

STATE OF COLORADO CONTRACT

COVER PAGE

<p>State Agency Department of Health Care Policy and Financing</p>	<p>Contract Number 25-191368</p>																								
<p>Contractor Edifecs, Inc.</p>	<p>Contract Performance Beginning Date The later of the Effective Date or October 15, 2024</p>																								
<p>Contract Maximum Amount</p> <p>Initial Term</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="padding-left: 20px;">State Fiscal Year 2025</td><td style="text-align: right;">\$3,279,381.15</td></tr> <tr><td style="padding-left: 20px;">State Fiscal Year 2026</td><td style="text-align: right;">\$4,499,414.74</td></tr> <tr><td style="padding-left: 20px;">State Fiscal Year 2027</td><td style="text-align: right;">\$3,412,093.20</td></tr> <tr><td style="padding-left: 20px;">State Fiscal Year 2028</td><td style="text-align: right;">\$3,581,947.83</td></tr> <tr><td style="padding-left: 20px;">State Fiscal Year 2029</td><td style="text-align: right;">\$3,760,295.12</td></tr> </table> <p>Extension Terms</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="padding-left: 20px;">State Fiscal Year 2030</td><td style="text-align: right;">\$3,885,138.22</td></tr> <tr><td style="padding-left: 20px;">State Fiscal Year 2031</td><td style="text-align: right;">\$3,988,383.63</td></tr> <tr><td style="padding-left: 20px;">State Fiscal Year 2032</td><td style="text-align: right;">\$4,107,585.07</td></tr> <tr><td style="padding-left: 20px;">State Fiscal Year 2033</td><td style="text-align: right;">\$4,230,362.63</td></tr> <tr><td style="padding-left: 20px;">State Fiscal Year 2034</td><td style="text-align: right;">\$4,356,823.61</td></tr> <tr><td style="padding-left: 20px;">State Fiscal Year 2035</td><td style="text-align: right;">\$747,846.41</td></tr> <tr><td style="padding-left: 20px;">Total for All State Fiscal Years</td><td style="text-align: right;">\$39,849,271.61</td></tr> </table>	State Fiscal Year 2025	\$3,279,381.15	State Fiscal Year 2026	\$4,499,414.74	State Fiscal Year 2027	\$3,412,093.20	State Fiscal Year 2028	\$3,581,947.83	State Fiscal Year 2029	\$3,760,295.12	State Fiscal Year 2030	\$3,885,138.22	State Fiscal Year 2031	\$3,988,383.63	State Fiscal Year 2032	\$4,107,585.07	State Fiscal Year 2033	\$4,230,362.63	State Fiscal Year 2034	\$4,356,823.61	State Fiscal Year 2035	\$747,846.41	Total for All State Fiscal Years	\$39,849,271.61	<p>Initial Contract Expiration Date Five (5) years after the Effective Date</p>
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<p>Contract Authority Authority to enter into this Contract exists in C.R.S. §25.5-1-101, <i>et seq.</i>, C.R.S.</p>																									
<p>Contract Purpose This Contract is entered into for Contractor to operate an EDI solution that meets EDI and HIPAA transaction standards, including sending and receiving required transactions and support testing with Providers, regardless of platform. Contractor was awarded this Contract under Solicitation #UHAA ITN 2022000015.</p>																									
<p>Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract:</p> <ol style="list-style-type: none"> 1. Exhibit A – HIPAA Business Associates Addendum 2. Exhibit B – Statement of Work 3. Exhibit C – Rates 4. Exhibit D – Terminology 5. Exhibit E – Contractor’s Administrative Requirements 6. Exhibit F – Sample Option Letter 7. Exhibit G – Federal Provisions 8. Exhibit H – PII Certification 9. Exhibit I – Information Technology Provisions 10. Exhibit J - Requirements 11. Exhibit K – Software License Terms and Conditions <p>In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. Exhibit A, HIPAA Business Associates Addendum 2. Exhibit G, Federal Provisions 3. Colorado Special Provisions in §18 of the main body of this Contract 4. Exhibit I, Information Technology Provisions 5. The provisions of the other sections of the main body of this Contract 6. Exhibit K, Software License Terms and Conditions 7. Exhibit B, Statement of Work 8. Exhibit D, Terminology 9. Exhibit E, Contractor’s Administrative Requirements 10. Exhibit C, Rates 11. Exhibit H, PII Certification 12. Exhibit F, Sample Option Letter 																									

Principal Representatives

For the State:

Kristen Lindblom
Health Information Office
1570 Grant Street
Denver, CO 80203
Kristen.Lindblom@state.co.us

For Contractor:

Britt Terrell
Edifecs, Inc.
1756 114th Ave SE
Bellevue, WA 98004
britt.terrell@edifecs.com

For notices related to the Business Associate Agreement, the State shall provide notice to Contractor's primary point of contact and the Contractor's security team via security@edifecs.com.

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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



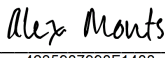
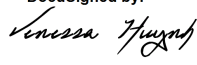
<p>CONTRACTOR EDIFECS, INC. Milla Rahmani, Chief Legal Officer Signed by:  By: _____ 03DF32ACD7F4438... Date: 10/16/2024 14:42 PDT</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director DocuSigned by:  By: _____ 0B6A84797EA8493... Date: 10/16/2024 16:04 MDT</p>
<p>In accordance with §24-30-202, C.R.S., if this Contract is for a Major Information Technology Project, this Contract is not valid until signed and dated below by the Chief Information Officer or an authorized delegate.</p> <p>STATE CHIEF INFORMATION OFFICER David Edinger, Chief Information Officer and Executive Director DocuSigned by:  By: _____ 4235987998F1488... Date: 10/17/2024 11:03 MDT</p>	<p>In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD DocuSigned by:  By: _____ BDAE70278CB84E5... Effective Date: 10/17/2024 11:31 MDT</p>

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1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in 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. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 10 years from its Effective Date absent prior approval from both (i) the Chief Procurement Officer in accordance with the Colorado Procurement Code and (ii) the Contractor.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§155**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “**End of Term Extension**”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

E. Early Termination in the Public Interest

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

which shall be governed by §12.

i. Method and Content

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

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §13.

iii. Payments

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Breach of Contract”** means the 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.
- B. **“Business Day”** means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1), C.R.S.
- C. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority, pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the State.
- D. **“Contract”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- E. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- F. **“Contractor Pre-Existing Material”** means material, 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 and independent of any services rendered under any other contract with the State.

- G. “**Contractor Confidential Information**” means all information provided by Contractor to the State that Contractor marks as confidential and (a) disclosure runs contrary to a state or federal statute (e.g., HIPAA); or (b) includes information that would not be subject to disclosure under CORA (including, for example, any trade secrets privileged information, and other confidential commercial or financial data, including public records covered by attorney-client or work product privileges).
- H. “**Colorado Open Records Act (CORA)**” means §24-72-200.1, *et seq.*, C.R.S.
- I. “**Contractor Property**” means any (a) pre-existing materials owned by, or licensed to, Contractor including, but not limited to, all pre-existing Software, Documentation, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, whether incorporated in a Deliverable or necessary to use a Deliverable, or (b) any of these same items that are developed during the Term of this Contract not specifically delivered to the State under this Agreement.
- J. “**Deliverable**” means the outcome to be achieved or output to be provided under this Contract.
- K. “**Documentation**” means all technical user manuals provided by Contractor relating to the operation and use of the Software.
- L. “**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.
- M. “**End of Term Extension**” means the time period defined in §2.D
- N. “**Exhibits**” means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- O. “**Extension Term**” means the time period defined in §2.C
- P. “**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. For the avoidance of doubt, Goods will not include the Software.
- Q. “**Incident**” means any attempted 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. This definition constitutes notice by Contractor to State of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents for which no

additional notice is required. “Unsuccessful Security Incidents” include, but are not limited to, pings and other broadcast attacks on Contractor’s firewall, port scans, unsuccessful log-on attempts, and denial of service attacks, so long as there is no unauthorized access, use or disclosure of electronic PHI. All reports of Breaches shall be made in compliance with 45 CFR §164.410.

- R. **“Initial Term”** means the time period defined in **§2.B**
- S. **“Intellectual Property Rights”** means all worldwide trade secrets, patents and patent applications, trademarks (registered or unregistered, including any goodwill acquired in those trademarks), service marks, trade names, copyrights, moral rights, database rights, design rights, and all other intellectual property and proprietary rights (registered or unregistered, and any application), and all other similar rights as they may exist anywhere in the world.
- T. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- U. **“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.
- V. **“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.
- W. **“Services”** means the professional 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 Software.
- X. **“Software”** means: (a) the object code of Contractor’s computer programs (including any third-party products licensed by Contractor and embedded in or integrated with Contractor’s computer programs and any interfaces independently developed by Contractor) identified in this Contract; (b) any patches, service packs, and new releases provided to the State by Contractor under this Contract; and (c) software offered in the cloud or as software as a service identified in this Contract.
- Y. **“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, 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.

- Z. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- AA. **“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.
- BB. **“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.
- CC. **“Subcontractor”** means any third party engaged by Contractor to aid in performance of the Work.
- DD. **“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.
- EE. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- FF. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, 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. “Work Product” does not include any Contractor Property.

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

4. STATEMENT OF WORK

- A. Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit B, its appendices, and Exhibit J. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.
- B. The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon rates established in this Contract, 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, Exhibit K, Software License Terms and Conditions and Exhibit C, Rates.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. Subject to Section 5(B)(iii), if the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Contract.

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds, the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this

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

6. REPORTING - NOTIFICATION

A. Litigation Reporting

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

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

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 §155 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 the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

C. 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. The Parties acknowledge and agree that the Work will not impact the State's Comprehensive Annual Financial Report.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all material documents, records, communications, notes and other materials relating to (i) invoices, charges, and expenses paid by the State, (ii) Contractor's use and disclosure of PHI, and (iii) Contractor's information security (the "Contractor Records"). 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 and any other duly authorized agent of the State once per year, and the any regulatory authority and any other duly authorized agent of that regulatory authority to audit, inspect, examine, and excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make such Contractor Records available during normal business hours at Contractor’s office or place of business, or at other mutually agreed upon times or locations, upon reasonable notice, to the extent possible, from the State. Reasonable notice may vary depending on Contractor’s ability to gather the applicable Contractor Records or the urgency level of the state, including if 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 reasonably monitor Contractor’s performance of its obligations under this Contract using procedures as determined by the State or that governmental entity. The State shall reasonably 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 and in accordance with this Section 7, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION

A. State Records

i. 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. Contractor or its Subcontractors shall provide for the security of such data according to 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. Contractor’s confidential obligations do not apply to any suggestions or feedback provided by the State for current or future products or services.

ii. 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.

iii. 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. 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. 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.

iv. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor shall notify the State promptly and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. 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, 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. In the event of an Incident, the State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall

provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

v. 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.

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

B. Contractor Confidential Information

- i. Confidentiality. The State will keep all Contractor Confidential Information in confidence and only use it for fulfilling obligations of this Contract. The State will restrict Contractor Confidential Information to employees and agents who need to know Contractor Confidential Information and have agreed in writing to protect its confidentiality with terms no less burdensome than the terms of this Contract. The State will protect Contractor Confidential Information with the same degree of care it uses to protect its own confidential information but no less than reasonable care. The State will promptly notify Contractor in writing of any misuse of Contractor Confidential Information. The obligations in this section shall continue for three years after the expiration or termination of this Contract, except for Contractor Property and trade secrets that shall continue indefinitely.
- ii. Exceptions. The obligations in this section do not apply to any Contractor Confidential Information that: (a) is or becomes public; (b) was in the State's possession free of any obligation of confidentiality at the time of disclosure; (c) is developed by the State independent from any Contractor Confidential Information; or (d) is required by law or regulation to be disclosed, but only to the extent and for the purpose of the required

disclosure after providing Contractor with advance written notice so Contractor has an opportunity to contest the disclosure or seek an appropriate protective order.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

10. INSURANCE

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

A. Workers' Compensation

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

B. General Liability

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

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

C. Automobile Liability

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

D. Cyber/Network Security and Privacy Liability

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

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

E. Professional Liability Insurance

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

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

F. Crime Insurance

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

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

G. Additional Insured

The State shall be included 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 **§155** 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, §24-10-101, *et seq.*, C.R.S., (the “GIA”), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor’s obligations under the GIA.

L. Certificates

Contractor shall provide to the State certificates evidencing Contractor’s insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor’s subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor’s execution of the subcontract. No later than 15 days before the expiration date of Contractor’s or any Subcontractor’s coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon written request by the State, Contractor shall, within seven Business Days following the written 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. Except for liability pursuant to §17(t) (indemnification), in no event shall either party or any of its agents or representatives be liable under this contract to the other party for any lost revenue, profit, business interruption, loss of capital, or for any indirect, incidental, special, exemplary, or punitive damages however caused, and regardless of (a) whether such damages were foreseeable, (b) whether or not the other party was advised of the possibility of such damages and (c) the legal or equitable theory upon which the claim is based.
- B. Except for liability pursuant to §17(t) (indemnification), in no event shall contractor’s aggregate maximum liability to the state, whether in contract, tort (including negligence), breach of warranty, strict liability, or otherwise, exceeds the greater of three (3) times the annual amount paid by the state to contractor under this contract for the associated order form

in the twelve (12) month period prior to the claim under which such liability arose or the minimum insurance amounts shown in Section 10, whichever is greater.

- C. Further, the foregoing limitations of liability shall not apply to: (a) damages resulting from fraud, or willful misconduct of a party to this contract; (b) claims or damages arising out of bodily injury, including death, or damage to tangible property of the State.

12. BREACH OF CONTRACT

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

13. REMEDIES

- A. State's Remedies

If Contractor is in breach under any material provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §112 and the dispute resolution process in §14, shall have all of the remedies listed in this section, in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

- i. Termination for Breach of Contract

In the event of Contractor's uncured breach, as determined by the dispute resolution process in §14, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

- a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts; provided that, such assignment does not violate the terms of such applicable orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve State Records in the possession of Contractor. At the State's request, Contractor shall destroy all State Records in Contractor's possession at the time of any termination.

- b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received and Software delivered as of the date of termination. If, after

termination by the State, subject to Termination for Breach of Contract §12, 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 of this Contract by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State’s damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, in its discretion (i) secure that right to use such Work for the State and Contractor; or (ii) replace the Work with non-infringing Work or modify the Work so that it becomes non-infringing.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §12 and the dispute resolution process in §14 shall have all remedies available set forth in this Contract or 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. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

A. Contractor Intellectual Property

The Parties acknowledge and agree that as between the State and Contractor, Contractor owns all right, title, and interest, including all copyrights and other intellectual property rights, in and to the Contractor Property and all enhancements, improvements, updates and any other modifications thereto. The State acknowledges that the licenses granted under Exhibit K do not constitute a transfer or sale of the Software or ownership rights in and to the Software or Documentation (or any modifications thereto). The State further acknowledges that the

Software and Documentation and the information therein is proprietary to Contractors and its licensors and comprises: (a) original works of authorship; (b) confidential and trade secret information; and (c) information that has been created, developed and maintained by Contractor or its licensors at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm Contractor or its licensors.

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

ii. Patents

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

iii. Assignments and Assistance

Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of “works made for hire” under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire. Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

C. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, all State Records,

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

D. Exclusive Property of Contractor

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

17. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State; provided however, that, Contractor will have the right to assign this Contract to an affiliate parent entity, in whole or in part, in relation to a corporate restructuring. 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 §17.A, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

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

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

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

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

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

K. External Terms and Conditions

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

L. Severability

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

M. Survival of Certain Contract Terms

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

N. Taxes

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

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §17.A. and Exhibit K, 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, and subject to a custodian's obligation to deny inspection of a record as set forth in §24-72-204, C.R.S., including §24-72-204, C.R.S. (3)(a), this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA. For the avoidance doubt, both Parties acknowledge and agree that all Contractor Confidential Information, assessment results, constitutes trade secrets and/or privileged information. For avoidance of doubt, assessment of Contractor's compliance with this Contract is subject to disclosure.

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 third-party claims of costs, expenses, claims, damages, liabilities, court awards and other amounts (including reasonable attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to any willful act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 or Exhibit A (HIPAA Business Associate Agreement) 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 to the extent caused by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8 or Exhibit A (HIPAA Business Associate Agreement).

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys’ fees and costs) incurred by the Indemnified Parties in relation to any claim that any deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, “IP Deliverables”), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor’s obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is **(a)** provided by Contractor or Contractor’s subsidiaries or affiliates; **(b)** specified by Contractor to work with the IP Deliverables; **(c)** required, by Contractor, in writing, 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)** referenced by Contractor’s Documentation or other materials provided to the State to be used in combination with the IP Deliverables.

iv. Accessibility Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor’s failure to comply with §§24-85-101, *et seq.*, C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103(2.5), C.R.S.

U. Accessibility

- i. To the extent that the Contractor’s Software and Services are in scope, Contractor shall make best efforts to comply with and the Work Product provided under this Contract shall be in substantial compliance with all known requirements related to the applicable

provisions of (i) §§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 make best efforts to comply with (ii) substantially all known State of Colorado technology standards related to technology accessibility and with (iii) Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), version currently established in 8 CCR 1501-11 Technology Accessibility Rules, as incorporated and as defined in the State of Colorado technology standards ((i)-(iii) collectively, the “**Accessibility Requirements**”). Failure to comply frustrates the point of this Contract, and the State of Colorado may, in its sole discretion, choose to terminate all, or a portion, of this Contract for non-compliance.

- ii. The State may require Contractor’s compliance to the State’s Accessibility Standards to be determined by a third party selected by the State to attest to Contractor’s Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103(2.5), C.R.S.

V. Additional Provisions

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

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

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

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

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EXHIBIT A, HIPAA BUSINESS ASSOCIATES ADDENDUM

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

1. PURPOSE

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

2. DEFINITIONS

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

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

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

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

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Permitted Uses and Disclosures.

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

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

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

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

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

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

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

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

o. Business Associate's Insurance and Notification Costs.

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

p. Subcontractors and Breaches.

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

4. OBLIGATIONS OF COVERED ENTITY

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

5. TERMINATION

- a. Breach.

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

6. INJUNCTIVE RELIEF

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

7. LIMITATION OF LIABILITY

Contractor's liability under this Business Associate Agreement shall be subject to **§11** (Limitation of Liability) of this Contract.

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.

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APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

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

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

1. PURPOSE

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

2. ADDITIONAL TERMS

- a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
 - i. Reserved.
- b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
 - i. Reserved.
- c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:
 - i. Reserved.
- b. 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.
- c. 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.
- d. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:
 - i. Reserved.

EXHIBIT B, STATEMENT OF WORK

1. SCOPE OF WORK

- 1.1. Contractor shall implement and operate an Electronic Data Interchange (EDI) solution that meets EDI and HIPAA transaction standards, including generating, sending and receiving required transactions, and support testing with Submitters. Required transactions include:
 - 1.1.1. Batch 837 - Claims Transaction (Institutional, Dental and Professional)
 - 1.1.2. Batch 835 – Batch Outbound Claims Remittance
 - 1.1.3. Batch 834 – Outbound Enrollment
 - 1.1.4. Batch 820 – Outbound Premium to Payers
 - 1.1.5. 270-271 Core OR Processing
 - 1.1.6. 276-277 Core OR Processing
 - 1.1.7. 278 – Prior Authorization
 - 1.1.8. HL7 - Hospital Admission (ADT A01), – Processing only, no loading to TM
 - 1.1.9. NCPDP Pharmacy encounters (NCPDP D.0 B1 format)
 - 1.1.10. Non-standard transactions as requested by the Department.
 - 1.1.10.1. Encounter Response File
 - 1.1.11. Standard 277CA, 999 and TA1 acknowledgements
 - 1.1.12. Contractor shall configure the 278 and NCPDP files, which the Department may choose to implement in the future.
- 1.2. Contractor shall develop, test, configure and implement the following maps for the following transactions, using the mapping specifications provided by the Department:
 - 1.2.1. Batch 837 I: 1 map - X12 to XML
 - 1.2.2. Batch 837 P: 1 map - X12 to XML
 - 1.2.3. Batch 837 D: 1 map - X12 to XML
 - 1.2.4. Batch 835: 1 map – X12 to XML
 - 1.2.5. Batch 834: 1 map - JSON/Flat File/XML to X12
 - 1.2.6. Batch 820: 1 map - JSON/Flat File/XML to X12
 - 1.2.7. 270: 1 map - 1 map - X12 to XML
 - 1.2.8. 271: 1 map - JSON/Flat File/XML to X12
 - 1.2.9. 276: 1 map - 1 map - X12 to XML
 - 1.2.10. 277: 1 map - JSON/Flat File/XML to X12
 - 1.2.11. 278: 1 map - X12 to XML
 - 1.2.12. 278: 1 map - JSON/Flat File/XML to X12
 - 1.2.13. HL7 - no maps
 - 1.2.14. NCPDP - no maps

- 1.2.15. Non-HIPAA compliant encounter response file
- 1.3. The Contractor shall develop, test, configure and implement the following custom SNIPs (SNIP-7) for the following transactions:
 - 1.3.1. Batch 837 I/P/D - 5 unique SNIP-7 edits each
 - 1.3.2. Batch 834 - 0 SNIP-7 edits
 - 1.3.3. Batch 820 - 0 SNIP-7 edits
 - 1.3.4. 270 - 0 SNIP-7 edits
 - 1.3.5. 271 - 0 SNIP-7 edits
 - 1.3.6. 276 - 1 SNIP-7 edits
 - 1.3.7. 277 - 0 SNIP-7 edits
 - 1.3.8. 278 - 0 SNIP-7 edits
 - 1.3.9. HL7 - 0 SNIP-7 edits
 - 1.3.10. NCPDP - 0 SNIP-7 edits
- 1.4. The Contractor shall utilize existing artifacts and documentation available from the incumbent system to reference and expedite the configuration and implementation timeline.
- 1.5. The Contractor shall provide improvements in the current EDI functionality to include, but not be limited to, the following:
 - 1.5.1. The Department, at its discretion, shall have the option to implement the HIPAA X12N Unsolicited 275 attachments.
 - 1.5.1.1. To exercise this option, the State shall provide written notice in a form substantially similar to Exhibit F, Sample Option Letter.
 - 1.5.2. The EDI Software as a Service (SaaS) Solution shall improve and enhance file process for Medicare Crossover coordination of benefits through EDI.
 - 1.5.3. The EDI SaaS Solution shall provide a robust user-friendly, query-based solution that allows the Department and Authorized Users to research claims data more effectively and efficiently.
 - 1.5.4. The EDI SaaS Solution shall allow authorized Department Staff, and Authorized Users the ability to search for transactions with the following, but not limited to such search criteria, as follows: Internal Control Number (ICN), Provider identification number, batch identification number, and Member identification number.
 - 1.5.5. The Contractor shall implement a system that can support online users and batch processing concurrently.
 - 1.5.6. The Contractor shall continue to support all EDI processes related to producing and distributing ANSI X12N transactions and non X12N transactions, supporting Submitters use of the EDI.

2. CONTRACT STAGES AND PROJECT PHASES

2.1. Contract Stages

- 2.1.1. The following stages shall be part of this Contract:

- 2.1.1.1. Design, Develop, and Implementation (DDI) Phase
 - 2.1.1.1.1. Contractor shall configure and implement all the requirements as listed in Exhibit B and Exhibit J.
- 2.1.1.2. Transition Phase
 - 2.1.1.2.1. Contractor shall transition operations of the EDI SaaS Solution from the incumbent, with minimum disruption to services.
- 2.1.1.3. Operations and Maintenance (O & M) Phase.
 - 2.1.1.3.1. Contractor shall support ongoing O & M of the EDI SaaS Solution, as set forth in Section 7 of this Exhibit B, and implement enhancements that are mutually agreed upon, as defined in Exhibit C.

