

STATE OF COLORADO CONTRACT

COVER PAGE

State Agency Department of Health Care Policy and Financing	Contract Number 24-187300
Contractor Conduent State Healthcare, LLC	Contract Performance Beginning Date The later of the Effective Date or January 2, 2024
Contract Maximum Amount Initial Term State Fiscal Year 2024 \$9,576,724.74 Extension Terms State Fiscal Year 2025 \$19,984,402.00 State Fiscal Year 2026 \$10,403,046.46 State Fiscal Year 2027 \$10,648,638.00 State Fiscal Year 2028 \$10,900,431.26 State Fiscal Year 2029 \$5,271,986.60 Total for All State Fiscal Years \$66,785,229.06	Initial Contract Expiration Date December 31, 2024 Contract Authority Authority to enter into this Contract exists in C.R.S. §25.5-1-101, <i>et. seq.</i>
Contract Purpose The Department is contracting with Conduent State Healthcare, LLC to obtain an Electronic Data Warehouse (EDW) and operational services to support Colorado's Medicaid, CHP+ programs, and other health benefit programs administered by the Department. This Contract is a result of the BIDM ITN solicitation #UHAA 2022000011.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: <ol style="list-style-type: none"> Exhibit A – HIPAA Business Associates Addendum Exhibit B – Statement of Work Exhibit C – Rates Exhibit D – Terminology Exhibit E – Contractor's Administrative Requirements Exhibit F – Sample Option Letter Exhibit G – Federal Provisions Exhibit H – PII Certification Exhibit I – Information Technology Requirements Exhibit J – EDW Requirements Exhibit K – Federal Reporting Requirements Exhibit L – User Software & Tools Requirements Exhibit M – Service Level Agreements Exhibit N – Training Requirements Exhibit O – CMS Requirements Exhibit P – Optional Accelerated Transition Exhibit Q – Infrastructure Sizing <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"> Exhibit A, HIPAA Business Associates Addendum Exhibit G, Federal Provisions Colorado Special Provisions in §18 of the main body of this Contract Exhibit I, Information Technology Provisions The provisions of the other sections of the main body of this Contract Exhibit P, Optional Accelerated Transition Exhibit B, Statement of Work Exhibit D, Terminology Exhibit E, Contractor's Administrative Requirements Exhibit C, Rates Exhibit H, PII Certification Exhibit F, Sample Option Letter 	

- 13. Exhibit F, Sample Option Letter
- 14. Exhibit K, Federal Reporting Requirements
- 15. Exhibit L, User Software & Tools Requirements
- 16. Exhibit M, Service Level Agreements
- 17. Exhibit N, Training Requirements
- 18. Exhibit O, CMdS Requirements
- 19. Exhibit Q, Infrastructure Sizing

Principal Representatives

For the State:

George Dimitrov
Dept. Health Care Policy and Financing
State of Colorado
303 E. 17th Avenue
Denver, CO 80203
George.Dimitrov@state.co.us

For Contractor:

Lydie Quebe
Conduent State Healthcare, LLC
750 First Street, NE, 10th Floor
Washington, DC 20002
Lydie.Quebe@conduent.com

SIGNATURE PAGE**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

Each person signing this Contract represents and warrants that the signer is duly authorized to execute this Contract and to bind the Party authorizing such signature.

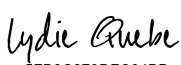
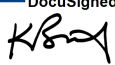
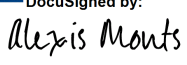

<p align="center">CONTRACTOR Conduent State Healthcare, LLC</p> <p>DocuSigned by:  By: 5FB8C879DEC84BB...</p> <p align="right">Date: 12/26/2023 06:46 PST</p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p>DocuSigned by:  By: 0B6A84797EA8493...</p> <p align="right">Date: 12/26/2023 06:59 PST</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 align="center">STATE OF COLORADO Jared S. Polis, Governor Governor's Office of Information Technology David Edinger, Chief Information Officer and Executive Director</p> <p>DocuSigned by:  By: 4235987998F1488...</p> <p align="right">Date: 12/26/2023 15:02 MST</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 align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by:  By: 53EB016677F04B9...</p> <p align="right">Effective Date: 12/27/2023 11:50 PST</p>

TABLE OF CONTENTS

1.	PARTIES	2
2.	TERM AND EFFECTIVE DATE.....	2
3.	DEFINITIONS	3
4.	STATEMENT OF WORK	6
5.	PAYMENTS TO CONTRACTOR	6
6.	REPORTING - NOTIFICATION	8
7.	CONTRACTOR RECORDS.....	9
8.	CONFIDENTIAL INFORMATION-STATE RECORDS.....	9
9.	CONFLICTS OF INTEREST.....	11
10.	INSURANCE	12
11.	LIMITATION OF CONTRACTOR'S LIABILITY TO STATE	14
12.	BREACH OF CONTRACT	14
13.	REMEDIES	14
14.	DISPUTE RESOLUTION.....	16
15.	NOTICES AND REPRESENTATIVES	17
16.	RIGHTS IN WORK PRODUCT AND OTHER INFORMATION.....	17
17.	STATEWIDE CONTRACT MANAGEMENT SYSTEM	19
18.	GENERAL PROVISIONS	19
19.	COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).....	24
	EXHIBIT A, HIPAA BUSINESS ASSOCIATES ADDENDUM.....	1
	EXHIBIT B, STATEMENT OF WORK.....	1
	EXHIBIT C, RATES	1
	EXHIBIT D, TERMINOLOGY	1
	EXHIBIT E, CONTRACTOR'S ADMINISTRATIVE REQUIREMENTS	1
	EXHIBIT F, SAMPLE OPTION LETTER.....	1
	EXHIBIT G, FEDERAL PROVISIONS	1
	EXHIBIT H, PII CERTIFICATION	1
	EXHIBIT I, INFORMATION TECHNOLOGY PROVISIONS	1
	EXHIBIT J, EDW REQUIREMENTS.....	1
	EXHIBIT K, FEDERAL REPORTING REQUIREMENTS	1
	EXHIBIT L, USER SOFTWARE AND TOOLS REQUIREMENTS.....	1
	EXHIBIT M, SERVICE LEVER AGREEMENTS (SLAS).....	1
	EXHIBIT N, TRAINING REQUIREMENTS	1
	EXHIBIT O, CMDS REQUIREMENTS	1
	EXHIBIT P, OPTIONAL ACCELERATED TRANSITION.....	1
	EXHIBIT Q, INFRASTRUCTURE SIZING	1

1. PARTIES

This Contract is entered into by and between 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”) and Contractor named on the Cover Page for this Contract (the “Contractor”). 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 a period, or for successive periods, of one year or less at the previously negotiated rates and under the same terms specified in Exhibit C of the Contract (each such period an “Extension Term”). 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. The total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Contract Performance Beginning Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. 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 by Contractor, which shall be governed by **§11**.

i. **Method and Content**

The State shall notify Contractor of such termination in accordance with **§14**. 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 reimburse Contractor for the 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. Contractor shall have 30 days from receipt of the notice of termination to submit the invoice for these expenses. The State shall make payments to Contractor for any QMP's that have been achieved for any partially or wholly completed measurement period up to the termination date.

3. **DEFINITIONS**

The following terms shall be construed and interpreted as follows:

- A. **"As soon as reasonably possible (BAA)"** Related to context of Exhibit A (the BAA) and Contractor's requirements under sub-paragraph 3(n) to report improper use or disclosure and a notification of a breach or a security incident, as those terms are defined in the HIPAA rules, "as soon as reasonably possible" shall be interpreted to mean no more than 72 hours in order to allow Contractor to internally assess and validate whether a breach or security incident has occurred. There is no prohibition to Contractor providing the required notice earlier than 72 hours.
- B. **"Breach of Contract"** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. 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.
- C. **"Business Day"** means any day other than Saturday, Sunday, or a Legal Holiday as listed in C.R.S. §24-11-101(1).
- D. **"Chief Procurement Officer"** means the individual to whom the Executive Director has delegated his or her authority, pursuant to C.R.S. §24-102-202(6), to procure or supervise the procurement of all supplies and services needed by the state.

- E. **“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.
- F. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- G. **“Contractor Pre-Existing Material”** means documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, material, ideas, code, 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 or independent of any services rendered under this Contract or any other contract with the State.
- 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. **“Incumbent”** means the vendor currently providing similar services to this Contract that Contractor is taking over from.
- R. **“Initial Term”** means the time period defined in §2.B
- S. **“Milestone”** is the completion of a significant event in the project, such as the completion of a project phase or the completion of Work that qualifies Contractor for payment.
- T. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- U. **“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.
- V. **“Passthrough”** means anything purchased by Contractor that is specifically set forth in this Contract to be invoiced to the Department at Contractor’s cost without any markup.
- W. **“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.
- X. **“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.
- Y. **“Project Artifact”** is a document related to the work of the project, such as template, document, or output. Project Artifacts are typically living documents and are often used to capture information created by executing project processes.
- Z. **“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.
- AA. **“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.

- BB. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- CC. **“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.
- DD. **“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.
- EE. **“Subcontractor”** means any third party engaged by Contractor to aid in performance of the Work.
- FF. **“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.
- GG. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- HH. **“Work Product”** means the tangible and intangible results of the Work created specifically for the State, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, 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 any other results of the Work created specifically for the State. “Work Product” does not include Contractor Pre-Existing Material or, except as set forth in Section 16, and modifications thereto that is used in the performance of the Work.

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 unless approved by the State via the change control process.
- 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, 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, and Exhibit M, SLA.
- 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 one percent per month, as required by C.R.S. §24-30-202(24)(a), 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 can form the basis of a dispute to be addressed via the procedures provided in paragraph 13. 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. Quarterly Reports.

In addition to any reports required pursuant to this Contract or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. 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.

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

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 **§14** and in a 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.

D. 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.

E. 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 related to this Contract during the Record Retention Period. Contractor shall make Contractor Records related to this Contract 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.

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's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. 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 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 related to confidential information, Contractor shall notify the State immediately and cooperate with the State by communicating the status and findings of Contractor's investigation and resulting actions 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. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, 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 adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time but not less than ten (10) business days, 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 once annually, 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.

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 at the time of contract signing, 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, 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.

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 claim; 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 claim; 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 per loss discovered; 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 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, C.R.S. §24-10-101, *et seq.* (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 maintain 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 ten (10) 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 ten (10) 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 ten (10) 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, loss of State Records or unauthorized disclosure of State Confidential Information, not to exceed two (2) times the Contract Annual Value payable by the State under this Contract or \$1,000,000.00, whichever is greater.
- 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;
 - 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 in the event of Contractor's; 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 **§112**, 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

In the event of Contractor's uncured breach, 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 for Breach of Contract notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, (i.e., after any cure period) 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. 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 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 shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E**.

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 to the extent that the Contractor breached of any provision of this Contract:

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 sole 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 §11 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; all copyright applications, registrations, extensions, or renewals relating to all 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 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, distribute, , and otherwise utilize, operate, 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 and not separately therefrom.

iii. Embedded Contractor Pre-Existing Materials

To the extent any Contractor Pre-Existing Materials are embedded into Work Product, 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 Contractor Pre-Existing Materials only as embedded in the Work Product (but not separately therefrom) by all means and methods and in any format now known or invented in the future.

iv. 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.

v. Fixed Term License.

Contractor grants to Department a renewable, limited, non-exclusive, non-sublicensable, non-transferable right to use, to access, to host, and to permit the Department staff users (“Users”) to use and access the portions of the CMdS Federal Reporting module necessary for Department to use the Work Product for the sole purposes of Colorado’s MAR, CMS mandated reports, including but not limited to CMS 64 and T-MSIS reporting during the period starting on the Effective Date and ending upon termination of this contract PROVIDED THAT this license does not apply to third party commercial off the shelf (COTS) software, programming, tools, documentation, materials, and other intellectual property, or materials, for which Contractor will obtain third party licenses for the term of the Contract only or to open source software, programming, tools, documentation, materials, and other intellectual property, or materials. For avoidance of doubt, the Department shall not extract such Contractor Pre-Existing Material from Work Product for use separately therefrom. In the event the parties extend the Contract, the Department may extend the aforementioned license through the end of the extension period upon payment to Contractor of the license fee identified by Contractor for the extension period

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 the form that they exist, were received, or created and in the

manner originally provided by the State. To the extent that the Work Product does not contain State Confidential Information, and is generally related to Contractor's business, the State hereby grants to Contractor a worldwide, royalty-free, fully paid-up, nonexclusive, irrevocable right and license to reproduce, to prepare derivative works, to distribute, to display or perform, to develop, to make and have made, to use, to sell and offer for sale the Work Product for use within Contractor's business for other state programs.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all Contractor Pre-Existing Materials and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable Work Product or necessary to create or use a Work Product (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a mutually agreed upon 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. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller Policies.

18. 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. 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 **§18.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.

If changes occur as described in Section 18. General Provisions, Subsection J. Statutes, Regulations, Fiscal Rules, and Other Authority, that require Contractor to modify the system to comply with said changes, any needed system modification, hardware, or software will be addressed using the Change Management Process.

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 **§18.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 C.R.S. §24-106-107, 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 the highest 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, damages, liabilities, court awards, and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties stemming from third-party claims to the extent of Contractor’s (or its employees, agents, Subcontractors, or assignees) act, omission, breach of contract, or negligence 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 has no requirement to indemnify, save, or hold harmless the State for claims of infringement to the extent resulting from: (i) specifications, 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, provided by the State to the Contactor; (ii) modification of the Work other than as made or specified by Contractor; (iii) use or incorporation of the Work in a manner by the State for which they were not designed; or (iv) use of the Work by the State in combination with items not intended, provided, or specified by Contractor. 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. If Contractor informs the State in writing of a potential risk related to the State's requirements, direction, fault, or negligence and the State declines Contractor's recommended mitigation approach, or (ii) the Contractor performs its obligations as intended by this contract, Contractor is excused from any indemnification requirement under this Section.

- v. 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 as a result of a third-party claim 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. This section is limited to system(s) developed by Contractor under this Contract. For the avoidance of any doubt, Contractor has no obligation to indemnify if the claim relates to any actual or alleged accessibility failure of legacy system(s) developed by other vendors.

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 Section §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. In the event that these standards and guidelines change during the performance of the contract, Contractor may request an equitable adjustment for any price or schedule impacts related to new requirements. This section is limited to system(s) developed by Contractor under this contract and does not include any requirements to ensure that legacy system(s) developed by other contractors meet these accessibility 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. In the event the State requires this third-party attestation, Contractor may request an equitable adjustment from the State for any costs related to this third-party assessment.
- iii. In the event the current solution is not compliant with Colorado's state-specific guidance established by the Governor's Office of Information Technology (e.g., TS-OEA-001: Technology Accessibility for Persons with Disabilities, TS-OEA-002: Technology Accessibility for Web Content and Applications, latest WCAG Standards,) at Go-Live, Contractor may request an equitable adjustment from the State for costs related to bringing the systems into compliance. Should compliance requirements

change in the future, Contractor may request an equitable adjustment for any price or schedule impacts related to the new requirements.

V. **Additional Provisions**

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

W. **Force Majeure.**

Contractor's obligations under this Contract shall be excused in the event a Force Majeure Event (i.e., something outside of Contractor's reasonable control) makes all or part of performance impossible, or illegal. A Force Majeure Event includes, but is not limited to, natural disasters and severe weather events (e.g., hurricane, flood, fire, snowstorm, earthquake, etc.), pandemics, epidemics, certain human caused impediments (e.g., labor strikes, lockouts, riots, acts of terrorism, or governmental actions), or interruption or loss of electrical power.

Contractor shall provide the State notice of a Force Majeure event within three (3) business days of the event and the preliminary impacts, to include any resulting impacts to schedule. This section does not relieve or excuse Contractor's responsibilities in a Disaster Recovery situation; it merely seeks to address the time required to adapt to and overcome the Force Majeure event's effects.

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

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

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

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), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

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

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. C.R.S. §§24-18-201 and 24-50-507

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. C.R.S. §§24-30-202(1) and 24-30-202.4

[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.
- i. 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.
- ii. 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.
- iii. 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 no later than 72 hours from Business Associate's 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.

s. 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

- b. 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.
- c. 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. REQUIREMENTS APPLICABLE TO ALL PHASES OF WORK

- 1.1. This Statement of Work describes the services Contractor shall perform as part of the EDW Takeover Project. Contractor shall accomplish a takeover of the existing EDW components and provide value-added improvements and enhancements over time through the use of the Change Management Process.
- 1.2. Contractor shall satisfy all requirements as stated in Exhibit B and the requirements in Exhibit J: EDW Requirements, Exhibit K: Federal Reporting Requirements, Exhibit L: User Software and Tool Requirements, and Exhibit N: Training Requirements.
- 1.3. In addition to the requirements stated above, Contractor shall comply with the various CMS related outcomes as specified in multiple CFR references. Specifically, the Contractor shall comply with 42 CFR 431.428, 42 CFR 433.32, 42 CFR 433.112 and 42 CFR 438.818 and 438.242.
- 1.4. Contractor's services will be grouped into three categories as defined below:
 - 1.4.1. Maintenance:
 - 1.4.1.1. Tasks that are necessary to keep the system functioning as expected, performing break-fix actions, maintaining inbound and outbound data feeds, producing all the reports including all Federal reports and any updates to the reports/files that may be required to maintain compliance with CMS mandates.
 - 1.4.2. Improvements:
 - 1.4.2.1. Tasks that are necessary to improve/optimize system performance and enhance usability of the data warehouse including any logic updates that improve the accuracy or integrity of the data reporting.
 - 1.4.3. Enhancements:
 - 1.4.3.1. Items that provide new functionality such as new reports or data feeds, funded projects that are outside of existing contract scope (e.g., new federal mandates, state mandates & new hardware and software purchases).
 - 1.4.4. The cost for the services performed under Maintenance, Improvement, and Enhancement categories are detailed in Exhibit C. The applicable services to be provided under Maintenance, Improvements, and Enhancements will follow the Change Management process, defined in Section 1.13.5, Change Management Plan in this Exhibit.
 - 1.4.5. Contractor shall take over the operations and maintenance of the EDW as is and shall provide improvements and enhancements during the life of the contract. The EDW contains data from source systems such as MMIS, PBMS, member eligibility, provider enrollment and many other data sources. All enhancements and new data feeds from the time of contract signing and until successful transition are considered in scope for the takeover. Contractor shall provide O&M services for the core EDW, Federal reporting and User software and tools. The Takeover scope shall not include the PPQM, PI, nor RED modules.
 - 1.4.6. During the Maintenance and Improvements phase, Contractor shall report on operational performance outcomes and metrics, as defined in the APD, on a quarterly and annual basis.
- 1.5. Contractor shall deliver to the Department the following services:

1.5.1. Project Phase I –Transition Phase:

- 1.5.1.1. Contractor shall achieve a complete takeover of the existing base core components in accordance with the Project Schedule with minimal disruption to the current operations, including system access and functionalities available to all users, including Department business and power users, as well as external System users.
- 1.5.1.2. A successful Transition Phase shall be demonstrated through:
 - 1.5.1.2.1. The submission of pre-defined parallel test results between the existing system and the new system, as outlined in the Transition Plan, including but not limited to: at least one historical quarterly CMS-64 submission, and at least one historical monthly T-MSIS submission.
 - 1.5.1.2.2. The approval of deliverables that confirm completion of deployment and stabilization.
 - 1.5.1.2.3. Demonstration of successful inbound and outbound interface operations.
- 1.5.1.3. During the Transition Phase, Contractor shall implement the following system Improvements as defined in the Transition Plan:
 - 1.5.1.3.1. Migration of all System documentation from existing SharePoint site to a new and improved SharePoint repository, including reorganization of documentation materials and tagging documentation with new metadata for improved searching and usability.
 - 1.5.1.3.2. Migration of existing Data Dictionary to new and improved solution.
 - 1.5.1.3.3. Replacement of the Incumbent's proprietary T-MSIS quality solution.

1.5.2. Project Phase II – Maintenance and Improvements:

- 1.5.2.1. Contractor shall provide Maintenance and Improvement services as specified in Section 1.4.

1.5.3. User Software and Tools Solutions Requirements

- 1.5.3.1. Unless otherwise specified in the requirements in Exhibit L, Contractor shall replicate the functionality and user experience of current software tools as listed below.
- 1.5.3.2. All license fees paid to Contractor are included in the payment amounts in Exhibit C.
- 1.5.3.3. Should Contractor accept any software licenses from the Department that are not otherwise listed in this agreement, Contractor shall reimburse the Department for the cost of any such licenses by reducing its infrastructure fee in the amount of the actual cost of the licenses.
- 1.5.3.4. Contractor shall provide comprehensive training for Contractor and Department staff that is available in multiple formats to address EDW authorized users, such as on-demand, web-based, live online, and in-person training. For complete list of requirements, see Exhibit N, TRAIN 1.1 through TRAIN 6-8.

1.5.4. System Enhancements

- 1.5.4.1. Contractor shall deliver items that provide new functionality such as new reports, new data feeds, or funded projects that are outside of existing contract scope (e.g., new federal mandates, state mandates & new hardware/software purchases) as defined by the Change Management process.

- 1.5.4.2. The Department will pay Contractor for each System Enhancement project. Enhancement project scope will be based on Department-approved requirements.
- 1.5.4.3. The hourly rate shall apply to hours actually expended directly on the Enhancement project work, as accounted for by Contractor.

1.6. General Administrative Requirements

1.6.1. Contractor shall be responsible to manage all aspects of the Contract that affect:

- 1.6.1.1. Costs.
- 1.6.1.2. Schedule.
- 1.6.1.3. Performance.
- 1.6.1.4. Scope.
- 1.6.1.5. Quality.
- 1.6.1.6. Risk.
- 1.6.1.7. Issues.
- 1.6.1.8. Change control.
- 1.6.1.9. Applicable Resources.
- 1.6.1.10. 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).
- 1.6.1.11. Contractor shall comply with the Project Schedule dates and the processes and procedures set forth in Contractor's Project Management Plan unless both Parties agree to modify the Project Schedule.
- 1.6.1.12. 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.
- 1.6.1.13. Each Plan deliverable shall identify roles and responsibilities related to the included processes. Each Plan shall be approved by the Department; and those identified roles and responsibilities shall be incorporated into this Contract.
- 1.6.1.14. Contractor shall communicate directly and in a transparent manner with the Department during the Term of this Contract.
- 1.6.1.15. Contractor shall meet or exceed all operations quality standards as set forth in the Service Level Agreements (SLAs) identified in this Contract throughout the Term of this Contract.
- 1.6.1.16. 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.
- 1.6.1.17. 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.

1.7. Contractor Commitment

- 1.7.1. Contractor shall manage and be accountable for the actions, inactions, and performance of all Subcontractors. Contractor is solely responsible and liable for the Work performed under this Contract including the work of Subcontractors and is the Department's single point of contact for all services to be performed under this Contract including services performed by Subcontractors.
- 1.7.2. Contractor shall allow the Department to communicate directly with all Subcontractors that are associated with the Contract at the Department's request.
- 1.7.3. If any role is subcontracted, Contractor shall be the prime Contractor and shall be solely responsible for integration of all Work to be performed under this Contract. The prime Contractor shall work solely with the Department to perform all Contract administration activities of this Contract, including tasks for which the Subcontractor may be responsible.
- 1.7.4. Contractor shall report on all performance standards as specified in the Contract.
- 1.7.5. Contractor shall collaborate with the Department's Contract Manager on Contract monitoring of Contract responsibilities and performance standards throughout the Contract.
- 1.7.6. Contractor shall report on all aspects of the Contract that affect price, schedule, performance (scope and quality), risk/issues/opportunities, and applicable resources.

1.8. General Deliverables

- 1.8.1. Contractor shall for all deliverables, adhere to the Deliverable submission, review, and approval process as described and approved by the Department within the Deliverable Management Plan, including processes for reporting and extracts.
- 1.8.2. All Deliverables from Contractor shall meet the Department-approved standards, format, and content requirements. The Department will specify the number of copies and types of media for each Deliverable.
 - 1.8.2.1. Contractor shall incorporate Department comments and revisions.
 - 1.8.2.2. If a Deliverable is rejected, Contractor shall work with the Department to determine review schedule.
 - 1.8.2.3. If a Deliverable is rejected, the Department will determine the changes Contractor shall perform before it will be reviewed again.
- 1.8.3. Deliverable Management Plan
 - 1.8.3.1. Contractor shall develop a Deliverable Management Plan to define processes and maintenance procedures for the review and approval of all Project Deliverables.
 - 1.8.3.2. The Deliverable Management Plan shall include, at a minimum, all of the following:
 - 1.8.3.2.1. Contractor's Deliverables management approach.
 - 1.8.3.2.2. The definition of timely submissions, including review and approval of Deliverables.
 - 1.8.3.2.3. The process by which Contractor tracks Deliverables.
 - 1.8.3.2.4. Version control and tracking of Deliverables.
 - 1.8.3.2.5. Quality assurance.
 - 1.8.3.2.6. EPMO feedback and recommendations coordination process.

- 1.8.3.2.7. The Department's approval and written signoff of Deliverables.
- 1.8.3.2.8. Change control procedures.
- 1.8.3.2.9. The identification of changes, as applicable.
- 1.8.3.2.10. The identification of when the information contained in the Deliverable Management Tracking Document will be implemented.
- 1.8.3.3. DELIVERABLE: Deliverable Management Plan (DEL GEN 1.1)
- 1.8.3.4. DUE: As identified in Section 1.20
- 1.8.4. Deliverable Expectations Document (DED)
 - 1.8.4.1. Contractor shall develop a DED for each Deliverable, as identified in Section 1.20.
 - 1.8.4.2. Each DED shall, at a minimum, include all of the following:
 - 1.8.4.2.1. Traceability to all Deliverables identified in this SOW.
 - 1.8.4.2.2. Department-approved standards, format, and an outline format for all Deliverables.
 - 1.8.4.2.3. The type of document (e.g., PDF, PowerPoint, Word Document, etc.) in which each Deliverable shall be provided.
 - 1.8.4.2.4. Identification of when the information contained in the DED will be implemented.
 - 1.8.4.3. DELIVERABLE: Deliverable Expectations Document (DED) (DEL GEN 1.2)
 - 1.8.4.4. DUE: As identified in Section 1.20
- 1.8.5. Communication Management Plan
 - 1.8.5.1. Contractor shall develop and submit for Department approval a Communication Management Plan for the services outlined in the Contract. The plan shall describe, at a minimum:
 - 1.8.5.1.1. General communication protocols.
 - 1.8.5.1.2. Identification of software emergency patch procedures
 - 1.8.5.1.3. General management processes.
 - 1.8.5.1.4. Contractor's communication model with the Department and other entities.
 - 1.8.5.1.5. Contractor's approach to meeting the communication requirements throughout the term of the Contract.
 - 1.8.5.1.6. 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.
 - 1.8.5.1.7. Contractor's approach to maintaining daily contact with the Department's EPMO during critical transition and operational readiness phases, as appropriate.
 - 1.8.5.1.8. The Project Stakeholders and their roles.
 - 1.8.5.1.9. The frequency and breadth of communication.
 - 1.8.5.1.10. Communication methods.

- 1.8.5.1.11. Contractor's individuals responsible for communication including valid and after-hour contact information.
- 1.8.5.1.12. The trigger mechanism for initiating the Dispute Process (e.g., formal letter, email, or phone contact).
- 1.8.5.1.13. Contractor shall 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.
- 1.8.5.1.14. 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.
- 1.8.5.1.15. Contractor shall obtain written permission from the Department before disclosing any privileged information outside of the Department
- 1.8.5.1.16. Contractor shall comply with Colorado's Address Confidentiality Program (ACP) by providing the ability to protect specific member and provider information from view or use.
- 1.8.5.2. DELIVERABLE: Communication Management Plan (DEL GEN 1.3)
- 1.8.5.3. DUE: As defined in Section 1.20.
- 1.8.6. Meetings
 - 1.8.6.1. General Requirements for Meetings
 - 1.8.6.2. Contractor shall create and submit to the Department for review and approval:
 - 1.8.6.2.1. The processes Contractor will use to maintain Meeting Minutes.
 - 1.8.6.2.2. The processes Contractor will use to maintain Meeting Records.
 - 1.8.6.2.3. Any other documents related to the scheduled meetings.
 - 1.8.6.3. Contractor shall create and deliver the Meeting Agenda to the Department and all other meeting attendees.
 - 1.8.6.3.1. DELIVERABLE: Meeting Agenda
 - 1.8.6.3.2. DUE: At least 24 hours before the meeting is scheduled to begin.
 - 1.8.6.4. Contractor shall take Meeting Minutes and retain Meeting Records for all meetings the Contractor has with the Department or the Department's MES Vendors. Contractor shall create and maintain an EDW Project Repository (see Section 1.8.9) in which all Meeting Minutes and Meeting Records are stored.
 - 1.8.6.4.1. DELIVERABLE: Meeting Minutes and Meeting Records
 - 1.8.6.4.2. DUE: No later than the 5:00 p.m. Mountain Standard Time or Mountain Daylight Time, as applicable, on the third Business Day after the meeting occurs.
- 1.8.7. As-Needed Meetings
 - 1.8.7.1. As requested by the Department, Contractor and the Department shall meet as needed (As-Needed Meetings).
 - 1.8.7.2. As-Needed Meetings shall be conducted either in person or virtually, as approved in advance by the Department.

- 1.8.7.3. The Parties shall hold meetings, including in person or virtual meetings, at times and locations agreed upon by the Parties.
- 1.8.7.4. Contractor shall ensure that the staff who attend the As-Needed Meetings have the authority to represent and make decisions on behalf of Contractor with respect to Project Issues such as work planning, problem resolution, and program development.
- 1.8.8. Project Status Meetings
 - 1.8.8.1. 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.
 - 1.8.8.2. Contractor shall provide guidance and advice to participants in the Project Status Meetings regarding the enforcement of Department-defined MES Standards.
 - 1.8.8.3. Contractor shall comply with all Department EPMO standards, protocols, and Project-specific procedures, which the Department will communicate to the Contractor with respect to all Project Management activities conducted or undertaken under this Contract.
- 1.8.9. EDW Project Repository
 - 1.8.9.1. Contractor shall work with the EPMO to establish a Contractor-provided EDW Project Repository.
 - 1.8.9.1.1. Contractor shall define the file structure within the EDW Project Repository to use for all Project documents and Project Artifacts.
 - 1.8.9.1.2. All Project documents, including draft documents and Work Products, and Project Artifacts shall be saved in the EDW Project Repository.
 - 1.8.9.1.3. Contractor shall provide access to approved Department Users, as defined by the Department, to the EDW Project Repository on demand.
 - 1.8.9.2. DELIVERABLE: EDW Project Repository (DEL GEN 1.4)
 - 1.8.9.3. DUE DATE: As identified in Section 1.20
- 1.8.10. Facilities
 - 1.8.10.1. Contractor shall be responsible for the physical location of the infrastructure where the EDW and related modules are hosted.
 - 1.8.10.2. Contractor shall, at Department request, allow for a physical inspection of Contractor's facilities.
 - 1.8.10.3. Contractor shall provide virtual conferencing space to support coordination between all Stakeholders, unless otherwise directed by the Department.
 - 1.8.10.4. Contractor shall be responsible for obtaining office space in Denver to conduct onsite training classes and for any other ad-hoc large-scale meetings.
- 1.8.11. Resource Management Plan
 - 1.8.11.1. Contractor shall develop and submit a Resource Management Plan for Department approval. The Resource Management Plan shall include, but is not limited to the following:
 - 1.8.11.1.1. Description of the proposed organization for each of the following activities:

- 1.8.11.1.1.1. Start-Up Period.
- 1.8.11.1.1.2. Transition.
- 1.8.11.1.1.3. Operational Readiness and Go-Live.
- 1.8.11.1.1.4. Stabilization.
- 1.8.11.1.1.5. Operations and Maintenance.
- 1.8.11.1.1.6. Enhancements.
- 1.8.11.1.1.7. Ongoing Project and Contract Management.
- 1.8.11.1.2. An Organizational Chart that identifies positions and describes the organizational structure and team location(s) (specify in-State or out-of-State) and how this structure will contribute to the Project success.
- 1.8.11.1.3. Process for maintaining appropriate staffing levels throughout the term of the Contract and adjusting its resources as necessary to maintain the required level of service.
- 1.8.11.1.4. Identification of Subcontractors (if any).
- 1.8.11.1.5. Solution for communication with the Department when bringing on new Contractor staff (Key Personnel and Other Personnel).
- 1.8.11.1.6. Solution for communication with the Department when Contractor staff are leaving (Key personnel and Other Personnel).
- 1.8.11.1.7. Solution for conducting and involving the Department in performance evaluation of Key Personnel.
- 1.8.11.2. The Resource Management Plan shall include the following information for each position:
 - 1.8.11.2.1. Labor category title.
 - 1.8.11.2.2. Position description.
 - 1.8.11.2.3. Required education, training, licensure, and certification.
 - 1.8.11.2.4. Required experience.
 - 1.8.11.2.5. Specific skills or knowledge required.
 - 1.8.11.2.6. Percent allocation.
- 1.8.11.3. Contractor shall obtain Department approval of the Resource Management Plan and materials, and any subsequent updates. The Department's approval of any resource plan does not imply that staffing levels are sufficient. Contractor shall increase staffing as needed to meet Contract requirements at no additional cost to the Department.
- 1.8.11.4. The Resource Management Plan shall be updated and submitted for Department approval at least annually and a new Organizational Chart shall be submitted upon Key Personnel or Other Personnel changes.
 - 1.8.11.4.1. DELIVERABLE: Resource Management Plan (DEL GEN 1.5)
 - 1.8.11.4.2. DUE: As identified in Section 1.20
- 1.8.12. Joint Operating Agreement (JOA) Plan

- 1.8.12.1. Contractor shall provide assistance in completing the Joint Operating Agreement (JOA) Plan. The JOA Plan provides a framework for collaboration amongst the incumbent, Contractor, and the Department. The JOA Plan draft should be prepared as soon as is reasonably possible after the Contract Performance Beginning Date, as identified in Section 1.20. The final JOA Plan is due prior to the Transition Plan as identified in Section 1.20 and will serve as input to transition planning activities. The Department will take the lead on coordinating the JOA Plan drafting and work product. The purpose of the agreement is to establish a process for managing the workload while both the Incumbent contract and Contractor's contract are in place and to facilitate a successful turnover and takeover between the Contractors. The JOA Plan will also establish a process to fully transition the workload from the incumbent contractor to the new Contractor.
- 1.8.12.2. The JOA will include at a minimum the following topics:
 - 1.8.12.2.1. Confidentiality Requirements.
 - 1.8.12.2.2. Definitions.
 - 1.8.12.2.3. Workload.
 - 1.8.12.2.4. Contract Roles and Responsibilities.
 - 1.8.12.2.5. Dispute Resolution.
 - 1.8.12.2.6. Connectivity expectations.
 - 1.8.12.2.7. Communication approach, roles, and responsibilities.
 - 1.8.12.2.8. Joint Transition Board (JTB) participants, which will be responsible for the weekly review of all transition activities to ensure the smooth transition of the EDW to the new system vendor(s).
- 1.8.12.3. Contractor shall acknowledge the completion of the JOA Plan via a written confirmation.
- 1.8.12.4. DELIVERABLE: Joint Operating Agreement Plan (DEL GEN 1.9)
- 1.8.12.5. DUE: As identified in Section 1.20

1.9. Staffing Requirements

- 1.9.1. Contractor shall develop and maintain appropriate staffing levels throughout the term of this Contract. At a minimum, Contractor shall provide Key and Other Personnel FTE to support this Contract throughout Phases I and II of the project as described in Table 1.9.
 - 1.9.1.1. During Phase I of the Project, Contractor shall perform transition related tasks and the staffing designated for Improvements in Table 1.9 shall complete the tasks identified in Section 1.5.1.3.
 - 1.9.1.2. During Phase II of the Project, Contractor shall perform Maintenance and Improvement tasks. Contractor's staff designated for Improvements in Table 1.9 include resources for 20,000 hours of Improvement tasks each SFY as outlined in Table 1.9.
 - 1.9.1.3. In the event that Contractor does not provide the required number of Improvement hours during a SFY due to a shortage of Phase II Improvement staffing levels as defined in Table 1.9, the Department may require Contractor to provide those unprovided Improvement hours in the following SFY. For those Improvement hours that cannot be provided prior to the expiration of the contract, the Department may recoup the cost of those Improvement hours from Contractor at 50% of the Appendix C Section 3.1

Enhancement Project Rate Table. Contractor has no obligation to provide these unprovided Improvement hours following the expiration of the Contract.

