaaS License and Hosting Fee (100%) (Total)
SFY2024-25	\$3,748,232.00	\$937,058.00	\$4,685,290.00
SFY2025-26	\$3,860,678.40	\$965,169.60	\$4,825,848.00
SFY2026-27	\$4,530,537.60	\$1,132,634.40	\$5,663,172.00
SFY2027-28	\$4,666,454.40	\$1,166,613.60	\$5,833,068.00
SFY2028-29	\$6,213,849.60	\$1,553,462.40	\$7,767,312.00
SFY2029-30	\$6,400,265.60	\$1,600,066.40	\$8,000,332.00
SFY2030-31	\$6,592,273.60	\$1,648,068.40	\$8,240,342.00
SFY2031-32	\$6,987,809.60	\$1,746,952.40	\$8,734,762.00
SFY2032-33	\$7,197,444.00	\$1,799,361.00	\$8,996,805.00
SFY2033-34	\$909,765.00	\$227,441.25	\$1,137,206.25
Total	\$51,107,309.80	\$12,776,827.45	\$63,884,137.25

Table 9 - MedCompass SaaS License and Hosting Annual Maximum Funding

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- 3.1.5. The Department may add any number of Authorized Users to the MedCompass SaaS in any given month.
- 3.1.6. The Department will pay Contractor a MedCompass SaaS License and Hosting Fee once per month based on the number of Authorized Users in any given month. The number of Authorized Users shall include the total number of unique Authorized Users that have or had access to the MedCompass SaaS at any time during the identified month. In the event that an Authorized User changes agencies during a particular month, that Authorized User shall be counted as only one unique Authorized User for purposes of calculating the MedCompass SaaS License and Hosting payment. The number of Authorized users in any given month shall never be less than 2,200 for July 1, 2024 – Dec 31, 2024 (SFY25) and will go up to 2,500 (“The Minimum”) from Jan 1, 2025 – June 30, 2025 (SFY25) onwards. The calculation will be based on tier pricing, per user per month (“PUPM”), as described in Table 10 – Base MedCompass SaaS License and Hosting Per User Per Month Fee.

Authorized Users	SFY25	SFY26	SFY27	SFY28	SFY29	SFY30	SFY31	SFY32	SFY33	SFY34
User Tiers	PUPM	PUPM	PUPM	PUPM	PUPM	PUPM	PUPM	PUPM	PUPM	PUPM
1 - 250	\$127.93	\$131.76	\$135.72	\$139.79	\$148.18	\$152.62	\$157.20	\$166.63	\$171.63	\$176.78
251 - 750	\$115.13	\$118.59	\$122.15	\$125.81	\$133.36	\$137.36	\$141.48	\$149.97	\$154.47	\$159.10
751 - 2000	\$103.64	\$106.75	\$109.95	\$113.25	\$120.04	\$123.64	\$127.35	\$135.00	\$139.05	\$143.22
2001 - 2500	\$186.51	\$192.11	\$197.87	\$203.81	\$216.04	\$222.52	\$229.19	\$242.94	\$250.23	\$257.74
2501 - 3000	\$145.07	\$149.42	\$153.90	\$158.52	\$168.03	\$173.07	\$178.26	\$188.96	\$194.62	\$200.46
3001 - 3500	\$124.34	\$128.07	\$131.91	\$135.87	\$144.02	\$148.34	\$152.79	\$161.96	\$166.82	\$171.83
3501 - 4000	\$103.62	\$106.73	\$109.93	\$113.23	\$120.02	\$123.62	\$127.33	\$134.97	\$139.02	\$143.19
4001 - 6000	\$93.26	\$96.05	\$98.94	\$101.90	\$108.02	\$111.26	\$114.60	\$121.47	\$125.12	\$128.87
6001 - 10000	\$82.89	\$85.38	\$87.94	\$90.58	\$96.02	\$98.90	\$101.86	\$107.97	\$111.21	\$114.55

Table 10 – Base MedCompass SaaS License and Hosting Per User Per Month Fee

- 3.1.7. The example below shows a calculation of monthly payment if the number of Authorized Users in any given month for SFY25 are 2700, then the Department will pay a monthly license and hosting fee for 2700 users, as the example identified in Table 11 - SFY25 Example Base MedCompass SaaS License and Hosting Monthly Fees. Additional Hosting and License fees shall be based on earning QMPs as described in Section 3.2.

User Tiers (from Table 10)		PUPM (from Table 10)	Example of a Monthly Calculation	
1	250	\$127.93	Users 1-250	250 (number of total Users in this Tier that are using the system) x \$127.93 (PUPM rate for this Tier) = \$31,982.50
251	750	\$115.13	Users 250-750	500 (number of total Users in this Tier that are using the system) x \$115.15

User Tiers (from Table 10)		PUPM (from Table 10)	Example of a Monthly Calculation	
				(PUPM rate for this Tier) = \$57,565.00
751	2,000	\$103.64	Users 751-2,000	1,250 (number of total Users in this Tier that are using the system) x \$103.64 (PUPM rate for this Tier) = \$129,550.00
2,001	2,500	\$186.51	Users 2,001-2,500	500 (number of total Users in this Tier that are using the system) x \$186.51 (PUPM rate for this Tier) = \$93,255.00
2,501	3,000	\$145.07	Users 2,501-3,000	200 (number of total Users in this Tier that are using the system (note: the entire number of possible Users in this Tier is not met)) x \$145.07 = \$29,014.00
3,001	3,500	\$124.34		
3,501	4,000	\$103.62		
4,001	6,000	\$93.26		
6,001	10,000	\$82.89		
				Total for the month: \$341,366.50

Table 11 - SFY25 Example Base MedCompass SaaS License and Hosting Monthly Fees

3.2. Project Quality Maintenance Monthly Payments (QMPs) for MedCompass License and Hosting

- 3.2.1. The Department will pay Contractor QMP payments as described in this section for Contractor’s satisfaction of following SLAs outlined in Exhibit J:
 - 3.2.1.1. Exhibit J, SLA J6.25. (35% of Project QMPs for MedCompass License and Hosting).
 - 3.2.1.2. Exhibit J, SLA J6.29. (65% of Project QMPs for MedCompass License and Hosting).
- 3.2.2. Contractor may earn a monthly QMP payment for an SLA listed above that Contractor meets or exceeds. Contractor shall only be considered to have met an SLA for a month if Contractor meets all associated requirements for that SLA. If Contractor fails to meet or exceed an SLA, or any component of an SLA, or if Contractor fails to measure or report Contractor’s performance with respect to an SLA during a month, then Contractor shall not earn a QMP for that SLA for that month.
- 3.2.3. If Contractor and the Department disagree over whether Contractor’s performance satisfies the required SLA, whether the associated QMP is required to be paid, or any other disagreements related to this Section, the Parties shall utilize the Dispute Resolution process as described at Section 14. Dispute Resolution of the Base Contract.
- 3.2.4. Please refer to Exhibit J for detailed narrative of the SLAs identified in this Section. The amounts listed below reflect the total payments that Contractor may earn for meeting or exceeding each QMP each month.
- 3.2.5. The Department will pay Contractor a MedCompass SaaS License and Hosting QMP once per month based on the number of Authorized Users in any given month. The number of Authorized users in any given month shall never be less than 2,200 as described in Section 3.1.6. The calculation will be based on tier pricing, PUPM for each SLA as described in Table 12 – MedCompass SaaS License and Hosting Monthly QMP SLA J6.25 and Table 13 - MedCompass SaaS License and Hosting Monthly QMP SLA J6.29.

Authorized Users	SFY25	SFY26	SFY27	SFY28	SFY29	SFY30	SFY31	SFY32	SFY33	SFY34
User Tiers	PUPM	PUPM	PUPM	PUPM	PUPM	PUPM	PUPM	PUPM	PUPM	PUPM
0 - 250	\$11.19	\$11.53	\$11.88	\$12.23	\$12.97	\$13.35	\$13.75	\$14.58	\$15.02	\$15.47
251 - 750	\$10.07	\$10.38	\$10.69	\$11.01	\$11.67	\$12.02	\$12.38	\$13.12	\$13.52	\$13.93
751 - 2000	\$9.07	\$9.34	\$9.62	\$9.91	\$10.50	\$10.82	\$11.14	\$11.81	\$12.17	\$12.54
2001 - 2500	\$16.32	\$16.81	\$17.31	\$17.83	\$18.90	\$19.47	\$20.05	\$21.26	\$21.90	\$22.56
2501 - 3000	\$12.69	\$13.07	\$13.47	\$13.87	\$14.70	\$15.14	\$15.60	\$16.53	\$17.03	\$17.54
3001 - 3500	\$10.88	\$11.21	\$11.54	\$11.89	\$12.60	\$12.98	\$13.37	\$14.17	\$14.60	\$15.04
3501 - 4000	\$9.07	\$9.34	\$9.62	\$9.91	\$10.50	\$10.82	\$11.14	\$11.81	\$12.16	\$12.52
4001 - 6000	\$8.16	\$8.40	\$8.66	\$8.92	\$9.45	\$9.74	\$10.03	\$10.63	\$10.95	\$11.28
6001 - 10000	\$7.25	\$7.47	\$7.69	\$7.93	\$8.40	\$8.65	\$8.91	\$9.45	\$9.73	\$10.02

Table 12 - MedCompass SaaS License and Hosting Monthly QMP SLA J6.25

Authorized Users	SFY25	SFY26	SFY27	SFY28	SFY29	SFY30	SFY31	SFY32	SFY33	SFY34
User Tiers	PUPM	PUPM	PUPM	PUPM	PUPM	PUPM	PUPM	PUPM	PUPM	PUPM
0 - 250	\$20.79	\$21.41	\$22.05	\$22.72	\$24.08	\$24.80	\$25.54	\$27.08	\$27.89	\$28.73
251 - 750	\$18.71	\$19.27	\$19.84	\$20.44	\$21.66	\$22.31	\$22.99	\$24.37	\$25.10	\$25.85

Authorized Users	SFY25	SFY26	SFY27	SFY28	SFY29	SFY30	SFY31	SFY32	SFY33	SFY34
User Tiers	PUPM	PUPM	PUPM	PUPM	PUPM	PUPM	PUPM	PUPM	PUPM	PUPM
751 - 2000	\$16.84	\$17.35	\$17.87	\$18.40	\$19.50	\$20.09	\$20.70	\$21.94	\$22.59	\$23.27
2001 - 2500	\$30.31	\$31.22	\$32.16	\$33.12	\$35.10	\$36.16	\$37.24	\$39.47	\$40.66	\$41.88
2501 - 3000	\$23.58	\$24.28	\$25.01	\$25.76	\$27.30	\$28.13	\$28.96	\$30.71	\$31.63	\$32.58
3001 - 3500	\$20.21	\$20.81	\$21.43	\$22.08	\$23.40	\$24.11	\$24.83	\$26.32	\$27.11	\$27.92
3501 - 4000	\$16.84	\$17.34	\$17.86	\$18.40	\$19.50	\$20.09	\$20.69	\$21.93	\$22.59	\$23.27
4001 - 6000	\$15.15	\$15.61	\$16.07	\$16.56	\$17.55	\$18.08	\$18.62	\$19.74	\$20.33	\$20.94
6001 - 10000	\$13.47	\$13.88	\$14.29	\$14.72	\$15.60	\$16.07	\$16.56	\$17.55	\$18.07	\$18.61

Table 13 - MedCompass SaaS License and Hosting Monthly QMP SLA J6.29

3.2.6. The example below shows a calculation of monthly payment if the number of Authorized Users in any given month for SFY25 are 2,700, and Contractor has met or exceeded all SLAs J6.25 and J6.29 then the Department will pay a monthly license and hosting QMP fee as shown in the table below:

SFY 2024 - 2025								
User Tiers		J6.25 PUPM	J6.29 PUPM	Total	Users Per Tier	J6.25 Monthly	J6.29 Monthly	Total Monthly
1	250	\$11.19	\$20.79	\$31.98	250	\$2,797.50	\$5,197.50	\$7,995.00
251	750	\$10.07	\$18.71	\$28.78	500	\$5,035.00	\$9,355.00	\$14,390.00
751	2,000	\$9.07	\$16.84	\$25.91	1250	\$11,337.50	\$21,050.00	\$32,387.50
2,001	2,500	\$16.32	\$30.31	\$46.63	500	\$8,160.00	\$15,155.00	\$23,315.00
2,501	3,000	\$12.69	\$23.58	\$36.27	200	\$2,538.00	\$4,716.00	\$7,254.00
3,001	3,500	\$10.88	\$20.21	\$31.09	0	\$0.00	\$0.00	\$0.00
3,501	4,000	\$9.07	\$16.84	\$25.91	0	\$0.00	\$0.00	\$0.00
4,001	6,000	\$8.16	\$15.15	\$23.31	0	\$0.00	\$0.00	\$0.00
6,001	10,000	\$7.25	\$13.47	\$20.72	0	\$0.00	\$0.00	\$0.00
						\$29,868.00	\$55,473.50	\$85,341.50

Table 14 - SFY24 Example MedCompass SaaS License and Hosting Monthly QMPs

4. MEDCOMPASS SAAS O&M BASE SERVICES FEE

4.1. MedCompass SaaS O&M Base Services Monthly Payments

- 4.1.1. The MedCompass SaaS O&M Base Services Fee will start upon the contract effective date.
- 4.1.2. The Department will pay Contractor a Fixed MedCompass O&M Base Services Fee each month for Contractor delivering all Services, Plans, Documents, Deliverables, Work Components, or providing all services as described in Section 8.2 of Exhibit B.
- 4.1.3. The Department will pay Contractor a Fixed MedCompass O&M Base Services Fee in equal monthly increments as shown in the table below:

Period	Fixed Monthly MedCompass O&M Base Services Fee	Fixed Yearly MedCompass O&M Base Services Fee
SFY2024-25	\$38,000.00	\$456,000.00
SFY2025-26	\$38,000.00	\$456,000.00
SFY2026-27	\$30,845.86	\$370,150.40
SFY2027-28	\$31,462.78	\$377,553.41
SFY2028-29	\$32,092.04	\$385,104.48
SFY2029-30	\$32,733.88	\$392,806.57
SFY2030-31	\$33,388.56	\$400,662.70
SFY2031-32	\$34,056.33	\$408,675.95
SFY2032-33	\$34,737.46	\$416,849.47
SFY2033-34	\$38,000.00	\$114,000.00
Total		\$3,777,802.98

Table 15 – MedCompass SaaS Fixed MedCompass O&M Base Services Monthly Fee

4.2. Project Quality Maintenance Monthly Payments (QMPs) for MedCompass O&M Base Services

- 4.2.1. The Project Quality Maintenance Monthly Payments (QMPs) for MedCompass O&M Base Services will start upon the contract effective date.
- 4.2.2. The Department will pay Contractor QMP payments as described in this section for Contractor’s satisfaction of following SLAs for MedCompass O&M Base Services outlined in Exhibit J:
 - 4.2.2.1. Exhibit J, SLA J6.18. (20% of Project Quality Maintenance Monthly Payments (QMPs) for MedCompass O&M Base Services).
 - 4.2.2.2. Exhibit J, SLA J6.22. (25% of Project Quality Maintenance Monthly Payments (QMPs) for MedCompass O&M Base Services).
 - 4.2.2.3. Exhibit J, SLA J6.27. (20% of Project Quality Maintenance Monthly Payments (QMPs) for MedCompass O&M Base Services).
 - 4.2.2.4. Exhibit J, SLA J6.28. (35% of Project Quality Maintenance Monthly Payments (QMPs) for MedCompass O&M Base Services).
- 4.2.3. Contractor may earn a monthly QMPs for an SLA listed above that Contractor meets or exceeds. Contractor shall only be considered to have met an SLA for a month if Contractor meets all associated requirements for that SLA. If Contractor fails to meet or exceed an SLA, or any component of an SLA, or if Contractor fails to measure or report Contractor’s performance with respect to an SLA during a month, then Contractor shall not earn a QMP for that SLA for that month.
- 4.2.4. If Contractor and the Department disagree over whether Contractor’s performance satisfies the required SLA, whether the associated QMP is required to be paid, or any other disagreements related to this Section, the Parties shall utilize the Dispute Resolution process as described at Section 14. Dispute Resolution of the Base Contract.

- 4.2.5. Please refer to Exhibit J for detailed narrative of the SLAs identified in this Section. The amounts listed below reflect the total payments that Contractor may earn for meeting or exceeding each QMP each month.
- 4.2.6. The Department will pay Contractor a MedCompass O&M Base Services QMP once per month based on Table 16 – MedCompass SaaS O&M Base Services Monthly QMPs based on SLAs in Section 3.2.6.

Period	SLA J6.18	SLA J6.22	SLA J6.27	SLA J6.28	Total
	20%	25%	20%	35%	100%
SFY2024-25	\$1,900.00	\$2,375.00	\$1,900.00	\$3,325.00	\$9,500.00
SFY2025-26	\$1,900.00	\$2,375.00	\$1,900.00	\$3,325.00	\$9,500.00
SFY2026-27	\$1,542.29	\$1,927.87	\$1,542.29	\$2,699.01	\$7,711.47
SFY2027-28	\$1,573.14	\$1,966.42	\$1,573.14	\$2,752.99	\$7,865.70
SFY2028-29	\$1,604.60	\$2,005.75	\$1,604.60	\$2,808.05	\$8,023.01
SFY2029-30	\$1,636.69	\$2,045.87	\$1,636.69	\$2,864.21	\$8,183.47
SFY2030-31	\$1,669.43	\$2,086.79	\$1,669.43	\$2,921.50	\$8,347.14
SFY2031-32	\$1,702.82	\$2,128.52	\$1,702.82	\$2,979.93	\$8,514.08
SFY2032-33	\$1,736.87	\$2,171.09	\$1,736.87	\$3,039.53	\$8,684.36
SFY2033-34	\$1,900.00	\$2,375.00	\$1,900.00	\$3,325.00	\$9,500.00
Totals	\$17,165.85	\$21,457.31	\$17,165.85	\$30,040.23	\$85,829.23

Table 16 – MedCompass SaaS O&M Base Services Monthly QMPs based on SLAs in Section 4.2.1

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5. MEDCOMPASS SAAS CUSTOMER EXPERIENCE CENTER (CEC)

5.1. MedCompass SaaS CEC Monthly Payments

- 5.1.1. The MedCompass SaaS CEC Monthly Payments will start upon the contract effective date.
- 5.1.2. The Department will pay Contractor a Fixed MedCompass SaaS CEC Fee each month for Contractor delivering all Services, Plans, Documents, Deliverables, or Work Components providing all services as described in this contract for CEC as defined in Exhibit J Tab CCM Operations.
- 5.1.3. The Department will pay Contractor a Fixed MedCompass SaaS CEC fee once per month as follows:

Period	Fixed Monthly Payment Amount for MedCompass CEC	Fixed Yearly Payment Amount for MedCompass CEC
SFY2024-25	\$105,120.00	\$1,261,440.00
SFY2025-26	\$105,120.00	\$1,261,440.00
SFY2026-27	\$105,120.00	\$1,261,440.00
SFY2027-28	\$111,427.20	\$1,337,126.40
SFY2028-29	\$111,427.20	\$1,337,126.40
SFY2029-30	\$111,427.20	\$1,337,126.40
SFY2030-31	\$118,112.83	\$1,417,353.98
SFY2031-32	\$118,112.83	\$1,417,353.98
SFY2032-33	\$118,112.83	\$1,417,353.98
SFY2033-34	\$105,120.00	\$315,360.00
Total		\$12,363,121.14

Table 17 - MedCompass SaaS CEC Fixed Monthly Payments

5.2. Project Quality Maintenance Monthly Payments (QMPs) for MedCompass SaaS CEC

- 5.2.1. The Project Quality Maintenance Monthly Payments (QMPs) for MedCompass SaaS CEC will start upon the contract effective date.
- 5.2.2. The Department will pay Contractor QMP payments as described in this Section 4.2 for Contractor’s satisfaction of following SLAs for MedCompass SaaS CEC outlined in Exhibit J:
 - 5.2.2.1. Exhibit J, SLA J6.30. (80% of Project Quality Maintenance Monthly Payments (QMPs) for MedCompass SaaS CEC).
 - 5.2.2.2. Exhibit J, SLA J6.31. (20% of Project Quality Maintenance Monthly Payments (QMPs) for MedCompass SaaS CEC).
- 5.2.3. Contractor may earn a monthly QMP payment for an SLA listed above that Contractor meets or exceeds. Contractor shall only be considered to have met an SLA for a month if Contractor meets all associated requirements for that SLA. If Contractor fails to meet or exceed an SLA, or any component of an SLA, or if Contractor fails to measure or report Contractor’s

performance with respect to an SLA during a month, then Contractor shall not earn a QMP for that SLA for that month.

- 5.2.4. If Contractor and the Department disagree over whether Contractor’s performance satisfies the required SLA, whether the associated QMP is required to be paid, or any other disagreements related to this Section, the Parties shall utilize the Dispute Resolution process as described at Section 14. Dispute Resolution of the Base Contract.
- 5.2.5. Please refer to Exhibit J for detailed narrative for the SLAs identified in this Section. The amounts listed below reflect the total payments that Contractor may earn for meeting or exceeding each QMP each month.
- 5.2.6. The Department will pay Contractor a MedCompass SaaS CEC QMPs once per month based on Table 18 – MedCompass SaaS CEC Monthly QMPs based on SLAs identified in Section 4.2.1.

Period	SLA J6.30	SLA J6.31	Total Monthly Amount	Total SFY Amount
	80%	20%	100%	
SFY2024-25	\$21,024.00	\$5,256.00	\$26,280.00	\$315,360.00
SFY2025-26	\$21,024.00	\$5,256.00	\$26,280.00	\$315,360.00
SFY2026-27	\$21,024.00	\$5,256.00	\$26,280.00	\$315,360.00
SFY2027-28	\$22,285.44	\$5,571.36	\$27,856.80	\$334,281.60
SFY2028-29	\$22,285.44	\$5,571.36	\$27,856.80	\$334,281.60
SFY2029-30	\$22,285.44	\$5,571.36	\$27,856.80	\$334,281.60
SFY2030-31	\$23,622.57	\$5,905.64	\$29,528.21	\$354,338.52
SFY2031-32	\$23,622.57	\$5,905.64	\$29,528.21	\$354,338.52
SFY2032-33	\$23,622.57	\$5,905.64	\$29,528.21	\$354,338.52
SFY2023-24	\$21,024.00	\$5,256.00	\$26,280.00	\$78,840.00
Total	\$221,820.82	\$55,455.20	\$277,275.02	\$3,090,780.36

Table 18 – MedCompass SaaS CEC Monthly QMPs based on SLAs identified in Section 5.2.1

6. MODIFICATION AND ENHANCEMENT WORK

6.1. Payments for Modification and Enhancement Work (ARPA)

- 6.1.1. Contractor shall invoice Work on all ARPA projects described in Exhibit B, Section 15 by the hour. All hourly rates shall comply with the applicable rates identified in this Exhibit C, Section 6.2.5.
- 6.1.2. The total amount invoiced by Contractor for the additional staff and resources to support ARPA Projects shall, under no circumstances, exceed the amounts listed in the following tables for the subject SFY:

Period	Maximum Funding Available for ARPA Projects
SFY2024-25 (July 1, 2024 – Nov 30, 2024)	\$4,937,397.00
Total	\$4,937,397.00

Table 19 - MedCompass ARPA Funding

6.2. Payments for Modification and Enhancement Work (non-ARPA)

- 6.2.1. Table 21 - Labor Categories and Hourly Rates describes the hourly rates that Contractor shall use to invoice for all Change Requests under the Modification and Enhancement Work
- 6.2.2. The Parties also agree to use these rates as a guide to help determine a reasonable price for all amendments to this Contract that increase or decrease work that involves labor. In no event shall the Department compensate Contractor on an hourly basis.
- 6.2.3. While no amount of compensation related to Modification and Enhancement Hours is guaranteed, the total amount of funding available for Modification and Enhancement for each SFY is as follows:

Period	Maximum Modification and Enhancement (non-ARPA) Funding Available
SFY2024-25	\$794,130.00
SFY2025-26	\$966,320.00
SFY2026-27	\$2,961,320.00
SFY2027-28	\$2,280,000.00
SFY2028-29	\$2,280,000.00
SFY2029-30	\$2,280,000.00
SFY2030-31	\$2,280,000.00
SFY2031-32	\$2,280,000.00
SFY2032-33	\$2,280,000.00
SFY2033-34	\$71,250.00
Total	\$16,601,250.00

Table 20 - Modification and Enhancement Funding

- 6.2.4. The Department may increase or decrease the funding the amount available in this Section 6.2.3 using an Option Letter substantially as “Exhibit F – Option Letter.”
- 6.2.5. The hourly rates described in this Section for each SFY are shown in the table below.