3. REQUIREMENT COMPLIANCE

- 3.1. The Contractor shall adhere to all requirements as stated here in Exhibit B and the requirements in Exhibit J.
- 3.2. General Administrative Requirements
 - 3.2.1. Unless otherwise specified, references to “Section” in this Exhibit B refer to sections within Exhibit B.
 - 3.2.2. The Contractor shall manage all aspects of the Contract that affect:
 - 3.2.2.1. Costs.
 - 3.2.2.2. Schedule.
 - 3.2.2.3. Performance.
 - 3.2.2.4. Scope.
 - 3.2.2.5. Quality.
 - 3.2.2.6. Risk.
 - 3.2.2.7. Issues.
 - 3.2.2.8. Change control.
 - 3.2.2.9. Applicable Resources.
 - 3.2.3. Contractor shall work with the Department’s Contract Manager or designee on Contract monitoring of Contract responsibilities and performance standards throughout the Term of this Contract so that Contract requirements are met.
 - 3.2.4. Contractor shall utilize approved Master Project Management Plan (PMP) processes to notify the Department’s Contract Manager or designee when an issue arises that affects or impacts the terms and conditions set forth in this Contract (Contract Term or Condition Notification).
 - 3.2.5. Each Plan, Document, or other Deliverable or Work Component shall contain: the Contractor’s tasks, State’s tasks, obligations, responsibilities, and an Approved Project Schedule. The Deliverable or Work Component shall be approved by the Department; and those Deliverables’ or Work Components’ identified tasks, obligations, and responsibilities shall be incorporated into this Contract and due to the Department as documented in the Approved Project Schedule.

- 3.2.6. Contractor shall communicate directly and in a transparent manner with the Department during the Term of this Contract.
- 3.2.7. Contractor shall meet or exceed the Service Level Agreements (SLAs) identified in Exhibit J.6. SLA Tab that is attached to this Contract upon completion of the DDI period unless Exhibit J.6 expressly sets forth a contrary duration.
- 3.2.8. Contractor shall apply a continuous security-focused and adaptive development approach to operations and enhancements, providing a solution focused on State and federal rules and regulations.
- 3.2.9. General Requirements for Meetings
 - 3.2.9.1. The Contractor shall create and submit to the Department for review and approval:
 - 3.2.9.1.1. The processes the Contractor will use to maintain Meeting Minutes.
 - 3.2.9.1.2. The processes the Contractor will use to maintain Meeting Records.
 - 3.2.9.1.3. Any other documents related to the scheduled meetings.
 - 3.2.9.2. The Contractor shall create and deliver all Meeting Agendas to the Department and all other meeting attendees at least 24 hours before each meeting is scheduled to begin.
 - 3.2.9.2.1. DELIVERABLE: Meeting Agendas (DEL CM 1.0)
 - 3.2.9.2.2. DUE: At least 24 hours before each meeting is scheduled to begin
 - 3.2.9.3. Contractor shall take Meeting Minutes and retain Meeting Records for all meetings that are hosted by the Contractor with the Department or the Department's Medicaid Enterprise Solution (MES) Vendors. The Contractor shall create and maintain a Project Repository (see Section 5.2) in which all Meeting Minutes and Meeting Records are stored.
 - 3.2.9.4. The Contractor shall post all Meeting Minutes to the Project Repository no later than 5:00 p.m. Mountain Standard Time or Mountain Daylight Time, as applicable, on the Business Day after the meeting occurs.
- 3.2.10. Meeting Management
 - 3.2.10.1.1. As requested by the Department, the Contractor and the Department shall meet as needed to satisfy Work requirements.
 - 3.2.10.1.2. Meetings shall be conducted either in person or virtually, as approved in advance by the Department.
 - 3.2.10.1.2.1. The Parties shall hold meetings, including in person or virtual meetings, at times and locations agreed upon by the Parties.
 - 3.2.10.1.3. Contractor shall ensure that the staff who attend the As-Needed Meetings have the authority to represent and make decisions on behalf of the Contractor with respect to Project Issues such as work planning, problem resolution, and program development.
 - 3.2.10.2. Project Status Meetings
 - 3.2.10.2.1. Contractor shall attend, facilitate, and participate, as mutually agreed upon by the Parties, in Project Status Meetings with the Department, MES Vendors, or any combination thereof.

4. CONTRACT MANAGEMENT

- 4.1. The requirements in this Section apply to all Contract phases.
- 4.2. Weekly Reporting during DDI phase
 - 4.2.1. The Contractor shall develop, support, report (using dashboards), and provide weekly (or as otherwise mutually agreed upon) project management reports on the status of the project activities to allow both the Contractor and the Department to assess Contract milestones, deliverables, and performance.
 - 4.2.2. The Contractor shall ensure that the Contractor's staff attending applicable meetings between the Department and the Contractor have the authority to represent and commit the Contractor regarding work planning, problem resolution, and program development.
 - 4.2.3. The Contractor shall provide written weekly project status reports in a format approved by the Department. The use of real-time dashboard presentations is preferred to allow key metrics to be available in near real time. Weekly reports shall include the status of schedule, performance (quality/scope/technical/operations), risks/issues/opportunities, staffing, and other pertinent metrics related to System projects.
 - 4.2.4. The Contractor shall submit the Weekly Project Status Report to the Department no later than the following Monday, after the applicable week, close of business each week.
 - 4.2.4.1. DELIVERABLE: Weekly Project Status Report (DEL CM 1.1)
 - 4.2.4.2. DUE: Weekly, no later than the following Monday, after the applicable week, at 5:00 p.m. Mountain Standard Time or Mountain Daylight Time, as applicable
- 4.3. Monthly Contract Management Report
 - 4.3.1. The Contractor shall develop and submit to the Department a monthly Contract Management Report that includes the following:
 - 4.3.1.1. Overall project assessment, including a summation of the status of Contractor activities by function or unit of the Contractor organization, scope changes, staff turnover and resource planning, and formal communication of Transmittals and Decision Log entries.
 - 4.3.1.2. Assessment of performance standards for the previous month and identification and description of all performance standards that were not met.
 - 4.3.1.3. A summary of Contractor activities and key performance indicators, for the month and cumulative to the fiscal year end.
 - 4.3.1.4. The Dispute Process trigger mechanism (to submit an item for resolution via the dispute process via letter, email, phone).
 - 4.3.1.5. Any outstanding accessibility issues and the timeline for their resolution, and any accessibility issues resolved during the month.
 - 4.3.1.6. Other activities necessary for the Department to monitor Contractor activities.
 - 4.3.2. The 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 and as defined in the Master Project Management Plan.
 - 4.3.3. Full Business Operations (BizOps) Support

- 4.3.3.1. The Contractor shall provide a Full BizOps dedicated team with shared and named resources that have experience and expertise to support the solution. Contractor resources shall be allocated to provide ongoing, tailored support, and shall build Colorado-specific business context over the Contract term. The BizOps team will be different from the SaaS support team. The SaaS support team activities will be at no additional cost to the Department. Any post-production defects/issues will be handled by the support teams (BizOps or SaaS support). If the defect/issue is related to the base SaaS platform, the SaaS team will triage, trouble shoot and resolve the defect.
- 4.3.3.1.1. The Contractor shall provide subject matter expert training, 8AM-6PM MST, that shall include business analysis and industry subject matter expertise. The Contractor shall work closely with the Department to understand errors, communicate opportunities for improvement and recommendations, and deliver services according to SLA response times.
- 4.3.3.1.2. The Contractor shall provide Ongoing Development support, not to exceed 120 Hours of support per month, for ongoing development, enhancements and changes that require design, development, and testing services. The Contractor shall deliver services according to SLA response times.
- 4.3.3.1.3. The Contractor shall provide Business User and Operations Support for data related queries, analysis and ad-hoc reporting to support business operations, ongoing enablement, training, demonstrations, and knowledge transfer. The Contractor's Full BizOps team shall provide support for Trading Partners and the Collaborative Testing Tool environment. The Contractor shall deliver services according to SLA response times.
- 4.3.3.2. DELIVERABLE: Monthly Contract Management Report (Del CM 1.2)
- 4.3.3.3. DUE: Monthly, no later than at 5:00 p.m. Mountain Standard Time or Mountain Daylight Time, as applicable, on the fifteenth day of each month
- 4.3.4. Joint Operating Agreement Plan
- 4.3.4.1. The Contractor shall provide assistance in completing the Joint Operation 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 the Cover Page. The final JOA Plan is due prior to the Transition Plan as identified in Section 6 and will serve as input to transition planning activities. The Department will take 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.
- 4.3.4.1.1. The JOA will include at a minimum the following topics:
 - 4.3.4.1.1.1. Confidentiality Requirements.
 - 4.3.4.1.1.2. Definitions
 - 4.3.4.1.1.3. Workload.

- 4.3.4.1.1.4. Contract Roles and Responsibilities.
- 4.3.4.1.1.5. Dispute Resolution.
- 4.3.4.1.1.6. Connectivity expectations.
- 4.3.4.1.1.7. Communication approach, roles, and responsibilities.
- 4.3.4.1.1.8. 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).
- 4.3.4.2. The Contractor shall acknowledge the completion of the JOA Plan via a written confirmation.
- 4.3.4.3. DELIVERABLE: Joint Operating Agreement Plan (DEL CM 1.3)
- 4.3.4.4. DUE: As defined in the approved Project Schedule
- 4.4. Business Process Improvement Annual Report
 - 4.4.1. The Contractor shall provide continuous improvements for the EDI process and data quality goals.
 - 4.4.2. The Contractor shall identify potential areas for improvement through Stakeholder discussions.
 - 4.4.3. The Contractor shall review existing operational processes to measure performance, relaxing, and implementing new edits, and identify areas of improvements.
 - 4.4.4. The Contractor shall utilize SME consulting to provide opportunities for improvement and recommendations.
 - 4.4.5. The Contractor shall implement identified and approved improvements following the change control process.
 - 4.4.6. The Contractor shall deliver an annual report on the identified risks, challenges, lessons learned, opportunities to improve during DDI and Operations, and track improvements through a performance dashboard throughout the year.
 - 4.4.6.1. DELIVERABLE: Business Process Improvement Annual Report (DEL CM 1.4)
 - 4.4.6.2. DUE: Annually, no later than 1/31 of each calendar year

5. PROJECT MANAGEMENT REQUIREMENTS

- 5.1. The Contractor shall adhere to Department EPMO standards and protocols on all project management activities throughout the life of the Contract. This includes the use of tools and applications, as well as processes. The Contractor shall provide written project management recommendations, as identified, to improve processes and efficiencies. The Contractor shall work cooperatively with the Department and provide written weekly status updates during all phases of the Contract.
- 5.2. The Contractor shall work with the Department to provision access to the Department's existing and necessary Enterprise-level Project Management plans, processes, standards, and templates.
- 5.3. Deliverable Expectations Document (DED)
 - 5.3.1. The Contractor shall create a DED for all Contract Deliverables that require Department review and approval.

5.3.2. Each DED shall, at a minimum, include all of the following:

5.3.2.1. Traceability to all Deliverables identified in this SOW.

5.3.2.2. Department-approved standards and format, and an outline format for all Deliverables.

5.3.2.3. The type of document (e.g., PDF, PowerPoint, Word Document) in which each Deliverable shall be provided.

5.3.2.4. Identification of when the information contained in the DED will be implemented.

5.3.2.4.1. DELIVERABLE: Deliverable Expectations Document (DED) (DEL PM 1.1)

5.3.2.4.2. DUE: As defined in the approved Project Schedule

5.4. Project Repository

5.4.1. The Contractor shall work with the Department to establish a Project Repository.

5.4.1.1. The Contractor shall define the file structure within the Project Repository to use for all Project documents and Project Artifacts.

5.4.1.2. All Project documents, including draft documents and Work Products, and Project Artifacts shall be saved in the Project Repository.

5.4.1.3. The Department shall provide access to approved Contractor Users, as defined by the Department and communicated to the Contractor, to the Project Repository on demand.

5.4.1.4. The Contractor shall be responsible for the maintenance of all documentation and work products associated with the Work of this Contract.

5.4.1.4.1. DELIVERABLE: Project Repository (DEL PM 1.3)

5.4.1.4.2. DUE: As defined in the approved Project Schedule

5.5. Master Project Management Plan

5.5.1. The Contractor shall develop and submit for Department approval a Master Project Management Plan (PMP) that uses a standard methodology, which defines how the Contractor will manage all aspects of the Contract that affect price, schedule, performance (scope and quality), risk/issues/opportunities, and applicable resources. The plan shall include, at a minimum:

5.5.1.1. Approach for executing monitoring and controlling the project.

5.5.1.2. Approach for managing resources and training.

5.5.1.3. Approach for managing communication and reporting.

5.5.1.4. Approach for managing scope, schedule, and cost.

5.5.1.5. Approach to managing risk and project issues.

5.5.1.6. Approach to managing changes.

5.5.1.7. Approach to configuration management.

5.5.1.8. Deliverable review and acceptance procedures.

5.5.1.9. Systems Development Life Cycle (SDLC) approach.

- 5.5.2. Contractor shall identify project management tools to be used for project management and contract management to track and monitor performance. All tools shall require Department approval.
- 5.5.3. All Work Components of the Master Project Management Plan are set forth in detail below within this Section. The Contractor shall create and maintain a Master Project Management Plan that contains, at minimum, the following:
 - 5.5.4. Communications Management Plan
 - 5.5.4.1. The Contractor shall deliver to the Department for review and approval a Communications Management Plan.
 - 5.5.4.2. At a minimum, the Communications Management Plan shall include all of the following:
 - 5.5.4.2.1. General communication protocols.
 - 5.5.4.2.2. General management processes.
 - 5.5.4.2.3. The Contractor's approach to meeting the communication requirements throughout the Term of the Contract.
 - 5.5.4.2.4. The Contractor's approach to maintaining telephone and email contact with the Department's assigned Division Director and other designated staff on at least a weekly basis throughout the Term of the Contract.
 - 5.5.4.2.5. The Contractor's approach to maintaining daily contact with the Department during critical transition and operational readiness phases, as appropriate.
 - 5.5.4.2.6. Identification of compliance with PMBOK standards.
 - 5.5.4.2.7. Identification of the purpose or goals of the Communications Management Plan.
 - 5.5.4.2.8. Identification of information that will be shared with Stakeholders.
 - 5.5.4.2.9. Identification of stakeholders and schedule of frequency to share information.
 - 5.5.4.2.10. The trigger mechanism for initiating the Dispute Process (e.g., formal letter, email, phone contact).
 - 5.5.4.2.11. For decision management, the strategy for how the Contractor shall distribute a Project decision log to the Department and MES Vendors.
 - 5.5.4.2.11.1. The decision log shall track key decisions that may have an MES impact or Project impact.
 - 5.5.4.2.11.2. At a minimum, the decision log shall include the date, description, rationale, alternatives, expected impact, contributors, and approval signature.
 - 5.5.4.2.12. An identification of:
 - 5.5.4.2.12.1. The Project Stakeholders and their roles.
 - 5.5.4.2.12.2. The frequency and breadth of communications between the Contractor and the Department, Existing Vendors, and the Department's MES Vendors.
 - 5.5.4.2.12.3. The method of communications between the Contractor and the Department, Existing Vendors, and the Department's MES Vendors.
 - 5.5.4.2.12.4. The escalation process for inquiries that EDI solution agents are not able to address.

- 5.5.4.2.12.5. The individuals responsible for the Contractor’s communications, including the identification of valid and after-hour contact information.
- 5.5.4.2.12.6. The Contractor’s review and approval process, including the identification of a process for facilitating the Department’s review of each Deliverable outline and draft documents to have a common understanding of purpose and content of documentation prior to final delivery.
- 5.5.4.2.12.7. Identification of EDI SaaS Solution emergency patch communication procedures and processes and a timeframe for EDI SaaS Solution emergency patches.
- 5.5.4.2.12.7.1. The Contractor shall provide written notification to the Department and affected MES Vendors regarding all EDI SaaS Solution emergency patches.
- 5.5.4.2.12.7.2. The EDI SaaS Solution emergency patch notification shall identify the nature of the EDI SaaS Solution emergency patch that must be applied and the process the Contractor and any MES Vendor, if applicable, shall use to implement the EDI SaaS Solution emergency patch.
- 5.5.4.2.13. Identification of when the Communications Management Plan will be implemented.
- 5.5.4.2.14. WORK COMPONENT: Communication Management Plan (Part of DEL PM 1.2)
- 5.5.4.2.15. DUE: As defined in the approved Project Schedule
- 5.5.5. Documentation Management Plan
 - 5.5.5.1. The Contractor shall develop a Documentation Management Plan.
 - 5.5.5.1.1. The Documentation Management Plan shall include, at a minimum, all of the following:
 - 5.5.5.1.1.1. Approach to support Project continuity.
 - 5.5.5.1.1.2. Retention period for document reference and retrieval.
 - 5.5.5.1.1.3. Process for the Department to use for purposes of retrieving documents.
 - 5.5.5.1.1.4. Knowledge repository for Project-related documents.
 - 5.5.5.1.1.5. Document management standards, procedures, processes, and tools.
 - 5.5.5.1.1.6. Adherence to the Centers for Medicare & Medicaid Services (CMS) Documentation Conditions for Enhanced Funding (CEF) Standards.
 - 5.5.5.1.1.7. Maintenance of a Project Repository throughout the Term of the Contract.
 - 5.5.5.1.1.8. Approach to establishing the Project Repository.
 - 5.5.5.1.1.9. The identification of when the information contained in the Documentation Management Plan will be implemented.
 - 5.5.5.1.1.9.1. WORK COMPONENT: Documentation Management Plan (Part of DEL PM 1.2)
 - 5.5.5.1.1.9.2. DUE: As defined in the approved Project Schedule
- 5.5.6. Resource Management Plan and Organizational Structure
 - 5.5.6.1. The Contractor shall develop a Resource Management Plan and Organizational Structure.

- 5.5.6.1.1. The Resource Management Plan and Organizational Structure shall include, at a minimum, all of the following:
 - 5.5.6.1.1.1. Key Personnel and other staffing considerations as noted in Exhibit E of this document.
 - 5.5.6.1.1.2. Position descriptions and titles.
 - 5.5.6.1.1.3. Required education, training, licensure, and certification for all identified positions.
 - 5.5.6.1.1.4. Required experience for all identified positions.
 - 5.5.6.1.1.5. Specific skills or knowledge required to fulfill the described positions.
 - 5.5.6.1.1.6. The Contractor's approach to human resource management and management of staffing requirements.
 - 5.5.6.1.1.7. Process for replacing Key Personnel.
 - 5.5.6.1.1.8. The Contractor's process for resource planning and reporting, including the identification of current staffing levels and staffing needs for the Work.
 - 5.5.6.1.1.9. The identification of any Personnel vacancies among Key Personnel and Other Personnel.
 - 5.5.6.1.1.10. The identification of when the information contained in the Resource Management Plan and Organizational Structure will be implemented.
- 5.5.6.1.2. WORK COMPONENT: Resource Management Plan and Organizational Structure (Part of DEL PM 1.2)
- 5.5.6.1.3. DUE: As defined in the approved Project Schedule
- 5.5.7. Risk and Issue Management Plan
 - 5.5.7.1. The Contractor shall develop and submit for Department approval a Risk and Issue Management Plan that describes how risks are identified, analyzed, mitigated, communicated, and solutions to identified risks are effectively executed throughout the life of the Contract.
 - 5.5.7.1.1. The Risk and Issue Management Plan shall include, at a minimum, all of the following:
 - 5.5.7.1.2. Identify the process and procedure the Contractor uses to identify and document Risks and Issues.
 - 5.5.7.1.3. Identify the process and procedure the Contractor uses to analyze Risks and Issues.
 - 5.5.7.1.4. Identify the process and procedure the Contractor uses to mitigate Risks and Issues.
 - 5.5.7.1.5. Identify the process and procedure the Contractor uses to manage realized Risks as an Issue.
 - 5.5.7.1.6. Identify the process and procedure the Contractor uses to monitor and communicate Risks and Issues to the Department and, as applicable, to other Department Stakeholders, along with the associated timelines based on the nature and severity of the Risk and Issue.
 - 5.5.7.1.7. The solutions the Contractor utilizes to address identified Risks and Issues.

- 5.5.7.1.7.1. The Risk response plan that shall identify:
- 5.5.7.1.7.2. The Risks that should be avoided.
- 5.5.7.1.7.3. The Risks that should be transferred.
- 5.5.7.1.7.4. The Risks that should be mitigated.
- 5.5.7.1.7.5. The Risks that should be accepted.
- 5.5.7.1.7.6. Descriptions of the Issue Resolution Plan for each Issue.
- 5.5.7.1.7.7. The identification of when the information contained in the Risk and Issue Management Plan will be implemented.
- 5.5.7.1.8. WORK COMPONENT: Risk and Issue Management Plan (Part of DEL PM 1.2)
- 5.5.7.1.9. DUE: As defined in the approved Project Schedule
- 5.5.8. Change Management Plan
 - 5.5.8.1. Contractor shall develop and submit to the Department for approval in collaboration with the EPMO, a Change Management Plan that addresses and defines processes for managing changes to the project. These processes shall include, but are not limited to, the processes to do all of the following:
 - 5.5.8.1.1. Manage Change Requests, including but not limited to system changes, system tools, configuration and customization, and COTS product implementations.
 - 5.5.8.1.2. Proposed SDLC approach for Change Management.
 - 5.5.8.1.3. Proposed methodology for change prioritization and release scheduling.
 - 5.5.8.1.4. Proposed methodology for documenting a change and seeking Department approval.
 - 5.5.8.1.5. Identify business needs from the Department and its designees, as directed by the Department.
 - 5.5.8.1.6. Identify and document changes in schedule, scope of work and/or project budget.
 - 5.5.8.1.7. Develop formal amendment or Option Letter to this Contract for any change in the scope of work that requires additional funding beyond that shown in this Contract or explicitly modifies a requirement contained in this Contract.
 - 5.5.8.1.8. Identify and document changes in business process definition.
 - 5.5.8.1.9. Identify and document changes in federal or state regulatory change support.
 - 5.5.8.1.10. Identify and document changes to the budget and procurement activities.
 - 5.5.8.1.11. Identify and document changes to the system documentation as needed.
 - 5.5.8.1.12. Manage changes in Configuration and Customization, including Configuration Management as defined in industry terms.
 - 5.5.8.1.13. Manage changes in training needs.
 - 5.5.8.1.14. Manage changes to data and/or additions to Department identified data.
 - 5.5.8.1.15. Manage changes in data policy and governance.
 - 5.5.8.1.16. Implement any changes only upon receiving Department approval of those changes.

- 5.5.8.1.17. Obtain Department review and approval of all updates to the Change Management Plan and materials prior to use.
- 5.5.8.1.18. Manage processes to track and communicate all changes, even if they do not require a formal change request.
- 5.5.8.2. The Change Management Plan shall be implemented once approved and Contractor shall adhere to the processes included in the plan.
 - 5.5.8.2.1. WORK COMPONENT: Change Management Plan (Part of DEL PM 1.2)
 - 5.5.8.2.2. DUE: As defined in the approved Project Schedule
- 5.5.9. Quality Management Plan
 - 5.5.9.1. The Contractor shall develop and submit to the Department for approval a Quality Assurance Control/Quality Management Plan, updated and delivered twice per year, by business activity to address the needs and specific opportunities for quality improvement throughout the Contract period. The Quality Assurance Control/Quality Management Plan shall reflect the Contractor's experience and resolve toward:
 - 5.5.9.1.1. Methodology for maintaining quality of the code, workmanship, project schedules, Deliverables, and Subcontractor(s) activities.
 - 5.5.9.1.2. Quality in systems configuration, enhancement, testing, implementation, and post implementation verification.
 - 5.5.9.1.3. Process design and staff training.
 - 5.5.9.1.4. Performance standards development and measurement.
 - 5.5.9.1.5. Customer satisfaction measurement and analysis.
 - 5.5.9.1.6. Operational processes and outcomes.
 - 5.5.9.1.6.1. WORK COMPONENT: Quality Management Plan (Part of DEL PM 1.2)
 - 5.5.9.1.6.2. DUE: As defined in the approved Project Schedule
 - 5.5.10. Deliverable Management Plan
 - 5.5.10.1. The Contractor shall develop a Deliverable Management Plan to define processes and maintenance procedures for the review and approval of all Project Deliverables.
 - 5.5.10.1.1. The Deliverable Management Plan shall include, at a minimum, all of the following:
 - 5.5.10.1.1.1. The Contractor's Deliverables management approach.
 - 5.5.10.1.1.2. The definition of timely submissions, including review and approval of Project Deliverables.
 - 5.5.10.1.1.3. The process by which the Contractor tracks Deliverables.
 - 5.5.10.1.1.4. Version control and tracking of Deliverables.
 - 5.5.10.1.1.5. Quality assurance.
 - 5.5.10.1.1.6. EPMO feedback and recommendations coordination process.
 - 5.5.10.1.1.7. The Department's approval and written signoff of Deliverables.
 - 5.5.10.1.1.8. Change control procedures.