1.9.2. Table 1.9 – Staffing

		Phase I (Transition)			Phase II (Maintenance & Improvements) Yr. 1		
Key Personnel	Position	Transition	Improvements	Total	Maintenance	Improvements	Total
X	Account Manager	1	0	1	1	0	1
X	PMO Manager	1	0	1	1	0	1
X	Operations Manager	1	0	1	1	0	1
X	Data Warehouse Manager	1	0	1	.5	.5	1
X	IT Systems Manager	1	0	1	.5	.5	1
X	Reporting Lead	1	0	1	.5	.5	1
X	Quality Assurance Test Manager	1	0	1	1	0	1
X	Training and Documentation Lead	1	0	1	1	0	1
X	Compliance Manager	.3	0	.3	.15	.15	.3
X	Security Manager	.3	0	.3	.15	.15	.3
X	Contract Manager	.2	0	.2	.2	0	.2
	Sub Total:	8.8	0	8.8	7	1.8	8.8
Other Personnel	Position	Transition	Improvements	Total	Maintenance	Improvements	Total
	Technical PMO	1.5	.5	2	0	0	0
	Project Manager	.75	.25	1	.5	.5	1
	Technical Writer	.75	.25	1	.5	.5	1
	SME/Business Analyst	2	0	2	1	1	2
	Data EDO Specialist	0	1	1	.5	.5	1
	SharePoint Admin	0	.5	.5	0	0	0

	BA SharePoint Documentation	0	.5	.5	0	0	0
	Quality Assurance Tester	2	.5	2.5	.5	.5	1
	ARC GIS Admin	1	0	1	.25	.25	.5
	Middleware Admin	.5	0	.5	.25	.25	.5
	MOVEit Admin	1	0	1	.25	.25	.5
	OS Admin	.5	0	.5	.25	.25	.5
	Reporting Dev Cognos	1	0	1	.5	.5	1
	Reporting Dev ETL (Informatica)	1	.5	1.5	1	2	3
	Reporting Dev Tableau	1	0	1	.25	.25	.5
	Reporting Dev Oracle (SQL)	1	0	1	.5	.5	1
	Reporting Admin (Cognos)	.5	0	.5	.25	.25	.5
	Reporting Admin (Informatica)	.5	0	.5	.25	.25	.5
	Reporting Admin (Tableau)	.5	0	.5	.25	.25	.5
	Reporting Admin (SAS)	.5	0	.5	0	0	0
	Reporting Data Base Admin	1.5	.25	1.75	.25	.25	.5
	Interface Support	2	0	2	.25	.25	.5
	Quality Assurance Support Associate	1	0	1	1	0	1
	Training and Documentation Associate	0	0	0	1	0	1
	Customer Support Analyst	1	0	1	5	0	5
	Production Support (EDW)	0	0	0	.25	.25	.5

	T-MSIS Quality - BA	0	1	1	0	0	0
	T-MSIS Quality - QA	0	2	2	0	0	0
	T-MSIS Quality - Developers	0	1	1	0	0	0
	Sub Total:	21.50	8.25	29.75	14.75	8.75	23.5
	TOTAL:	30.30	8.25	38.55	21.75	10.55	32.30

1.9.3. Key Personnel

1.9.3.1. Contractor shall identify and provide resumes for proposed Key Personnel who will be available for work under the contract. Key Personnel are subject to both initial and ongoing approval of the Department. Any substitutions shall not be assigned to perform work under the contract without prior approval of the Department. Key Personnel include:

- 1.9.3.1.1. Account Manager.
- 1.9.3.1.2. PMO Manager.
- 1.9.3.1.3. Operations Manager.
- 1.9.3.1.4. Data Warehouse Manager.
- 1.9.3.1.5. Quality Assurance Test Manager.
- 1.9.3.1.6. Compliance Manager.
- 1.9.3.1.7. Security Manager.
- 1.9.3.1.8. IT Systems Manager.
- 1.9.3.1.9. Reporting Lead.
- 1.9.3.1.10. Training and Documentation Lead.
- 1.9.3.1.11. Contract Manager.

1.9.3.2. Other Key Personnel may be identified by Contractor with Department approval.

1.9.3.3. Key Personnel shall be accessible to the Department.

1.9.3.4. Contractor shall ensure that the following Key Personnel are committed to the Contract full-time and readily available to the Department throughout the duration of the Contract:

- 1.9.3.4.1. Account Manager.
- 1.9.3.4.2. PMO Manager.
- 1.9.3.4.3. Operations Manager.
- 1.9.3.4.4. Data Warehouse Manager.
- 1.9.3.4.5. IT Systems Manager.
- 1.9.3.4.6. Reporting Lead.
- 1.9.3.4.7. Quality Assurance Test Manager.

- 1.9.3.4.8. Training and Documentation Lead.
- 1.9.3.5. Contractor shall ensure that the following Key Personnel are readily available to the Department throughout the contract:
 - 1.9.3.5.1. Compliance Manager.
 - 1.9.3.5.2. Security Manager.
 - 1.9.3.5.3. Contract Manager.
- 1.9.4. Contractor shall provide an Account Manager for all stages of the Contract, starting upon Contract Performance Beginning Date. The Account Manager shall have responsibility for:
 - 1.9.4.1. Serving as Contractor's primary point of contact to maintain communication with the Department for activities related to contract administration, project management and scheduling, correspondence between the Department and Contractor, and status reporting to the Department.
- 1.9.5. Key personnel named in this section shall meet minimum qualifications unless an exception is granted by the Department. The minimum qualifications are as follows:
 - 1.9.5.1. College degree in related field, preferably a bachelor's degree or higher.
 - 1.9.5.2. At least five (5) years of experience in the named service, such as account management, compliance management, or system management, preferably in the health care industry.
 - 1.9.5.3. Demonstrated at least two (2) year of professional experience and knowledge of industry standard and best practices regarding large-scale and enterprise-level projects.
- 1.9.6. Contractor shall provide a PMO Manager for all Contract stages. The PMO Manager shall:
 - 1.9.6.1. Oversee and ensure resources are available to project managers responsible for the suite of configuration and customization project, during transition and operations.
 - 1.9.6.2. Plan, schedule, organize, assign, direct, and control all activities, either directly or through assigned personnel, to successfully perform the contract scope of work.
 - 1.9.6.3. Ensure completion of all work per the contract's requirements which includes, but is not limited to, ensuring the accuracy, timeliness, and completeness of all work.
- 1.9.7. Contractor shall provide an Operations Manager for all Contract stages. The Operations Manager shall:
 - 1.9.7.1. Manage and serve as single point of contract for all day-to-day operations activities encompassed in the Contract.
 - 1.9.7.2. Oversee Contractor operations and maintenance staff.
 - 1.9.7.3. Assist the Department's Project and Contract Manager(s) with Contract monitoring to ensure that Contract responsibilities and performance standards are met.
 - 1.9.7.4. Develop operational policies and procedures to ensure timely and accurate reporting deliverables.
 - 1.9.7.5. Communicate deliverable project timelines and potential risks.
 - 1.9.7.6. Coordinate the transfer of data and deliverables between the data warehouse and other vendors, providers, or other State agencies.
 - 1.9.7.7. Provide training, user support, and Help Desk functions.

- 1.9.8. Contractor shall provide a Data Warehouse Manager for all stages of the Contract, starting upon Contract Performance Beginning Date. The Data Warehouse Manager shall:
 - 1.9.8.1. Manage the ETL and data architect staff to ensure timely and quality production within project deadlines.
 - 1.9.8.2. Ensure that data models integrate with other systems.
 - 1.9.8.3. Work closely with the Department's Services Integrator.
 - 1.9.8.4. Manage all data warehouse data models according to data governance best practice.
 - 1.9.8.5. Oversee a data model governance process.
 - 1.9.8.6. Be responsible for oversight and implementation of standards and practices for interface exchange.
 - 1.9.8.7. Work closely with and coordinate with other State vendors to ensure the upkeep and maintenance of the Medicaid data model.
 - 1.9.8.8. Ensure associated data model documentation is updated in a timely manner and appropriately versioned.
 - 1.9.8.9. Also, this position is responsible for ensuring data warehouse standards for data integrity, privacy, and accessibility adhere to best practices and Department approved documented standards.
- 1.9.9. Contractor shall provide a Quality Assurance (QA)/Test Manager for all stages of the contract. The QA/Test Manager shall:
 - 1.9.9.1. Monitor, track, and report quality metrics for the data warehouse operation.
 - 1.9.9.2. Be responsible for test activities.
 - 1.9.9.3. Manage staffing levels and Contractor project assignments for UAT.
 - 1.9.9.4. Coordinate testing efforts with Department subject matter experts.
 - 1.9.9.5. Participate in and fulfill review checklist requirements for project gate reviews.
- 1.9.10. Contractor shall provide a Compliance Manager for all Contract stages. The Compliance Manager shall:
 - 1.9.10.1. Provide proactive analysis and options for system and operations changes to implement regulatory authority from CMS, including health care reform and standards.
 - 1.9.10.2. Assist the Department in preparing Fiscal Notes to proposed State legislation.
 - 1.9.10.3. Be in place at the Contract Performance Beginning Date and coordinate on a regular basis with the Core MMIS Contractor's Compliance Manager.
 - 1.9.10.4. Assist the Department in responding to and tracking changes as a direct result of audit findings.
 - 1.9.10.5. Provide certification subject matter expertise.
- 1.9.11. Contractor shall provide a Security Manager for all Contract stages, starting upon the Contract Performance Beginning Date. The Security Manager responsibilities shall include:
 - 1.9.11.1. Oversight, assessment, planning, implementation, and compliance of all privacy and security standards and practices.

- 1.9.11.2. Assist in development of information security plans and policies.
- 1.9.11.3. Monitor networks and systems for security breaches.
- 1.9.11.4. Coordinate efforts to monitor for vulnerabilities.
- 1.9.11.5. Lead and coordinate awareness training to staff on information security standards, policies and best practices.
- 1.9.11.6. Assure all penetration testing meets approved security requirements.
- 1.9.12. Contractor shall provide an IT Systems Manager for all Contract Stages, starting upon the Contract Performance Beginning Date. The IT Systems Manager shall:
 - 1.9.12.1. Be responsible for ensuring the system is operational, available to users, and meeting contract SLAs related to system performance.
 - 1.9.12.2. Act as a point of contact for the Department system issues and errors.
 - 1.9.12.3. Identify and track all system issues and discrepancies found in the System, notify the Department, and correct all issues and discrepancies.
 - 1.9.12.4. Research and identify impacts and root causes of system problems and communicate to the Department a plan to resolve problems. Implement the plan to resolve problems and report the results to the Department.
 - 1.9.12.5. Proactively identify opportunities for system upgrades or enhancements to improve system performance and user experience.
- 1.9.13. Contractor shall provide a Reporting Lead for all stages of the contract. The Reporting Lead shall:
 - 1.9.13.1. Serve as the primary point of contact with the Department for reporting and ad hoc extract activities.
 - 1.9.13.2. Manage activities related to reporting and ad hoc extracts including design, development, production, documentation, reconciliation, quality, and maintenance.
 - 1.9.13.3. Manage activities related to the coordination, execution, and supervision of reporting and ad hoc extracts, including Contractor resource allocation, for services provided to the Department.
 - 1.9.13.4. Have experience with Medicaid data sets.
 - 1.9.13.5. Have advanced SQL and reporting tool (e.g., Cognos) skills.
 - 1.9.13.6. Be responsible for ensuring reports, including federal reports and extracts (e.g., T-MSIS), and ad hoc extracts reconcile to the source data.
- 1.9.14. Contractor shall designate a Training and Documentation Lead for all stages of the contract, starting upon Contract Performance Beginning Date. This position's responsibilities include:
 - 1.9.14.1. Develop and implement an approved training plan.
 - 1.9.14.2. Oversee production of any publication's materials.
 - 1.9.14.3. Coordinate and deploy training activities.
- 1.9.15. Contractor shall designate a Contract Manager for all stages of the contract, starting upon Contract Performance Beginning Date. This position's responsibilities include:

- 1.9.15.1. Assist the Department's Contract Manager with Contract monitoring.
- 1.9.15.2. Ensure that Contract responsibilities and performance standards are met during all phases of the project.
- 1.9.16. Other Personnel shall, at minimum, possess specific qualifications unless an exception is granted by the Department. These qualifications shall include the following:
 - 1.9.16.1. College degree in related field, a bachelor's degree or above is preferred.
 - 1.9.16.2. At least two (2) years of experience in the particular named service, such as analytics, operations, or system/interfaces, preferably within in the health care industry.
- 1.9.17. Other Personnel staff shall be assigned to perform the Work described under the Contract or shall be authorized to perform duties through Change Management Process.
- 1.9.18. Contractor shall provide sufficient staff to meet all requirements of the Contract. Contractor shall provide qualified staff to support these functions:
 - 1.9.18.1. Testing.
 - 1.9.18.2. Requirements Validation.
 - 1.9.18.3. Data and Report Reconciliation.
 - 1.9.18.4. Business Analysis.
 - 1.9.18.5. Training and Documentation.
 - 1.9.18.6. Project Management.
- 1.9.19. Contractor shall provide staffing levels to ensure requirements and standards as outlined in this Exhibit are met.
- 1.9.20. Contractor shall use commercially reasonable efforts to provide the Department the opportunity to conduct an exit interview with or survey any of the Contractor's Key Personnel and Other Personnel who resign.
- 1.9.21. Contractor shall not allow any individual to fill more than one of the roles defined as Key Personnel.
- 1.10. Contract Management Report
 - 1.10.1. Contractor shall develop and submit monthly to the Department a report that includes the following:
 - 1.10.1.1. Progress toward achieving goals stated in the Business Process Improvement Plan.
 - 1.10.1.2. Overall project assessment, such as a summation of the status of Contractor activities by function or unit of Contractor's organization, scope changes, staff turnover and resource planning, and formal communications such as Transmittals and Decision Log entries.
 - 1.10.1.3. Achievement of performance standards for the previous month and identification of all performance standards that were not met.
 - 1.10.1.4. Key volume indicators, for the month and cumulative to the fiscal year end.
 - 1.10.1.5. Change Requests released during the quarter.
 - 1.10.1.6. Progress report on audit findings including those completed during the reporting period and any not yet resolved.

- 1.10.1.7. Updated organizational chart.
- 1.10.1.8. Other Personnel labor breakdown with hours spent on Maintenance and Improvements
- 1.10.1.9. Status of 20,000 Improvement hour burndown
- 1.10.1.10. Overview and status of hours spent on Enhancements
- 1.10.1.11. Other activities necessary for the Department to monitor Contractor activities.
- 1.10.2. DELIVERABLE: Contract Management Report (DEL GEN 1.6)
- 1.10.3. DUE: As defined in Section 1.20
- 1.11. Business Process Improvement Plan
 - 1.11.1. On an annual basis, Contractor shall prepare a business plan for Department review and approval. The Business Process Improvement Plan shall be a working long-term document that describes how potential changes to technology could improve operations. The Department will review the plan and may direct Contractor to revise the document, as necessary, to reflect changing situations throughout the year. The plan shall include, but is not limited to, all of the following:
 - 1.11.1.1. Business improvement objectives and action plans for the upcoming year, which shall be mapped back to Department-defined strategic goals.
 - 1.11.1.2. A defined methodology and approach that incorporates approval, prioritization, execution, and quantitative and qualitative measurement of improvements to Department-defined strategic goals and business objectives.
 - 1.11.1.3. 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.
 - 1.11.1.4. A defined approach and commitment to work cooperatively with all Department staff and MES Contractors to ensure success of this Contract.
 - 1.11.1.5. Recommendations in any area in which Contractor believes improvements within the Colorado MES ecosystem 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.
 - 1.11.1.6. A summary of lessons learned and process improvements, which shall also include process improvement recommendations for the upcoming year.
 - 1.11.1.7. 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.
 - 1.11.1.8. A complete list of Risks and Issues that could negatively impact the success of achieving business objectives defined in the Business Process Improvement Plan, which shall also include Contractor's recommended approach to mitigate and resolve all documented Risks and Issues.
 - 1.11.1.9. High-level cost, schedule, and resource estimates for all Contractor recommendations documented within the Business Process Improvement Plan, as applicable.

- 1.11.2. Contractor shall deliver the first Business Process Improvement Plan during the beginning of operations and maintenance.
- 1.11.3. In addition to revisions directed by the Department, Contractor shall update the Business Process Improvement Plan for each SFY, within thirty (30) Business days prior to the beginning of that SFY.
- 1.11.4. Each December, Contractor shall prepare a six- (6) month evaluation of activities performed so far during the SFY as compared to the Business Process Improvement Plan for that SFY. If this evaluation of activities results in the need to update or revise the Business Process Improvement Plan, Contractor shall update the Business Process Improvement Plan accordingly.
 - 1.11.4.1. DELIVERABLE: Business Process Improvement Plan (DEL GEN 1.7)
 - 1.11.4.2. DUE DATE: As defined in Section 1.20
- 1.12. Requirements Traceability Matrix
 - 1.12.1. Contractor shall develop a Requirements Traceability Matrix (RTM) and this RTM should be updated as needed and submitted as deliverable at a minimum annually .
 - 1.12.2. The RTM should be maintained in a Contractor-provided cloud-based lifecycle management tool, to which Contractor shall provide access to the Department.
 - 1.12.3. The RTM should be based on the requirements listed in Exhibits J – O.
 - 1.12.4. The list of requirements to be traced shall be approved by the Department.
 - 1.12.5. The RTM should offer traceability as to how the individual requirement is being met in the operation and maintenance of EDW.
 - 1.12.6. Contractor shall provide training for the Department on the cloud-based lifecycle management tool and the process to be used to review and confirm requirements tracing.
 - 1.12.7. Contractor shall conduct requirements sessions with the Department organized by topic to allow the Department to efficiently schedule the participation of aligned subject matter experts.
 - 1.12.8. Contractor shall use the RTM to verify that all the requirements are met and to identify changes in scope when they occur.
 - 1.12.8.1. DELIVERABLE: Requirement Traceability Matrix (RTM) (DEL GEN 1.8)
 - 1.12.8.2. DUE DATE: As defined in Section 1.20
- 1.13. Project Management Deliverables
 - 1.13.1. Working cooperatively with the EPMO, Contractor shall establish a project management structure to manage projects related to System transition, System maintenance, System Enhancements, and ongoing improvement and operations throughout the Contract, generate project-related work products and Deliverables, and report project status to the Department team. Contractor shall collaborate with the EPMO and the Department for all project management activities and ensure alignment of processes, tools, templates, tracking, best practices, and applications.
 - 1.13.2. Project Management Plan

- 1.13.2.1. 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 be delivered to the Department during the Initiation and Planning Phase, baselined, and updated throughout the duration of the Contract as agreed upon between the Department and Contractor.
- 1.13.2.2. The Project Management Plan shall include at a minimum:
 - 1.13.2.2.1. Approach for executing monitoring and controlling the project.
 - 1.13.2.2.2. Approach for managing resources and training.
 - 1.13.2.2.3. Approach for managing communication and reporting.
 - 1.13.2.2.4. Approach to documentation management.
 - 1.13.2.2.5. Approach for managing scope, schedule, and cost.
 - 1.13.2.2.6. Approach to schedule development and maintenance.
 - 1.13.2.2.7. Approach to managing risk and project issues.
 - 1.13.2.2.8. Approach to managing changes.
 - 1.13.2.2.9. Approach to configuration management.
 - 1.13.2.2.10. Deliverable tracking, review, and acceptance procedures .
 - 1.13.2.2.11. SDLC approach.
 - 1.13.2.2.12. Approach to quality assurance control including maintaining quality of code, quality in systems design, configuration, testing, implementation, metrics, process design, and staff training.
 - 1.13.2.2.13. Contractor shall create and update a Decision Log to track major decisions during the lifecycle of the project. The Decision Log shall be a running list of items that need timely decision to ensure the success of the project and include the decision that was made and by whom.
- 1.13.2.3. **DELIVERABLE: PROJECT MANAGEMENT PLAN (DEL PM 1.1)**
- 1.13.2.4. **DUE: As defined in Section 1.20**
- 1.13.3. **Risk and Issue Management Plan**
 - 1.13.3.1. Contractor shall develop and submit for Department approval a Risk and Issue Management Plan.
 - 1.13.3.2. The Risk and Issue Management Plan shall include, at a minimum, all of the following:
 - 1.13.3.2.1. The ways in which Contractor identifies Risks and Issues.
 - 1.13.3.2.2. The ways in which Contractor analyzes Risks and Issues.
 - 1.13.3.2.3. The ways in which Contractor mitigates Risks and Issues.
 - 1.13.3.2.4. The ways in which Contractor manages realized Risks as an Issue.
 - 1.13.3.2.5. The ways in which Contractor monitors and communicates Risks and Issues to the Department and, as applicable, to other Department Stakeholders.

- 1.13.3.2.6. The solutions Contractor utilizes to address identified Risks and Issues.
- 1.13.3.3. After communicating with the Department's MES Vendors, Contractor shall develop Descriptions of the Risk response plan that identifies:
 - 1.13.3.3.1. The Risks that should be avoided.
 - 1.13.3.3.2. The Risks that should be transferred.
 - 1.13.3.3.3. The Risks that should be mitigated.
 - 1.13.3.3.4. The Risks that should be accepted.
 - 1.13.3.3.5. Descriptions of the Issue Resolution Plan for each Issue.
 - 1.13.3.3.6. Project Management Software Risk and Issue maintenance procedures.
 - 1.13.3.3.7. The identification of when the information contained in the Risk and Issue Management Plan will be implemented.
- 1.13.3.4. DELIVERABLE: Risk and Issue Management Plan (DEL PM 1.2)
- 1.13.3.5. DUE: As identified in Section 1.20
- 1.13.4. Project Schedule
 - 1.13.4.1. Contractor shall elaborate the high-level schedule of the activities into a fully decomposed schedule.
 - 1.13.4.2. The schedule of activities shall include:
 - 1.13.4.2.1. All tasks required for a successful project outcome.
 - 1.13.4.2.2. Anticipated completion date of Milestones and Deliverables.
 - 1.13.4.2.3. Start and end dates.
 - 1.13.4.2.4. Task dependencies.
 - 1.13.4.3. The Schedule shall indicate the participation of any:
 - 1.13.4.3.1. Department staff and resources.
 - 1.13.4.3.2. Any external dependencies on other entities.
 - 1.13.4.4. Contractor shall collaborate with the EPMO so that the schedule considers other overlapping or dependent Department projects.
 - 1.13.4.5. The project schedule shall be baselined to allow for comparisons after any changes in schedule and shall be re-baselined as approved by the Department.
 - 1.13.4.6. DELIVERABLE: Project Schedule (DEL PM 1.3)
 - 1.13.4.7. DUE: As identified in Section 1.20
- 1.13.5. Change Management Plan
 - 1.13.5.1. Contractor shall develop and submit to the Department for approval, 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 of the following:

- 1.13.5.1.1. Manage Change Requests, including but not limited to system changes, system tools, configuration and customization, and COTS product implementations.
- 1.13.5.1.2. Proposed SDLC approach.
- 1.13.5.1.3. Proposed methodology for change prioritization and release scheduling.
- 1.13.5.1.4. Identify business needs from the Department and its designees, as directed by the Department.
- 1.13.5.1.5. Identify and document changes in the scope of work.
- 1.13.5.1.6. 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.
- 1.13.5.1.7. Identify and document changes in business process definition.
- 1.13.5.1.8. Identify and document changes in federal or State regulatory change support.
- 1.13.5.1.9. Identify and document changes to the budget and procurement activities.
- 1.13.5.1.10. Identify and document changes to the system documentation as needed.
- 1.13.5.1.11. Manage changes in Configuration and Customization, including Configuration Management as defined in industry terms.
- 1.13.5.1.12. Schedule routine data warehouse maintenance and upgrade data warehouse software.
- 1.13.5.1.13. Manage changes in training needs.
- 1.13.5.1.14. Manage changes to data and/or additions to Department identified data.
- 1.13.5.1.15. Manage changes in data policy and governance.
- 1.13.5.1.16. Manage changes in data warehouse operations.
- 1.13.5.1.17. Implement any changes only upon receiving Department approval of those changes.
- 1.13.5.1.18. Obtain Department review and approval of all updates to the Change Management Plan and materials prior to use.
- 1.13.5.1.19. Manage processes to track and communicate all changes, even if they do not require a formal change request.
- 1.13.5.2. Once approved, the Change Management Plan shall be implemented and both Contractor and Department shall adhere to the processes included in the plan.
- 1.13.5.3. Contractor shall assist the Department in responding to all federal and State auditing agencies, including providing sampled data upon request.
- 1.13.5.4. Contractor shall stay informed on federal and State initiatives and work in partnership with the Department to identify possible solutions and resolutions to meet changing requirements.
- 1.13.5.5. Contractor shall provide price and schedule estimates to support proposed legislation, budget requests, and other initiatives, as directed by the Department. After receiving notification and requirements from the Department, Contractor shall respond within two (2) Business Days for any requests made during the Colorado Legislative Session, or as agreed to by the Department and outlined in the Change Management Plan. After receiving notification and requirements from the Department, Contractor shall respond

within five (5) Business Days for any requests made outside of the Colorado Legislative Session, or as agreed to by the Department and outlined in the Change Management Plan. Contractor shall provide a Rough Order of Magnitude (ROM) price estimate and will have the opportunity to revise it before final sign-off.

- 1.13.5.6. DELIVERABLE: Change Management Plan (DEL PM 1.4)
- 1.13.5.7. DUE: As defined in Section 1.20
- 1.13.6. Project Status Report
 - 1.13.6.1. Contractor shall submit weekly a report throughout the Term of the Contract.
 - 1.13.6.2. Each report shall include, at a minimum, all of the following:
 - 1.13.6.2.1. Executive summary of progress.
 - 1.13.6.2.2. Summary of accomplishments during the past period.
 - 1.13.6.2.3. Planned work in the upcoming period.
 - 1.13.6.2.4. Updates related to the terms and conditions of the Contract applicable to the Work, such providing as an updated insurance certificate.
 - 1.13.6.2.5. Status of scope, schedule, resources, technical, quality, operations and overall status against the approved baseline .
 - 1.13.6.2.6. Contract performance, including addressing quality, scope, technical, budget, and operations requirements.
 - 1.13.6.2.7. Risks, Issues, and change requests.
 - 1.13.6.2.8. Staffing changes.
 - 1.13.6.2.9. Dashboard reports.
 - 1.13.6.2.10. Written recommendations to improve EPMO processes and efficiencies, as identified and observed.
 - 1.13.6.2.11. Identification of all Production Incidents, regardless of priority level.
 - 1.13.6.2.12. The number of hours during which the server was available during the immediately preceding seven days.
 - 1.13.6.2.13. The number of hours during which all applications were available during the immediately preceding seven days.
 - 1.13.6.2.14. The number of hours attributable to unplanned EDW downtime during the immediately preceding seven calendar days.
 - 1.13.6.3. T-MSIS status information including but not limited to:
 - 1.13.6.3.1. Current assessment status.
 - 1.13.6.3.2. File submission status.
 - 1.13.6.3.3. Number of issues.
 - 1.13.6.3.4. Issue descriptions, statuses, and release plans to address issues.
 - 1.13.6.3.5. Upcoming changes.
 - 1.13.6.3.6. Risks to staying in compliance.

- 1.13.6.4. Contractor shall develop, support, report, such as through the use of dashboards, and provide project management reports on the status of the project activities to allow both Contractor and the Department to assess the progress for the data warehouse.
- 1.13.6.5. DELIVERABLE: Project Status Report (DEL PM 1.5)
- 1.13.6.6. DUE: 24 hours prior to a meeting between Contractor and the Department.
- 1.13.7. System Test Plan
 - 1.13.7.1. Contractor shall develop, and submit for Department approval, a System Test Plan that documents the process and types of testing that will be performed by the Contractor for testing the functionality of the data warehouse, including, but not limited to:
 - 1.13.7.1.1. Unit Testing.
 - 1.13.7.1.2. System and Integration testing.
 - 1.13.7.1.3. Data Conversion testing .
 - 1.13.7.1.4. Approach to supporting Department during UAT.
 - 1.13.7.1.5. Performance/stress testing.
 - 1.13.7.1.6. Penetration testing.
 - 1.13.7.1.7. End to end testing.
 - 1.13.7.1.8. Roles and responsibilities throughout the Testing Phase.
 - 1.13.7.1.9. Process for submitting, categorizing, monitoring, and resolving Defects found during testing and assignment of severities/priorities.
 - 1.13.7.1.10. Process for applying fixes to the System and conducting regression testing of any fixes.
 - 1.13.7.1.11. Detail of when environments will be provided.
 - 1.13.7.1.12. Entrance and exit criteria for testing type.
 - 1.13.7.1.13. Alignment to the CMS Testing Guidance Framework
 - 1.13.7.1.14. Contractor shall obtain written sign-off on the System Test Plan before proceeding with testing of the migrated system.
 - 1.13.7.2. DELIVERABLE: System Test Plan (DEL PM 1.6)
 - 1.13.7.3. DUE: As defined in Section 1.20
- 1.14. Transition Deliverables
 - 1.14.1. Transition Approach
 - 1.14.1.1. Contractor acknowledges that successful transition is the most important aspect of this takeover project.
 - 1.14.1.2. Contractor shall ensure minimum disruption to EDW users (e.g., Department staff, external partners, etc.) during this phase of the project.
 - 1.14.1.3. Contractor shall use best practices like shadowing and reverse shadowing to ensure a successful knowledge transfer from the Incumbent.

- 1.14.1.4. Contractor shall focus on improvements during the transition phase such as enhanced use of knowledge sharing tools and implementation of new data dictionary tools.
- 1.14.2. Contractor shall provide a Transition Artifacts list in the Transition Plan and will be updated as necessary during the transition. The Department will respond to all other requests for Transition Artifacts no later than 5 business days during execution of the project unless otherwise agreed to by the parties. Contractor shall notify the Department of any missing or inaccurate information within 5 business days following when Contractor becomes aware that Transition Artifacts are missing, incomplete, or inaccurate. Once the Department informs the Contractor when the information will become available or that the requested Transition Artifacts cannot be provided, the Contractor shall provide a high-level impact assessment to the Department within 5 business days unless approved differently by the Department. Contractor shall be entitled to schedule relief and adjustment to scope according to the Change Management Process for any delays in receiving complete and accurate Transition Artifacts in a readable format.
- 1.14.3. Transition Plan
 - 1.14.3.1. Contractor shall develop and submit for Department approval a Transition Plan including, at minimum:
 - 1.14.3.1.1. Proposed approach to transition.
 - 1.14.3.1.2. Proposed approach to working with the incumbent vendor as defined by the Joint Operating Agreement (JOA) Plan.
 - 1.14.3.1.2.1. Proposed approach for assessing existing EDW software:
 - 1.14.3.1.2.1.1. Determining which software will be migrated, replaced or sunset.
 - 1.14.3.1.2.1.2. Assessment of opportunities to avoid duplication of licensing between incumbent and Contractor for passthrough user licenses.
 - 1.14.3.1.2.2. Proposed approach to freezing changes to the production system and transitioning any in progress work, including uncompleted work, from the Incumbent.
 - 1.14.3.1.2.3. Proposed approach to completing discovery of the existing solution.
 - 1.14.3.1.2.4. Proposed approach for baseline assessment of incumbent BIDM SLA metrics, including any misalignment with expected SLAs in Exhibit M.
 - 1.14.3.1.2.5. Proposed approach for conducting a knowledge transfer from Contractor to the new contractor, including role shadowing and reverse role shadowing (if applicable).
 - 1.14.3.1.2.6. Proposed approach to completing System Improvements.
 - 1.14.3.1.2.7. Proposed approach for transition testing, including parallel testing, based on the processes outlined in the System Test Plan.
 - 1.14.3.1.2.8. Proposed approach for consolidating applicable sections from Incumbent's Turnover Plan into the transition activities.
 - 1.14.3.1.3. Tasks and activities for transition.
 - 1.14.3.1.3.1. Gap analysis and mitigation planning.
 - 1.14.3.1.3.2. Risks, assumptions, and dependencies.