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Labor Categories and Hourly Rates for Modification and Enhancement Work											
	U.S Based Resources (Onshore)	SFY25	SFY26	SFY27	SFY28	SFY29	SFY30	SFY31	SFY32	SFY33	SFY34
1	Quality Assurance Tester	\$133.00	\$136.00	\$139.00	\$142.00	\$145.00	\$148.00	\$151.00	\$154.00	\$159.00	\$163.77
2	Production Support	\$133.00	\$136.00	\$139.00	\$142.00	\$145.00	\$148.00	\$151.00	\$154.00	\$159.00	\$163.77
3	Configuration Analyst	\$153.00	\$156.00	\$159.00	\$162.00	\$165.00	\$168.00	\$171.00	\$174.00	\$179.00	\$184.37
4	Business Analyst	\$153.00	\$156.00	\$159.00	\$162.00	\$165.00	\$168.00	\$171.00	\$174.00	\$179.00	\$184.37
5	Senior Quality Assurance Tester	\$153.00	\$156.00	\$159.00	\$162.00	\$165.00	\$168.00	\$171.00	\$174.00	\$179.00	\$184.37
6	Senior Configuration Analyst	\$168.00	\$171.00	\$174.00	\$177.00	\$181.00	\$185.00	\$189.00	\$193.00	\$199.00	\$204.97
7	Senior Business Analyst	\$168.00	\$171.00	\$174.00	\$177.00	\$181.00	\$185.00	\$189.00	\$193.00	\$199.00	\$204.97
8	Quality Assurance Lead	\$168.00	\$171.00	\$174.00	\$177.00	\$181.00	\$185.00	\$189.00	\$193.00	\$199.00	\$204.97
9	Developer	\$179.00	\$183.00	\$187.00	\$191.00	\$195.00	\$199.00	\$203.00	\$207.00	\$213.00	\$219.39
10	Product Specialist	\$184.00	\$188.00	\$192.00	\$196.00	\$200.00	\$204.00	\$208.00	\$212.00	\$218.00	\$224.54
11	Report Writer	\$184.00	\$188.00	\$192.00	\$196.00	\$200.00	\$204.00	\$208.00	\$212.00	\$227.00	\$233.81
12	Configuration Lead	\$189.00	\$193.00	\$197.00	\$201.00	\$205.00	\$209.00	\$213.00	\$217.00	\$232.00	\$238.96
13	Senior Developer	\$189.00	\$193.00	\$197.00	\$201.00	\$205.00	\$209.00	\$213.00	\$217.00	\$232.00	\$238.96
14	Development Lead	\$199.00	\$203.00	\$207.00	\$211.00	\$215.00	\$219.00	\$223.00	\$227.00	\$243.00	\$250.29
15	Trainer	\$199.00	\$203.00	\$207.00	\$211.00	\$215.00	\$219.00	\$223.00	\$227.00	\$243.00	\$250.29
16	Technical Architects	\$224.00	\$228.00	\$233.00	\$238.00	\$243.00	\$248.00	\$253.00	\$258.00	\$276.00	\$284.28
17	Project Manager	\$230.00	\$235.00	\$240.00	\$245.00	\$250.00	\$255.00	\$260.00	\$265.00	\$284.00	\$292.52
18	Scrum Masters	\$230.00	\$235.00	\$240.00	\$245.00	\$250.00	\$255.00	\$260.00	\$265.00	\$284.00	\$292.52
19	Lead Trainer	\$230.00	\$235.00	\$240.00	\$245.00	\$250.00	\$255.00	\$260.00	\$265.00	\$284.00	\$292.52
20	Functional Area Manager	\$235.00	\$240.00	\$245.00	\$250.00	\$255.00	\$260.00	\$265.00	\$270.00	\$289.00	\$297.67
21	Delivery Leads	\$306.00	\$312.00	\$318.00	\$324.00	\$330.00	\$337.00	\$344.00	\$351.00	\$376.00	\$387.28
	Offshore Resources	SFY25	SFY26	SFY27	SFY28	SFY29	SFY30	SFY31	SFY32	SFY33	SFY34
1	Senior Quality Assurance Tester	\$46.00	\$47.00	\$48.00	\$49.00	\$50.00	\$51.00	\$52.00	\$53.00	\$55.00	\$56.65
2	Quality Assurance Tester	\$46.00	\$47.00	\$48.00	\$49.00	\$50.00	\$51.00	\$52.00	\$53.00	\$55.00	\$56.65
3	Configuration Analyst	\$56.00	\$57.00	\$58.00	\$59.00	\$60.00	\$61.00	\$62.00	\$63.00	\$65.00	\$66.95
4	Business Analyst	\$56.00	\$57.00	\$58.00	\$59.00	\$60.00	\$61.00	\$62.00	\$63.00	\$65.00	\$66.95
5	Report Writer	\$56.00	\$57.00	\$58.00	\$59.00	\$60.00	\$61.00	\$62.00	\$63.00	\$65.00	\$66.95
6	Developer	\$66.00	\$67.00	\$68.00	\$69.00	\$70.00	\$71.00	\$72.00	\$73.00	\$75.00	\$77.25
7	Senior Configuration Specialist	\$77.00	\$79.00	\$81.00	\$83.00	\$85.00	\$87.00	\$89.00	\$91.00	\$94.00	\$96.82
8	Senior Business Analyst	\$77.00	\$79.00	\$81.00	\$83.00	\$85.00	\$87.00	\$89.00	\$91.00	\$94.00	\$96.82
9	Senior Developer	\$77.00	\$79.00	\$81.00	\$83.00	\$85.00	\$87.00	\$89.00	\$91.00	\$94.00	\$96.82

Labor Categories and Hourly Rates for Modification and Enhancement Work											
10	Scrum Master	\$82.00	\$84.00	\$86.00	\$88.00	\$90.00	\$92.00	\$94.00	\$96.00	\$99.00	\$101.97
11	Technical Architects	\$82.00	\$84.00	\$86.00	\$88.00	\$90.00	\$92.00	\$94.00	\$96.00	\$99.00	\$101.97
12	Product Specialist	\$82.00	\$84.00	\$86.00	\$88.00	\$90.00	\$92.00	\$94.00	\$96.00	\$99.00	\$101.97
13	Project Manager	\$92.00	\$94.00	\$96.00	\$98.00	\$100.00	\$102.00	\$104.00	\$106.00	\$109.00	\$112.27

Table 21 - Labor Categories and Hourly Rates

EXHIBIT D, TERMINOLOGY

1. TERMINOLOGY

- 1.1. In addition to the terms defined in §3 of this Contract, the following list of terms shall be construed and interpreted as follows:
 - 1.1.1. Action Item – A discrete task that must be accomplished, usually by a single individual or a small team or group.
 - 1.1.2. Application Lifecycle Management (ALM) – A set of processes and tools that govern the development and maintenance of computer systems.
 - 1.1.3. Application Program Interface (API) – A set of routines, protocols, and tools for building software applications.
 - 1.1.4. Authorized User – Means any person or entity designated by business requirement, contract, assignment of User identification, or otherwise authorized, to access confidential or secure information, data, or Systems.
 - 1.1.5. Business Hour – The hours of the day during which business is transacted. The open and close schedule that a business determines for its operations. Office working hours are weekdays from 8:00 a.m. to 5:00 p.m. Mountain Time.
 - 1.1.6. Business Interruption – Any event that disrupts Contractor’s ability to complete the work for a period of time, and may include, but is not limited to a Disaster, power outage, strike, loss of necessary personnel or computer virus.
 - 1.1.7. Change Management – A collective term for all approaches to prepare, support, and help individuals, teams, and organizations in making organizational change. It includes methods that redirect or redefine the use of resources, business process, budget allocations, or other modes of operation that significantly change a company or organization.
 - 1.1.8. Change Request – A formal proposal to modify a document, Deliverable, or baseline; a formal proposal to make a System change; or a formal proposal to make any other System modification.
 - 1.1.9. Change Request Board – An established committee that reviews proposed changes from the original baseline requirements that were agreed upon by the Department. If any change is approved by the committee, the change is communicated to the project team and the client, and the requirement is baselined with the change.
 - 1.1.10. Closeout Period – The period beginning on the earlier of 90 days prior to the end of the last Extension Term or notice by the Department of its decision to not exercise its option for an Extension Term, and ending on the day that the Department has accepted the final deliverable for the Closeout Period, as determined in the Department-approved and updated Closeout Plan and has determined that the closeout is complete.
 - 1.1.11. Cloud Services – Infrastructure, platforms, or software that are hosted by third-party providers and made available to users through the internet.
 - 1.1.12. Colorado Revised Statutes (C.R.S.) – The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.

- 1.1.13. Contract Year – Each period of 12 consecutive months during the Initial Term of this Agreement, with the first Contract Year commencing on the Effective Date, and with each subsequent Contract Year commencing on the anniversary of the Effective Date.
- 1.1.14. Contractor – A party that undertakes a contract to provide materials and/or labor to perform a service or do a job.
- 1.1.15. Data – State Confidential Information and other State information resources transferred to the Contractor for the purpose of completing a task or Project assigned in the Statement of Work.
- 1.1.16. Data Integration – The process of combining data from different sources into a single, unified view. It involves discovering, moving, and transforming data from multiple source systems.
- 1.1.17. Data Integration Testing – The process of verifying that the data from various sources is integrated and transformed according to the business rules and requirements. Data integration testing can be done at different levels, such as unit testing, system testing, and end-to-end testing.
- 1.1.18. Defect – A genuine error, malfunction, fault, or failure which prevents the System from operating as intended.
- 1.1.19. Deliverable – Any tangible or intangible object produced by Contractor as a result of the work that is intended to be delivered to the Department, regardless of whether the object is specifically described or called out as a “Deliverable” or not.
- 1.1.20. Deliverable Expectations Document (DED) – Document that provides a basis for the development and submission of a resulting deliverable. A DED is a tool used to avoid miscommunication and ensure that the Department and contractor (or other participating parties) possess a mutual understanding of content and scope of the deliverable.
- 1.1.21. Department – Colorado Department of Health Care Policy & Financing (HCPF)
- 1.1.22. Department Staff – Colorado Department of Health Care Policy & Financing (HCPF) State employees or contracted personnel, as determined by the Department.
- 1.1.23. Department Stakeholder – A person, Project team member, or participant within the Department’s organization or system, with an interest or concern in its business or success.
- 1.1.24. Design, Develop and Implementation (DDI) Phase – Component of the contract that describes the design, development, and implementation of a technology solution.
- 1.1.25. Development Environment – An environment used for developing, testing, and debugging an application or program.
- 1.1.26. DevOps – A software development methodology that combines development and operations to increase the efficiency, speed, and security of software development and delivery compared to traditional processes.
- 1.1.27. Disaster – An event that makes it impossible for Contractor to perform the Work out of its regular facility or facilities, and may include, but is not limited to, natural disasters, fire, or terrorist attacks.
- 1.1.28. Dispute Process – The process described in the Contract for Contractor and the Department to follow to resolve all debates or disagreements between the Department and Contractor.

- 1.1.29. Division Director – A Director in the Colorado Department of Health Care Policy & Financing (HCPF).
- 1.1.30. Enhancement – Incremental improvements to existing processes and/or system components that are completed as part of the Operations and Enhancement (O&M) phase of the contract.
- 1.1.31. Enterprise – The Department’s MES business, technical, and Information Architectures. Healthcare Enterprise architecture views people, process, and technologies as a “system of systems.” Colorado’s MES currently consists of four (4) primary services: Medicaid Management Information System (MMIS) and Fiscal Agent, Business Intelligence and Data Management (BIDM), Pharmacy Benefit Management System (PBMS), and Colorado Benefits Management System (CBMS).
- 1.1.32. Enterprise Solution Integration (ESI) Platform – Common integration platform, managed by the ESI Contractor, that assures data and integration between MES modules is consistent, secure, and available.
- 1.1.33. Enterprise Solution Integration (ESI) Contractor – Contractor whose responsibility is to establish and manage standards, processes and technology that assure all MES modules and related vendors seamlessly support Department goals.
- 1.1.34. Enterprise Solution Integration (ESI) Data Governance Council – The governing body that has the authority, control, and shared decision making (e.g., planning, monitoring, and enforcement) over the management of data assets.
- 1.1.35. Existing System – All of the MES systems in existing as of the Effective Date.
- 1.1.36. Existing Vendors – The MES Vendors associated with each MES-related contract at the time of the Effective Date.
- 1.1.37. Feature – Individual functionality that makes up the MedCompass platform.
- 1.1.38. Fiscal Year – The State’s Fiscal Year, defined as running from July 1 in a defined calendar year through June 30 in the following calendar year.
- 1.1.39. Fraud – An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to that person or some other person and includes any act that constitutes fraud under any federal or state law.
- 1.1.40. Go-Live – The time during a Project at which a Contractors’ solution or product is officially released into production.
- 1.1.41. Health First Colorado – Colorado’s Medicaid Program.
- 1.1.42. Health Insurance Portability and Accountability Act (HIPAA) – The Health Insurance Portability and Accountability Act of 1996, as amended.
- 1.1.43. Health Information Trust Alliance (HITRUST) – A non-profit company that delivers data protection standards and certification programs to help organizations safeguard sensitive information, manage information risk, and reach their compliance goals.
- 1.1.44. Improvements – Planned enhancements to processes and/or system components that are tied to Department-defined strategic goals and objectives, documented in the Business Process Improvement Plan deliverable.
- 1.1.45. Integration – Integration begins with the ingestion process, and includes steps such as cleansing, extract, transform, and load (ETL) mapping, and transformation. Data Integration

is the process of combining data from different Sources into a single, unified view, and ultimately enables analytics tools to produce effective, actionable business intelligence.

- 1.1.46. Integration Testing – A phase in software testing in which individual software modules are combined and tested as a group. Integration testing is conducted to evaluate the compliance of a system or component with specified functional requirements and follows unit and system testing in the testing lifecycle.
- 1.1.47. Interfaces – Any or all of the interfaces needed to complete full functionality of the Solution.
- 1.1.48. Issues – A negative result, outcome, or action that has already occurred.
- 1.1.49. Key Personnel – The position or positions that are specifically designated as such in this Contract.
- 1.1.50. Knowledge Management (KM) – A collection of methods relating to creating, sharing, using, and managing the knowledge and information of an organization.
- 1.1.51. Maintenance and Operations – Includes the day-to-day activities necessary for the building or built structure, its systems and equipment, and an occupant or User to perform the occupant’s or User’s intended function.
- 1.1.52. Maintenance and Operations Phase – The period of time after which a Project has moved from DDI and into production.
- 1.1.53. Master Schedule – A consolidated plan that is maintained by the Department that contains tasks, dependencies, resources, milestones, and planned hours for the overall MES program.
- 1.1.54. MedCompass – A product by AssureCare that is currently used by the state of Colorado for Care and Case Management (CCM).
- 1.1.55. Medicaid/MES Ecosystem – The complex network or interconnected systems under the Department’s Medicaid umbrella.
- 1.1.56. Medicaid Enterprise Solutions (MES) – The MMIS, PBMS, CBMS, and BIDM systems.
- 1.1.57. Meeting Agenda – Denotes the date, time, and location of the meeting, the invitees, and the topics to be covered during the meeting with the presenter’s name and discussion duration.
- 1.1.58. Meeting Minutes – Captures the attendees, the discussion topics, Action Items and next steps, and decisions made during the meeting.
- 1.1.59. Meeting Records – Are the recorded or written Meeting Agenda, Meeting Minutes, and any related documentation, videos, or attachments.
- 1.1.60. Member – Any individual enrolled in the Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
- 1.1.61. MES Department Contacts – Designated Department points of contact for MES procurements, contracts, and Project Management communications.
- 1.1.62. MES Ecosystem – The Medicaid Enterprise Solutions along with the MIDA Integration Platform.
- 1.1.63. MES Governance Plan – Policies and procedures that govern the ESI Platform and integrations.

- 1.1.64. MES Module(s) – All MES components residing within the BIDM, CBMS, MMIS, or PBMS systems, or that once resided in the BIDM, CBMS, MMIS, or PBMS systems that the Department reconfigures into its own module with the MIDA Integration Platform.
- 1.1.65. MES Standards – Aligned with CMS MITA conditions and standards, Colorado OIT, and Enterprise Project Management Office (EPMO) standards, tools, templates, and processes, and encompassing the Department’s standards and best practices for MES data governance, data quality controls, Integration file exchange, data model maintenance, and technical and Consultative Support Services,
- 1.1.66. MES Vendor(s) or Medicaid Enterprise Solution Vendor(s) – The contractors selected by the Department with which the Department has entered into MES Modules-related contracts after the Effective Date. Also referred to as the Department’s MES Vendor(s).
- 1.1.67. MIDA Contractor – A vendor engaged within the portfolio of Medicaid MES Module Projects under the Medicaid Enterprise Solutions Integration, Data & Alignment (MIDA) Service Integrator contracted scope of work.
- 1.1.68. Milestone – A goal to be achieved via a list of tasks. A Milestone is a tool for tracking the progress of a Project and to measure the performance of teams based on specific requirements. A Milestone is used to reference a specific progress point in a Project and describes when the Parties plan to achieve an event, such as on a quarterly timeline.
- 1.1.69. Operations and Enhancement (O&M) Phase – The phase when the product or service, resulting from the Project, starts to be used in operations mode.
- 1.1.70. Operational Readiness – The general list of activities related to the migration of a Project from DDI to production. The Operational Readiness Criteria identifies whether the Project has met all requirements; that there are no Defects, Production Incidents, or testing errors; that the Project is functioning as intended; and that the Project is on schedule to migrate to production.
- 1.1.71. Operational Readiness Phase – The phase of the Project when the operational readiness criteria identifies whether the Project has met all requirements; that there are no Defects, Production Incidents, or testing errors; that the Project is functioning as intended; and that the Project is on schedule to migrate to production.
- 1.1.72. Other Personnel – Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.
- 1.1.73. Performance/Stress Testing – Performance testing is a non-functional software testing technique that determines how the stability, speed, scalability, and responsiveness of an application holds up under a given workload. It includes smoke (technical validation), load (target production load) and stress (overloaded volume) testing of the end-to-end system including batch/ETL jobs.
- 1.1.74. Production Environment – The setting where software and other products are put into operation for their intended uses, where programs are run, and where hardware setups are installed and relied on for daily operations.
- 1.1.75. Production Incident – A service disruption that requires a corrective action.
- 1.1.76. Production Ready – After System testing, a System that is free of Defects and is ready for Go-Live into the production environment.
- 1.1.77. Project – A Project defines the Work to be completed, as identified in Exhibit B.

- 1.1.78. Project Artifact – Anything the Contractor produces during the performance of the Work.
- 1.1.79. Project Management – The use of specific knowledge, skills, tools, and techniques to deliver something of value to people and the process of leading the work of a team to achieve all Project goals within the given constraints.
- 1.1.80. Project Management Plan (PMP) – A series of formal documents that define the execution and control stages of a project.
- 1.1.81. Project Repository – An archive of all project related documentation, including plans, risk/issue logs, decision logs, meeting minutes, etc., that is accessible by all related project staff.
- 1.1.82. Prosci® – A change management methodology that is a systematic and holistic approach which guides organizations to realize the benefits of their change initiatives and aims at building internal, organizational capabilities to deal swiftly and efficiently with the ever-increasing number of changes.
- 1.1.83. Protected health Information (PHI) - Any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental 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 (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act
- 1.1.84. Quality Assurance (QA) – The process or actions taken to ensure a product meets all of its requirements. Quality assurance is often used to track compliance and maintain consistent product management output over time.
- 1.1.85. Real Time – The actual time it takes a process to occur; of or relating to computer systems that update information at the same rate they receive information.
- 1.1.86. Requirements Specification – A collection of all requirements that are to be imposed on the design and verification of the product and that also contains other related information necessary for the design, verification, and maintenance of the product.
- 1.1.87. Risk – An uncertain event or condition that, if it occurs, has a positive or negative effect on a Project’s objectives.
- 1.1.88. Root Cause Analysis – A systematic process for identifying “root causes” (the factor that causes a particular situation) of Production Incidents or events as well as an approach for responding to each Production Incident or event.
- 1.1.89. SaaS Services – As defined in Exhibit K, means (i) those certain applications, operating systems, programs and other software, as set forth in the Contract, that Contractor shall make accessible to Authorized Users, (ii) the Services used (and, at a minimum, required to be used) to host, operate and support such software and/or State Data, as more fully described in the Contract, and/or (iii) any information, data, content or other materials made available by or on behalf of Contractor to the State through or using such software or Services, each excluding any State Data.
- 1.1.90. Scheduled Testing Activities – Testing tasks and testing sub-tasks that are included in the MES Master Testing Strategy and Management Plan (including Defect Management),

including scheduled testing dates and scheduled testing times for each testing task or testing sub-task.

- 1.1.91. Service Level Agreement – A set of standards that codifies performance expectations between the Contractor and the Department.
- 1.1.92. Service Organization Control 1 (SOC 1) Type II – A service organization compliance framework developed by the American Institute of Certified Public Accountants (AICPA). The primary purpose is to review internal controls and ensure that that are effective over a period of time.
- 1.1.93. Service Organization Control 2 (SOC 2) Type II – A cybersecurity compliance framework developed by the American Institute of Certified Public Accountants (AICPA). The primary purpose of SOC 2 is to ensure that third-party service providers store and process client data in a secure manner.
- 1.1.94. System Development Lifecycle (SDLC) – A set of Department approved processes that governs planning, creating, testing, and deploying new technologies.
- 1.1.95. Source – A place, person, or thing from which something comes or can be obtained, such as an external system which provides the data to be loaded into the Target system.
- 1.1.96. Sprint -- A set period of time during which a set of specific tasks must be completed.
- 1.1.97. Stakeholders – A Stakeholder is any person or entity that has an interest or concern in a business or Project, in which all the members or participants are seen as having an interest in its success.
- 1.1.98. Start-Up Period – The period starting on the Effective Date and ending on the Operational Start Date.
- 1.1.99. System(s) – The MIDA Integration Platform and the MES Ecosystem.
- 1.1.100. System Testing – Testing technique whose purpose is to confirm that functions within a system are interacting appropriately.
- 1.1.101. Target – An object or goal that is being aimed at, such as a target system or destination place where something is being sent, taken, going, or directed.
- 1.1.102. Technical Architecture – The design and documentation of a software application. Technical Architecture is a form of Information Technology architecture that is used to design computer systems and that provides a blueprint schematic for developers to use when they are building or modifying a computer system.
- 1.1.103. Technology Vendors – A person or entity who provides or proposes to provide to a customer proprietary information technology goods or services, including software, hardware, products, processes, algorithms, User Interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information.
- 1.1.104. Test Case -- The actions required to verify a specific requirement or set of requirements in software testing. The test case details the steps, data, prerequisites, and postconditions necessary to verify requirements.
- 1.1.105. Testing Environment – The environment where hardware and software components include configuration settings that are necessary to test and validate the application meets design specifications.

- 1.1.106. Testing Phase – The period of time during which the Contractor ensure the Project meets design specifications.
- 1.1.107. Transition Phase – The process of migrating operations of the system, staff and related processes from the incumbent vendor, with minimum disruption of service.
- 1.1.108. Transmittal – An official document from the Department authorizing the Contractor to perform a specific function that is considered within the Contractor’s Scope-of-Work during the Contract, but a Transmittal may not be used for any changes that require an SDLC or follow the Change Management Process.
- 1.1.109. Unit Testing – Testing technique whose purpose is to confirm that a component is validated and functions as expected within the confines of the specification that it was developed.
- 1.1.110. User(s) – A person who utilizes a computer, network service, or other equipment. A User often has a User account and is identified to the system by a username. Also called End User for the Target User (employee or customer)
- 1.1.111. User Acceptance Testing (UAT) – Testing technique whose purpose is for Department staff and other business testers to validate the solution meets pre-established requirements.
- 1.1.112. User Documentation – Explanatory and informational materials concerning the Department’s documentation or Vendor’s products, company products, in printed or electronic format, which the Department or Vendor/Contractor has released for distribution to End Users which may include manuals, descriptions, User and/or installation instructions, diagrams, printouts, listings, flowcharts, and training materials.
- 1.1.113. User Story -- An informal, general explanation of a software feature written from the perspective of the end user.
- 1.1.114. Warranty Period – Covers the period before project closure where the development team is responsible for resolving any defects or incidents discovered after release.
- 1.1.115. Workflow – A Workflow is a sequence of any business or industry tasks that processes a set of data. Workflows are the paths that describe how something goes from being undone to done, or raw to processed.
- 1.1.116. Workforce Management (WFM) – The way in which the Contractor will strategically allocate people and resources to meet Producer Call Center Service Level Agreements.
- 1.1.117. 508/ADA -- Section 508 of the Rehabilitation Act of 1973. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities.

2. ACRONYMS AND ABBREVIATIONS

- 2.1. The following list is provided to assist the reader in understanding certain acronyms and abbreviations used in this Contract:
 - 2.1.1. ADKAR – Awareness, Desire, Knowledge, Ability, Reinforcement
 - 2.1.2. ALM – Application Lifecycle Management
 - 2.1.3. APD – Advanced Planning Document
 - 2.1.4. API – Application Programming Interface
 - 2.1.5. AWS – Amazon Web Services

- 2.1.6. BIDM – Business Intelligence Data Management System
- 2.1.7. CAP – Corrective Action Plan
- 2.1.8. CBMS – Colorado Benefits Management System
- 2.1.9. CCM – Care and Case Management
- 2.1.10. CEF – CMS Conditions for Enhanced Funding
- 2.1.11. CFR – Code of Federal Regulations
- 2.1.12. CHP+ – Child Health Plan Plus
- 2.1.13. CMS – Centers for Medicare and Medicaid Services
- 2.1.14. COE – Center of Excellence
- 2.1.15. COTS – Commercial off the Shelf
- 2.1.16. CR – Certification Review
- 2.1.17. C.R.S. – Colorado Revised Statutes
- 2.1.18. CSM – Customer Service Management
- 2.1.19. DDI – Design, Development, and Implementation
- 2.1.20. DED – Deliverables Expectations Document
- 2.1.21. EPMO – The Department’s Enterprise Project Management Office
- 2.1.22. ESI – Enterprise Solution Integration Platform
- 2.1.23. FFP – Federal Financial Participation
- 2.1.24. FHIR – Fast Healthcare Interoperability Resources
- 2.1.25. HIPAA – Health Insurance Portability and Accountability Act of 1996, as amended.
- 2.1.26. HIT – State Medicaid Health Information Technology
- 2.1.27. HL7 – Health Level Seven International
- 2.1.28. iC – Colorado interChange MMIS
- 2.1.29. ICD – MES Interface Control Document
- 2.1.30. IMS – Integrated Master Schedule
- 2.1.31. ITN – Invitation to Negotiate
- 2.1.32. JSON – JavaScript Object Notation
- 2.1.33. KPI – Key Performance Indicators
- 2.1.34. MES – Medicaid Enterprise Solutions
- 2.1.35. MFCU – The Colorado Medicaid Fraud Control Unit in the Colorado Department of Law
- 2.1.36. MIDA – Medicaid Enterprise Solutions Integration, Data & Alignment
- 2.1.37. MMIS – Medicaid Management Information System
- 2.1.38. OCM – Organizational Change Management
- 2.1.39. OIT – Governor’s Office of Information Technology

- 2.1.40. ORR – Operational Readiness Review
- 2.1.41. O&M – Operations and Maintenance / Enhancement
- 2.1.42. PCBA – Person Centered Budget Algorithm
- 2.1.43. PHI – Protected Health Information
- 2.1.44. PII – Personally Identifiable Information
- 2.1.45. PMBOK – Project Management Body of Knowledge
- 2.1.46. PMP – Project Management Plan
- 2.1.47. POA&M – Plan of Action & Milestones
- 2.1.48. QMP – Quality Maintenance Payment
- 2.1.49. RCA – Root Cause Analysis
- 2.1.50. RTM – Requirements Traceability Matrix
- 2.1.51. SaaS – Software as a Service
- 2.1.52. SCR – System Change Request
- 2.1.53. SDLC – System Development Lifecycle
- 2.1.54. SFY – State Fiscal Year
- 2.1.55. SIT – System Integration Testing
- 2.1.56. SLA – Service Level Agreement
- 2.1.57. SMC – Streamlined Modular Certification
- 2.1.58. SME – Subject Matter Expert
- 2.1.59. SSO – Single Sign On
- 2.1.60. U.S.C. – United States Code
- 2.1.61. UAT – User Acceptance Testing
- 2.1.62. VARA – Visual Rights Act of 1990
- 2.1.63. VSIP – Vender Solution Integration Plan
- 2.1.64. WS – Web Service
- 2.1.65. XML – eXtensible Markup Language

EXHIBIT E, CONTRACTOR'S ADMINISTRATIVE REQUIREMENTS

1. CONTRACTOR'S GENERAL REQUIREMENTS

- 1.1. The Department will contract with only one organization, the Contractor, and will work solely with that organization with respect to all tasks and Deliverables to be completed, services to be rendered, and performance standards to be met under this Contract.
- 1.2. Contractor may be privy to internal policy discussions, contractual issues, price negotiations, confidential medical information, Department financial information, advance knowledge of legislation and other Confidential Information. In addition to all other confidentiality requirements of the Contract, the Contractor shall also consider and treat any such information as Confidential Information and shall only disclose it in accordance with the terms of the Contract.
- 1.3. Contractor shall work cooperatively with Department Staff and, if applicable, the staff of other State contractors toward the completion of the Work. The Department may, in its sole discretion, use other contractors to perform activities related to the Work that are not contained in the Contract or to perform any of the Department's responsibilities. In the event of a conflict between Contractor and any other State contractor, the State will resolve the conflict and Contractor shall abide by the resolution provided by the State.
- 1.4. Contractor shall inform the Department on current trends and issues in the healthcare marketplace and provide information on new technologies in use that may impact the Contractor's responsibilities under this Contract.
- 1.5. Contractor shall maintain complete and detailed records of all meetings, system development life cycle documents, presentations, Project Artifacts, and any other interactions or Deliverables or Work Components related to the Work described in the Contract. Contractor shall make such records available to the Department upon request throughout the term of the Contract.
- 1.6. Deviation caused by the Department or an MES Vendor from the Department-approved timeline set forth in the CCM Project Schedule will be subject to the change control process.
- 1.7. Deliverables and Work Components
 - 1.7.1. All Deliverables and Work Components shall meet Department-approved format and content requirements. Unless otherwise specified in Exhibit B, Statement of Work, Contractor shall produce all Deliverables and Work Components according to Exhibit B, Deliverables and Work Components Due Dates, or the Department-approved CCM Project Schedule, as applicable.
 - 1.7.1.1. Contractor shall submit each Deliverable and Work Component in electronic media to the Department for review and approval and shall adhere to the following Deliverable and Work Component process such for any documentation creation, review, and acceptable cycle, Contractor shall:
 - 1.7.1.1.1. Gather and document requirements for the Deliverable and Work Component.
 - 1.7.1.1.2. Create a draft in the Department-approved format for the individual Deliverable and Work Component.