- 5.5.10.1.1.9. The identification of changes, as applicable.
- 5.5.10.1.1.10. The identification of when the information contained in the Deliverable Management Plan will be implemented.
- 5.5.10.1.2. WORK COMPONENT: Deliverable Management Plan (Part of DEL PM 1.2)
- 5.5.10.1.3. DUE: As defined in the approved Project Schedule.
- 5.5.11. Schedule Development and Maintenance Procedures.
 - 5.5.11.1. Contractor shall develop Schedule Development and Maintenance Procedures.
 - 5.5.11.1.1. The Schedule Development and Maintenance Procedures shall include, at a minimum, all of the following:
 - 5.5.11.1.1.1. Contractor's approach to developing the Project Schedule.
 - 5.5.11.1.1.2. Contractor's approach to complying with EPMO schedule maintenance procedures in relation to all MES Modules.
 - 5.5.11.1.1.3. Contractor's process to train, coordinate, and monitor the other MES Vendors for compliance.
 - 5.5.11.1.1.4. Contractor's approach to maintaining transparency of schedule changes and process of communicating to the Department.
 - 5.5.11.1.1.5. Information regarding the implementation of the activities contained in the Schedule Development and Maintenance Procedures.
 - 5.5.11.1.2. Contractor shall develop PMBOK-based and PMBOK-compliant Schedule Development and Maintenance Procedures for the development and maintenance of the Project Schedule to be utilized to validate the accuracy and timing of the progress of the Project.
 - 5.5.11.1.3. Contractor shall apply the Department-approved Schedule Development and Maintenance Procedures to assure the proper development and maintenance of the Project Schedule.
 - 5.5.11.2. Contractor shall comply with the Project Schedule dates and the processes and procedures set forth in the Department-approved DEL 1.2 Master Project Management Plan, unless both Parties agree to modify the Project Schedule or DEL 1.2 Master Project Management Plan, as per the approved Change Management Process.
 - 5.5.11.2.1. WORK COMPONENT: Schedule Development and Maintenance Procedures (Part of DEL PM 1.2)
 - 5.5.11.2.2. DUE: As defined in the approved Project Schedule.
- 5.5.12. Contractor may create and maintain additional information within the Master Project Management Plan, if needed and as mutually agreed upon by the Parties.
 - 5.5.12.1. Contractor shall deliver one Master Project Management Plan to the Department for review and approval upon completion of all components outlined in this Section 5.4. The Contractor shall not use any part or component of the Master Project Management Plan prior to the Department's approval, unless the Department has provided its contingent approval of any part of the Master Project Management Plan.
 - 5.5.12.1.1. DELIVERABLE: Master Project Management Plan (DEL PM 1.2)

5.5.12.1.2. DUE: Within 30 Business Days of the Contract Execution Date

5.6. Project DDI and Transition Schedule

5.6.1. The Contractor shall develop a Project DDI and Transition Schedule for the purpose of identifying project tasks and activities.

5.6.1.1. The Project DDI and Transition Schedule shall include all of the following:

5.6.1.1.1. The identification of tasks included in the Work set forth in the Contract for which the Contractor is responsible.

5.6.1.1.2. The identification of tasks included in the Work set forth in the Contract for which the Department, including tasks that the Department shall require the incumbent vendor to perform, is responsible.

5.6.1.1.3. The identification of tasks the Department shall require the incumbent contractor to perform.

5.6.1.1.4. A portfolio-level schedule that includes all Project tasks and activities.

5.6.1.1.5. Schedule maintenance protocols.

5.6.1.1.6. Baseline schedule dates.

5.6.1.1.7. Anticipated Deliverable due dates.

5.6.1.1.8. Anticipated Milestone completion dates.

5.6.1.2. The Project DDI and Transition Schedule shall be created and maintained in MS Project and shall be provided to the EPMO on a weekly basis.

5.6.1.3. The Project DDI and Transition Schedule shall provide information regarding adherence to all schedule guidelines necessary to validate the accuracy of timeframes.

5.6.1.3.1. DELIVERABLE: Project DDI and Transition Schedule (DEL DDI 1.1)

5.6.1.3.2. DUE: Within 30 Business Days of receipt of the incumbent contractor's Turnover Plan

5.7. Organizational Change Management (OCM) Plan

5.7.1. The Contractor shall develop an OCM Plan.

5.7.1.1. At a minimum, the OCM Plan shall align to Department standard processes and shall include all of the following:

5.7.1.1.1. The process in which the OCM activities will be incorporated into the Project Schedule, which will be tracked to Project completion.

5.7.1.1.2. OCM strategies and tactical steps that address, at a minimum, all of the following:

5.7.1.1.2.1. Best practices as aligned with the Department's EPMO.

5.7.1.1.2.2. Methods to evaluate effectiveness of OCM activities.

5.7.1.1.2.3. Mentoring.

5.7.1.1.2.4. Job shadowing, including opportunities to promote equity, diversity, and inclusion.

5.7.1.1.2.5. Collaborative question and answer sessions.

- 5.7.1.1.2.6. Leveraging role-based, hands-on training and end-user training on all tools, dashboards, and reporting through the Term of the Contract.
- 5.7.1.1.2.7. The identification of when information in the OCM Plan will be implemented.
- 5.7.1.1.2.8. The OCM Plan should be updated for each of the improvements to be implemented
- 5.7.1.1.3. DELIVERABLE: Organizational Change Management Plan (OCM) (DEL OCM 1.1)
- 5.7.1.1.4. DUE: As defined in the approved Project Schedule

5.8. Training Plan

- 5.8.1. Contractor shall develop a Training Plan
- 5.8.2. At a minimum the plan shall include the following:
 - 5.8.2.1. Training approach
 - 5.8.2.2. Training methodologies (face-to-face, online, webinar, other)
 - 5.8.2.3. Process for identifying training needs
 - 5.8.2.4. Process for communicating and scheduling training
 - 5.8.2.5. Training deployment during transition/operational readiness and operations phases
 - 5.8.2.6. Commitment to how the Contractor will meet the learning needs of the authorized System users.
- 5.8.3. The Contractor shall collaborate with the Department to finalize a training schedule.
- 5.8.4. The Contractor shall provide training on the system for UAT testers.
- 5.8.5. The contractor shall provide updated User and System Documentation to UAT testers to support the UAT effort.
- 5.8.6. The Contractor shall provide detailed training to Department Authorized Users.
- 5.8.7. The Contractor shall provide ongoing guidance and refresher training sessions, how to videos, and demos, before and after implementation, as requested by the Department.
- 5.8.8. The Contractor shall be responsible for continuous training for all Tier 1 provider call center agents, Department staff, but not limited to, on their solution.
- 5.8.9. The Contractor shall provide training necessary to support new functionality and or major EDI SaaS Solution software releases that materially change the user interaction.
- 5.8.10. The Contractor shall submit the Training Plan for Department approval, that is updated and delivered annually.
 - 5.8.10.1. DELIVERABLE: Training Plan (DEL OCM 1.2)
 - 5.8.10.2. DUE: As defined in the approved Project Schedule.

5.9. Business Continuity and Disaster Recovery Plan

- 5.9.1. The Contractor shall create a Business Continuity and Disaster Recovery Plan that the 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:

- 5.9.1.1. How the 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.
- 5.9.1.2. How the Contractor will back-up all information necessary to continue performing the Work, so that no information is lost because of a Business Interruption.
- 5.9.1.3. The plan shall also include how the Contractor will make all information available at its back-up facilities.
- 5.9.1.4. The plan shall also include how the Contractor will provide for Committed Transaction Data loss no greater than 12 hours during a Disaster or Business Interruption.
- 5.9.1.5. How the Contractor will maintain complete back-up copies of all data, databases, operating programs, files, systems, and EDI SaaS Solution software pertaining to enrollment information at a Department-approved, off-site location.
- 5.9.1.6. How the Contractor will minimize the effects on Members of any Business Interruption.
- 5.9.1.7. How the Contractor will communicate with the Department during the Business Interruption, the frequency of communication and points of contact within the Contractor's organization the Department can contact in the event of a Business Interruption.
- 5.9.1.8. Planned long-term back-up facilities out of which the Contractor can continue operations after a Disaster.
- 5.9.1.9. The time period it will take to transition all activities from the Contractor's regular facilities to the back-up facilities after a Disaster.
- 5.9.1.10. The Contractor shall annually test its processes and procedures to comply with the requirements of the Business Continuity and Disaster Recovery Plan and affirm such compliance to the Department.
- 5.9.1.10.1. DELIVERABLE: Business Continuity and Disaster Recovery Plan (BCDR) (DEL OCM 1.3)
- 5.9.1.10.2. DUE: As defined in the approved Project Schedule.

6. TRANSITION PHASE

- 6.1. The transition phase shall be conducted in parallel with Design and Development phase.
- 6.2. Transition Plan
 - 6.2.1. The Contractor shall develop and submit for Department approval a Transition Plan including, at minimum:
 - 6.2.1.1. Proposed approach to transition the EDI from the incumbent vendor.
 - 6.2.1.2. Proposed approach for consolidating applicable sections from the Contractor's Turnover Plan into the transition planning activity.
 - 6.2.1.3. Tasks and activities for transition.
 - 6.2.1.4. Transition Milestones and completion dates.
 - 6.2.1.5. Schedule for transition.
 - 6.2.1.6. Entrance and exit criteria.
 - 6.2.1.7. Production program and documentation update procedures during transition.

- 6.2.1.8. Process to import existing, published knowledge management and database documentation.
- 6.2.1.9. Process for initial set up of complaint tracking.
- 6.2.1.10. Operational Readiness Review (ORR).
- 6.2.1.11. Training plan and organizational readiness approach.
- 6.2.1.12. Parallel test support.
- 6.2.1.13. Interface testing.
- 6.2.2. The Contractor shall execute the approved Transition Plan and activities at no additional cost over and above Exhibit C.
 - 6.2.2.1. DELIVERABLE: Transition Plan (DEL TR 1.1)
 - 6.2.2.2. DUE: As defined in the approved Project Schedule
- 6.2.3. Any disputes related to the Transition Plan between the parties of the JOA shall be resolved in accordance with Section 14 of the Contract.

7. IMPLEMENTATION PHASE

- 7.1. The Contractor shall develop and implement:
 - 7.1.1. Business Requirements
 - 7.1.1.1. The Contractor shall schedule Joint Application Design (JAD) sessions with the Department to review requirements identified in this Exhibit B and Exhibit J to validate and finalize scope.
 - 7.1.1.2. The Contractor shall provide best practices, out-of-box features during the JAD sessions to enhance the business process and business requirements.
 - 7.1.1.2.1. The Contractor shall facilitate Business Requirement Document (BRD) sessions with the Department and module Contractors.
 - 7.1.1.2.2. The BRD shall include the requirements and present to the Department for approval.
 - 7.1.2. Fit-Gap Analysis
 - 7.1.2.1. The Contractor shall provide a detailed Fit Gap Analysis (FGA) and Requirements Traceability Matrix linking the Department's BRD requirements to architecture design and test case documents throughout the implementation process.
 - 7.1.2.2. The Contractor shall complete the Fit Gap Analysis (FGA) and present to the Department for approval.
 - 7.1.2.2.1. DELIVERABLE: Fit Gap Analysis (DEL DDI 1.4)
 - 7.1.2.2.2. DUE: As defined in the approved Project Schedule
 - 7.1.3. Design
 - 7.1.3.1. The Contractor shall develop a Design Document and present to the Department for approval.
 - 7.1.3.2. The Design Document shall include how the omni-channel function will work with interaction of the EDI solution with all other MES vendors.

- 7.1.3.2.1. DELIVERABLE: Design Document (DEL DDI 1.5)
- 7.1.3.2.2. DUE: As defined in the approved Project Schedule
- 7.1.4. Development
 - 7.1.4.1. The Contractor shall develop artifacts in Non-Production (Non-PROD) and deliver to Department for approval.
 - 7.1.4.1.1. The Contractor shall configure and develop all necessary components of the EDI solution, including other tools, as required, to support the Work.
 - 7.1.4.1.2. DELIVERABLE: Developed Artifacts in Non-PROD (DEL DDI 1.6)
 - 7.1.4.1.3. DUE: As defined in the approved Project Schedule
 - 7.1.5. Testing
 - 7.1.5.1. The Contractor shall communicate and coordinate all testing activities as deemed applicable by the Enterprise Testing team.
 - 7.1.5.2. The Contractor shall coordinate with the Enterprise Testing team before changes are released in the production environment if there is multiple MES module impact.
 - 7.1.5.3. The Department requires the Contractor to coordinate with the Enterprise Testing team, for testing of end-to-end business processes across all solutions that need to be integrated with the Department's Medicaid Enterprise Solution.
 - 7.1.5.4. The Contractor shall report on their test progress and results, as defined in the Contractor's test plan, to the Enterprise Testing team for transparent governance.
 - 7.1.6. System Testing
 - 7.1.6.1. The Contractor shall maintain responsibility to operate the test environment(s) to allow for the processing of de-identified mock data from production to populate claims, encounters, members, and providers, with a volume and distribution similar to that of the production system.
 - 7.1.6.2. The Contractor shall maintain test environment(s) to support all required testing activities, which at a minimum should include:
 - 7.1.6.2.1. Unit Test
 - 7.1.6.2.2. System Test
 - 7.1.6.2.3. UAT
 - 7.1.6.2.4. Integration
 - 7.1.6.2.5. Pre-Production/ Training
 - 7.1.6.2.6. Disaster Recovery
 - 7.1.6.2.7. Performance/Stress
 - 7.1.6.2.8. Platform Configuration Test
 - 7.1.6.2.9. Sanity/Smoke Test
 - 7.1.6.2.10. Connectivity Test
 - 7.1.6.2.11. End to End Test

- 7.1.6.2.12. Parallel Test
- 7.1.6.3. The Contractor shall develop and submit for approval to the Department a Master Test Plan that describes the Contractor's approach and commitment to all testing, including, but not limited to:
 - 7.1.6.3.1. Unit Testing process.
 - 7.1.6.3.2. System testing process.
 - 7.1.6.3.3. UAT process.
 - 7.1.6.3.4. Integration testing process.
 - 7.1.6.3.5. Pre-Production/Training testing process.
 - 7.1.6.3.6. Performance/stress testing process
 - 7.1.6.3.7. Penetration testing process.
 - 7.1.6.3.8. Accessibility testing process.
 - 7.1.6.3.9. Roles and responsibilities throughout the Testing Phase.
 - 7.1.6.3.10. Details of when each environment will be provided.
 - 7.1.6.3.11. Description of the way in which multiple testing tasks or objectives can be conducted in parallel or at the same time within multiple testing environments.
 - 7.1.6.3.12. Process for submitting, monitoring, and resolving Defects found during testing and assignment of severity and priority levels.
 - 7.1.6.3.13. Process for tracing test cases to requirements.
 - 7.1.6.3.14. Process for applying fixes to the System and conducting regression testing of any fixes.
 - 7.1.6.3.15. Assurance of parity between technical environments.
 - 7.1.6.3.16. Description of the proposed system or tool for identifying, prioritizing, tracking, fixing, and re-testing System Defects.
 - 7.1.6.3.17. Structured promotion of functionality to subsequent testing levels.
 - 7.1.6.3.18. Summary of testing tools used throughout the Testing Phase, including the approach to defining test cases that are representative of actual cases.
 - 7.1.6.3.19. Testing of recovery processes and/or component outages/failures.
- 7.1.6.4. The Contractor shall maintain responsibility to test all System changes and Enhancement functionality for testing types that are supported by Contractor through test environments that mirror production functionality.
- 7.1.6.5. The Contractor shall establish and provide a testing process for System changes and Enhancements.
- 7.1.6.6. The Contractor shall provide a defect tracking process for System changes and Enhancements.
- 7.1.6.7. The Contractor shall provide access to System environments, test cases for testing types that are supported by Contractor, test results for testing types that are supported by Contractor, defect tracking and tools to Department Authorized Users.

- 7.1.6.8. The Contractor shall develop and submit for Department approval, entrance and exit criteria for testing sub-phases. Any changes to entrance and exit criteria requires written approval by the Department.
- 7.1.6.9. The Contractor shall design, document, and execute detailed test cases for each sub-phase of testing for testing types that are supported by Contractor. Test cases should include identifications, detailed steps, expected results, and actual results.
- 7.1.6.10. The Contractor shall deidentify test data based on end to end scenarios and test cases provided by the Department.
- 7.1.6.11. The Contractor shall perform regression testing for all identified Critical and Major defects, as directed by the Department, and provide regression testing results.
- 7.1.6.12. The Contractor shall perform testing in alignment to the CMS Testing Guidance Framework
- 7.1.6.13. Approach for providing Submitter facing testing environment to be available 99.5% of the time starting from the point where the testing tool is made available for Submitters to test.
- 7.1.6.14. Approach for providing internal testing environment to be available at least 99% of the time during planned testing phases and timings.
- 7.1.6.15. The Contractor shall submit all Test Results and testing metrics for each test sub-phase for testing types that are supported by Contractor, to the Department that includes, at minimum:
 - 7.1.6.15.1. Summary of testing results.
 - 7.1.6.15.2. Pass/Failure Rate.
 - 7.1.6.15.3. Defect IDs and severity level of failed test cases.
 - 7.1.6.15.4. Proposed resolution for identified defects.
 - 7.1.6.15.4.1. DELIVERABLE: Master Test Plan (DEL DDI 1.8)
 - 7.1.6.15.4.2. DUE: As defined in the approved Project Schedule
 - 7.1.6.15.5. The Contractor shall conduct system testing including, but not limited to unit testing, system integration, and performance testing and deliver the results to the Department for approval.
 - 7.1.6.15.5.1. DELIVERABLE: System Testing Results (DEL DDI 1.9)
 - 7.1.6.15.5.2. DUE: As defined in the approved Project Schedule
- 7.1.7. Submitter Testing
 - 7.1.7.1. The Contractor shall provide reporting and monitoring on Submitter testing progress and deliver the results to the Department for approval.
 - 7.1.7.1.1. Contractor shall develop Pilot phase for 5 submitters prior to go live with CollabT.
- 7.1.8. Operational Readiness
 - 7.1.8.1. The Contractor shall maintain responsibility for having System access in place, including passwords, prior to demonstration of operational readiness.

- 7.1.8.2. Contractor shall maintain and update the training environment with training data to use during transition and operational readiness activities.
- 7.1.8.3. Contractor shall demonstrate alignment between organizational readiness and operational readiness.
- 7.1.8.4. Contractor shall prepare and submit for Department approval a final Operational Readiness Assessment Document, including results of testing, implementation of system improvements made as part of transition, and an assessment of the final operational readiness of the Contractor.
 - 7.1.8.4.1. DELIVERABLE: Operational Readiness Assessment Document (DEL DDI 1.16)
 - 7.1.8.4.2. DUE: As defined in the approved Project Schedule
- 7.1.9. Implementation / Go-Live
 - 7.1.9.1. Contractor shall review all DDI deliverables with the Department and request for Department approval for go-live of EDI transactions.
 - 7.1.9.2. Contractor shall implement a production ready EDI Solution.
 - 7.1.9.2.1. DELIVERABLE: Implementation of production ready EDI SaaS Solution / Go-Live (DEL DDI 1.17)
 - 7.1.9.2.2. DUE: As defined in the approved Project Schedule

8. OPERATION AND MAINTENANCE PHASE

- 8.1. The Contractor shall provide staff to perform operations and maintenance as described in this Exhibit without utilizing billable enhancement hours.
- 8.2. Operations and Maintenance Plan
 - 8.2.1. The Contractor shall develop and submit to the Department for approval, an electronically available Operations and Maintenance Plan to address the following:
 - 8.2.1.1. An updated Contractor staffing model for the Operations Phase.
 - 8.2.1.2. Standard operating and monitoring procedures of daily System and Contractor performance.
 - 8.2.1.2.1. The Contractor shall develop a process for Standard Operating support which addresses, at minimum:
 - 8.2.1.2.2. Approach for managing support based on request response time requirements relative to issue complexity and severity.
 - 8.2.1.2.3. Approach for leveraging incident and problem management to continuously improve system availability, reliability and user experience.
 - 8.2.1.3. Required updates, patches, licenses, and repairs to components of all applicable environments, including but not limited to:
 - 8.2.1.3.1. Hardware
 - 8.2.1.3.2. Operating systems
 - 8.2.1.3.3. Database systems
 - 8.2.1.3.4. Application and other EDI SaaS Solutions

- 8.2.1.3.5. Complaint tracking module
- 8.2.1.3.6. Voice, video, data communication lines
- 8.2.1.3.7. Communications software for the EDI SaaS Solution
- 8.2.1.3.8. Drivers
- 8.2.1.3.9. Configurations
- 8.2.1.3.10. Plan for maintaining security on a database, network, and individual authorized System user level including maintenance of authorized System user accounts.
- 8.2.1.3.11. Upgrades of Standards including HIPAA 5010 X12 and External Code-Lists that are required to validate the EDI transactions in scope shall be performed on all applications, server and for the EDI SaaS Solution to assure they remain in support and/ or are a minimum of one release behind current (N-1). Any feature enhancements/ changes to the applicable Edifecs software that do not impact the validation of HIPAA transactions in scope will be maintained at a minimum of two releases behind the current (N-2).
- 8.2.1.3.12. Contractor shall apply EDI SaaS Solution emergency patches within the timeframe identified and approved in the Communications Plan, where such Communications Plan shall reflect timeframes consistent with the Contractor's EDI SaaS Solution based nature of its Solution.
- 8.2.1.4. Contractor shall provide System documentation, including end-user and system administrator documentation.
- 8.2.1.5. Contractor shall provide Updated Procedures and System Documentation, as part of the system change request project close-out process, and no less than annually for regular maintenance and operations.
- 8.2.1.6. Contractor shall define a process to provide quality training and dispersal of knowledge management information for agents to be effective when answering Provider inquiries and avoid disruption to Provider services.
- 8.2.1.7. Contractor shall define a 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 (CAP), and the expected time of problem resolution.
- 8.2.1.8. Contractor shall publish an EDI SaaS Solution Version Release Schedule and provide updates to the Department as requested.
- 8.2.1.9. Contractor shall establish, maintain and publish a production maintenance calendar, including a schedule of planned maintenance windows, planned upgrades and release windows.
- 8.2.1.10. Contractor shall provide secure means for the Department to report problems, questions, or System problems while safely exchanging PHI/PII, as required.
- 8.2.1.11. Contractor shall be responsible for resolving all Tier II inquiries as defined in the SLA.
- 8.2.1.12. Contractor shall comply with the MES Provider Inquiry Escalation plan.
- 8.2.1.13. Contractor shall provide and operate a Help Desk for EDI related inquiries by the Department and Authorized Users.

- 8.2.1.14. Contractor agrees to provide access to its Help Desk web portal/ telephone/ email to the designated Department and other Authorized Users.
- 8.2.2. DELIVERABLE: Operations and Maintenance Plan (DEL O&M 1.1)
- 8.2.3. DUE: As defined in the approved Project Schedule
- 8.2.4. There shall be a Warranty Period, effective upon implementation of any mutually agreed upon new enhancement to be provided by Contractor, which shall begin on the day on which the enhancement becomes operational for a period of ninety (90) days thereafter. The Warranty Period covers the agreed upon functionality, and the Contractor shall be responsible for correcting all Defects that prevent the System from operating according to Contractor's specifications, where Contractor shall provide the Department with applicable specifications once the new enhancement has been agreed upon with the Department. The Contractor does not necessarily need to correct all Defects during the Warranty Period, but all Defects identified by the Department or Contractor during the Warranty Period shall be corrected by the Contractor, as agreed upon through the Change Management Process, at its expense with no additional cost to the Department. The Contractor shall maintain routine System performance and Operations while correcting the Defects except where it is not reasonable to do so.
- 8.2.5. Contractor shall perform ongoing risk mitigation according to risk management plan throughout the operations and maintenance phase.
- 8.3. O & M Enhancements
 - 8.3.1. Any additional scope of work above and beyond as listed in Section 1 SCOPE OF WORK and 4.3.2 Full Business Operations (BizOps) Support will be supported using O&M Enhancements.
 - 8.3.2. The Contractor shall manage Enhancements as projects, utilizing a Department approved change management process and SDLC methodology.
 - 8.3.3. The Contractor shall document and maintain a list of all proposed Enhancement project ideas for comprehensive tracking, prioritization, and backlog reporting.
 - 8.3.4. The Contractor shall provide a monthly report of all open Enhancement projects, which shall include aging reports.
 - 8.3.5. Modification Enhancement Effort
 - 8.3.5.1. Contractor shall provide Modification Enhancement Effort to the Department for the purpose and utilization of Integration modifications, changes, and enhancements for Contractor to provide Technical Support Services and Consultative Support Services for Projects.
 - 8.3.5.2. At the beginning of each Contract Year, the Parties shall designate categories of staffing and/or skill that the Department may access via Modification Enhancement Effort.
 - 8.3.5.3. For Change Requests and enhancements, Contractor shall work with the Department to refine the scope of work during discovery and design, evaluate the Project enhancement, and reprioritize if determined by the Department.
 - 8.3.5.3.1. For any Change Request submitted by the Department, Contractor shall provide its initial change request proposals based on the information provided by the Department for the proposed total effort to complete the Plans, Documents, Deliverables or Work

Components for the Change Request. As part of Contractor’s initial change request proposal, Contractor shall propose a threshold dollar value based on the initial change request proposal, which, if exceeded, would require Department approval for Contractor to continue work and invoice the Department above such threshold.