- 1.14.3.1.4. List of artifacts needed for transition.
- 1.14.3.1.5. Roles and responsibilities.
- 1.14.3.1.6. Transition Milestones.
- 1.14.3.1.7. Entrance and exit criteria.
- 1.14.3.1.8. Production program and documentation update procedures during transition in coordination with the Incumbent.
- 1.14.3.1.9. Readiness walkthrough.
- 1.14.3.2. Parallel test cases and procedure.
- 1.14.3.3. DELIVERABLE: Transition Plan (DEL TR 1.1)
- 1.14.3.4. DUE: As defined in Section 1.20
- 1.14.4. Software Installation Complete
 - 1.14.4.1. Contractor shall provision data center capacity including required hardware, virtual machines, and storage.
 - 1.14.4.2. Contractor shall attain rights to use the non-Passthrough software required for the project.
 - 1.14.4.3. Contractor shall install software in the data center on provisioned hardware.
 - 1.14.4.4. Contractor shall submit an attestation that the software installation is complete.
 - 1.14.4.5. DELIVERABLE: Software Installation Complete Sign-off (DEL TR 1.1.1)
 - 1.14.4.6. DUE DATE: As defined in Section 1.20
- 1.14.5. Environment Configuration Document
 - 1.14.5.1. Contractor shall prepare and procure the required hardware and software.
 - 1.14.5.2. Contractor shall perform infrastructure build activities which shall include:
 - 1.14.5.2.1. Build of virtual machines.
 - 1.14.5.2.2. Set up of databases.
 - 1.14.5.2.3. Set up of environment as listed below:
 - 1.14.5.2.3.1. Development Environment (DEV).
 - 1.14.5.2.3.2. Systems and Integration Environment (SIT).
 - 1.14.5.2.3.3. User Acceptance Testing Environment (UAT).
 - 1.14.5.2.3.4. Production Environment (PROD).
 - 1.14.5.2.3.5. Disaster Recovery Environment (DR).
 - 1.14.5.2.4. Application Setup and Data Migration (DEV, SIT, UAT, PROD, DR).
 - 1.14.5.3. Proposed approach for configuration change management.
 - 1.14.5.4. Contractor shall perform a walk-thru of the different environments with the Department designated staff and obtain a sign off for the environment set up.
 - 1.14.5.5. DELIVERABLE: Environment Configuration Document (DEL TR 1.2)
 - 1.14.5.6. DUE DATE: As defined in Section 1.20

1.14.6. Knowledge Transfer Document

- 1.14.6.1. Contractor shall prepare requirements materials and conduct knowledge transfer sessions.
- 1.14.6.2. Contractor shall conduct environment configuration (databases, servers, migration methods, connectivity) sessions.
- 1.14.6.3. Contractor shall participate in training provided by the Incumbent.
- 1.14.6.4. Contractor shall document the knowledge transfer sessions in a Knowledge Transfer Document and deliver to the Department for review and sign-off.
- 1.14.6.5. DELIVERABLE: Knowledge Transfer Document (DEL TR 1.3)
- 1.14.6.6. DUE DATE: As defined in Section 1.20

1.14.7. Shadowing Sessions Sign Off.

- 1.14.7.1. Contractor shall shadow the Incumbent and learn the various tasks to be performed for the successful operation and maintenance of the EDW. Contractor shall have the person(s) who will take over the work participate in each shadowing session.
- 1.14.7.2. Contractor shall demonstrate knowledge of the various task by conducting mock session of the role that will be verified by the Incumbent and the Department staff.
- 1.14.7.3. Contractor shall reverse shadow the Incumbent post achieving sign off on the shadowing sessions.
- 1.14.7.4. Contractor shall perform the tasks and the Incumbent will observe how Contractor performs on the tasks.
- 1.14.7.5. Contractor shall obtain sign off on the reverse shadowing session by successfully demonstrating the completion of tasks by role.
- 1.14.7.6. DELIVERABLE: Shadowing Session Toll Gate (DEL TR 1.4)
- 1.14.7.7. DUE DATE: As defined in Section 1.20

1.14.8. Transition Test Results

- 1.14.8.1. Contractor shall complete all testing, modifications, and documentation referred to in the Transition Plan and further elaborated in the System Test Plan.
- 1.14.8.2. Contractor shall post-migration perform multiple levels of testing of the production data from Incumbent's infrastructure to Contractor's infrastructure.
 - 1.14.8.2.1. Contractor shall provide an integrated test environment consistent with the proposed SDLC process that allows the Department and Contractor to monitor the accuracy of the System. The test environment shall allow for end-to-end testing including transmission of all data between the System and operational interfaces. The test environment should be a separate dedicated environment.
 - 1.14.8.2.2. Contractor shall maintain responsibility to operate the test environment(s) to allow for the processing of mock data from production with a volume and distribution similar to that of the production system.
 - 1.14.8.2.3. Contractor shall successfully demonstrate the production of critical reports like CMS-64 and others as requested by the Department. This will be compared with the results from the Incumbent.

- 1.14.8.2.4. Contractor shall successfully demonstrate the creation of T-MSIS files for submission to CMS. This will be compared with the results from the Incumbent.
- 1.14.8.2.5. Contractor shall support the Department in all testing activities by providing support staff, technical expertise, and the tools required to track activities, outcomes, and test results.
- 1.14.8.2.6. Contractor shall submit test results to the Department that includes, at minimum:
 - 1.14.8.2.6.1. Summary of testing results.
 - 1.14.8.2.6.2. Pass/Failure Rate.
 - 1.14.8.2.6.3. Defect IDs and severity level of failed test cases.
 - 1.14.8.2.6.4. Proposed resolution for identified defects.
 - 1.14.8.2.6.5. Performance/Stress Testing Results.
 - 1.14.8.2.6.6. Final Enhancements Test Results.
 - 1.14.8.2.6.7. Penetration Test Results.
- 1.14.8.3. DELIVERABLE: Transition Test Results (DEL TR 1.5)
- 1.14.8.4. DUE: As defined in Section 1.20
- 1.14.9. Operational Readiness Assessment Document
 - 1.14.9.1. Working cooperatively with the EPMO, Contractor shall provide weekly updates to the Department during the Operational Readiness period.
 - 1.14.9.2. Contractor shall maintain responsibility for ensuring System access is in place prior to demonstration of operational readiness.
 - 1.14.9.3. Contractor shall take over existing materials and data including, but not limited to, production and archived data, reference materials, system documentation, historical CSR documents, and information storage from Incumbent. Contractor shall store and manage specified historical materials and data through the life of this Contract in accordance with Department retention policies.
 - 1.14.9.4. Contractor shall develop a Department Operational Readiness Training Plan and conduct training for all users at the appropriate authorized user level to ensure preparedness for operations.
 - 1.14.9.5. Contractor shall schedule and conduct interviews and sessions with Department's SMEs and stakeholders, as required, to clarify the training and readiness expectations and requirements.
 - 1.14.9.6. Contractor, working cooperatively with the EPMO, 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.
 - 1.14.9.7. DELIVERABLE: Operational Readiness Assessment Document (Reference DEL TR 1.6)
 - 1.14.9.8. DUE: As defined in Section 1.20
- 1.14.10. Deployment Plan

- 1.14.10.1. Contractor shall prepare a deployment check list that would include but is not limited to:
 - 1.14.10.1.1. Implementation Checklist.
 - 1.14.10.1.2. System Turnover Plan.
 - 1.14.10.1.3. Stabilization Support Plan.
 - 1.14.10.1.4. Updated System Operations and Maintenance Plan (SOMP).
 - 1.14.10.1.5. Ongoing Operations and Maintenance Support Plan.
 - 1.14.10.1.6. Cutover Plan.
- 1.14.10.2. Contractor shall develop a plan for post transition operational monitoring, including methods and schedules for the Department and Contractor to conduct post-transition monitoring of System operations.
- 1.14.10.3. Contractor shall conduct and lead a Go/No Go Decision Meeting and present evidence so that the Department can make the final decision on Go/No Go.
- 1.14.10.4. Contractor shall perform Checklist Activities for Go-Live and then plan the cutover by environment.
 - 1.14.10.4.1. Conduct Cutover for – DEV
 - 1.14.10.4.2. Conduct Cutover for – SIT
 - 1.14.10.4.3. Conduct Cutover for – UAT
 - 1.14.10.4.4. Conduct Cutover for – PROD
 - 1.14.10.4.5. Conduct Cutover for – DR
- 1.14.10.5. DELIVERABLE: Deployment Plan (DEL TR 1.7)
- 1.14.10.6. DUE DATE: As defined in Section 1.20
- 1.14.11. Deployment Plan Sign-off
 - 1.14.11.1. Contractor shall submit an attestation that the deployment is complete.
 - 1.14.11.2. DELIVERABLE: Deployment Complete Sign-off (DEL TR 1.8)
 - 1.14.11.3. DUE DATE: As defined in Section 1.20
- 1.14.12. Stabilization Report
 - 1.14.12.1. Contractor shall develop a report that documents and evaluates the onsite and offsite authorized System user support provided by Contractor and Department during and immediately after Go-Live.
 - 1.14.12.2. Contractor shall prepare a Stabilization Report that includes:
 - 1.14.12.2.1. Lessons learned.
 - 1.14.12.2.2. Project successes and failures.
 - 1.14.12.2.3. Evaluation metrics as approved by the Department.
 - 1.14.12.2.4. Authorized System user satisfaction.
 - 1.14.12.2.5. The current status of the System.
 - 1.14.12.2.6. Ongoing contingencies or problems.

- 1.14.12.3. Contractor shall update plans for post transition operational monitoring to reflect outcomes of the transition. This plan shall include monitoring activities that are no longer necessary, monitoring that should continue, and any new monitoring that needs to be added.
- 1.14.12.4. Contractor shall update system documentation and operating procedures with lessons learned from the implementation and roll out and continue to maintain and update System documentation and operating procedures throughout the duration of the contract.
- 1.14.12.5. Contractor shall work cooperatively with the EPMO, to obtain formal Department approval for the completion of the Stabilization Phase.
- 1.14.12.6. DELIVERABLE: Stabilization Report (DEL TR 1.9)
- 1.14.12.7. DUE DATE: As defined in Section 1.20
- 1.14.13. Improvement Plan
 - 1.14.13.1. Contractor shall prepare an Improvement Plan which shall include:
 - 1.14.13.1.1. Contractor's recommendations for improvements and value proposition for each.
 - 1.14.13.1.2. List of proposed improvement projects.
 - 1.14.13.1.3. Timeline for completion of these improvements.
 - 1.14.13.1.4. Estimate for time and effort for the improvement projects.
 - 1.14.13.1.5. Priority of projects.
 - 1.14.13.2. DELIVERABLE: Improvement Plan (DEL TR 1.10)
 - 1.14.13.3. DUE DATE: As defined in Section 1.20
- 1.15. Ongoing Operations and Maintenance
 - 1.15.1. Upon takeover and transition to operations, Contractor shall maintain all required functionality and operations to include responsibility for continual improvement. This includes Contractor's responsibility to:
 - 1.15.1.1. Preserve current functionality unless modified by the change management process.
 - 1.15.1.2. Make recommendations for improvements and efficiencies to the Department.
 - 1.15.1.3. Utilize the approved change management process to schedule, prioritize, enhance, and implement changes.
 - 1.15.2. Contractor shall maintain core data warehouse capabilities to automate the project control and issue tracking process by providing a role-based change management software that can be accessed by the Department as well as Contractor staff.
 - 1.15.3. System Operations and Maintenance Plan
 - 1.15.3.1. Contractor shall maintain or improve the existing System Operations and Maintenance Plan (SOMP). The System Operations and Maintenance Plan shall include the following:
 - 1.15.3.1.1. Documentation of operations processes including, at minimum, incident management, problem management, access management, event management, request fulfillment, change management, configuration management, and release management.

- 1.15.3.1.2. Plan for establishing, maintaining, and publishing a production maintenance calendar, including a schedule of planned maintenance windows, planned upgrades, and release windows.
- 1.15.3.1.3. Approach to application, server, and system software upgrades to assure they remain in support and/or are a minimum of one release behind current (N-1).
- 1.15.3.1.4. Provisioning for system tools, such as SFTP requests.
- 1.15.3.1.5. Department notification for system issues, downtime, delays in data loads, etc.
- 1.15.3.1.6. Definition of defect.
- 1.15.3.1.7. Defect identification, tracking, and correction process.
- 1.15.3.1.8. Plan for maintaining security on a database, network, and individual authorized data warehouse user level including maintenance of authorized data warehouse user accounts.
- 1.15.3.1.9. Help Desk support plan including, at minimum, available support services and proposed Help Desk staffing model that will ensure the performance expectations detailed in the SLA Attachment.
- 1.15.3.1.10. Internal Contractor policies to ensure Protected Health Information (PHI), Personally Identifiable Information (PII) and other Department or member data are only shared with authorized data warehouse users.
- 1.15.3.1.11. Valid after-hour contact and problem reporting process and contact information.
- 1.15.3.1.12. Process for submitting operations problem reports to the Department when operational problems occur, describing the nature of the problem, the expected impact on ongoing functions, a corrective action plan, the expected time of problem resolution and communicating end-result.
- 1.15.3.1.13. Templates for systems operations reports, including performances against established SLAs.
- 1.15.3.1.14. Technical support protocols.
- 1.15.3.1.15. A schedule for the periodic refresh of data in all test system environments.
- 1.15.3.1.16. Report Distribution Schedule.
- 1.15.3.1.17. Outbound Extract Schedule.
- 1.15.3.2. Contractor shall coordinate with the Department and provide outcomes, evidence, and metrics at the Department's direction, to support, attain, and maintain CMS Certification for any data warehouse component or enhancement that requires certification.
- 1.15.3.3. Contractor shall provide dedicated tables that authorized data warehouse users can append or update, manage, track, mark or flag records, record actions, and store associated meta data within the data warehouse reporting layer schema.
- 1.15.3.4. Contractor shall audit the inbound data load schedule and the key elements such as record counts and financial totals for each data load.
- 1.15.3.5. DELIVERABLE: System Operation and Maintenance Plan (DEL OM 1.1)
- 1.15.3.6. DUE DATE: As defined in Section 1.20

1.15.4. System Documentation

- 1.15.4.1. Contractor shall maintain and improve historical and current documentation of the data warehouse, including but not limited to, the data warehouse's database schema, data dictionaries, entity-relationship diagrams, complete data warehouse system architecture and configuration diagrams, network diagrams (as applicable), system conversion documentation, and interface standards for the entire data warehouse, including those supporting proprietary contractor material; however, this does not include proprietary information related to COTS products.
- 1.15.4.2. Contractor shall provide and maintain all service delivery documentation related to the design of each module/component and its interaction with other modules/components as appropriate.
- 1.15.4.3. Contractor shall maintain and improve full system, SDLC, and contract documentation in readily available, searchable, downloadable format to Department designated users.
- 1.15.4.4. Contractor shall maintain and enhance end user procedures and documentation.
- 1.15.4.5. DELIVERABLE: System Documentation (DEL OM 1.2)
- 1.15.4.6. DUE DATE: As defined in Section 1.20

1.15.5. Test Results

- 1.15.5.1. Contractor shall complete all testing, modifications, and documentation referred to in the System Test Plan.
- 1.15.5.2. Contractor shall provide an integrated test environment consistent with the proposed SDLC process that allows the Department and Contractor to monitor the accuracy of the System. The test environment shall allow for end-to-end testing including transmission of all data between the System and operational interfaces. The test environment should be a separate dedicated environment.
- 1.15.5.3. Contractor shall maintain responsibility to operate the test environment(s) and provide the tools and expertise that allows for the generation of deidentified data from production. The volume and distribution of each test environment compared to that of the production system shall be defined in accordance with the System Test Plan.
- 1.15.5.4. Contractor shall maintain responsibility to perform all system and integration testing such that the data is not overwritten by multiple testing initiatives or the refresh. Refreshing data will be scheduled per the Department-approved Change Management Plan and will include the entire System.
- 1.15.5.5. Contractor shall maintain responsibility to test all System changes and Enhancement functionality through test environments that mirror production functionality.
- 1.15.5.6. Contractor shall provide environment and sub-environment setup and test data as needed to support all testing per the Department.
- 1.15.5.7. Contractor shall schedule the testing environments and provide environment and sub-environment setup and test data as needed to support all testing per the Department.
- 1.15.5.8. Contractor shall operate the integrated test environment component of the data warehouse, including improvements/enhancements as implemented.

- 1.15.5.9. Contractor shall submit test results (Performance/Stress Testing Results, Final System Test Results, and Penetration Test Results as applicable) for each test sub-phase to the Department that includes, at minimum:
 - 1.15.5.9.1. Summary of testing results.
 - 1.15.5.9.2. Pass/failure rate.
 - 1.15.5.9.3. Defect IDs and severity level of failed test cases.
 - 1.15.5.9.4. Defect trend analysis.
 - 1.15.5.9.5. Proposed resolution for identified defects.
 - 1.15.5.9.6. Exit criteria for each test phase.
- 1.15.5.10. Contractor shall perform regression testing for all identified changes, as directed by the Department, and provide regression testing results.
- 1.15.5.11. Contractor shall use the results of testing activities and lessons learned in the SDLC process to reduce the occurrence of defects in future artifacts and processes (i.e., continuous improvement).
- 1.15.5.12. Contractor shall support the Department in all testing activities by providing support staff, technical expertise, and the tools required to track activities, outcomes, and test results.
- 1.15.5.13. Contractor shall maintain or improve the test environment(s) to allow simultaneous testing of data warehouse changes, reporting, modeling, functionality testing, integrated system test, regression testing, end-to-end testing, or some combination of these with Department approval.
- 1.15.5.14. Contractor shall provide Department authorized System users with online access to the integrated test environment.
- 1.15.5.15. Contractor shall maintain any existing automated testing process for System changes and Enhancements.
- 1.15.5.16. Contractor shall advance the automated testing capabilities and provide recommendations to the Department where automation is lacking but would be appropriate. The automated testing should support the following activities:
 - 1.15.5.16.1. Automated regression testing to validate new functionality has not broken existing functionality.
 - 1.15.5.16.2. Automated test scripts to perform smoke testing when code is deployed in every environment.
- 1.15.5.17. Contractor shall implement a lifecycle management tool that will allow for design, implementation, and documentation of detailed test cases (UAT initial test cases and detailed System test cases) for Enhancement testing. Test cases should include de-identified data and specific test records, detailed steps, expected results, actual results (where appropriate) and be traceable to requirements in the Enhancements project scope.
- 1.15.5.18. Contractor shall submit test results to the Department that includes, at minimum:
 - 1.15.5.18.1. Summary of testing results.
 - 1.15.5.18.2. Pass/failure rate.

- 1.15.5.18.3. Defect IDs and severity level of failed test cases.
- 1.15.5.18.4. Proposed resolution for identified defects.
- 1.15.5.18.5. Performance/Stress Testing Results.
- 1.15.5.18.6. Final Enhancements Test Results.
- 1.15.5.19. DELIVERABLE: Test Results (DEL OM 1.3)
- 1.15.5.20. DUE: As defined in Section 1.20
- 1.15.6. ESI Integration Requirements
 - 1.15.6.1. Data Integration Requirements
 - 1.15.6.1.1. Contractor shall be responsible for maintaining, supporting, and completing change requests related to existing Interfaces.
 - 1.15.6.1.2. Contractor shall be responsible for creating new APIs through the change request process needed for the MES such as, but not limited to, interface APIs related to search, business operations, reporting, exchange, backups, views, and updates (CRUD) for all business data the Module is responsible for.
 - 1.15.6.1.3. It is expected in the future that the types of interfaces will continue to advance based on both the introduction of the ESI Platform and new MES modules and industry standards to include interface types such as HL7 and FHIR. Contractor shall support enhancing BIDM to integrate these newer methods through the change request process.
 - 1.15.6.1.4. Contractor shall establish and maintain an Interface(s) or API(s) in collaboration with the ESI vendor through the ESI Platform to the designated MES modules to transmit data, as defined by the Department's programmatic policies.
 - 1.15.6.1.5. Contractor shall provide API(s) endpoints associated for each environment, including non-production environments and production environments.
 - 1.15.6.1.6. APIs shall be applicable for API and batch capabilities for all environments, where technically possible and the process is subject to the change request process.
 - 1.15.6.2. Integration Design and Development
 - 1.15.6.2.1. Contractor shall align the approved SDLC process with the SDLC processes in collaboration with the ESI vendor.
 - 1.15.6.2.2. Contractor shall publish, enable, and maintain approved APIs to the ESI Platform.
 - 1.15.6.2.3. Contractor shall attend meeting(s) with the ESI Contractor during the planning phase of Interface(s) and API(s) development to ensure collaboration and alignment with the ESI Platform.
 - 1.15.6.2.4. Contractor shall provide an API Service Catalog for integration as applicable.
 - 1.15.6.2.5. As directed by the Department, Contractor shall develop, manage, and support a Vendor Solution Integration Plan (VSIP) to integrate with the ESI Platform, in compliance with the MES Roadmap and the MES Governance Plan maintained by the ESI Contractor.

- 1.15.6.2.6. The VSIP is a planning document to be used by the ESI Contractor to collect requirements and design specifications from MES module Contractors about their data interface requirements, data dictionary, data conversion, and security. Contractor's VSIP shall include, at a minimum but not limited to, the following components. These components are based off of the ESI Vendor's Data and Quality Management Plan tailored for their specific module.
 - 1.15.6.2.6.1. Data Management Plan.
 - 1.15.6.2.6.2. Integration Data Dictionaries.
 - 1.15.6.2.6.3. Data Conversion Approach.
 - 1.15.6.2.6.4. Data Integration Testing Approach.
 - 1.15.6.2.6.5. Data Integration Approach.
 - 1.15.6.2.6.6. As directed by the Department, Contractor shall update the Solution Integration Plan to reflect any changes made that impact the Interface(s) or API(s) for the Department and ESI Contractor review and approval.
 - 1.15.6.2.6.7. DELIVERABLE: Vendor Solution Integration Plan (VSIP) (DEL ES 1.1)
 - 1.15.6.2.6.8. DUE DATE: As defined in Section 1.20
- 1.15.6.2.7. Contractor shall provide a Service Catalog of APIs to the ESI Contractor.
- 1.15.6.2.8. Contractor shall publish new APIs to the service catalog immediately within the ESI Platform.
 - 1.15.6.2.8.1. DELIVERABLE: API Service Catalog (DEL ES 1.2)
 - 1.15.6.2.8.2. DUE DATE: As defined in Section 1.20
- 1.15.6.2.9. Interface Control Document (ICD)
 - 1.15.6.2.9.1. Contractor shall create and maintain an ICD for every data integration project that will be implemented using the Department's standard ICD template provided by the ESI Contractor.
 - 1.15.6.2.9.2. At a minimum, each ICD shall include all the following:
 - 1.15.6.2.9.2.1. The name and purpose of the Interface.
 - 1.15.6.2.9.2.2. Metrics, including size and frequency.
 - 1.15.6.2.9.2.3. The definition and or description of the type of data exchange transactions.
 - 1.15.6.2.9.2.4. Source and target contact information.
 - 1.15.6.2.9.2.5. Formatting and valid values.
 - 1.15.6.2.9.2.6. Data dictionary related to the integration.
 - 1.15.6.2.9.2.7. A description of triggers that initiate communication.
 - 1.15.6.2.9.2.8. The identification of when the information contained in the ICD will be implemented.
 - 1.15.6.2.9.3. Contractor shall provide approved ICD document(s) to the Department via a shared repository.

- 1.15.6.2.9.4. Contractor shall attend ICD workgroups, as directed by the Department.
- 1.15.6.2.9.5. Contractor shall provide written notice to the Department and the ESI Contractor if they are not able to participate in scheduled workgroups
- 1.15.6.2.9.6. Contractor shall provide approved ICD document(s), including any and all Updated ICD(s), to the Department via a shared repository.
- 1.15.6.2.9.7. Contractor shall update the ICD to reflect any changes made to the interface or API for the Department and ESI Contractor review and approval as defined in the change management process.
- 1.15.6.2.9.8. DELIVERABLE: ICD for each integration project (DEL ES 1.3)
- 1.15.6.2.9.9. DUE: As defined in Section 1.20
- 1.15.6.3. ESI Data Integration Testing
 - 1.15.6.3.1. Contractor shall develop Data Integration test cases and data sets, and submit to the Department and the ESI Contractor for prior approval before execution for Contractor's Solution.
 - 1.15.6.3.2. Contractor shall perform Data Integration Testing, as required by the Department, and provide documentation and test results for all testing phases, in accordance with the CMS Testing Framework.
 - 1.15.6.3.3. Contractor shall be responsible for establishing, curating, and resetting any test data in the non-Production environments. There will be points in the project where data will need to be reset to an original state to perform a test or set of test cases again.
 - 1.15.6.3.4. Contractor shall not use any production data in non-Production environments.
 - 1.15.6.3.5. To ensure Module data passes all testing processes performed before, during, and after implementation, Contractor shall provide Data Integration Testing support for Defect resolution of Contractor's Solution, which includes but is not limited to:
 - 1.15.6.3.5.1. Pre-production data submissions.
 - 1.15.6.3.5.2. Implementing defect fixes.
 - 1.15.6.3.5.3. Data model updates.
 - 1.15.6.3.5.4. Data corrections.
- 1.15.6.4. Integration Implementation and Monitoring
 - 1.15.6.4.1. Contractor shall maintain an inventory of all consumers of their APIs, and implement a notification and communications process for any updates, changes, new versions, errors, and outages.
 - 1.15.6.4.2. For each implementation of an integration, Contractor shall develop a plan for data monitoring and analysis to monitor the consistency, quality, and overall health of the data for the purpose of maintaining accuracy and completeness of the data.
- 1.15.6.5. Enterprise Governance
 - 1.15.6.5.1. Contractor shall adhere to the Department's MES Governance Plans.

- 1.15.6.5.2. Contractor shall participate in the MES Governance boards and councils for all data integration activities necessary to operations and functionality of Contractor's solution.
- 1.15.6.5.3. Contractor shall attend, participate in, and provide verbal and written input to the MES Governance boards and councils, as requested by the Department.
- 1.15.6.5.4. Contractor shall present all changes and enhancements to the appropriate Governance board or council for approval.
- 1.15.6.5.5. Contractor shall respond within 24-hours to emergency data integration change requests approved by the Department's ESI Priority Change Control Board (PCCB) and shall implement any required changes in the timeframe requested.
- 1.15.6.6. Schedule Management
 - 1.15.6.6.1. Contractor shall work with the Department and ESI Contractor to incorporate Solution's ESI data integration schedule into the integrated master schedule (IMS), which shall include, at a minimum, all tasks, dependencies, resources, and planned hours.
 - 1.15.6.6.2. Contractor shall work against the baselined schedule without delay.
 - 1.15.6.6.3. Contractor shall use commercially reasonable best efforts to provide written notification to the Department and ESI Contractor of any schedule changes one (1) month in advance to mitigate impacts to the IMS.
 - 1.15.6.6.4. Contractor shall attend the schedule development and ongoing schedule monitoring meetings regarding the solution's data integration with the ESI Platform.
 - 1.15.6.6.5. Contractor shall provide written input on tasks, resources, and changes at least three days prior to the ongoing schedule monitoring meetings.
- 1.15.6.7. Data Integration Resources
 - 1.15.6.7.1. Contractor shall make available qualified resources to discuss Data Integration of the Contractor's solution with the Department and ESI Contractor throughout the life of the Contract.
 - 1.15.6.7.2. Contractor shall provide dedicated and qualified resources to support Interfaces throughout the life of the Contract.
- 1.15.6.8. ESI Data Management
 - 1.15.6.8.1. As directed by the department, Contractor shall be responsible for managing data for the Contractor's Solution, as defined by the ESI Data Governance Council.
 - 1.15.6.8.2. Contractor is responsible for submitting data to the ESI Contractor that is compliant with the ESI data model.
 - 1.15.6.8.3. Contractor shall be responsible for mapping the module data model (i.e., data dictionary) to the ESI data model in accordance with guidance documents/processes provided by the ESI Data Governance Council.
 - 1.15.6.8.4. Contractor shall be responsible for performing any data transformations to ensure that any data provided from the module to the ESI Contractor is compliant with the ESI data model, subject to any data model exceptions that have been approved in writing by the ESI Data Governance Council.

- 1.15.6.8.5. Contractor shall be responsible for performing defect identification and data cleansing activities for all data submitted to the ESI Platform prior to submission. Such defect identification and data cleansing shall be performed in accordance with guidance documents/processes provided by the ESI Data Governance Council.
- 1.15.6.8.6. For Contractor staff overseeing the replacement of an old Module with a new Module, Contractor shall convert data from the old module to the new module, then perform the data cleansing, data mapping and transformation requirements outlined above to generate clean, ESI-compliant data for submission to the ESI Contractor.
- 1.15.6.8.7. Contractor shall use Mapping Document tools that align to ESI planning efforts.
- 1.15.6.8.8. Contractor shall deliver Mapping Documents to the Department for review and approval.
- 1.15.6.8.9. Contractor's Solution shall have the capability to receive, translate, and process data to and from a variety of security protocols such as HTTPS, FTPs, SFTP, AS2, and AS3.
- 1.15.6.8.10. Contractor shall provide to the ESI Contractor all mapping and transformation processes for inbound and outbound Interface transmissions.
- 1.15.6.8.11. Contractor shall work with the ESI Contractor to create or update the Mapping Documentation, including source and target information.
- 1.15.6.8.12. DELIVERABLE: Mapping Documentation (DEL ES 1.4)
- 1.15.6.8.13. DUE: As defined in Section 1.20
- 1.15.6.9. ESI Data Integration Incidents
 - 1.15.6.9.1. Contractor shall work with the ESI Contractor to resolve ESI Data Integration production incidents according to SLA performance standards and requirements of the ESI Platform.
 - 1.15.6.9.2. Contractor shall work with the ESI Contractor to document the Root Cause Analysis (RCA) and contribute to ESI Contractor Corrective Action Plans (CAP).
- 1.16. Security Deliverables
 - 1.16.1. Business Continuity and Disaster Recovery Plan
 - 1.16.1.1. 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:
 - 1.16.1.1.1. 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.
 - 1.16.1.1.2. How Contractor will back-up all information necessary to continue performing the Work, so that no information is lost because of a Business Interruption.
 - 1.16.1.1.3. The plan shall also include how Contractor will make all information available at its back-up facilities.

- 1.16.1.1.4. 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.
- 1.16.1.1.5. How Contractor will minimize the effects on stakeholders of any Business Interruption.
- 1.16.1.1.6. 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.
- 1.16.1.1.7. Planned long-term back-up facilities out of which Contractor can continue operations after a Disaster.
- 1.16.1.1.8. The time period it will take to transition all activities from Contractor's regular facilities to the back-up facilities after a Disaster.
- 1.16.1.1.9. Contractor shall annually test its processes and procedures to ensure compliance with the requirements of the Business Continuity and Disaster Recovery Plan and affirm such compliance to the Department.
- 1.16.1.2. DELIVERABLE: Business Continuity and Disaster Recovery Plan (DEL SC 1.1)
- 1.16.1.3. DUE: As defined in Section 1.20
- 1.16.2. System Security Plan
 - 1.16.2.1. Contractor shall develop a System Security Plan.
 - 1.16.2.2. At a minimum, the System Security Plan shall include all of the following:
 - 1.16.2.2.1. Mission objectives.
 - 1.16.2.2.2. Mission statement.
 - 1.16.2.2.3. Concept of Operations.
 - 1.16.2.2.4. Roles and responsibilities.
 - 1.16.2.2.5. Information technology environment.
 - 1.16.2.2.6. Network environment, enclaves, and perimeters.
 - 1.16.2.2.7. Major applications and systems.
 - 1.16.2.2.8. General support systems.
 - 1.16.2.2.9. Risk management.
 - 1.16.2.2.9.1. Risk management methodology.
 - 1.16.2.2.9.2. Risk assessment responsibilities.
 - 1.16.2.2.9.3. Risk assessment frequency.
 - 1.16.2.2.10. Project lifecycle.
 - 1.16.2.2.11. Vendor management.
 - 1.16.2.2.12. Security program.
 - 1.16.2.2.12.1. Network and security operations standards.

- 1.16.2.2.12.2. System and application security standards.
- 1.16.2.2.12.3. Access controls.
- 1.16.2.2.12.4. Change control and configuration management.
- 1.16.2.2.12.5. Physical security.
- 1.16.2.2.12.6. Data handling and disposal.
- 1.16.2.2.12.7. Personnel security.
- 1.16.2.2.12.8. Acceptable use.
- 1.16.2.2.12.9. Online privacy.
- 1.16.2.2.13. Incident warning, advisory, and response.
- 1.16.2.2.13.1. Evaluating information security warnings and advisories.
- 1.16.2.2.13.2. Information security incident response plan summary.
- 1.16.2.2.14. Security awareness and training.
- 1.16.2.2.14.1. Security awareness and training methodology.
- 1.16.2.2.14.2. Security awareness and training frequency.
- 1.16.2.2.14.3. Security awareness and training content updates.
- 1.16.2.2.14.4. Self-assessment.
- 1.16.2.2.14.5. Metrics and reporting.
- 1.16.2.2.14.6. Plan approval and maintenance.
- 1.16.2.2.15. 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.
- 1.16.2.2.16. The identification of Contractor's processes and policies related to the coordination of efforts with MES Vendors to monitor for vulnerabilities.
- 1.16.2.2.17. The identification of Contractor's processes and policies related to assuring that all penetration testing meets approved security requirements.
- 1.16.2.2.18. 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.
- 1.16.2.2.19. The identification of when the information contained in the System Security Plan will be implemented.
- 1.16.2.2.20. 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.
- 1.16.2.3. Contractor shall review, update, and submit a revised 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 EDW 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.

1.16.2.4. Contractor shall implement or otherwise perform all tasks, obligations, and responsibilities set forth in the System Security Plan in conformity with the plan after obtaining the Department's approval of that plan.

1.16.2.5. Contractor shall implement the System Security Plan as identified in the Department-approved plan.

1.16.2.6. DELIVERABLE: System Security Plan (DEL SC 1.2)

1.16.2.7. DUE: As defined in Section 1.20

1.16.3. Independent Auditor/SOC Audit

1.16.3.1. Contractor shall pay for an independent auditor to conduct an annual audit utilizing a current version of the Statement on Standards for Attestation Engagements (SSAE), System and Organization Controls (SOC) 1, Type II. The SOC 1, Type II audit shall address work performed by Contractor at Contractor's facility and data center suites.

1.16.3.2. Contractor shall develop an initial draft scope of the SOC 1, Type II audit, which will be subject to Department approval. The scope shall include the Control Objectives of the audit.

1.16.3.3. The Parties shall review the scope of SOC 1, Type II audits, and the Department shall approve the scope of the SOC 1, Type II audit prior to commencement of review activities by the independent auditor.

1.16.3.3.1. Review of the scope of SOC 1, Type II audits by the Parties shall include consideration of prior SOC 1, Type II audits to determine if past findings have been addressed.

1.16.3.3.2. Contractor shall be responsible for facilitating meetings between Contractor and the Department to determine the scope of SOC 1, Type II audits. At a minimum, the following topics shall be addressed during this meeting:

1.16.3.3.2.1. The process to be used by Contractor and independent auditor to develop, document, and implement the objectives of the SOC 1, Type II audit.

1.16.3.3.2.2. Guidelines Contractor and the independent auditor will follow in communicating audit-related opinions to the Department.

1.16.3.3.2.3. Any changes to the control environment that may impact the SOC 1, Type II audit.

1.16.3.3.3. Contractor shall submit the SOC 1, Type II audit reports to the Department along with the following supplemental documentation:

1.16.3.3.3.1. Contractor's responses to the independent auditor's findings.

1.16.3.3.3.2. A SOC 1, Type II Report action plan detailing how Contractor will address and resolve all findings in the SOC 1, Type II report and the timeline for addressing each finding. The SOC Report action plan shall be subject to Department review and approval.

1.16.3.3.4. Contractor shall address and resolve all findings in the SOC 1, Type II report, and provide monthly updates in the Contract Management Report until the Department

agrees that Contractor has demonstrated that all findings have been properly addressed and resolved.

1.16.3.3.5. Contractor Approach: Contractor shall pay an independent auditor to perform a SOC 1, Type II audit annually. Contractor shall deliver the report to the Department.

1.16.3.3.5.1. Contractor shall submit responses to the auditor's findings and a SOC 1, Type II Report Action Plan to the Department for review and approval.