- 1.7.1.1.3. Perform internal quality control review(s) of the Deliverable and Work Component, including, but not limited to:
 - 1.7.1.1.3.1. Readability.
 - 1.7.1.1.3.2. Spelling.
 - 1.7.1.1.3.3. Grammar.
 - 1.7.1.1.3.4. Completion.
- 1.7.1.1.4. Adhere to all required templates or development of templates.
- 1.7.1.1.5. Perform modifications that include version control and tracked changes.
- 1.7.1.2. The Department will review the Deliverable and/or Work Component within 10 Business Days after the Department receives the Deliverable and/or Work Component and may direct Contractor to make changes to the Deliverable and/or Work Component within the 10 Business Days, to the extent the Deliverable and/or Work Component does not satisfy Contractual requirements, obligations, or specifications. Contractor shall make all changes within five Business Days following the Department's direction to make the change unless the Parties agree to a longer period in writing. The Department will review the Contractor's changes within three Business Days and may, in the Department's discretion, accept the Deliverable and/or Work Component or may direct further changes.
 - 1.7.1.2.1. Changes the Department direct include, but are not limited to, modifying portions of the Deliverable or Work Component, requiring new pages or portions of the Deliverable or Work Component, requiring resubmission of the Deliverable or Work Component, or requiring inclusion of information or components that were left out of the Deliverable, all to the extent such modifications are required to conform the Deliverable or Work Component to the applicable obligations, requirements, or specifications.
 - 1.7.1.2.2. The Department may also direct Contractor to provide clarification or provide a walkthrough of any Deliverable or Work Component to assist the Department in its review. Contractor shall provide the clarification or walkthrough as directed by the Department.
 - 1.7.1.2.3. If the Department rejects a Deliverable or Work Component, Contractor shall work with the Department to review the Deliverable or Work Component and any impacts to any Department-approved schedule.
- 1.7.1.3. Once the Department has received an acceptable version of the Deliverable based on the mutually agreed upon acceptance criteria contained in Deliverable PM 1.2 Project Management Plan, including all changes directed by the Department to the extent the Deliverable fails to meet such acceptance criteria, the Department will notify Contractor of its acceptance of the Deliverable in writing where such notification shall occur within five days after receipt of the corrected Deliverable. A Deliverable shall not be deemed accepted prior to the Department's notice to Contractor of its acceptance of that Deliverable.
- 1.7.2. Contractor shall employ an internal quality control process to confirm that all Deliverables and Work Components are complete, accurate, easy to understand and of high quality, as described herein. Contractor shall provide Deliverables and Work Components that, at a minimum, are responsive to the specific requirements for that Deliverable or Work

Component, organized into a logical order, contain accurate spelling and grammar, are formatted uniformly, and contain accurate information and correct calculations. Contractor shall retain all draft and marked-up documents and checklists utilized in reviewing Deliverables and Work Components for reference as directed by the Department.

- 1.7.3. In the event any due date for a Deliverable or Work Component falls on a day that is not a Business Day, the due date shall be automatically extended to the next Business Day, unless otherwise directed by the Department.
- 1.7.4. All due dates or timelines that reference a period of days, months, or quarters shall be measured in calendar days, months, and quarters unless specifically stated as being measured in Business Days or otherwise. All times stated in the Contract shall be considered to be in Mountain Time, adjusted for Daylight Saving Time as appropriate, unless specifically stated otherwise.
- 1.7.5. No Deliverable, Work Component, report, data, procedure, or system created by Contractor for the Department that is necessary to fulfilling Contractor’s responsibilities under the Contract, as determined by the Department, shall be considered proprietary, except as otherwise provided in this Contract.
- 1.7.6. If any Deliverable or Work Component contains ongoing responsibilities or requirements for Contractor, such as Deliverables or Work Components that are plans, policies, or procedures, then Contractor shall comply with all requirements of the most recently approved version of that Deliverable or Work Component. Contractor shall not implement any version of any such Deliverable or Work Component prior to receipt of the Department’s written approval of that version of that Deliverable or Work Component. Once a version of any Deliverable or Work Component described in this subsection is approved by the Department, all requirements, Milestones and other Deliverables or Work Components contained within that Deliverable or Work Component shall be considered to be requirements, Milestones, Deliverables, and Work Components of this Contract.
 - 1.7.6.1. Any Deliverable or Work Component described as an update of another Deliverable or Work Component shall be considered a version of the original Deliverable or Work Component for the purposes of this subsection.

1.8. Stated Deliverables, Work Components, and Performance Standards

- 1.8.1. Any section within this Exhibit E headed with or including the term “DELIVERABLE,” or “PERFORMANCE STANDARD” is intended to highlight a Deliverable, Work Component, or performance standard contained in this Exhibit E and identify a clear due date or location where the due date is retained for the Deliverables and Work Components. The sections with these headings are for ease of reference not intended to expand or limit the requirements or responsibilities related to any Deliverable, Work Component, or performance standard, except to identify the due date or location where the due date is retained for the Deliverables and Work Components.

1.9. Communication with the Department

- 1.9.1. Contractor shall enable all Contractor staff to exchange documents and electronic files with the Department Staff in formats compatible with the Department’s systems. The Department currently uses Microsoft Office 2016 and/or Microsoft Office 365 for PC. If Contractor uses a compatible program, then the Contractor shall make all documents or files delivered to the

Department completely transferrable and reviewable, without error, on the Department's systems.

- 1.9.2. The Department will use a transmittal process to provide the Contractor with official direction within the scope of the Contract. Contractor shall comply with all direction contained within a completed transmittal. For a transmittal to be considered complete, it must include, at a minimum, all of the following:
 - 1.9.2.1. The date the transmittal will be effective.
 - 1.9.2.2. Direction to the Contractor regarding performance under the Contract.
 - 1.9.2.3. A due date or timeline by which the Contractor shall comply with the direction contained in the transmittal.
 - 1.9.2.4. The signature of the Department employee who has been designated to sign transmittals.
 - 1.9.2.4.1. The Department will provide Contractor with the name of the person it has designated to sign transmittals on behalf of the Department, who will be the Department's primary designee. The Department will also provide the Contractor with a list of backups who may sign a transmittal on behalf of the Department if the primary designee is unavailable. The Department may change any of its designees from time to time by providing notice to the Contractor through a transmittal.
- 1.9.3. The Department may deliver a completed transmittal to the Contractor in hard copy, as a scanned attachment to an email or through a dedicated communication system, if such a system is available.
 - 1.9.3.1. If a transmittal is delivered through a dedicated communication system or other electronic system, then the Department may use an electronic signature to sign that transmittal.
- 1.9.4. If Contractor receives conflicting transmittals, Contractor shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, to obtain direction. If the Department does not provide direction otherwise, then the transmittal with the latest effective date shall control.
- 1.9.5. In the event that Contractor receives direction from the Department outside of the transmittal process, it shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, and have the Department confirm that direction through a transmittal prior to complying with that direction.
- 1.9.6. Transmittals may not be used in place of an amendment, and may not, under any circumstances be used to modify the term of the Contract or any compensation under the Contract. Transmittals are not intended to be the sole means of communication between the Department and Contractor, and the Department may provide day-to-day communication to the Contractor without using a transmittal.
- 1.9.7. Contractor shall retain all transmittals for reference in a searchable format and shall provide copies of any received transmittals upon request by the Department.

1.10. Start-Up Period

- 1.10.1. With input from the Department, Contractor shall complete all of the following during the Start-Up Period:
 - 1.10.1.1. Schedule and facilitate a Kickoff Meeting that includes the following:

- 1.10.1.1.1. Key Personnel.
- 1.10.1.1.2. Department Leadership.
- 1.10.1.1.3. Department Project Team Members.
- 1.10.1.1.4. Any other relevant and needed persons or organizations, as defined by the Department.
- 1.10.1.2. Develop Kickoff Meeting materials and an agenda that contains, at a minimum, the following:
 - 1.10.1.2.1. Initial timelines for starting the Work and creating initial Deliverables.
 - 1.10.1.2.2. Establishment of Communication channels to describe how the Work is to be completed.
 - 1.10.1.2.3. Transmission methods and specific Deliverable or Work Component templates or requirements.
 - 1.10.1.2.4. Any other item required to initiate that Work is started and completed on time.
- 1.10.1.3. Prepare Kickoff Meeting Minutes and submit to the Department for review and approval.
 - 1.10.1.3.1. DELIVERABLE: Kickoff Meeting Agenda & Materials (Reference: part of DEL PM 1.3 Project Schedule)
 - 1.10.1.3.2. DUE: Within three Business Days before the Kickoff Meeting
- 1.11. Performance Reviews
 - 1.11.1. The Department may conduct performance reviews or evaluations of the Contractor in relation to the Work performed under the Contract.
 - 1.11.2. The Department may work with the Contractor in the completion of any performance reviews or evaluations or the Department may complete any or all performance reviews or evaluations independently, at the Department's sole discretion.
 - 1.11.3. Contractor shall provide all information necessary for the Department to complete all performance reviews or evaluations, as determined by the Department, upon the Department's request. Contractor shall provide this information regardless of whether the Department decides to work with the Contractor on any aspect of the performance review or evaluation.
 - 1.11.4. The Department may conduct these performance reviews or evaluations at any point during the term of the Contract.
 - 1.11.5. The Department may make the results of any performance reviews or evaluations available to the public, or may publicly post the results of any performance reviews or evaluations. The Department will share and allow Contractor to review and provide input to any performance reviews or evaluations prior to the Department making any performance review available to the public.
- 1.12. Renewal Options and Extensions
 - 1.12.1. The Department may, within its sole discretion, choose to not exercise any renewal option in the Contract for any reason. If the Department chooses to not exercise an option, it will notify the Contractor in writing within 60 days before the expiration of the current contract period.

The Department reserves the right to reprocore the performance of the Work in its sole discretion.

- 1.12.2. The Parties may amend the Contract to extend beyond five years, in accordance with the Colorado Procurement Code and its implementing rules, in the event that the Department determines the extension is necessary to align the Contract with other Department contracts, to address state or federal programmatic or policy changes related to the Contract, or to provide sufficient time to transition the Work.
- 1.12.3. In the event that the Contract is extended beyond five years, the Contractor and the Department shall agree to an annual maximum compensation for the Contract in any of those additional years, making sure any annual maximum compensation for the Contract is in compliance with any applicable statute, rule, regulation, or Department requirement.
- 1.12.4. The limitation on the annual maximum compensation in this Contract shall not include increases made specifically as compensation for additional Work added to the Contract.

1.13. Department System Access

- 1.13.1. In the event that the Contractor requires access to any Department computer system to complete the Work, the Contractor shall have and maintain all hardware, software, and Interfaces necessary to access the system without requiring any modification to the Department's system. Contractor shall follow all Department policies, processes, and procedures necessary to gain access to the Department's systems.
- 1.13.2. Contractor shall be responsible for any costs associated with obtaining and maintaining access to systems needed to perform the Work under this solicitation, as determined by the Department. The Department will not reimburse the Contractor for any costs associated with obtaining and maintaining access to Department systems.

1.14. Provider Fraud

- 1.14.1. Contractor shall notify the Department and the Colorado Medicaid Fraud Control Unit of the Colorado Department of Law (MFCU) if it identifies or suspects possible Provider Fraud as a result of any activities in its performance of this Contract.
- 1.14.2. Upon identification or suspicion of possible Provider Fraud, the Contractor shall complete the Contractor Suspected Fraud Written Notice Form provided by the Department.
 - 1.14.2.1. For each incident of identified or suspected Provider Fraud, Contractor shall provide all of the following, at a minimum:
 - 1.14.2.1.1. Written documentation of the findings.
 - 1.14.2.1.2. Information on any verbal or written reports.
 - 1.14.2.1.3. All details of the findings and concerns, including a chronology of Contractor actions which resulted in the reports, in a format agreed to by the Department.
 - 1.14.2.1.4. Information on the identification of any affected claims that have been discovered.
 - 1.14.2.1.5. Any claims data associated with its report (in a mutually agreed upon format, if possible).
 - 1.14.2.1.6. Any additional information as required by the Department.

- 1.14.3. For each incident of identified or suspected Provider Fraud, Contractor shall deliver the completed Contractor Suspected Fraud Written Notice Form to the Department and the MFCU.
 - 1.14.3.1. DELIVERABLE: Completed Contractor Suspected Fraud Written Notice Form
 - 1.14.3.2. DUE: Within three Business Days following the initial discovery of the Fraud or suspected Fraud
- 1.14.4. Contractor shall revise or provide additional information related to the Contractor Suspected Fraud Written Notice Form as requested by the Department or the MFCU.
 - 1.14.4.1. DELIVERABLE: Contractor Suspected Fraud Written Notice Revisions and Additional Information
 - 1.14.4.2. DUE: Within three Business Days following the Department's or the MFCU's request, unless the Department or MFCU provides for a different period in its request.
- 1.15. Member Fraud
 - 1.15.1. Contractor shall notify the Department if it identifies or suspects possible Member Fraud as a result of any activities in its performance of this Contract.
 - 1.15.2. Upon identification or suspicion of possible Member Fraud, the Contractor shall complete the Contractor Suspected Fraud Written Notice Form provided by the Department.
 - 1.15.2.1. For each incident of identified or suspected Member Fraud, Contractor shall provide all of the following, at a minimum:
 - 1.15.2.1.1. All written reports related to the suspected fraud.
 - 1.15.2.1.2. All details of the findings and concerns, including a chronology of Contractor actions which resulted in the reports, and the Member's State ID number, and Member's date of birth if applicable.
 - 1.15.2.1.3. Information on the identification of any affected claims that have been discovered.
 - 1.15.2.1.4. Any claims data associated with its report in a format agreed to by the Department.
 - 1.15.2.1.5. Any additional information as required by the Department.
 - 1.15.3. For each incident of identified or suspected Member Fraud, Contractor shall deliver the completed Contractor Suspected Fraud Written Notice Form to the Department at report.clientfraud@state.co.us. Should the Department, from time to time, require Contractor to use an alternate email address, the Department will provide sufficient notice in writing to Contractor.
 - 1.15.3.1. DELIVERABLE: Completed Contractor Suspected Fraud Written Notice Form
 - 1.15.3.2. DUE: Within three Business Days following the initial discovery of the Fraud or suspected Fraud
 - 1.15.4. Contractor shall revise or provide additional information related to the Contractor Suspected Fraud Written Notice Form as requested by the Department.
 - 1.15.4.1. DELIVERABLE: Contractor Suspected Fraud Written Notice Revisions and Additional Information

- 1.15.4.2. DUE: Within three Business Days following the Department's request, unless the Department provides for a different period in its request.

2. CONTRACTOR PERSONNEL

2.1. Personnel Availability

- 2.1.1. Contractor's Key Personnel and Other Personnel assigned to the Contract shall be available for meetings with the Department during the Department's normal business hours, as such meetings are mutually agreed upon by the Parties, throughout the duration of this Contract unless the Parties otherwise agree in writing. When reasonably necessary, Contractor shall also make these personnel available outside of the Department's normal business hours and on weekends with prior notice from the Department, throughout the duration of this Contract unless the Parties otherwise agree in writing.
- 2.1.2. Contractor's Key Personnel and Other Personnel shall be available for all regularly scheduled meetings between Contractor and the Department, unless the Department has granted prior written approval otherwise.
- 2.1.3. Contractor shall ensure that the Key Personnel and Other Personnel attending all meetings between the Department and Contractor have the authority to represent and commit Contractor regarding work planning, problem resolution and program development.
- 2.1.4. At the Department's direction, the Contractor shall make its Key Personnel and Other Personnel available to attend meetings as subject matter experts with stakeholders both within the State government and external private stakeholders.
- 2.1.5. All of Contractor's Key Personnel and Other Personnel that attend any meeting with the Department or other Department stakeholders shall attend by video conference (via camera), unless the Department gives prior, written permission to be physically present at the location of a meeting or to attend by telephone. Contractor shall provide all additional equipment necessary for attendance by virtual conferencing, including any virtual meeting space or telephone conference lines.
- 2.1.6. As requested by the Department, Contractor and the Department shall conduct in-person meetings, as needed, to facilitate and implement the provisions of the Contract.
- 2.1.7. Contractor shall respond to all telephone calls, voicemails, and emails from the Department within two Business Days of receipt by the Contractor.

2.2. Key Personnel

- 2.2.1. Contractor shall identify and provide resumes for proposed Key Personnel who will be available to perform Work under the Contract. Any substitutions shall be approved by the Department prior to their assignment to perform Work under the Contract. Key personnel include:
 - 2.2.1.1. Account Manager
 - 2.2.1.2. Project Manager
 - 2.2.1.3. Business Analyst Lead
 - 2.2.1.4. Developer Lead
 - 2.2.1.5. Quality Analyst Lead
 - 2.2.1.6. Trainer Lead

- 2.2.2. Contractor shall obtain Department review and approval of the Resource Management Plan and materials and any subsequent updates.
- 2.2.3. Contractor shall adhere to the approved Resource Management plan, ensuring that key staff roles are always filled. Key staff shall not be removed or replaced by Vendor for use on other projects, without Department consent.
- 2.2.4. Contractor shall Provide sufficient, qualified and appropriately trained staff to meet all requirements of the Contract.
- 2.2.5. Contractor shall provide resumes to the Department for approval of all key staff roles, for any changes to key staff during the contract term. The Department reserves the right to approve/deny key staff assigned to the Contract.
- 2.2.6. Contractor shall notify the Department of a vacancy in any of the listed key staff positions within forty-eight (48) hours of notice.
- 2.2.7. Contractor shall fill any vacant key staff role position within sixty (60) days of the vacancy.
- 2.2.8. For vacancies that are difficult to fill or that require a unique skill set, Contractor shall request approval from the Department for any extension and provide a plan for filling the position.
- 2.2.9. Contractor shall provide documentation in response to a Department audit, within ten (10) business days, to confirm that all project positions are filled with staff adequate for their project role, based on the experience, skills, location, and other requirements established by the Department.
- 2.2.10. Contractor shall provide evidence of completed background security checks through submission of results of background checks for all Vendor staff prior to assignment, as required by the Department.
- 2.2.11. Contractor shall make specific Staff, who are not located in Denver, CO available during the Department's business hours of 8:00 a.m. to 5:00 p.m. MT for key meetings and/or special events (e.g., operational cutover) at no additional cost to the Department except as set forth in Exhibit C. Efforts will be made to communicate the specific resources required one (1) to two (2) days in advance of the meeting or event.
- 2.2.12. For staff roles that are designated to be on-site or local, they shall be located in the city of Denver, CO.
- 2.2.13. For staff roles that are not designated to be on-site or local, they shall be located within the United States and United States Territories.
- 2.2.14. The Key Personnel named shall, at minimum, possess the following qualifications:
 - 2.2.14.1. At least five (5) years of experience in the particular named service (e.g., account management, compliance management, systems management, etc.) preferably within in the health care industry
 - 2.2.14.2. Demonstrated experience and knowledge of industry standard and best practices regarding large-scale and enterprise-level projects
 - 2.2.14.3. Specific practical experience in their submitted area of expertise
 - 2.2.14.4. At least three (3) years of experience in performing similar services on complex systems-based modern technology or operational systems
 - 2.2.14.5. Preferred experience in health care related concepts

- 2.2.15. All Key Personnel designated by the Department or Contractor in the proposal shall be approved prior to their assignment to perform Work under the Contract. Key Personnel shall be accessible to key Department personnel at all times. Key Personnel will be evaluated yearly. The Key Personnel would be preferred to be located in the State of Colorado.
- 2.2.16. Contractor's project management staff are responsible for managing the enhancements as projects, following Department approved methodologies, reporting on project performance, and prioritizing enhancements according to Department priorities. Enhancements are defined as system customization and configuration requiring full SDLC methods. Transmittals are separately staffed per FAO requirements.
- 2.2.17. All Key Personnel designated by the Department or Contractor in the proposal shall be approved prior to their assignment to perform Work under the Contract. The Department has identified a list of key job duties that are required throughout the various Project Phases over the Contract term. These job duties shall be performed by Key Personnel, but can be shared amongst Key Personnel roles (i.e., does not necessarily require separate people) where practical and allowed.
- 2.2.18. Account Manager
 - 2.2.18.1. Contractor shall designate an Account Manager for all phases of the contract, starting upon Contract effective date. This position's responsibilities include:
 - 2.2.18.1.1. Serve as the Contract primary point of contact to maintain communication with the Department's CCM Contract Administrator and Department Management for activities related to contract administration and overall relationship management with the Department.
 - 2.2.18.1.2. Serve as the focal point for all escalations and be responsible for ensuring that the Colorado implementation has the full support of the contractor organization in terms of personnel and other resources.
 - 2.2.18.1.3. Manage the Care Management System and Operations and have them work with all other Fiscal Agent Operations Managers for the other modules and Core/MMIS solutions/modules; Oversee dedicated transition/operations staff to include:
 - 2.2.18.1.4. Project Manager (1)
 - 2.2.18.1.5. Business Analyst Leads (3)
 - 2.2.18.1.6. Configuration Lead (1)
 - 2.2.18.1.7. Configuration Analyst (3)
 - 2.2.18.1.8. Developer Lead (2)
 - 2.2.18.1.9. Developer (4)
 - 2.2.18.1.10. Developer Report Writer (1)
 - 2.2.18.1.11. Developer Technical Business Analyst (1)
 - 2.2.18.1.12. Production Support Analyst (1)
 - 2.2.18.1.13. Quality Analyst Lead (1)
 - 2.2.18.1.14. Quality Analyst (3)
 - 2.2.18.1.15. Scrum Master (1)

- 2.2.18.1.16. Trainer (4)
- 2.2.18.1.17. Be dedicated to the Colorado contract full time.
- 2.2.19. Project Manager
 - 2.2.19.1. Contractor shall designate a Project Manager for all phases of the contract, starting upon Contract effective date. This position's responsibilities include:
 - 2.2.19.1.1. Serve as the Contract primary point of contact to manage the project on a day-to-day basis, provide status reporting to the Department and serve as single point of contact for all project related activities.
 - 2.2.19.1.2. Manage the project schedule, track tasks to completion and update the risk register and be the focal point for submission of all project deliverables.
- 2.2.20. Business Analyst Lead
 - 2.2.20.1. Contractor shall designate a Business Analyst Lead for all phases of the contract, starting upon Contract effective date. This position's responsibilities include:
 - 2.2.20.1.1. Leverage prior experienced in the health care space to resolve a wide range of issues in creative ways.
 - 2.2.20.1.2. Create, analyze, and validate details on back-end/source system capabilities. (e. g: identify data sources and/or provide mapping/spec definition etc.).
 - 2.2.20.1.3. Contribute to refinement/grooming user stories, test scenarios etc., working closely with product owner, sprint team and other teams/stakeholders.
 - 2.2.20.1.4. Facilitate and help the team understand and define "how" the capability required can be accomplished, while influencing the "what."
 - 2.2.20.2. Be dedicated to the Colorado contract full time.
- 2.2.21. Developer Lead
 - 2.2.22. Contractor shall designate a Developer Lead for all phases of the contract, starting upon Contract effective date. This position's responsibilities include
 - 2.2.22.1. Lead Agile, global development teams in achieving results through technical decision-making, peer code review and mentoring
 - 2.2.22.2. Provide oversight and mentorship to junior team members to ensure they adhere to standards and best practices]
 - 2.2.22.3. Communicate technical concepts and decisions to non-technical project members
 - 2.2.22.4. Participate in system design, development, testing, and deployment
 - 2.2.22.5. Contribute to the ongoing evolution of the existing portfolio of applications and services
 - 2.2.22.6. Be dedicated to the Colorado contract full time.
- 2.2.23. Quality Analyst/Lead
 - 2.2.24. Contractor shall designate a Quality Analyst/ Lead for all phases of the contract, starting upon Contract effective date. This position's responsibilities include
 - 2.2.24.1. Manage the defect load

- 2.2.24.2. Know how to test business rules and understand how they work, how the impact workflows and how they are configured
- 2.2.24.3. Work directly with product QA team on defects that appear to be product-related (i.e., follow process for notifying product team)
- 2.2.24.4. Work directly with config team on defects that appear to be config-related (i.e., follow process for notifying config team)
- 2.2.24.5. Work with QA Management to determine best strategy to communicate with Infrastructure for builds and other environment-related needs
- 2.2.24.6. Work directly with the Client Delivery leads and project team members (daily meeting) on new and outstanding defects and communicate them where necessary
- 2.2.24.7. Be dedicated to the Colorado contract full time.
- 2.2.25. Trainer Lead
- 2.2.26. Contractor shall designate a Trainer Lead for all phases of the contract, starting upon Contract effective date. This position's responsibilities include
 - 2.2.26.1. Execute on current training needs through platform analysis, platform updates, base configuration training, new module release training applicable for external and internal stakeholders.
 - 2.2.26.2. Draw an overall or individualized training and development plan that addresses needs and expectations
 - 2.2.26.3. Deploy a wide variety of training methods
 - 2.2.26.4. Conduct effective induction and orientation sessions
 - 2.2.26.5. Monitor and evaluate training program's effectiveness, success, and ROI periodically and report on them
- 2.2.27. Be dedicated to the Colorado contract full time.
- 2.2.28. Contractor shall not allow for any individual to fill more than one of the roles defined as Key Personnel.
- 2.3. Other Personnel Responsibilities
 - 2.3.1. Contractor shall use its discretion to determine the number of Other Personnel necessary to perform the Work in accordance with the requirements of this Contract. If the Department determines that Contractor has not provided sufficient Other Personnel to perform the Work in accordance with the requirements of this Contract, Contractor shall provide all additional Other Personnel necessary to perform the Work in accordance with the requirements of this Contract at no additional cost to the Department.
 - 2.3.2. Contractor shall ensure that all Other Personnel have sufficient training and experience to complete all portions of the Work assigned to them. Contractor shall provide all necessary training to its Other Personnel, except for State-provided training specifically described in this Contract.
 - 2.3.3. Contractor may subcontract to complete a portion of the Work required by the Contract. The conditions for using a Subcontractor or Subcontractors are as follows:
 - 2.3.3.1. Contractor shall not subcontract more than 40% of the Work.