- 8.3.5.3.2. Upon approval by the Department of the Contractor’s initial change request proposal, including the threshold above the proposal, Contractor can start the work on the Change Request and can invoice the Department and the Department will pay Contractor based on the hourly rates or delivery milestones based on the Change Request applicable to the SFY in which the Modification and Enhancement Work is being performed.
- 8.3.5.3.3. At the end of the Conceptual Design of the Change Request, Contractor will submit a Requirements Traceability Matrix and Conceptual Design Document, and a revised change request proposal for the proposed total effort to complete the Plans, Documents, Deliverables or Work Components for the Change Request.
- 8.3.5.3.4. If Contractor determines that it will require more than the dollar threshold above the most recent, approved change request proposal for a Project, including any effort added due to changes in circumstances or additional requirements provided by the Department, then Contractor shall notify the Department of the need for extra effort and provide a description of why additional effort is needed and the amount of such additional effort with a revised proposed amount to complete the work described in the Change Request. The Department will review the request and, if the request due to changes in circumstances or additional requirements provided by the Department, either approve the request or notify Contractor that Contractor is requested to stop further work on the Project and provide the Department with any work in process completed as of the notification from the Department to stop work. If additional effort is needed because of Contractor’s errors in the proposal or another cause solely within Contractor’s or a Subcontractor’s control, then Contractor shall complete the Work in the Change Request, regardless of the effort needed, but may only invoice for the hours or deliverables based on the Change Request included in the most recent, Department approved change request proposal.
- 8.3.5.3.5. Under all circumstances, the Contractor shall invoice the Department at the end of each month in which Modification and Enhancement Work is performed for the preceding month and the Department shall pay Contractor monthly for all hours or deliverables based on the Change Request performed prior to the Department notifying Contractor to stop work on a Project up to the dollar threshold above the most recent, Department approved proposal.

8.4. Contract Turnover Plan

- 8.4.1. The Contractor shall develop a Contract Turnover Plan that addresses all requirements, steps, timelines, Milestones, Deliverables, and Work Components, which shall include but not be limited to including cloud System subscriptions, configuration, business logic, and data necessary to fully transition the Work described in the Contract from the Contractor to the Department or to another contractor selected by the Department to be the contractor prior to the termination of the Contract. The Contractor shall perform the Turnover activities at no additional cost to the Department. Such Contract Turnover Plan shall be consistent with the SaaS based nature of the EDI SaaS Solution such that the Department’s right to use the EDI SaaS Solution shall cease upon the expiration or termination of the Contract but Contractor

shall identify those portions of the Solution that the Department or a successor contractor may desire to procure from the applicable third party supplier should the Department desire continued use of such components. For the avoidance of doubt, the Contract Turnover Plan will not survive expiration or termination of the Contract.

- 8.4.1.1. The Contract Turnover Plan shall include, at a minimum, all of the following:
 - 8.4.1.1.1. Approach to transition.
 - 8.4.1.1.2. Approach for conducting a knowledge transfer from the Contractor to a new contractor selected by the Department.
 - 8.4.1.1.3. Approach to consolidate applicable sections from the Contractor's Contract Turnover Plan into the transition planning activity.
 - 8.4.1.1.4. The identification of an individual to act as the Contractor's closeout coordinator.
 - 8.4.1.1.5. Processes by which the Contractor's closeout coordinator shall complete the following tasks:
 - 8.4.1.1.5.1. Manage the fulfillment of all requirements of the Contract Turnover Plan for purposes of verifying that all requirements of the Contract Turnover Plan are completed in compliance with the Contract Turnover Plan.
 - 8.4.1.1.5.2. Manage the fulfillment of all steps required by the Contract Turnover Plan for purposes of verifying that all steps required by the Contract Turnover Plan are completed in compliance with the Contract Turnover Plan.
 - 8.4.1.1.5.3. Manage the fulfillment of the timelines set out in the Contract Turnover Plan for purposes of verifying that all timelines set out in the Contract Turnover Plan are maintained in compliance with the Contract Turnover Plan.
 - 8.4.1.1.5.4. Manage the fulfillment of the Milestones identified in the Contract Turnover Plan for purposes of verifying that the Milestones identified in the Contract Turnover Plan are achieved in compliance with the Contract Turnover Plan.
 - 8.4.1.1.5.5. Manage the development of all Deliverables and Work Components identified in the Contract Turnover Plan for purposes of verifying the Deliverables and Work Components identified in the Contract Turnover Plan are completed in compliance with the Contract Turnover Plan.
 - 8.4.1.1.5.6. The identification of when the information contained in the Contract Turnover Plan will be implemented.
 - 8.4.1.1.5.7. The Contractor shall deliver and maintain online access throughout the Term of the Contract to all reports, plans, or other documents identified as a Deliverable in this Contract.
 - 8.4.1.1.6. The Contractor shall work with the Department and any other contractor to minimize the impact of the transition on Stakeholders, Department Staff, and existing MES Vendors.
 - 8.4.1.1.7. DELIVERABLE: Contract Turnover Plan (DEL O&M 1.4)
 - 8.4.1.1.8. DUE: As defined in the approved Project Schedule
- 8.4.1.2. Contract Turnover Plan and activities shall be completed prior to Contract termination. Should the Contract Turnover Plan and activities be not completed prior to Contract

termination due to the Contractor's failure to complete the Contract Turnover Plan and activities, the Department may extend the Term of the Contract via an Option Letter for purposes of completing the Contractor Turnover Plan and activities.

9. ENTERPRISE SOLUTION INTEGRATION REQUIREMENTS

9.1. Data Integration Requirements

- 9.1.1. The Contractor shall participate and engage with the ESI Contractor and the Department in capturing technical and business requirements to support the module integration.
- 9.1.2. The Contractor shall be responsible for providing, developing, managing, and supporting full interoperability APIs and batch processes including search, business operations, reporting, exchange, backups, views, create, read, updates and delete (CRUD) for all integrations and data the Module is responsible for.
- 9.1.3. APIs that do not currently exist in the MES architecture shall be implemented through the Department's Priority and Governance Change Control Board.
- 9.1.4. The Contractor's Solution shall provide, at minimum, all the following data integration functionality:
 - 9.1.4.1. The ability to develop, accept, receive, and process different types of healthcare data files e.g., batch, HL7, FHIR, APIs, interfaces.
 - 9.1.4.2. The ability to integrate with the Enterprise Solution Integration (ESI) Platform to transmit data between the Medicaid Enterprise Solutions (MES) Modules.
 - 9.1.4.3. The ability to exchange data with the ESI Platform and between the MES Modules via the ESI Platform to improve stability and performance of data and integration exchanges.
 - 9.1.4.3.1. Any changes to existing file exchange types in the MES architecture different from the current solution or new interfaces shall be implemented through a new system change request.
- 9.1.5. Contractor shall establish and maintain a batch process, Interface(s) or API(s) in collaboration with the ESI Contractor through the ESI Platform to the designated MES modules to transmit data, as defined by the Department's business needs.
- 9.1.6. Contractor shall provide API(s) and batched files for each environment including non-production environments and production environments. This would be for API/batch and healthcare format capabilities for all environments.

9.2. Integration Design and Development

- 9.2.1. Contractor shall follow the approved Department's SDLC process in collaboration with the ESI & MES Contractors.
- 9.2.2. The Contractor shall participate and engage in all data, integration, and governance meetings to support the completion of the Vendor Solutions Integration Planning (VSIP) document.
 - 9.2.2.1. The VSIP is a planning document to be used by the ESI Contractor to collect requirements, design and development specifications, test cases, scenarios and results, from MES module Contractors related to their data interface requirements, data dictionary, data conversion, and security plan.
- 9.2.3. Contractor shall participate in the development, management, and support of the VSIP document to integrate with the ESI Platform, in compliance with the ESI Modernization

Roadmap and the ESI Integration and Data Governance Plan maintained by the ESI Contractor.

- 9.2.4. The Contractor shall follow all processes for the integration aspects of the SDLC including actively working with the ESI Contractor in the SDLC collaboration tool to track all requirements, design and development, testing (including end to end testing) and executions of scenarios and regression testing activities and trace all activities to the ESI RTM for completeness.
- 9.2.5. The Contractor shall provide a Service Catalog of APIs to the ESI Contractor and the Department via a shared repository.
 - 9.2.5.1. DELIVERABLE: API Service Catalog (DEL ESI 1.1)
 - 9.2.5.2. DUE DATE: As defined in the approved Project Schedule.
- 9.2.6. The Contractor shall publish, enable, and maintain approved APIs to the ESI platform.
 - 9.2.6.1. The Contractor shall publish new approved APIs to the service catalog within 1 business day of the published release schedule to the ESI platform.
- 9.2.7. Contractor shall fully participate in relevant meeting(s) with the ESI Contractor and the Department during the planning phase and ongoing operations of the project. The Contractor shall provide any new or updated batch processes, Interface file(s) and API(s) development to ensure collaboration and alignment with the ESI Platform.
- 9.2.8. The Contractor shall provide, at a minimum but not limited to, the following:
 - 9.2.8.1. Data Management Plan
 - 9.2.8.2. Data Mapping and Approach
 - 9.2.8.3. Integration Data Dictionaries
 - 9.2.8.4. Data Conversion and Approach with the Incumbent Module Vendor
 - 9.2.8.5. Data Conversion and Approach with the ESI Integration Platform
 - 9.2.8.6. Data Integration Testing and Approach
 - 9.2.8.7. Integration Approach
 - 9.2.8.8. Integration Testing Approach
- 9.2.9. Contractor shall update the information identified in the VSIP document to reflect any changes made that impact the interface batch process or API(s) for the Department and ESI Contractor to review and approve.
- 9.3. Data Integration Testing
 - 9.3.1. The 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 the Contractor's Solution.
 - 9.3.2. The Contractor shall perform Data Integration Testing of the Contractor's Solution, as required by the Department and the ESI Contractor, and provide documentation and test results for all testing phases, in accordance with the CMS Testing Framework.
 - 9.3.3. The Contractor shall be responsible for establishing, and resetting any test data in the non-Production environments.

- 9.3.4. The Contractor shall be responsible to refresh test data to meet the technical and business needs of the project. The determination of when the test environment will be refreshed will be decided by the Department, ESI Contractor, and the Module Contractor.
- 9.3.5. To ensure module data passes all testing processes performed before, during, and after implementation, the Contractor shall provide Data Integration Testing Support for Defect Resolution of the Contractor's Solution, which includes but is not limited to:
 - 9.3.5.1. Pre-production data submissions,
 - 9.3.5.2. Implementing defect fixes,
 - 9.3.5.3. Data model updates,
 - 9.3.5.4. Data corrections
- 9.4. Integration Implementation and Monitoring
 - 9.4.1. Contractor shall maintain an inventory of all consumers of their APIs and batch files, and implement a notification and communications process for any updates, changes, new versions, errors, and outages.
 - 9.4.2. After implementation of an integration, Contractor shall provide written, monthly reporting of 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.
- 9.5. Enterprise Governance
 - 9.5.1. Contractor shall adhere to the Department's ESI MES Governance Plan that is managed by the Department's ESI Contractor.
 - 9.5.2. Contractor shall participate in the MES Governance boards and councils as defined by the MES Governance Plan, for all data and integration standards and activities including or excluding the ESI Platform necessary to operations and functionality of the Contractor's Solution.
 - 9.5.3. Contractor shall attend, adhere to, and provide verbal and written input to the MES Governance boards and councils, as requested by the Department and the ESI Contractor.
 - 9.5.4. Contractor shall present all changes and enhancements to the appropriate Governance board or council for approval.
 - 9.5.5. The Contractor shall respond within 24-hours to emergency data integration change requests initiated by the Department or the ESI Contractor and shall implement any required changes in the timeframe required by the Priority Change Control Board.
 - 9.5.6. The Contractor shall allow authorized System users, with approval from the appropriate Governance board or council, to add and update valid values without the need for customization.
- 9.6. Schedule Management
 - 9.6.1. Contractor shall work with the Department and ESI Contractor to incorporate Solution's data integration schedule into the integrated master schedule (IMS), which shall include, at a minimum, all tasks, dependencies, resources, and planned hours.
 - 9.6.2. Contractor shall work in conjunction with the baselined schedule without delay.

- 9.6.3. Contractor shall provide written notification to the Department and ESI Contractor of any schedule changes one (1) month in advance to mitigate impacts to the IMS.
- 9.6.4. Contractor shall attend the schedule development and ongoing schedule monitoring meetings regarding the Solution's data integration with the ESI Platform.
- 9.6.5. Contractor shall provide written input on tasks, resources, and changes at least three days prior to the ongoing schedule monitoring meetings.
- 9.7. Data Integration Resources
 - 9.7.1. Contractor shall provide dedicated and qualified resources to discuss Data Integration of the Contractor's Solution with the Department and ESI Contractor throughout the life of the Contract.
 - 9.7.2. Contractor shall provide dedicated and qualified resources to support the VSIP document throughout the life of the Contract to ensure the SDLC methodology is implemented and follows the project schedule.
 - 9.7.3. The Contractor shall participate in all required ESI Organizational Change Management (OCM) activities including stakeholder analysis, risk assessments, training, resistance management strategies, and support or assist in the development of OCM related activities and related communications.
- 9.8. Data Management
 - 9.8.1. The Contractor shall be responsible for managing data for the Contractor's Solution, as defined by the ESI Data Governance Council.
 - 9.8.2. The Contractor shall submit ESI-Compliant Data. The Contractor is responsible for submitting data to the ESI Contractor that is compliant with the ESI data model.
 - 9.8.3. The 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 Data Governance Board.
 - 9.8.4. The Contractor shall perform the data cleansing, data mapping and transformation requirements outlined above to generate clean, ESI-compliant data for submission to the ESI Contractor as per the scope defined in Exhibit J.7 Functional Tab.
 - 9.8.5. Contractor shall implement daily backups to the ESI Contractor's standard data structures submitted through the ESI Platform.
 - 9.8.6. Contractor shall use Mapping Document tools that align with the ESI Contractor's VSIP planning efforts to ensure the mapping documents are accurate and complete.
 - 9.8.7. Contractor shall provide mapping and transformation processes for inbound and outbound Integration, APIs and Interface transmissions.
 - 9.8.8. The Contractor shall work with the ESI Contractor to create and update the Mapping Documents, along with source and target information based on the project schedule.
 - 9.8.9. Contractor shall deliver Mapping Documents to the Department and ESI Contractor for review and approval.
 - 9.8.9.1. DELIVERABLE: Mapping Documents (DEL DM 1.1)

9.8.9.2. DUE: As defined in the approved Project Schedule

9.9. Data Integration Incidents

9.9.1. The Contractor shall work with the ESI Contractor to resolve Data Integration production incidents according to SLA performance standards and requirements of the ESI Platform.

9.9.2. The Contractor shall work with the ESI Contractor to document the Root Cause Analysis (RCA) and Corrective Action Plans (CAP).

10. SYSTEM SECURITY PLAN

10.1. The Contractor shall complete the portions of the Department provided System Security Plan that are designated for Contractor completion. At a minimum, the System Security Plan shall include all of the following:

10.1.1. Mission Objectives.

10.1.2. Mission Statement.

10.1.3. Information Technology Environment.

10.1.4. Network Environment, Enclaves, and Perimeters.

10.1.5. Major Applications and Systems.

10.1.6. System and Application Security Standards.

10.1.7. Access Controls.

10.1.8. Change Control and Configuration Management.

10.1.9. Physical Security.

10.1.10. Personnel Security and Role-based Access.

10.1.11. Incident Warning, Advisory, and Response.

10.1.12. Metrics and Reporting.

10.1.12.1. 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.

10.1.12.2. The identification of Contractor's processes and policies related to the coordination of efforts with MES Vendors to monitor for vulnerabilities.

10.1.12.3. The identification of Contractor's processes and policies related to assuring that all penetration testing meets approved security requirements.

10.1.12.4. 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.

10.1.12.5. The identification of when the information contained in the System Security Plan will be implemented.

10.1.13. The 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.

- 10.1.13.1. DELIVERABLE: System Security Plan (DEL SSP 1.1)
- 10.1.13.2. DUE: As defined in the approved Project Schedule
- 10.1.13.3. The 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.
- 10.1.13.4. The Contractor shall implement the System Security Plan as identified in the Department-approved plan.
- 10.1.13.5. The 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 ESI Integration Platform to achieve compliance with new regulations, if applicable. If no changes have occurred, Contractor shall provide a summary report that indicates no changes have occurred.
- 10.1.13.6. If any change is made to the System Security Plan at any time during the year, Contractor shall submit a Revised System Security Plan to the Department for review and approval prior to implementation of the Revised System Security Plan.
 - 10.1.13.6.1. DELIVERABLE: Revised System Security Plan (DEL SSP 1.2)
 - 10.1.13.6.2. DUE: As defined in the approved Project Schedule
- 10.1.13.7. The Contractor shall implement or otherwise perform all tasks, obligations, and responsibilities set forth in all Revised System Security Plan(s) in conformity with the plan after obtaining the Department's approval of that plan.

11. INDEPENDENT AUDITOR

11.1. Third-Party Privacy/Security Audits/Assessments

- 11.1.1. The Contractor shall provide to the State the Contractor's then-current HITRUST certification prior to the Go Live/Commencement of Maintenance and Operations with subsequent certifications performed on an annual basis thereafter.
- 11.1.2. The results of the assessment of Contractor's privacy/security control environment referenced in Section 10.1.1.1 above shall be provided by Contractor to the Department by Contractor supplying a confidential copy from its applicable hosting provider's then current HITRUST report covering the Trust Principles of Security, Availability and Confidentiality prior to Go Live and annually thereafter. The applicable hosting provider will have had this report prepared by an independent third party. If there are any gaps in the reporting period and data expiration, a bridge letter is issued.
- 11.1.3. The Contractor shall submit the audit/assessment report to the Department along with the following supplemental documentation:
- 11.1.4. If an exception is noted in the applicable hosting provider's HITRUST report that applies to the Department the Contractor shall, working with the applicable hosting provider create a Corrective Action Plan (CAP), plan of action & milestones (POA&M), or other similar document detailing how the Contractor will address and resolve all findings in the audit/assessment report and the timeline for addressing each finding.
- 11.1.5. The Department will encrypt all security related documents provided by Contractor in transit and at rest at all times. If the Department receives a public records request for materials

designated by the Contractor as a trade secret or otherwise sensitive or confidential under Colorado or federal law, the Department will, without undue delay, provide written notice to Contractor of any and all such requests where the Department intends to disclose the materials to allow Contractor to take appropriate legal action in response to the request. The Department will not disclose the materials if there is mutual agreement by the Parties that the documents are confidential. This Section 11.1.5 applies to the Contract and all exhibits and ancillary documents and incorporated by reference. In the event of a breach to the Contractor's or Department's system or sensitive data resulting from CORA access to security specific documentation, the Department agrees to fully cooperate in any investigation.

- 11.1.5.1. DELIVERABLE: Audit/Assessment Report (DEL IA 1.1)
- 11.1.5.2. DUE: As defined in the approved Project Schedule
- 11.1.5.3. DELIVERABLE: Corrective action plan (CAP), plan of action & milestones (POA&M), or other similar document detailing how the Contractor will address and resolve all findings in the audit/assessment report and the timeline for addressing each finding. (DEL IA 1.2)
- 11.1.5.4. DUE: As defined in the approved Project Schedule, CMS Guidance, Standards, Conditions, and Certification Requirements

12. CMS CERTIFICATION SUPPORT

- 12.1. The Contractor shall implement and provide an EDI SaaS Solution that is compliant with CMS Conditions for Enhanced Funding (CEF) and CMS Standards and Conditions for the life of the Contract.
- 12.2. The Contractor shall assist the Department in providing a Solution that meets CMS Certification approval for the maximum allowable FFP and achieve CMS Certification backdating to the operational effective date where it is understood, however, that obtaining that approval and certification shall remain a Department responsibility.
- 12.3. The Contractor shall work with the EPMO to support existing Department standards and processes in support of CMS Certification activities for the Solution. The Contractor's support shall include, but not be limited to, all of the following:
 - 12.3.1. The Contractor shall provide qualified resources to support and assist the Department (and/or assigned vendors by Department) to comply with CMS published guidance and Department EPMO CMS Certification protocols.
 - 12.3.2. 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.
 - 12.3.3. Provide standard data, reports, and performance information to support CMS Certification pursuant to 42 C.F.R. §§ 433.112(b)(15) and 433.116(b), (c), and (i) as applicable, for the Solution.
 - 12.3.4. Provide approved design documentation.
 - 12.3.5. Provide a complete list of interfaces impacted by the scope of the Solution, and provide approved interface and API design documentation.
 - 12.3.6. Provide approved human-readable business rules.

- 12.3.7. Provide approved test results documentation from all environments for testing types owned by the Contractor.
- 12.3.8. 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).
- 12.3.9. Provide 508/ADA Test Results, which shall include documentation of compliance to contractual accessibility standards.
- 12.3.10. Provide monthly measurable performance against the agreed upon SLAs.
- 12.3.11. Provide Concept of Operations documentation for the Solution.
- 12.3.12. Provide the approved Disaster Recovery Plan for the ORR.
- 12.3.13. Provide Disaster Recovery Results for the Final Certification Review.
- 12.3.14. Provide Monthly Status Reports, including indicators of Project Health, including but not limited to:
 - 12.3.14.1. Project or Product Roadmap
 - 12.3.14.2. Progress Tracking
 - 12.3.14.3. User Feedback
 - 12.3.14.4. Defect and Risk List
 - 12.3.14.5. Product Demonstration
 - 12.3.14.6. Testing Process, aligned with the CMS Testing Guidance Framework
- 12.3.15. Provide approved Master Test Plan and Testing Results Summary from all testing environments.
- 12.3.16. Provide approved Deployment or Implementation Plan.
- 12.3.17. Provide a complete list of Defects from all testing environments, including information about the operational impacts.
- 12.3.18. Provide a complete list of project Risks, including severity levels and mitigation and resolution plans.
- 12.3.19. Provide Third Party Independent Security and Privacy Assessment Report. The Third-Party audit should include, but need not be limited to the following:
 - 12.3.19.1. Penetration testing, including test results, vulnerability scans, and POA&M findings which shall be part of the third party HITRUST Report.
 - 12.3.19.2. 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) which shall be part of the HITRUST report mentioned above.
 - 12.3.19.3. Cover adequate audit trails and logs (ID, access level, action performed, etc.) which shall be part of the HITRUST report mentioned above.
 - 12.3.19.4. 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 which shall be part of the HITRUST report mentioned above.