1.16.3.3.5.2. Contractor shall address and resolve findings in the SOC 1, Type II report and provide monthly updates in the Contract Management Report until the Department agrees that Contractor has demonstrated that all findings have been properly addressed and resolved.

1.16.3.3.6. DELIVERABLE: SOC 1, Type II Report (DEL SC 1.3)

1.16.3.3.7. DUE: As defined in Section 1.20

1.16.4. Third-Party Privacy/Security Audits/Assessments

1.16.4.1. Contractor shall pay for a third-party to perform an annual audit or assessment of Contractor's privacy/security control environment.

1.16.4.2. Recommended third-party audits/assessments in order of preference are:

1.16.4.2.1. HITRUST Risk-Based, 2-Year (r2) Validated Assessment + Certification.

1.16.4.2.2. SOC 2 Type II Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy.

1.16.4.2.3. HITRUST Implemented, 1-Year (i1) Validated Assessment + Certification.

1.16.4.3. In the absence of one of the recommended audit/assessment types, Contractor may propose an equivalent audit/assessment for Department approval.

1.16.4.4. Contractor shall submit the audit/assessment report to the Department along with the following supplemental documentation:

1.16.4.5. A 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. The action plan shall be subject to Department review and approval.

1.16.4.6. DELIVERABLE: Audit/Assessment Report (DEL SC 1.4)

1.16.4.7. DUE: As defined in Section 1.20

1.16.4.8. 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 SC 1.5)

1.16.4.9. DUE: As defined in Section 1.20

1.17. Training Deliverables

1.17.1. Training Plan

1.17.1.1. Contractor shall develop a Training Plan, submitted for Department approval, that is updated and delivered annually, which includes:

- 1.17.1.1.1. Training approach.
- 1.17.1.1.2. Training methodologies (face-to-face, online, webinar, other).
- 1.17.1.1.3. Process for identifying training needs.
- 1.17.1.1.4. Process for conducting a gap analysis of existing training materials.
- 1.17.1.1.5. Process for communicating and scheduling training.
- 1.17.1.1.6. Descriptions of technology used to perform training responsibilities.
- 1.17.1.1.7. Training deployment during transition/operational readiness and operations phases.
- 1.17.1.1.8. Commitment to how Contractor shall meet the learning needs of the authorized System users.
- 1.17.1.1.9. Samples of training evaluation criteria.
- 1.17.1.2. DELIVERABLE: Training Plan (DEL TG 1.1)
- 1.17.1.3. DUE: As defined in Section 1.20
- 1.17.2. Organizational Change Management (OCM) Plan
 - 1.17.2.1. Contractor shall develop an OCM Plan.
 - 1.17.2.2. At a minimum, the OCM Plan shall align to Department standard processes and shall include all of the following:
 - 1.17.2.2.1. The way in which the OCM activities will be incorporated into the Project Schedule, which will be tracked to Project completion.
 - 1.17.2.2.2. OCM strategies and tactical steps that are aligned with best practices, such as Prosci® and the Awareness, Desire, Knowledge, Ability, Reinforcement (ADKAR) model.
 - 1.17.2.3. DELIVERABLE: OCM Plan (DEL TR 1.2)
 - 1.17.2.4. DUE DATE: As defined in Section 1.20
- 1.18. Turnover Deliverables
 - 1.18.1. System Turnover Plan
 - 1.18.1.1. Contractor shall develop a System Turnover Plan at no additional cost to the Department.
 - 1.18.1.2. The System Turnover Plan shall include, at minimum:
 - 1.18.1.2.1. Proposed approach to turnover.
 - 1.18.1.2.2. Tasks and subtasks for turnover.
 - 1.18.1.2.3. Schedule for turnover.
 - 1.18.1.2.4. Entrance and exit criteria.
 - 1.18.1.2.5. Readiness walkthrough process.
 - 1.18.1.2.6. Documentation update procedures during turnover.
 - 1.18.1.2.7. Description of Contractor coordination activities that will occur during the turnover that will be implemented to ensure continued functionality of the data warehouse and services as deemed appropriate by the Department.
 - 1.18.1.3. DELIVERABLE: System Turnover Plan (DEL TO 1.1)

1.18.1.4. DUE: As defined in Section 1.20

1.19. Certification Management Plan

- 1.19.1. Contractor shall develop a plan to obtain certification for any replacements of current EDW components that trigger a requirement for CMS certification.
- 1.19.2. Contractor's plan shall support the CMS Streamlined Modular Certification (SMC) methodology.
- 1.19.3. Contractor shall support achieving CMS Certification backdated to the Go-Live date.
- 1.19.4. The Certification Management Plan shall include, at a minimum, all of the following:
 - 1.19.4.1. An outline of the methodology, tools, timeline, and resources required to manage the CMS Certification process for Contractor's solution.
 - 1.19.4.2. A plan to ensure compliance to established CMS Certification protocols defined by the EPMO.
 - 1.19.4.3. A plan to capture necessary evidence in support of CMS Certification, including metrics output and required security artifacts.
 - 1.19.4.4. A plan to produce all Certification documentation, as defined by the Department and CMS and communicated to Contractor.
- 1.19.5. Contractor shall attend all Certification-related meetings, as defined by the Department and communicated to Contractor.
- 1.19.6. Contractor shall facilitate a live production demonstration of Contractor's Solution during required CMS Certification review meetings.
- 1.19.7. DELIVERABLE: Certification Management Plan (DEL CMS 1.1)
- 1.19.8. DUE: As identified in the Project Schedule

1.20. CMS Certification Support

- 1.20.1. 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.
- 1.20.2. Contractor shall ensure the Solution meets CMS Certification approval for the maximum allowable FFP and achieve CMS Certification backdating to the operational effective date.
- 1.20.3. Contractor shall work with the EPMO 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:
 - 1.20.3.1. 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.
 - 1.20.3.2. 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.
 - 1.20.3.3. Provide approved design documentation.
 - 1.20.3.4. Provide a complete list of interfaces impacted by the scope of the Solution and provide approved interface and API design documentation.
 - 1.20.3.5. Provide approved human-readable business rules.

- 1.20.3.6. Provide approved test results documentation from all environments.
- 1.20.3.7. 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).
- 1.20.3.8. Provide 508/ADA Test Results, which shall include documentation of compliance to contractual accessibility standards.
- 1.20.3.9. Provide SLA Agreements and monthly measurable performance to SLAs.
- 1.20.3.10. Provide Concept of Operations documentation for the Solution.
- 1.20.3.11. Provide the approved Disaster Recovery Plan for the ORR.
- 1.20.3.12. Provide Disaster Recovery Results for the Final Certification Review.
- 1.20.3.13. Provide pre-existing weekly and monthly status reporting, including indicators of Project Health, including but not limited to:
 - 1.20.3.13.1. Project or Product Roadmap.
 - 1.20.3.13.2. Progress Tracking.
 - 1.20.3.13.3. User Feedback.
 - 1.20.3.13.4. Defect and Risk List.
 - 1.20.3.13.5. Product Demonstration.
 - 1.20.3.13.6. Testing Process, aligned with the CMS Testing Guidance Framework.
- 1.20.3.14. Provide approved Master Test Plan and Testing Results Summary from all testing environments.
- 1.20.3.15. Provide approved Deployment or Implementation Plan.
- 1.20.3.16. Provide a complete list of Defects from all testing environments, including information about the operational impacts.
- 1.20.3.17. Provide a complete list of project Risks, including severity levels and mitigation and resolution plans.
- 1.20.3.18. Provide Third Party Independent Security and Privacy Assessment Report. The Third-Party audit should include, but need not be limited to the following:
 - 1.20.3.18.1. Penetration testing, including test results, vulnerability scans, and POA&M findings.
 - 1.20.3.18.2. 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).
 - 1.20.3.18.3. Cover adequate audit trails and logs (e.g., ID, access level, action performed, etc.).
 - 1.20.3.18.4. 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.
- 1.20.3.19. Provide approved operating documentation and end-user documentation.
- 1.20.3.20. Participate in CMS Certification planning meetings and practice dry runs with the Department.

- 1.20.3.21. Participate in CMS Certification review meetings with the Department and CMS.
- 1.20.3.22. Facilitate live demonstrations of system functionality, as requested by the Department or CMS to support CMS Certification review meetings.
- 1.20.3.23. Participate in a lessons-learned review with the EPMO after the CMS Certification project is completed.
- 1.20.3.24. Provide a CMS Certification Lead resource to support all required activities in coordination with the Department's EPMO.
- 1.20.3.25. Provide ongoing certification support during M&O by reporting on operational performance outcomes and metrics on a quarterly and annual basis.
- 1.20.3.26. Contractor shall support the certification process for additional BIDM modules like PI, RED, and PPQM. Contractor shall work with the EPMO to support existing Department standards and processes in support of CMS Certification for each of BIDM module.

1.21. DELIVERABLE LIST

- 1.21.1. Unless otherwise provided in this Contract, the due dates for Contractor to deliver the following Deliverables to the Department shall be as follows. Once delivered, deliverables will be reviewed and accepted in accordance with Section 1.7.

1.21.2.

DELIVERABLES	DATE DUE TO THE DEPARTMENT
DEL GEN 1.2 Deliverable Expectations Document	The later of 10 Business Days after the Contract Performance Beginning Date and 20 Business Days before the respective deliverable
DEL PM 1.5 Project Status Report	To be submitted weekly
DEL GEN 1.1 Deliverable Management Plan	Not later than 10 Business Days after the Contract Performance Beginning Date
DEL GEN 1.9 Joint Operating Agreement Plan Draft	Not later than 10 Business Days after the Contract Performance Beginning Date
DEL GEN 1.4 EDW Project Repository	Not later than 20 Business Days after the Contract Performance Beginning Date
Background Check Attestation (Exhibit E)	Within 30 Business Days of the Contract Performance Beginning Date
Subcontractor Information (Exhibit E)	The later of 30 days prior to the Subcontractor beginning work or the Contract Performance Beginning Date
DEL GEN 1.3 Communication Management Plan	Not later than 30 Business Days after the Contract Performance Beginning Date
DEL PM 1.1 Project Management Plan	Not later than 30 Business Days after the Contract Performance Beginning Date
DEL GEN 1.5 Resource Management Plan	Not later than 30 Business Days after the Contract Performance Beginning Date then updated annually
DEL PM 1.2 Risk and Issue Management Plan	Not later than 30 Business Days after the Contract Performance Beginning Date then updated annually
DEL PM 1.6 System Test Plan	Not later than 40 Business Days after the Contract Performance Beginning Date

DEL PM 1.3 Project Schedule	Not later than 45 Business Days after the Contract Performance Beginning Date
DEL TR 1.1 Transition Plan	Not later than 45 Business Days after the Contract Performance Beginning Date
DEL GEN 1.7 Joint Operation Agreement – Final	Not later than 10 Business Days after the Contract Performance Beginning Date
DEL PM 1.4 Change Management Plan	Not later than 50 Business Days after the Contract Performance Beginning Date then updated annually
DEL TG 1.1 Training Plan	Not later than 90 Business Days after Contract Performance Beginning Date and updated annually
DEL TG 1.2 Organizational Change Management (OCM) Plan	Not later than 90 Business Days after Contract Performance Beginning Date and updated annually
DEL GEN 1.8 Requirement Traceability Matrix	Not later than 120 Business Days after the Contract Performance Beginning Date then updated no less than annually
DEL TR 1.1.1 Software Installation Complete Sign-off	The due date for this Deliverable is identified in the Project Schedule
DEL TR 1.2 Environment Configuration Document	The due date for this Deliverable is identified in the Project Schedule
DEL TR 1.3 Knowledge Transfer Document	The due date for this Deliverable is identified in the Project Schedule
DEL TR 1.4 Shadowing Session Toll Gate	The due date for this Deliverable is identified in the Project Schedule
DEL TR 1.5 Transition Test Results	The due date for this Deliverable is identified in the Project Schedule
DEL TR 1.6 Operational Readiness Assessment Document	The due date for this Deliverable is identified in the Project Schedule
DEL TR 1.7 Deployment Plan	The due date for this Deliverable is identified in the Project Schedule
DEL TR 1.8 Deployment Complete Sign-off	The due date for this Deliverable is identified in the Project Schedule
DEL TR 1.9 Stabilization Report	The due date for this Deliverable is identified in the Project Schedule
DEL TR 1.10 Improvement Plan	The due date for this Deliverable is identified in the Project Schedule
DEL OM 1.1 System Operations and Maintenance Plan	Not later than 30 Business Days before the Operational Start Date and then updated annually
DEL OM 1.2 System Documentation	Not later than 30 Business Days before the Operational Start Date and then submitted at a minimum annually
DEL SC 1.1 Business Continuity and Disaster Recovery Plan	Not later than 30 Business Days before the Operational Start Date and then updated annually
DEL SC 1.2 System Security Plan	Not later than 30 Business Days before the Operational Start Date and then updated then annually
DEL TO 1.1 System Turnover Plan	Not later than 30 Business Days before the Operational Start Date and then updated annually
CISP Attestation (Exhibit E)	Within 30 Business Days of the Operational Start Date then annually, by June 30th of each year.

HHS Attestation (Exhibit E)	Within 30 Business Days of the Operational Start Date then annually, by June 30th of each year.
DEL GEN 1.6 Contract Management Report	To be submitted monthly after the Operational Start Date
DEL GEN 1.7 Business Process Improvement Plan	To be submitted by end of each SFY following the Operational Start Date then updated annually or upon request
DEL OM 1.3 Test Results	As the due date for this Deliverable is identified in the Project Schedule
DEL ES 1.1 Vendor Solution Integration Plan (VSIP)	The due date for this Deliverable is identified in the Project Schedule
DEL ES 1.3 ICD for each integration project	As the due date for this Deliverable is identified in the Project Schedule
DEL ES 1.4 Mapping Document	As the due date for this Deliverable is identified in the Project Schedule
DEL CMS 1.1 Certification Management Plan	As the due date for this Deliverable is identified in the Project Schedule
DEL ES 1.2 API Service Catalog	As the due date for this Deliverable is identified in the Project Schedule
DEL SC 1.3 SOC 1, Type II Report	August 15th of each contract year following the Operational Start Date, but not less than 6 months after the Operational Start Date
DEL SC 1.4 Audit/Assessment Report	To be submitted annually after transition, based on a schedule approved by Department
DEL SC 1.5 Corrective Action Plan	To be submitted annually after transition, based on a schedule approved by Department
Administrative Report (Exhibit E)	Within 10 Business Days after the Department's request

1.22. Service Level Agreements (SLA)

1.22.1. The SLA's related to this contract are listed in Exhibit M.

1.22.2. 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.

2. COMPENSATION AND INVOICING

2.1. Compensation

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

2.2. Detailed Invoicing and Payment Procedures

2.2.1. 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.

2.2.2. Milestone-based invoices may be invoiced to the Department as soon as milestone deliverables are approved by the Department.

2.2.3. The invoice shall include all necessary information for the Department to determine the accuracy of the invoice and properly pay the invoice to Contractor.

- 2.2.4. 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. The breakout of invoices shall include, but not be limited to the following:
 - 2.2.4.1. The Contract Number shown on the cover page for this Contract to facilitate invoice processing.
 - 2.2.4.2. A clear description of the time period the invoice covers.
 - 2.2.4.3. The Fixed Monthly Transition fee, shown in Exhibit C, related to the invoice month.
 - 2.2.4.4. The Pass-through costs for the transition period as shown in Exhibit C.
 - 2.2.4.5. The Fixed Monthly O&M fee as shown in Exhibit C, related to the invoice month.
 - 2.2.4.6. The Monthly SLA Performance Payment Amount, shown in Exhibit C, related to the invoice month, corresponding to those SLAs that Contractor successfully achieved.
 - 2.2.4.7. Each Deliverable, shown in Exhibit C, that was accepted by the Department during that month.
 - 2.2.4.8. The amount due for each Deliverable shown on the invoice.
 - 2.2.4.9. The total amount due for all Deliverables accepted by the Department during that month.
 - 2.2.4.10. The total amount due for the invoiced month.
- 2.3. Closeout Payments
 - 2.3.1. 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.

EXHIBIT C, RATES

1. TRANSITION PAYMENTS

1.1. One-time Deliverable Payment

- 1.1.1. The Department shall pay Contractor a Fixed Deliverable Payment for each of the following deliverables that are accepted by the Department according to the process defined in Exhibit B, Section 1.7 during the transition period.

DELIVERABLE	ESTIMATED INVOICE DATE	FIXED DELIVERABLE PAYMENT
DEL TR 1.1.1 Software Installation Complete Sign-off	04/30/2024	\$1,756,517.00
TR 1.1 Transition Plan & GEN 1.7 Joint Operating Agreement Plan Final	05/31/2024	\$1,653,192.00
DEL TR 1.2 Environment Configuration Document	10/31/2024	\$2,169,815.00
DEL TR 1.3 Knowledge Transfer Document & DEL TR 1.4 Shadowing Session Toll Gate	06/30/2024	\$1,859,841.00
DEL TR 1.6 Operational Readiness Assessment Document	02/07/2025	\$1,859,841.00
DEL TR 1.8 Deployment Complete Sign-Off	03/01/2025	\$516,623.00
DEL TR 1.10 Improvement Plan	06/30/2025	\$516,623.00
Total (excluding Passthrough Payments)		\$10,332,452.00

1.2. Pass-through Payments

- 1.2.1. In addition to the One-time Deliverable Payments, Contractor shall acquire the following software components on behalf of the Department prior to go live date as specified in the project schedule. Contractor shall provide actual invoice data for the Pass-through software to the Department, and payment for each invoice will be made in accordance with the payment terms of this Agreement. The initial acquisition cost for the software in Section 1.2.4 shall not exceed \$754,137.00. Any changes to the quantities, or types of software included in Section 1.2.4 will be made via Contract Amendment.
- 1.2.2. Certain software will be delivered to the Department immediately by the Contractor as an agent at the time of purchase, and certain software will be delivered to the Department at the end of the contract term.
- 1.2.3. Contractor shall give the Department notice 90 days in advance of acquisition, upon discovery that the actual costs may exceed the not to exceed amount in Section 1.2.1. Prior to exceeding the cost, the Contractor and the Department shall work together to identify possible solutions that would prevent the Department from payments that exceed the not to exceed amount.

1.2.4.

Item #	License Description	License Basis	Number of Licenses
1	IBM Cognos Analytics User	Per User	200
2	IBM Cognos Information Distribution Users	Per User	100
3	MOVEit DMZ Enterprise	Per Core	8
4	Esri ArcGIS for Desktop	Per User	3
5	SAS Office Analytics – Unlimited Users	Per Core	1 VM with 16 cores
6	Dell/Quest TOAD Data Point Professional Edition	Per User	150
7	Dell/Quest TOAD for Oracle Professional Edition	Per User	5
8	Tableau Desktop – Professional User – License plus Maintenance	Per User	200
9	Tableau Server – Core Enterprise License Service – Core Enterprise Maintenance	Per Core	2 Servers with 8 Core Servers each
10	DataEDO – Bundle w/5 editors and unlimited viewers	Per Instance	1

2. MAINTENANCE & IMPROVEMENTS PHASE PAYMENTS

2.1. Fixed Monthly Payments

- 2.1.1. After Deployment Complete Sign off, and retroactive to the go live date, the Department will pay Contractor a Fixed Monthly Fee each month during the Maintenance & Improvements period, Contractor will submit the Monthly Contract Management Report as outlined in Exhibit B, Section 1.10, prior to invoicing for the month. Any partial months will be paid on a prorated basis.

2.1.2.

MAINTENANCE & IMPROVEMENTS PERIOD	FIXED MONTHLY FEE
Maintenance & Improvements Go-Live start date – 1/31/2026	\$697,262.03
Maintenance & Improvements 2/1/2026 – 1/31/2027	\$716,068.58
Maintenance & Improvements 2/1/2027 – 1/31/2028	\$735,444.53
Maintenance & Improvements 2/1/2028 – 1/31/2029	\$755,391.08

2.1.3. The fixed monthly fee includes 20,000 annual hours to be used for Improvements.

2.2. Pass-through Payments

2.2.1. In addition to the Fixed Monthly Fee during the Maintenance & Improvements period, the Contractor shall invoice the Department Pass-through software license costs for the software components identified in Section 1.2.1. The total not to exceed Pass-through Payments per year are identified in Section 2.1.3.4. Contractor shall provide actual invoice data for the Pass-through software to the Department, and payment for each invoice will be made in accordance with the payment terms of this Agreement. Any changes to the quantities, or types of software included in Section 1.2.1 will be made via Contract Amendment.

2.2.2. Certain software will be delivered to the Department immediately by Contractor as an agent at the time of purchase, and certain software will be delivered to the Department at the end of the contract term.

2.2.3. Contractor shall give the Department notice 90 days in advance of software license renewals, upon discovery that the actual costs may exceed the not to exceed costs in Section 2.2.4. Prior to exceeding the amounts, Contractor and the Department shall work together to identify possible solutions that would prevent the Department from payments that exceed the not to exceed amount.

2.2.4.

MAINTENANCE & IMPROVEMENTS PERIOD	PASSTHROUGH PAYMENTS NTE AMOUNT
Maintenance & Improvements Go-Live start date – 1/31/2026	\$408,079.00
Maintenance & Improvements 2/1/2026 – 1/31/2027	\$428,482.00
Maintenance & Improvements 2/1/2027 – 1/31/2028	\$449,907.00
Maintenance & Improvements 2/1/2028 – 1/31/2029	\$472,402.00

2.3. Database Infrastructure

2.3.1. The Parties agree:

2.3.1.1. The infrastructure configurations and assumptions for the databases Contractor used to determine pricing for this Contract are shown in Exhibit Q, Table 1, System Infrastructure Assumptions.

2.3.1.2. The Contractor will observe and report the utilization of the system no later than 90 days before the operations start date, or to a date agreed to by the parties.

2.3.1.3. If Contractor's reported observations lead to infrastructure requirements that are materially different than the information shown in Exhibit Q, Table 1 in order to meet the performance requirements of this Contract, the Parties shall use the Change Management Process to make any necessary modifications to infrastructure requirements.

2.3.1.4. If the modifications required cannot be made through the Change Management Process, such as increases in Contract costs, decreases in Contract costs or changes to contract requirements, the Parties will negotiate an amendment to this contract in good faith.

2.3.1.5. If the Department is unable to fund any additional necessary infrastructure described in this section or otherwise amend the contract to increase infrastructure without changing the total funding of the contract, Contractor is only required to provide the database infrastructure shown in Exhibit Q, Table 1, as amended by any modifications or change orders.

2.3.1.6. In the event additional database infrastructure capacity is needed, the Parties agree to use the following rates:

Additional Oracle Exadata CPU (beyond Exhibit Q) – Monthly Rate per CPU
\$793.00

2.3.2. SLAs

2.3.2.1. If a SLA has been or appears will be impacted in terms of feasibility or achievability when using the infrastructure configurations in Exhibit Q, Table 1, the Parties will negotiate an amendment to this contract in good faith.

2.3.2.2. Contractor shall deliver a review of the SLA challenges encountered along with a recommended action plan, if any, to address the impacted SLA.

2.3.2.3. Upon Receipt of the recommended action plan, QMPs tied to the impacted SLA will be treated as N/A by the Department and billable until corrective actions are completed or a contract amendment is executed.

2.4. Optional Pricing Component.

2.4.1. The Department may, at its sole discretion, elect to procure the Federal Reporting solution from Contractor. The Federal Reporting solution also called CMdS Federal Reporting (T-MSIS, MAR) will have a one-time payment of \$4.2 Million for a project start date no later than January 1, 2026. For any later project start date the one-time payment is increased each calendar year by the greater of three percent (3%) or the CPI-U. The Federal Reporting solution will be compliant with all the requirements as listed in Exhibit O.

2.4.2. The payment amount is conditioned on the assumption below. Prior to option exercise, the State shall confirm each of the items below.

2.4.2.1. Implementation in Contractor's data center, sharing infrastructure with the rest of BIDM. CMdS reporting solution infrastructure shall be sufficiently integrated with the core EDW infrastructure to allow authorized users to easily use/query data from both solutions without switching environments.

2.4.2.2. There will be no new CMS certification audit requirements as a result of this implementation.

2.4.2.3. No changes in state or federal requirements that materially affects Contractor's effort to deliver and operate the solution.

2.4.2.4. The following deliverables will be required:

2.4.2.4.1. Functional Design Specifications.

2.4.2.4.2. Updated RTM.

- 2.4.2.4.3. Updated System Documentation.
- 2.4.2.4.4. Updated System Operations and Maintenance Plan.
- 2.4.2.4.5. Deployment Plan.
- 2.4.2.4.6. Updated Business Continuity and Disaster Recovery Plan.
- 2.4.2.4.7. Updated System Security Plan.
- 2.4.2.4.8. Updated System Turnover Plan.

3. QUALITY MAINTENANCE PAYMENTS & PERFORMANCE STANDARDS

- 3.1. The Department will pay Contractor the following Quality Maintenance Payments (QMPs) as described in this section for meeting performance standards as outlined in Exhibit M (SLA for Performance Standard).
- 3.2. Contractor may earn a QMP for an applicable time period for each performance standard listed in Exhibit M that Contractor meets or exceeds all components of during that time period. If Contractor fails to meet or exceed a performance standard, or any component of a performance standard, or fails to measure or report performance on a performance standard listed in Exhibit M during a time period, then Contractor shall not earn an QMP for that performance standard for that time period.
- 3.3. The Department may make a QMP payment for a performance standard, even if Contractor has not met the performance standard for that QMP, at the Department's discretion.
- 3.4. In the event of a partial quarter during the M&I contract phase, the Department will prorate QMP payments based on performance during the applicable months.
- 3.5. SLAs in Exhibit M that exceed the performance of the legacy system, as determined in the baseline assessment conducted in the transition phase, will be addressed as follows:
 - 3.5.1. Contractor will deliver a review of the SLA challenges encountered along with a recommended action plan, if any, to address the problem. Upon receipt of the recommended action plan, applicable QMPs would be paid by the Department until corrective actions are completed.
- 3.6. SLAs not met due to factors outside the Contractor's control, including transitioned aged infrastructure (hardware/software), will be addressed as follows:
 - 3.6.1. Contractor will deliver a review of the SLA challenges encountered along with a recommended action plan, if any, to address the problem. Upon receipt of the recommended action plan, applicable QMPs would be paid by the Department until corrective actions are completed.
- 3.7. SLAs in Exhibit M where QMPs are not achieved in the first 6 months after Go-Live will be addressed as follows:
 - 3.7.1. Contractor will deliver a review of the SLA challenges encountered along with a recommended action plan.
 - 3.7.2. Applicable QMPs would be paid by the Department upon approval of proposed corrective action plan.
- 3.8. As mutually agreed by the Parties, any performance standards, component of a performance standard or measurement method for any performance standard listed in this table may be

clarified through the use of a Transmittal. The parties may not use a Transmittal to modify the payment amounts of any QMP or add, modify, or delete any performance standard contained herein other than to clarify how a performance standard is to be met or measured.

- 3.9. Quarterly QMP Payment Table. Please refer to Exhibit M, SLA for Performance Standard, for detailed narrative for performance standards. The amounts listed below reflect the annual payout that Contractor may earn for meeting each QMP.

3.9.1.

Performance Standard	BIDM Ongoing Maintenance and Improvements Contract Stage – Year 1 QMP	BIDM Ongoing Maintenance and Improvements Contract Stage – Year 2 QMP	BIDM Ongoing Maintenance and Improvements Contract Stage – Year 3 QMP	BIDM Ongoing Maintenance and Improvements Contract Stage – Year 4 QMP
PM 3-4	\$ 46,484.14	\$ 47,737.91	\$ 49,029.64	\$ 50,359.41
PM 3-5	\$ 27,890.48	\$ 28,642.74	\$ 29,417.78	\$ 30,215.64
PM 3-8	\$ 18,593.65	\$ 19,095.16	\$ 19,611.85	\$ 20,143.76
PM 3-11	\$ 27,890.48	\$ 28,642.74	\$ 29,417.78	\$ 30,215.64
PM 3-14	\$ 74,374.62	\$ 76,380.65	\$ 78,447.42	\$ 80,575.05
PM 3-17	\$ 18,593.65	\$ 19,095.16	\$ 19,611.85	\$ 20,143.76
PM 3-19	\$ 46,484.14	\$ 47,737.91	\$ 49,029.64	\$ 50,359.41
PM 3-20	\$ 46,484.14	\$ 47,737.91	\$ 49,029.64	\$ 50,359.41
PM 3-23	\$ 46,484.14	\$ 47,737.91	\$ 49,029.64	\$ 50,359.41
PM 3-27	\$ 74,374.62	\$ 76,380.65	\$ 78,447.42	\$ 80,575.05
PM 3-30	\$ 18,593.65	\$ 19,095.16	\$ 19,611.85	\$ 20,143.76
PM 3-31	\$ 92,968.27	\$ 95,475.81	\$ 98,059.27	\$ 100,718.81
PM 3-32	\$ 74,374.62	\$ 76,380.65	\$ 78,447.42	\$ 80,575.05
PM 3-33	\$ 111,561.92	\$ 114,570.97	\$ 117,671.12	\$ 120,862.57
PM 3-45	\$ 18,593.65	\$ 19,095.16	\$ 19,611.85	\$ 20,143.76
PM 3-46	\$ 74,374.62	\$ 76,380.65	\$ 78,447.42	\$ 80,575.05
PM 3-47	\$ 111,561.92	\$ 114,570.97	\$ 117,671.12	\$ 120,862.57
TOTAL	\$ 929,682.70	\$ 954,758.10	\$ 980,592.70	\$ 1,007,188.10

3.10. CLARIFICATIONS

- 3.10.1. Calculations to determine if a QMP was earned shall not include:

- 3.10.1.1. Any failure to meet a performance standard that was caused by an event of Force Majeure as defined in Section 18.W., Force Majeure.
- 3.10.1.2. Any failure to meet a performance standard that was caused by a Planned Interruption where the Department has received prior notification.
- 3.10.1.3. Any failure to meet a performance standard that could have been prevented through execution of a written proposal by Contractor that was not implemented at the request of the State.

- 3.10.2. Where time measurement is required in a performance standard, the duration shall be measured from the time the Contractor knows or should know of the issue that caused the time measurement to be required through the time the Department receives notification of resolution. The calculation of any duration shall not include:

- 3.10.2.1. Time period(s) where the Contractor does not have access to a physical State location where access is necessary for problem identification and resolution; or
- 3.10.2.2. Time period(s) where Contractor is unable to obtain necessary information from the State.

- 3.10.3. For all calculations related to QMPs, all decimals shall be rounded to two decimal places, with five and greater rounding up and four and less rounding down, unless otherwise specified.
- 3.10.4. The QMP percentage shall only be applied to a single QMP standard during any reporting period. Performance standards shall be measured in the specified reporting period and treated as pass/fail when calculated for QMP application.
- 3.11. **PERFORMANCE STANDARD REPORTING—QMP**
- 3.11.1. Where applicable, Contractor shall report on QMP progress monthly as part of the 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.
- 3.11.2. 3.11.2. The following are the four results categories that will be used in the Monthly Contract Management Report:
- 3.11.2.1. Met—The criteria for this standard or component were met for the reporting period and deemed Billable/Pass.
- 3.11.2.2. Not Met—The criteria for this standard or component were not met for the reporting period and deemed Not Billable/Fail.
- 3.11.2.3. N/A—This standard or component was not relevant for the reporting period and, therefore, was not measured. These items are deemed Billable.
- 3.11.2.4. 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.
- 3.11.3. Contractor shall include the QMP status along with the invoice as documentation to support the amount of QMP claimed.
- 3.11.4. 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 Monthly Contract Management Report.
- 3.11.5. The SLA score for the total measurement period shall be used to judge the Met or Not Met category for the QMP calculations.
- 3.11.6. SLAs that cannot be measured on a quarterly basis will be paid every quarter and adjusted in the quarter when the SLA is due. If the result of the SLA is Met-No, then the previously paid QMP amounts in that year will be deducted from the total QMP to be paid for that quarter.
- 3.11.7. In the event that Contractor and State 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 the contract.

4. ENHANCEMENT PROJECTS

4.1. Enhancement Project Rate Table

Job Title	Revised Rate per Hour	Enhancement Project Position
Trainer	\$140.00	Training & Documentation Associate

Customer Support Analyst	\$140.00	Business Operations
Quality Assurance Associate	\$140.00	Business Operations
Technical Writer	\$140.00	Project Management
Lead Developer	\$160.00	Reporting Lead
Business Analyst	\$160.00	Business Analyst
Support Engineer	\$160.00	Support Engineer
Senior Database Administrator	\$175.00	Support Engineer
Quality Assurance Engineer	\$160.00	Support Engineer
Senior Manager Database Administrator	\$180.00	Sr. Database Administrator
Operations Analyst	\$160.00	Interfaces Support
Technical Project Manager	\$160.00	Technical Project Manager
Database Administrator Specialist	\$160.00	Database Administrator
Senior Business Analyst Manager	\$160.00	Sr. Business Analyst
Data Migration	\$175.00	ETL Engineer
EDW Takeover Services	\$160.00	Support Engineer

4.2. For the hours above the 20,000 annual committed hours (Improvement hours) included in the O&M fixed fee, the Department will pay Contractor for each Enhancement project for the hours described in the Department-approved requirements for that Enhancement project. The Department, at its sole discretion, may elect to utilize Improvement hours towards Department approved Enhancements.

4.2.1. All Enhancement project hours shall be paid based on the rates as follows:

4.2.1.1. The base hourly rates shown in the Enhancement Project Rate Table above are valid for SFY 2024-2025.

4.2.1.2. For each SFY after SFY 2025, the base hourly rate for Enhancement Projects shall increase by the greater of three percent (3%) or the CPI-U per SFY. The rate increase shall be applicable for hours above and beyond the 20,000 annual committed hours (Improvement Hours) included in the fixed fee.

4.2.2. The Base Hourly Rate shall apply to hours actually expended directly on the Enhancement project work, as accounted for by Contractor.

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. 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.
 - 1.1.2. Change Management Process – The mechanism used to initiate, record, assess, approve and resolve project changes. Project changes are needed when it is necessary to change the scope, time, or to use system Improvement hours for the project. If a Change Request results in an Enhancement, then the parties will negotiate an amendment to this Contract if the Department intends to move forward with the Enhancement.
 - 1.1.3. Change Request – A formal proposal to modify a document, Deliverable, Work Component, or baseline; a formal proposal to make a System change; or a formal proposal to make any other System modification.
 - 1.1.4. Child Health Plan Plus (CHP+) – Colorado’s public low-cost health insurance for certain children and pregnant women. It is for people who earn too much to qualify for Health First Colorado (Colorado's Medicaid Program), but not enough to pay for private health insurance.
 - 1.1.5. 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.
 - 1.1.6. Colorado Revised Statutes (C.R.S.) – The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.
 - 1.1.7. Consumer Price Index-Urban (CPI-U) – The Consumer Price Index for All Urban Consumers published by the US Department of Labor, Bureau of Labor Statistics.
 - 1.1.8. Data – State Confidential Information and other State information resources transferred to Contractor for the purpose of completing a task or project assigned in the Statement of Work.
 - 1.1.9. Deliverable – Any tangible or intangible Work Product 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.
 - 1.1.10. 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.
 - 1.1.11. Enhancements – Items that provide new functionality such as new reports or data feeds, funded projects that are outside of existing contract scope (e.g., new federal mandates, state mandates & new hardware and software purchases).
 - 1.1.12. ESI Platform – Planned future Enterprise solutions integration platform for the Department.