2.3.3.2. Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the Department.

2.3.3.2.1. DELIVERABLE: Name of each Subcontractor and items on which each Subcontractor will work

2.3.3.2.2. DUE: The later of 30 days prior to the Subcontractor beginning work or the Effective Date

2.3.4. Contractor shall obtain prior consent and written approval for any use of Subcontractor(s).

3. INFORMATION TECHNOLOGY RELATED REQUIREMENTS

3.1. Colorado Information Security Policy (CISP) Compliance

3.1.1. Contractor shall assess its compliance with the CISPs, in effect at the time of the assessment, issued by the Governor’s Office of Information Technology (“OIT”) posted at www.oit.state.co.us/about/policies under Information Security.

3.1.1.1. For the purposes of reviewing and assessing compliance with the CISPs, the Contractor shall consider itself to be both the Information Technology Service Provider (ITSP) and Business Owner.

3.1.1.2. Contractor shall deliver to the State the signed CISP Attestation, on a form provided by the Department, indicating that Contractor has assessed its compliance with the CISPs and has developed a plan to correct, in a timely manner, any security vulnerabilities identified during the assessment.

3.1.1.2.1. DELIVERABLE: CISP Attestation

3.1.1.2.2. DUE: Within 30 Business Days after the Effective Date

3.1.1.3. Contractor shall assess its compliance with the CISPs on an annual basis and deliver to the State the signed CISP Attestation, on a form provided by the Department.

3.1.1.3.1. DELIVERABLE: Annual CISP Attestation

3.1.1.3.2. DUE: Annually, by June 30th of each year

3.1.1.4. Contractor shall cause its Subcontractors to comply with the CISPs and to assess their compliance on at least an annual basis. If any Subcontractor’s assessment determines that the Subcontractor is not in compliance, then Contractor shall ensure that Subcontractor corrects, in a timely manner, any security vulnerabilities identified during the assessment.

3.1.2. Health and Human Services HIPAA Security Rule Risk Assessments

3.1.2.1. Contractor shall deliver to the State a signed Initial HHS Attestation, on a form provided by the Department, indicating that Contractor has conducted a risk assessment of its operations related to the services provided under this Contract that satisfies the requirement of 45 CFR. §164.308(a)(1)(ii)(A) (the “HIPAA Security Rule”), and that Contractor has developed a plan to correct, in a timely manner, any vulnerabilities in administrative, technical, or physical safeguards identified during the assessment.

3.1.2.1.1. DELIVERABLE: Initial HHS Attestation

3.1.2.1.2. DUE: Within 30 Business Days after the Effective Date

- 3.1.2.2. Contractor shall conduct an annual risk assessment of its operations related to the services provided under this Contract that satisfies the requirement of the HIPAA Security Rule and deliver to the State the signed Annual HHS Attestation, on a form provided by the Department.
- 3.1.2.2.1. DELIVERABLE: Annual HHS Attestation
- 3.1.2.2.2. DUE DATE: Annually, by June 30th of each year
- 3.1.2.3. Contractor shall cause its Subcontractors to comply with the HIPAA Security Rule and assess their compliance on at least an annual basis. If any Subcontractor's assessment determines that the Subcontractor is not in compliance, then Contractor shall ensure that Subcontractor corrects, in a timely manner, any vulnerabilities in administrative, technical, or physical safeguards identified during the assessment.
- 3.1.3. Contractor shall provide the State with the results of Contractor's third-party audits for the purpose of evaluating physical and logical security control effectiveness.
- 3.1.4. Contractor shall perform background checks on all of its respective employees and agents performing services or having access to State Records provided under this Contract. A background check performed during the hiring process shall meet this requirement. Contractor shall perform a background check on any employee if the Contractor becomes aware of any reason to question the employability of an existing employee. Contractor shall require all Subcontractors to meet the standards of this requirement.
- 3.1.4.1. Contractor shall deliver to the State the signed Background Check Attestation, on a form provided by the Department, indicating that background checks have been completed on employees participating in operations related to this Contract.
- 3.1.4.1.1. DELIVERABLE: Background Check Attestation
- 3.1.4.1.2. DUE: Within 30 Business Days of the Effective Date

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EXHIBIT F, SAMPLE OPTION LETTER

OPTION LETTER

State Agency Department of Health Care Policy and Financing	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	Original Contract Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Option Contract Number Insert CMS number or Other Contract Number of this Option Contract Performance Beginning Date The later of the Effective Date or Month Day, Year Current Contract Expiration Date Month Day, Year

1. Options

- A. Option to extend for an Extension Term.
- B. Option to change the quantity of Goods under the Contract.
- C. Option to change the quantity of Services under the Contract.
- D. Option to modify the Contract rates.
- E. Option to initiate next phase of the Contract.

2. Required Provisions

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. Option Effective Date

- a. The Effective Date of this Option Letter is upon approval of the State Controller or the Effective Date of this Option Letter, whichever is later.

<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <hr/> <p>By: Kim Bimestefer, Executive Director</p> <p>Date: _____</p>	<p>In accordance with C.R.S. §24-30-202, this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <hr/> <p>By: Jerrod Cotosman, Controller, Department of Health Care Policy and Financing</p> <p>Option Effective Date: _____</p>
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EXHIBIT G, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Contract to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Contract, or any attachments or exhibits incorporated into and made a part of the Contract, the provisions of these Federal Provisions shall control.

2. FFATA AND UNIFORM GUIDANCE REQUIREMENTS

2.1. Definitions.

- 2.1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

- 2.1.1.1. “Award” means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

- 2.1.1.1.1. Awards may be in the form of:

- 2.1.1.1.1.1. Grants;

- 2.1.1.1.1.2. Contracts;

- 2.1.1.1.1.3. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

- 2.1.1.1.1.4. Loans;

- 2.1.1.1.1.5. Loan Guarantees;

- 2.1.1.1.1.6. Subsidies;

- 2.1.1.1.1.7. Insurance;

- 2.1.1.1.1.8. Food commodities;

- 2.1.1.1.1.9. Direct appropriations;

- 2.1.1.1.1.10. Assessed and voluntary contributions; and

- 2.1.1.1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

- 2.1.1.1.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

- 2.1.1.1.2. Award *does not* include:

- 2.1.1.1.2.1. Technical assistance, which provides services in lieu of money;

- 2.1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

- 2.1.1.1.2.3. Any award classified for security purposes; or

- 2.1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 2.1.1.2. “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in §2.1.1.1.1 of this Exhibit.
- 2.1.1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 2.1.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;
 - 2.1.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 2.1.1.5.2. A foreign public entity;
 - 2.1.1.5.3. A domestic or foreign non-profit organization;
 - 2.1.1.5.4. A domestic or foreign for-profit organization; and
 - 2.1.1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 2.1.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.1.10. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 2.1.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.1.12. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.1.13. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow

down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- 2.1.1.14. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.1.15. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.1.17. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 2.1.1.17.1. Salary and bonus;
 - 2.1.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.1.17.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.1.18. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.1.19. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular

A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.1.20. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2.2. Compliance.

2.2.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

2.3. System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.

2.3.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

2.3.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor’s information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor’s information.

2.4. Total Compensation.

2.4.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

2.4.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and

2.4.1.2. In the preceding fiscal year, Contractor received:

2.4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

2.4.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

2.4.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the

Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

2.5. Reporting.

2.5.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor’s obligations under this Contract.

2.6. Effective Date and Dollar Threshold for Reporting.

2.6.1. Reporting requirements in §2.7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

2.6.2. The procurement standards in §2.8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §2.10 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

2.7. Subrecipient Reporting Requirements.

2.7.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.

2.7.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

- 2.7.1.1.1. Subrecipient DUNS Number;
- 2.7.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
- 2.7.1.1.3. Subrecipient Parent DUNS Number;
- 2.7.1.1.4. Subrecipient’s address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 2.7.1.1.5. Subrecipient’s top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 2.7.1.1.6. Subrecipient’s Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

2.7.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

- 2.7.1.2.1. Subrecipient’s DUNS Number as registered in SAM.

2.7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

2.8. Procurement Standards.

2.8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

2.8.2. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors 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.

2.9. Access to Records

2.9.1. A Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

2.10. Single Audit Requirements

2.10.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

2.10.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

2.10.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit

requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

2.10.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

2.11. Contract Provisions for Subrecipient Contracts

2.11.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract.

2.11.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include 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.

2.11.1.1.1. During the performance of this contract, the contractor agrees as follows:

2.11.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2.11.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- 2.11.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 2.11.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 2.11.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 2.11.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 2.11.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”
- 2.11.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for 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 be required to 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. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance 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”). The Act provides that each contractor or Subrecipient must be 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 non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 2.11.1.3. **Rights to Inventions Made Under a Contract or Contract.** If the Federal Award meets the definition of “funding Contract” under 37 CFR §401.2 (a) and 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 Contract,” 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 Contracts,” and any implementing regulations issued by the awarding agency.
- 2.11.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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).
- 2.11.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide 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.
- 2.11.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors 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.

2.12. Certifications.

2.12.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

2.13. Exemptions.

2.13.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization the individual may own or operate in their name.

2.13.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

2.13.3. There are no Transparency Act reporting requirements for Vendors.

2.14. Event of Default.

2.14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

3. NONDISCRIMINATION UNDER FEDERAL AND STATE AUTHORITY

3.1. In addition to the statutes described in section 2.11 above, the Contractor shall also at all times during the term of this Contract strictly adhere to, and comply with, all applicable Federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Contract. The Contractor shall also require compliance with these statutes and regulations in subcontracts and subgrants permitted under this Contract. Applicable Federal and State law and regulations include:

Age Discrimination Act of 1975, as amended	42 U.S.C. 6101, et seq., 45 CFR 90, 45 CFR 91
Age Discrimination in Employment Act of 1967	29 U.S.C. 621-634
Americans with Disabilities Act of 1990 (ADA)	42 U.S.C. 12101, et seq., 28 CFR Part 35
Equal Pay Act of 1963	29 U.S.C. 206(d)
Federal Water Pollution Control Act, as amended	33 U.S.C. 1251, et seq.
Immigration Reform and Control Act of 1986	8 U.S.C. 1324b
Section 504 of the Rehabilitation Act of 1973, as amended	29 U.S.C. 794, 45 CFR 84, 45 CFR 85
Section 508 of the Rehabilitation Act of 1973	29 USC 794, 36 CFR 1194
Title VI of the Civil Rights Act of 1964, as amended	42 U.S.C. 2000d, 45 CFR 80
Title VII of the Civil Rights Act of 1964	42 U.S.C. 2000e, 29 CFR 1606.2
Title IX of the Education Amendments of 1972, as amended	20 U.S.C. 1681
Civil Rights Division	Section 24-34-301, CRS, <i>et seq.</i>

- 3.2. The Contractor also shall comply with any and all laws and regulations prohibiting discrimination in the specific program(s) which is/are the subject of this Contract. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, the Contractor makes the following assurances, upon which the State relies.
 - 3.2.1. The Contractor shall not discriminate against any person on the basis of race, color, ethnic or national origin, ancestry, age, sex, gender, sexual orientation, gender identity and expression, religion, creed, political beliefs, or disability, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions, in performance of Work under this Contract
 - 3.2.2. At all times during the performance of this Contract, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor.
 - 3.2.3. All websites and web content must meet Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards, as issued by the World Wide Web Consortium.
- 3.3. Procurement Provisions

- 3.3.1. The Contractor shall take all necessary affirmative steps, as required by 45 C.F.R. 92.36(e), Colorado Executive Order and Procurement Rules, to assure that small and minority businesses and women's business enterprises are used, when possible, as sources of supplies, equipment, construction, and services purchased under this Contract.

4. FEDERAL FINANCIAL PARTICIPATION RELATED INTELLECTUAL PROPERTY OWNERSHIP

- 4.1. In addition to the intellectual property ownership rights specified in the Contract, the following subsections enumerate the intellectual property ownership requirements the Contractor shall meet during the term of the Contract in relation to federal financial participation under 42 CFR §433.112 and 45 CFR §95.617.
 - 4.1.1. The Contractor shall notify the State before designing, developing, creating or installing any new data, new software or modification of a software that constitute Work Product under the Contract using Contract Funds. The Contractor shall not proceed with such designing, development, creation or installation of data or software without express written approval from the State.
 - 4.1.2. If the Contractor uses Contract Funds to develop necessary materials, including, but not limited to, programs, products, procedures, data and software that constitute Work Product under the Contract to fulfill its obligations under the Contract, the Contractor shall document all Contract Funds used in the development of the Work Product, including, but not limited to the materials, programs, procedures, and any data, software or software modifications.
 - 4.1.2.1. The terms of this Contract will encompass sole payment for any and all Work Product and intellectual property produced by the Contractor for the State. The Contractor shall not receive any additional payments for licenses, subscriptions, or to remove a restriction on any intellectual property Work Product related to or developed under the terms of this Contract.
 - 4.1.3. The Contractor shall provide the State comprehensive and exclusive access to and disclose all details of the Work Product produced using Contract Funds.
 - 4.1.4. The Contractor shall hereby assign to the State, without further consideration, all right, interest, title, ownership and ownership rights in all Work Product and Deliverables prepared and developed by the Contractor for the State, either alone or jointly, as defined under this Contract, as allowable in the United States under 17 U.S.C.S. §201 and §204 and in any foreign jurisdictions.
 - 4.1.4.1. Such assigned rights include, but are not limited to, all rights granted under 17 U.S.C.S §106, the right to use, sell, license or otherwise transfer or exploit the Work Product and the right to make such changes to the Work Product as determined by the State.
 - 4.1.4.2. This assignment shall also encompass any and all rights under 17 U.S.C.S §106A, also referred to as the Visual Artists Rights Act of 1990 (VARA), and any and all moral rights to the Work Product.

- 4.1.4.3. The Contractor shall require its employees and agents to, promptly sign and deliver any documents and take any action the State reasonably requests to establish and perfect the rights assigned to the State or its designees under these provisions.
- 4.1.4.4. The Contractor shall execute the assignment referenced herein immediately upon the creation of the Work Product pursuant to the terms of this Contract.
- 4.1.5. Except for the Contractor Property (as defined in the Contract), the State claims sole ownership and all ownership rights in all copyrightable software designed, developed, created or installed that constitute Work Product under this contract, including, but not limited to:
 - 4.1.5.1. Data and software, or modifications thereof that constitute Work Product created, designed or developed using Contract Funds.
 - 4.1.5.2. Associated documentation and procedures designed and developed to produce any systems, programs, reports and documentation that constitute Work Product.
 - 4.1.5.3. All other Work Products created, designed, purchased, or developed by the Contractor and funded using Contract Funds.
- 4.1.6. All ownership and ownership rights pertaining to Work Product created in the performance of this Contract will vest with the State, regardless of whether the Work Product was developed by the Contractor or any Subcontractor.
- 4.1.7. The Contractor shall fully assist in and allow without dispute, both during the term of this Contract and after its expiration, registration by the State of any and all copyrights and other intellectual property protections and registrations in Work Product, including but not limited to data, software, software modifications created, designed or developed using Contract Funds.
- 4.1.8. The State reserves a royalty-free, non-exclusive and irrevocable license to produce, publish or otherwise use such software, modifications, documentation and procedures that constitute Work Product created using Contract Funds on behalf of the State, the Federal Department of Health and Human Services (HHS) and its contractors. Such data and software includes, but is not limited to, the following:
 - 4.1.8.1. All computer software and programs that constitute Work Product, which have been designed or developed for the State, or acquired by the Contractor on behalf of the State, which are used in performance of the Contract.
 - 4.1.8.2. All internal system software and programs that constitute Work Product developed by the Contractor or subcontractor, which result from the performance of the Contract; excluding commercial software packages purchased under the Contractor's own license.
 - 4.1.8.3. All necessary data files.
 - 4.1.8.4. User and operation manuals and other documentation.
 - 4.1.8.5. System and program documentation in the form specified by the State.
 - 4.1.8.6. Training materials developed for State staff, agents or designated representatives in the operation and maintenance of this software.

EXHIBIT H, PII CERTIFICATION

STATE OF COLORADO

THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, Yousuf Ahmad, on behalf of AssureCare LLC (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order. I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

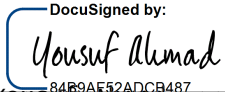
Signature: 
 Printed Name: Yousuf Ahmad
 Title: President & CEO
 Date: 7/25/2024 | 15:23 MDT

EXHIBIT I, INFORMATION TECHNOLOGY PROVISIONS

This Exhibit regarding **Information Technology Provisions** (the “Exhibit”) is an essential part of the agreement between the State and Contractor as described in the Contract to which this Exhibit is attached. Unless the context clearly requires a distinction between the Contract and this Exhibit, all references to “Contract” shall include this Exhibit. If there is language in the main body of this Contract or any other exhibit referencing “Force Majeure”, this Exhibit shall not be subject to the “Force Majeure” language. The provisions of this Exhibit are of vital importance to the State and the security of the State.

1. PROTECTION OF SYSTEM DATA

- A. In addition to the requirements of the main body of this Contract, if Contractor or any Subcontractor is given access to State Information Technology resources or State Records by the State or its agents in connection with Contractor’s performance under the Contract, Contractor shall protect such Information Technology resources and State Records in accordance with this Exhibit. All provisions of this Exhibit that refer to Contractor shall apply equally to any Subcontractor performing work in connection with the Contract.
- B. The terms of this Exhibit shall apply to the extent that Contractor’s obligations under this Contract include the provision of Information Technology goods or services to the State. Information Technology is computer-based equipment and related services designed for the storage, manipulation, and retrieval of data, and includes, without limitation:
 - i. Any technology, equipment, or related services described in §24-37.5-102(2), C.R.S.;
 - ii. The creation, use, processing, disclosure, transmission, or disposal of State Records, including any data or code, in electronic form; and
 - iii. Other existing or emerging technology, equipment, or related services that may require knowledge and expertise in Information Technology.
- C. Contractor shall, and shall cause its Subcontractors to meet all of the following:
 - i. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Contract.
 - ii. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and

- network), annual security testing, and improvements or enhancements consistent with evolving industry standards.
- iii. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
 - iv. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
 - v. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the State's Office of Information Security ("OIS").
 - vi. Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology ("OIT"), including change management, project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>
- D. Contractor shall provide the State with the Contractor's third-party audits for the purpose of evaluating physical and logical security control effectiveness.
- E. Contractor shall perform current background checks in a form reasonably acceptable to the State on all of its respective employees and agents performing services or having access to State Records provided under this Contract, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to State Records shall be deemed to be current.
- i. Upon request, Contractor shall provide notice to a designated representative for the State indicating that background checks have been performed. Such notice will inform the State of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.
 - ii. If Contractor will have access to Federal Tax Information under the Contract, Contractor shall agree to the State's requirements regarding Safeguarding Requirements for Federal Tax Information and shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

2. DATA HANDLING

- A. Contractor may not maintain or forward these State Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the State. Contractor may not maintain State Records in any data center or other

storage location outside the United States for any purpose without the prior express written consent of OIS.

- B. Contractor shall not allow remote access to State Records from outside the United States, including access by Contractor's employees or agents, without the prior express written consent of OIS. Contractor shall communicate any request regarding non-U.S. access to State Records to the Security and Compliance Representative for the State. The State shall have sole discretion to grant or deny any such request.
- C. Upon request by the State made any time prior to 60 days following the termination of this Contract for any reason, whether or not the Contract is expiring or terminating, Contractor shall make available to the State a complete download file of all State data.
 - i. This download file shall be made available to the State within 10 Business Days of the State's request, shall be encrypted and appropriately authenticated, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format.
 - ii. Upon the termination of Contractor's provision of data processing services, Contractor shall, as directed by the State, return all State Records provided by the State to Contractor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If any legal obligation imposed upon Contractor prevents it from returning or destroying all or part of the State Records provided by the State to Contractor, Contractor shall guarantee the confidentiality of all State Records provided by the State to Contractor and will not actively process such data anymore. Contractor shall not interrupt or obstruct the State's ability to access and retrieve State Records stored by Contractor.
- D. The State retains the right to use the established operational services to access and retrieve State Records stored on Contractor's infrastructure at its sole discretion and at any time. Upon request of the State or of the supervisory authority, Contractor shall provide the results of the third-party audit of its data processing facilities. Contractor shall provide a comprehensive review of the audit materials, specifically for addressing any security-related inquiries or concerns. The audit materials will not be deemed as public records and will be conducted under the same confidentiality provisions as outlined in this Contracts.

3. DELIVERY AND ACCEPTANCE

- A. Contractor shall provide and maintain a quality assurance system acceptable to the State for any Work or Deliverables under this Contract and shall provide to the State only such Work or Deliverables that have been inspected and found to

conform to the specifications identified in this Contract and any applicable solicitation, bid, offer, or proposal from which this Contract results.

- B. Contractor's delivery of any Work or Deliverables to the State shall constitute certification that such Work or Deliverable has been determined to conform to the applicable specifications, and Contractor shall make records of such quality assurance available to the State upon request during the term of the Contract or at any time within three years following expiration or termination of the Contract.
- C. For any Work or Deliverables other than the purchase or license of commercially available goods or software, acceptance of the Work or Deliverable shall require affirmative written communication from the State to the Contractor that such Work or Deliverable has been accepted by the State. Such communication shall be provided within a reasonable time period from the delivery of the Work or Deliverable and shall not be unreasonably delayed or withheld. Acceptance by the State shall be final, except in cases of Contractor's failure to conduct proper quality assurance, latent defects that could not reasonably have been detected upon delivery, or Contractor's gross negligence or willful misconduct.

4. WARRANTY

- A. Notwithstanding the acceptance of any Work or Deliverable, or the payment of any invoice for such Work or Deliverable, Contractor warrants that any Work or Deliverable provided by Contractor under this Contract shall be free from material defects and shall function in material accordance with the applicable specifications. Contractor warrants that any Work or Deliverable shall be, at the time of delivery, free from any harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other similar function designed to interfere with or damage the normal operation of Information Technology resources. Contractor's warranties under this section shall apply to any material defects or material nonconformities discovered within 180 days following delivery of any Work or Deliverable. In the interest of clarity, the SaaS Services are not subject to this warranty.
- B. Upon notice during the warranty term of any defect or material nonconformity, Contractor shall submit to the State in writing within 10 business days of the notice one or more recommendations for corrective action with sufficient documentation for the State to ascertain the feasibility, risks, and impacts of each recommendation. The State's remedy for such defect or material nonconformity shall be:
 - i. Contractor shall re-perform, repair, or replace such Work or Deliverable in accordance with any recommendation chosen by the State. Contractor shall

deliver, at no additional cost to the State, all documentation required under the Contract as applicable to the corrected Work or Deliverable; or

- ii. Contractor shall refund to the State all amounts paid for such Work or Deliverable.
- C. Any Work or Deliverable delivered to the State as a remedy under this section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work or Deliverable. The duration of the warranty for any replacement or corrected Work or Deliverable shall run from the date of the corrected or replacement Work or Deliverable.

5. COMPLIANCE

- A. In addition to the compliance obligations imposed by the main body of the Contract, Contractor shall comply with:
- i. All Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to §§24-37.5-401 through 406, C.R.S. and 8 CCR §1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>
 - ii. All information security and privacy obligations imposed by any applicable federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable based on the classification of the data relevant to Contractor's performance under the Contract. Such obligations may arise from:
 - a. Health Information Portability and Accountability Act (HIPAA)
 - b. IRS Publication 1075
 - c. Payment Card Industry Data Security Standard (PCI-DSS)
 - d. FBI Criminal Justice Information Service Security Addendum
 - e. CMS Minimum Acceptable Risk Standards for Exchanges
 - f. Electronic Information Exchange Security Requirements and Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration
- B. Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to Contractor's performance under the Contract.
- C. Contractor shall allow the State reasonable access and shall provide the State with information reasonably required to assess Contractor's compliance. Such access and information shall include:

- i. An annual SOC2 Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability, or an alternative audit recommended by OIS; or
 - ii. The performance of security audit and penetration tests, as requested by OIS, which shall be conducted by Contractor's third-party auditor.
- D. To the extent Contractor controls or maintains information systems used in connection with State Records, Contractor will provide OIS with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application level risk assessments, and other security assessment activities as required by this Contract or reasonably requested by OIS. Contractor will make reasonable efforts to remediate any vulnerabilities or will request a security exception from the State. The State will work with Contractor and OIS to prepare any requests for exceptions from the security requirements described in this Contract and its Exhibits, including mitigating controls and other factors, and OIS will consider such requests in accordance with their policies and procedures referenced herein.

6. LICENSE OR USE AUDIT RIGHTS

- A. To the extent that Contractor, through this Contract or otherwise as related to the subject matter of this Contract, has granted to the State any license or otherwise limited permission to use any Contractor Property, the terms of this section shall apply.
- B. Contractor shall have the right, at any time during and throughout the Contract Term, but not more than once per Fiscal Year, to request via written notice in accordance with the notice provisions of the Contract that the State audit its use of and certify as to its compliance with any applicable license or use restrictions and limitations contained in this Contract (an "Audit Request"). The Audit Request shall specify the time period to be covered by the audit, which shall not include any time periods covered by a previous audit. The State shall complete the audit and provide certification of its compliance to Contractor ("Audit Certification") within 120 days following the State's receipt of the Audit Request.
- C. If upon receipt of the State's Audit Certification, the Parties reasonably determine that: (i) the State's use of licenses, use of software, use of programs, or any other use during the audit period exceeded the use restrictions and limitations contained in this Contract ("Overuse") and (ii) the State would have been or is then required to purchase additional maintenance and/or services ("Maintenance"), Contractor shall provide written notice to the State in accordance with the notice provisions of the Contract identifying any Overuse or required Maintenance and request that the State bring its use into compliance with such use restrictions and limitations.

EXHIBIT J, CCM REQUIREMENTS AND SLAS

This Exhibit comprises the Assessment and Support Plan Functional Requirements, Features Functional Requirements, Streamlined Eligibility Functional Requirements, CCM Operations, and the agreed-upon Service Level Agreements (SLAs). It is hereby incorporated as an appendix to this contract.