- 12.3.20. Provide approved operating documentation and end-user documentation.
- 12.3.21. Participate in CMS Certification planning meetings and practice dry runs with the Department.
- 12.3.22. Participate in CMS Certification review meetings with the Department and CMS.
- 12.3.23. Facilitate live demonstrations of system functionality, as requested by the Department or CMS to support CMS Certification review meetings.
- 12.3.24. Participate in a lessons learned review with the EP MO after the CMS Certification project is completed.
- 12.3.25. Provide a qualified point of contact to support CMS certification activities in coordination with the Department's EP MO.
- 12.3.26. Provide ongoing certification support during M&O by reporting on operational performance outcomes and metrics on a quarterly and annual basis.
 - 12.3.26.1. DELIVERABLE: CMS Certification Support Plan (DEL CMS 1.2)
 - 12.3.26.2. DUE: As defined in the approved Project Schedule
 - 12.3.26.3. DELIVERABLE: CMS Required Outcomes and State-Specific Outcomes Metrics Performance Report (DEL CMS 1.3)
 - 12.3.26.4. DUE: Quarterly; No later than 15 (fifteen) business days after the end of each quarter and annually; June 30th each year

13. SERVICE LEVEL AGREEMENTS (SLA)

- 13.1. The SLAs related to this Contract are listed in Exhibit J as an Attachment to this SOW.
- 13.2. As mentioned in the SLA attachment, some of the SLAs may have a Quality Maintenance Payment (QMP) attached to the SLA. The QMP dollar amount by SLA is listed in Exhibit C.
- 13.3. The Contractor shall report on QMP progress monthly as part of the DEL CM 1.2 Monthly Contract Management Report. Once per month, Contractor shall consolidate into a single report the performance for each QMP that may be earned for that month, with the understanding that all SLAs subject to a QMP are measured, calculated, and paid monthly.
- 13.4. The following four results categories that will be used in the DEL CM 1.2 Monthly Contract Management Report:
 - 13.4.1. **Met**—The criteria for this standard or component were met for the reporting period and deemed Billable/Pass.
 - 13.4.2. **Not Met**—The criteria for this standard or component were not met for the reporting period and deemed Not Billable/Fail.
 - 13.4.3. **N/A**—This standard or component was not relevant for the reporting period and, therefore, was not measured. These items are deemed Billable.
 - 13.4.4. **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.
- 13.5. The SLA results for the total monthly measurement period shall be used to judge the Met or Not Met category for the QMP calculations.

- 13.6. In addition to the findings for QMP-related performance standards, Contractor shall provide necessary data, information, or access for the Department to verify the information provided in the DEL CM 1.2 Monthly Contract Management Report.
- 13.7. SLAs that cannot be measured on a monthly basis will be paid every month and adjusted in the month when the SLA is due. If the result of the SLA is Not Met, then the previously paid QMP amounts in that year will be deducted from the total QMP to be paid for that month.

14. DELIVERABLE LIST

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

DELIVERABLES	DATE DUE TO THE DEPARTMENT
DEL CM 1.0 Meeting Agendas	At least 24 hours before each meeting is scheduled to begin
DEL CM 1.1 Weekly Project Status Report	Weekly, no later than the following Monday, after the applicable week, at 5:00 p.m. Mountain Standard Time or Mountain Daylight Time, as applicable
DEL CM 1.2 Monthly Contract Management Report	Monthly, no later than at 5:00 p.m. Mountain Standard Time or Mountain Daylight Time, as applicable, on the fifteenth day of each month
DEL CM 1.3 Joint Operating Agreement Plan	As defined in the approved Project Schedule
DEL CM 1.4 Business Process Improvement Annual Report	Annually, no later than 1/31 of each calendar year
DEL PM 1.1 Deliverable Expectations Document (DED)	As defined in the approved Project Schedule
DEL PM 1.2 Master Project Management Plan (PMP) including the following Work Components: Work Component: Communication Management Plan Work Component: Documentation Management Plan Work Component: Resource Management Plan and Organizational Structure Work Component: Risk and Issue Management Plan Work Component: Change Management Plan Work Component: Quality Management Plan Work Component: Deliverable Management Plan Work Component: Schedule Development and Maintenance Procedures	Within 30 Business Days of the Contract Execution Date
DEL PM 1.3 Project Repository	As defined in the approved Project Schedule
DEL DDI 1.1 Project DDI and Transition Schedule	Within 30 Business Days of the Contract Execution Date

DELIVERABLES	DATE DUE TO THE DEPARTMENT
DEL OCM 1.1 Organizational Change Management (OCM) Plan	As defined in the approved Project Schedule
DEL OCM 1.2 Training Plan	As defined in the approved Project Schedule
DEL OCM 1.3 Business Continuity and Disaster Recovery Plan (BCDR)	As defined in the approved Project Schedule
DEL DDI 1.3 Business Requirement Document	As defined in the approved Project Schedule
DEL DDI 1.4 Fit Gap Analysis	As defined in the approved Project Schedule
DEL DDI 1.5 Design Document	As defined in the approved Project Schedule
DEL DDI 1.6 Developed Artifacts in Non-PROD	As defined in the approved Project Schedule
DEL DDI 1.8 Master Test Plan	As defined in the approved Project Schedule
DEL DDI 1.9 System Testing Results	As defined in the approved Project Schedule
DEL DDI 1.16 Operational Readiness Assessment Document	As defined in the approved Project Schedule
DEL DDI 1.17 Implementation of Production Ready EDI SaaS Solution/Go-Live	As defined in the approved Project Schedule
DEL TR 1.1 Transition Plan	As defined in the approved Project Schedule
DEL O&M 1.1 Operations and Maintenance Plan	As defined in the approved Project Schedule
DEL O&M 1.4 Contract Turnover Plan	As defined in the approved Project Schedule
DEL ESI 1.1 API Service Catalog	As defined in the approved Project Schedule
DEL DM 1.1 Mapping Documents	As defined in the approved Project Schedule
DEL SSP 1.1 System Security Plan	As defined in the approved Project Schedule

DELIVERABLES	DATE DUE TO THE DEPARTMENT
DEL SSP 1.2 Revised System Security Plan	As defined in the approved Project Schedule
DEL IA 1.1 Audit/Assessment Report	As defined in the approved Project Schedule
DEL IA 1.2 Corrective Action Plan (CAP)	As defined in the approved Project Schedule
DEL CMS 1.2 CMS Certification Support Plan	As defined in the approved Project Schedule
DEL CMS 1.3 CMS Required Outcomes and State-Specific Outcomes Metrics Performance Report	Quarterly; No later than 15 (fifteen) business days after the end of each quarter and Annually; June 30th each year
DEL PPS 1.1 Project Plan & Schedule	Within 3 Business Days after the Kickoff Meeting
DEL MES 3.6 Integration Platform O&M Work Component: Completed Contractor Suspected Provider Fraud Written Notice Form	Within 3 Business Days following the initial discovery of the Provider Fraud or suspected Fraud
DEL MES 3.6 Integration Platform O&M Work Component: Contractor suspected Provider Fraud Written Notice Revisions and Additional Information.	Within 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.
DEL MES 3.6 Integration Platform O&M Work Component: Completed Contractor Suspected Member Fraud Written Notice Form	Within 3 Business Days following the initial discovery of the Member Fraud or suspected Fraud
DEL MES 3.6 Integration Platform O&M Work Component: Contractor suspected Member Fraud Written Notice Revisions and Additional Information.	Within 3 Business Days following the Department's request unless the department provides for a different period in its request.
DEL 1.2 PMP Program & Project Management Report (Monthly) Work Component: Names(s), and resume(s) for the person(s) replacing anyone in a Key Personnel position during a voluntary change.	At least five Business Days prior to the change in Key Personnel
DEL 1.2 PMP Program & Project Management Work Component: Personnel Transition Document	At least Five Business Days prior to personnel transition
DEL 1.2 PMP Program & Project Management Work component: all current professional licensure and certification documentation as specified for Key Personnel or Other Personnel	Quarterly or upon written request
DEL 1.0 SC Subcontractor Name of each Subcontractor and items on which each Subcontractor will work	The later of 30 days prior to the Subcontractor beginning work or the Effective Date

DELIVERABLES	DATE DUE TO THE DEPARTMENT
DEL 1.0 AR Administrative Report	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.
DEL 1.0 CISP Initial CISP Attestation	Within 30 Business Days after the Effective Date of the Contract
DEL 1.1 CISP Annual CISP Attestation	Annually, by June 30 th of each year
DEL 1.0 CMS Initial HHS Attestations	Within 30 Business Days after the Effective Date of the Contract
DEL 1.1 CMS Annual HHS Attestation	Annually, by June 30 th of each year
DEL 1.0 BCA Background Check Attestation	Within 30 Business Days of the Contract Effective Date

15. COMPENSATION AND INVOICING

15.1. Detailed Invoicing and Payment Procedures

- 15.1.1. The State will 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.
- 15.1.2. The Contractor shall provide an invoice to facilitate proper payment of the invoice and the Department’s receipt of proper Federal Financial Participation for any component of the payment.
- 15.1.3. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- 15.1.4. The invoice shall include all necessary information for the Department to determine the accuracy of the invoice and properly pay the invoice to the Contractor.
- 15.1.5. The Contract Number shown on the cover page for this Contract to facilitate invoice processing.
- 15.1.6. A clear description of the time the invoice covers.
- 15.1.7. An itemized list of Deliverables approved by the Department for payment for the period the invoice covers.
- 15.1.8. An itemized list of Service Level Agreements including whether they were Met or Not Met.
- 15.1.9. Any other information necessary for the Department to determine the accuracy of the invoice and properly pay the invoice to the Contractor.
- 15.1.10. The Contractor shall submit to the Department all invoices in a format approved by the Department.
- 15.2. The Contractor shall submit invoices to the Department upon completion of a Payment Milestone with a list of each Deliverable that was accepted by the Department for a given Payment Milestone.

- 15.3. The Contractor shall include the QMP status along with the invoice as documentation to support the amount of QMP claimed.
- 15.4. In case of an annual payment due, the Contractor shall invoice the Department at the beginning of the Fiscal Year.
- 15.5. Closeout Payments. 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 the requirements of the Closeout Period, which determination shall not be unreasonably withheld or delayed.

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EXHIBIT C, RATES

1. ONE TIME PAYMENTS

1.1. One Time Payments for EDI SaaS Solution Implementation (Payment Milestones)

- 1.1.1. The Department will pay Contractor a fixed payment for each of the following Payment Milestones (which includes specific Deliverables) on the earlier of (i) acceptance by the Department of the applicable Deliverables during the Design, Development, and Implementation (DDI) of the EDI SaaS Solution or (ii) the deliverable review period deadline shown in the PMP. Each Payment Milestone comprises a set of Deliverables. The Payment Milestone shall be complete only upon Department approval and acceptance of all the Deliverables that comprise the Payment Milestone, as identified in the table in Section 1.1.5 below and as per the acceptance process as defined in “Exhibit E, Section §1.6 Stated Deliverables, Work Components, and Performance Standards”.
- 1.1.2. Each Payment Milestone payment shall be paid only once to Contractor.
- 1.1.3. Contractor is authorized to utilize up to 30 nights of travel across the Contractor team during each Fiscal Year for the DDI Period (9/1/2024 – Go Live) and up to 12 nights of travel during each Fiscal Year for the O&M Period (Go-Live – 8/30/2034) using the Contract Funds. Performance of the work for this contract will be mainly remote with Contractor staff on-site for key milestones (e.g. kick-off, go live, or as requested by the Department, except as identified below). Contractor may distribute these travel nights among any number of staff members as necessary to fulfill the contractual obligations, provided the total number of nights does not exceed the specified limits for each period. If additional travel is required because the project is at risk due to contractor performance, all costs associated with such additional travel shall be borne solely by the Contractor.
- 1.1.4. To the extent that any conflict exists between the “Exhibit B Deliverable List” column and the Deliverable Name listed under each Payment Milestone in the Payment Milestone with Deliverables column in Exhibit C, information in the “Payment Milestones with Deliverables” column shall control.
- 1.1.5. The Department will pay Contractor a Fixed Payment for each of the following fully completed Payment Milestones that are accepted by the Department:

No.	Payment Milestones with Deliverables	Fixed Payment Milestone Amount
1	Project Kickoff and Key Personnel Procurement	\$103,575.80
2	Base Non-Prod SaaS Platform Setup and Available	\$114,303.20
3	Project Management Plan	\$285,758.00
	DEL PM 1.2 Master Project Management Plan (PMP)	\$40,822.58
	DEL DDI 1.1 Project DDI and Transition Schedule	\$40,822.57
	DEL OCM 1.2 Training Plan	\$40,822.57
	DEL PM 1.1 Deliverable Expectations Document (DED)	\$40,822.57
	DEL PM 1.3 Project Repository	\$40,822.57

No.	Payment Milestones with Deliverables	Fixed Payment Milestone Amount
	DEL OCM 1.3 Business Continuity and Disaster Recovery Plan	\$40,822.57
	DEL SSP 1.1 System Security Plan	
	DEL IA 1.2 Corrective Action Plan	
	DEL CM 1.3 Joint Operating Agreement Plan	\$40,822.57
	DEL TR 1.1 Transition Plan	\$40,822.57
	DEL DDI 1.8 Master Test Plan	
	DEL OCM 1.1 Organizational Change Management (OCM) Plan	
	DEL O&M 1.1 Operations and Maintenance Plan	\$40,822.57
4	Healthcare Claim 837 I, P, D Transactions	\$285,758.00
	DEL DDI 1.4 Fit Gap Analysis	\$71,439.50
	DEL DDI 1.5 Design Document	\$71,439.50
	DEL DDI 1.6 Developed Artifacts in Non-PROD	\$71,439.50
	DEL DM 1.1 Mapping Documents	\$71,439.50
5	Healthcare Claim Payment Advice 835 Transaction	\$142,879.00
	DEL DDI 1.4 Fit Gap Analysis	\$35,719.75
	DEL DDI 1.5 Design Document	\$35,719.75
	DEL DDI 1.6 Developed Artifacts in Non-PROD	\$35,719.75
	DEL DM 1.1 Mapping Documents	\$35,719.75
6	Benefit Enrollment and Maintenance 834 Transaction	\$142,879.00
	DEL DDI 1.4 Fit Gap Analysis	\$35,719.75
	DEL DDI 1.5 Design Document	\$35,719.75
	DEL DDI 1.6 Developed Artifacts in Non-PROD	\$35,719.75
	DEL DM 1.1 Mapping Documents	\$35,719.75
7	Payment Order/Remittance Advice 820 Transaction	\$142,879.00
	DEL DDI 1.4 Fit Gap Analysis	\$35,719.75
	DEL DDI 1.5 Design Document	\$35,719.75
	DEL DDI 1.6 Developed Artifacts in Non-PROD	\$35,719.75
	DEL DM 1.1 Mapping Documents	\$35,719.75
8	Eligibility, Coverage, or Benefit Inquiry/Information 270/271	\$285,758.00
	DEL DDI 1.4 Fit Gap Analysis	\$71,439.50
	DEL DDI 1.5 Design Document	\$71,439.50
	DEL DDI 1.6 Developed Artifacts in Non-PROD	\$71,439.50
	DEL DM 1.1 Mapping Documents	\$71,439.50
9	Healthcare Claim Status Request/Notification 276/277 Transactions	\$142,879.00

No.	Payment Milestones with Deliverables	Fixed Payment Milestone Amount
	DEL DDI 1.4 Fit Gap Analysis	\$35,719.75
	DEL DDI 1.5 Design Document	\$35,719.75
	DEL DDI 1.6 Developed Artifacts in Non-PROD	\$35,719.75
	DEL DM 1.1 Mapping Documents	\$35,719.75
10	Healthcare Services Review Information 278 Transaction	\$142,879.00
	DEL DDI 1.4 Fit Gap Analysis	\$35,719.75
	DEL DDI 1.5 Design Document	\$35,719.75
	DEL DDI 1.6 Developed Artifacts in Non-PROD	\$35,719.75
	DEL DM 1.1 Mapping Documents	\$35,719.75
11	Encounter Response File	\$142,879.00
	DEL DDI 1.4 Fit Gap Analysis	\$35,719.75
	DEL DDI 1.5 Design Document	\$35,719.75
	DEL DDI 1.6 Developed Artifacts in Non-PROD	\$35,719.75
	DEL DM 1.1 Mapping Documents	\$35,719.75
12	ESI	\$142,879.00
	ESI 1.1 API Service Catalog	\$142,879.00
13	Testing (Including UAT)	\$285,758.00
	DEL DDI 1.9 System Testing Results	\$95,252.67
	UAT Department Approval	\$95,252.67
	DEL CMS 1.2 CMS Certification Support Plan	\$95,252.66
14	Operational Readiness	\$142,879.00
	DEL DDI 1.16 Operational Readiness Assessment Document	\$142,879.00
15	Go Live (All Transactions)	\$285,758.00
	DEL DDI 1.17 Implementation of Production Ready EDI SaaS Solution/Go-Live	\$285,758.00
16	CMS Certification	\$142,879.00
	DEL CMS 1.3 CMS Required Outcomes and State-Specific Outcomes Metrics Performance Report	\$142,879.00
	Total	\$2,932,580.00

Table 1 – One Time Payments for EDI SaaS Solution

1.2. One Time Payments for Trading Partner Testing Tool

- 1.2.1. A Fixed Payment for the Trading Partner Testing Tool will be paid only once to the Contractor, upon the Department's acceptance of the Deliverable for Trading Partner Testing Tool.

ADDITIONAL TOOLS	FIXED PAYMENT ON IMPLEMENTATION
Trading Partner Testing Tool Implementation	\$89,080.00
Total for Additional Tools	\$89,080.00

Table 2 – One Time Payment for the Trading Partner Testing Tool

1.3. One Time Payments for Additional Transaction: 275 Unsolicited Additional Documentation Transaction*

- 1.3.1. In the Department’s sole discretion, the Department may request Contractor to implement additional transaction 275 Unsolicited Additional Documentation as defined in Section 1.5.1 in Exhibit B Statement of Work during the term of the Contract.
- 1.3.2. Contractor shall not charge the Department any additional license fees for the additional transaction 275 Unsolicited Additional Documentation, as the additional transaction 275 Unsolicited Additional Documentation is part of EDI SaaS Solution which includes ingestion and validation support for EDI transactions, including 275 Unsolicited Additional Documentation Transaction.
- 1.3.3. The payment for additional transaction 275 Unsolicited Additional Documentation Ingestion and Validation will be paid only once when the Contractor implements the transaction, and the corresponding deliverables to these have met acceptance criteria as per the acceptance process as defined in “Exhibit E, Section §1.6 Stated Deliverables, Work Components, and Performance Standards”.

DESCRIPTION OF SERVICES	FIXED PAYMENT ON ACCEPTANCE
Additional Transaction 275 Implementation	\$149,120.00
Total Payments	\$149,120.00

*Table 3 – One Time Payment for 275 Ingestion and Validation**

1.4. One Time Payments for additional transaction 275 via the Attachment Management Module*

- 1.4.1. In the Department’s sole discretion, the Department may request Contractor to implement additional transaction 275 via the Attachment Management Module as defined in Section 1.5.1 in Exhibit B Statement of Work during the term of the Contract.
- 1.4.2. The Department will pay Contractor a license fee as follows:

LICENSE FEE (COVERING THE FIRST 12 MONTHS AFTER IMPLEMENTATION)	NOT TO EXCEED LICENSE FEE AMOUNT
275 Attachment Management Module	\$64,330.00
Total Payment	\$64,330.00

*Table 4 – License Fee for 275 Attachment Management Module**

- 1.4.3. The Department will pay the Contractor for additional transaction 275 via the Attachment Management Module after implementing the transaction.

DESCRIPTION OF SERVICES	FIXED PAYMENT ON ACCEPTANCE
Fit-Gap Analysis	\$59,080.25
High-Level Design	\$59,080.25
Testing	\$59,080.25
Go-Live	\$59,080.25
Total Payments	\$236,321.00

*Table 5 – One Time Payment for 275 Attachment Management Module**

2. OPERATIONS & MAINTENANCE (O&M) PAYMENTS

2.1. EDI SaaS Fee

2.1.1. The Department will pay the Contractor a Fixed Monthly Fee for EDI SaaS Solution for Contractor delivering all Plans, Documents, Deliverables or Work Components in compliance and providing all services described in this Contract.

2.1.2. The EDI SaaS and BizOps Fee includes licenses, hosting infrastructure, operations, technical support (including Full BizOps as defined in Section 4.3.3 of Exhibit B Statement of Work), any subscriptions, operations, software maintenance, change management, incident management, environment/capacity management, any labor costs, or any other type of fee, compensation, or amount for the EDI SaaS solution. The prices identified in this Section 2.1 cover all transaction types and all transaction volumes, however transaction types (any HIPAA, NCPDP, Operating Rules, and Clinical, but not FHIR or a new industry format) and transaction volumes may increase or decrease.

2.1.3. The Department will pay the Contractor an EDI SaaS Solution Fee monthly as shown in the table below.

Period	Not to Exceed Monthly Fee Amount	Not to Exceed Annual Fee Amount
SFY2024-25 (9/1/2024 – 6/30/2025)	\$125,787.92	\$1,257,879.20
SFY2025-26 (7/1/2025 – 2/28/2026)	\$196,262.08	\$1,570,096.64
SFY2025-26 (3/1/2026 – 6/30/2026)	\$157,009.67	\$628,038.68
SFY2026-27 (7/1/2026 – 6/30/2027)	\$185,424.07	\$2,225,088.84
SFY2027-28 (7/1/2027 – 6/30/2028)	\$194,695.27	\$2,336,343.24
SFY2028-29 (7/1/2028 – 6/30/2029)	\$204,430.03	\$2,453,160.36
SFY2029-30 (7/1/2029 – 8/31/2029)	\$214,651.52	\$429,303.04
Total		\$10,899,910.00
SFY2029-30 (9/1/2029 – 6/30/2030)	\$210,562.93	\$2,105,629.30
SFY2030-31 (7/1/2030 – 6/30/2031)	\$216,879.82	\$2,602,557.87
SFY2031-32 (7/1/2031 – 6/30/2032)	\$223,386.22	\$2,680,634.64
SFY2032-33 (7/1/2032 – 6/30/2033)	\$230,087.80	\$2,761,053.60
SFY2033-34 (7/1/2033 – 6/30/2034)	\$236,990.44	\$2,843,885.28
SFY2034-35 (7/1/2034 – 8/31/2034)	\$244,100.17	\$488,200.34

Period	Not to Exceed Monthly Fee Amount	Not to Exceed Annual Fee Amount
Total		\$13,481,961.00

Table 6 – EDI SaaS Fee

2.1.4. CMS Certification

2.1.4.1. If CMS certification is not granted within 18 months after the first day of the EDI SaaS Solution Go-Live Date, and Contractor is determined to be exclusively and materially at fault for a breach of the State Specific Outcomes or CMS Required Outcomes as determined by the Dispute Process (as described in the Dispute Resolution in §14 of the Contract), then Contractor will reimburse the Department an amount equal to the difference between the 75% Federal Financial Participation rate for a CMS certified system and the 50% Federal Financial Participation rate the Department incurred for operating an non-CMS certified system during the period the system is not certified by CMS. If CMS certifies the EDI SaaS Solution back to Go-Live Date, then the Department will equitably reimburse Contractor for the amounts that were assessed under this Section.

2.2. Additional Members Fees

2.2.1. If the Members exceed 1,300,000 in any given state fiscal year, the Department will pay Contractor, a Variable Payment based on the number of Members:

Description of Services	Not to Exceed Yearly Fee
Additional Block of 100,000 Members	\$188,300.00

Table 7 – Edifecs SaaS Fee for Additional Members*

2.3. Additional Trading Partners Fees

2.3.1. If the Trading Partners exceed 500 in any given state fiscal year, the Department will pay to Contractor Variable Payment based on the number of trading partners.

Description of Services	Not to Exceed Yearly Fee
Each additional block of 10 Trading Partners	\$2,050.00

Table 8 – Edifecs SaaS Fee for Additional Trading Partners*

2.4. Additional Named Users

2.4.1. If the Named Users exceed 50 in any given state fiscal year, the Department will pay Contractor a Variable Payment based on the number of Named Users:

Description of Services	Not to Exceed Yearly Fee
Each additional block of 5 Named Users	\$28,090.00

Table 9 – Edifecs SaaS Fee for Additional Members*

2.5. Business Operations (BizOps) Enhancements

2.5.1. The Department will pay Contractor a Fixed Monthly Service Payment for Business Operations (BizOps) Enhancements each month for the BizOps as defined in Section 4.3.3 of Exhibit B Statement of Work.