- 1.1.13. 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.
- 1.1.14. Go-Live – The period when the Production environment is first accessed by authorized users to support business functions to the time when the Department formally accepts the system.
- 1.1.15. Health First Colorado – Colorado’s Medicaid Program.
- 1.1.16. Health Insurance Portability and Accountability Act (HIPAA) – The Health Insurance Portability and Accountability Act of 1996, as amended.
- 1.1.17. Help Desk – Department or group of individuals staffed by Contractor that provides user assistance and information to Department users through multiple communication channel such as but not limited to email and telephone.
- 1.1.18. Improvements – Tasks that are necessary to improve/optimize system performance and usability of the data warehouse including any logic updates that improve the accuracy or integrity of the data reporting.
- 1.1.19. Interface – The place where an MES Module and another MES Module or system meet to provide or exchange data, execute transactions, or pass messages.
- 1.1.20. Key Personnel – The position or positions that are specifically designated as such in this Contract.
- 1.1.21. Member – Any individual enrolled in the Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
- 1.1.22. Module – A packaged, functional business process or set of processes implemented through software, data, and interoperable interfaces that are enabled through design principles in which functions of a complex system are partitioned into discrete, scalable, reusable components.
- 1.1.23. Operational Start Date – When the Department authorizes Contractor to Go-Live, after completion of all transition activities.
- 1.1.24. Other Personnel – Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.
- 1.1.25. Provider – Any health care professional or entity that has been accepted as a provider in the Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
- 1.1.26. Start-Up Period – The period starting on the Contract Performance Beginning Date and ending when the initial set of deliverables are approved by the Department.
- 1.1.27. Transition Artifacts – Documents, files, or objects related to the design, operation, or transition the system, such as documentation, template, diagram, specifications, plan, process descriptions, procedures, output, or configurations.

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. CFR – Code of Federal Regulations

- 2.1.2. CHP+ – Child Health Plan Plus
- 2.1.3. CORA – Colorado Open Records Act, C.R.S. §24–72–200.1, et. seq.
- 2.1.4. COTS – Commercial Off the Shelf
- 2.1.5. C.R.S. – Colorado Revised Statutes
- 2.1.6. CPI – Consumer Price Index
- 2.1.7. CPI-U – CPI for all urban consumers
- 2.1.8. EPMO – Enterprise Project Management Office
- 2.1.9. ESI – Enterprise Solution Integration
- 2.1.10. HIPAA – Health Insurance Portability and Accountability Act of 1996, as amended.
- 2.1.11. ICD – Interface Control Document
- 2.1.12. MES – Medicaid Enterprise Solution
- 2.1.13. MFCU – the Colorado Medicaid Fraud Control Unit in the Colorado Department of Law
- 2.1.14. PCI – Payment Card Information
- 2.1.15. PHI – Protected Health Information
- 2.1.16. PII – Personally Identifiable Information
- 2.1.17. SDLC – Systems Development Life Cycle
- 2.1.18. SFY – State Fiscal Year
- 2.1.19. SME – Subject Matter Expert
- 2.1.20. T-MSIS – Transformed Medicaid Statistical Information System
- 2.1.21. U.S.C. – United States Code
- 2.1.22. VARA – Visual Rights Act of 1990

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, 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 to ensure 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, as long as it is within the scope of the contract.
- 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 Contractor's responsibilities under this Contract.
- 1.5. Contractor shall maintain complete and detailed records of all meetings, SDLC documents, presentations, Project Artifacts, and any other interactions or Deliverables 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 either the Department or an MES Vendor from the Department-approved timeline set forth in the Project Schedule will be subject to the change control process.
- 1.7. Deliverables and Project Artifacts
 - 1.7.1. All Deliverables and Project Artifacts shall meet Department-approved format and content requirements. Unless otherwise specific in Exhibit B, Statement of Work, Contractor shall produce all Deliverables and Project Artifacts according to the due dates found in Exhibit B, Section 1.20, Deliverables List due dates, or the Department-approved Project Schedule, as applicable.
 - 1.7.1.1. Contractor shall submit each Deliverable and Project Artifact in electronic media to the Department for review and approval and shall adhere to the following Deliverable and Project Artifact 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 Project Artifact.
 - 1.7.1.1.2. Create a draft in the Department-approved format for the individual Deliverable and Project Artifact.

- 1.7.1.1.3. Perform internal quality control review(s) of the Deliverable and Project Artifact, 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 Project Artifact within ten (10) Business Days after the Department receives the Deliverable and/or Project Artifact and may direct Contractor to make changes to the Deliverable and/or Project Artifact, to the extent the Deliverable and/or Project Artifact does not satisfy Contractual requirements, obligations, or specifications. Contractor shall make all changes within five (5) 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 Contractor's changes within three (3) Business Days and may, at the Department's discretion, accept the Deliverable and/or Project Artifact or may direct further changes.
 - 1.7.1.2.1. Changes the Department may direct include, but are not limited to, modifying portions of the Deliverable or Project Artifact, requiring new pages or portions of the Deliverable or Project Artifact, requiring resubmission of the Deliverable or Project Artifact, 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 Project Artifact 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 Project Artifact to assist the Department during its review. Contractor shall provide the clarification or walkthrough as directed by the Department. Any deliverable not rejected by the Department within the ten (10) Business Day review, or three (3) Business Day re-review timeline if applicable shall be considered accepted.
 - 1.7.1.2.3. If the Department rejects a Deliverable or Project Artifact more than once or additional time has been granted for Contractor re-work, the Contractor shall work with the Department to review the Deliverable or Project Artifact and any impacts to any Department-approved schedule.
- 1.7.1.3. Once the Department has received an acceptable version of the Deliverable or Project Artifact, including all changes directed by the Department, the Department will notify Contractor of its acceptance of the Deliverable or Project Artifact in writing. Once the Department review period ends, a Deliverable or Project Artifact shall be deemed accepted by the Department, unless the Department either provides written notice to Contractor of its rejection of the Deliverable or Project Artifact or provides Contractor conditional acceptance of that Deliverable or Project Artifact.
- 1.7.2. Contractor shall employ an internal quality control process to confirm that all Deliverables and Project Artifacts are complete, accurate, easy to understand and of high quality, as

described herein. Contractor shall provide Deliverables and Project Artifacts that, at a minimum, are responsive to the specific requirements for that Deliverable or Project Artifact, 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 Project Artifacts for reference as directed by the Department.

- 1.7.3. In the event any due date for a Deliverable or Project Artifact 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, Project Artifact, 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 Project Artifact contains ongoing responsibilities or requirements for the Contractor, such as Deliverables or Project Artifacts that are plans, policies, or procedures, then Contractor shall comply with all requirements of the most recently approved version of that Deliverable or Project Artifact. Contractor shall not implement any version of any such Deliverable or Project Artifact prior to receipt of the Department's written approval of that version of that Deliverable or Project Artifact. Once a version of any Deliverable or Project Artifact described in this subsection is approved by the Department, all requirements, Milestones and other Deliverables or Project Artifacts contained within that Deliverable or Project Artifact shall be considered to be requirements, Milestones, Deliverables, and Project Artifacts of this Contract.
 - 1.7.6.1. Any Deliverable or Project Artifact described as an update of another Deliverable or Project Artifact shall be considered a version of the original Deliverable or Project Artifact for the purposes of this subsection.
- 1.8. Stated Deliverables, Project Artifacts, and Performance Standards
 - 1.8.1. Any section within this Statement of Work headed with or including the term "DELIVERABLE," "PROJECT ARTIFACT," or "PERFORMANCE STANDARD" is intended to highlight a Deliverable, Project Artifact, or performance standard contained in this Statement of Work and identify a clear due date or location where the due date is retained for the Deliverables and Project Artifacts. The sections with these headings are for ease of reference not intended to expand or limit the requirements or responsibilities related to any Deliverable, Project Artifact, or performance standard, except to identify the due date or location where the due date is retained for the Deliverables and Project Artifacts.
 - 1.8.2. Contractor shall deliver each new and revised Deliverable or Project Artifact, whether the Project Artifact is part of a Deliverable or a standalone Project Artifact that is not a part of a Deliverable, to the Department for review and approval. Contractor shall not execute activities, obligations, responsibilities, specifications, or other requirements prior to the Department's approval of the new or revised Deliverable and/or Project Artifact.

- 1.8.3. Contractor shall implement or otherwise perform all tasks, obligations, tracking information, roles, schedules, or other responsibilities set forth in all new and revised Deliverables or Project Artifacts, whether the Project Artifact is part of a Deliverable or a standalone Project Artifact, in conformity with the Deliverable or Project Artifact, after obtaining the Department's approval of each new or revised Deliverable or Project Artifact.
- 1.8.4. Unless otherwise specified in this Contract, or unless circumstances require more frequent reviews or updates, Contractor shall review, update, and submit revised Deliverables and Project Artifacts no less often than on an annual basis. The due date for annual reviews and updates related to each Deliverable and Project Artifact shall be identified in the Project Schedule. If no changes have occurred with respect to a specific Deliverable or Project Artifact, Contractor shall identify that no changes have been made to the identified Deliverable or Project Artifact. The review process identified in Exhibit E, Section 1.7.1.2. shall apply to all revised Deliverables and Project Artifacts.
- 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 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. Contractor shall provide remote conferencing availability for the purpose of meeting with the Department and the Department's vendors or other stakeholders.
 - 1.9.2.1. Contractor shall provide remote conferencing space when requested by the Department.
 - 1.9.3. Contractor shall have access to and use the same or compatible email, calendar, and communication tools as the Department.
 - 1.9.3.1. At the time of execution of this Contract, those tools are Gmail, Google Calendar, and Google Chat.
 - 1.9.3.2. The Department will provide notice to the Contractor during the term of this Contract if its email, calendar, and communication tools change.
 - 1.9.4. The Department will use a transmittal process to provide 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:
 - 1.9.4.1. The date the transmittal will be effective.
 - 1.9.4.2. Direction to Contractor regarding performance under the Contract.
 - 1.9.4.3. A due date or timeline by which Contractor shall comply with the direction contained in the transmittal.
 - 1.9.4.4. The signature of the Department employee who has been designated to sign transmittals.
 - 1.9.4.4.1. 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 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.

- 1.9.5. 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.
- 1.9.5.1. 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.
- 1.9.6. If the 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.
- 1.9.7. 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.
- 1.9.8. 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 the Contractor, and the Department may provide day-to-day communication to the Contractor without using a transmittal.
- 1.9.9. Contractor shall retain all transmittals for reference in a searchable format and shall provide copies of any received transmittals upon request by the Department.
- 1.9.10. Contractor shall maintain all necessary software to support transmittals and the process Contractor and Department will use to submit, review, and approve transmittals.

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 for the EDW takeover project.
 - 1.10.1.1.1. Includes the following attendees:
 - 1.10.1.1.1.1. Key Personnel.
 - 1.10.1.1.1.2. Department Leadership.
 - 1.10.1.1.1.3. Department Project Team Members.
 - 1.10.1.1.1.4. Any other relevant and needed persons or organizations, as defined by the Department.
 - 1.10.1.1.2. Develop Kickoff Meeting materials and an agenda that contains, at a minimum, the following:
 - 1.10.1.1.2.1. Initial timelines for starting the Work and creating initial Deliverables.
 - 1.10.1.1.2.2. Establishment of communication channels to describe how the Work is to be completed.

- 1.10.1.1.2.3. Transmission methods and specific Deliverable or Project Artifact templates or requirements.
- 1.10.1.1.2.4. Any other item required to initiate that Work is started and completed on time.
- 1.10.1.1.3. Prepare Kickoff Meeting Minutes and submit to the Department for review and approval.
- 1.10.1.2. The Contractor shall work with the EPMO to establish the format for and begin submitting the weekly Project Status Report.
- 1.10.1.3. Establish the EDW Project Repository.
- 1.10.1.4. Load the Department approved requirements for the Requirements Traceability Matrix into the lifecycle tool.
- 1.10.1.5. Prepare and submit the initial deliverables:
 - 1.10.1.5.1. Project Management Plan.
 - 1.10.1.5.2. Project Schedule.
 - 1.10.1.5.3. Communication Management Plan.
 - 1.10.1.5.4. Deliverable Management Plan.
 - 1.10.1.5.5. Risk and Issue Management Plan.
 - 1.10.1.5.6. Resource Management Plan.
 - 1.10.1.5.7. Change Management Plan.
 - 1.10.1.5.8. System Test Plan.
 - 1.10.1.5.9. Transition Plan.
 - 1.10.1.5.10. Background Check Attestation.
 - 1.10.1.5.11. Subcontractor Information.
- 1.10.2. PROJECT ARTIFACT: Kickoff Meeting Agenda & Materials (Reference: part of DEL 1.1 Project Plan & Schedule)
- 1.10.3. DUE: Three Business Days prior to the Kickoff Meeting
- 1.11. Performance Reviews
 - 1.11.1. The Department may conduct performance reviews or evaluations of Contractor in relation to the Work performed under the Contract.
 - 1.11.2. The Department may work with 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 information necessary for the Department to complete performance reviews or evaluations, 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 the Contractor to review and provide input to any performance reviews or evaluations prior to the Department making any performance review available to the public. Performance reviews and evaluations shall not include any trade secrets, confidential commercial data, and confidential financial data, as defined in the Colorado Open Records Act.

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 reprocure 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 Contractor requires access to any Department computer system to complete the Work, 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 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. PROJECT ARTIFACT: Completed Contractor Suspected Fraud Written Notice Form
 - 1.14.3.2. DUE: Within three (3) 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. PROJECT ARTIFACT: Contractor Suspected Fraud Written Notice Revisions and Additional Information
 - 1.14.4.2. DUE: Within three (3) 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. PROJECT ARTIFACT: Completed Contractor Suspected Fraud Written Notice Form

- 1.15.3.2. DUE: Within three (3) 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. PROJECT ARTIFACT: Contractor Suspected Fraud Written Notice Revisions and Additional Information
- 1.15.4.2. DUE: Within three (3) Business Days following the Department's request, unless the Department provides for a different period in its request

2. CONTRACTOR PERSONNEL

2.1. Personnel General Requirements

- 2.1.1. Contractor shall not permit any individual proposed for assignment to Key Personnel positions, to perform any Work prior to the Department's approval of that individual to be assigned as Key Personnel.
- 2.1.2. Contractor shall not voluntarily change individuals in Key Personnel positions without the prior written approval of the Department. Contractor shall supply the Department with the name, resume and references for any proposed replacement whenever there is a change to Key Personnel. Any individual replacing Key Personnel shall have qualifications that are equivalent to or exceed the qualifications of the position, unless otherwise approved in writing by the Department.
- 2.1.3. 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.
- 2.1.4. If any of Contractor's Key Personnel or Other Personnel are required to have and maintain any professional licensure or certification issued by any federal, state or local government agency, then Contractor shall submit evidence of such current licenses and certifications to the Department.
- 2.1.5. Contractor's Key Personnel and Other Personnel assigned to the Contract shall maintain normal business hours, Monday through Friday, from 8:00 am to 5:00 pm, Mountain Time (MT), on all Business Days, except for scheduled shift differentials, Department-approved and pre-scheduled training sessions, and agreed holidays. Contractor shall also provide support after normal business hours when requested by the Department. The Department will provide sufficient notice as defined in the approved Communication Management Plan.
- 2.1.6. Contractor's Key Personnel and Other Personnel shall be available for meetings, including all regularly scheduled meetings between Contractor and 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.
- 2.1.7. Contractor's Key Personnel assigned to the Contract shall be available for on-site meetings as requested by the Department. Reasonable notice shall be provided. Contractor shall also provide Other Personnel for critical on-site meetings as requested on a limited basis.
- 2.1.8. 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.

- 2.1.9. 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.
- 2.1.10. 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, unless the Department gives prior, written permission to be physically present at the location of a meeting or to attend by telephone. The Contractor shall provide all additional equipment necessary for attendance by virtual conferencing, including any virtual meeting space or telephone conference lines.
- 2.1.11. The 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 – listed in Exhibit B.
- 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 Contract Performance Beginning Date
 - 2.3.3.3. The Contractor shall obtain prior consent and written approval for any use of Subcontractor(s).
 - 2.3.4. The use of Subcontractors shall be clearly explained in the Resource Management Plan, and any Subcontractor shall be identified by the organization's name. At a minimum, the Subcontractor information shall include the following for each Subcontractor:
 - 2.3.4.1. Name.
 - 2.3.4.2. Address.
 - 2.3.4.3. The general scope of work to be performed by each Subcontractor.
 - 2.3.4.4. Subcontractor's willingness to perform such work.

- 2.3.4.5. Certification that the Subcontractor does not discriminate in its employment practices.
- 2.3.5. Contractor shall report to the Department annually any information on its use of Subcontractors, certifying that the Subcontractor meets the employment practices mandated by federal and State of Colorado statutes and regulations. Subcontractors are subject to the same location requirements as the Contractor. The Department reserves the right to request a Subcontractor's SOW for review.
- 2.3.6. In the event that the Contractor hires a new subcontractor within the annual time frame, the Contractor shall notify the Department within three (3) Business Days

3. ADMINISTRATIVE REPORTING REQUIREMENTS

- 3.1. Contractor shall provide all reports listed in this section in the format directed by the Department and containing the information requested by the Department.
- 3.2. Administrative Reporting
 - 3.2.1. Contractor shall provide an Administrative Report to the Department, upon the Department's request, covering the period directed by the Department.
 - 3.2.1.1. The Administrative Report shall contain mutually agreeable information regarding the Contractor's staffing, expenses and revenues relating to the Work, as directed by the Department for the period that the report covers. This information may include:
 - 3.2.1.1.1. Number of Full Time Equivalent per position category, and total salary expenditure for that position category.
 - 3.2.1.1.2. Operating expenses broken out by category, as determined by the Department.
 - 3.2.1.1.3. Number of staff that were newly hired and separated and number of vacant positions, broken out by position category, as determined by the Department.
 - 3.2.1.1.4. Administrative expenditures, such as payments to Subcontractors and Providers, broken out by source as directed by the Department.
 - 3.2.1.2. Contractor shall deliver the Administrative Report to the Department within 10 Business Days following the request by the Department for that report. The Department may create a fixed schedule for the Contractor's submission of the Administrative Report by delivering the schedule to the Contractor in writing. The Department may change or terminate any fixed schedule it creates by notifying the Contractor in writing of the change or termination.
 - 3.2.1.2.1. DELIVERABLE: Administrative Report
 - 3.2.1.2.2. DUE: Within 10 Business Days after the Department's request. If the Department has delivered a fixed schedule to the Contractor, then the Contractor shall deliver the report as described in the most recent version of that schedule.

4. INFORMATION TECHNOLOGY RELATED REQUIREMENTS

- 4.1. Protection of System Data
 - 4.1.1. In addition to the requirements of the main body of this Contract, if Contractor or any Subcontractor is given access to State Records by the State or its agents in connection with Contractor's performance under the Contract, Contractor shall protect all 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.

- 4.1.2. For the avoidance of doubt, the terms of this Exhibit shall apply to the extent that any of the following statements is true in regard to Contractor access, use, or disclosure of State Records:
 - 4.1.2.1. Contractor provides physical or logical storage of State Records.
 - 4.1.2.2. Contractor creates, uses, processes, discloses, transmits, or disposes of State Records.
 - 4.1.2.3. Contractor is otherwise given physical or logical access to State Records in order to perform Contractor's obligations under this Contract.
- 4.1.3. Contractor shall, and shall cause its Subcontractors, to do all of the following:
 - 4.1.3.1. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Contract.
 - 4.1.3.2. 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.
 - 4.1.3.3. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
 - 4.1.3.4. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
 - 4.1.3.5. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to the State.
- 4.1.4. Colorado Information Security Policy (CISP) Compliance
 - 4.1.4.1. 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 <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies> under Information Security.
 - 4.1.4.2. 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.
 - 4.1.4.3. 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. After Go-Live, the Contractor shall assess its compliance with the CISPs on an annual basis and deliver to the State a new signed CISP Attestation.
 - 4.1.4.3.1. DELIVERABLE: CISP Attestation
 - 4.1.4.3.2. DUE: Within 30 Business Days of the Operational Start Date then annually, by June 30th of each year.
 - 4.1.4.4. 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.

4.1.5. Health and Human Services HIPAA Security Rule Risk Assessments

- 4.1.5.1. Contractor shall deliver to the State a signed 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. After Go-Live, the Contractor shall annually repeat the 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 HHS Attestation, on a form provided by the Department.
- 4.1.5.2. DELIVERABLE: HHS Attestation
- 4.1.5.3. DUE: Within 30 Business Days of the Operational Start Date then annually, by 30th of each year.
- 4.1.5.4. 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.
- 4.1.6. Subject to Contractor’s reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the State with scheduled access for the purpose of inspecting and monitoring access and use of State Records, maintaining State systems, and evaluating physical and logical security control effectiveness.
- 4.1.7. 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.
- 4.1.7.1. 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.
- 4.1.7.1.1. DELIVERABLE: Background Check Attestation
- 4.1.7.1.2. DUE: Within 30 Business Days of the Contract Performance Beginning Date
- 4.1.7.2. 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.

4.2. Data Handling

- 4.2.1. The State, in its sole discretion, may securely deliver State Records directly to Contractor. Contractor shall maintain these State Records only within facilities or locations that Contractor has attested are secure, including for the authorized and approved purposes of backup and disaster recovery purposes. 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 the State.

- 4.2.2. 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.
- 4.2.3. 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 and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 30 Business Days of the State's request , 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. 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 legislation 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.
- 4.2.4. 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 submit its data processing facilities for an audit of the measures referred to in this Exhibit in accordance with the terms of this Contract.

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> <p>By: _____ Greg Tanner, Controller; Department of Health Care Policy and Financing</p> <p>Option Effective Date: _____</p>
---	---

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 but not limited to, §§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, race, color, national origin, age, sex, religion or handicap, 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 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 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, under this Contract, including, but not limited to, data, software and software modifications designed, developed, created or installed using Contract Funds, 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. The State claims sole ownership and all ownership rights in all copyrightable software designed, developed, created or installed under this contract, including, but not limited to:
 - 4.1.5.1. Data and software, or modifications thereof 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.
 - 4.1.5.3. All other Work Products or documents 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 data, software, software modifications or any other Work Product 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 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, 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 developed by the Contractor or subcontractor, including all source codes, 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, Lydie Quebe, on behalf of Conduent State Healthcare, 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:  5FB8C879DFC84BB...

Printed Name: Lydie Quebe

Title: Vice President

Date: 12/26/2023 | 06:46 PST

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 the 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. Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the State with scheduled access for the purpose of inspecting and monitoring access and use of State Records, maintaining State systems, and evaluating physical and logical security control effectiveness. The use of "access" in this section refers to physical, and not network access.

2. DATA HANDLING

- A. 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.

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 during implementation, 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, but no later than ten (10) business days, from the delivery of the Work or Deliverable and shall not be unreasonably delayed or withheld. If no communication by the State has been received within 10 business days of delivery, the Work or Deliverable shall be deemed Accepted. 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 similarly function designed to interfere with or damage the normal operation of Information Technology resources. Contractor's warranties under this section shall apply to any defects or material nonconformities discovered within 180 days following delivery of any Work or Deliverable.
- B. Upon notice during the warranty term or 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 non-conformity 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. Provided the Contractor is not able to re-perform, repair, or replace such Work or Deliverable, Contractor shall refund to the State all amounts paid for such Work or Deliverable, as well as pay to the State any additional amounts reasonably necessary for the State to procure alternative goods or services or substantially equivalent capability, function, and performance.
- C. Any Work of 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 of 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 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
- iii. 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.
- iv. 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:
 - a. The performance of security audit and penetration tests, as requested by OIS.
- v. 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 the Contract or reasonable 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 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.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

EXHIBIT J, EDW REQUIREMENTS

Number	Requirement
EDW.1 Data Architecture: Operational Data Store (ODS) and reporting layer data models.	
EDW.1-1	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.1-2	The Contractor shall maintain or improve core data warehouse capabilities so the development of system architecture for data organization and storage shall follow a proven, industry best practice methodology that meets the Department's and ESI governance best practices and standards for interface file processes.
EDW.1-3	<p>The Contractor shall maintain or improve core data warehouse capabilities to ensure that all software and systems interact and coordinate as appropriate for optimal overall data warehouse service delivery.</p> <p>All interfaces, software, and data shall be compatible to ensure that the maximum efficiency of the data warehouse is achieved.</p>
EDW.1-4	<p>The Contractor shall maintain core data warehouse capabilities to ensure that the architecture used for the data warehouse allows for data to be easily and quickly added, removed, or enhanced as required by the Department.</p> <p>The data warehouse shall have the ability to accept any data as required by the Department.</p>
EDW.1-5	The Contractor shall maintain core data warehouse capabilities to provide a scalable and open architecture, which can interface with other systems in the future as required by the Department.
EDW.1-6	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.1-7	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.1-8	The Contractor shall maintain or improve core data warehouse capabilities to maintain an architecture that will provide an analytic solution that is timely, accurate, usable, and easily accessible to support program analysis and decision-making.
EDW.1-9	The Contractor shall maintain or improve core data warehouse capabilities to promote the use of best practices to optimize data for query, retrieval, and reporting.
EDW.1-10	The Contractor shall maintain core data warehouse capabilities to provide equal response time to an authorized data warehouse user performing analysis regardless of the production data warehouse environment used, if more than one production environment is provided.

EDW.1-11	The Contractor shall maintain or improve core data warehouse capabilities to provide an architecture that clearly defines service end points that add functionality without requiring pervasive or broad changes to the data warehouse. The data warehouse shall incorporate modularity for ease in improvements and upgrades.
EDW.1-12	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.1-13	The Contractor shall maintain core data warehouse capabilities so all system tools return the same results when the same parameters are used.
EDW.1-14	The Contractor shall maintain core data warehouse capabilities to provide and maintain all service delivery documentation related to the design of each module/component and its interaction with other modules/components as appropriate.
EDW.1-15	The Contractor shall maintain or improve core data warehouse capabilities to visualize the components and interactions. The Contractor shall provide a holistic, multi-dimensional data view of the architecture requirements to the Department and authorized data warehouse users.
EDW.1-16	The Contractor shall maintain or improve core data warehouse capabilities to provide an approach to Configuration of the data warehouse that can be easily updated and expanded to support Department needs.
EDW.1-17	The Contractor shall maintain or improve core data warehouse capabilities to provide all data warehouse system environment(s), such as multiple environments, multiple application layers and hub architecture, necessary to perform all required functionality and Work under this Contract.
EDW.1-18	The Contractor shall maintain core data warehouse capabilities to run multiple sessions simultaneously and have multiple views in the same environments, application, and System Tools.
EDW.1-19	The Contractor shall maintain core data warehouse capabilities to run multiple applications simultaneously while accessing data in the data warehouse.
EDW.1-20	The Contractor shall provide software that should not inhibit the simultaneous use of other Department software that accesses the data warehouse. Any Department Software that would access the data warehouse will be implemented through the Change Management Process.
EDW.2 Data Governance: Governance agreements and processes for data in the EDW.	
EDW.2-1	The Contractor shall conduct the transfer of data in accordance with policy, standards, and requirements established by the Department and the ESI Contractor in accordance with the governance process for transmitting interface files accurately, correctly, and timely.

EDW.2-2	The Contractor shall maintain and update a Data Governance Plan and collaborate with the Department in the development, implementation, and maintenance of the Data Governance Plan.
EDW.2-3	The Contractor shall maintain core data warehouse capabilities to support generated reports and provide immediate access to the data warehouse generated reports for a minimum of ten (10) years. The Contractor shall archive all data warehouse generated reports once immediate access is no longer available. This requirement shall not apply to authorized data warehouse user generated reports.
EDW.2-4	The Contractor shall maintain core data warehouse capabilities to maintain records, as specified by the Department, involving matters in litigation, for the period of time as specified by the Department. The Contractor shall maintain all such records in accordance with the System Operations and Maintenance Plan
EDW.2-5	<p>The Contractor shall maintain core data warehouse capabilities to maintain all data warehouse data to support reporting and analysis.</p> <p>This includes a data storage and management approach that allows a “never delete a record” approach for ease and timeliness in accessing historical records.</p> <p>All data within the past ten (10) years shall be optimized for instantaneous retrieval. Data older than ten (10) years shall be accessible without a special request.</p>
EDW.2-6	The Contractor shall maintain a current and historical cross-walk between NDC and HCPCS/CPT, and other codes sets including JCODEs as identified by the Department, in accordance with the System Operations and Maintenance Plan The cross-walk data will be provided to the Contractor.
EDW.2-7	The Contractor shall maintain core data warehouse capabilities to ensure that data maintained are properly retained, archived, and protected from destruction, in accordance with the System Operations and Maintenance Plan.
EDW.2-8	The Contractor shall maintain core data warehouse capabilities to provide the ability to mask sensitive data for any data exports or reporting.
EDW.2-9	The Contractor shall maintain or improve code sets and logic to flag claims as relevant to 42 CFR Part 2 (Substance Use Disorder).
EDW.2-10	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.2-11	The Contractor shall maintain all current and historical Care and Case Management (CCM) systems data
EDW.2-12	The Contractor shall maintain core data warehouse capabilities to maintain all CMS drug rebate files and associated dates provided from the PBMS and Core MMIS within the data warehouse to capture drug rebate history.
EDW.2-13	The Contractor shall maintain core data warehouse capabilities to maintain current, date specific, effective date, and historical date-sensitive National Drug Code information.

EDW.2-14	The Contractor shall maintain and integrate national pharmaceutical reference data as directed by the Department and take over any existing data that may have been developed and allowed under the previous contract.
EDW.2-15	The Contractor shall maintain or improve core data warehouse capabilities to provide the ability for authorized data warehouse users to identify and exclude records from queries and reports, such as claims/encounters, member and Vital Statistics, based on confidentiality concerns or other reasons.
EDW.2-16	The Contractor shall provide the ability to establish and maintain links of providers to other entities and individuals, as well as between providers and other providers, practices, and billing organizations.
EDW.3 Interfaces and Extract, Transform & Load (ETL): The capture, formatting, and provision of data to systems that are used for producing reports via inbound/outbound data interfaces.	
EDW.3-1	The Contractor shall validate, edit, and accept all interface files as identified by the Department.
EDW.3-2	The Contractor shall maintain or improve core data warehouse capabilities to perform ETL functionality to integrate data from all identified sources into a functional data warehouse.
EDW.3-3	In the future, Contractor shall build ETL functionality to transform data from the data warehouse to the data marts, as directed by the Change Management process.
EDW.3-4	The Contractor shall maintain core data warehouse capabilities to timestamp all data uploaded to the data warehouse, data warehouse interfaces, and Data Exchanges with the time and date of upload.
EDW.3-5	The Contractor shall maintain core data warehouse capabilities to identify the source of all data.
EDW.3-6	The Contractor shall adhere to the approved process for interface control documents.
EDW.3-7	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.3-8	The Contractor shall maintain core data warehouse capabilities to perform data ETL functionality according to Department standards for all data flowing through a data warehouse Interface, a data warehouse Data Exchange, or a process for obtaining External Data.
EDW.3-9	The Contractor shall maintain core data warehouse capabilities to ensure the end to end data integrity meets the accuracy, completeness, and reliability defined by the Department and the ESI Contractor.
EDW.3-10	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.3-11	The Contractor shall maintain or improve core data warehouse capabilities to provide the ability to accept, transform, and load HL7 transactions as either a data warehouse Interface or Data Exchange.