EXHIBIT K, SOFTWARE-AS-A-SERVICE ATTACHMENT

This Software-as-a-Service Attachment (this “Attachment”) between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. The parties agree as follows:

1. **DEFINITIONS.** For the purposes of this Attachment:

- A. “Authorized User(s)” means (i) any permanent or temporary employee, consultant or agent of the State, with a legitimate need to utilize the SaaS Services in accordance with this Contract and/or Attachment including any applicable schedule thereto; and (ii) any permanent or temporary employee, consultant or agent of the State’s and any State’s providers and network partners which has a legitimate need to utilize the SaaS Services in accordance with their relationship to the State. The State shall ensure Authorized Users compliance with the terms of this Attachment and the Contract.
- B. “SaaS Services” means (i) those certain applications, operating systems, programs and other software, as set forth in the Contract, that Contractor shall make accessible to Authorized Users, (ii) the Services used (and, at a minimum, required to be used) to host, operate and support such software and/or State Data, as more fully described in the Contract, and/or (iii) any information, data, content or other materials made available by or on behalf of Contractor to the State through or using such software or Services, each excluding any State Data.
- C. “SaaS Subscription” means a right to access and use, and to permit Authorized Users to access and use, the SaaS Services, including through multi-user simultaneous access at an unlimited number of sites, subject to any applicable usage rules that may be set forth in the Contract.
- D. “Server” means any server used to host any SaaS Service, and any server used to host infrastructure or other services (including data communications (including via SMTP), gateways, directory services and system management) related to a SaaS Service.
- E. “State Data” means (i) all information and other data provided by the State or an Authorized User, or collected by Contractor on the State’s behalf, in relation to the SaaS Services, (ii) all information and other data generated by a SaaS Service in response to such information or other data set forth in (i) above, and (iii) any information and other data relating to the State or an Authorized User otherwise captured by the SaaS Services.
- F. “User Documentation” means those applicable portions of user guides, operation manuals, specifications and other similar information and documentation, whether available online or in print or machine-readable media, related to the SaaS Services, including all additions, updates and modifications thereto that are specifically listed in Exhibit B.

2. SAAS SERVICES

- A. Provision of SaaS Services. Contractor shall commence providing the SaaS Services set forth in such Contract to the State in accordance with the terms and conditions of the Contract, by no later than the date(s) set forth in such Contract, using Servers located solely within the United States or as otherwise approved by the State in advance and in writing.
- B. Provision of User Documentation. Contractor shall electronically deliver to the State all User Documentation in a reproducible form reasonably acceptable to the State, on or before the date that the SaaS Services are first made available to the State. If at any time such User Documentation is revised or supplemented by additional User Documentation, Contractor shall promptly deliver to the State copies of such revised or additional User Documentation at no charge, in the format set forth above. The State will not obscure or remove any copyright, trademark or other proprietary notice included in the User Documentation by Contractor.
- C. Ownership. Except as otherwise set forth in an applicable Contract, as between the parties, (i) all intellectual property rights in and related to the State Data shall be the sole property of the State; and (ii) all intellectual property rights in and derived from Contractor's proprietary SaaS Services and User Documentation shall be the sole property of Contractor. Except as expressly set forth otherwise in the Contract, (1) the State hereby reserves all rights in and to the State Data and Contractor agrees to execute any documents reasonably requested by the State to fully vest such rights in the State; and (2) Contractor hereby reserves all rights in and to the SaaS Services and User Documentation, and the State agrees to execute any documents reasonably requested by Contractor to fully vest such rights in Contractor. Nothing contained in this Attachment or any applicable Contract shall restrict either Party from the use of methods, ideas, concepts, know-how, techniques, program organization or database structuring techniques that have been previously developed by or for such Party or are in the public domain, subject to the confidentiality obligations and other intellectual property restrictions set forth in the Contract.
- D. SaaS Subscription; License to User Documentation. Contractor hereby grants to the State a non-exclusive, non-transferable and non-sublicensable, royalty-free, worldwide (i) SaaS Subscription to utilize the SaaS Services as permitted by this Contract, and, (ii) the right for the State and each Authorized User to access and use (including reproduce as necessary to use) the User Documentation.
- E. The State shall not (and shall ensure its Authorized Users do not) copy, decompile, modify, reverse engineer, or create derivative works out of any the SaaS Services except as explicitly permitted in the Contract. The State and/or its Authorized Users shall not rent, distribute, assign, sub-license or otherwise transfer any of the Authorized User's rights, duties or obligations under this Contract without the prior written consent of Contractor. Authorized Users shall not use the SaaS Services in contravention of the terms of this Contract.
- F. Limited License to State Data & Feedback. Subject to the terms and conditions of the Contract, the State hereby grants to Contractor a non-exclusive, non-transferable, non-sublicensable, royalty-free, limited license, both during the term of this Attachment and thereafter, to use the State Data for the purpose of providing or improving the SaaS Services, creating population health analytics for or with the State, and otherwise performing Contractor's obligations hereunder. Without limiting the generality of the foregoing, the State acknowledges that Contractor may aggregate State Data with the data and information of other customers and subscribers of the SaaS Services for purposes of benchmarking, data analytic, and enhancement and improvement of the SaaS Services. Contractor shall not remove any copyright, trademark, or other proprietary rights notice from the State Data. The State shall have sole responsibility for the accuracy, quality, legality, reliability, and appropriateness of all State Data. To the extent the State submits any ideas or suggestions to Contractor regarding potential improvements or modifications to the SaaS Services (collectively, "Feedback") the State grants Contractor an

irrevocable, perpetual, royalty-free, fully-paid, transferable, and sublicensable license to use such Feedback for Contractor's purposes related to improving the SaaS Services. In connection with Feedback provided and actually incorporated into the SaaS Services, the State agrees not to enforce any intellectual property rights the State may hold against Contractor or Contractor's successor-in-interest; provided, that Contractor or Contractor's successor-in-interest has complied with the terms of the foregoing license.

- G. Roadmap. During the term of this Attachment, on a quarterly basis and otherwise upon the State's reasonable request, Contractor shall provide an explanation to the State of any additions or other changes (including updates or upgrades) that Contractor expects to make available in the future with respect to the SaaS Services.
- H. Authorized Users. The SaaS Subscription allows the SaaS Services to be accessed and used by Authorized Users as designated on the applicable Contract. Authorized Users will access and use the SaaS Services at all times in compliance with the terms and conditions of the Contract. Further, the State is responsible for all activity that occurs in Authorized User accounts, and for each of its Authorized Users' compliance with this Contract. In order to access and use the Service, the State and each of its Authorized Users will be required to apply for and obtain a user name and password. The State will be responsible for maintaining the security and confidentiality of any user name or password assigned to it or its Authorized Users. The State shall: (i) notify Contractor within one business day of any unauthorized use of any password or account or any other known or suspected breach of security; and (ii) not impersonate another user or customer, or provide false identity information to gain access to or use the SaaS Services.

3. **ADDITIONAL SERVICES**

- A. Additional Services. Contractor shall perform such additional services with respect to the SaaS Services as are specified in the Contract.
- B. Training. Contractor shall provide training to the State sufficient to adequately train the Authorized Users in the use of the SaaS Services as described in the applicable Contract.
- C. SaaS Support. During the term of this Attachment, as part of the SaaS Services, and at no additional charge, Contractor shall provide the State with technical support in connection with the SaaS Services ("SaaS Support").

4. **TERMINATION**. In addition to the terms and conditions in the Contract, the following terms and conditions shall govern the Contract for SaaS Services:

- A. Effect of Termination
 - i. Within one-hundred eighty (180) days following termination of this Attachment or the Contract for any reason, other than a termination by Contractor for the State's uncured breach of this Attachment or such Contract in accordance with Section 4.B.i.a. of the MBA, Contractor shall refund to the State any prepaid fees associated with this Attachment and/or such Contract, as applicable.
 - ii. Data Transition. Promptly upon termination of this Attachment or the Contract, or at any time upon the State's request, Contractor shall promptly return at no cost to the State, or, at the State's option, destroy, all (or, if the State so requests, any part) of the State's Confidential Information and all copies thereof and other materials containing such Confidential Information and Contractor shall certify in writing its compliance with the foregoing. Upon request by the State, made within 30 days after the effective date of any termination or expiration of this Attachment or the Contract, and provided that such termination is not on account of the State's

non-payment or other breach, Contractor will deliver to the State or the State's designee a copy of all State Data, in a commercially usable form, and comply with the State or the State's designee's reasonable directions to effect the orderly transition and migration to the State or the State's designee (the "Data Transition"). After such 30-day period, Contractor shall not have any obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, and shall delete all State Data in its systems or otherwise in its possession or under its control. In the event of any timely elected Data Transition, Contractor will develop and submit to the State or the State's designee for approval a Data Transition plan setting forth the respective tasks to be accomplished by each party in connection with the orderly transition, and a schedule pursuant to which such tasks are to be completed. Contractor will promptly and diligently assist in the Data Transition plan for a commercially reasonable period of time to be mutually agreed upon by the State or the State's designee and Contractor, and applicable charges, if any, will be mutually agreed to between the State and Contractor.

- B. Section 365(n). The parties acknowledge and agree that this Attachment includes a "license of intellectual property" and is and shall be subject to Section 365(n) of the United States Bankruptcy Code, and that the State shall be entitled to all rights and benefits of such Section 365(n) in accordance with its terms and conditions.
5. **ACCESS.** In addition to the obligations set forth in the Contract, Contractor will maintain such records as necessary and appropriate for the purposes of confirming the integrity and security of the State Data and will permit the State to examine the systems that process, store, support and transmit that data.
6. **REPRESENTATIONS, WARRANTIES & COVENANTS.** Contractor hereby represents, warrants and covenants to the State as follows:
- A. User Documentation. The User Documentation shall be of sufficient detail and quality so as to allow the State's employees to understand the operation of the SaaS Services.
- B. Disabling Code. Contractor has successfully tested the SaaS Services. In addition, the SaaS Services do not contain Malware that can or were designed to erase data or programming, infect, disrupt, damage, disable, shut down a computer system or any component of such computer system, including, but not limited to, its security or user data, or otherwise cause any SaaS Service to become inoperable, insecure, or incapable of being used in accordance with the User Documentation.
- C. Performance Warranty. During the Term of the Contract, the SaaS Services shall function properly and be performed in accordance with this Attachment (including the service levels set forth in the Appendix attached hereto, which is hereby incorporated into this Attachment), without any substantial malfunction or defect, and in conformity with the User Documentation and any specifications set forth in the applicable Contract. Without limiting the foregoing, no update or upgrade will eliminate, reduce or degrade the performance capabilities of a SaaS Service, or diminish the features, functions or specifications of the SaaS Services.
7. **EXPORT CONTROL.** Each party is responsible for complying with United States export controls and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. Each party represents and warrants that it is not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or that

has been designated by the U.S. government as a “terrorist supporting” country; nor (b) on any of the U.S. government lists of restricted end users.

8. **SUSPENSION & CONTINUITY OF SERVICES.** Contractor may temporarily suspend the State’s access to and use of a SaaS Service, solely (A) during such time that the State’s continued use of such SaaS Service would cause material harm to the Servers, provided that Contractor promptly notifies the State in writing in advance of such suspension, including a detailed explanation of the circumstances due to which such continued use would cause such material harm, and expeditiously works to eliminate or resolve such circumstances (and any anticipated circumstances) so that the State may continue to use such SaaS Service without causing such harm; or (B) during such time that any fees for such SaaS Service, that have been properly invoiced by Contractor in accordance with the Contract and that are not the subject of a good faith dispute, are more than thirty (30) days past due. Subject only to Contractor’s suspension right in the foregoing sentence, in all other instance, including in the event of a dispute between the State and Contractor, Contractor shall continue to perform its obligations, including, without limitation, the SaaS Services and SaaS Support, under this Attachment in good faith during the resolution of such dispute. In addition, upon the cure of any issue causing a suspension, Contractor will expeditiously reinstate the State’s access to and use of the SaaS Services. Contractor acknowledges that the performance of its obligations, including, without limitation, any SaaS Services or SaaS Support, pursuant to this Attachment may be critical to the business and operations of the State, and the provision of services to customers of the State.

APPENDIX TO SAAS ATTACHMENT

1. SERVICE LEVELS

- A. System Availability and Service Interruption. For each SaaS Service, Contractor shall provide 99.6% to 99.9% access to and use of such SaaS Service, as applicable, 24 hours per day, 7 days per week, excluding (i) Scheduled Maintenance and (ii) downtime that is attributable, in whole or in part, to (a) a Force Majeure, (b) an act or omission by the State or any Authorized User, (c) the State's or its Authorized User's Internet connectivity; (d) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by Contractor; or (e) disabling, suspension, or termination of the SaaS Service pursuant to Section 9 of the Attachment (each such availability percentage, as measured each calendar month, the "Availability Level"). Contractor will continuously and proactively monitor the SaaS Services and their related environment. The State will notify Contractor of service interruptions or delays in the SaaS Services that may be known to the State. The State will provide access to its designated contacts to assist Contractor with correcting any Service Outage problems in a timely manner in accordance with the resolution timeframes set forth below. Contractor will also provide updates to the State until the Service Outage has been corrected. Upon learning of any Service Outage, Contractor will correct the Service Outage and restore SaaS Services availability. For purposes of this Appendix,
- i. "Force Majeure" shall be interpreted in the same manner as provided for in the MBA.
 - ii. "Scheduled Maintenance" means routine maintenance of the SaaS Service for which Contractor has given more than 24 hours prior notice of all scheduled outages of the SaaS Service.
 - iii. "Service Outage" means a period of time during which the SaaS Service will be unavailable to the State, as applicable, due to the need for emergency maintenance as a result of exceptional circumstances.
- B. Average Server Response Time. Contractor shall provide an average Server response time of under 5 seconds, or such other average server response time, if any, as may be set forth in the Contract with respect to the applicable SaaS Service, or less per SaaS Service transaction request. The "Server Response Time" means the elapsed time a Server spends processing a SaaS Service transaction request. Average Server response times are measured each calendar month for each SaaS Service.
- C. SaaS Support Incident Response and Problem Resolution Times. Contractor warrants that the State's calls for service will be responded to and resolved in the same manner and in accordance with the Response Time Levels and Resolution Time Levels (as defined below). The State shall initially identify the severity level of each problem when The State places a service call to Contractor – Contractor will review and propose modification, if applicable, which the Parties shall mutually agree upon to set resolution timeframes. Contractor warrants that it will use qualified technical personnel with the appropriate technical knowledge in the operation of the particular SaaS Service and/or resolution of the particular problem.
- i. *Timeframe for Response*: Contractor will provide manned telephone support, for Severity 1 problems, 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday for Severity 2

problems, and, for Severity 3 and Severity 4 problems, 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday; in addition, if the State reaches a recorded message when it makes a service call, Contractor must respond back to the State by personal telephone call within the response timeframe set forth below to notify the State that Contractor received the service call, that Contractor is working on a resolution, and to provide the State with an estimate time until the resolution is achieved (such obligations, the “Response Time Level”).

ii. *Timeframe for “Resolution”*: Contractor will resolve the problems identified in the State’s service calls, and notify the State of such resolution, within the resolution timeframes set forth in the table below; in addition, if Contractor reaches a recorded message when it responds to the State with a resolution within the required resolution timeframe, such obligation of Contractor shall be deemed satisfied so long as Contractor leaves a message with the resolution or otherwise sends the resolution to the State within such required resolution timeframe (such obligations, the “Resolution Time Level”).

a. “Response Timeframe from Receipt of Service Call” means that a Contractor resource will respond to the ticket within ServiceNow per the timeframe dictated in the Severity Level.

b. “Resolution Timeframe from Receipt of Service Call” means either:

- implementation or provision of the final solution on or before a date agreed upon by the parties; or
- in cases where more time is needed for a final solution, implementation or provision of an interim workaround solution, followed by a final solution on or before a date agreed upon by the parties.

The above dates to be agreed between the parties shall be negotiated in good faith.

Severity Level	Description of Severity Level	Response Timeframe from Receipt of Service Call	Resolution Timeframe from Receipt of Service Call
Severity 1	A production system or environment, or a major portion of such a system or environment, is down, resulting in an inability to login to a SaaS Service or use a major portion of a SaaS Service; or a Severity 2 problem has remained unresolved for 1 business day; or a Severity 3 problem has remained unresolved for 6 business days.	60 minutes	4 hours
Severity 2	A production system or environment, or a major portion of such a system or environment, is degraded, impeding critical business processing or causing disruption to normal production work flow; or development is down, disrupting critical development; or a Severity 3 problem has remained unresolved for 5 business days.	4 hours	24 hours
Severity 3	A non-critical production system or non-critical environment, or a major portion of such a system or environment, is down, is degraded, or is experiencing problems; or a SaaS Service fails to pass 1 or more of the State’s tests or otherwise fails to function properly or in conformity with the User Documentation.	24 hours	8 business days

Severity Level	Description of Severity Level	Response Timeframe from Receipt of Service Call	Resolution Timeframe from Receipt of Service Call
Severity 4	A non-critical production system or non-critical environment, or a major portion of such a system or environment, is degraded, or minor production problems and/or questions with such a system or environment exist.	48 hours	8 business days

2. **REPORTS.** Contractor will make available to the State Service Level and usage data at the end of each calendar month that will include, among other things, an outline of the State’s usage of the SaaS Services, as well as the average server response time for that calendar month and other data necessary or appropriate to determine Contractor’s compliance with the service levels set forth in this Appendix.

3. **ROOT CAUSE ANALYSIS AND CORRECTIVE ACTION PLANS.** If Contractor fails to meet any service level set forth in this Appendix during any applicable measurement period, then no later than 30 days following the end of such measurement period, Contractor shall deliver to the State a report detailing the reason(s) for such failure and a corrective action plan, acceptable to the State, with respect to the failure. Contractor shall implement such corrective action plan as promptly as possible, but in no event later than end of the subsequent measurement period for such service level. Contractor shall deliver to the State a second report, no later than the end of such subsequent measurement period, assessing the results of the plan. If the corrective action plan does not correct such failure, and such failure recurs, then Contractor will be deemed to be in material breach of the Contract (which breach shall be deemed to be incapable of cure), permitting the State to immediately terminate the Contract upon notice to Contractor, without providing Contractor a further opportunity to cure such material breach.

EXHIBIT J, CCM REQUIREMENTS AND SLAs

Req Number	Requirement
GEN.1 Regulatory Compliance: Compliance with federal (CMS, HIPAA, CFR, MITA), State, and industry rules, laws and standards.	
J1.1.1	Contractor shall maintain an infrastructure to ensure the System meets federal and State regulatory requirements, which also includes the architectural, technical, security and privacy requirements, as well as business and functional requirements.
J1.1.2	Document and demonstrate at least annually that the System meets federal and State regulatory requirements.
J1.1.3	Contractor shall maintain core CCM capabilities to provide member and provider communications that meet the health literacy levels established by federal (National Institute for Health) and State guidelines for medical terms and descriptions.
J1.1.4	Maintain core CCM capabilities to provide published content that meets 6th grade reading literacy levels on member and provider-facing materials.
GEN.2 Security and Privacy - Safeguarding data and protection of member identity.	
J1.2.1	Maintain responsibility to provide detailed security and privacy control implementation and status information for the following control families: Access Control Awareness and Training Audit and Accountability Assessment, Authorization, and Monitoring Configuration Management Contingency Planning Identification and Authentication Incident Response Maintenance Media Protection Physical and Environmental Protection Planning Program Management Personnel Security PII Processing and Transparency Risk Assessment System and Services Acquisition System and Communications Protection System and Information Integrity Supply Chain Risk Management
J1.2.2	Contractor shall maintain core CCM capabilities so any user designated by the Department has a secure, role-based, single-sign-on user access.
J1.2.3	Contractor shall apply all security patches to any operating system and software in a timely manner in accordance with an organizational assessment of
J1.2.4	Contractor shall maintain core CCM capabilities so a user administration module allows authorized System users to securely assign access to System functions.
J1.2.5	Contractor shall maintain core CCM capabilities to provide a module for authorized System users to edit, create, and implement role-based and group-based security at the individual data field for all authorized users.

EXHIBIT J, CCM REQUIREMENTS AND SLAs

Req Number	Requirement
J1.2.6	Contractor shall maintain core CCM capabilities to provide privacy/litigation controls to indicate who has access to provider data contained within provider/member records.
J1.2.7	Contractor shall maintain CCM capabilities so authorized System users can view, in real time, screens and information being viewed by other System
GEN.3 Audit Trail - The auditing of system/user actions, including tracking, reporting, and maintenance of an audit trail.	
J1.3.1	Maintain CCM capabilities to maintain an audit trail of all actions performed on EDMS content.
J1.3.2	Maintain core CCM capabilities to track all users accessing the System and maintain records of the information the user viewed.
J1.3.3	Contractor shall maintain audit capabilities so the entire audit trail (including date and time) of screens accessed and the user who accessed them is
J1.3.4	Contractor shall maintain audit capabilities so all changes and actions made to System fields are recorded and the user who made the updates is available and an audit trail is maintained.
J1.3.5	Contractor shall maintain to audit capabilities so audit trails use human readable content with code use or abbreviations that are defined to describe the actions.
J1.3.6	Contractor shall maintain audit capabilities so all changes and actions made to provider record fields are recorded and the user who made the updates is available and an audit trail is maintained.
J1.3.7	Contractor shall maintain for audit capabilities so all changes and actions made to member record fields are recorded and the user who made the updates is available and an audit trail is maintained.
GEN.4 Data Retention - Length of time the Contractor must maintain and make data available in real time vs. archived.	
J1.4.1	Contractor shall maintain core CCM capabilities to support management reports and analysis in accordance with an approved Operations Procedures Plan.
J1.4.2	Contractor shall maintain all current historical provider (electronic) records, including retaining developmental disability information over the life of the contract.
J1.4.3	Contractor shall maintain responsibility to keep all records involving matters of litigation for the agreed-upon time period.
J1.4.4	Contractor shall maintain core CCM capabilities to ensure data maintained by the System is correctly and routinely purged, archived, and protected from destruction according to procedures defined in the approved Operations Procedures Plan.
J1.4.5	Contractor shall maintain the core CCM so it can retain and archive media as specified in the Operations Procedures Plan.
J1.4.6	Contractor shall maintain core CCM capabilities so it provides online access to documents and files for a configurable time parameter, as defined the in the approved Operations Procedures Plan.
GEN.5 Workflow Management - Ensures the right information is collected before moving to the next screen(s).	
J1.5.1	Contractor shall maintain core CCM capabilities so the workflow engine provides the Department access to workflow monitoring, including indicators and statistics by sub process, organization, or individual staff.
J1.5.2	Contractor shall maintain core CCM capabilities so the workflow engine supports workflow management for simultaneous processes.
J1.5.3	Contractor shall maintain core CCM capabilities so the workflow engine provides the ability to create workflows that route and assign cases to the appropriate staff.
J1.5.4	Contractor shall maintain core CCM capabilities so the workflow engine supports supervisory functions for workflow management.
J1.5.5	Contractor shall maintain core CCM capabilities so the workflow engine provides the ability to assign caseload "weights" to cases, program integrity requests, or PAR requests.

EXHIBIT J, CCM REQUIREMENTS AND SLAs

Req Number	Requirement
J1.5.6	Maintain core CCM capabilities so the workflow engine provides the ability to assign authorized System users and manage capacity levels to authorized users.
J1.5.7	Contractor shall maintain core CCM capabilities in order for the workflow engine to provide an automatic real time update process as tasks are completed.
J1.5.8	Contractor shall maintain core CCM capabilities so the workflow engine creates work items in the workflow as a result of automated alerts when defined changes occur.
J1.5.9	Contractor shall establish training workflows for authorized System users.
J1.5.10	Contractor shall maintain core CCM capabilities so the workflow engine provides authorized System users the ability to monitor, intervene in, and resolve rules based action or unexpected failures.
J1.5.11	Contractor shall maintain core CCM capabilities so the workflow engine allows authorized System users to submit requests to update System profiles which initiates a workflow for the Department to approve.
J1.5.12	Contractor shall maintain core CCM capabilities so the workflow engine automatically and securely routes grievances and appeal requests to the authorized System users or group for levels of review.
J1.5.13	Contractor shall maintain core CCM capabilities so the workflow engine supports workflow access, assignments, and execution for essential components of the business processes. The Contractor shall ensure that the version of the workflow software is up to date.
GEN.6 Data Management: The management, security, configuration, integrity, validity, naming, structure, and accessibility/availability of data within the system.	
J1.6.1	Contractor shall maintain core CCM capabilities for secure and reliable data exchanges across all internal and external systems.
J1.6.2	Contractor shall maintain core CCM capabilities to accommodate data changes for State, federal, and administrative and clinical data structures/elements.
J1.6.3	Contractor shall maintain core CCM capabilities to provide access to business processes for all authorized System users and business partners.
J1.6.4	Contractor shall maintain core CCM capabilities to provide the ability to view the data dictionary information online for any System field while viewing the actual data in the System.
J1.6.5	Contractor shall provide and maintain documentation for all structured data in the System (the database).
J1.6.6	Contractor shall maintain core CCM capabilities for role-based authorized System user profiles to allow direct data entry into the System.
J1.6.7	Contractor shall maintain core CCM and any supporting services so data management operations and practices: - Meet HIPAA, HITECH, ARRA and other federal and State privacy and security requirements as they currently exist and be Configurable to assist in meeting future requirements. - Ensure security, accuracy, and timeliness of data interfaces.
J1.6.8	Contractor shall maintain responsibility for the following: - Data Confidentiality – prevent disclosure to unauthorized persons or systems. - Data Integrity – data cannot be modified undetectably. - Data Availability – access is not inappropriately blocked or denied. - Data Authenticity – validation of transactions. - Data Security – encryption and Department approved security protocols and processes. - Non-repudiation of Data – parties to a transaction cannot deny their participation in the transaction
J1.6.9	Contractor shall maintain the CCM capability to allow viewing of raw interface files for up to one hundred and twenty (120) calendar days.
J1.6.10	Contractor shall maintain the responsibility to archive raw interface files after one hundred and twenty (120) calendar days and maintain for up to six
GEN.7 System Reporting: Standard, ad hoc and customizable, system monitoring and assessment reporting.	