2.5.2. The Department will pay Contractor a Fixed Monthly Service Payment for BizOps each month, upon the Department’s acceptance of Contractor’s invoice for that month:

Period	Fixed Monthly Fee	Not to Exceed Fixed Yearly Fee Amount
SFY2024-25 (9/1/2024 – 6/30/2025)	\$0.00	\$0.00
SFY2025-26 (7/1/2025 – 6/30/2026)	\$30,602.50	\$367,230.00
SFY2026-27 (7/1/2026 – 6/30/2027)	\$32,070.13	\$384,841.50
SFY2027-28 (7/1/2027 – 6/30/2028)	\$33,611.13	\$403,333.58
SFY2028-29 (7/1/2028 – 6/30/2029)	\$35,229.19	\$422,750.26
SFY2029-30 (7/1/2029 – 8/31/2029)	\$36,928.30	\$73,856.60
Total		\$1,652,012.00
SFY2029-30 (9/1/2029 – 6/30/2030)	\$36,248.56	\$362,485.64
SFY2030-31 (7/1/2030 – 6/30/2031)	\$37,298.52	\$447,582.25
SFY2031-32 (7/1/2031 – 6/30/2032)	\$38,379.98	\$460,559.72
SFY2032-33 (7/1/2032 – 6/30/2033)	\$39,493.88	\$473,926.51
SFY2033-34 (7/1/2033 – 6/30/2034)	\$40,641.19	\$487,694.31
SFY2034-35 (7/1/2034 – 8/31/2034)	\$41,822.78	\$83,645.56
Total		\$2,315,894.00

Table 10 – Fixed Monthly Service Payment for BizOps

2.6. Trading Partner Testing Tool

2.6.1. The Department will pay Contractor a Fixed Monthly Service Payment for Trading Partner Testing Tool SaaS each month for providing Trading Partner Testing Tool.

2.6.2. The Department will pay the Contractor a Fixed Monthly Service Payment for Trading Partner Testing Tool each month, upon the Department’s acceptance of Contractor’s invoice for that month:

Period	Fixed Monthly Fee	Not to Exceed Yearly Fee Amount
---------------	--------------------------	----------------------------------------

SFY2024-25 (9/1/2024 – 6/30/2025)	\$9,292.92	\$92,929.17
SFY2025-26 (7/1/2025 – 2/28/2026)	\$19,515.13	\$156,121.00
SFY2025-26 (3/1/2026 – 6/30/2026)	\$15,612.10	\$62,448.40
SFY2026-27 (7/1/2026 – 6/30/2027)	\$16,392.71	\$196,712.46
SFY2027-28 (7/1/2027 – 6/30/2028)	\$17,212.34	\$206,548.09
SFY2028-29 (7/1/2028 – 6/30/2029)	\$18,072.96	\$216,875.50
SFY2029-30 (7/1/2029 – 8/31/2029)	\$18,976.61	\$37,953.21
Total		\$969,587.83
SFY2029-30 (9/1/2029 – 6/30/2030)	\$18,615.15	\$186,151.47
SFY2030-31 (7/1/2030 – 6/30/2031)	\$19,173.60	\$230,083.22
SFY2031-32 (7/1/2031 – 6/30/2032)	\$19,748.81	\$236,985.71
SFY2032-33 (7/1/2032 – 6/30/2033)	\$20,341.27	\$244,095.28
SFY2033-34 (7/1/2033 – 6/30/2034)	\$20,951.51	\$251,418.14
SFY2034-35 (7/1/2034 – 8/31/2034)	\$21,580.06	\$43,160.11
Total		\$1,191,893.92

Table 11 – Fixed Monthly Payments for Trading Partner Testing Tool

2.7. Monthly SLA Performance Standard - Quality Maintenance Payments (QMPs)

2.7.1. After Go-Live, the Department will pay the Contractor Monthly QMP Payments identified in **Table 12 – Monthly QMP Payments for EDI SaaS Fee for Initial 5 Years** below based on Contractor meeting or exceeding the performance standards for the following SLAs outlined in Exhibit J, Tab J.6 SLA:

- 2.7.1.1. Exhibit J, Tab J.6 SLA PM.10-15.
- 2.7.1.2. Exhibit J, Tab J.6 SLA PM 10-21.
- 2.7.1.3. Exhibit J, Tab J.6 SLA PM 10-22.
- 2.7.1.4. Exhibit J, Tab J.6 SLA PM 10-23.
- 2.7.1.5. Exhibit J, Tab J.6 SLA PM 10-30.
- 2.7.1.6. Exhibit J, Tab J.6 SLA PM 10-31.
- 2.7.1.7. Exhibit J, Tab J.6 SLA PM 10-32.
- 2.7.1.8. Exhibit J, Tab J.6 SLA PM 10-33.

2.7.2. After go-live, if the Contractor fails to meet or exceed a SLA, or any component of a SLA, or fails to measure or report performance on a SLA listed in this Section 2.7 during a period, then the Contractor shall not earn a Monthly QMP Payment for that SLA.

2.7.3. If the Contractor and the Department disagree over whether the Contractor’s performance meets the required SLA, whether the associated QMP is required to be paid, or any other disagreements related to this Section, the Parties shall utilize dispute resolution process in **§14** of the Contract.

2.7.4. Monthly QMP Payment Table. Please refer to Exhibit J, Tab J.6 SLA for Performance Standard, for detailed narratives for each SLA identified in this Section. The amounts listed

below reflect the monthly payout that the Contractor may earn for meeting or exceeding each QMP, as each identified SLA number in the table below is described in Exhibit J, Tab J.6 SLA.

2.7.5. The Department will pay Contractor each of the Monthly QMPs based on the SLAs described in Exhibit J Tab J.6 SLA for each calendar month in which Contractor meets the SLA requirements as described below.

SLA Number	QMP %	SFY2025-26 (3/1/2026 – 6/30/2026)	SFY2026-27 (7/1/2026 – 6/30/2027)	SFY2027-28 (7/1/2027 – 6/30/2028)	SFY2028-29 (7/1/2028 – 6/30/2029)	SFY2029-30 (7/1/2029 – 8/31/2029)
PM.10-15	10%	\$3,925.24	\$4,635.60	\$4,867.38	\$5,110.75	\$5,366.29
PM.10-21	25%	\$9,813.10	\$11,589.00	\$12,168.45	\$12,776.88	\$13,415.72
PM.10-23	20%	\$7,850.48	\$9,271.20	\$9,734.76	\$10,221.50	\$10,732.58
PM.10-30	5%	\$1,962.62	\$2,317.80	\$2,433.69	\$2,555.38	\$2,683.14
PM.10-31	5%	\$1,962.62	\$2,317.80	\$2,433.69	\$2,555.38	\$2,683.14
PM.10-32	10%	\$3,925.24	\$4,635.60	\$4,867.38	\$5,110.75	\$5,366.29
PM.10-33	25%	\$9,813.10	\$11,589.00	\$12,168.45	\$12,776.88	\$13,415.72
	100%	\$39,252.42	\$46,356.02	\$48,673.82	\$51,107.51	\$53,662.88

Table 12 – Monthly QMP Payments for EDI SaaS Fee for Initial 5 Years

SLA Number	QMP %	SFY2029-30 (9/1/2029 – 6/30/2030)	SFY2030-31 (7/1/2030 – 6/30/2031)	SFY2031-32 (7/1/2031 – 6/30/2032)	SFY2032-33 (7/1/2032 – 6/30/2033)	SFY2033-34 (7/1/2033 – 6/30/2034)	SFY2034-35 (7/1/2034 – 8/31/2034)
PM.10-15	10%	\$5,264.07	\$5,422.00	\$5,584.66	\$5,752.20	\$5,924.76	\$6,102.50
PM.10-21	25%	\$13,160.18	\$13,554.99	\$13,961.64	\$14,380.49	\$14,811.90	\$15,256.26
PM.10-23	20%	\$10,528.15	\$10,843.99	\$11,169.31	\$11,504.39	\$11,849.52	\$12,205.01
PM.10-30	5%	\$2,632.04	\$2,711.00	\$2,792.33	\$2,876.10	\$2,962.38	\$3,051.25
PM.10-31	5%	\$2,632.04	\$2,711.00	\$2,792.33	\$2,876.10	\$2,962.38	\$3,051.25
PM.10-32	10%	\$5,264.07	\$5,422.00	\$5,584.66	\$5,752.20	\$5,924.76	\$6,102.50
PM.10-33	25%	\$13,160.18	\$13,554.99	\$13,961.64	\$14,380.49	\$14,811.90	\$15,256.26
	100%	\$52,640.73	\$54,219.96	\$55,846.55	\$57,521.95	\$59,247.61	\$61,025.04

Table 13 – Monthly QMP Payments for EDI SaaS Fee for Additional 5 Years

SLA Number	QMP %	SFY2025-26 (3/1/2026 – 6/30/2026)	SFY2026-27 (7/1/2026 – 6/30/2027)	SFY2027-28 (7/1/2027 – 6/30/2028)	SFY2028-29 (7/1/2028 – 6/30/2029)	SFY2029-30 (7/1/2029 – 8/31/2029)
PM.10-22	100%	\$3,903.03	\$4,098.18	\$4,303.09	\$4,518.24	\$4,744.15
	100%	\$3,903.03	\$4,098.18	\$4,303.09	\$4,518.24	\$4,744.15

Table 14 – Monthly QMP Payments for Trading Partner Testing Tool for Initial 5 Years

SLA Number	QMP %	SFY2029-30 (9/1/2029 – 6/30/2030)	SFY2030-31 (7/1/2030 – 6/30/2031)	SFY2031-32 (7/1/2031 – 6/30/2032)	SFY2032-33 (7/1/2032 – 6/30/2033)	SFY2033-34 (7/1/2033 – 6/30/2034)	SFY2034-35 (7/1/2034 – 8/31/2034)
PM.10-22	100%	\$4,653.79	\$4,793.40	\$4,937.20	\$5,085.32	\$5,237.88	\$5,395.01

	100%	\$4,653.79	\$4,793.40	\$4,937.20	\$5,085.32	\$5,237.88	\$5,395.01
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Table 15 – Monthly QMP Payments for Trading Partner Testing Tool for Additional 5 Years

3. MODIFICATION AND ENHANCEMENT WORK

3.1. This section describes the hourly rates that Contractor shall use to invoice for all Change Requests under the Modification and Enhancement Work

3.1.1. The hourly rates to be used for the calculations described in this Section for each SFY are shown in the table below:

ID	SME Category	Onshore	Offshore
EDIPS1	Program/Project Director	\$325.00	N/A
EDIPS2	Program Manager	\$300.00	N/A
EDIPS3	Project Manager	\$240.00	\$80.00
EDIPS4	Implementation SME	\$235.00	\$75.00
EDIPS5	Implementation Architect	\$255.00	\$85.00
EDIPS6	Business Analysis SME	\$235.00	N/A
EDIPS7	Solution Test Manager	\$240.00	\$80.00
EDIPS8	Solution Test Engineer	\$235.00	\$66.00

Table 16 – Hourly Rate*

*These rates are for SFY 2025 and will increase 5% year-over-year through the base contract term and 3% year-over-year annually for the optional periods.

EXHIBIT D, TERMINOLOGY

1. TERMINOLOGY

- 1.1. In addition to the terms defined in §3 of this Contract, the following list of terms shall be construed and interpreted as follows:
 - 1.1.1. Action Items – A discrete task that must be accomplished, usually by a single individual or a small team or group.
 - 1.1.2. ANSI (ASC) X12N Transactions -- ASC X12 develops and maintains standards for electronic data interchange relating to business transactions. ASC X12N, the Insurance Subcommittee of ASC X12, develops and maintains standards for healthcare administrative transactions.
 - 1.1.3. Application Program Interface (API) – A set of routines, protocols, and tools for building software applications.
 - 1.1.4. Authorized User – Means any person or entity designated by business requirement, contract, assignment of User identification, or otherwise authorized, to access confidential or secure information, data, or Systems.
 - 1.1.5. Business Hour – The hours of the day during which business is transacted. The open and close schedule that a business determines for its operations. Office working hours are weekdays from 8:00 a.m. to 5:00 p.m. Mountain Time.
 - 1.1.6. Business Interruption – Any event that disrupts Contractor’s ability to complete the Work for a period of time, and may include, but is not limited to a Disaster, power outage, strike, loss of necessary personnel or computer virus.
 - 1.1.7. Change Management (Process) – A collective term for all approaches to prepare, support, and help individuals, teams, and organizations in making organizational change. It includes methods that redirect or redefine the use of resources, business process, budget allocations, or other modes of operation that significantly change a company or organization.
 - 1.1.8. Change Request – A formal proposal to modify a document, Deliverable, or baseline; a formal proposal to make a System change; or a formal proposal to make any other System modification.
 - 1.1.9. Change Request Board – An established committee that reviews proposed changes from the original baseline requirements that were agreed upon by the Department. If any change is approved by the committee, the change is communicated to the project team and the client, and the requirement is baselined with the change.
 - 1.1.10. Closeout Period – The period beginning on the earlier of 90 days prior to the end of the last Extension Term or notice by the Department of its decision to not exercise its option for an Extension Term, and ending on the day that the Department has accepted the final deliverable for the Closeout Period, as determined in the Department-approved and updated Closeout Plan, and has determined that the closeout is complete.
 - 1.1.11. Colorado Revised Statutes (C.R.S.) – The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.
 - 1.1.12. Contract Year – Each period of 12 consecutive months during the Initial Term of this Agreement, with the first Contract Year commencing on the Effective Date, and with each subsequent Contract Year commencing on the anniversary of the Effective Date.

- 1.1.13. Contractor – A party that undertakes a contract to provide materials and/or labor to perform a service or do a job.
- 1.1.14. Data – State Confidential Information and other State information resources transferred to the Contractor for the purpose of completing a task or Project assigned in the Statement of Work.
- 1.1.15. Data Integration – The process of combining data from different sources into a single, unified view. It involves discovering, moving, and transforming data from multiple source systems.
- 1.1.16. Data Integration Testing – The process of verifying that the data from various sources is integrated and transformed according to the business rules and requirements. Data integration testing can be done at different levels, such as unit testing, system testing, and end-to-end testing.
- 1.1.17. Defect – A genuine error, malfunction, fault, or failure which prevents the System from operating as intended.
- 1.1.18. Deliverable Expectations Document (DED) – Document that provides a basis for the development and submission of a resulting deliverable. A DED is a tool used to avoid miscommunication and ensure that the Department and contractor (or other participating parties) possess a mutual understanding of content and scope of the deliverable.
- 1.1.19. Department – Colorado Department of Health Care Policy & Financing (HCPF)
- 1.1.20. Department Staff – Colorado Department of Health Care Policy & Financing (HCPF) State employees or contracted personnel, as determined by the Department.
- 1.1.21. Department Stakeholders – A person, Project team member, or participant within the Department’s organization or system, with an interest or concern in its business or success.
- 1.1.22. Design, Develop and Implementation (DDI) Phase – Component of the contract that describes the design, development, and implementation of a technology solution.
- 1.1.23. Development Environment – An environment used for developing, testing, and debugging an application or program.
- 1.1.24. 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.
- 1.1.25. Dispute Process – The process described in the Contract for the Contractor and the Department to follow to resolve all debates or disagreements between the Department and Contractor.
- 1.1.26. Division Director – A Director in the Colorado Department of Health Care Policy & Financing (HCPF).
- 1.1.27. Downtime Exception – Unavailability arising from or during (a) any scheduled downtime, (b) any failure of the SaaS solution that arises from connection failures or similar problems attributed to a User, (c) scheduled downtime by Edifecs’ data center hosting subcontractor; (d) downtime because of general problems with the Internet; (e) downtime due to any factors beyond Edifecs’ reasonable control; or (f) Customer-requested SaaS solution’s re-starts.
- 1.1.28. Electronic Data Interchange - The automated transfer of data in a specific format following specific data content rules between a health care provider and Medicare, or between Medicare and another health care plan.

- 1.1.29. Enhancement – Incremental improvements to existing processes and/or system components that are completed as part of the Operations and Enhancement (O&M) phase of the contract.
- 1.1.30. Enterprise – The Department’s MES business, technical, and Information Architectures. Healthcare Enterprise architecture views people, process, and technologies as a “system of systems.” Colorado’s MES currently consists of four (4) primary services: Medicaid Management Information System (MMIS) and Fiscal Agent, Business Intelligence and Data Management (BIDM), Pharmacy Benefit Management System (PBMS), and Colorado Benefits Management System (CBMS).
- 1.1.31. Enterprise Solution Integration (ESI) Platform – Common integration platform, managed by the ESI Contractor, that assures data and integration between MES modules is consistent, secure, and available.
- 1.1.32. Enterprise Solution Integration (ESI) Contractor – Contractor whose responsibility is to establish and manage standards, processes and technology that assure all MES modules and related vendors seamlessly support Department goals.
- 1.1.33. Enterprise Solution Integration (ESI) Data Governance Council – The governing body that has the authority, control, and shared decision making (e.g. planning, monitoring, and enforcement) over the management of data assets.
- 1.1.34. Existing System – All of the MES systems in existing as of the Effective Date.
- 1.1.35. Existing Vendors – The MES Vendors associated with each MES-related contract at the time of the Effective Date.
- 1.1.36. Fiscal Year – The State’s Fiscal Year, defined as running from July 1 in a defined calendar year through June 30 in the following calendar year.
- 1.1.37. Fit-Gap Analysis – The act of finalizing and validating scope; identification and evaluation of existing data sources and or availability of additional data sources; and evaluation of existing practices/processes, current practices performance and impact, and identification potential areas of improvement.
- 1.1.38. Flat File – A data file that is not related to another file and the records in the file are stored in a plain text format.
- 1.1.39. Fraud – An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to that person or some other person and includes any act that constitutes fraud under any federal or state law.
- 1.1.40. Go-Live – The time during a Project at which a Contractors’ solution or product is officially released into production.
- 1.1.41. Health First Colorado – Colorado’s Medicaid Program.
- 1.1.42. Health Insurance Portability and Accountability Act (HIPAA) – The Health Insurance Portability and Accountability Act of 1996, as amended.
- 1.1.43. Health Information Trust Alliance (HITRUST) – A non-profit company that delivers data protection standards and certification programs to help organizations safeguard sensitive information, manage information risk, and reach their compliance goals.
- 1.1.44. HIPAA 275 -- Electronic Attachments (275 transactions) are supplemental documents providing additional patient medical information to the payer that cannot be accommodated within the ANSI ASC X12, 837 claim format.

- 1.1.45. Improvements – Planned enhancements to processes and/or system components that are tied to Department-defined strategic goals and objectives, documented in the Business Process Improvement Plan deliverable.
- 1.1.46. Integration – Integration begins with the ingestion process, and includes steps such as cleansing, extract, transform, and load (ETL) mapping, and transformation. Data Integration is the process of combining data from different Sources into a single, unified view, and ultimately enables analytics tools to produce effective, actionable business intelligence.
- 1.1.47. Integration Testing – A phase in software testing in which individual software modules are combined and tested as a group. Integration testing is conducted to evaluate the compliance of a system or component with specified functional requirements and follows unit and system testing in the testing lifecycle.
- 1.1.48. Interfaces – Any or all of the interfaces needed to complete full functionality of the Solution.
- 1.1.49. Issues – A negative result, outcome, or action that has already occurred.
- 1.1.50. Key Personnel – The position or positions that are specifically designated as such in this Contract.
- 1.1.51. Knowledge Management (KM) – A collection of methods relating to creating, sharing, using, and managing the knowledge and information of an organization.
- 1.1.52. Master Schedule – A consolidated plan that is maintained by the Department that contains tasks, dependencies, resources, milestones, and planned hours for the overall MES program.
- 1.1.53. Medical Code Set – Specific code sets for health care diagnosis and procedures used in transactions to classify medical diagnosis, procedures, diagnostic tests, treatments, and equipment and supplies.
- 1.1.54. Medicaid/MES Ecosystem – The complex network or interconnected systems under the Department’s Medicaid umbrella.
- 1.1.55. Medicaid Enterprise Solutions (MES) – The MMIS, PBMS, CBMS, and BIDM systems.
- 1.1.56. Medicare Crossover – A claim that is directly from Medicare and has crossed over to Colorado’s Medicaid Program for processing.
- 1.1.57. Meeting Agenda – Denotes the date, time, and location of the meeting, the invitees, and the topics to be covered during the meeting with the presenter’s name and discussion duration.
- 1.1.58. Meeting Minutes – Captures the attendees, the discussion topics, Action Items and next steps, and decisions made during the meeting.
- 1.1.59. Meeting Records – Are the recorded or written Meeting Agenda, Meeting Minutes, and any related documentation, videos, or attachments.
- 1.1.60. Member – Any individual enrolled in the Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
- 1.1.61. MES Department Contacts – Designated Department points of contact for MES procurements, contracts, and Project Management communications.
- 1.1.62. MES Ecosystem – The Medicaid Enterprise Solutions along with the ESI Integration Platform.

- 1.1.63. MES Governance Plan – Policies and procedures that govern the ESI Platform and integrations.
- 1.1.64. MES Module(s) – All MES components residing within the BIDM, CBMS, MMIS, or PBMS systems, or that once resided in the BIDM, CBMS, MMIS, or PBMS systems that the Department reconfigures into its own module with the ESI Integration Platform.
- 1.1.65. MES Standards – Aligned with CMS MITA conditions and standards, Colorado OIT, and Enterprise Project Management Office (EPMO) standards, tools, templates, and processes, and encompassing the Department’s standards and best practices for MES data governance, data quality controls, Integration file exchange, data model maintenance, and technical and Consultative Support Services,
- 1.1.66. MES Vendor(s) or Medicaid Enterprise Solution Vendor(s) – The contractors selected by the Department with which the Department has entered into MES Modules-related contracts after the Effective Date. Also referred to as the Department’s MES Vendor(s).
- 1.1.67. Milestones – A goal to be achieved via a list of tasks. A Milestone is a tool for tracking the progress of a Project and to measure the performance of teams based on specific requirements. A Milestone is used to reference a specific progress point in a Project and describes when the Parties plan to achieve an event, such as on a quarterly timeline.
- 1.1.68. Operational Readiness – The general list of activities related to the migration of a Project from DDI to production. The Operational Readiness Criteria identifies whether the Project has met all requirements; that there are no Defects, Production Incidents, or testing errors; that the Project is functioning as intended; and that the Project is on schedule to migrate to production.
- 1.1.69. Operational Readiness Phase – The phase of the Project when the operational readiness criteria identifies whether the Project has met all requirements; that there are no Defects, Production Incidents, or testing errors; that the Project is functioning as intended; and that the Project is on schedule to migrate to production.
- 1.1.70. Operations and Maintenance (O&M) – Includes the day-to-day activities necessary for the building or built structure, its systems and equipment, and an occupant or User to perform the occupant’s or User’s intended function.
- 1.1.71. Operations and Maintenance Phase – The period of time after which a Project has moved from DDI and into production.
- 1.1.72. Other Personnel – Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.
- 1.1.73. Performance/Stress Testing – Performance testing is a non-functional software testing technique that determines how the stability, speed, scalability, and responsiveness of an application holds up under a given workload. It includes smoke (technical validation), load (target production load) and stress (overloaded volume) testing of the end-to-end system including batch/ETL jobs.
- 1.1.74. Personal Data - Data that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.
- 1.1.75. Priority 1 - Critical Issues, defined as Production Incidents in which User(s) cannot operate a core piece of business due to a deficiency or Defect with no reasonable workaround.

- 1.1.76. Priority 2 - High Issue, defined as or Major Issues, which are defined as (i) for High Issues, vital business operations are impacted, slowed, or hampered by a deficiency or Defect for which there is a viable workaround that permits the continued use of the MES Ecosystem and (ii) for Major Issues, vital business operations are impacted, slowed or hampered by a deficiency or Defect affecting a single user.
- 1.1.77. Priority 3 - The overall production is operational with no major impact on the Department's business operation including user interface and navigation issues, configuration and usability issues, and a reasonable workaround is available.
- 1.1.78. Production Environment – The setting where software and other products are put into operation for their intended uses, where programs are run, and where hardware setups are installed and relied on for daily operations.
- 1.1.79. Production Incident – A service disruption that requires a corrective action.
- 1.1.80. Production Ready – After System testing, a System that is free of Defects and is ready for Go-Live into the production environment.
- 1.1.81. Project – A Project defines the Work to be completed, as identified in Exhibit B.
- 1.1.82. Project Artifact – Anything the Contractor produces during the performance of the Work.
- 1.1.83. Project Management – The use of specific knowledge, skills, tools, and techniques to deliver something of value to people and the process of leading the work of a team to achieve all Project goals within the given constraints.
- 1.1.84. Project Management Plan (PMP) – A series of formal documents that define the execution and control stages of a project.
- 1.1.85. Project Repository – An archive of all project related documentation, including plans, risk/issue logs, decision logs, meeting minutes, etc., that is accessible by all related project staff.
- 1.1.86. Prosci® – A change management methodology that is a systematic and holistic approach which guides organizations to realize the benefits of their change initiatives and aims at building internal, organizational capabilities to deal swiftly and efficiently with the ever-increasing number of changes.
- 1.1.87. Protected health Information (PHI) - Any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- 1.1.88. Provider – Any organization, institution, or individual that provides health care services to Medicare beneficiaries.
- 1.1.89. Quality Assurance (QA) – The process or actions taken to ensure a product meets all of its requirements. Quality assurance is often used to track compliance and maintain consistent product management output over time.