EDW.3-12	The Contractor shall maintain or improve the process that enforces communication back to the vendor from where the data discrepancy originated. The Contractor shall in parallel also notify the Department of the data discrepancy.
EDW.3-13	The Contractor shall maintain core data warehouse capabilities to archive raw interface files after sixty (60) calendar days.
EDW.3-14	The Contractor shall maintain core data warehouse capabilities to provide the ability to access and reprocess raw data warehouse Interface and data warehouse Data Exchange files for at least sixty (60) calendar days.
EDW.3-15	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.3-16	The Contractor shall maintain core data warehouse capabilities to make the data provided through the data warehouse Interfaces and Data Exchanges available for analysis in the data warehouse and use by System Tools as soon as possible upon receipt. For each data type / source, the Department and the Contractor will identify the expected lag time between data availability and the data warehouse update. Update frequency will depend on the specific data being obtained, as approved by the Department.
EDW.3-17	The Contractor shall maintain or improve core data warehouse capabilities to maintain an audit trail of all actions performed and any data modifications initiated from the interface feed.
EDW.3-18	The Contractor shall maintain or improve core data warehouse capabilities to provide a bidirectional data and reporting feed between the data warehouse to Care and Case Management (CCM) systems.
EDW.3-19	The Contractor shall maintain core data warehouse capabilities to provide a Cognos reporting environment for case management agencies using security roles based on member assignment data in the data warehouse.
EDW.3-20	The Contractor shall maintain core data warehouse capabilities to provide the ability to change the attributes, acceptable values, and properties of data fields as needed.
EDW.3-21	The Contractor shall maintain or improve core data warehouse capabilities to provide middleware to support all existing and future ETL processes, which provides flexibility based on configurable events and delivers alerts when an abnormal condition arises.
EDW.3-22	The Contractor shall maintain responsibility to develop, document, maintain, and provide on a scheduled basis data extracts to Department identified entities per Department specifications and current HIPAA standards.
EDW.3-23	The Contractor shall maintain responsibility to generate and securely transmit, transfer, and retrieve datasets to and from Department specified third parties through secure protocols.
EDW.3-24	The Contractor shall maintain or improve core data warehouse capabilities for authorized users (including Department, other Contractors, and stakeholders) and

	Contractor staff to securely exchange files (e.g., large data files, documents, spreadsheets, zipped files) through secure, HIPAA compliant protocol, such as SFTP, with other Department Contractors, other governmental entities, providers, and stakeholders.
EDW.3-25	<p>The Contractor shall maintain responsibility to develop and maintain Interface Control Documents (ICDs) that describe data warehouse Interfaces and Data Exchanges including any rules for communicating with data warehouse Interface Partners and data warehouse data exchange partners. All ICDs shall:</p> <ul style="list-style-type: none"> - Clearly communicate all possible inputs and outputs from a system for all potential actions. - Conform to guidelines in DHHS' Interface Control Practice Guide and CMS' Interface Control Document unless other guidelines and formats are agreed to by the Department in writing.
EDW.3-26	The Contractor shall work with the Department, data warehouse Exchange Partners, and the ESI Contractor to establish mechanisms and methodologies for each EDW Data Exchange and include those in the appropriate ICDs.
EDW.3-27	The Contractor shall work with the Department and data warehouse Exchange Partners to update mechanisms and methodologies included in all ICDs as needed.
EDW.3-29	The Contractor shall maintain core data warehouse capabilities to support the exchange of data with the data warehouse Interfaces and data warehouse Data Exchanges between the data warehouse and systems with which it interfaces and data exchanges to facilitate business functions that meet the requirements of Department policy, and federal and State rules and regulations.
EDW.3-30	The Contractor shall maintain core data warehouse capabilities to capture, store, and archive, in the data warehouse, all data that is transmitted through the data warehouse Data Exchanges.
EDW.3-31	The Contractor shall maintain core data warehouse capabilities to transmit all appropriate data through data warehouse Data Exchanges as specified in the Department approved Interface Control Document (ICD).
EDW.3-32	The Contractor shall maintain core data warehouse capabilities to develop, document, and implement Data Exchanges for inbound and outbound interfaces.
EDW.3-33	The Contractor shall maintain or improve core data warehouse capabilities which enforce data integrity with original sources to ensure the data warehouse serves as the official record for all reporting.
EDW.3-34	<p>The Contractor shall designate a System Integrator Manager for all phases of the contract, starting upon Contract Effective Date. System Integrator responsibilities include:</p> <ul style="list-style-type: none"> - Ensure that data models integrate with other systems - Work closely with the Department's ESI Contractor - Oversee a data model governance process

	<ul style="list-style-type: none"> - Be responsible for oversight and implementation of standards and practices for interface exchange - Work closely with and coordinate with other State Contractors to ensure the upkeep and maintenance of the Medicaid data model - Be dedicated to the Colorado contract full time during all phases of the Contract
EDW.3-35	The Contractor shall participate in and contribute to the establishment and maintenance of an SDLC process that will govern the Medicaid Enterprise System.
EDW.3-36	The Contractor shall operate in alignment with the policies, standards, and procedures established in the approved SDLC process that will govern the enterprise.
EDW.3-37	The Contractor shall participate in regular and ongoing ESI change management and governance meetings for planning and execution.
EDW.3-38	The Contractor shall follow the established record and interface file rejection criteria as defined by the Department and ESI Contractor.
EDW.3-39	The Contractor shall capture results and report to the Department and the ESI Contractor on Key Performance Indicators on interface performance.
EDW.3-40	The Contractor shall maintain the ability to reject individual records as well as record sets based upon established criteria.
EDW.3-41	The Contractor shall work with ESI and all MES Contractors to assist with troubleshooting of interface files, and other activities as necessary to swiftly resolve interface defects and errors.
EDW.3-42	The Contractor shall provide a primary contact to work with the Department and ESI Contractor for the resolution of all interface issues.
EDW.3-43	The Contractor shall publish, share and update a system data dictionary in a user friendly format such as Excel or PDF.
EDW.3-44	The Contractor shall Identify the source of all interface files and make available via a report log to the Department and the ESI Contractor to review.
EDW.3-45	The Contractor shall maintain or improve core data warehouse capabilities to identify newly eligible children per EPSDT and Department criteria.
EDW.3-46	The Contractor shall maintain or improve core data warehouse capabilities to identify newly eligible pregnant women and existing members newly identified as pregnant per EPSDT and Department criteria.
EDW.3-47	The Contractor shall maintain or improve core data warehouse capabilities to identify children for whom vaccinations are needed based on current EPSDT periodicity schedules.
EDW.3-48	The Contractor shall maintain or improve core data warehouse capabilities to identify the screening and related diagnosis and treatment services each EPSDT member has received, per Department specifications.

EDW.3-49	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.3-50	The Contractor shall provide technical assistance to the Department, Interface Partners, and Exchange Partners to establish, support, and maintain Interfaces and Data Exchanges to provide data flow into and out of the data warehouse.
EDW.4 Data Management: The management, security, configuration, integrity, validity, naming, structure, and accessibility/availability of data within the system.	
EDW.4-1	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.4-2	<p>The Contractor shall maintain or improve core data warehouse capabilities to maintain data standards in the data warehouse. These data standards shall include all of the following:</p> <ul style="list-style-type: none"> - 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 Security – maintain adherence to data encryption and Department approved security protocols and processes . - Non-repudiation of Data – parties to a transaction cannot deny their participation in the transaction. - All data in motion and at rest is encrypted.
EDW.4-3	The Contractor shall maintain core data warehouse capabilities to ensure secure and reliable data exchange across the Department’s enterprise and with external systems to maximize data integrity.
EDW.4-4	The Contractor shall maintain core data warehouse capabilities to transfer all data, documentation, and archives to another vendor during the transition of the Contract and the data warehouse. The data warehouse shall provide fast and accurate information retrieval by other third parties and the Department.
EDW.4-5	The Contractor shall identify and migrate all data warehouse documentation from the incumbent, including but not limited to: detailed system design documents, source-to-target mappings, change request design documents, data model definition, data dictionaries, and system manuals, and provide an online, indexed, content-searchable archive to expedite the retrieval of archived information.
EDW.4-6	The Contractor shall maintain or improve core data warehouse capabilities to organize the data within the data warehouse into a logical, flexible configuration in which individual elements and tables can be linked to each other across conformed dimensions for multiple business uses. The configuration shall be documented and updated upon any change, and the documentation will be made available to authorized data warehouse users and the Department in a downloadable, indexed, and searchable format.
EDW.4-7	The Contractor shall maintain core data warehouse capabilities to ensure all codes and abbreviations used in the data warehouse have corresponding and viewable narrative descriptions.

EDW.4-8	The Contractor shall document all tables, fields, calculated fields, interfaces, and other data warehouse components as required by the Department.
EDW.4-9	The Contractor shall maintain or improve core data warehouse capabilities to document all reports developed as part of this Contract, including data sources, assumptions, calculations, and the necessary information to recreate the report.
EDW.4-10	The Contractor shall document reports, both in the detailed design documentation created for the report as well as in the metadata associated with the specific BI tool being used.
EDW.4-11	The Contractor shall maintain or improve core data warehouse capabilities to provide authorized users with the latest version of any document, with the option to view previous versions.
EDW.4-12	The Contractor shall maintain core data warehouse capabilities to authorize users to upload data, perform automated data validation processing, and manually edit data based on validation findings.
EDW.4-13	The Contractor shall maintain core data warehouse capabilities to provide consistent field names and employ consistent naming convention across tables and data sources as documented in the data warehouse dictionary.
EDW.4-14	The Contractor shall maintain core data warehouse capabilities 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.
EDW.4-15	The Contractor shall maintain core data warehouse capabilities to store and retrieve current and historical information.
EDW.4-16	As identified in the Improvements Plan, the Contractor shall provide multi-dimensional data functionality, such as, data cubes, customized tables, and data marts, to develop, implement, and maintain both derived and aggregated data, such as, total claim costs, unique member counts, and units of service.
EDW.4-17	The Contractor shall maintain core data warehouse capabilities to provide authorized users access to, and analysis of, all data stored in the data warehouse.
EDW.4-18	In the future (6-12 month after steady state) the Contractor shall provide data marts that optimize the querying, analyzing, and reporting of data.
EDW.4-19	The Contractor shall maintain or improve core data warehouse capabilities to provide data models that optimize the querying, analyzing, and reporting of data.
EDW.4-20	In the future (6-12 month after steady state) the Contractor shall provide multi-dimensional data in conjunction with the Department that allows authorized users the ability to query, analyze, and report via System Tools. The Contractor's use of multi-dimensional data shall optimize the retrieval and utilization of data in the data warehouse.
EDW.4-21	The Contractor shall maintain core data warehouse capabilities to provide the ability to accept, store, and search all information received from the incumbent

	Contractor that facilitates fast and accurate information retrieval by the Contractor and Department.
EDW.4-22	The Contractor shall maintain or improve core data warehouse capabilities to store all data models in a repository so that they can be retrieved, expanded, and edited over time.
EDW.4-23	The Contractor shall maintain or improve core data warehouse capabilities so all data models are available online in searchable, readable format.
EDW.4-24	The Contractor shall maintain or improve core data warehouse capabilities to provide complete transparency of all Contractor derived data fields.
EDW.4-25	The Contractor shall maintain core data warehouse capabilities to support both native ICD-9 and ICD-10 codes in all aspects of data warehouse functionality based on the claim/encounter date of service.
EDW.4-27	The Contractor shall maintain core data warehouse capabilities to track the life cycle of claims/encounters from original submission date through all adjustments, including partial and system-generated adjustments. This shall include the ability to clearly identify the most recent version of the claim/encounter.
EDW.4-28	The Contractor shall maintain or improve core data warehouse capabilities to provide and maintain a date-specific cross-walk between accounting codes and other defined data fields.
EDW.4-30	The Contractor shall maintain or improve the process to identify and track all data errors and discrepancies found in the data warehouse, notify the Department, and correct all errors and discrepancies, in accordance with the approved System Operations and Maintenance Plan.
EDW.4-31	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.4-32	The Contractor shall maintain or improve core data warehouse capabilities for authorized data warehouse users to query and report on data relevant to TPL, recoveries, and hospital costs settlements.
EDW.4-33	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.4-34	The Contractor shall maintain the geocoding of all location data and addresses in the data warehouse.
EDW.4-35	The Contractor shall maintain the updating of geocoding references data on a schedule agreed to in writing between the Contractor and the Department or as contained in the appropriate plan under this Contract.
EDW.4-36	<p>The Contractor shall produce and maintain online documentation that is searchable and downloadable, for all business rules, including any exception handling rules.</p> <p>This shall include linking business rules to the particular part of the data warehouse design documents the rule relates to. In addition, during transition, the</p>

	Contractor shall assess and collaborate with incumbent to resolve discrepancies and completeness in the current documentation.
EDW.4-37	The Contractor shall maintain the capability to use and apply a blinded member identifier for the creation of deidentified data sets.
EDW.4-38	The Contractor shall maintain or improve regular, automated data reconciliation processes to ensure: exact reconciliation of transformed Reporting Layer data to untransformed data in ODS; reconciliation of Reporting Layer business key counts to business key counts by data domain (Providers, Capitations, Claims, Managed Care, etc.) from the interChange.
EDW.4-39	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.5 EDW Operations: Technical operations of the EDW.	
EDW.5-1	The Contractor shall update System Documentation for approved Change Requests, modifications, and other system changes, in accordance with an approved Change Management Plan.
EDW.5-2	The Contractor shall maintain or improve the process to provide reports on data warehouse Operation and Performance subject to Department approval in accordance with an approved System Operations and Maintenance Plan.
EDW.5-3	The Contractor shall maintain or improve the process of creating a Change Request form that integrates with the Department's Change Request process.
EDW.5-4	The Contractor shall maintain or improve the process to update 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.
EDW.5-5	The Contractor shall maintain or improve the process to develop and submit to the Department for approval, an electronically available System Operations and Maintenance Plan.
EDW.5-6	The Contractor shall provide attestation to the Department that the data warehouse takeover is operation-ready.
EDW.5-7	The Contractor shall develop and document the Contractor's operating procedures for the Contract.
EDW.5-8	The Contractor shall provide an audit process to identify and track changes to system-generated fields and data, such as calculated fields, functions, and data, and system-based modifications to any master file data, such as member, provider, reference, benefit package, managed care entity enrollment, and interface data.
EDW.5-9	The Contractor shall maintain or improve core data warehouse capabilities to allow authorized users to view, print, export, and analyze an audit trail of any adds or changes made to data files in the data warehouse.
EDW.5-10	The Contractor shall maintain or improve core data warehouse capabilities to review all changes made to fields in the data warehouse and maintain an audit trail for all actions performed. This excludes actions by an authorized user in the Sandbox.

EDW.5-11	The Contractor shall maintain or improve a solution to maintain an audit trail that can be used to identify authorized users who accessed reports (defined as all end products including reports and maps) in the data warehouse, when, and how often.
EDW.5-12	<p>The Contractor shall maintain or improve the process to provide audit trails that are:</p> <ul style="list-style-type: none"> - Accessible, such as through the use of graphical user interfaces and paper layouts; - Easy to read, such as little or no use of codes or abbreviations; and - Easy to understand, such as activities and logs using complete English sentences describing what happened.
EDW.5-13	The Contractor shall maintain or improve the process to provide Monthly Reports on System Operation and Performance.
EDW.5-14	The Contractor shall meet or exceed all operations quality standards as described in the final Service Level Agreements (SLAs) throughout the life of the contract.
EDW.5-15	The Contractor shall maintain or improve the capability for authorized users (including Department, other vendors and stakeholders) to securely exchange files through secure, HIPAA compliant protocols, such as SFTP, with other Department Contractors, other governmental entities, providers, authorized user, Contractor staff, the Department and other Contractors. SFTP or other protocol will be available regardless of what party creates the data or the type of file being exchanged (e.g., text file, zipped, Word document, spreadsheet, etc.).
EDW.5-16	The Contractor shall maintain or improve core data warehouse capabilities to create new fields and to report on the data within the new fields as needed.
EDW.6 General Reporting: Operational support in developing and running “canned” system reports.	
EDW.6-1	The Contractor shall maintain data in all reports that is current, accurate, exportable, searchable, easily accessible, and produce all reports in a timely fashion to meet the report’s delivery deadline.
EDW.6-2	The Contractor shall allow for Reporting to be reproducible by Department staff.
EDW.6-3	The Contractor shall provide prompt-based versions of reports that authorized data warehouse users may run at any time. Prompts shall be defined when the reports are developed.
EDW.6-4	The Contractor must produce and distribute all reports as agreed upon and outlined in the approved Communication Management Plan.
EDW.6-5	<p>The Contractor shall maintain and provide documentation per Department specifications regarding utilization of reports accessed by authorized data warehouse users, including:</p> <ul style="list-style-type: none"> - The frequency of utilization of the report.

	<ul style="list-style-type: none"> - The most recent utilization of the report. - The most common authorized data warehouse users accessing the report.
EDW.6-6	<p>The Contractor shall maintain core data warehouse capabilities to provide documentation of the data warehouse calculations and reports.</p> <p>This shall include documentation of all of the following:</p> <ul style="list-style-type: none"> - The logic that is used to derive all calculations in the data warehouse. - The development, notes, and parameters associated with all reports. - An audit trail for all calculations and reports. - Descriptions of all data elements used in calculations and reporting.
EDW.6-7	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.6-8	The Contractor shall build a solution that easily create, maintain, and publish data warehouse reporting and dashboards to users who may not be provisioned in the system, but rather need to obtain aggregated information and dashboard reporting through Department intranet solutions or an external-facing website. The solution should not expose any PHI or other sensitive data to the report or dashboard viewer.
EDW.6-9	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.6-10	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.6-11	The Contractor shall maintain and provide Management and Administrative Reports (MAR) per the most up-to-date State, federal, and/or Department specifications.
EDW.6-12	The Contractor shall deliver per Department specifications a variety of financial reports to facilitate cost reporting and financial monitoring of all waivers, other long term care benefits and services, and benefits utilization services programs. These shall include both federal reports and other reports beyond federal reporting requirements.
EDW.6-13	The Contractor shall maintain the capability to provide prospective eligibility and enrollment files to Medicare Part C (including DSNP) Plans, also known as Medicare Advantage Plans. These files are generated at the request of Medicare Advantage Plans using data supplied by CMS. The Contractor shall match the information supplied by CMS with the information in the data warehouse, and produce a report containing eligibility and enrollment information from the data warehouse to be returned to the plans.
EDW.6-14	The Contractor shall maintain core data warehouse capabilities to ensure MARs are available for retrieval through the reporting functionality within the data warehouse.
EDW.6-15	The Contractor shall maintain or improve capabilities for authorized users to schedule, automate, and securely deliver or post static, ad hoc and user-defined reports to other authorized users.

EDW.6-16	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.6-18	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.6-19	The Contractor shall maintain core data warehouse capabilities to receive and maintain groupers reimbursement methodologies/classifications, from data suppliers, such as inpatient hospital APR-DRG and ambulatory patient group in the Core MMIS, in the data warehouse for analysis and reporting.
EDW.6-20	The Contractor shall maintain core data warehouse capabilities to associate National Drug Codes (NDCs), as used in the PBMS, into higher level groupings and classifications, such as, therapeutic classes, generic codes and Generic Code Number (GCN), in the data warehouse for querying, analyzing and reporting.
EDW.6-21	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.6-23	The Contractor shall maintain or improve the process to provide and submit to the Department for approval protocols for when and how all authorized data warehouse users will be provided technical support for all reports. This shall include how Department staff and authorized data warehouse users will be provided analytical and technical support.
EDW.6-24	The Contractor shall maintain the data warehouse Member Attribution methodology, as directed by the Department, that enables multiple provider attributions based on members' patterns of care utilization. These attributions may include, but are not limited to, primary care provider, RAE regions, and Single Entry Point (SEP) agencies.
EDW.6-25	As the business rules for Member Attribution are subject to change over time, the Contractor shall archive the Member Attribution business rules so they can be retrieved by Department request for any historical point in time.
EDW.6-26	The Contractor shall work with the Department to investigate, explain, and defend Member Attribution and ACC Enrollment implementations.
EDW.6-27	The Contractor shall perform individual practice audits using external data provided by PCMPs or other organizations to determine why a particular member is or is not attributed to that entity, at the Department's request.
EDW.6-28	The Contractor shall maintain the data warehouse process to implement, run, and store results of a Member Attribution algorithm for all Medicaid eligibles, by delivery system, such as Primary Care, Behavioral Health or Long-Term Care, on a weekly basis.
EDW.6-29	The Contractor shall maintain the data warehouse capability to identify member for enrollment in Health Benefit Plans and/or the Primary Care Provider, based on pre-existing provider-member relationships as determined by Department specifications.
EDW.6-30	The Contractor shall monitor discrepancies and resolve any errors in ACC Enrollment submissions to the Core MMIS Contractor.

EDW.6-31	The Contractor shall document, maintain, and update the ACC Enrollment methodology as directed by the Department.
EDW.6-32	The Contractor shall maintain the data warehouse capability to generate a weekly file for submission to the Core MMIS Contractor to support the ACC Enrollment process according to enrollment business rules as defined by the Department.
EDW.6-33	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.6-34	The Contractor shall maintain or improve the process of identifying and correcting reports with CMS-generated errors and quality issues without a CR. For example, if CMS generates an error in response to a T-MSIS submission, the Contractor will research the issue, identify the problem, and correct the submission without requiring a separate change request.
EDW.6-35	The Contractor shall work collaboratively with the Department to explain, support, and defend Contractor-based operations and reporting to stakeholders, auditors, and other parties when necessary.
EDW.6-36	The Contractor shall maintain or improve the assist for authorized users when they are developing queries and/or reports that are beyond standard utilization norms for their user levels, such as developing advanced analytics, building exceptionally complex reports, or incorporating data from multiple sources.
EDW.6-37	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.6-38	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.6-39	The Contractor shall maintain or improve the ability to identify, query, and report on cases requiring utilization review and case management activities based on criteria defined by the Department.
EDW.6-40	<p>The Contractor shall provide and maintain a comprehensive record of all Contractor developed and generated queries and reports, all data warehouse generated reports, and any queries or reports added to the list by authorized users, to include:</p> <ul style="list-style-type: none"> - Title - Author - Creation date - Last run date - Intended use/purpose - Description - Keywords - Program areas - Filters and methodology
EDW.6-42	The Contractor shall update ACC KPI metrics baseline measurements annually or as directed by the Department.
EDW.6-43	The Contractor shall develop, document, maintain, calculate, and provide quarterly ACC Incentive Payment Calculations per Department specifications.

	Produce and distribute the calculations as agreed upon and outlined in the Communication Management Plan.
EDW.6-44	<p>The Contractor shall develop, document, maintain, and provide comprehensive statistical profiles of health care delivery and utilization patterns by provider, provider practice, and provider peer groups by select criteria, such as categories of services, member demographics, use of covered types of services/items, prescribed drugs, and referrals to specialty care, in conjunction with the Department.</p> <p>Also, provide prompt-based versions of the reports that authorized users may run at any time for specified providers and peer groups for any specified timeframe. Prompts shall be defined when the reports are developed.</p> <p>Produce and distribute the reports as agreed upon and outlined in the Communication Management Plan.</p>
EDW.6-45	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.6-46	The Contractor shall ingest, store, and incorporate into the reporting layer the member Clinical Risk Groups (CRG) from the MMIS system as directed by the Department.
EDW.6-47	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.6-48	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.6-52	<p>The Contractor shall maintain the capability to produce quarterly calculations, by RAE, for all (5) ACC KPI metrics to generate ACC incentive payments per Department KPI measure specifications as described in the link below.</p> <p>ACC KPI metrics currently include: Child and Adolescent Well Visits, Dental Visits, Behavioral Health Engagement, Prenatal Engagement, Emergency Department Visits PKPY (risk adjusted).</p>
	https://hcpf.colorado.gov/sites/hcpf/files/Key%20Performance%20Indicator%20Methodology%20FY%202021-2022.pdf
EDW.6-53	The Contractor shall maintain the capability to generate current and historical ACC reporting monthly with the ability to drill down from the RAE level, to provider, member, and claim level detail.
EDW.6-54	<p>The Contractor shall provide for each report or analysis:</p> <ul style="list-style-type: none"> - Project title - vendor point of contact (staff name) - vendor point of contact email address - location (file path) - purpose - criteria used

	<ul style="list-style-type: none"> - applicable reporting notes - SQL or XML (or other) code <p>If code is not available, screen shots of filter criteria, data elements, and transformation logic should be provided.</p>
EDW.6-55	The Contractor shall maintain the capability to receive daily nursing facility and hospital admissions data from all DSNP plans in the state and parse the admissions for delivery to RAE and MCO plans for care coordination, in accordance with Federal regulations.
EDW.7 System Performance: Hosting all hardware, software and connectivity to ensure the availability of the system.	
EDW.7-1	<p>The Contractor shall maintain the ability to ensure that unscheduled system downtime (anytime the user cannot access the data warehouse or carry out business functions) due to any failures is limited. Indications that the system is operating outside of acceptable performance boundaries include the following:</p> <ul style="list-style-type: none"> - Delays or interruptions in the operation of the data warehouse and related services caused by inadequate equipment or processing capacity. - Components not available for use by authorized users as required except during periods of scheduled maintenance. - Screen response time in excess of defined response times in this Contract. - Inability of authorized users to create, process, or store reports. - Inability of users to perform data analysis.
EDW.7-2	The Contractor shall provide messages, alerts, and a "system is down" Internet notification to inform Department staff and authorized users about system changes, data errors, data load failures, downtimes, and when the data warehouse is returned back to service.
EDW.7-3	<p>The Contractor shall pay for an independent auditor to conduct an annual audit utilizing a current version of the Statement on Standards for Attestation Engagements (SSAE), System and Organization Controls (SOC) 1, Type II. The SOC 1, Type II audit shall address work performed by the Contractor at the Contractor's facility and data center suites.</p> <p>Document the results and any findings of the audit and agree to fix any findings.</p>
EDW.7-4	The Contractor shall provide access to and the ability to inspect, all facilities and data centers or any other site in which the Contractor or any Subcontractors perform any work related to this Contract or maintain any records related to this Contract and provide assistance to the federal and State representatives during audits, inspections, and evaluations.
EDW.7-5	The Contractor shall notify the Department of any potential system problems and the potential impact of those problems, including unscheduled downtime.

EDW.7-6	The Contractor shall maintain or improve the process of performing research to identify impacts and root causes of system problems and communicate to the Department both a plan to resolve problems and anticipated outcomes. Implement the plan to resolve problems as approved by the Department, and report the results to the Department.
EDW.7-7	The Contractor shall maintain or improve the ability to identify and track all data errors and discrepancies found in the data warehouse, perform a comprehensive research and then notify the Department, and correct all errors and discrepancies, in accordance with the approved System Operations and Maintenance Plan.
EDW.7-8	The Contractor shall verify, investigate, and report any potential system problem submitted by an authorized user within a timeframe as outlined in the approved System Operations and Maintenance Plan.
EDW.7-9	The Contractor shall provide technical assistance to the Department, Integration Partners, and Data Exchange Partners to establish, support, and maintain Interfaces and Data Exchanges to provide data flow into and out of the data warehouse.
EDW.7-10	The Contractor shall coordinate efforts with supplying entities to obtain and deliver new periodic, or real-time if applicable, Data Exchanges and external data.
EDW.7-11	The Contractor shall maintain or improve the process to rectify source data quality issues to the best of Contractor's ability via data refactoring or data cleansing, as it is extracted from the Interfaces and Data Exchanges with little to no impact on the supplying entities.
EDW.7-12	The Contractor shall maintain or improve process of performing integrity checks through all system environments, including reconciling across environments, as an integral part of Operations to ensure quality data.
EDW.7-13	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.7-14	The Contractor shall maintain or improve the process to assist authorized users when the tools and/or data are not responding within established parameters.
EDW.7-15	The Contractor shall apply all security patches for all operating systems and any other software associated with the data warehouse, and coordinate with the Department for the deployment of all security patches.
EDW.8 Security and Confidentiality: Safeguarding data and production of member identity.	
EDW.8-1	The Contractor shall maintain or improve core data warehouse capabilities that provide secure, automated transmission of query results, and data extracts, and reports to Department-designated recipients.
EDW.8-2	The Contractor shall maintain core data warehouse capabilities that provide secure methods of disseminating data and comply with HIPAA and all other Federal and state laws, rules, and regulations.

EDW.8-3	The Contractor shall maintain core capabilities to comply with federal and State security criteria as outlined by the Colorado Office of Information Security and Office for Civil Rights. Review Colorado Information Security Policies (CISP) annually and deliver estimate and plan to update the system to be compliant based on new regulations.
EDW.8-4	The Contractor shall meet with the Department, the ESI Contractor, and other MES Contractors, at least quarterly to discuss data sharing, compliance, and security issues.
EDW.8-6	The Contractor shall maintain core data warehouse capabilities that enable all assigned Contractor personnel to easily and securely exchange documents and electronic files with the Department in compatible formats.
EDW.8-7	<p>The Contractor shall comply with the same software and version of software as the Department including, but not limited to, the following: Microsoft Word, Microsoft Excel, Microsoft Project, Microsoft Access, Microsoft PowerPoint, Tableau, TOAD.</p> <p>The Contractor shall upgrade within thirty (30) business days of the Department's notification of upgrade in conjunction with the Contractor's corporate upgrade standards.</p>
EDW.8-8	The Contractor shall maintain the confidentiality of all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of the contract until its public release by the Department or until the Department grants written permission for its release.
EDW.8-9	The Contractor shall comply with Colorado's Address Confidentiality Program (ACP), as specified through the Communication Management Plan, by providing the ability to protect specific member and provider information from view or use.
EDW.8-10	The Contractor shall provide authorized data warehouse users with secure and encrypted electronic communication functionality to report problems or ask questions while exchanging Protected Health Information (PHI) or Personally Identifiable Information (PII), in compliance with HIPAA.
EDW.8-11	The Contractor shall obtain written approval and verification from the Department prior to releasing Protected Health Information (PHI) or Personally Identifiable Information (PII) to any non-Department entity.
EDW.8-12	The Contractor shall provide Contractor staff with data warehouse-specific HIPAA compliance training. This training shall be in compliance with federal and State rules and regulations.
EDW.8-13	The Contractor shall allow for authorized data warehouse users with secure, role-based, single sign-on access (as applicable for the software component) and identity management to authorized current and historical data, data warehouse components, modules, or web-based material in partnership with the ESI

	Contractor. This includes Contractor provided tools, such as technical support portal, document repository.
EDW.8-14	The Contractor shall maintain or improve a scalable System infrastructure with role-based access capability to establish user credentials and permissions.
EDW.8-15	The Contractor shall provide a user administration module that allows authorized data warehouse users, including authorized providers and System administrators, access to data warehouse functions in a secure manner in accordance with privacy and security requirements.
EDW.8-16	The Contractor shall maintain or improve functionality to provide an audit trail that provides the date and reason for all modification for each authorized user's profile.
EDW.8-17	The Contractor shall maintain or improve core data warehouse capabilities that allow authorized data warehouse users to view role-based assignments, group memberships, system usage, and last log-on date and time.
EDW.8-18	The Contractor shall support role-based and group-based security at the individual data field level to limit users' ability to view unauthorized information. This shall include suppressing the results returned from searches and information viewable in the user's own display environment. The field level data security will be as it currently exists in the EDW at the time of take over.
EDW.8-19	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.8-21	<p>The Contractor shall maintain or improve the process to perform secure data dissemination in all of the following areas:</p> <ul style="list-style-type: none"> - Federal and State laws, rules, and regulations, including HIPAA, that require that Department data be strictly protected. - Information developed, such as reports, maps, and forecasts, transmitted to end users for program operations. - Transfers of large data files/raw data sets to and from other stakeholders, such as Contractors and auditors. - Blinding reports according to Department Safe Harbor protocols. - Limited data sets for researchers and other external parties upon request.
EDW.8-22	The Contractor shall maintain or improve common multifactor authentication functionality across all applications that contain PHI and PII.
EDW.9 Sandbox: Operations and maintenance of the user sandbox.	
EDW.9-1	The Contractor shall maintain core data warehouse capabilities for authorized data warehouse users in the Sandbox(In UAT and Production) to create tables and have administrative authority over the tables, including, but not limited to, the ability to perform data edits, perform field edits, add data, delete data, and drop data into the data warehouse.

EDW.9-2	The Contractor shall maintain core data warehouse capabilities for authorized data warehouse users to create, edit, and save user-defined fields and tables within the Sandbox environment.
EDW.9-3	The Contractor shall maintain or improve core data warehouse capabilities to provide authorized users with a defined space or size allocation to contain their tables in the Sandbox.
EDW.9-4	The Contractor shall maintain core data warehouse capabilities to provide authorized users with access to all data in the data warehouse through the Sandbox.
EDW.9-5	The Contractor shall maintain core data warehouse capabilities to provide each authorized user with role-based access to the Sandbox and a defined area in the Sandbox to contain their database objects and work products, such as, tables, views, relationships, synonyms, and analyses.
EDW.9-6	The Contractor shall maintain the ability for authorized users to import and export data into and out of tables within the Sandbox environment.
EDW.9-7	The Contractor shall maintain the ability for authorized users to grant access to other authorized data warehouse users to query, analyze, and report on objects in their Sandbox schema.
EDW.9-8	THIS REQUIREMENT INTENTIONALLY DELETED.
EDW.9-9	The Contractor shall provide each authorized user with the ability to modify or delete objects within their Sandbox schema in accordance with the System Security Plan.
EDW.9-10	The Contractor shall provide authorized users with system-generated reports on the size and number of objects created in the Sandbox by each authorized user on a timeframe as described in the Communication Management Plan.
EDW.9-11	The Contractor shall increase the defined space or size allocation for users who are authorized to work in the Sandbox at the Department's direction. The Contractor shall propose a process to request space outside of the change management process.
EDW.9-12	The Contractor shall monitor and maintain the Sandbox environment to ensure adequate performance.
EDW.9-13	The Contractor shall assess the performance and size of the Sandbox annually at a minimum or periodically as defined by the Department.
EDW.9-14	The Contractor shall scale the Sandbox and associated functionality annually in accordance with the results of the annual performance and size assessment.
EDW.9-15	The Contractor shall support sandbox schemas for Department-designated projects. Project-based schemas may have one or more authorized users with administrative privileges for the schema. This will allow schemas to capture and contain tables for projects that many people throughout the Department need to access, projects and tables that must persist after any given individual leaves the

	Department, and projects for which multiple people need to contribute (e.g., rate setting, FMAP, ELT dashboard).
EDW.10 Disaster Recovery and Business Continuity: Business continuity and disaster recovery planning, testing, and test reporting.	
EDW.10-1	The Contractor shall maintain core data warehouse capabilities to provide the results of Business Continuity and Disaster Recovery testing annually. Department staff or a designee may participate in testing if requested.
EDW.10-2	<p>The Contractor shall provide and maintain a Business Continuity and Disaster Recovery Plan that includes, all of the following:</p> <ul style="list-style-type: none"> - Timely failover and redundancy - Data recovery - Claims/encounters processing - Short- and long-term continuity operations - Remote access (in accordance with Department standards) - An alternate business site if the primary business site becomes unsafe or inoperable - Root cause analysis reporting to the Department for unscheduled downtime - Provide data backup - Schedule and process for testing of the Business Continuity and Disaster Recovery Plan - Any other required components as described in the Colorado System Security Plan (SSP) Template, Colorado Information Security Policies (CISPs), or as otherwise required for business continuity and disaster recovery
EDW.10-3	The Contractor shall implement the Business Continuity and Disaster Recovery Plan, if necessary, as specified to maintain the data warehouse and Contractor operations.
EDW.11 MIDA related requirements	
EDW.11-1	<p>The Contractor shall maintain or improve core data warehouse capabilities to ensure components will integrate with the overall enterprise, in partnership with the ESI Contractor to do all of the following:</p> <ul style="list-style-type: none"> - Provide convenient, instant access to current and historical information without requiring a separate sign-on beyond the initial authorized data warehouse user sign-on. - Employ a security approach that integrates with other data warehouse components to provide role-based access with a single log-on. - Integrate with and provide support to other data warehouse components as defined by the Department.
EDW.11-2	The Contractor shall leverage existing processes in order to ensure that the data is transferred accurately in a timely manner and that it meets the Department's governance standards for data exchange and interface file processes. The Contractor shall leverage best practices around interfacing. The Contractor shall

	incorporate resilient interface processes that have failure processing built in. The Contractor shall work with the ESI vendor to develop a new process in order to meet the above stated goal.
EDW.11-3	The Contractor shall coordinate and cooperate with other Contractors, Interface Partners, Exchange Partners, and other State stakeholders to provide batch control, balancing, and scheduling of data load cycles, such as Interfaces and Data Exchanges.
EDW.11-4	The Contractor shall implement new, regular data exchanges or data interfaces as directed by the Department to support the implementation of other BIDM modules (PI, RED and PPQM). These implementations shall not be considered enhancements. Contractor shall support other module requirements and design efforts by providing technical feedback and EDW artifacts in a timely manner.
EDW.11-5	The Contractor shall ensure all Department requests for custom reports are reviewed with the requestor within two (2) State workdays of receipt. The Department and Contractor shall finalize requirements, including report output format. All requests for ad- hoc reports shall be completed within five (5) business days of review unless otherwise negotiated at the time of the request from the Department.