EXHIBIT J, CCM REQUIREMENTS AND SLAs

Req Number	Requirement
J1.7.1	Contractor shall maintain core CCM capabilities to generate a summary of historical file transfers.
J1.7.2	Contractor shall maintain the production of all required reports in a timely fashion to meet the report's delivery timeline, using current and accurate data.
GEN.8 System Performance: Ensuring the availability of the system and minimizing unscheduled downtime.	
J1.8.1	Contractor shall maintain core CCM capabilities to support use of tools that deliver asynchronous communication, and timely alerts and notifications.
J1.8.2	<p>Contractor shall maintain core CCM capabilities to ensure unscheduled downtime (defined as any time the user cannot access the System or carry out business functions) due to any failure is limited. Failures include:</p> <ul style="list-style-type: none"> - Delays or interruptions in the operation of System and related services caused by inadequate equipment or processing capacity. - Components not available for use by authorized System users as required except during periods of scheduled maintenance. - Screen response time in excess of defined response times in the SLAs. - Web Portal not available for use at all times except during periods of scheduled downtime. - Authorized System users unable to create, process or store reports.
GEN.9 Interface Establishment and Maintenance: The sending/receiving, storage, transformation, and interoperability of data between the CCM and all interfacing systems necessary for the operation of the system.	
J1.9.1	<p>Maintain core CCM data layout documentation, data dictionary, data mapping crosswalk, inbound/outbound capability, and frequency for all interfaces. Data dictionary shall be developed using industry best practices identified and cited by the Contractor and approved by the Department. At a minimum, the data dictionary shall contain for each field:</p> <ul style="list-style-type: none"> • Human readable/"plain English" field name. • A field description. • Database field name. • Database table. • Field Type and length. • Codes associated with the field. • Descriptions of each code. • Original field source (e.g., CBMS, 837, practitioner claim).
J1.9.2	Contractor shall maintain core CCM capabilities to collect, track, and search all health demographics information related to notes, history, contacts, eligibility, correspondence, authorizations, care plans, claims/encounters, capitations, state health information exchange data, attachments, financial, and appeals, all based on security roles.

EXHIBIT J, CCM REQUIREMENTS AND SLAs

Assessment and Support Plan Functional Requirements

Req Number	Requirement
J2.1	Contractor shall implement the Care and Case Management System) to become a replacement to the care and case management system solution implemented based upon requirements in Section 74. See Original Contract, CASE MANAGEMENT SYSTEM, subsections 74.1 through 74.36.3. (referenced in the contract as McKesson VITAL Care and Case Management Platform, which became Axis Point due to company changes). The Contract activities included under this Amendment shall include: implementing the Care and Case Management System ("the system") the support pilot phase for assessments and care plans (the "Pilot Program"), supporting the execution of that Pilot Program, modifying the system to support the functionality that has already been implemented in Axis Point, conducting requirements validation activities and reviewing the design of the system. Contractor shall populate the Case and Case Management System (the system) with the information of members who will participate in the Pilot Program. Member information will be provided to Contractor by the Department. Contractor will delete all member information used during the Pilot Program prior to Statewide rollout of the system.
J2.2	Contractor shall ensure that Axis Point Functionality will remain active in either Axis Point or the Care and Case Management System (provided the same functionality as Axis Point is available) in production until formal, final certification is granted by the Centers for Medicare and Medicaid Services (CMS).
J2.3	Contractor shall work collaboratively with the Department throughout the activities described in this Amendment. Contractor shall discuss system defects, system changes, timelines and prioritization of tasks with the Department and shall obtain the Department's written approval on resolution of system defects or system changes. Contractor shall discuss any changes to tasks that have already received Department approval and shall obtain the Department's approval on any changes and tasks.
J2.4	In the event of the Contractor's Care and Case Management Solution is acquired by another company, the Contractor shall ensure that any entity acquiring the subcontractor will assume all the subcontractor's rights, duties, and obligations with respect to this Amendment.
J2.5	Care and Case Management System.
J2.5.1	Contractor shall complete all development required for the implementation of the Care and Case Management System.
J2.5.1.1	The system shall be accessible through desktop, portable computers, or mobile devices. The system application shall be accessible, viewable, functional and usable over the Internet by any mobile device with a web browser. The versions of the mobile operating systems will be determined by both the Department and the Contractor.
J2.5.1.2	Contractor shall develop the system to provide the capability for user navigation. This includes single sign-on, the ability for users to navigate quickly within the system across different sections of the Assessment to the Person-Centered Support Plan ("Support Plan"), and to also navigate across multiple system domains to allow data collection. This may require some Assessment items to be arranged in tables to allow for scrolling left to right rather than scrolling up and down, with follow-up questions cued by response to primary question.
J2.5.1.3	Contractor shall develop a system that provides the capability for the creation of an Assessment and a Support Plan. System shall easily identify items that are required to be completed for the Assessment and Support Plan to be considered complete. The system shall also display results so that case managers are prompted to correct data entry errors.
J2.5.1.3.1	The entire Support Plan shall consist of: Service, Risk Mitigation Plan, Emergency Backup, Rights Restrictions, and Rights and Responsibilities.
J2.5.1.4	The system shall have the capacity to create a member record (support a conversational/scripted intake process).
J2.5.1.5	Contractor shall develop a system with the capability to generate and show a time stamp update in each section of the system (e.g. date/time of latest update and maintain records of any historical updates).
J2.5.1.6	Contractor shall develop a system with the capability to edit/update information including member information, Assessments (current and finalized/complete versions) and Support Plans within required time frames as defined by the Department. The system shall also provide for the ability to "cut and paste" content in all fields.

EXHIBIT J, CCM REQUIREMENTS AND SLAS

Req Number	Requirement
J2.5.1.7	Contractor shall develop the system with the capability to validate values, run error checks such as on Assessments and Support Plans. Additionally, the system shall allow for only one active Home and Community Based Services (HCBS) benefit plan per member at one time.
J2.5.1.8	Contractor shall develop the system that allows for special characters, such as “!, @, #, \$, %, ^, &, *, (,)” in text boxes without generating an error message or substitution.
J2.5.1.9	Contractor shall develop the system that allows for auto-saving of work in progress within all aspects of the client record.
J2.5.1.10	Contractor shall develop the system to provide and support the Person-Centered Support Plan or Assessment pull forward (auto populate) pre-population and automation as configurable within the system's current functionality for the Pilot Program, including the following:
J2.5.1.10.1	Allowing specific information that will be identified by the Department at a later point to be pulled forward (auto populate) from the Assessment module into the Support Plan module of the case management system development.
J2.5.1.10.2	Each identified need, goal, area of interest and responses should be pulled forward (auto populate) into the Support Plan module of the case management system.
J2.5.1.10.3	Pull forward (auto populate) of any additional items from the Assessment that informs Support Plan will be identified by the Department.
J2.5.1.10.4	The ability to allow for Prepopulating fields for same questions across modules. (i.e. enter data in one, get same data in the other).
J2.5.1.10.5	The capability for Staff to utilize information collected within the Universal Assessment Tool to develop the Support Plan.
J2.5.1.10.6	Based on algorithms and content from Assessment data, the system shall generate a list of Support Plan recommendations (Decision Support Tools) for case managers to explore with members when developing the Support Plan. The Department will provide algorithms and content for Support Plan considerations, key considerations.
J2.5.1.10.7	Based on algorithms from the Assessment and other criteria to be identified by the Department, the system shall generate recommended waiver programs and other state plan benefits for long-term care.
J2.5.1.10.8	The capability for the needs indicated in the Assessment(s) to be flagged in the PSP module and prompt the case manager to address the need.
J2.5.1.10.9	Assessment modules that include a section called PSP Implications. This information shall be visible to case managers when creating the Support Plan.
J2.5.1.10.10	Many needs in the Assessment have follow-up questions, such as what is important for a provider to know, that help to identify preferences for care and ways to improve independence. The responses to these items in the Assessment should be visible to case managers when creating a new Support Plan.
J2.5.1.11	Contractor shall develop the system to provide the capability to generate comprehensive Support Plans and in printable form (paper and PDF). This capability shall:
J2.5.1.11.1	Provide the Department the ability to limit at least a maximum of 600 characters per goal.
J2.5.1.11.2	Be unique to and identified by the member
J2.5.1.11.3	Allow case managers to identify all services and supports a member will utilize in the Support Plan and link these services and supports to the member's areas of need, goals or areas of interest, as identified in the members Assessment.
J2.5.1.11.4	Allow case managers to select from a menu of services based on the members benefit plan that are available to that member.
J2.5.1.11.5	Allow case managers to select or identify non-paid supports that will provide support to members to address identified needs or goals from the Assessment.
J2.5.1.11.6	Include a risk mitigation plan, and a prevention plan for critical incidents for all HCBS members.
J2.5.1.11.7	Provide the capability to generate identified risks from the Assessment for the case manager to complete the risk mitigation plan in the system.
J2.5.1.11.8	Allow for the creation of an emergency backup plan, which is for documenting contingencies in the event of an interruption to the delivery of critical services.

EXHIBIT J, CCM REQUIREMENTS AND SLAs

Req Number	Requirement
J2.5.1.11.9	Provide the capability for the Support Plan to address any restrictions on rights per Federal HCBS regulations. The Department to provide content for restrictions on rights.
J2.5.1.11.10	Be compliant with the Americans with Disabilities Act, and be accessible and understandable to the members, as determined by the Department.
J2.5.1.11.11	Allow for zero (0) to twenty-five (25) goals in the Support Plan.
J2.5.1.11.12	Allow for the Assessment tools and all associated modules to be created in the system.
J2.5.1.11.13	The system shall have capability to publish the Finalized Assessment and/or Support Plan with the date, print functionality, and be PDF exportable from local drive. The printed Assessment and/or Support Plan shall include member demographic information and case management provider contact information, and the printable/PDF form shall be consistent with the required presentation of the form, as determined by the Department.
J2.5.1.11.13.1	Assessments and/or Support Plan printed in paper and electronic version shall be compliant with the Americans with Disabilities Act, and be accessible to members in a user-friendly manner, as determined by the Department.
J2.5.1.12	Contractor shall develop a system that includes prompts or other features to inform users where they are in the process of completing assessments, including but not limited to, missing required responses, which section they are on, and how many questions are remaining, as appropriate to each assessment.
J2.5.1.13	Contractor shall develop the system that allows for different types of Assessments and Support Plans, as determined necessary by the Department.
J2.5.1.14	Contractor shall develop the system with the ability to insert, add, edit, or remove items and forms within Assessment modules and Support Plans, as determined by the Department.
J2.5.1.15	Contractor shall develop the system that allows case managers to select from a menu of non-paid supports available to member.
J2.5.1.16	Contractor shall develop the system that provides the capability for the data fields for the Support Plans to be inclusive of the date elements. This includes the 56 Functional Assessment Standardized Items (FASI) data elements as provided in the Needs Assessment template.
J2.5.1.17	The system shall allow staff developing the Support Plans to track the amount of time they spend on the Support Plan, as well as calculate billable units and costs based on the time the case manager has recorded in the system.
J2.5.1.18	Contractor shall develop the system that supports laptops/mobile devices and off-line data entry for Assessments, Support Plans, development and case notes when disconnected from a network. This will require Contractor to develop a check-in and check-out mechanism with First In, First Out (FIFO) so that changes made offline are captured and rendered back into the system with validation step before committing the updates back into the core record set. The solution shall allow for a versioning process in storing the historical record for record roll-back option, with the time of the original creation even though it was added off line.
J2.5.1.19	Contractor shall design the care planning functionality to accommodate the Department's Support Plan workflows that integrates algorithms and summary data from the Assessment.
J2.5.2	Contractor shall provide training on the Care and Case Management System to Department staff or Department designees, as determined necessary by the Department. Contractor shall provide training so that Department staff or Department designees have the understanding needed to conduct testing of the system.
J2.5.2.1	Contractor shall provide "train the trainer" training on the Care and Case Management System to Department staff or Department designees.

EXHIBIT J, CCM REQUIREMENTS AND SLAs

Req Number	Requirement
J2.5.2.2	Contractor shall develop comprehensive training materials for the system for all user roles, as determined by the Department. This shall include, but is not limited to, administrative staff, supervisors, and end users. Contractor shall obtain guidance from the Department while developing training materials. Contractor shall incorporate materials/content provided by the Department that provides the appropriate responses and uses of the system (i.e., the Contractor shall train technical components of the system, and the Department will provide on the programmatic content). Contractor shall develop training materials that include both a manual and “quick sheets,” which will be accessible online for all users. The Department will only share the training materials with those users within the Department and county and contractor staff as needed to provide services to Medicaid members. Training materials will include disclaimer that materials are proprietary and shall be kept confidential. Contractor will provide standard training materials that will be used and as changes are made to the system going forward, Contractor shall review and update the training materials to reflect those changes on a quarterly review schedule post implementation. For these changes, the Contractor shall obtain the Department's written approval on all new or revised training materials prior to introducing the training materials in
J2.5.2.3	Contractor shall provide access to the training environment for the length of time needed, as determined and agreed upon by the Department and the Contractor in the Training Plan.
J2.5.2.4	Contractor shall provide training to Department staff or Department designees on new functionality prior to the implementation of the new functionality.
J2.6	Upon completion of the development of functionality in support of the Care and Case Management System, and prior to testing of the Care and Case Management System the Contractor shall provide a reasonable, agreed upon time frame with the Department and Department designees to test the system. If the Department identifies system defects, the Contractor shall correct system defects at no additional charge to the Department and allow Department staff or Department designees to test the system again until the Department provides approval in writing for the defect resolution of the system. The Department shall have the ability to request content-related changes to the system (i.e.: change the wording of a question or delete a question) and the Contractor shall make all requested changes at no additional charge to the Department. Requirement changes that impact coding development will need to be included in additional statement of work at an additional cost.
J2.7	Contractor shall conduct testing to ensure the Care and Case Management System is working as per the latest test plan prior to permitting the Department to conduct testing.
J2.8	Contractor shall provide support for the Department’s UAT of the Care and Case Management System, as described in the approved Master Test Plan.
J2.9	Contractor shall provide access to the data captured in the system as the Assessments and Support Plans are used in the Pilot environment. Contractor shall work with the Department to utilize the data in the Pilot Program to make modifications to the Assessments that will increase their effectiveness and reporting capabilities. The Department wants to achieve the following outcomes from its use of the Long-Term Services and Support (“LTSS”) Assessment and Support Plan Pilot Program:
J2.9.1	The Department will establish reliability of the Assessment.
J2.9.2	The Department will complete a time study of how long the Assessment process takes from beginning through to completion.
J2.9.3	The Department will establish new eligibility thresholds for LTSS programs.
J2.10	The system shall provide the ability to produce report on the member's ADL’s and IADL’s (Activities of Daily Living and Instrumental Activities of Daily Living), and provide ad hoc and system reports including member level of care outcomes and functional status. Reports shall be capable of pulling all data fields from the Support Plan the system. The system shall allow singular member reports or batch-member reports, including reports for case managers, agency staff and state staff for the time, number of units and costs associated with completing case management activities.
J2.11	Contractor shall develop the Care and Case Management System utilizing an open application programming interface (“API”) as supported by the architecture and Department data systems.

EXHIBIT J, CCM REQUIREMENTS AND SLAs

Req Number	Requirement
J2.11.1	The system format shall allow for interoperability. The system shall allow Universal Assessment Process (UAP), Colorado Choice Transitions (CCT), and Support Plan case notes with interoperable data capture and transfer capabilities.
J2.12	The Department will provide to the Contractor two (2) sets of algorithms: 1) Level of Care Eligibility Determination based on the new assessment ; and 2) the Person-Centered Budget Algorithm, based on the Needs Assessment outcomes and used in conjunction with the established Technical Hypothetical Framework to be used to inform the Person-Centered Support Plan Resource Allocation determination. Contractor shall ensure that the algorithms are translated into the CCM system and that they function correctly, are configurable and compatible with the assessment and support planning instruments in the CCM system, as determined by the Department.
J2.12.1	Contractor shall implement and manage the Care and Case Management System and process to provide support to users of the Care and Case Management System during the pilot.
J2.12.2	Contractor shall work with the Department to determine the testing period for the Pilot Program. Contractor shall work with the Department to establish the time periods in which the Department may test the Care and Case Management System. If the Department requests changes, the Contractor shall make the changes requested by the Department and allow the Department staff and Department designees to test the system again.
J2.13	Contractor shall rebuild the existing case management modules that exist in Axis Point in Care and Case Management System at no cost to the Department based on the system changes delivered in SO APH11152016-W that were specified, delivered and accepted by the Department in 2016, described therein as 1) Program Management/Wait listing, 2) Shared Case Security, and 3) Support for Pre-Admission Screening and Resident Reviews (PASRR), will be available in the Care and Case Management system with no added costs. The existing case management modules include Critical Incident Report System (CIRS), Log Notes, Support Plan and Intake.
J2.14	Contractor shall conduct a demonstration of the care planning functionality within the Care and Case Management System at an agreed upon date and frequency with the Department.

EXHIBIT J, CCM REQUIREMENTS AND SLAs

Features Functional Requirements

Req Number	Requirement
J3	The Contractor shall configure, customize and deliver the Care and Case Management Tool (CCM Tool) in accordance with all Section J3 requirements, according to the Department approved project schedule, or such date as updated and mutually agreed upon through the project change control process. The CCM Tool shall have all of the following functionality:
J3.1	General Requirements
J3.1.1	Contractor shall incorporate a flexible configurable solution, where possible, on any functionality/features added to the CCM Tool to support requirements in this amendment (rather than hard coding) such as the following: drop down selections, summary tables, and start/end dates.
J3.1.2	Contractor shall provide the Department staff with the ability to perform configuration functions and workflow changes within the CCM Tool and applicable systems based on user security roles.
J3.1.3	Contractor shall provide the Department staff with training on how to perform the configuration functions and workflow changes in the CCM Tool and applicable systems, on a date mutually agreed upon between Contractor and the Department.
J3.1.4	Contractor shall ensure that access to the CCM Tool shall utilize a single sign-on solution.
J3.1.5	Contractor shall configure the functionality of the CCM Tool to ensure that the CCM Tool shall provide the capability for case managers with partial sight or other disabilities to access and use the CCM Tool. Contractor shall ensure that the CCM Tool is compliant with the Americans with Disabilities Act (ADA), specifically
J3.1.6	Contractor shall ensure that the CCM Tool has the ability to identify PACE pending members that are presumptively eligible for the PACE Program after meeting level of care prior to approval through CBMS.
J3.1.7	Contractor shall ensure that the CCM Tool allows for changes when required by regulation, audit findings, or other process improvements. These changes will be handled as change orders per the agreed upon change management plan.
J3.1.8	Contractor shall ensure that the CCM Tool provides the Department with the CCM Tool business reports within mutually agreed upon frequency.
J3.1.9	Contractor shall conduct formal system testing on the CCM Tool prior to the Department’s UAT.
J3.1.10	Contractor shall design, implement, and document detailed test cases. Test cases should include identifications, detailed steps, expected results, actual results, and be traceable to the requirements listed in the RTM.
J3.1.11	Contractor shall develop such test cases in accordance with the requirements of this contract and provide access to the Department through the Contractor’s Change Management tool.
J3.1.12	Contractor shall train Department staff on the UAT and other testing tools as required by the Department.
J3.2	Review Function
J3.2.1	Contractor shall include a Review Function in the CCM Tool that allows users to request reviews from other users. Other users may include, Department stakeholders, supervisors, contractors, or state staff based on specific criteria, including other case management activities such as critical incidents or support plans
J3.2.2	Contractor shall ensure that a Review from another user generated from the Review Feature is communicated back to the original user through the CCM Tool.
J3.2.3	Contractor shall complete development of the Review Function and have the Review Function available for all system applications and/or system components within the care and case management tool by their respective development due date. Contractor shall identify the date by which the Review Function must be complete and
J3.2.4	DELIVERABLE: Complete the development of the Review Feature
J3.2.5	DUE: According to the Department approved project schedule for the CCM Tool
J3.3	“Enrollment” Status and Waiting Lists Feature
J3.3.1	Contractor shall configure the CCM Tool to ensure that Waiting Lists (including Department and/or agency based managed waitlist) shall have their own role-based and permission based tab and functionality separate from other “programs.”
J3.3.2	Contractor shall ensure that the CCM Tool Waiting Lists Feature shall have the ability to do all of the following:
J3.3.2.1	Create, track, maintain, and start/end date multiple waiting lists that are identified by program.
J3.3.2.2	Assign members to multiple waiting lists based on criteria set by the business/program rules.

EXHIBIT J, CCM REQUIREMENTS AND SLAs

Req Number	Requirement
J3.3.2.3	Manual override the priority on the waiting lists assigned by the CCM Tool based on specific criteria provided by the Department, based on permission.
J3.3.2.4	Restrict a user’s ability to view waiting list assignments based on that user’s role, as determined by the Department. This includes as an example, development of a view for a Case Management Agency (CMA) or development of a statewide view for Department staff.
J3.3.2.5	Prohibit individuals from placement on any waiting lists for a benefit plan in which they are actively enrolled.
J3.3.2.6	Provide an automated workflow for case managers to submit “enrollment” requests to the Department and for Department staff to process those requests.
J3.3.3	The automated workflow shall include: 74.38.5.3.1.
J3.3.3.1	Notification to the Department’s work queue, based on security role, when a Case Manager submits an “enrollment” request.
J3.3.3.2	Notification to Case Manager of the Department’s status in processing the “enrollment” request.
J3.3.3.3	Notification to the Department’s work queue, based on security role, if a member accepts or declines the “enrollment” authorized by the Department.
J3.3.3.4	Notification to the Department’s work queue, based on security role, when a member accepts the offer to enroll but are not yet enrolled or terminates from a waiver with a waiting list.
J3.3.3.5	Notification to the Department’s work queue, based on security role, when a waiting list’s record status is “closed.”
J3.3.4	Contractor shall ensure that the CCM Tool includes data fields to indicate the types of authorization granted by the Department for a member such as the enrollment authorization types listed below. The CCM Tool shall allow the ability to select only one primary enrollment authorization type.
J3.3.4.1	“Waiting Lists”
J3.3.4.2	“Emergency.” (the CCM Tool shall allow the ability to select at least one sub-categories, multiple selections shall be allowed)
J3.3.4.2.1	“Homeless”
J3.3.4.2.2	“Abusive or Neglectful Situation”
J3.3.4.2.3	“Danger to Others”
J3.3.4.2.4	“Danger to Self”
J3.3.4.2.5	“Loss or Incapacitation of Primary Caregiver”
J3.3.4.3	“Deinstitutionalization.” (the CCM Tool shall allow the ability to select only one sub-category)
J3.3.4.3.1	“Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID).”
J3.3.4.3.2	“Skilled Nursing Facility (SNF)”
J3.3.4.3.3	“Mental Health Institute”
J3.3.4.4	“Youth Transitions” (the CCM Tool shall allow the ability to select only one sub-category)
J3.3.4.4.1	HCBS-CES
J3.3.4.4.2	HCBS-CHRP
J3.3.4.4.3	Foster Care
J3.3.5	Contractor shall ensure that the CCM Tool allows entry and storage of the following data fields:
J3.3.5.1	“Dates of Authorization.”
J3.3.5.2	“Dates of Acceptance.”
J3.3.5.3	“Dates of Declination.”
J3.3.5.4	“Dates of Enrollment.”
J3.3.6	Contractor shall ensure that the CCM Tool automatically notifies the Department when an “enrollment” request” is submitted by a Case Manager.
J3.3.7	Contractor shall ensure that the CCM Tool automatically notifies the Department when an “enrollment” is “accepted” or “declined” by a member.
J3.3.8	Contractor shall ensure that the CCM Tool has the ability to keep a system-generated, historical record of changes made to any and all waiting lists and “enrollment” records.

EXHIBIT J, CCM REQUIREMENTS AND SLAs

Req Number	Requirement
J3.3.8.1	Contractor shall ensure that a historical record of changes is in a waiting list window function formatted as a table, or a mutually agreed upon alternative solution, and not through a filtered audit function.
J3.3.9	Contractor shall ensure that the CCM Tool sends a warning notification to the Department when “enrollment” numbers by “program,” including “active,” “authorized,” and “reserved capacity figures” are nearing the maximum for a program. Contractor shall ensure that the CCM Tool allows for the Department to
J3.3.10	Contractor shall ensure that the CCM Tool has the ability to capture, store, and create a notification for the capacity of each program (as referenced in Section J3.4.4) as defined by business/program rules.
J3.3.11	Contractor shall ensure that the CCM Tool, in processing waitlist applicants, calculates the length of time from the “order of selection” date and the “date need identified” to the current date.
J3.3.12	Contractor shall ensure that the CCM Tool will not allow the creation of a waiting list record for a member without first having a completed level of care assessment for that member as defined by business/program rules.
J3.3.13	Contractor shall ensure that the CCM Tool will allow for the creation of a waiting list record without a completed level of care if the member is between the ages of 14 and 18. The waiting list record shall have a timeline of Safety Net until the member is 18 years old, at which time the member can have either a Safety Net, See
J3.3.14	DELIVERABLE: Complete the development of the “Enrollment” Status and Waiting Lists feature in the CCM Tool
J3.3.15	DUE: According to the Department approved project schedule for the CCM Tool
J3.4	Member Record Open and Close Feature
J3.4.1	Contractor shall ensure that the CCM Tool includes an over-arching status of a member record (i.e., Open, Close, or Pending).
J3.4.2	Contractor shall ensure that the CCM Tool only allows for one-member record per member and prohibit duplicate member records.
J3.4.3	Contractor shall ensure that the CCM Tool allows read only access to a “Closed” record, unless the case manager reopens the record.
J3.4.4	Contractor shall ensure that the CCM Tool allows users, based on the user’s security role, to override the “closure” of a “member record.”
J3.4.5	DELIVERABLE: Complete the development of the “Member Record Open” and “Close” Feature
J3.4.6	DUE: According to the Department approved project schedule for the CCM Tool
J3.5	“Program” Status and “Program” Assignment
J3.5.1	Contractor shall ensure that the CCM Tool has the ability to assign and change a member’s “program status,” as defined by business/program rules. Contractor shall ensure that the CCM Tool is programmed to recognize that only one (1) status can be assigned to a Member at a time per “program” combination. “Program” status
J3.5.2	Contractor shall ensure that the CCM Tool has the ability to have more than one Program associated to a member, as defined by business/program rules.
J3.5.3	Contractor shall ensure that the CCM Tool confirms that there is a member identified prior to assigning a Program status for that member.
J3.5.4	Contractor shall ensure that the CCM Tool generates an alert which prompts the Case Managers to take appropriate action to update the status of the “program” after a designated number of days following Member notification of an adverse action. Contractor shall ensure that the CCM Tool generates a secondary alert after a
J3.5.5	Contractor shall ensure that the CCM Tool allows users, based on the user’s security role, to override the “closure” of a benefit plan/“program.”
J3.5.6	Contractor shall ensure that the CCM Tool has the ability to assign a benefit plan and/or “program” to a member.
J3.5.7	Contractor shall ensure that the CCM Tool supports the business rules associated with LTSS Programs, benefits, and State Funded Programs.
J3.5.8	Contractor shall ensure that the CCM Tool has the ability to assign an HCBS, PACE, ICF, or NF benefit plan once a member meets the level of care and financial eligibility requirements.
J3.5.9	Contractor shall ensure that the CCM Tool links a Member’s assigned “program” to the “certification dates” outlined in the Member’s level of care assessment.
J3.5.10	Contractor shall ensure that the CCM Tool includes a table, or a mutually agreed upon alternative solution, that tracks the history of the level of care certification spans and “program” assignments. The table shall be visible to the CCM Tool user (not solely through audit function). The table shall include at a minimum the
J3.5.10.1	All Program Assignment fields as identified below:
J3.5.10.1.1	Program Name.
J3.5.10.1.2	Program Open Date that allows for an open end date based on business/program rules.