- 1.1.90. Real Time – The actual time it takes a process to occur; of or relating to computer systems that update information at the same rate they receive information.
- 1.1.91. Requirements Specification – A collection of all requirements that are to be imposed on the design and verification of the product and that also contains other related information necessary for the design, verification, and maintenance of the product.
- 1.1.92. Risk – An uncertain event or condition that, if it occurs, has a positive or negative effect on a Project’s objectives.
- 1.1.93. Root Cause Analysis – A systematic process for identifying “root causes” (the factor that causes a particular situation) of Production Incidents or events as well as an approach for responding to each Production Incident or event.
- 1.1.94. Scheduled Testing Activities – Testing tasks and testing sub-tasks that are included in the MES Master Testing Strategy and Management Plan (including Defect Management), including scheduled testing dates and scheduled testing times for each testing task or testing sub-task.
- 1.1.95. Service Level Agreement – A set of standards that codifies performance expectations between the Contractor and the Department.
- 1.1.96. Service Organization Control 1 (SOC 1) Type II – A service organization compliance framework developed by the American Institute of Certified Public Accountants (AICPA). The primary purpose is to review internal controls and ensure that that are effective over a period of time.
- 1.1.97. Service Organization Control 2 (SOC 2) Type II – A cybersecurity compliance framework developed by the American Institute of Certified Public Accountants (AICPA). The primary purpose of SOC 2 is to ensure that third-party service providers store and process client data in a secure manner.
- 1.1.98. System Development Lifecycle (SDLC) – A set of Department approved processes that governs planning, creating, testing, and deploying new technologies.
- 1.1.99. Service Organization Controls (SOC) Report -- Verification that an organization is following specific best practices related to protecting their clients' data.
- 1.1.100. Source – A place, person, or thing from which something comes or can be obtained, such as an external system which provides the data to be loaded into the Target system.
- 1.1.101. Sprint -- A set period of time during which a set of specific tasks must be completed.
- 1.1.102. Stakeholders – A Stakeholder is any person or entity that has an interest or concern in a business or Project, in which all the members or participants are seen as having an interest in its success.
- 1.1.103. Start-Up Period – The period starting on the Effective Date and ending on the Operational Start Date.
- 1.1.104. Submitter - An entity with whom an organization exchanges data electronically. Also referred to as a Trading Partner.
- 1.1.105. System(s) – The ESI Integration Platform and the MES Ecosystem.
- 1.1.106. System Testing – Testing technique whose purpose is to confirm that functions within a system are interacting appropriately.

- 1.1.107. Target – An object or goal that is being aimed at, such as a target system or destination place where something is being sent, taken, going, or directed.
- 1.1.108. Technical Architecture – The design and documentation of a software application. Technical Architecture is a form of Information Technology architecture that is used to design computer systems and that provides a blueprint schematic for developers to use when they are building or modifying a computer system.
- 1.1.109. Technology Vendors – A person or entity who provides or proposes to provide to a customer proprietary information technology goods or services, including software, hardware, products, processes, algorithms, User Interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information.
- 1.1.110. Test Case -- The actions required to verify a specific requirement or set of requirements in software testing. The test case details the steps, data, prerequisites, and postconditions necessary to verify requirements.
- 1.1.111. Testing Environment – The environment where hardware and software components include configuration settings that are necessary to test and validate the application meets design specifications.
- 1.1.112. Testing Phase – The period of time during which the Contractor ensure the Project meets design specifications.
- 1.1.113. Tier I – Tier I is defined as the primary provider call center vendor that receives all initial calls and inquiries as they relate to Provider issues. The primary provider call center will receive and resolve all Tier I inquiries when resolution only requires providing information from the interchange system. Provider inquiries that require updating the system with new information or that require any type of reprocessing will constitute Tier II inquiries and will be forwarded to the Department's Fiscal Agent for resolution.
- 1.1.114. Tier II – Tier II support team members handle technical escalations and more advanced inquiries that are beyond the skills or knowledge of the first level customer service representatives. Tier II inquiries are issues or challenges that could not be solved by the first level because of either the complexity, the need for specific system or subject matter knowledge, or the issue has not previously been added to the Provider Call Center knowledge base. Tier II shall use the Department provided ticketing tool to manage the lifecycle of the inquiry/ticket.
- 1.1.115. Trading Partner – An entity with whom an organization exchanges data electronically. Also referred to as a Submitter.
- 1.1.116. Transition Phase – The process of migrating operations of the system, staff and related processes from the incumbent vendor, with minimum disruption of service.
- 1.1.117. Transmittal – An official document from the Department authorizing the Contractor to perform a specific function that is considered within the Contractor's Scope-of-Work during the Contract, but a Transmittal may not be used for any changes that require an SDLC or follow the Change Management Process.
- 1.1.118. Unit Testing – Testing technique whose purpose is to confirm that a component is validated and functions as expected within the confines of the specification that it was developed.

- 1.1.119. User(s) – A person who utilizes a computer, network service, or other equipment. A User often has a User account and is identified to the system by a username. Also called End User for the Target User (employee or customer)
- 1.1.120. User Acceptance Testing (UAT) – Testing technique whose purpose is for Department staff and other business testers to validate the solution meets pre-established requirements.
- 1.1.121. User Documentation – Explanatory and informational materials concerning the Department’s documentation or Vendor’s products, company products, in printed or electronic format, which the Department or Vendor/Contractor has released for distribution to End Users which may include manuals, descriptions, User and/or installation instructions, diagrams, printouts, listings, flowcharts, and training materials.
- 1.1.122. Warranty Period – Covers the period before project closure where the development team is responsible for resolving any defects or incidents discovered after release.
- 1.1.123. Work Products – The output of a project. They are the lowest level of project work that are individually estimated, budgeted, assigned, executed, measured, and controlled. Work products include both tangible things such as infrastructure installations and intangible things such as presentations.
- 1.1.124. Workflow – A Workflow is a sequence of any business or industry tasks that processes a set of data. Workflows are the paths that describe how something goes from being undone to done, or raw to processed.
- 1.1.125. Workforce Management (WFM) – The way in which the Contractor will strategically allocate people and resources to meet Producer Call Center Service Level Agreements.
- 1.1.126. 508/ADA -- Section 508 of the Rehabilitation Act of 1973. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities.

2. ACRONYMS AND ABBREVIATIONS

- 2.1. The following list is provided to assist the reader in understanding certain acronyms and abbreviations used in this Contract:
 - 2.1.1. ADKAR – Awareness, Desire, Knowledge, Ability, Reinforcement
 - 2.1.2. ANSI – American National Standards Institute
 - 2.1.3. APD – Advanced Planning Document
 - 2.1.4. API – Application Programming Interface
 - 2.1.5. AWS – Amazon Web Services
 - 2.1.6. BIDM – Business Intelligence Data Management System
 - 2.1.7. BRD – Business Requirement Document
 - 2.1.8. CAP – Corrective Action Plan
 - 2.1.9. CEF – CMS Conditions for Enhanced Funding
 - 2.1.10. CFR – Code of Federal Regulations
 - 2.1.11. CHP+ – Child Health Plan Plus
 - 2.1.12. CMS – Centers for Medicare and Medicaid Services

- 2.1.13. COE – Center of Excellence
- 2.1.14. COTS – Commercial off the Shelf
- 2.1.15. CR – Certification Review
- 2.1.16. C.R.S. – Colorado Revised Statutes
- 2.1.17. CRUD – Create, Read, Update and Delete
- 2.1.18. DDI – Design, Development, and Implementation
- 2.1.19. DED – Deliverables Expectations Document
- 2.1.20. EDI – Electronic Data Interchange
- 2.1.21. EPMO – The Department’s Enterprise Project Management Office
- 2.1.22. ESI – Enterprise Solution Integration Platform
- 2.1.23. FFP – Federal Financial Participation
- 2.1.24. FGA – Fit Gap Analysis
- 2.1.25. FHIR – Fast Healthcare Interoperability Resources
- 2.1.26. HIPAA – Health Insurance Portability and Accountability Act of 1996, as amended.
- 2.1.27. HIT – State Medicaid Health Information Technology
- 2.1.28. HL7 – Health Level Seven International
- 2.1.29. iC – Colorado interChange MMIS
- 2.1.30. ICD – MES Interface Control Document
- 2.1.31. ICN – Internal Control Number
- 2.1.32. IMS – Integrated Master Schedule
- 2.1.33. ITN – Invitation to Negotiate
- 2.1.34. JAD – Joint Application Design
- 2.1.35. KPI – Key Performance Indicators
- 2.1.36. MES – Medicaid Enterprise Solutions
- 2.1.37. MFCU – The Colorado Medicaid Fraud Control Unit in the Colorado Department of Law
- 2.1.38. MMIS – Medicaid Management Information System
- 2.1.39. OCM – Organizational Change Management
- 2.1.40. OIT – Governor’s Office of Information Technology
- 2.1.41. ORR – Operational Readiness Review
- 2.1.42. O&M – Operations and Maintenance / Enhancement
- 2.1.43. PHI – Protected Health Information
- 2.1.44. PII – Personally Identifiable Information
- 2.1.45. PMBOK – Project Management Body of Knowledge
- 2.1.46. PMP – Project Management Plan

- 2.1.47. POA&M – Plan of Action & Milestones
- 2.1.48. QMP – Quality Maintenance Payment
- 2.1.49. RCA – Root Cause Analysis
- 2.1.50. RTM – Requirements Traceability Matrix
- 2.1.51. SaaS – Software as a Service
- 2.1.52. SCR – System Change Request
- 2.1.53. SDLC – System Development Lifecycle
- 2.1.54. SFY – State Fiscal Year
- 2.1.55. SIT – System Integration Testing
- 2.1.56. SLA – Service Level Agreement
- 2.1.57. SMC – Streamlined Modular Certification
- 2.1.58. SME – Subject Matter Expert
- 2.1.59. SSO – Single Sign On
- 2.1.60. U.S.C. – United States Code
- 2.1.61. UAT – User Acceptance Testing
- 2.1.62. VARA – Visual Rights Act of 1990
- 2.1.63. VSIP – Vender Solution Integration Plan

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EXHIBIT E, CONTRACTOR'S ADMINISTRATIVE REQUIREMENTS

1. CONTRACTOR'S GENERAL REQUIREMENTS

- 1.1. The Department will contract with only one organization, the Contractor, and will work solely with that organization with respect to all tasks and Deliverables to be completed, services to be rendered, and performance standards to be met under this Contract.
- 1.2. Contractor may be privy to internal policy discussions, contractual issues, price negotiations, confidential medical information, Department financial information, advance knowledge of legislation and other Confidential Information. In addition to all other confidentiality requirements of the Contract, the Contractor shall also consider and treat any such information as Confidential Information and shall only disclose it in accordance with the terms of the Contract.
- 1.3. The Contractor shall work cooperatively with Department Staff and, if applicable, the staff of other State contractors toward the completion of the Work. The Department may, in its sole discretion, use other contractors to perform activities related to the Work that are not contained in the Contract or to perform any of the Department's responsibilities. In the event of a conflict between Contractor and any other State contractor, the State will resolve the conflict and Contractor shall abide by the resolution provided by the State.
- 1.4. The Contractor shall maintain complete and detailed records of all meetings, system development life cycle documents, presentations, Project Artifacts, and any other interactions or Deliverables or Work Components related to the Work described in the Contract. The Contractor shall make such records available to the Department upon request throughout the term of the Contract.
- 1.5. Deliverables
 - 1.5.1. All Deliverables shall meet Department-approved format and content requirements. The Department will specify a commercially reasonable number of copies and media for each Deliverable.
 - 1.5.1.1. Contractor shall submit each Deliverable to the Department for review and approval and shall adhere to the following Deliverable process such for any documentation creation, review, and acceptable cycle, the Contractor shall:
 - 1.5.1.1.1. Gather and document requirements for the Deliverable.
 - 1.5.1.1.2. Create a Deliverable Expectations Document (DED) for the individual Deliverable.
 - 1.5.1.1.3. Perform internal quality control review(s) of the Deliverable, including, but not limited to:
 - 1.5.1.1.3.1. Readability.
 - 1.5.1.1.3.2. Spelling.
 - 1.5.1.1.3.3. Grammar.
 - 1.5.1.1.3.4. Completion.
 - 1.5.1.1.4. Adhere to all required templates or development of templates.

- 1.5.1.1.5. Perform modifications that include version control and tracked changes.
- 1.5.1.2. The Department will review the Deliverable within 10 days following receipt from Contractor, unless the Department and Contractor agree otherwise in writing. The Department may direct Contractor to make changes to the Deliverable but only if and to the extent the Deliverable fails to meet the mutually agreed upon acceptance criteria for that Deliverable contained in Exhibit B, including Deliverable PM 1.2 Project Management Plan. Contractor shall make all changes within five Business Days following the Department's direction to make the change unless the Parties mutually agree in writing on a longer period.
- 1.5.1.3. Changes the Department direct shall include, but are not limited to, modifying portions of the Deliverable, requiring new pages or portions of the Deliverable, requiring resubmission of the Deliverable, 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 to the applicable obligations, requirements, or specifications.
 - 1.5.1.3.1. The Department may also direct Contractor to provide clarification or provide a walkthrough of any Deliverable to assist the Department in its review. Contractor shall provide the clarification or walkthrough as directed by the Department.
- 1.5.1.4. Once the Department has received an acceptable version of the Deliverable based on the mutually agreed upon acceptance criteria contained in Deliverable PM 1.2 Project Management Plan, including all changes directed by the Department, the Department will notify Contractor of its final acceptance of the Deliverable in writing by the deliverable review period deadline shown in the PMP. A Deliverable shall not be deemed accepted prior to the Department's notice to Contractor of its acceptance of that Deliverable.
- 1.5.1.5. Contractor shall employ an internal quality control process to confirm that all Deliverables are complete, accurate, easy to understand and of high quality, as described herein. Contractor shall provide Deliverables that, at a minimum, are responsive to the specific requirements for that Deliverable, 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 for reference as directed by the Department.
- 1.5.2. In the event any due date for a Deliverable falls on a day that is not a Business Day, the due date shall be automatically extended to the next Business Day.
- 1.5.3. 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.

- 1.5.4. No Deliverable, 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.
- 1.5.5. If any Deliverable contains ongoing responsibilities or requirements for the Contractor, such as Deliverables that are plans, policies, or procedures, then Contractor shall comply with all requirements of the most recently approved version of that Deliverable. Contractor shall not implement any version of any such Deliverable prior to receipt of the Department's written approval of that version of that Deliverable. Once a version of any Deliverable described in this subsection is approved by the Department, all requirements, Milestones and other Deliverables contained within that Deliverable shall be considered to be requirements, Milestones, and Deliverables of this Contract.
 - 1.5.5.1. Any Deliverable described as an update of another Deliverable shall be considered a version of the original Deliverable for the purposes of this subsection.
- 1.6. Stated Deliverables, Work Components, and Performance Standards
 - 1.6.1. Any section within this Statement of Work headed with or including the term "DELIVERABLE," "WORK COMPONENT," or "PERFORMANCE STANDARD" is intended to highlight a Deliverable, Work Component, 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 Work Components. The sections with these headings are for ease of reference, not intended to expand or limit the requirements or responsibilities related to any Deliverable, Work Component, or performance standard, except to identify the due date or location where the due date is retained for the Deliverables and Work Components.
- 1.7. Communication with the Department
 - 1.7.1. The 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 the Contractor uses a compatible program, then the Contractor shall make all documents or files delivered to the Department completely transferrable and reviewable, without error, on the Department's systems.
 - 1.7.2. The Department will use a Transmittal process to provide the Contractor with official direction within the scope of the Contract unless otherwise addressed in the Change Request process. The 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:
 - 1.7.2.1. The date the Transmittal will be effective.
 - 1.7.2.2. Direction to the Contractor regarding performance under the Contract.
 - 1.7.2.3. A due date or timeline by which the Contractor shall comply with the direction contained in the Transmittal.
 - 1.7.2.4. The signature of the Department employee who has been designated to sign Transmittals.

- 1.7.2.4.1. The Department will provide the Contractor with the name of the person it has designated to sign Transmittals on behalf of the Department, who will be the Department's primary designee. The Department will also provide the Contractor with a list of backups who may sign a Transmittal on behalf of the Department if the primary designee is unavailable. The Department may change any of its designees from time to time by providing notice to the Contractor through a Transmittal.
- 1.7.3. The Department may deliver a completed Transmittal to the Contractor in hard copy, as a scanned attachment to an email or through a dedicated communication system, if such a system is available.
 - 1.7.3.1. If a Transmittal is delivered through a dedicated communication system or other electronic system, then the Department may use an electronic signature to sign that Transmittal.
- 1.7.4. If the Contractor receives conflicting Transmittals, the 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.
- 1.7.5. In the event that the 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.
- 1.7.6. Transmittals may not be used in place of an amendment, and may not, under any circumstances be used to modify the term or scope of the Contract, any compensation under the Contract, or any other terms of the Contract, except that a Transmittal may be used to temporarily waive one of Contractor's requirements under this 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.
- 1.7.7. Subject to Contractor's normal backup and archival process, the Contractor shall retain all Transmittals for reference in a searchable format and shall provide copies of any received Transmittals upon request by the Department.
- 1.8. Start-Up Period
 - 1.8.1. With input from the Department, the Contractor shall complete all of the following during the Start-Up Period:
 - 1.8.1.1. Schedule and facilitate a Kickoff Meeting that includes the following:
 - 1.8.1.1.1. Key Personnel.
 - 1.8.1.1.2. Department Leadership.
 - 1.8.1.1.3. Department Project Team Members.
 - 1.8.1.1.4. Any other relevant and needed persons or organizations, as defined by the Department.

- 1.8.1.2. Develop Kickoff Meeting materials and an agenda that contains, at a minimum, the following:
 - 1.8.1.2.1. Initial timelines for starting the Work and creating initial Deliverables.
 - 1.8.1.2.2. Establishment of Communication channels to describe how the Work is to be completed.
 - 1.8.1.2.3. Transmission methods and specific Deliverable or Work Component templates or requirements.
 - 1.8.1.2.4. Any other item required to initiate that Work is started and completed on time.
- 1.8.1.3. The Contractor shall prepare Kickoff Meeting Minutes and submit to the Department for review and approval.
 - 1.8.1.3.1. WORK COMPONENT: Kickoff Meeting Agenda & Materials (Reference: part of DEL 1.1 Project Plan & Schedule)
 - 1.8.1.3.2. DUE: Within three Business Days after the Kickoff Meeting
- 1.9. Performance Reviews
 - 1.9.1. The Department may conduct performance reviews or evaluations of the Contractor in relation to the Work performed under the Contract.
 - 1.9.2. The Department may work with the Contractor in the completion of any performance reviews or evaluations or the Department may complete any or all performance reviews or evaluations independently, at the Department's sole discretion.
 - 1.9.3. The Contractor shall provide information reasonably necessary for the Department to complete all performance reviews or evaluations, as determined by mutual agreement of the Parties.
 - 1.9.4. The Department may conduct these performance reviews or evaluations at any point during the term of the Contract.
 - 1.9.5. 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
- 1.10. Renewal Options and Extensions
 - 1.10.1. 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 may repro cure the performance of the Work in its sole discretion, subject to its confidentiality obligations in Section 8(B) of the main body of this Contract above (Contractor Confidential Information).
 - 1.10.2. 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.

- 1.10.3. 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.
- 1.10.4. 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.
- 1.11. Department System Access
 - 1.11.1. In the event that the Contractor requires access to any Department computer system to complete the Work, the Contractor shall have and maintain all hardware, software, and Interfaces necessary to access the system without requiring any modification to the Department's system. The Contractor shall follow all Department policies, processes, and procedures necessary to gain access to the Department's systems.
 - 1.11.2. The Contractor shall be responsible for any costs associated with obtaining and maintaining access to systems needed to perform the Work under this solicitation, as determined by the Department. The Department will not reimburse the Contractor for any costs associated with obtaining and maintaining access to Department systems.
- 1.12. Provider Fraud
 - 1.12.1. 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.
 - 1.12.2. Upon identification or suspicion of possible Provider Fraud, the Contractor shall complete the Contractor Suspected Fraud Written Notice Form provided by the Department.
 - 1.12.2.1. For each incident of identified or suspected Provider Fraud, Contractor shall provide all of the following, at a minimum:
 - 1.12.2.1.1. Written documentation of the findings.
 - 1.12.2.1.2. Information on any verbal or written reports.
 - 1.12.2.1.3. 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.
 - 1.12.2.1.4. Information on the identification of any affected claims that have been discovered.
 - 1.12.2.1.5. Any claims data associated with its report (in a mutually agreed upon format, if possible).
 - 1.12.2.1.6. Any additional information as required by the Department.
 - 1.12.3. 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.
 - 1.12.3.1. **WORK COMPONENT:** Completed Contractor Suspected Provider Fraud Written Notice Form (Reference: part of DEL 3.6 MES Integration Platform O&M)

- 1.12.3.2. DUE: Within three Business Days following the initial discovery of the Fraud or suspected Fraud
- 1.12.4. Contractor shall revise or provide additional information related to the Contractor Suspected Fraud Written Notice Form as requested by the Department or the MFCU.
 - 1.12.4.1. WORK COMPONENT: Contractor Suspected Provider Fraud Written Notice Revisions and Additional Information (DEL MES 3.6 Integration Platform O&M)
 - 1.12.4.2. DUE: Within three Business Days following the Department's or the MFCU's request, unless the Department or MFCU provides for a different period in its request.
- 1.13. Member Fraud
 - 1.13.1. 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.
 - 1.13.2. Upon identification or suspicion of possible Member Fraud, the Contractor shall complete the Contractor Suspected Fraud Written Notice Form provided by the Department.
 - 1.13.2.1. For each incident of identified or suspected Member Fraud, Contractor shall provide all of the following, at a minimum:
 - 1.13.2.1.1. All written reports related to the suspected fraud.
 - 1.13.2.1.2. 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.
 - 1.13.2.1.3. Information on the identification of any affected claims that have been discovered.
 - 1.13.2.1.4. Any claims data associated with its report in a format agreed to by the Department.
 - 1.13.2.1.5. Any additional information as required by the Department.
 - 1.13.3. 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.
 - 1.13.3.1. WORK COMPONENT: Completed Contractor Suspected Member Fraud Written Notice Form (Reference: part of DEL 3.6 MES Integration Platform O&M)
 - 1.13.3.2. DUE: Within three Business Days following the initial discovery of the Fraud or suspected Fraud
 - 1.13.4. Contractor shall revise or provide additional information related to the Contractor Suspected Fraud Written Notice Form as requested by the Department.

- 1.13.4.1. WORK COMPONENT: Contractor Suspected Member Fraud Written Notice Revisions and Additional Information (Reference: part of DEL 3.6 MES Integration Platform O&M)
- 1.13.4.2. DUE: Within three Business Days following the Department's request, unless the Department provides for a different period in its request.

2. CONTRACTOR PERSONNEL

2.1. Personnel Availability

- 2.1.1. Contractor's Personnel assigned to the Contract and located within the United States shall be available for meetings with the Department during the Department's normal business hours, Contractor shall also make all personnel available outside of the Department's normal business hours and on weekends with reasonable prior written notice from the Department, throughout the duration of this Contract unless the Parties otherwise agree in writing.
- 2.1.2. Contractor's Key Personnel and Other Personnel shall be available for all regularly scheduled meetings between Contractor and the Department, unless the Department has granted prior written approval otherwise.
- 2.1.3. Contractor shall ensure that the Key Personnel and Other Personnel attending all meetings between the Department and Contractor have the authority to represent and commit Contractor regarding work planning, problem resolution and program development.
- 2.1.4. At the Department's direction, the Contractor shall make its Key Personnel and Other Personnel available to attend meetings as subject matter experts with stakeholders both within the State government and external private stakeholders.
- 2.1.5. All of Contractor's Key Personnel and Other Personnel that attend any meeting with the Department or other Department stakeholders shall attend by a mutually agreed upon method, which may include telephone conference, video conference, or physical presence at the location of a meeting.
- 2.1.6. 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

- 2.2.1. The Contractor shall identify and provide resumes (without Personal Data) for proposed Key Personnel who will be available to perform Work under the Contract. Any substitutions shall be approved by the Department prior to their assignment to perform Work under the Contract. Key personnel include:
 - 2.2.1.1. Project Director
 - 2.2.1.2. Project Manager/Delivery Lead
 - 2.2.1.3. Transmittal Lead/Implementation Subject Matter Expert
 - 2.2.1.4. Service Manager/Operation SME
- 2.2.2. The Contractor shall obtain Department review and approval of the Resource Management Plan and materials and any subsequent updates.