EXHIBIT K, FEDERAL REPORTING REQUIREMENTS

Number	Requirement
REPT.1 FEDERAL REPORTING STANDARDS: Standards for required federal reports, such as CMS and T-MSIS reporting.	
REPT.1-1	The Contractor shall maintain core data warehouse capabilities to capture in the data warehouse all data required to develop, produce, and maintain all reporting functions, files, and data elements to meet current and future federal reporting requirements, State and federal rules and regulations, Federal MMIS certification requirements, and Part 11 of the State Medicaid Manual.
REPT.1-2	The Contractor shall maintain core data warehouse capabilities to capture, process, and produce all data that is required to generate the CMS T-MSIS files.
REPT.1-3	The Contractor shall produce CMS-372 and CMS-372S reports annually, or more often if necessary, for any calendar year or federal or State fiscal year and for all current and future HCBS Waivers or waiver-related programs, in accordance with CMS requirements. Comply with the most up-to-date federal reporting guidelines at the time each report is produced.
REPT.1-4	The Contractor shall build a solution to capture, process, and produce the CMS-416 EPSDT reports to meet federal and State reporting requirements and frequency.
REPT.1-5	The Contractor shall maintain or improve core data warehouse capabilities to capture, process, and produce, all data required for the data warehouse to produce National Payment Error Rate Measurement (PERM) files including universal data extracts in accordance with the most up to date specifications.
REPT.1-6	The Contractor shall maintain or improve core data warehouse capabilities to generate financial reporting that will match the data in the Core MMIS based on Department-defined criteria and produce quarterly estimates and expenditure reports for the required Federal reporting to the CMS-64 and CMS-21.
REPT.1-7	The Contractor shall maintain or improve core data warehouse capabilities to capture from the data warehouse interfacing systems, all cash collections, post-payment recoveries, cost-avoidance data, Medicare Buy-In, and Health Insurance Buy-In necessary to complete the third-party section of the CMS-64.
REPT.1-8	The Contractor shall maintain and provide the CMS-64 Quarterly Medicaid Statement of Expenditures for the Medical Assistance Program per the most up-to-date CMS requirements.
REPT.1-9	The Contractor shall maintain or improve the ability to provide CMS-64-like reports per the most up-to-date federal requirements associated with the CCT program.

REPT.1-10	The Contractor shall maintain and provide the CMS-21 Quarterly CHIP Statement of Expenditures for the Title XXI Program per the most up-to-date CMS requirements.
REPT.1-11	The Contractor shall maintain or improve core data warehouse capabilities to capture, process, and produce all data required to produce all other required federal reports during the life of the contract.
REPT.1-12	The Contractor shall maintain or improve the ability to provide Contractor developed reports and provider communications that meet the health literacy levels established by the federal (National Institute for Health) and State guidelines for medical terms and descriptions.
REPT.1-13	The Contractor shall maintain core data warehouse capabilities that ensure the exchange of data meets all federal and State security and privacy requirements.
REPT.1-14	The Contractor shall maintain and provide reports and analytics related to Medicare Buy-In billing, accretion, discontinuation, re-accretion and/or change requests for Medicare Buy-In.
REPT.1-15	The Contractor shall maintain and provide Medicare Buy-In related reports per Department specifications.
REPT.1-18	THIS REQUIREMENT INTENTIONALLY DELETED.
REPT.1-19	<p>The Contractor shall maintain or improve core data warehouse capabilities to produce and securely submit to CMS the federally required T-MSIS files. This includes:</p> <ul style="list-style-type: none"> - Capture and maintain T-MSIS data elements in order to provide the capability for authorized data warehouse users to incorporate the data into queries, analyses, and reports - Maintain data sets required for T-MSIS reporting - Merge outside data sources into T-MSIS data if required - Provide and maintain T-MSIS data for adjudicated claims/encounters - Provide and maintain encounter data in appropriate claim(s) file - Conform to and maintain reporting requirements from T-MSIS File Specifications and Data Dictionary document - Meet T-MSIS submission and timeline reporting requirements - Securely transmit files - Modify and update the T-MSIS files to report data for new populations and programs
REPT.1-20	The Contractor shall maintain or improve the solution to produce Third Party Liability (TPL) data and/or cost avoidance reporting as required by State and federal rules and regulations.
REPT.2 Federal Reporting Process and Approach: Creation and generation of required federal reports.	

REPT.2-1	The Contractor shall comply with the most up-to-date federal reporting guidelines for federal reporting periods throughout the life of the Contract.
REPT.2-2	The Contractor shall lead the process to comply with the most up-to-date federal reporting guidelines at the time each required federal report is produced.
REPT.2-3	The Contractor shall maintain core data warehouse capabilities for the creation and generation of required federal and State reports.
REPT.2-4	The Contractor shall produce federal reports in accordance with Contractor's internal controls, through demonstration of periodic reconciliation of source system data to federal report outputs.
REPT.2-5	THIS REQUIREMENT INTENTIONALLY DELETED.
REPT.2-6	The Contractor shall maintain all existing federal reporting file SFTP transfers to other federal systems.
REPT.2-7	The Contractor shall maintain, fully document, run, and disseminate all reports per the report requirements, including code used to develop the report.
REPT.3 Ongoing Reporting Support: Support to State users in requesting, designing, running federal reports and data needs.	
REPT.3-1	The Contractor shall make available documented source data, methodological documentation, and source code to authorized users from all federal reports in order to validate and verify reports.
REPT.3-2	The Contractor shall maintain or improve the assistance, both technical and business process related, as needed to authorized data warehouse users in researching and resolving problems, effectively utilizing tools, and understanding reports and underlying data.
REPT.3-3	Contractor shall maintain or improve the process of working with the Department and authorized data warehouse users to research and resolve T-MSIS data quality assessment issues as identified by CMS or its subcontractors to ensure that T-MSIS data meets or exceeds established CMS data quality targets for compliance.
REPT.3-4	The Contractor shall lead the process to explain, support, document and defend Contractor produced federal reports to stakeholders, auditors and other parties as directed by the Department.
REPT.3-5	The Contractor shall lead the process to review federal report specifications at least annually, or more often if directed by the Department, and work with the Department and other stakeholders to update the report and associated documentation to comply with the most recent specifications.
REPT.3-6	The Contractor shall implement a process as part of the SDLC that ensures that prior to producing federal report, documents and verifies the accuracy and report specifications in effect at the time the report is being produced. The reports must be tested utilizing the State and Federal requirements that there must be quality control review and process to ensure accuracy of the standard data files. The

	process should also allow for updating the documentation with any changes since the prior reporting period.
REPT.3-7	The Contractor shall maintain or improve support to authorized data warehouse users for technical and other questions via communication methods including telephone, instant messaging, and email.
REPT.3-8	The Contractor shall archive the outbound interface files submitted to CMS, such as Federal T-MSIS file for six (6) years, with the most recent twelve (12) month submission files made readily accessible to the Department for operational research purposes, both in EDW and Cognos environment.
REPT.3-9	The Contractor shall perform monthly reconciliations of data used to create the CMS-64 to ensure report accuracy. Reconciliation reports that detail the line items of the CMS-64/21 shall be created and made available for Department staff to run as needed. Contractor shall reconcile system data to the report quarter, and periodically validate historical reporting data details to ensure data has not changed and that historical detailed reports still reconcile to the summary source data.
REPT.3-10	The Contractor shall update and keep current all independent TMSIS documentation and make available to the Department within 30 days of a CR/Project completion
REPT.3-11	The Contractor shall stay compliant with all T-MSIS artifacts and CMS announcements related to T-MSIS within specified CMS deadlines. The Contractor shall open a new CR within 30 days of announcement. The Contractor shall complete and Impact Analysis within 60 days of announcement to identify scope of work needed for change.

EXHIBIT L, USER SOFTWARE AND TOOLS REQUIREMENTS

Number	Requirement
TOOLS.1 Software Products and Licenses: User software and tools provided by the Contractor in support of the contract.	
TOOLS.1-1	The Contractor shall maintain core data warehouse capabilities for authorized users to upload data, perform automated data validation processing, and manually edit data based on validation findings.
TOOLS.1-2	The Contractor shall maintain or improve current tool functionality related to scheduling and automation capabilities for queries and reports within the application, such as the System Tools.
TOOLS.1-3	The Contractor shall maintain or improve the capability to incorporate external data (such as data from a file on the data warehouse user's desktop) with data warehouse data for querying, analyzing, and reporting.
TOOLS.1-4	The Contractor shall maintain current tool functionality for user-controlled and user-configurable parameters and threshold points for alerts, messages, emails, and notices.
TOOLS.1-5	The Contractor shall leverage Cognos Event Studio features to allow the tool to send and receive data or flags that trigger automated prompts for an authorized user to perform an action based on Department defined criteria. As an example, when a member has a hospitalization, emergency room visit, new chronic condition diagnosis, or a multiple chronic condition diagnosis, the data warehouse will send data to relevant parties.
TOOLS.1-6	The Contractor shall maintain or improve current tool functionality to create and maintain user-defined customized displays of reports and dashboards, allowing an authorized user or group of users to view only the information the user or group wants, in the order that the user or group desires to see it.
TOOLS.1-7	The Contractor shall maintain or improve current tool functionality for authorized users to establish and modify delivery schedule and mode of delivery for static, ad-hoc, and user-defined reports.
TOOLS.1-8	The Contractor shall maintain or improve current tool functionality to allow authorized users to query, analyze, and report on any and all data in the data warehouse.
TOOLS.1-10	<p>The Contractor shall maintain or improve current tool functionality to provide authorized users with forecasting functionality, such as estimations based on time series, cross-sectional and longitudinal data, simple linear regression, least square regression, and double exponential smoothing.</p> <p>This shall include the ability to indicate the degree of uncertainty associated with forecasts.</p>

TOOLS.1-11	The Contractor shall maintain or improve current tool functionality that allows authorized users to develop and conduct root cause analysis.
TOOLS.1-12	The Contractor shall maintain or improve System Tool(s) that allows authorized users to develop and conduct trend analysis.
TOOLS.1-13	The Contractor shall maintain or improve System Tool(s) that provides authorized users the ability to develop, maintain, and report KPIs.
TOOLS.1-14	The Contractor shall allow authorized users to import and export large file extracts, such as an entire year of claims data, regardless of formats.
TOOLS.1-15	The Contractor shall maintain or improve System Tool(s) that allows authorized users to develop and utilize Benchmarks.
TOOLS.1-16	The Contractor shall maintain System Tool(s) that allow authorized users to view the results of filtered searches based on multiple or single criteria, the capability to search on multiple criteria at the same time, and the ability to perform secondary and tertiary searches based on the primary and subsequent search results.
TOOLS.1-17	The Contractor shall maintain System Tool(s) that allow authorized users to conduct iterative analysis, such as the ability to create new analytics and query results based on the results of prior analytics and queries.
TOOLS.1-18	The Contractor shall maintain the ability to provide equal response time to an authorized user performing analysis, regardless of the System Tool used to access the data.
TOOLS.1-19	The Contractor shall maintain or improve a Business Intelligence Tool that allows authorized users to use a graphical user interface (GUI) to construct and execute analysis, query, and reporting functions.
TOOLS.1-20	The Contractor shall maintain the software and licensing for a Business Intelligence Tool that is configurable and customizable, to meet the requirements of this Contract.
TOOLS.1-21	The Contractor shall maintain or improve a tool that allows authorized users to mine structured data, such as classification, estimation, prediction, time series analysis, and market basket analysis.
TOOLS.1-22	<p>The Contractor shall maintain or improve tools that allows authorized users to develop and conduct basic statistical analysis, such as, averages, standard deviations, confidence intervals, correlations, aggregations, and summary statistics.</p> <p>SAS Analytics supplements the statistical functions in the Cognos BI Tool with extensive statistical analysis capabilities.</p>
TOOLS.1-23	The Contractor shall maintain a Business Intelligence Tool that allows authorized users to develop and produce reports, including prompt-based reports.
TOOLS.1-24	The Contractor shall maintain a Business Intelligence Tool that allows authorized users to drill up, drill down, and drill across data associated with reports.

TOOLS.1-25	The Contractor shall maintain or improve a tool that allows authorized users to develop and produce standard Dashboards and configurable Dashboards at the authorized EDW user level.
TOOLS.1-26	The Contractor shall maintain or improve a tool that allows authorized users to develop and produce scorecards.
TOOLS.1-27	The Contractor shall maintain or improve a Business Intelligence Tool that allows authorized users to assemble and analyze multiple data sources in a single view, such as a query or report.
TOOLS.1-28	The Contractor shall maintain or improve a Business Intelligence Tool that allows authorized users to develop and report on ad hoc analysis.
TOOLS.1-29	The Contractor shall maintain a Business Intelligence Tool that allows users to query, analyze, and report on multi-dimensional data, such as online analytics processing (OLAP) or cubes.
TOOLS.1-30	The Contractor shall maintain a Business Intelligence Tool that allows authorized users to slice, dice, and rollup the results of queries and analysis.
TOOLS.1-31	The Contractor shall maintain a Business Intelligence Tool that provides OLAP pivoting functionality to authorized users when analyzing and reporting on multi-dimensional data.
TOOLS.1-32	The Contractor shall maintain the ability to export data warehouse reporting into various formats, including, but not limited to, Excel, text, CSV, and PDF.
TOOLS.1-33	The Contractor shall maintain a System Tool that allows authorized data warehouse users to utilize multiple layers of geospatial data within a given geospatial analysis or map.
TOOLS.1-34	The Contractor shall maintain a System Tool that allows authorized data warehouse users to produce dashboards that contain charts, graphs, summarized data, and maps.
TOOLS.1-35	The Contractor shall maintain a System Tool that allows authorized data warehouse users to geocode and determine the longitude and latitude for all addresses in a secure environment.
TOOLS.1-36	The Contractor shall maintain a tool that allows authorized data warehouse users to determine the closest location and the shortest route of a Medicaid service provider, as defined by the Department, and produce travel directions as well as travel distance.
TOOLS.1-37	The Contractor shall maintain a tool that allows authorized data warehouse users to define service areas based on travel time or travel distance as outlined by the Department.
TOOLS.1-38	The Contractor shall maintain a System Tool that allows authorized data warehouse users to perform Geospatial Analytics and mapping.
TOOLS.1-39	The Contractor shall maintain a System Tool that allows authorized users to create maps using data at different resolution levels including at least: county, city, zip

	code, mileage by road and direct mileage, census tract, longitude and latitude of an individual address, or any region defined by the Department.
TOOLS.1-40	The Contractor shall allow for the ability for authorized users to calculate the travel distance between any two given locations, such as a member's home address and a provider's location. This shall include both the distance by road and direct distance.
TOOLS.1-43	The Contractor shall maintain or improve analytical tools that allow an authorized data warehouse user to model risk sharing, risk corridors, and stop-loss arrangements.
TOOLS.1-44	THIS REQUIREMENT INTENTIONALLY DELETED.
TOOLS.1-45	The Contractor shall maintain or improve the ability for authorized users to generate automated and manual sampling from within the data warehouse for any data, including, but not limited to, sampling frame, sample, and definition of sample parameters. This includes random sampling, stratified sampling, systematic sampling, cluster sampling, and over sampling for all types of data in the data warehouse.
TOOLS.1-46	The Contractor shall maintain a SQL Tool that provides authorized data warehouse users the ability to analyze, query, and report on data warehouse data.
TOOLS.1-47	<p>The Contractor shall maintain a SQL Tool that allows authorized data warehouse users to connect to nearly any data source, from traditional relational sources (Oracle, SQL Server, Sybase, DB2, Teradata, Access, and any ODBC-compliant platform) to non-database sources (such as Microsoft Excel), to non-SQL systems such as the Business Intelligence Tool.</p> <p>The Contractor shall allow authorized users to run SQL queries against any of these sources.</p>
TOOLS.1-48	The Contractor shall maintain a Statistical Analysis Tool that allows authorized data warehouse users to query, analyze, and report on all data.
TOOLS.1-49	The Contractor shall maintain or improve the Statistical Analysis Tool's capacity to read, manage, update, and analyze large datasets, such as several years of claims data, with no degradation in performance.
TOOLS.1-50	The Contractor shall maintain or improve the Statistical Analysis Tool's advanced statistical analysis functionality allowing authorized data warehouse users to conduct sophisticated analysis, such as, actuarially sound rate setting, controlled comparisons, regressions, incurred but not reported (IBNR) calculations, development of statistical models, probability, probabilistic sensitivity analysis, predictive analytics, and survey weighting and analysis.
TOOLS.1-52	<p>The Contractor shall maintain the compatibility of web-based System Tools and applications with the most commonly used web browsers, at a minimum Edge, Safari, and Google Chrome.</p> <p>The Contractor shall support software utilization in the current version and two</p>

	<p>prior versions of web browsers where possible.</p> <p>The Department may add support of additional browsers through the Change Management Process.</p>
TOOLS.1-53	<p>The Contractor shall maintain the ability for external data to be used as a search/sort query parameter.</p> <p>The Contractor shall allow external data to be linked to any structured data field in the data warehouse for search/sort query parameter.</p>
TOOLS.1-54	The Contractor shall maintain the ability for authorized users to query and report on relationships between member records, provider records, claim/encounter records, and other data warehouse data.
TOOLS.1-55	The Contractor shall maintain the capability to view all current and all historical reference data in a human readable format, including date-specific and multiple date for the business functions.
TOOLS.1-56	<p>The Contractor shall maintain the ability to implement tools provided separately by the Department and/or its Contractors to query, analyze, and report on data in the data warehouse.</p> <p>The Department may obtain other third-party software at its discretion. The Contractor shall not be responsible for providing or paying for any such third-party software obtained by the Department outside of this Contract.</p> <p>In the event the Department does obtain any such third-party software, the Contractor shall work with the Department and its designees or other Contractors to allow authorized data warehouse users to use the software to access and fully utilize the data.</p>
TOOLS.1-57	The Contractor shall maintain the ability for authorized users to directly access, query, and report on multi-dimensional structures, such as meta-data, fact tables, cubes and data marts, raw data, and user created tables using all analytical tools provided by the Contractor, such as the Business Intelligence Tool and the SQL Tool.
TOOLS.1-58	The Contractor shall maintain the ability for authorized data warehouse users to establish baselines and evaluate changes resulting from program or policy changes.
TOOLS.1-59	The Contractor shall maintain the ability for any querying and reporting functionality within the data warehouse to pull and use the narrative descriptions of codes and abbreviations in addition to the codes and abbreviations themselves.
TOOLS.1-60	The Contractor shall use the same System Tool software and version of software that is used by authorized users.
TOOLS.1-62	The Contractor shall maintain or improve System Tool(s) with the ability for authorized users to build, name, and save multiple user-defined search and sort

	parameters so that authorized users can repeat the same search/sort queries at a later time.
TOOLS.1-63	The Contractor shall maintain System Tools and applications that support Window's based shortcuts, or similar functionality, such as CTRL+C for copy and CTRL+V for paste.
TOOLS.1-64	The Contractor shall maintain System Tools that support the ability to display different/multiple aspect ratios and screen resolutions for data warehouse displayed data, with the ability to maximize, minimize, and show multiple screen displays.
TOOLS.1-65	<p>The Contractor shall maintain a Business Intelligence Tool or Tools that allows authorized users to embed comments and notes into queries.</p> <p>This functionality shall enable authorized data warehouse users to fully document projects within the Business Intelligence Tools, in a manner analogous to commenting out lines within an SQL script.</p>
TOOLS.1-67	The Contractor shall provide a data conversion software tool, such as Stat/Transfer, for authorized users and Contractor staff. The data conversion tool should cover the most commonly used spreadsheet, statistical, database, and text file types (e.g., Excel, R, SAS, Access, ODBC, Open Document, HTML, ASCII, delimited text). The data conversion tools should allow users to select the variables, target variable types, and selection parameters that would be used to generate the converted file.
TOOLS.1-68	The Contractor shall apply necessary software patches in accordance with the timeline and severity/risk rating determined by each software vendor.

EXHIBIT M, SERVICE LEVER AGREEMENTS (SLAS)

Number	Client Requirement	QMP % (out of 100)
PM.3 Service Level Agreements (SLAs): Reporting and monitoring performance standards during life of the contract, including quality and performance payments.		
PM.3-1	The Contractor shall report, per the Communication Management Plan, on all performance standards as specified in the Contract.	0.0%
PM.3-2	For user help requests to the Customer Support Center during business hours (7 AM to 6 PM MT), callers should be connected to a live agent on average less than or equal to thirty (30) seconds for every call received during the month.	0.0%
PM.3-3	THIS REQUIREMENT INTENTIONALLY DELETED.	
PM.3-4	<p>Within 30 minutes of a ticket being classified as Priority 1, the Help Desk must attempt to make contact for additional clarification. Within 4 hours of a ticket being classified as Priority 1, the Help Desk must either resolve or escalate to project development, ESI vendor, and management. Priority Level 1 tickets are defined as those where the user is experiencing a condition that disables use of or access to the EDW, no workaround is available, and an immediate solution is required. The Contractor will be notified in advance, if support is required outside of the normal business hours.</p> <p>If no P1 tickets are open, QMP is considered satisfied.</p>	5.0%
PM.3-5	<p>Within 60 minutes of a ticket being classified as Priority 2, the Help Desk must attempt to make contact for additional clarification. Within 8 business hours of a ticket being classified as Priority 2, the Help Desk must either resolve or escalate to project development and management. Priority Level 2 tickets are defined as those where the user is experiencing a condition that frequently disrupts or limits use of the EDW, no reasonable workaround is available, and an immediate solution is required. The Contractor will be notified in advance, if support is required outside of the normal business hours.</p> <p>If no P2 tickets are open, QMP is considered satisfied.</p>	3.0%

PM.3-6	All Priority Level 3 tickets are responded to within one (1) Business Day and are either resolved or escalated to project development and management within three (3) Business Days. Priority Level 3 tickets are defined as those where overall production is operational with no major impact on the Department's business operation, functionality differs from the intended design, or help is needed to answer non-critical issues, and a reasonable workaround is available, or an immediate solution is not required.	0.0%
PM.3-7	All Priority Level 4 tickets are responded to within two (2) Business Days and are either resolved or escalated to project development and management within five (5) Business Days. Priority Level 4 tickets are defined as requests for information or new features, or issues that do not regularly occur.	0.0%
PM.3-8	The Contractor shall confirm that a current and approved Business Continuity and Disaster Recovery Plan is in place at all times during the reporting period. An approved Business Continuity and Disaster Recovery plan will be considered current until an updated plan is approved.	2.0%
PM.3-9	THIS REQUIREMENT INTENTIONALLY DELETED.	
PM.3-10	All core services are recovered within five (5) days (RTO) and the data restored is no older than twenty-four (24) hours from the last known good production state (RPO) following any event that results in a declaration of a production disaster during the reporting period —OR— there is no declaration of a production disaster during the reporting period.	0.0%
PM.3-11	Contractor shall offer a survey to all trainees who complete a Contractor-provided training event. Training programs delivered by Contractor must receive a score of 3.5 or greater, averaged across all survey responses received for any training during the performance period. Scale descriptions: "5" is "Excellent", "4" is "Good, "3" is Satisfactory," "2" is "Below Average", and "1" is "Poor." If no training occurs during the performance period, the QMP is achieved.	3.0%
PM.3-12	THIS REQUIREMENT INTENTIONALLY DELETED.	
PM.3-13	THIS REQUIREMENT INTENTIONALLY DELETED.	
PM.3-14	For turnover in Key Personnel, temporary personnel with similar skillsets are assigned to work alongside outgoing personnel within five (5) business days of known turnover and new hire candidates previously vetted by the Contractor are presented to the client for review and approval within forty-five (45) business	8.0%

	<p>days.</p> <p>If no Key Personnel staffing vacancies are open, QMP is considered satisfied.</p>	
PM.3-15	All Key Personnel shall have a documented performance evaluation performed by the Contractor that incorporates input provided by the Department during the year and this evaluation should be completed annually.	0.00%
PM.3-16	THIS REQUIREMENT INTENTIONALLY DELETED.	
PM.3-17	<p>The Contractor shall review and update the System Turnover plan annually.</p> <p>An approved System Turnover plan will be considered current until an updated plan is approved.</p>	2.0%
PM.3-18	The Contractor shall complete all requirements of the most recently approved System Turnover Plan.	0.0%
PM.3-19	<p>The Contractor shall systematically detect and report all unscheduled downtime within thirty (30) minutes of the incident of downtime. Unscheduled downtime shall not include any downtime related to scheduled maintenance.</p> <p>If no unscheduled downtime occurs, QMP is considered achieved.</p>	5.0%
PM.3-20	The Contractor shall report all data load errors within thirty (30) minutes by notifying the appropriate Department staff as outlined in the Communication Management Plan.	5.0%
PM.3-21	THIS REQUIREMENT INTENTIONALLY DELETED.	
PM.3-22	THIS REQUIREMENT INTENTIONALLY DELETED.	
PM.3-23	The production system will not exceed nine (9) business hours of unavailability per calendar quarter for user access to the business facing applications and the data warehouse. Business hours are defined as 8 AM to 5 PM Mountain Time (MT) on Business Days. Measurement will be performed in the Contractor's Application Performance Monitoring solution.	5.0%
PM.3-24	THIS REQUIREMENT INTENTIONALLY DELETED.	
PM.3-25	The production Cognos tools supports the execution of at least fifty (50) concurrent reports. This shall be captured daily and measured monthly, as defined in the System Operations and Maintenance Plan.	0.0%
PM.3-26	The production Cognos reports maintain an expected runtime and expected response time for 95% of executions. Successful execution and response times shall be captured daily and	0.0%

	measured monthly as defined in the System Operations and Maintenance Plan. The list of Cognos reports to be measured are to be defined in the System Operations and Maintenance Plan and reviewed monthly.	
PM.3-27	The System shall load usable/valid data within one (1) business day of receipt from the Fiscal Agent or other data supplier. Any instances where data was unusable/invalid shall be documented in the Contractor's ticketing tool by the Contractor. Contractor shall audit key elements. The loads to be completed and key elements to be audited and reported to the Department are defined in the System Operations and Maintenance Plan.	8.0%
PM.3-28	The Contractor shall have responsibility for obtaining, controlling, and ensuring the working order of all hardware and software licenses and certificates necessary to complete the Work. The Contractor shall manage the production hardware and software licenses.	0.0%
PM.3-29	THIS REQUIREMENT INTENTIONALLY DELETED.	
PM.3-30	<p>The Contractor shall deliver required standard reports on time by the due date agreed upon according to the Reports Distribution Schedule in the approved System Operations and Maintenance Plan. Any reports delayed due to defects not introduced by the Contractor shall be documented as an exception in the Contractor's ticketing tool by the Contractor.</p> <p>The QMP will be deemed achieved if all the applicable reports are either delivered on schedule or have a documented exception.</p>	2.0%
PM.3-31	<p>The Contractor shall deliver required outbound extracts by the due date agreed upon in the approved System Operations and Maintenance Plan. Any instances where any of:</p> <ul style="list-style-type: none"> a) data needed to complete the extract was unavailable, unusable, or invalid from an upstream source; b) the delivery was delayed by a non-Contractor maintained file/secure FTP server; or c) an export delayed due to defects not introduced by the Contractor shall be documented as an exception in the Contractor's ticketing tool by the Contractor. <p>This QMP is deemed achieved if all exports are delivered completed on time or are covered by a documented exception.</p>	10.0%
PM.3-32	Defect Resolution Performance Standard applies to defects that are discovered during UAT and production. The System Test Plan will define the categorization of defects, including the	8.0%

	<p>recategorization criteria for when a viable workaround is presented by the Contractor. Defects and defect related data will be measured from the Contractor's ticketing tool.</p> <p>The Contractor shall resolve all Critical production defects within three (3) business days of being opened. The Contractor shall resolve all Critical UAT defects within five (5) business days of being opened. Any business days tolled due to State review, requested walkthroughs, change control approval processes, or any other delay outside of the Contractor's control shall extend the resolution deadline by an equivalent number of days. At the Department's sole discretion, the deadline may be extended for any reason.</p> <p>If no applicable defects are due for correction within the performance period, QMP is considered satisfied.</p>	
PM.3-33	<p>Defect Resolution Performance Standard applies to defects that are discovered during UAT and production. The System Test Plan will define the categorization of defects, including the recategorization criteria for when a viable workaround is presented by the Contractor. Defects and defect related data will be measured from the Contractor's ticketing tool.</p> <p>The Contractor shall resolve all High production and UAT defects within thirty (30) calendar days of being opened. Any business days tolled due to State review, requested walkthroughs, change control approval processes, or any other delay outside of the Contractor's control shall extend the resolution deadline by an equivalent number of days. At the Department's sole discretion, the deadline may be extended for any reason.</p> <p>If no applicable defects are due for correction within the performance period, QMP is considered satisfied.</p>	12.0%
PM.3-34	<p>Defect Resolution Performance Standard applies to defects that are discovered during UAT and production. The System Test Plan will define the categorization of defects, including the recategorization criteria for when a viable workaround is presented by the Contractor. Defects and defect related data will be measured from the Contractor's ticketing tool.</p> <p>The Contractor shall resolve all Medium production and UAT defects within sixty (60) calendar days of being opened. Any business days tolled due to State review, requested walkthroughs, change control approval processes, or any other</p>	0.0%

	<p>delay outside of the Contractor's control shall extend the resolution deadline by an equivalent number of days. At the Department's sole discretion, the deadline may be extended for any reason.</p> <p>If no applicable defects are due for correction within the performance period, the SLA is considered satisfied.</p>	
PM.3-35	<p>Defect Resolution Performance Standard applies to defects that are discovered during UAT and production. The System Test Plan will define the categorization of defects, including the recategorization criteria for when a viable workaround is presented by the Contractor. Defects and defect related data will be measured from the Contractor's ticketing tool.</p> <p>The Contractor shall resolve all Low or Cosmetic production and UAT defects within ninety (90) calendar days of being open. Any business days tolled due to State review, requested walkthroughs, change control approval processes, or any other delay outside of the Contractor's control shall extend the resolution deadline by an equivalent number of days. At the Department's sole discretion, the deadline may be extended for any reason.</p> <p>If no applicable defects are due for correction within the performance period, the SLA is considered satisfied.</p>	0.0%
PM.3-36	Provide and submit for Department approval, the results of Business Continuity and Disaster Recovery testing annually.	0.0%
PM.3-37	THIS REQUIREMENT INTENTIONALLY DELETED.	
PM.3-38	The Contractor shall deliver agendas and status reports for weekly status meetings twenty-four (24) hours prior to the meeting.	0.0%
PM.3-39	The Contractor shall deliver meeting minutes for weekly status meetings no later than COB on the third business day following the meeting.	0.0%
PM.3-40	The Contractor shall deliver Monthly Contract Management Report to the Department within seven (7) business days following the close of the month.	0.0%
PM.3-41	At the Department's request, the Contractor shall submit Subcontractor contracts to the Department for review no later than thirty (30) business days prior to the planned start date for the Subcontractor.	0.0%

PM.3-42	The Contractor shall meet all annual training requirements as defined in an approved Training Plan.	0.0%
PM.3-43	The Contractor shall develop and submit for Department approval, updated training documents to allow time for training in advance of changes.	0.0%
PM.3-44	<p>The Contractor shall prepare a Preliminary RCA and Resolution Plan for each Priority Production Incident, after the incident, which shall include all SOPs written for each Priority Production Incident type, based on error type.</p> <p>The Preliminary RCA and Resolution plan should be submitted within one (1) business day for Priority 1 incidents, within three (3) business days for Priority 2 and within five (5) business days for Priority 3 incidents. The Contractor shall deliver each Preliminary RCA and Resolution Plan to the Department for review and approval. The Contractor shall not use any Preliminary RCA and Resolution Plan, for EDW related tasks, prior to the Department's approval of that document. The Department recognizes that the actions needed to resolve active incidents can vary and this restriction is not intended to limit the ability of the Contractor to resolve an active incident.</p>	0.0%
PM.3-45	<p>The Contractor shall deliver the SOC 1, Type II Audit on time as specified in the approved Project Schedule.</p> <p>If no SCO1, Type II Audit is scheduled for the quarter, the QMP is deemed satisfied.</p>	2.0%
PM.3-46	<p>The Contractor shall, within average 99.9% accuracy, reconcile independent interChange business key counts (e.g., unique members or unique claim identifiers) to match reporting layer business key counts by table.</p> <p>The SLA will be met if the output is maintained as it is achieved in the current operations of the system.</p>	8.0%
PM.3-47	<p>The Contractor shall perform data quality validation on T-MSIS data against current CMS rules and measures prior to submission in an effort to maintain compliant status with CMS. The data quality validation shall be performed using the Contractor's T-MSIS quality solution.</p> <p>The Contractor shall resolve any identified Critical priority data quality issues within 10 business days and prior to submission to CMS. Any issues identified that cannot be resolved by the Contractor prior to submission will be reported to the appropriate CO EDW Department resources within one (1)</p>	12.0%

	business day of the Contractor being certain the issue cannot be resolved in time. The Contractor shall resolve all High priority data quality issues no later than following T-MSIS data submission. The Contractor shall release T-MSIS files and validation report to Department staff no later than five (5) business days prior to CMS submission for review and validation.	
	TOTAL	100%

EXHIBIT N, TRAINING REQUIREMENTS

Number	Requirement
TRAIN.1 Training Design and Approach - Approach and methods for training delivery.	
TRAIN.1-1	The Contractor shall maintain and enhance a training program that coordinates and implements the delivery, publication, and distribution of all data warehouse training materials.
TRAIN.1-2	The Contractor shall maintain and enhance a comprehensive training program at the authorized user level.
TRAIN.1-3	The Contractor shall ensure all training data is compliant with HIPAA and federal and State rules and policies.
TRAIN.1-4	The Contractor shall ensure all training publications and materials that are distributed to trainees do not utilize PHI.
TRAIN.1-5	The Contractors training material shall be adapted and provided for each of the Authorized User Levels as determined by the Department and as directed in the approved Training Plan. The current authorized user level is fairly static.
TRAIN.1-6	<p>The Contractor shall develop a Training Plan, submitted for Department approval, that is updated and delivered annually, which includes:</p> <ul style="list-style-type: none"> - Training approach - Training methodologies (face-to-face, online, webinar, other) - Process for identifying training needs - Process for communicating and scheduling training - Training deployment during transition/operational readiness and operations phases - Commitment to how the Contractor will meet the learning needs of the authorized System users
TRAIN.1-7	The Contractor shall, in accordance with the approved Training Plan, develop pertinent content, deliver, update, maintain, and conduct a broad spectrum of comprehensive training programs from knowledgeable, content-specific subject matter expert trainers, along with related documentation and presentation materials, for initial and ongoing training for internal and external stakeholders, including, but not limited to, authorized data warehouse users from the Department, other State agencies, the Contractor, and other supporting Contractors. All trainings shall include an evaluation and quality improvement component to ensure trainers and content are continually assessed by the Department.