EXHIBIT J, CCM REQUIREMENTS AND SLAs

Req Number	Requirement
J3.5.10.1.3	Program Status.
J3.5.10.1.4	Program Close Date.
J3.5.10.1.5	Reason for Program Closure (if applicable).
J3.5.10.2	Program Assessor’s Name.
J3.5.10.3	Case Management Agency’s Name.
J3.5.10.4	Assessment Type (e.g., Initial, Continued Stay Review, etc.).
J3.5.10.5	Date Assessment Held.
J3.5.10.6	Date Assessment Verified (i.e., all required items completed).
J3.5.10.7	Date Assessment Completed (i.e., assessment is final).
J3.5.10.8	Certification Date Span.
J3.5.10.9	Certification Outcome.
J3.5.10.10	Assessed Program Name.
J3.5.10.11	Date Program Authorized.
J3.5.11	Contractor shall ensure that the CCM Tool prevents “open program enrollment” for Members with an inactive member record. The CCM Tool shall have the ability to allow for a status change based on user security role.
J3.5.12	Contractor shall ensure that the CCM Tool deactivates “programs” to correspond with an inactive Member record. The CCM Tool shall provide a confirmation dialogue pop-up message, or a mutually agreed upon alternative solution.
J3.5.13	The Contractor shall ensure that the CCM Tool is programmed to recognize that a Member enrolled in an HCBS “program” may not simultaneously be enrolled in PACE or reside in a Long-Term Care Facility. This function shall allow for an override based on a user’s security role. Contractor shall ensure that the CCM Tool
J3.5.14	Contractor shall ensure that the CCM Tool allows authorized users to edit current and historical “program” “enrollment spans.”
J3.5.15	Contractor shall ensure that the CCM Tool has the ability to perform edits that prevent “program enrollment” for Members deemed ineligible under Department rules, such as, those not meeting age restrictions.
J3.5.16	Contractor shall ensure that the CCM Tool prevents “program” “enrollment spans” from exceeding the allowable time limits specified by Department rules.
J3.5.17	Contractor shall ensure that the CCM Tool allows users, based on the user’s security role, to override CCM Tool-generated “certification dates.”
J3.5.18	DELIVERABLE: Complete the development of the “Program” Status and “Program” Assignment feature
J3.5.19	DUE: According to the Department approved project schedule for the CCM Tool
J3.6	Log Notes Feature
J3.6.1	Contractor shall ensure that the CCM Tool creates system-generated “log notes” when certain specific activities are completed by the user in other parts of the CCM Tool. Those specific activities requiring system-generated log notes shall be defined by the Department at its discretion.
J3.6.2	Contractor shall ensure that the “log notes” generated by the CCM Tool include, at a minimum, the following fields: date, time, type of log note, person contacted, event date, author/user’s name, and narrative boxes that allow the user to enter relevant information into the log note.
J3.6.3	Contractor shall ensure that the CCM Tool generates an automated time stamp when a log note entry is entered.
J3.6.4	Contractor shall include any additional fields in the log notes feature as defined by the Department rules.
J3.6.5	Contractor shall ensure that the CCM Tool has the ability to filter “log notes” across multiple data fields, as specified by the Department.
J3.6.6	Contractor shall ensure that all log note data fields can be included in reports, such as narrative and type of contact.
J3.6.7	Contractor shall ensure that the CCM Tool has the ability to specify the relationship of the “associated member contact person” to the Member.
J3.6.8	Contractor shall ensure that all fields within the log notes feature are searchable within the CCM Tool based on criteria and security roles specified by the Department.

EXHIBIT J, CCM REQUIREMENTS AND SLAS

Req Number	Requirement
J3.6.9	Contractor shall ensure that the CCM Tool allows for any “log note” to be designated as “confidential.” Once a “log note” is designated as “confidential,” Contractor shall ensure that the CCM Tool restricts the ability of other users to view the “confidential” “log note” based on a user’s security role.
J3.6.10	Contractor shall ensure that the CCM Tool has the ability to grant varying levels of user access and security based on a user’s role. Access levels shall vary based on whether a user’s role is that of a “Case Manager,” “Contractor,” “State Staff/Administrators,” and/or “Agency Administrator.”
J3.6.11	Contractor shall ensure that the CCM Tool allows users to add, edit, void, or print “log notes,” and authorizes this capability for certain users based on their security role. Each security role’s authority to add, edit, void, or print “log notes” shall be defined by the Department at its discretion. Contractor shall ensure the CCM Tool
J3.6.12	DELIVERABLE: Complete the development of the Log Notes Feature
J3.6.13	DUE: According to the Department approved project schedule for the CCM Tool
J3.8	Notice of Action and Appeals Features
J3.8.1	Contractor shall ensure that the CCM Tool allows for the creation and editing of an appeal and manual entry of dates and/or populates with auto-calculated dates associated with each step of the “Appeals process,” as defined by the business/program rules.
J3.8.2	Contractor shall ensure that the CCM Tool allows a user, based on security roles, to modify any date in the “Notice of Action.”
J3.8.3	Contractor shall ensure that the CCM Tool captures all appropriate dates associated with “Notice of Action,” as defined by the business/program rules.
J3.8.4	Contractor shall ensure that the CCM Tool links a “Notice of Action” to a Member’s record and “Appeal.”
J3.8.5	Contractor shall ensure that each “Notice of Action” includes the reason for generating that Notice of Action. The reasons shall include, but are not limited to, “Denial,” “Approval,” “Waiting List,” “Discontinuation of Service,” and “Decrease of Service.”
J3.8.6	Contractor shall ensure that the CCM Tool includes editable text fields for case managers to capture the explanation supporting the case manager action and to select or enter the relevant rule citation(s) that must be included in the “Notice of Action.”
J3.8.7	Contractor shall ensure that the CCM Tool generates alerts to case managers for any appeals in which they are involved and that those alerts are based on certain dates associated with the “Appeals process” as defined by business rules/program.
J3.8.8	Contractor shall ensure that the CCM Tool allows for the case manager to edit the “Notice of Action” after it has been finalized, but before the “mail by date.” The window of time between finalizing and “mail by date” shall be determined by the Department. Contractor shall ensure that the CCM Tool allows the case
J3.8.9	Contractor shall ensure that the CCM Tool tracks and monitors any and all Members’ “Appeals Process.” The Department shall provide Contractor with the data fields necessary to implement the tracking and monitoring capability for any and all “Appeals Process.”
J3.8.10	DELIVERABLE: Complete the development of the Notice of Action and Appeals Features
J3.8.11	DUE: According to the Department approved project schedule for the CCM Tool
J3.9	Data Migration
J3.9.1	Contractor shall migrate historical data from Bridge legacy system to the CCM Tool in appropriate formats (“the migration”), as specified by the Department. Three (3) years of member data and two (2) years plus the current year of assessment data from the Bridge will be migrated to the CCM Tool.
J3.9.2	Contractor shall follow the “Data Conversion Plan” and the “Change Management Plan,” as defined and approved by the Department to lead the Department through the mapping process for the migration of data from Bridge to the CCM Tool.
J3.9.3	DELIVERABLE: Complete Data Migration Tasks
J3.9.4	DUE: According to the Department approved project schedule for the CCM Tool
J3.10	Correspondence Feature and Functionality
J3.10.1	Contractor shall ensure that the CCM Tool has the ability to electronically share letters, forms, and any other documents generated by the CCM Tool to Members, case managers, providers, and other stakeholders. Electronic sharing includes email, and the ability to save-to-PDF.
J3.10.2	Contractor shall ensure that the CCM Tool generates forms, standard letters (including any letters requiring regulatory citations), demographic information of Members, and any other information from assessments, support plans, and other system information within the CCM Tool, as defined by the Department.
J3.10.3	Contractor shall ensure that the CCM Tool provides users, based on their security role, with the ability to modify any system-generated letters through the use of a free form text field.

EXHIBIT J, CCM REQUIREMENTS AND SLAs

Req Number	Requirement
J3.10.4	Contractor shall provide the ability to create and modify templates (such as letters and forms) based on user security role.
J3.10.5	Contractor shall ensure that the CCM Tool provides users, based on their security role, with the ability to add or delete letters from the CCM Tool that were not mailed to a Member. If a letter is voided/deleted, Contractor shall ensure that a reason for the deletion is required by the CCM Tool as an audit trail.
J3.10.6	Contractor shall ensure that the CCM Tool has the ability to upload documents received from external sources. Contractor shall also ensure that the CCM Tool has the ability to attach these documents from external sources to a Member's record.
J3.10.7	Contractor shall ensure that the CCM Tool requires case managers to provide summary data for each uploaded document such as subject, date of correspondence, and from whom the data was received. Any additional summary data for uploaded documents shall be defined by business/program rules.
J3.10.8	Contractor shall ensure that all fields in the summary data of the CCM Tool shall be searchable.
J3.10.9	Contractor shall ensure that the CCM Tool maintains all correspondence in an accessible and searchable format for Member records.
J3.10.10	Contractor shall ensure that the CCM Tool allows users, based on a user's security role, to delete correspondence that is incorrectly attached to a record and to upload the document to the correct member record. Contractor shall ensure that a reason for the deletion is required by the CCM Tool as an audit trail.
J3.10.11	Contractor shall ensure that the CCM Tool has the ability to print and save all documents in .pdf format.
J3.10.12	Contractor shall ensure that the CCM Tool has the ability to accept and upload documents in multiple file formats as agreed to by Department.
J3.10.13	Contractor shall ensure that the CCM Tool has the ability to generate all letters and forms with data from the CCM Tool as defined by business/program rules. This functionality includes, but is not limited to, generating the following documents: "Notice of Action," "Signature Sheet," "Assessments," "Assessment Outputs,"
J3.10.14	Contractor shall ensure that any member documents provided by the Department contained and produced in the CCM Tool shall be accessible in three languages.
J3.10.15	Contractor shall ensure that the CCM Tool generates a letters and/or forms that contains information about the Member's appeal rights. The content of the "Notice of Action" letters generated by the CCM Tool shall be defined by the Department.
J3.10.16	The Contractor shall ensure that the CCM Tool also allows a user to modify the letters and/or forms to add clarification to the action taken identified in the correspondence.
J3.10.17	DELIVERABLE: Complete the development of the Correspondence Feature and Functionality
J3.10.18	DUE: According to the Department approved project schedule for the CCM Tool
J3.11	Report Feature
J3.11.1	Contractor shall ensure that the CCM Tool provides the ability to transmit all data elements stored in the CCM Tool to the reporting tool universe (or comparable solution) regardless of data element type or status regardless of the source of entry.
J3.11.2	Contractor shall provide the ability for the CCM Tool users, based on security role as defined by the Department, to create predefined reports (including ad hoc) from the CCM Tool and associated subsystems and applications, if any. The reports shall be downloadable in MS Excel and .pdf formats.
J3.11.3	Contractor shall provide the Department with forty (40) customized reports, as defined by the Department during future requirements and design sessions, based on security roles. The reports shall be based on all fields within the CCM Tool and associated subsystems, and be downloadable in MS Excel and .pdf formats. The
J3.11.3.1	Log Notes Detailed Report
J3.11.3.2	Case Manager Face to Face Log Notes Report
J3.11.3.3	Face to Face Log Notes Monthly Summary Report
J3.11.3.4	Log Notes Report
J3.11.3.5	Monthly Wait List Report
J3.11.3.6	Wait List Summary Report by Agencies, by Program, by Status, by Timeline
J3.11.3.7	Wait List Member Detail Report
J3.11.3.8	Appeals Process Reports
J3.11.3.9	Contractor shall ensure that the CCM Tool has the ability to provide notifications and tasking to the users in real time.
J3.11.3.10	Monitoring Reports
J3.11.3.11	Member Choice Reports

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Req Number	Requirement
J3.11.4	DELIVERABLE: Complete the development of the Report Feature
J3.11.5	DUE: According to the Department approved project schedule for the CCM Tool
J3.12	Development, SIT, Train, Vendor Test, UAT, Breakfix, and Production Environments
J3.12.1	Contractor shall implement the Care and Case Management System and maintain establish the seven (7) environments: 1) Development, 2) System Integration Testing (SIT), 3) Train, 4) Vendor Test 5) User Acceptance Testing (UAT), 6) Breakfix and 7) Production. Contractor shall provide any required services and
J3.12.2	The Contractor shall maintain a training environment, that is separate from the production and UAT environments, that supports various scenarios for use with training purposes, as well as a user practice area. This environment shall be monitored and controlled by the Contractor and shall receive regular application updates
J3.12.3	Contractor shall ensure that the CCM Tool has a UAT environment to enable different users, as defined by security roles, and has the same functionality that mirrors Production data and all functionality including batch jobs, as mutually agreed upon between Contractor and the Department.
J3.12.4	Contractor shall ensure that the CCM Tool has a Train environment to enable different users, as defined by security roles, to access de-identified data that has the same functionality that mirrors Production data.
J3.12.5	Contractor shall ensure that the UAT and Train environment data is refreshed at a frequency defined by the Department, but not more often than quarterly.
J3.12.6	Contractor shall ensure that the CCM Tool application within the Train environment is updated concurrently with the changes implemented in Production.
J3.12.7	DELIVERABLE: Activate Development, SIT, Train, Vendor Test, UAT, Breakfix, and Production Environments
J3.12.8	DUE: According to the Department approved project schedule for the CCM Tool
J3.13	Search Functionality and System Navigation
J3.13.1	Contractor shall ensure that the CCM Tool provides users with the capability to efficiently navigate the CCM Tool. This includes the ability for users to navigate quickly within the CCM Tool across different sections of the Assessment to the Person-Centered Support Plan (“Support Plan”) and to navigate within member
J3.13.2	Contractor shall ensure that the CCM Tool allows users to view previous assessment/support plan responses while creating a new assessment/support plan. These previous responses are only visible for purposes of copy, paste, edit, and/or delete data into new assessments/support plan.
J3.13.3	DELIVERABLE: Complete the development of Search Functionality and System Navigation
J3.13.4	DUE: According to the Department approved project schedule for the CCM Tool
J3.14	Prior Authorization
J3.14.1	Contractor shall ensure that the CCM Tool automatically sends data from the support plan to the interChange in real time.
J3.14.2	Contractor shall ensure that the CCM Tool supports the existing PETI functionality contained in the Bridge, which shall include an automated rate update process.
J3.14.3	Contractor shall ensure that the CCM Tool runs an error check/system edits before a Support Plan is finalized and a Prior Authorization Request (PAR) is autogenerated in interChange.
J3.14.4	Contractor shall ensure that the CCM Tool allows users, based on a user’s security role, to view claims information, claim details, and decrementation of service.
J3.14.5	Contractor shall ensure that case managers, when using the CCM Tool, have direct access to a provider data table from the Support Plan view and for the ability to query and easily identify and select providers for each identified service in the Support Plan without having to navigate to other software “programs.”
J3.14.6	Contractor shall ensure that the CCM Tool has the ability to create PARs in interChange for foster care members based on the level of care assessment and support plan outcome (foster care clients do not require approval through CBMS).
J3.14.7	DELIVERABLE: Complete the development of the Prior Authorization Capability
J3.14.8	DUE: According to the Department approved project schedule for the CCM Tool
J3.15	BRIDGE Functionality
J3.15.1	Due to the Department’s intent to retire the Bridge after one year of operations, Contractor shall ensure that the existing Bridge functionality to support historical PAR processing remains in production to support case management activities.

EXHIBIT J, CCM REQUIREMENTS AND SLAs

Req Number	Requirement
J3.15.2	Contractor shall ensure that the Bridge does not allow the creation of new Pre-Prior Authorizations (PPAs), but shall continue to allow for edits and revisions.
J3.15.3	Reference Amendment 21-20: Contractor shall ensure that the Bridge creates new edits and informational messages to the users in support of the updated workflow.
J3.15.4	Contractor shall ensure that the current processes, including, but not limited to, Support Levels and Service Plan Authorization Limits (SPALs), support levels, Consumer Directed Attendant Support Services (CDASS) Task Worksheet, CDASS Monthly Allocation Worksheet, and Prior Authorization Requests (PARs) that
J3.15.5	DELIVERABLE: Complete the development of the Bridge functionality
J3.15.6	DUE: According to the Department approved project schedule for the CCM Tool
J3.16	State Funded “Programs”
J3.16.1	Contractor shall ensure that the CCM Tool identifies where a member is eligible for state-funded “programs.”, such as Support Planning for Family Support Services Program (FSSP), State-Funded SLS, Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID) and OBRA. The CCM Tool shall
J3.16.2	Contractor shall provide a solution that tracks, per member, the service authorization and billing detail for specified state-funded “programs.”
J3.16.3	Contractor shall ensure that the CCM Tool supports Case Management activities for state-funded programs such as entering log notes, assessments, CIRs, or support plan creation.
J3.16.4	Contractor shall allow viewing of claims/encounters for members enrolled in State SLS and OBRA.
J3.16.5	Reference Amendment 19-201: Contractor shall ensure that the CCM Tool does not allow a member to be enrolled in an HCBS program simultaneously as defined by business/program rules. For all other state funded programs, the Department shall specify which state funded programs allow members to be simultaneously
J3.16.6	Contractor shall allow for all agencies to bill up to a set budget allocation determined by the Department annually on a fiscal year basis.
J3.16.7	Contractor shall allow the Department to have the ability to adjust individual CMA budget allocations as needed throughout the fiscal year.
J3.16.8	DELIVERABLE: Complete the development of the State Funded “Programs” functionality
J3.16.9	DUE: According to the Department approved project schedule for the CCM Tool
J3.17	Critical Incident Reporting System (CIRS)
J3.17.1	Contractor shall ensure that the CCM Tool collects, tracks, and maintains necessary data required for CIRS, as defined by business/program rules.
J3.17.2	Contractor shall ensure that the CCM Tool creates a unique system identifier and shall link all information for a specific CIR, “CIRs ID”, and allows users to easily track a Member’s CIR.
J3.17.3	Contractor shall ensure that the CCM Tool has a critical incident standardized workflow that includes: (1) CIRs template for all Members, irrespective of the enrolled “programs.” The Department shall define the data fields required for the CIRs template for all members.
J3.17.4	Contractor shall ensure that the CCM Tool automatically populates certain fields for the CIRs form is created, including “Entry date,” “Entry time,” “Member Name,” “Member ID,” “Date of Birth,” “Program,” “Case Manager Name,” and “Agency name.” The Department shall define any additional fields required for the
J3.17.4.1	Contractor shall ensure that the CCM Tool has additional sections and/or forms, such as: “Persons Involved,” “HCPF Review,” and “Follow up.”
J3.17.4.2	Contractor shall ensure that the CCM Tool accommodates for multiple “Department Review” and “Follow Up” sections for a member’s CIR.
J3.17.4.3	Contractor shall ensure that all CIRs information, including the 3 primary data forms “Initial Report,” “HCPF Review,” and “Follow up,” is entered and located in one (1) section of the CCM Tool.
J3.17.4.4	Contractor shall ensure that the CCM Tool displays the CIRs Initial Report, along with relevant “HCPF Review” and “Follow Up” sections, in the sequence in which they were entered into the CCM Tool.
J3.17.4.5	Contractor shall ensure that the CCM Tool automatically dates and time stamps all “CIRs Activities” using system date and time.
J3.17.5	Contractor shall ensure that the CCM Tool allows users access to CIRs functions based on a user’s security level. Contractor shall ensure user access to functions such as: “Add CIRs,” “View CIRs,” “Edit CIRs,” “Delete CIRs,” “Follow-up Add/View,” and “HCPF Review Add/View,” The Department will inform Contractor
J3.17.6	Contractor shall ensure that the CCM Tool allows users to edit, delete, void, or re-assign (with an edit description included and visible), and if necessary, “flag CIRs.” for an action or task to be performed. Contractor shall ensure that the CCM Tool automatically generates a “log note” documenting a user’s edit or flag of a

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Req Number	Requirement
J3.17.7	Contractor shall ensure that the CCM Tool generates automatic notifications to the appropriate users whenever an “Initial CIR,” “HCPF Review,” or “Follow-up” is entered into the CCM Tool. The automatic notification generated by the CCM Tool may be in the form of a notification. The criteria for the CCM Tool to generate
J3.17.8	Contractor shall ensure that the CCM Tool captures any and all changes made to the CIR and that this information is visible to the CIR Policy Specialists and to the Department in a “History View” (list page of all CIRs summary information) and not through the “Audit” functionality.
J3.17.8.1	Contractor shall ensure that the CCM Tool retains an audit trail/history of all CIR changes.
J3.17.9	Contractor shall ensure that the CCM Tool displays all the necessary member CIRs data elements and questions as defined by business/program rules.
J3.17.10	Contractor shall ensure that the CCM Tool includes certain mandatory fields in CIRs as defined by the business/program rules.
J3.17.11	Contractor shall ensure that the CCM Tool prompts users to answer additional questions within the CIRs form when a user selects certain answers to specific questions, as defined by the business/program rules.
J3.17.12	Contractor shall ensure that the CCM Tool tracks all dates and times related to a critical incident in the following format: DD/MM/YYYY + HH:MM. Contractor shall ensure that this is NOT a text field in the CCM Tool.
J3.17.13	Contractor shall ensure that the CCM Tool has the necessary critical incident system edits and business/program rules validation.
J3.17.14	Contractor shall ensure that the CCM Tool allows for certain CIRs such as natural/expected death of the member to be automatically closed by the CCM Tool.
J3.17.15	Contractor shall ensure that the CCM Tool allows for the ability to re-open CIRs based on user security roles.
J3.17.16	Contractor shall ensure that the CCM Tool can search any CIRs by CIRs ID without entering into the Member record.
J3.17.17	Contractor shall ensure that the CCM Tool grants users access to CIRs and to CIRs process, based on a user’s security role and permissions as defined by the Department.
J3.17.18	DELIVERABLE: Complete the development of the Critical Incident Functionality
J3.17.19	DUE: According to the Department approved project schedule for the CCM Tool
J3.18	Electronic Signature Feature
J3.18.1	Contractor shall ensure that the CCM Tool allows for the electronic signature of required documents for Members, case managers, contractors, providers, and others, as defined by the support planning process.
J3.18.2	DELIVERABLE: Complete the development of the Electronic Signature Feature
J3.18.3	DUE: According to the Department approved project schedule for the CCM Tool
J3.19	Technical Framework Hypothetical (TFH)
J3.19.1	Reference Amendment 28-2022: Contractor shall work cooperatively with the Department’s Resource Allocation (RA) Contractor, Optumas, hereby referred to as the RA Contractor, who is developing the resource allocation methodology that includes, but is not limited to, algorithms based on the assessment, support plan, and
J3.19.2	Contractor shall review and become familiar with the RA Contractor’s scope of work to understand the business need for the resource allocation methodology.
J3.19.3	Contractor shall use the data fields (e.g., questions, responses, etc.) identified and provided by the RA Contractor in the algorithms and decision criteria.
J3.19.4	Contractor shall assign weighted scores to each data field (e.g., questions, responses, etc.) or grouping of data fields from the assessment, support plan, and demographic items as specified by the RA Contractor.
J3.19.5	Contractor shall identify the specified items that auto-calculate the total score for specified sections from the assessment, support plan, and demographic items involved in the resource allocation algorithms and decision criteria provided by the RA Contractor.
J3.19.6	Contractor shall ensure that the amounts for the individual budgets should be linked to risk scores that will be provided by the RA Contractor and that are derived from the weighted total scores of each section of the assessment, support plan and demographic involved in the resource allocation methodology and associated
J3.19.7	Contractor shall ensure that the CCM Tool provides the ability for a new individual budget to be created (calculated) with the completion of an assessment to meet the Department’s PCBA business needs.
J3.19.8	Contractor shall ensure that the CCM Tool provides the ability that historical budgets must be maintained within the CCM Tool.

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Req Number	Requirement
J3.19.9	Contractor shall ensure that assessment, support plan, and demographic items used to calculate the resource allocation algorithms and decision criteria shall auto-populate data in the corresponding templates / letters until the Resource Allocation algorithms are developed. The Department requires the TFH data shall auto
J3.19.10	Contractor shall ensure that the system track changes to the algorithms and decision criteria and any history of updates made to the algorithms, including effective dates and end dates for each iteration of the Resource Allocation algorithms and associated decision criteria.
J3.19.10.1	Contractor shall ensure that historical algorithms and decision criteria are maintained within the CCM Tool.
J3.19.10.2	Contractor shall ensure that version control and accessibility to previous versions throughout the CCM Tool to include the ability to run older versions of the algorithm for individuals and groups, as directed by the Department.
J3.19.11	Contractor shall ensure that the Technical Framework Hypothetical solution maximizes configurability where possible and can be easily maintained. The contractor shall continue iterative development to the Technical Framework Hypothetical algorithm throughout the project’s lifecycle to build the Resource Allocation
J3.19.12	DELIVERABLE: Complete the development of the Technical Framework Hypothetical functionality
J3.19.13	DUE: According to the Department approved project schedule for the CCM Tool
J3.20	Resource Allocation
J3.20.1	The Resource Allocation Methodology will be used for all members being assessed for Home and Community Based Waiver (HCBS) Programs. The development of algorithms and decision criteria will act as a fiscal cap for the amount of support recommended based on the member’s assessed need, support plan, and
J3.20.1.1	Contractor shall Work cooperatively with the Department’s Resource Allocation (RA) Contractor, Optumas, hereby referred to as the RA Contractor, who is developing the resource allocation methodology that includes, but is not limited to, algorithms based on the assessment, support plan, and demographic items in the
J3.20.1.2	Contractor shall review and become familiar with the RA Contractor’s scope of work to understand the business need for the resource allocation methodology.
J3.20.1.3	Contractor shall use the data fields (e.g., questions, responses, etc.) identified and provided by the RA Contractor in the algorithms and decision criteria.
J3.20.1.4	Contractor shall assign weighted scores to each data field (e.g., questions, responses, etc.) or grouping of data fields from the assessment, support plan, and demographic items as specified by the RA Contractor.
J3.20.1.5	Contractor shall identify the specified items that auto-calculate the total score for specified sections from the assessment, support plan, and demographic items involved in the resource allocation algorithms and decision criteria provided by the RA Contractor.
J3.20.1.6	Contractor shall ensure that the amounts for the individual budgets should be linked to risk scores that will be provided by the RA Contractor and that are derived from the weighted total scores of each section of the assessment, support plan and demographic involved in the resource allocation methodology and associated
J3.20.1.7	Contractor shall ensure that the CCM Tool provides the ability for a new individual budget to be created (calculated) with the completion of an assessment.
J3.20.1.8	Contractor shall ensure that the CCM Tool provides the ability that historical budgets must be maintained within the CCM Tool.
J3.20.1.9	Contractor shall ensure that the CCM Tool has the functionality to incorporate a resource allocation algorithm, provided by the RA Contractor, and may also include but not be limited to the functionality and features of cost containment, In-Home Support Services (IHSS) plan calculator, SPALs, the CDASS Task Worksheet,
J3.20.1.10	Contractor shall ensure that the Department will have the ability to identify which services are excluded and not included in the total individualized budget amount. The total amount of services in the Support Plan shall not exceed the total of the individualized budget plus the total cost of the excluded services to meet the
J3.20.1.11	Contractor shall ensure that that the CCM Tool has the capability to base total Resource Allocation amounts on appropriated amounts approved by the General Assembly. Should there be upward or downward adjustments to either individual services or entire allocations, the CCM Tool must be able to prorate the total
J3.20.1.12	Contractor shall ensure that the CCM Tool allows for the ability to include correspondence templates/letters in plain language (provided by the RA Contractor), which includes an explanation of the results of the resource allocation methodology including, but not limited to, risk score and support level or an equivalent to
J3.20.1.12.1	Contractor shall ensure that assessment, support plan, and demographic items used to calculate the resource allocation algorithms and decision criteria shall auto-populate data in the corresponding templates / letters.
J3.20.1.13	Contractor shall ensure that the Department has the ability to update the algorithms and decision criteria as the program needs change.
J3.20.1.14	Contractor shall ensure that the system track changes to the algorithms and decision criteria and any history of updates made to the algorithms, including effective dates and end dates for each iteration of the Resource Allocation algorithms and associated decision criteria.
J3.20.1.14.1	Contractor shall ensure that historical algorithms and decision criteria must be maintained within the CCM Tool.