TRAIN.2 - Assessment of Department needs including initial training associated with new functionality and upgrades related to the EDW, routine training on the various user software and tools as well as trainings on the data model.	
TRAIN.2-1	The Contractor shall develop training that will be limited to authorized users whose role-based profiles allow access to the tools and data, as determined by the Department, and shall be developed and provided in accordance with an approved Training Plan.
TRAIN.2-2	The Contractor shall propose, develop, produce, publish, and deliver training materials specific to the data warehouse for authorized data warehouse users.
TRAIN.2-3	The Contractor shall provide regular refresher training sessions for authorized data warehouse users to disseminate updated or new reporting or data processes throughout the Contract term.
TRAIN.2-4	The Contractor shall provide training and associated reference documentation to authorized users that will provide them the ability to fully utilize the Secure Data Dissemination (SFTP) functionality upon takeover, in accordance with SFTP requirement EDW.5-15 in this contract.
TRAIN.2-5	The Contractor shall provide training and associated reference documentation to authorized users that will provide them the ability to fully utilize other System Tools, environments, permissions, and functionality upon takeover.
TRAIN.2-6	The Contractor shall provide training and associated reference documentation to authorized users on the Interfaces and Data Exchanges upon takeover.
TRAIN.2-7	The contractor shall provide training and associated reference documentation to authorized users on the data, including model, governance and characteristics, and best practices for utilizing the data, including indices, linking data, and recommended parameters upon takeover.
TRAIN.2-8	<p>The Contractor shall provide System and associated reference documentation to authorized users at the appropriate Authorized User Levels.</p> <p>The System and reference documentation shall assist authorized users in understanding the data and tools including where and how the data is located and how it is accessed in the data warehouse.</p>
TRAIN.2-9	The contractor shall provide and communicate ongoing training and associated reference documentation to authorized users at the appropriate Authorized User Levels, including model, governance and characteristics and best practices for utilizing the data, including query optimization, recommended parameters, and linking data.
TRAIN.2-10	The Contractor shall provide ongoing training and associated reference documentation to authorized users at the appropriate Authorized User Levels

	related to each applicable System Tool and functionality, and addressing data structure.
TRAIN.2-11	The Contractor shall provide ongoing training and associated reference documentation to authorized users at the appropriate Authorized User Levels addressing data structure.
TRAIN.2-12	The Contractor shall provide ongoing training and associated reference documentation to authorized data warehouse users at the appropriate Authorized User Levels addressing Contractor documentation, including what exists, how to access it, and where to find it.
TRAIN.2-13	The Contractor shall provide quarterly training sessions for Advanced Users addressing advanced data warehouse topics and system tool functionality. This training shall include topics agreed to between the Department and the Contractor.
TRAIN.2-14	The contractor shall provide comprehensive, Department approved electronic training for System Tools for authorized users to access on-demand. This electronic training shall be used as a complement to, and not in place of, in-person training provided by the Contractor. These trainings shall address all System Tools user levels, including beginner, intermediate, and advanced.
TRAIN.2-15	The Contractor shall provide the Department copies of Department approved, available training, and/or guidebooks addressing System Tools. The Contractor shall provide this via an online repository of system documentation. For COTS tool components, Contractor shall identify and propose OEM and third-party training materials for inclusion in an online repository for Department users.
TRAIN.2-16	The Contractor shall provide training and associated reference documentation to authorized users that will provide them the ability to utilize the SQL Tool upon takeover.
TRAIN.2-17	The Contractor shall provide training and associated reference documentation to authorized users for SQL training at beginner, intermediate, and advanced levels.
TRAIN.2-18	The Contractor shall provide ongoing training and associated reference documentation throughout the term of the Contract for authorized users addressing the data warehouse, System Tools, new reporting, data processes, upgrades, and enhancements to ensure that authorized users maintain current, relevant, and thorough knowledge on the functionality and utilization of the data warehouse.
TRAIN.2-19	The Contractor shall provide annual professional training by a certified trainer or equally qualified trainer, on one of the System Tools each year for Advanced Users, addressing the System Tool and functionality agreed upon by the Department and the Contractor. These trainings shall include System Tools and functionality for the specific number of Advanced Users, as agreed to between the Contractor and the Department.
TRAIN.3 - Commitment to Training Needs - Contractor commitment to meeting training needs through resources, tools and other necessary investments.	

TRAIN.3-1	The contractor shall provide evaluation and quality improvement components for all trainings for authorized data warehouse users. The Contractor shall update the evaluation and quality improvement components for all training sessions as outlined in the approved Training Plan.
TRAIN.3-2	The Contractor shall Incorporate evaluation and quality improvement components from training sessions to improve future training, and update future training as necessary to include the results of evaluation and quality improvement components of prior training.
TRAIN.3-3	The Contractor shall track and provide confirmation of attendance at all training sessions and what versions of training materials were presented at the training.
TRAIN.3-4	The Contractor shall provide training evaluation reports by participant or summaries of evaluation to the Department.
TRAIN.4 Training Tools - Description of training tools and requirements.	
TRAIN.4-1	The Contractor shall provide electronic, on-demand training that authorized users may choose to access in lieu of face-to-face training. These trainings shall reflect electronic guidelines included in the Authorized User Level Training Guideline provided by the Department.
TRAIN.4-2	The Contractor shall provide a training environment that is similar in response time and functionality to that which will be experienced by authorized users in day-to-day operations.
TRAIN.4-3	The Contractor shall provide the ability for video conferencing, or other remote methods as approved by the Department, for training participation and presentations.
TRAIN.5 User Help - User help via online, real time access.	
TRAIN.5-1	<p>The Contractor shall provide and maintain data layout documentation, data dictionary, data mapping crosswalk, inbound/outbound capability, and frequency for all Interfaces and Data Exchanges.</p> <p>The Contractor will provide access to the data dictionary through a searchable online web-based electronic data dictionary solution.</p> <p>At a minimum, the data dictionary shall contain the following for each field:</p> <ul style="list-style-type: none"> - Human readable (English) field name - A field description - Database field name - Database table - Field Type and length - Codes associated with the field - Descriptions of each code

	<ul style="list-style-type: none"> - Original field source - Caveats to the data field, for example: <ul style="list-style-type: none"> -- "field is only populated for records added on or after 1/1/2020" -- "race codes completely revised for records written on or after 7/1/2021" -- "pregnancy due date is unreliable"
TRAIN.5-2	The Contractor shall provide reference and help materials in formats and media requested by the Department.
TRAIN.5-3	The Contractor shall provide searchable, downloadable versions of data documentation for Interfaces and Data Exchanges that are readily available online to Department designated users.
TRAIN.5-4	The Contractor shall create and maintain an online, searchable, downloadable data dictionary of all tables and fields, field types and descriptions, and valid values, to be understood by an authorized user.
TRAIN.5-5	THIS REQUIREMENT INTENTIONALLY DELETED.
TRAIN.5-6	THIS REQUIREMENT INTENTIONALLY DELETED.
TRAIN.5-7	THIS REQUIREMENT INTENTIONALLY DELETED.
TRAIN.5-8	THIS REQUIREMENT INTENTIONALLY DELETED.
TRAIN.5-9	The Contractor shall develop, produce, publish, deliver, and maintain all applicable User Guide/Help updates via an online repository.
TRAIN.6 Reporting Support - Support to authorized users in use of tools on ad hoc basis.	
TRAIN.6-1	The Contractor shall provide resources with expertise and knowledge of the data structure, data fields, and data warehouse functionality to answer questions and provide on-demand help to authorized users for ad hoc reporting and querying via the supported tools.
TRAIN.6-2	The Contractor shall provide full documentation for all derived data fields, calculations, and Contractor developed reports in searchable, electronic, human readable format that is readily available online to the Department and its designees.
TRAIN.6-3	The Contractor shall provide an electronically searchable, indexed, secure, and highly organized SharePoint site to store and manage training materials, implementation memos and help documentation. The site must be flexible to accommodate additional libraries and lists as new content is identified, and libraries should leverage metadata (file properties) where beneficial to support users ease of access, document management and searching.
TRAIN.6-4	The Contractor shall provide continuous assistance via phone, email, web-based, and ongoing one-on-one coaching to authorized data warehouse users that will

	train them to fully utilize System Tools and functionality throughout the duration of the contract.
TRAIN.6-5	The Contractor shall provide assistance for authorized users when the System Tools are not responding within established parameters or when data being returned does not reflect expected results.
TRAIN.6-6	The Contractor shall assess the current training material, identify gaps, and develop a To Be state Training inventory document.
TRAIN.6-7	The Contractor shall develop a new employee onboarding Training needs plan.
TRAIN.6-8	The Contractor shall develop an EDW onboarding guide for all user levels including business users and power users. The guide shall include, but not be limited to all web links, access paths for any vendor hosted systems including the data warehouse and help desk. The guide shall also include screenshots, vendor hosted documentation, and links to training.

EXHIBIT O, CMDS REQUIREMENTS

Number	Client Requirement
FDRP01	The Contractor's solution shall maintain, track, and report claims data (e.g., prompt payment of clean claims, claims inventory) to support compliance with 42 CFR 447.45
FDRP04	The Contractor's solution shall have the ability to gather, store, and report data, as required by CMS specification, for T-MSIS (Medicaid Statistical Information System) data reporting.
FDRP09	The Contractor's solution shall have the ability to produce CMS 21e and CMS 64ec (MAR) statistical eligibility reports.
FDRP11	The Contractor's solution shall supplement data from outside sources into T-MSIS data if required (e.g., Capitation payment records from enrollment process, Eligibility characteristic data from eligibility intake process, Medicaid services processed by non-MMIS State departments, such as mental health services, Utilization based on Managed Care encounters) as defined by the Department.
FDRP17	The contractor's solution shall have the ability to balance and report MAR counts/amounts to the designated state's data source as specified by Agency.
FDRP18	The Contractor's solution shall have the ability to produce the Medical Assistance Program Status report as specified by Agency.
FDRP19	The Contractor's solution shall have the ability to produce the Expenditure Analysis Detail report as specified by Agency.
FDRP20	The Contractor's solution shall have the ability to produce the Expenditure Analysis Summary report as specified by Agency.
FDRP21	The Contractor's solution shall have the ability to produce the Provider Participation Analysis Summary report as specified by Agency.
FDRP22	The Contractor's solution shall have the ability to produce the Operational Performance Detail report as specified by Agency.
FDRP23	The Contractor's solution shall have the ability to produce the operational performance summary report as specified by agency.
FDRP24	The Contractor's solution shall have the ability to produce the Claims Processing Performance Analysis report as specified by Agency.
FDRP25	The Contractor's solution shall have the ability to produce the Claims Processing Thruput Analysis report as specified by Agency.
FDRP26	The Contractor's solution shall have the ability to produce the Error Distribution Analysis report as specified by Agency.

FDRP27	The Contractor's solution shall have the ability to produce the Provider Participation Analysis Detail report as specified by Agency.
FDRP28	The Contractor's solution shall have the ability to produce the Provider Claim Filing Summary report as specified by Agency.
FDRP29	The Contractor's solution shall have the ability to produce the Provider Claim Filing Analysis report as specified by Agency.
FDRP30	The Contractor's solution shall have the ability to produce the Provider Claim Filing Details report as specified by Agency.
FDRP31	The Contractor's solution shall have the ability to produce the Coordination of Benefit Payment Analysis report as specified by Agency.
FDRP32	The Contractor's solution shall have the ability to produce the Error Frequency Analysis report as specified by Agency.
FDRP33	The Contractor's solution shall have the ability to produce the Provider Ranking List report as specified by Agency.
FDRP34	The Contractor's solution shall have the ability to produce the CMO Member Participation Summary report as specified by Agency.
FDRP35	The Contractor's solution shall have the ability to produce the Member Expenditure Analysis County Detail report as specified by Agency.
FDRP36	The Contractor's solution shall have the ability to produce the Member Expenditure Analysis Summary report as specified by Agency.
FDRP37	The Contractor's solution shall have the ability to produce the Member Cost Sharing Summary report as specified by Agency.
FDRP41	The Contractor's solution shall have the ability to produce the Top Twenty-five Providers by COS report as specified by Agency.
FDRP42	The Contractor's solution shall have the ability to produce the Top Twenty-five Providers by Assignment Plan report as specified by Agency.
FDRP43	The Contractor's solution shall have the ability to produce the MRDD Provider Services Rendered Report as specified by Agency.
FDRP44	The Contractor's solution shall have the ability to produce the MRDD Self-Directed Services Report as specified by Agency.
FDRP45	The Contractor's solution shall have the ability to produce the Provider Ranking List by Claims-County report as specified by Agency.
FDRP46	The Contractor's solution shall have the ability to produce the CMO Provider Participation Analysis Summary report as specified by Agency.
FDRP47	The Contractor's solution shall have the ability to produce the CMO Provider Participation Analysis Detail report as specified by Agency.

FDRP48	The Contractor's solution shall have the ability to produce the Self Directed Care Reconciliation Report as specified by Agency.
FDRP49	The Contractor's solution shall have the ability to produce the Medicaid Expenditure By Member County of Residence report as specified by Agency.
FDRP50	The Contractor's solution shall have the ability to produce the CMS 372 Annual Report on ICWP-TBI Waiver report as specified by Agency.
FDRP51	The Contractor's solution shall have the ability to produce the CMS 372 Annual Report on MRWP-NOW Waiver report as specified by Agency.
FDRP52	The Contractor's solution shall have the ability to produce the CMS 372 Annual Report on CHSS-COMP Waiver report as specified by Agency.
FDRP53	The Contractor's solution shall have the ability to produce the CMS 372 Annual Report on GAPP-DC Waiver report as specified by Agency.
FDRP54	The Contractor's solution shall have the ability to produce the CMS 372 Annual Report on ED Waiver report as specified by Agency.
FDRP55	The Contractor's solution shall have the ability to produce the CMS 372 Annual Report on CBAY Waiver report as specified by Agency.
FDRP56	The Contractor's solution shall have the ability to produce the CMS Enrollment Numbers report as specified by Agency.
FDRP57	The Contractor's solution shall have the ability to produce the CMS 37.7 Medicaid Program Budget Report as specified by Agency.
FDRP58	The Contractor's solution shall have the ability to produce the CMS21E-SCHIP Enrollment Report as specified by Agency.
FDRP59	The Contractor's solution shall have the ability to produce the CMS64EC-Non SCHIP Enrollment Report as specified by Agency.
FDRP60	The Contractor's solution shall have the ability to produce the CMS64EC-Non SCHIP Enrollment Report Preliminary report as specified by Agency.
FDRP61	The Contractor's solution shall have the ability to produce the SCHIP Race Gender and Ethnicity Report as specified by Agency
FDRP62	The Contractor's solution shall have the ability to produce the CMS6421E-Non SCHIP Enrollment Report as specified by Agency.
FDRP63	The Contractor's solution shall have the ability to produce the Payment Comparison by COS report as specified by Agency.
FDRP64	The Contractor's solution shall have the ability to produce the Payment Comparison by Provider Type report as specified by Agency.
FDRP65	The Contractor's solution shall have the ability to produce the Error Code Analysis report as specified by Agency.

FDRP66	The Contractor's solution shall have the ability to produce the Expenditures By COS and Aid Category report as specified by Agency.
FDRP67	The Contractor's solution shall have the ability to produce the Long Term Care Payments by Revenue Code report as specified by Agency.
FDRP68	The Contractor's solution shall have the ability to produce the Medicare Participation Part A report as specified by Agency.
FDRP69	The Contractor's solution shall have the ability to produce the Medicare Participation Part A B report as specified by Agency.
FDRP70	The Contractor's solution shall have the ability to produce the Medicare Participation Part B report as specified by Agency.
FDRP71	The Contractor's solution shall have the ability to produce the Expenditures by COS report as specified by Agency.
FDRP72	The Contractor's solution shall have the ability to produce the Expenditures by Provider Type report as specified by Agency.
FDRP73	The Contractor's solution shall have the ability to produce the Operational Performance - Averages and Percents report as specified by Agency.
FDRP74	The Contractor's solution shall have the ability to produce the Operational Performance - Dollars report as specified by Agency.
FDRP75	The Contractor's solution shall have the ability to produce the Operational Performance - Provider report as specified by Agency.
FDRP76	The Contractor's solution shall have the ability to produce the Place of Service Analysis report as specified by Agency.
FDRP77	The Contractor's solution shall have the ability to produce the Provider Error Analyst report as specified by Agency.
FDRP78	The Contractor's solution shall have the ability to produce the Provider Filing Analysis report as specified by Agency.
FDRP79	The Contractor's solution shall have the ability to produce the Provider Participation Average report as specified by Agency.
FDRP80	The Contractor's solution shall have the ability to produce the Provider Participation Total report as specified by Agency.
FDRP81	The Contractor's solution shall have the ability to produce the Provider Ranking report as specified by Agency.
FDRP82	The Contractor's solution shall have the ability to produce the Participation Analysis Aid Category report as specified by Agency.
FDRP83	The Contractor's solution shall have the ability to produce the Participation Analysis by COS report as specified by Agency.

FDRP84	The Contractor's solution shall have the ability to produce the Member Participation Summary by County report as specified by Agency.
FDRP85	The Contractor's solution shall have the ability to produce the Member Copayment by Aid Category report as specified by Agency.
FDRP86	The Contractor's solution shall have the ability to produce the Member Ranking report as specified by Agency.
FDRP87	The Contractor's solution shall have the ability to produce the Third Party Payment Ranking report as specified by Agency.
FDRP88	The Contractor's solution shall have the ability to produce the Claims Throughput Analysis - DOR to DOA report as specified by Agency.
FDRP89	The Contractor's solution shall have the ability to produce the Claims Throughput Analysis - DOR to DOP report as specified by Agency.
COND01	The Contractor's solution will enhance the user ability to understand federal reports by providing both dashboard capabilities and supporting the use of drill through analysis.
COND02	<p>The Contractor shall facilitate UAT for the implementation of the federal reporting module as follows:</p> <ul style="list-style-type: none"> a. Provide test cases and scripts from previous test levels. b. Assist the Department in developing UAT test cases. d. Refresh data, execute processes, and migrate releases or code fixes as requested or on an agreed-upon schedule. e. Provide test data
COND03	The Contractor shall provide training on the system for UAT testers. The Contractor shall provide updated User and System Documentation to UAT testers to support the UAT effort.
COND04	The contractor shall make available system documentation for the new federal reporting module that clearly explains report criteria to authorized users from all federal reports in order to validate and verify reports.
COND05	The contractor shall produce accurate federal reports from the federal reporting module in compliance with State and Federal requirements.

EXHIBIT P, OPTIONAL ACCELERATED TRANSITION

1. OPTIONAL PRICING COMPONENT

- 1.1. The purpose of this Exhibit is to list exceptions and assumptions that apply to the base contract if the Department elects to execute the Accelerated Transition option. If the Department executes this option, all terms and conditions and requirements as listed in Exhibits A thru O will continue to remain valid with the noted exceptions listed in this Exhibit.
- 1.2. The Department may, at its sole discretion, elect to accelerate the Contractor's schedule for Phase I – Transition Phase and address related impacts to Phase II – Maintenance and Improvements as described below. In order to exercise this option, the Department shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter (Exhibit F) attached to this Contract by no later than December 31, 2023. Option exercise after December 31, 2023 may result in schedule and scope changes.
- 1.3. Contractor's accelerated schedule for Phase I – Transition Phase shall prioritize the transition of critical business functions from the incumbent vendor to the Contractor as soon as possible after Contract Performance Beginning Date to maximize business continuity following the expiration of the incumbent vendor's contract.
- 1.4. The Contract Performance Beginning Date will be modified to be January 2, 2024 or three weeks following the contract execution date, whichever is later. This Contract Performance Beginning Date should be indicated in the Option Letter.
- 1.5. Prior to the Contract Performance Beginning Date, the Contractor is authorized but not required to perform discovery activities such as providing a limited project staff, pre-work on deliverables, and meeting with the State and the incumbent. In accordance with 24-30-202, C.R.S., the Department shall not be liable for any separate payment related to these activities.
 - 1.5.1. The following definitions are hereby added/amended:
 - 1.5.1.1. Limited Operations Start Date – the date when the system includes historical data from the incumbent and can successfully process new data from the MMIS and the state's accounting system (FinCORE), including downstream data transformation processes (i.e., monthly reporting layer eligibility snapshots) and Department users can access data via direct SQL queries and COGNOS.
 - 1.5.1.2. Full Deployment Date – The date when all Phase I – Transition Phase activities and all Transition Phase Improvements are complete, regardless of whether the Department's acceptance of the Transition Phase Improvements occurs after that date. The Transition Phase Improvements are considered complete when they are available to authorized users, so long as the Department accepts the Transition Phase Improvements.
 - 1.5.1.3. Go-Live shall consist of the time period between the Limited Operations Start Date and the Full Deployment Date.

- 1.5.1.4. Transition Artifacts – documents, files, or objects related to the design, operation, or transition the system, such as documentation, template, diagram, specifications, plan, process descriptions, procedures, output, or configurations.
- 1.5.2. Prior to the Full Deployment Date, the Contractor shall continuously move into production functions that are defined business priorities of the Department. Business priorities will be documented in the Transition Plan deliverable (DEL TR 1.1).
- 1.5.3. Additionally, the following Transition phase Improvements (Exhibit B, §1.5.1.) are to be deferred until no later than the Full Deployment Date.
 - 1.5.3.1. Migration of existing Data Dictionary to new and improved solution.
 - 1.5.3.2. Deployment of the Contractor’s proprietary T-MSIS quality solution.
 - 1.5.3.3. The Improvement Plan deliverable (DEL TR 1.10)
 - 1.5.3.4. Other deliverable content in §2 will be deferred as identified in Deliverable Expectation Documents and the Project Schedule.
- 1.5.4. The Phase II – Maintenance and Improvements Phase will begin on the Limited Operations Start Date and operate concurrently with Phase I until all Phase I activities are completed. Once Phase I ends, Phase II will continue until the contract expires.
 - 1.5.4.1. Contractor shall not be responsible for delivering system Improvement hours (Exhibit C, §4.2) until after the Full Deployment Date unless otherwise agreed to through the Change Management Process.
- 1.5.5. The Department will ensure that all requested Transition Artifacts are timely delivered. The list of Transition Artifacts requested will be provided in the Transition Plan and will be updated as necessary during the transition. The State shall respond to all other requests for Transition Artifacts no later than 5 business days during execution of the project unless otherwise agreed to by the parties. Contractor shall notify the Department of any missing or inaccurate information within 5 business days following when Contractor becomes aware that Transition Artifacts are missing, incomplete, or inaccurate. Once the Department informs the Contractor when the information will become available or that the requested Transition Artifacts cannot be provided, the Contractor will provide a high-level impact assessment to the Department within 5 business days unless approved differently by the Department. Contractor shall be entitled to schedule relief and adjustment to scope according to the Change Management Process for any delays in receiving complete and accurate Transition Artifacts in a readable format.
- 1.5.6. If the acceleration option is exercised, (Exhibit C, Section 2.3.1) is struck and replaced with as follows:
 - 1.5.6.1. The existing infrastructure configurations and assumptions for the BIDM system databases are shown in the first row of Exhibit Q, Table 2.
 - 1.5.6.2. To support the acceleration option, the Contractor shall as necessary temporarily provide database infrastructure similar to the current database infrastructure configuration provided by the incumbent and shown in row one of Exhibit Q, Table 2 for one year following the Contract Performance Beginning Date.

- 1.5.6.3. The Contractor will observe and report the utilization of the system no later than 90 days after the Full Deployment Date, or to a date agreed to by the parties.
- 1.5.6.4. If Contractor's reported observations lead to infrastructure requirements that are materially different than the information shown in Exhibit Q, Table 2 in order to meet the performance requirements of this Contract, the Parties shall use the Change Management Process to make any necessary modifications to infrastructure requirements.
- 1.5.6.5. If the modifications required cannot be made through the Change Management Process, such as increases in Contract costs, decreases in Contract costs or changes to contract requirements, the Parties will negotiate an amendment to this contract in good faith.
- 1.5.6.6. If the Department is unable to fund any additional necessary infrastructure described in this section or otherwise amend the contract to increase infrastructure without changing the total funding of the contract, Contractor is only required to provide the database infrastructure shown in rows 15-18 of Exhibit Q, Table 2, as amended by any modifications or change orders.
- 1.5.7. The Department will actively participate in transition activities as requested by the Contractor, such as requirements gathering, shadowing and reverse shadowing activities, and will provide Department resources for defined testing phases at a mutually agreed upon staffing level. These activities and phases shall be defined in the Transition Plan deliverable (DEL TR 1.1) and reviewed during regular project management meetings.
- 1.5.8. Any System Documentation updates unrelated to the rehosting, replacement of the incumbent, or the Contractor's improvements will be deferred until after the Full Deployment Date unless mutually agreed upon according to the Change Management process.
- 1.5.9. Contractor shall provide staffing levels to ensure requirements and standards as outlined in this Exhibit are met. Contractor may deviate from the staffing table provided in Exhibit B, Section 1.9.2, Table 1.9 – Staffing to achieve the accelerated schedule.
- 1.5.10. A Contractor Performance Beginning Date after January 2, 2024, may result in Key Personnel absences for up to 4 weeks and schedule relief will be granted during this period. Contractor shall develop and submit an Accelerated Resource Management Plan for Department approval. The Accelerated Resource Management Plan shall meet applicable requirements of the Resource Management Plan deliverable (DEL GEN 1.5) but focus on Start-up and Transition project periods. The Accelerated Resource Management Plan shall also describe in detail the specific resource management changes related to schedule acceleration, including but not limited to:
 - 1.5.10.1. Co-location of staff and/or additional staff travel required.
 - 1.5.10.2. Specialized skillsets required.
 - 1.5.10.3. Staffing redundancies to support accelerated timeline.
 - 1.5.10.4. DELIVERABLE: Accelerated Resource Management Plan (DEL GEN 1.5A)

1.5.10.5. DUE DATE: As defined in Exhibit B, Section 1.20

1.5.11. The Department will ensure a general code freeze and suspension of any new system changes, effective no later than the Contract Performance Beginning Date and lasting until the Full Deployment Date. Any exceptions to the code freeze shall be limited to business-critical activities and mutually agreed upon via the Change Management process.

2. DELIVERABLE TABLE (EXHIBIT B, §1.20.2) IS REPLACED WITH THE TABLE BELOW:

DELIVERABLES	DATE DUE TO THE DEPARTMENT
DEL GEN 1.2 Deliverable Expectations Document	Not later than 5 Business Days after the Contract Performance Beginning Date and 20 Business Days before the respective deliverable
DEL PM 1.5 Project Status Report	To be submitted weekly after the Contract Performance Beginning Date
DEL GEN 1.1 Deliverable Management Plan	Not later than 5 Business Days after the Contract Performance Beginning Date
DEL GEN 1.4 EDW Project Repository	Not later than 5 Business Days after the Contract Performance Beginning Date
Background Check Attestation (Exhibit E)	Within 30 Business Days of the Contract Performance Beginning Date
Subcontractor Information (Exhibit E)	The later of 30 days prior to the Subcontractor beginning work or the Contract Performance Beginning Date
DEL GEN 1.3 Communication Management Plan	Not later than 30 Business Days after the Limited Operations Start Date
DEL PM 1.1 Project Management Plan	Not later than 30 Business Days after the Limited Operations Start Date
DEL GEN 1.5A Accelerated Resource Management Plan	Not later than 5 Business Days after the Contract Performance Beginning Date
DEL GEN 1.5 Resource Management Plan	Not later than 30 Business Days after the Limited Operations Start Date then updated annually
DEL PM 1.2 Risk and Issue Management Plan	Not later than 30 Business Days after the Contract Performance Beginning Date then updated annually
DEL PM 1.6 System Test Plan	Not later than 40 Business Days after the Contract Performance Beginning Date
DEL PM 1.3 Project Schedule	Not later than 20 Business Days after the Contract Performance Beginning Date

DEL TR 1.1 Transition Plan	Not later than 20 Business Days after the Contract Performance Beginning Date
DEL GEN 1.9 Joint Operation Agreement – Final	Not later than 10 Business Days after the Contract Performance Beginning Date
DEL PM 1.4 Change Management Plan	Not later than 50 Business Days after the Contract Performance Beginning Date then updated annually
DEL TG 1.1 Training Plan	Not later than 90 Business Days after Full Deployment Date and updated annually
DEL TG 1.2 Organizational Change Management (OCM) Plan	Not later than 90 Business Days after Full Deployment Date and updated annually
DEL GEN 1.8 Requirement Traceability Matrix	The due date for this Deliverable is identified in the Project Schedule
DEL TR 1.1.1 Software Installation Complete Sign-off	The due date for this Deliverable is identified in the Project Schedule
DEL TR 1.2 Environment Configuration Document	The due date for this Deliverable is identified in the Project Schedule
DEL TR 1.3 Knowledge Transfer Document	The due date for this Deliverable is identified in the Project Schedule
DEL TR 1.4 Shadowing Session Toll Gate	The due date for this Deliverable is identified in the Project Schedule
DEL TR 1.5 Transition Test Results	The due date for this Deliverable is identified in the Project Schedule
DEL TR 1.6 Operational Readiness Assessment Document	The due date for this Deliverable is identified in the Project Schedule
DEL TR 1.7 Deployment Plan	The due date for this Deliverable is identified in the Project Schedule
DEL TR 1.8 Deployment Complete Sign-off	The due date for this Deliverable is identified in the Project Schedule
DEL TR 1.9 Stabilization Report	The due date for this Deliverable is identified in the Project Schedule
DEL TR 1.10 Improvement Plan	The due date for this Deliverable is identified in the Project Schedule
DEL OM 1.1 System Operations and Maintenance Plan	Not later than 30 Business Days before the Full Deployment Date and then updated annually
DEL OM 1.2 System Documentation	Not later than 30 Business Days before the Full Deployment Date and then submitted at a minimum annually

DEL SC 1.1 Business Continuity and Disaster Recovery Plan	Before the Limited Operations Start Date as determined in the Project Schedule and then updated annually
DEL SC 1.2 System Security Plan	Before the Limited Operations Start Date as determined in the Project Schedule and then updated annually
DEL TO 1.1 System Turnover Plan	Not later than 30 Business Days before the Full Deployment Date and then updated annually
CISP Attestation (Exhibit E)	Before the Limited Operations Start Date as determined in the Project Schedule and then updated by August 15 th of each contract year
HHS Attestation (Exhibit E)	Before the Limited Operations Start Date as determined in the Project Schedule and then updated by August 15 th of each contract year
DEL GEN 1.6 Contract Management Report	To be submitted monthly after the Limited Operations Start Date
DEL GEN 1.7 Business Process Improvement Plan	To be submitted by the end of each SFY following the Full Deployment Date then updated annually or upon request
DEL OM 1.3 Test Results	The due date for this Deliverable is identified in the Project Schedule
DEL ES 1.2 ICD for each integration project	The due date for this Deliverable is identified in the Project Schedule
DEL ES 1.3 Mapping Document	The due date for this Deliverable is identified in the Project Schedule
DEL CMS 1.1 Certification Management Plan	The due date for this Deliverable is identified in the Project Schedule
DEL ES 1.1 API Service Catalog	The due date for this Deliverable is identified in the Project Schedule
DEL SC 1.3 SOC 1, Type II Report	August 15 th of each contract year following the Limited Operations Start Date, but not less than 6 months after the Limited Operations Start Date
DEL SC 1.4 Audit/Assessment Report	To be submitted annually after Full Deployment Date, based on a schedule approved by Department
DEL SC 1.5 Corrective Action Plan	To be submitted within 10 Business Days of a Department request
Administrative Report (Exhibit E)	Within 10 Business Days after the Department's request

- 2.1. The Exhibit C, Section 1.1 One-Time Deliverable Payment schedule, shall be replaced with the following:

DELIVERABLE	ESTIMATE D INVOICE DATE	FIXED DELIVERABLE PAYMENT	ACCELERATION PAYMENT	TOTAL DELIVERABLE PAYMENT
DEL GEN 1.5A Accelerated Resource Management Plan	CY2024 Q1		\$2,041,315	\$2,041,315
TR 1.1 Transition Plan	CY2024 Q1	\$1,653,192	\$869,426	\$2,522,618
DEL TR 1.1.1 Software Installation Complete Sign-off	CY2024 Q2	\$1,756,517	\$873,205	\$2,629,722
DEL TR 1.2 LO Environment Configuration Document (Limited Operations)	CY2024 Q2	\$1,084,908	\$444,159	\$1,529,067
DEL TR 1.3 Knowledge Transfer Document & DEL TR 1.4 Shadowing Session Toll Gate	CY2024 Q3	\$1,859,841	\$876,983	\$2,736,824
DEL TR 1.6 LO Operational Readiness Assessment Document (Limited Operations)	CY2024 Q3	\$1,859,842	\$1,281,468	\$3,141,310
DEL TR 1.2 FD Environment Configuration Document (Full Deployment)	CY2024 Q4	\$1,084,908	\$444,159	\$1,529,067
DEL TR 1.8 Full Deployment Complete Sign-Off	CY2025 Q1	\$516,623	\$1,636,831	\$2,153,454
DEL TR 1.10 Improvement Plan	CY2024 Q3	\$516,623		\$516,623
TOTAL (excluding Passthrough Payments)		\$10,332,454	\$8,467,546	\$18,800,000

- 2.2. Fixed Monthly Payments shall commence following the Limited Operations Start Date. The Payment Table (Exhibit C, §2.1.2) is replaced with the table below:

MAINTENANCE & IMPROVEMENTS PERIOD	FIXED MONTHLY FEE
Maintenance & Improvements (Limited Operations Start Date-12/31/2024)	\$744,505.77
Maintenance & Improvements (1/1/2025-12/31/2025)	\$744,505.77
Maintenance & Improvements (1/1/2026-12/31/2026)	\$760,884.89
Maintenance & Improvements (1/1/2027-12/31/2027)	\$777,624.36
Maintenance & Improvements (1/1/2028-12/31/2028)	\$794,732.10

- 2.3. Passthrough payments shall commence following the Limited Operations Start Date. The Payment Table (Exhibit C, §2.2.4) is replaced with the table below:

MAINTENANCE & IMPROVEMENTS PERIOD	PASSTHROUGH PAYMENTS NTE AMOUNT
Maintenance & Improvements (1/1/2025-12/31/2025)	\$408,079
Maintenance & Improvements (1/1/2026-12/31/2026)	\$428,482
Maintenance & Improvements (1/1/2027-12/31/2027)	\$449,907
Maintenance & Improvements (1/1/2028-12/31/2028)	\$472,402

2.4. Section 2.3 Quality Maintenance Payments & Performance Standards

- 2.4.1. Contractor shall not earn Quality Maintenance Payments (QMPs) until 6 months after the Limited Operations Start Date or the month following the Full Deployment date whichever is earlier.
- 2.4.2. Contractor shall not be required to report on performance standard SLAs in Exhibit M until the month following the Full Deployment date, unless otherwise agreed to in the Transition Plan.

EXHIBIT Q, INFRASTRUCTURE SIZING

Table 1

INFRASTRUCTURE DETAILS FOR 12 MONTH IMPLEMENTATION	MONTHS 1-60 COUNTS
VMs - Production	18
CPUs - Production	44
VMs - Development	18
CPUs - Development	36
VMs - Testing	18
CPUs - Testing	36
Oracle Exadata OCPUs - All Environments	48
TBs of Storage - PROD Exadata	256
TBs of Storage - NON-PROD Exadata	168
TBs of Storage - All Other	76

Table 2

Infrastructure Details for 6+6 implementation	Months 1-15 Counts	Months 16-60 Counts
VMs - Production	18	18
CPUs - Production	44	44
VMs - Development	18	18
CPUs - Development	36	36
VMs - Testing	18	18
CPUs - Testing	36	36

Oracle Exadata OCPUs - All Environments	288	48
TBs of Storage - PROD Exadata	256	256
TBs of Storage - NON-PROD Exadata	168	168
TBs of Storage - All Other	76	76