EXHIBIT J, CCM REQUIREMENTS AND SLAs

Req Number	Requirement
J3.20.1.14.2	Contractor shall ensure that version control and accessibility to previous versions throughout the CCM Tool.
J3.20.1.15	Contractor shall ensure that the CCM Tool allows a user, based on role permissions, to assign budgets that exceed Individual budget caps when the member has been approved for a higher budget amount based on exceptions criteria that will be provided by the RA Contractor to include, but not be limited to, the following:
J3.20.1.15.1	Contractor shall allow the CCM Tool the ability for users to capture criteria that would allow for exceptions to the individual budget amount and request an exception.
J3.20.1.15.2	Create an automated workflow in the CCM Tool to support the processing of requests for exceptions to include, but not be limited to:
J3.20.1.15.2.1	The CCM Tool shall allow the case managers to submit the request including the option to attach/upload supporting documentation for review at an agency level and Department-level based on security roles as defined by the Department.
J3.20.1.15.2.2	The CCM Tool shall allow Case Management Agency administrators ability to review and determine exception submissions and submit to the Department for review if appropriate.
J3.20.1.15.2.3	The CCM Tool shall allow the ability for the Department to approve or deny requests for an exception.
J3.20.1.15.2.4	The CCM Tool shall maintain historical information of exception requests including, but not limited to, status, approvals/denials, user that initiated request, dates, time stamping, etc.
J3.20.1.15.2.5	The CCM Tool shall ensure that the approved exceptions capture the start and end dates.
J3.20.1.15.2.6	The CCM Tool shall allow the ability for the system to inform the member of the outcome of the exception review of the request, including electronically.
J3.20.1.15.2.7	The CCM Tool shall allow the alert at a minimum include that the exception was approved or denied, and if approved, the start and end date for the exception. The content will be provided by the Department.
J3.20.1.15.2.8	The CCM Tool shall allow a system alert to be generated to the case manager notifying the case manager to update the support plan if an exception is approved.
J3.20.1.15.2.9	The CCM Tool shall allow a system alert to be generated to the case manager when the end date for an exception is nearing.
J3.20.1.16	Contractor shall update the resource allocation methodology, as it's amended by the Department or RA Contractor, within a mutually agreed upon timeframe. The Department requires the ability to update the CCM Tool to include, but not be limited to, assessment, support plan, and demographic items, or any part of the CCM Tool, to accommodate the resource allocation algorithms and decision criteria.
J3.20.1.17	DELIVERABLE: Complete the development of the Resource Allocation functionality
J3.20.1.18	DUE: According to the Department approved project schedule for the CCM Tool
J3.20.1.19	DELIVERABLE: Production Implementation of the Resource Allocation functionality
J3.20.1.20	DUE: According to the Department approved project schedule for the CCM Tool

Streamlined Eligibility Functional Requirements

Req Number	Requirement
J4	Streamlined Eligibility
J4.1	Contractor shall incorporate User Interface additional fields into the Care and Case Management system (CCM) to capture the (i) Period of Ineligibility, and (ii) Level of Care Code, as provided in greater detail below.
J4.2	Contractor will work with the Department to define up to three (3) custom reports to provide visibility to the work in progress associated with Streamlined Eligibility.
J4.3	When a Client is discharged from one nursing facility and admitted to another, the CCM system shall send PEAKPro multiple nursing facilities (NPI, admit date, and discharge date) and not just one.
J4.4	With the implementation of streamline eligibility, the program status is no longer relevant to CBMS/PEAKPro. The CCM system will send the appropriate Level of Care (LOC) / LOC changes and the respective programs.
J4.5	The CCM system shall only send to PEAKPro any changes to mailing address, LOC, and/or Nursing facility.
J4.6	The CCM system shall send members to the PEAKPro system if any of the following conditions exist:
J4.6.1	Member mailing address update – value is “Y” if mailing address changed.
J4.6.2	Member LOC update – value is “Y” if LOC-related information changed.
J4.6.3	Member nursing facility update – value is “Y” if nursing-facility-related information changed.
J4.7	The member mailing address update flag value will be set to “Y” if any of the following conditions occur, and none of the filtering conditions listed in the filtering section apply:
J4.7.1	The address that is already flagged as "preferred mailing" has a change to any of the following fields: address1, address2, city, state, or zip.
J4.7.2	An address is newly flagged as "preferred mailing".
J4.8	The member LOC update value will be “Y” if any of the following conditions occurs for any of the member’s LOC records, and none of the filtering conditions listed in the filtering section apply:
J4.8.1	A new level of care record is added – either by the user, or programmatically when a new assessment is completed,
J4.8.2	If one or more of the LOC related fields are changed:
J4.8.2.1	LOC Determination Decision,
J4.8.2.2	LOC Determination Date
J4.8.2.3	LOC Start Date,
J4.8.2.4	LOC End Date,
J4.8.2.5	LOC Type Code,
J4.8.2.6	HCA need paid care score,
J4.8.2.7	HCA payment effective date
J4.8.2.8	HCA authorized amount.
J4.9	If LOC Type Code is being derived from program type code, and multiple program type code values map to a single LOC Type Code, then the trigger condition is not a change to program type code but to LOC Type Code. For example, if the program type code changes from EBD to BI, both these values map to the “Universal waiver” LOC Type Code, so this would not trigger a change.
J4.10	The member nursing facility update value will be “Y” if any of the following conditions occur for any of the members provider records with a provider type code of 20 (Nursing Facility) or 21 (Nursing Facility – ICF/IID), and none of the filtering conditions listed in the filtering section apply:
J4.10.1	A new provider of type 20 or 21 is added to the member on the Care Team panel,
J4.10.2	A provider of type 20 or 21 is modified on the Care Team panel (start/admit or end/discharge dates),
J4.10.3	A provider of type 20 or 21 is voided from the Care Team panel.

EXHIBIT J, CCM REQUIREMENTS AND SLAs

Req Number	Requirement
J4.11	Contractor shall update the filtering logic to account for the following:
J4.11.1	Conversion of program type codes to PEAKPro codes.
J4.11.2	Conversion of program status codes to PEAKPro status code will be removed. Program status will be removed from the PEAKPro layout.
J4.12	Contractor will update the waiver logic as follows:
J4.12.1	Additions/Updates to the member waiver eligibility business rules will be configured to accommodate the new universal aid code.
J4.12.2	A rule will be added that if a member has a WAWD/B3 as part of their eligibility, then the member will be limited to one of the following waivers: EBD, CHMS, BI, SLS, or SCI.
J4.12.3	A new rule will be added to end date a member's waiver eligibility based on TXIX benefit being ended.
J4.13	Contractor shall update the CCM system BIDM extracts to include all fields added to support Section J4 Streamlined Eligibility.
J4.14	Contractor shall design the CCM system to support Section J4 Streamlined Eligibility so that the following items are configurable items:
J4.14.1	Health coverage information to reflect changes to the same in the source systems.
J4.14.2	CCM Tool mapping changes.
J4.14.3	New aid code/level of care type combinations

EXHIBIT J, CCM REQUIREMENTS AND SLAs

Number	Requirement
CCM.1 Workflow Management Support - Support business process efficiencies through work assignments, status tracking, and escalation path.	
J5.1.1	Maintain workflow processes that are assignable to System users, and are tracked by status.
J5.1.2	Maintain an escalation path for workflow tasks to be sent to supervisor or higher level System users for action.
J5.1.3	Maintain the capability to generate follow-up communications according to workflow rules.
CCM.2 Operational Reporting - Provide regular and ad hoc operational reporting on key performance measures as required, with query support.	
J5.2.1	Maintain process to ensure that the data in reports are current, accurate, exportable, searchable, and accessible and that reports are produced in a timely fashion to meet report’s delivery deadline.
J5.2.2	Maintain the ability to provide the Department the following: -Narrative description of the criteria used to generate the report -Documentation of the algorithms and formulas used in all reported fields and computed variables, analytic protocols and assumptions.
J5.2.3	Maintain a suite of Contractor-defined, Department approved on-line reports which allow users to choose from multiple pre-built defined parameters (such as provider number, procedure code, date of service, etc.) singly or in combination, to generate user-customized results that help users monitor the daily operations of the System and CCM Operations.
J5.2.4	Maintain the process to generate a summary of historical file transfers.
J5.2.5	Maintain the process to ensure that all codes and abbreviations used in the System have corresponding and easy-to-view narrative descriptions.
J5.2.6	Maintain the process to ensure that any reporting functionality supports the ability to pull and use the narrative descriptions of codes and abbreviations in addition to the codes and abbreviations themselves.
J5.2.7	Contractor shall regularly and accurately produce operational reports using System data.
J5.2.8	Contractor shall provide a customizable operational dashboard, that includes current and historical System data.
J5.2.9	Contractor shall maintain and provide documentation of the logic that is used to derive calculations and reports, along with descriptions of data elements used in calculations and reporting. Have full report documentation available, human readable, and online accessible to Department.
CCM.3 Operations/User Documentation - Maintain and make available operations documentation/procedures for all CCM areas.	
J5.3.1	Maintain process to provide a real-time communications tracking tool with role-based access to monitor and document system updates, day-to-day business, and exchanges between Contractor(s) and the Department.
J5.3.2	Contractor shall collaborate on documentation via editing tools. Include the ability to limit editing of certain documents by type and origination. Track and maintain version history of documents.
J5.3.3	Maintain the process to ensure all project and Contract documents are made available on the electronic data repository and have all versions.
J5.3.4	Maintain the process to ensure all project and Contract documents are made available on the electronic data repository and have all versions
CCM.4 Auditor Responses Support - Support Department responses to audit investigations and activities as requested.	
J5.4.1	Provide data, reports, system documentation, claim history, provider records, and any other information needed to support the Department's response to an audit.
J5.4.2	Make System access available to authorized auditor personnel as requested by the Department.
J5.4.3	Prepare ad hoc reports as needed for auditor response support.
CCM.5 Transmittals - Support for transmittal process for configuration updates, research, approvals, etc. to be fully defined; including capture of and access to transmittal history and search for capability (especially ‘notes’) using a robust tool.	

EXHIBIT J, CCM REQUIREMENTS AND SLAs

Number	Requirement
J5.5.1	Contractor shall support the Transmittal process which meets the following needs of the Department: <ul style="list-style-type: none"> •Is online and accessible by both the vendor and the Department •Has a configurable workflow •Has robust, configurable reporting capabilities with standard and ad hoc reports •Allows attachments of various standard file types to workflow products •Has modifiable search capabilities, including on the notes field and attachments •Generates alerts within the workflow as defined by the Department •Is populated with historical Transmittal data from the legacy Transmittal application •Has role-based application access, workflow actions, and notifications •Allows authorized users to modify content within the workflow •Training is provided for the applications functionality and use •Is maintained by the Contractor
CCM.6 Customer Experience Center Support: Provide staffing to support the customer experience center	
J5.6.1	Contractor shall provide ten (10) Customer Experience Center Agents, two (2) MedCompass Subject Matter Experts, and one (1) Customer Experience Center Leader as part of its operational staff to support the Care and Case Management (CCM) system.
J5.6.2	Contractor shall work collaboratively with the Bridge vendor to ensure all required functionality is incorporated into the CCM tool.
J5.6.3	Contractor shall Acknowledge that after CCM Call Center Go Live, the number of call center agents provided by Contractor shall be governed by the Average Daily Call Volume. The Average Daily Call Volume shall be calculated by Contractor and delivered to the Department by the 5th of each month. Contractor shall have thirty (30) days after delivery of the Average Daily Call Volume to the Department to implement an increase or decrease in the number of call center agents in accordance with the above-mentioned table. Contractor shall report to the Department on a weekly basis when a staffing changes occur.
J5.6.4	Training of CCM call center agents shall be administered and concluded prior to the call center agents handling CCM-related calls. CCM call center training shall be conducted as specified in the contract, and shall be conducted so that call center agents are proficient in all abilities and responsibilities for their respective position.
J5.6.5	CCM Call center agents will be trained on troubleshooting issues on the initial call. Training shall cover issues or questions that are typically discussed during the initial call.
J5.6.6	When system enhancements are made Contractor shall ensure training updates are provided to CCM call center agents prior to the system enhancements going live.
J5.6.7	At the conclusion of CCM call center training Contractor shall administer a test, approved by the Department, to prospective call center agents. A score at least 80% correct or more shall be required before persons are permitted to serve as a CCM call center agent.
J5.6.8	Contractor shall develop and deliver to the Department Go Live training plans that outline the process Contractor shall follow to develop and administer training to CCM Call Center Agents.
J5.6.9	The Contractor’s training plan shall outline the approach to educate and improve the skills of CCM Call Center Agents in providing call center services. The plan shall serve as a guide for training and performance support activities, identify learning objectives, address the strategic learning needs of call center agents, and consider the needs of stakeholders, as applicable.
J5.6.10	The CCM Call Center Training Plan shall be updated annually, at a minimum, by Contractor and reviewed and approved by the Department.
J5.6.11	Go Live CCM Call Center Training Plan DUE: Within 30 days after execution of this amendment, and thereafter by November 1st annually.
J5.6.12	Contractor shall develop a resolution plan that, at a minimum, outlines the process CCM call center agents shall follow to resolve caller issues and provide daily updates to the known issues.
J5.6.13	Resolution Plan DUE: Within 20 business days after CCM System Soft Launch
J5.6.14	Contractor shall incorporate CCM call center data into a daily/weekly call volume, unresolved ticket, and performance report for the CCM Call Center. This CCM call center data related information shall be reported separately from the Provider Call Center.

EXHIBIT J, CCM REQUIREMENTS AND SLAs

Number	Requirement
J5.6.15	CCM Call Center Call Volume and Performance Report DUE: Weekly, until mutually agreed upon by the parties. Verbal updates on prior business day call volumes, ASA, abandon rates, distribution of defined reason codes, and open vs. closed contact ticket statistics will be provided daily upon request.
J5.6.16	A monthly summary report of the above-mentioned information. DUE: The 8th day of each month of the contract.
J5.6.17	During the first 60 days after implementation Contractor will meet daily with Department staff to discuss issues that require immediate attention, daily metrics, unresolved tickets, and other matters that are relevant to improving call center operation.
J5.6.18	The implementation plan identified in Exhibit B shall also include detail regarding ongoing daily support provided by Contractor after implementation (i.e., command center).
J5.6.19	Contractor will attend meetings with the Department to discuss call center issues, including: upcoming program, waiver, policy changes, and change requests; ticket numbers; frequently reported issues; planned system outages; unanticipated system issues; and list of known issues. These meetings will occur weekly through the first 60 days after implementation, and then monthly during ongoing operations.
J5.6.20	The Contractor shall perform detailed analysis on CCM call center performance data. The Contractor shall submit to the Department the results of this analysis on a weekly basis after implementation, which shall include the output of a workforce management tool, including analyzing historical data, forecasting, calculating and evaluating appropriate staffing levels, and tracking performance.
J5.6.21	CCM Call Center Results Analysis Report DUE: Weekly, unless otherwise agreed to by the parties.
J5.6.22	Based on the data analysis, the Contractor shall submit to the Department, on a monthly basis, a staffing proposal that allows the Contractor to achieve all call center contractual performance metrics.
J5.6.23	Monthly Staffing Report DUE: By the 8th of each month after the effective date of this Amendment
J5.6.24	initially answered and routed CCM Call Center interactions shall be provided by a call center agent. This requirement does not include initial call answering and routing.
J5.6.25	Contractor shall provide and maintain a dedicated email address to be used by Contractor and the Department for communications concerning CCM Call Center tickets. This email address will be regularly monitored and updated by Contractor. Contractor shall provide an initial response to emails within 24 hours.
J5.6.26	Contractor shall record all CCM call center calls.
J5.6.27	Contractor shall assign all CCM call center calls a unique ticket number that will be used for reference and tracking purposes.
J5.6.28	The Call Center shall notify the Department within 24-hours if they are not able to resolve issues received from CMAs on program or policy issues.
J5.6.29	Contractor shall develop, maintain and regularly update, annually or more frequently as appropriate, procedures concerning CCM Call center operations. These procedures shall address: ticketing, prioritization of ticketing, ticketing management, resolution and related communication, activities that are reasonably anticipated to occur in the operation of the CCM call center. Contractor shall leverage the communication features within the CCM tool to assist CMAs, where possible.
J5.6.30	The above-mentioned procedures shall be provided to the Department in a shared location. Contractor shall provide reasonable notice to the Department if updates or changes to policies / procedures are made.
J5.6.31	Contractor shall make available all existing communication tools (existing Inbox, etc.) within the CCM system.
J5.6.32	Contractor shall provide CRM categories that can be accessed and utilized by the Department for provider tracking and management.
J5.6.33	Contractor shall provide and support Customer Relationship Management (CRM) software licenses that can be expanded to be utilized by all employees in the Department.

EXHIBIT J, CCM REQUIREMENTS AND SLAs

Number	Requirement
J5.6.34	Provider shall maintain the ability to provide weekly and monthly call center reports on communications with case managers, including: -number of calls answered -nature of call/inquiry -timeliness of responses to inquiries -length of calls -hold time -Average Speed of Answer (ASA) -number of abandoned calls
J5.6.35	Contractor shall maintain an online case manager complaint tracking, resolution, and reporting process to produce routine summary reporting about trends and other data.
J5.6.36	Contractor shall provide a CRM that provides flexibility, reporting, and access as defined in this section.
J5.6.37	Contractor shall provide the appropriate technical or operational support based on call issue, and provide the appropriate staff to answer the question(s).
J5.6.38	Contractor shall provide a call center telecommunications infrastructure that is supported by software, such as Avaya ACD, to deliver calls and voice mails using Voice over Internet Protocol (VoIP).
J5.6.39	Contractor shall provide a customer experience center that consists of well-trained agents who have access to online resources, subject-matter experts, and their leadership team to assist them in resolving questions. Call Center agents also shall use the Contractor’s Enterprise Knowledge Management System, which shall enable agents to quickly access stored content, including the Department’s business rules, needed to respond to calls.
J5.6.40	Contractor shall accurately enter important information during a call. The contact record created during a call shall carry an accurate representation of each action taken. After data is accurately entered, the Contractor shall be able to generate queries and reports to identify trends.
J5.6.41	Contractor shall provide and support Provider Customer Relationship Management (CRM) software licenses that can be expanded to be utilized by all employees in Department so that the Department’s contact with case managers can be noted in the same system as the Contractor, which will allow communications with case managers to be more efficient

Exhibit J, CCM REQUIREMENTS AND SLAs

Number	QMP (Y/N)	Final Requirement
J6.1	N	No mission critical services (Priority 1 as described in an approved Business Continuity and Disaster Recovery Plan) were interrupted during the month.
J6.2	N	All core services that are required to be maintained with limited service disruption (Priority 2 as described in an approved Business Continuity and Disaster Recovery Plan) are recovered within eight (8) hours following the event that resulted in those services being unavailable.
J6.3	N	Systems and data where service disruption will cause serious injury to government operations, staff, or citizens (Priority 3 as described in an approved Business Continuity and Disaster Recovery Plan) are all recovered within forty-eight (48) hours following any event that results in those services being unavailable.
J6.4	N	Systems and data required for moderately critical agency services and IT functions where damage to government operations, staff, and citizens would be significant but not serious (Priority 4 as described in an approved Business Continuity and Disaster Recovery Plan) are all recovered within five (5) Business Days following any event that results in those services being unavailable.
J6.5	N	The alternative site or sites described in an approved Business Continuity and Disaster Recovery Plan are fully operational within five (5) Business Days of the primary business location becoming unsafe or inoperable during the month unless event occurs during the month that results in the need for the Contractor to move to the alternative site or sites during the month.
J6.6	N	Provide and submit for Department approval, the results of Business Continuity and Disaster Recovery testing annually.
J6.7	N	The Contractor shall provide documentation for investigations, evaluation, public records requests, and subpoenas no later than the date provided within the formal request. This time period shall begin on the first Business Day following the day the Department notifies the Contractor of the formal request. The response date shall be the date the official response is sent to the Department by the Contractor.
J6.8	N	Contractor shall apply necessary software patches in accordance with the timeline and severity/risk rating determined by each software vendor.
J6.9	N	Adhere to the following communication timeframes, according to urgency level as documented in the Communications Management Plan: - Respond to routine communications within twenty-four (24) hours (business day) - Respond to semi-urgent communications within six (6) hours - Respond to urgent communications within one (1) hour
J6.10	N	Respond to Department's archive data request within (5) business days with a timeframe for the data request to be completed. The vendor will deliver the archived data no later than (20) business days from the request.
J6.11	N	Meet interface requirements according to interface frequency and timing as defined for each interface within the Interface Control documentation.
J6.12	N	Staff and conduct operations from 8:00 a.m. to 5:00 p.m. Mountain Time, on all State business days, Monday through Friday during the month with the exception of days the Department is closed due to weather, Department-approved and pre-scheduled training sessions, and agreed holidays.
J6.13	N	Deliver Monthly Contract Management Plan reports to the Department within seven (7) business days following the close of the month.
J6.14	N	Support the current version and two prior versions of these major web browsers: Edge, Safari, Google Chrome, Firefox.
J6.15	N	For turnover in Key Personnel and staff fill all vacancies within sixty (60) business days.
J6.16	N	Department will approve each update or revision of the Resource Management Plan. Note that the Department's approval of any resource plan does not imply that the staffing levels are sufficient; the Contractor may still have to increase staffing if they are not meeting the Contract requirements.
J6.17	N	Increase staffing levels if requirements or standards are not being met at no additional cost to the Department.
J6.18	Y	All unscheduled System downtime is reported to the Department within thirty (30) minutes of when the incident begins.
J6.19	N	Close all transmittals within five (5) Business Days of receipt of final criteria. Contractor may request an extension onto the due date on any complex transmittal or where other circumstances create a delay in processing. The Department may grant the Contractor an extension of the due date on any transmittal.
J6.20	N	Contractor shall meet all annual training requirements as defined in an approved Training Plan.

Exhibit J, CCM REQUIREMENTS AND SLAs

Number	QMP (Y/N)	Final Requirement
J6.21	N	Develop and submit for Department approval, updated training documents in accordance with the SCR project plan, but before the web or content changes go live, to allow time for training in advance.
J6.22	Y	Contractor shall ensure that both the User Acceptance Testing (UAT) environment and the Train Environment are available to be used 99.9% of the time during Scheduled Testing/Training Activities. The Department will communicate to the Contractor in advance regarding testing and training needs outside normal business working hours, per the approved Test/Training Plan.
J6.23	N	Contractor shall ensure that the UAT and Train environment data is refreshed at a frequency defined by the Department, but not more often than quarterly.
J6.24	N	Contractor shall deploy code and/or functionality to the Production Environment after the Contractor receives the Department's written approval to implement the code/functionality during an Operational Readiness Review Meeting.
J6.25	Y	Contractor shall ensure that the Production Environment is available 24 hours per day and 7 days per week, with a monthly availability of 99.9% uptime, excluding Department-approved planned downtime.
J6.26	N	Contractor shall not voluntarily change individuals in Key Personnel positions without the prior written approval of the Department.
J6.27	Y	Contractor shall notify and provide an updated data dictionary and file layout outlining any new data model changes (e.g. add/update/delete fields, add/update/delete tables) to the Department, the EDW vendor and the MIDA vendor to review and provide comments and approval to any proposed changes to the file layouts at least 30 calendar days prior to implementation.
		Contractor shall notify and provide an updated data dictionary and file layout outlining any new data model changes (e.g. add/update/delete fields, add/update/delete tables) to the Department and the EDW vendor to review and provide comments and approval to any proposed changes to the file layouts at least 30 calendar days prior to implementation. This data dictionary will be provided for data structures in use for the Department HCPF client and will align with AssureCare data dictionary documentation standards.
J6.28	Y	<p>UAT coverage will include all system features enabled and configured for the Department's program including all integration points.</p> <p>UAT Entry / Start criteria will include 0 sev 1 defects and 0 sev 2 defects unless mutually agreed by Contractor and the Department.</p> <p>UAT Entry criteria will include Contractor accessing the UAT test cases via the Contractor's requirements tracking and management tool prior to start of UAT.</p> <p>During UAT, sev 1 defects should be resolved within 4 hours. Lower severity defects will be resolved and managed via mutual agreement between the Contractor and the Department.</p>
J6.29	Y	<p>Production Defect Resolution Metrics, included in the monthly Contract Management Report:</p> <ul style="list-style-type: none"> - Sev 1 defects resolved within 4 hours of issue identification. - Sev 2 defects resolved within 24 hours. - Sev 3 defects resolved within 8 business days. - Sev 4 defects resolved within 8 business days.
J6.30	Y	The Average Speed to Answer (ASA) for all calls to the call center shall not exceed one (1) minute during each month. The ASA shall be defined as the wait time before a caller starts talking to an agent and includes the amount of time callers wait in a queue and while the agent's phone rings. ASA does not include the time it takes for callers to navigate through the Interactive Voice Response (IVR) System. An "Answer" shall be defined as a live agent talking to a caller, and not as a machine communicating with a caller.
J6.31	Y	The maximum wait time in the call center queue shall not exceed ten (10) minutes for more than five (5) calls received in a business week and no calls in a week shall exceed a maximum delay of over twenty (20) minutes.
J6.32	N	Less than or equal to five percent (5%) of total calls to the call center received during each business month were abandoned.

Exhibit J, CCM REQUIREMENTS AND SLAs

Number	QMP (Y/N)	Final Requirement
J6.33	N	For inquiries to the call center that can not be closed or resolved upon the initial call, ninety percent (90%) are resolved or closed within five (5) Business Days, and one hundred percent (100%) of all inquiries shall be resolved or closed within thirty (30) Business Days, unless a Department resolution is required.
J6.34	N	The Customer Experience Center was Staffed from 8:00 a.m. to 5:00 p.m. Mountain Time, every Monday through Friday (on each Business Day) during the month with the exception of days the Department is closed due to weather and Department-approved and pre-scheduled training sessions.