- 2.2.3. The Contractor shall adhere to the approved Resource Management plan, ensuring that key staff roles are always filled. Key staff shall not be removed or replaced by Vendor for use on other projects, without Department consent.
- 2.2.4. The Contractor shall notify the Department of all changes in Key Personnel roles via Transmittal no later than thirty (30) days prior to the planned change.
- 2.2.5. The Contractor shall Provide sufficient, qualified and appropriately trained staff to meet all requirements of the Contract.
- 2.2.6. The Contractor shall provide resumes to the Department for approval of all Key Personnel roles, for any changes to Key Personnel during the contract term. The Department reserves the right to approve/deny Key Personnel assigned to the Contract
- 2.2.7. The Contractor shall notify the Department of a vacancy in any of the listed Key Personnel positions within forty-eight (48) hours of notice.
- 2.2.8. The Contractor shall fill any vacant Key Personnel role position within sixty (60) days of the vacancy.
- 2.2.9. For vacancies that are difficult to fill or that require a unique skill set, the Contractor shall request approval from the Department for any extension and provide a plan for filling the position.
- 2.2.10. The Contractor shall provide documentation in response to a Department audit, within ten (10) business days, to confirm that all project positions are filled with staff adequate for their project role, based on the experience, skills, location, and other requirements established by the Department.
- 2.2.11. The Contractor shall provide evidence of completed background security checks for all Vendor staff prior to assignment.
- 2.2.12. The Contractor shall make specific Staff, who are not located in Denver, CO available during the Department's business hours of 8:00 a.m. to 5:00 p.m. MT for key meetings and/or special events (e.g., operational cutover) at no additional cost to the Department. Efforts will be made to communicate the specific resources required in advance of the meeting or event.
- 2.2.13. The Contractor shall receive approval from the Department for all subcontractor contracts.
- 2.2.14. The Contractor shall act as the single point of contact for the Department with the Vendor's Subcontractors for the services under the Contract.
- 2.2.15. The Contractor shall obtain Department approval for all Subcontractors engaged after award of the Contract using an agreed-upon approval process.
- 2.2.16. For staff roles that are designated to be on-site or local, they shall be located in the city of Denver, CO.
- 2.2.17. For staff roles that have access to PHI and PII and are not designated to be on-site or local, they shall be located within the United States and United States Territories.
- 2.2.18. The Key Personnel named shall, at minimum, possess the following qualifications:

- 2.2.18.1. At least five (5) years of experience in the particular named service (e.g., account management, compliance management, systems management, etc.) preferably within in the health care industry
- 2.2.18.2. Demonstrated experience and knowledge of industry standard and best practices regarding large-scale and enterprise-level projects
- 2.2.18.3. Specific practical experience in their submitted area of expertise
- 2.2.18.4. At least three (3) years of experience in performing similar services on complex systems-based modern technology or operational systems
- 2.2.18.5. Preferred experience in health care related concepts
- 2.2.19. All Key Personnel designated by the Department or the Contractor in the proposal shall be approved prior to their assignment to perform Work under the Contract. Key Personnel shall be accessible to key Department personnel at all times. Key Personnel will be evaluated yearly. The Key Personnel would be preferred, but not required, to be located in the State of Colorado.
- 2.2.20. The Contractor's project management staff are responsible for managing the enhancements as projects, following Department approved methodologies, reporting on project performance, and prioritizing enhancements according to Department priorities. Enhancements are defined as system customization and configuration requiring full SDLC methods. Transmittals are separately staffed per FAO requirements.
- 2.2.21. All Key Personnel designated by the Department or the Contractor in the proposal shall be approved prior to their assignment to perform Work under the Contract. The Department has identified a list of key job duties that are required throughout the various Project Phases over the Contract term. These job duties shall be performed by Key Personnel, but can be shared amongst Key Personnel roles (i.e., does not necessarily require separate people) where practical and allowed.
- 2.2.22. Project Management staffing
 - 2.2.22.1. The Contractor shall designate a Project Director for all phases of the contract, starting upon Contract effective date. This position's responsibilities include:
 - 2.2.22.1.1. Serve as the Contract primary point of contact to maintain communication with the Department's Contract Administrator and Department Management for activities related to contract administration, project management and scheduling, correspondence between the Department and Operations, and status reporting to the Department.
 - 2.2.22.1.2. Be primarily dedicated to this Contract without competing responsibilities that would limit the ability to perform any responsibilities under this Contract.
 - 2.2.22.2. The Contractor shall designate a Project Manager/Delivery Manager for all phases of the contract, starting upon Contract effective date. This position's responsibilities include:
 - 2.2.22.2.1. Manage the day-to-day activities of the project, be responsible for all project tasks and deliverables. This position would be responsible for the contractor

resources and ensuring that project is delivered as per the work plan and all risks are managed per the Risk Management Plan

2.2.22.2.2. Be primarily dedicated to this Contract without competing responsibilities that would limit the ability to perform any responsibilities under this Contract.

2.2.22.3. The Contractor shall designate a Change Management/Implementation Lead for all phases of the contract, starting upon Contractor effective date. This position responsibilities include:

2.2.22.3.1. Be responsible for Detail Design, Development, Configuration and Deployment. This role would serve as the focal point for all design related issues and be the bridge between the technical team and Department Users.

2.2.22.3.2. Be primarily dedicated to this Contract without competing responsibilities that would limit the ability to perform any responsibilities under this Contract.

2.2.23. Operations Staffing

2.2.23.1. The Contractor shall designate a Service Manager/Operation SME starting upon Contract effective date. This position's responsibilities include:

2.2.23.1.1. Manage activities related to Contractor resources and Deliverable reviews during the transition and ongoing operations phases.

2.2.23.1.2. Be primarily dedicated to this Contract without competing responsibilities that would limit the ability to perform any responsibilities under this Contract.

2.2.23.1.3. Manage all operations activities encompassed in the Contract; overseeing Contractor operations and maintenance staff in these areas:

2.2.23.1.3.1. EDI solution

2.2.23.1.3.2. MES Integration

2.2.23.1.4. Review operational reports and resolve operational, telecommunications and equipment maintenance problems to ensure maximum operational performance.

2.2.23.1.5. Develop operational policies and procedures, including but not limited to User Support and Help Desk functions, in collaboration with other key personnel.

2.2.24. Contractor shall not allow for any individual to fill more than one of the roles defined as Key Personnel.

2.3. Other Personnel Responsibilities

2.3.1. Contractor shall use its discretion to determine the number of Other Personnel necessary to perform the Work in accordance with the requirements of this Contract. If the Contractor determines that as a result of corrective action plan it needs additional staff to meet the requirements of this Contract, then Contractor shall provide those staff 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 (DEL 1.0 SC Subcontractor).
 - 2.3.3.2.2. DUE: The later of 30 days prior to the Subcontractor beginning work or the Effective Date.
 - 2.3.3.2.3. The Contractor shall obtain prior consent and written approval for any use of Subcontractor(s).

3. INFORMATION TECHNOLOGY RELATED REQUIREMENTS

3.1. Colorado Information Security Policy (CISP) Compliance

- 3.1.1. Contractor shall assess its compliance with the CISPs, in effect on the Effective Date, 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 (“Initial CISP Requirements”). To the best of its actual knowledge, Contractor acknowledges that the “crosswalk” set forth in the System Security Plan (as defined in Exhibit B) meets the requirements of the CISPs set forth by OIT.
- 3.1.2. 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.
- 3.1.3. 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.
- 3.1.4. The Department will encrypt all security related documents provided by Contractor in transit and at rest at all times. The parties acknowledge and agree that all security related documents, including, but not limited to, (i) the Initial CISP Attestation and all Annual CISP Attestations, (ii) any HITRUST summary, report, or communication, (iii) business continuity and/or disaster recovery document, (iv) vulnerability testing results and reports, or (v) penetration testing results and reports, will be excluded from any Colorado Open Records Acts disclosure as described in Exhibit B, Section 11.1.5
 - 3.1.4.1. DELIVERABLE: Initial CISP Attestation (DEL CISP 1.0)
 - 3.1.4.2. DUE: Within 30 Business Days after the Effective Date
- 3.1.5. Based on Contractor’s then-current actual knowledge, Contractor shall assess its compliance with the Initial CISP Requirements on an annual basis and deliver to the

State the signed CISP Attestation (“Annual CISP Requirements”). If any Annual CISP Requirements are modified and requires material changes to the Software then upon notice to Contractor, Contractor shall assess its compliance with such changed Initial CISP Requirements, and subject to a Change Request, if such material changes are implemented, those material changes not already required by NIST or other national standards and will not be included in the Contractor’s systems for any other customer, will be at the Department’s sole cost and expense.

- 3.1.5.1. DELIVERABLE: Annual CISP Attestation (DEL CISP 1.1)
 - 3.1.5.2. DUE: Annually, by June 30th of each year
 - 3.1.5.3. Contractor shall cause its Subcontractors to comply with the CISPs and to assess their compliance on at least an annual basis. If any Subcontractor’s assessment determines that the Subcontractor is not in compliance, then Contractor shall ensure that Subcontractor corrects, in a timely manner, any security vulnerabilities identified during the assessment
- 3.2. Health and Human Services HIPAA Security Rule Risk Assessments
- 3.2.1. Contractor shall deliver to the State a signed Initial HHS Attestation, on a form provided by the Department, indicating that Contractor has conducted a risk assessment of its operations related to the services provided under this Contract that satisfies the requirement of 45 CFR. §164.308(a)(1)(ii)(A) (the “HIPAA Security Rule”), and that Contractor has developed a plan to correct, in a timely manner, any vulnerabilities in administrative, technical, or physical safeguards identified during the assessment.
 - 3.2.1.1. DELIVERABLE: Initial HHS Attestation (DEL 1.0 CMS)
 - 3.2.1.2. DUE: Within 30 Business Days after the Effective Date of the Contract
 - 3.2.2. Contractor shall conduct an annual risk assessment of its operations related to the services provided under this Contract that satisfies the requirement of the HIPAA Security Rule and deliver to the State the signed Annual HHS Attestation, on a form provided by the Department.
 - 3.2.2.1. DELIVERABLE: Annual HHS Attestation (DEL 1.1 CMS)
 - 3.2.2.2. DUE DATE: Annually, by June 30th of each year
 - 3.2.3. Contractor shall cause its Subcontractors to comply with the HIPAA Security Rule and assess their compliance on at least an annual basis. If any Subcontractor’s assessment determines that the Subcontractor is not in compliance, then Contractor shall ensure that Subcontractor corrects, in a timely manner, any vulnerabilities in administrative, technical, or physical safeguards identified during the assessment.
- 3.3. Contractor shall perform background checks on all of its respective employees and agents performing services or having access to State Records provided under this Contract. A background check performed during the hiring process shall meet this requirement. Contractor shall perform a background check on any employee if the Contractor becomes aware of any reason to question the employability of an existing employee. Contractor shall require all Subcontractors to meet the standards of this requirement.

- 3.3.1. Contractor shall deliver to the State the signed Background Check Attestation, on a form provided by the Department, indicating that background checks have been completed on employees participating in operations related to this Contract.
- 3.3.1.1. DELIVERABLE: Background Check Attestation (DEL 1.0 BCA)
- 3.3.1.2. DUE: Within 30 Business Days of the Contract Effective Date

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EXHIBIT F, SAMPLE OPTION LETTER

OPTION LETTER

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

1. Options

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

2. Required Provisions

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

3. Option Effective Date

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

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

1. APPLICABILITY OF PROVISIONS.

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

2. FFATA AND UNIFORM GUIDANCE REQUIREMENTS

2.1. Definitions.

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

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

2.1.1.1.1. Awards may be in the form of:

2.1.1.1.1.1. Grants;

2.1.1.1.1.2. Contracts;

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

2.1.1.1.1.4. Loans;

2.1.1.1.1.5. Loan Guarantees;

2.1.1.1.1.6. Subsidies;

2.1.1.1.1.7. Insurance;

2.1.1.1.1.8. Food commodities;

2.1.1.1.1.9. Direct appropriations;

2.1.1.1.1.10. Assessed and voluntary contributions; and

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

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

2.1.1.1.2. Award *does not* include:

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

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

2.1.1.1.5. Any award classified for security purposes; or

- 2.1.1.1.6. 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 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 §2.6.2 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 §2.7.1.2.2 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §2.9.1 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

2.7. Subrecipient Reporting Requirements.

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

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

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

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

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

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

2.8. Procurement Standards.

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

2.8.2. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2.9. Access to Records

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

2.10. Single Audit Requirements

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

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

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

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

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

2.11. Contract Provisions for Subrecipient Contracts

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

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

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

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

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

- 2.11.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 2.11.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 2.11.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 2.11.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 2.11.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”
- 2.11.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to

laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 2.11.1.3. **Rights to Inventions Made Under a Contract or Contract.** If the Federal Award meets the definition of “funding Contract” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Contract,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.
- 2.11.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 2.11.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 2.11.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an

officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

2.12. Certifications.

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

2.13. Exemptions.

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

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

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

2.14. Event of Default.

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

3. NONDISCRIMINATION UNDER FEDERAL AND STATE AUTHORITY

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

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

3.2. The Contractor also shall comply with any and all laws and regulations prohibiting discrimination in the specific program(s) which is/are the subject of this Contract. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, the Contractor makes the following assurances, upon which the State relies.

3.2.1. The Contractor shall not discriminate against any person on the basis of race, color, ethnic or national origin, ancestry, age, sex, gender, sexual orientation, gender identity and expression, religion, creed, political beliefs, or disability, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions, in performance of Work under this Contract

3.2.2. At all times during the performance of this Contract, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor.

3.2.3. All websites and web content must meet Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards, as issued by the World Wide Web Consortium.

3.3. Procurement Provisions

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

4. FEDERAL FINANCIAL PARTICIPATION RELATED INTELLECTUAL PROPERTY OWNERSHIP

4.1. In addition to the intellectual property ownership rights specified in the Contract, the following subsections enumerate the intellectual property ownership requirements the Contractor shall meet during the term of the Contract in relation to federal financial participation under 42 CFR §433.112 and 45 CFR §95.617.

4.1.1. The Contractor shall notify the State before designing, developing, creating or installing any new data, new software or modification of a software 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.

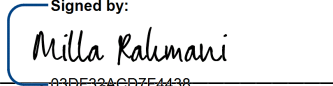
- 4.1.4.3. The Contractor shall require its employees and agents to, promptly sign and deliver any documents and take any action the State reasonably requests to establish and perfect the rights assigned to the State or its designees under these provisions.
- 4.1.4.4. The Contractor shall execute the 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, Milla Rahmani, on behalf of Edifecs, Inc. (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:  Signed by:
 Printed Name: Milla Rahmani
 Title: Chief Legal Officer
 Date: 10/16/2024 | 14:42 PDT

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EXHIBIT I, INFORMATION TECHNOLOGY PROVISIONS

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

1. PROTECTION OF SYSTEM DATA

- A. In addition to the requirements of the main body of this Contract, if Contractor or any Subcontractor is given access to State Information Technology resources or State Records by the State or its agents in connection with Contractor’s performance under the Contract, Contractor shall protect such Information Technology resources and State Records in accordance with this Exhibit. All provisions of this Exhibit that refer to Contractor shall apply equally to any Subcontractor performing work in connection with the Contract.
- B. The terms of this Exhibit shall apply to the extent that Contractor’s obligations under this Contract include the provision of Information Technology goods or services to the State. Information Technology is computer-based equipment and related services designed for the storage, manipulation, and retrieval of data, and includes, without limitation:
 - i. Any technology, equipment, or related services described in §24-37.5-102(2), C.R.S. that is owned, leased, or controlled by Contractor or operated by a third-party on behalf of Contractor;
 - 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 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 unauthorized disclosure or loss of data integrity, to a designated representative of the State's Office of Information Security ("OIS").
 - vi. Comply with the Information Security section of the Colorado Office of Information Security (OIS) policies and procedures 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 to the Contractor's security team for the purpose of evaluating physical and logical security control effectiveness.
- E. Contractor shall perform current background checks in a form reasonably acceptable to the State on all of its respective employees and agents performing services or having access to State Records provided under this Contract, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to State Records shall be deemed to be current.
- i. Upon request, Contractor shall provide notice to a designated representative for the State indicating that background checks have been performed. Such notice will inform the State of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.
 - ii. If Contractor will have access to Federal Tax Information under the Contract, Contractor shall agree to the State's requirements regarding Safeguarding Requirements for Federal Tax Information and shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

2. DATA HANDLING

- A. The State will securely deliver State Records to the Contractor, used to perform the Work. Contractor may not maintain or forward these State Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the State. Contractor

may not maintain State Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of OIS.

- B. Contractor shall not allow remote access to State Records containing PHI or PII 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 containing PHI or PII to the Security and Compliance Representative for the State. The State shall have sole discretion to grant or deny any such request.
- C. Upon request by the State made any time prior to 60 days following the termination of this Contract for any reason, whether or not the Contract is expiring or terminating, Contractor shall make available to the State a complete download file of all State data.
 - i. This download file shall be made available to the State within 10 Business Days of the State's request, shall be encrypted and appropriately secured.
 - ii. Upon the termination of Contractor's provision of data processing services, Contractor shall, as directed by the State, return all State Records provided by the State to Contractor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If any legal obligation imposed upon Contractor prevents it from returning or destroying all or part of the State Records provided by the State to Contractor, Contractor shall guarantee the confidentiality of all State Records provided by the State to Contractor and will not actively process such data anymore. Contractor shall not interrupt or obstruct the State's ability to access and retrieve State Records stored by Contractor.
- D. The State retains the right to use the established operational services to access and retrieve State Records stored on Contractor's infrastructure upon the completion of training and in compliance with the requirements of Contractor's Information Security safeguards.
- E. 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.

3. DELIVERY AND ACCEPTANCE

- A. Contractor shall provide and maintain a quality assurance system acceptable to the State for any Work or Deliverables under this Contract and shall provide to the State only such Work or Deliverables that have been inspected and found to conform to the specifications identified in this Contract and any applicable solicitation, bid, offer, or proposal from which this Contract results.
- B. Contractor's delivery of any Work or Deliverables to the State shall constitute certification that such Work or Deliverable has been determined to conform to the applicable specifications, and Contractor shall make records of such quality assurance

available to the State upon request during the term of the Contract or at any time within three years following expiration or termination of the Contract.

- C. For any Work or Deliverables other than the purchase or license of commercially available goods or software, acceptance of the Work or Deliverable shall require affirmative written communication from the State to the Contractor that such Work or Deliverable has been accepted by the State. Such communication shall be provided within a reasonable time period from the delivery of the Work or Deliverable and shall not be unreasonably delayed or withheld. Acceptance by the State shall be final, except in cases of Contractor's failure to conduct proper quality assurance, latent defects that could not reasonably have been detected upon delivery, or Contractor's gross negligence or willful misconduct.

4. WARRANTY

- A. Notwithstanding the acceptance of any Work or Deliverable, or the payment of any invoice for such Work or Deliverable, Contractor warrants that any Work or Deliverable provided by Contractor under this Contract shall be free from material defects and shall function in material accordance with the applicable specifications. Contractor warrants that any Work or Deliverable shall be, at the time of delivery, free from any harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other similar function designed to interfere with or damage the normal operation of Information Technology resources. Contractor's warranties under this section shall apply to any defects or material nonconformities discovered within 180 days following delivery of any Work or Deliverable.
- B. Upon notice during the warranty term of any defect or material nonconformity, Contractor shall submit to the State in writing within 10 business days of the notice one or more recommendations for corrective action with sufficient documentation for the State to ascertain the feasibility, risks, and impacts of each recommendation. The State's remedy for such defect or material 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. 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 of substantially equivalent capability, function, and performance.
- C. Any Work or Deliverable delivered to the State as a remedy under this section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work or Deliverable. The duration of the warranty for any replacement or corrected Work or Deliverable shall run from the date of the corrected or replacement Work or Deliverable.

5. COMPLIANCE

- A. In addition to the compliance obligations imposed by the main body of the Contract, Contractor shall comply with:
- i. All Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to §§24-37.5-401 through 406, C.R.S. and 8 CCR §1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>
 - ii. All information security and privacy obligations imposed by any 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. CMS Minimum Acceptable Risk Standards for Exchanges
- B. Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to Contractor's performance under the Contract.
- C. Contractor shall allow the State reasonable access and shall provide the State with information reasonably required to assess Contractor's compliance. Such access and information shall include:
- i. An annual SOC2 Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability, or a HITRUST CSF Certification;
- D. To the extent Contractor controls or maintains information systems used in connection with State Records, Contractor will provide OIS with the results of the most recent HITRUST CSF Certification covering Contractor's systems storing, processing or transmitting State Records.
- E. Notwithstanding anything to the contrary in the Agreement, (i) Contractor's requirement to maintain its HITRUST certification is applicable to the license software products only and with respect to State of Colorado PHI maintained or hosted in those license software products; and (ii) Requirements in this Agreement for Contractor to maintain State of Colorado's specific security controls, standards, and/or requirements are applicable only to Contractor's systems that host Colorado PHI data.
- F. 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. TRANSITION OF SERVICES

Upon request by the State prior to expiration or earlier termination of this Contract or any Services provided in this Contract, Contractor shall provide reasonable and necessary assistance to accomplish a complete transition of the Services from Contractor to the State or any replacement provider designated solely by the State without any interruption of or adverse impact on the Services. Contractor shall cooperate fully with the State or any successor provider and shall promptly take all steps required to assist in effecting a complete transition of the Services designated by the State. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services in this Contract.

7. LICENSE OR USE AUDIT RIGHTS

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

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EXHIBIT J, EDI REQUIREMENTS AND SLAS

This Exhibit comprises the General Requirements, Functional Requirements, and the agreed-upon Service Level Agreements (SLAs). It is hereby incorporated as an appendix to this contract.

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EXHIBIT K, SOFTWARE LICENSE TERMS AND CONDITIONS

1. DEFINITIONS. IN THIS AGREEMENT, THE FOLLOWING DEFINITIONS APPLY:

- 1.1. “Clearinghouse” means a third-party service provider that receives data from or sends data to the Community on behalf of a Trading Partner.
- 1.2. “Community” means a Software application set up by the State to allow Trading Partners and Clearinghouses to communicate data from and to the State.
- 1.3. “Environment” means a collection of servers on which Software is deployed in a distributed configuration, representing one unit of installation. In one environment, various services and components that comprise Software are installed across multiple servers with each server performing a particular role. This distribution is based on solution design to provide required scalability, high availability and throughput. Examples of roles are XEngine Server (“XES”) profiles, Transaction Management (“TM”) Extract, Transform and Load (“ETL”), TM Service Manager, TM Web application, TM Business Item Service. Examples of possible Environments are “Production” and “Non-Production”.
- 1.4. “External Named Users” means each of the State’s Trading Partner named users who are authorized by the State to use the Software.
- 1.5. “License Term” means collectively, the Initial Term and Extension Term.
- 1.6. “Member” for purposes of this Exhibit means any person who has or had coverage for healthcare in the State’s healthcare insurance plan (including subscribers and dependents) and for and on behalf of whom related transactions will be processed by the Software. If a Member is enrolled with two or more programs (e.g., Medicare and Medicaid), enrollment in each program is counted distinctly.
- 1.7. “SaaS Solution” means any software-as-a-service solution identified in this Contract.
- 1.8. “Selector” also known as trading partner selector is used to define the trading partner relationship to XEngine. XEngine uses Selector during data validation, conversion, and acknowledgement creation in order to determine how to handle data exchanged between the State and Trading Partner.
- 1.9. “Trading Partner” represents an entity that sends or receives electronic data with the State. An example of a Trading Partner includes an entity that is set up as either one partner record in certain Contractor Software, (such as the Trading Partner Management Module of the Transaction Management Software) or as one unique lookup in Selector. Multiple partner accounts created by or on behalf of an entity are equivalent to multiple Trading Partners. In the event a Trading Partner will have access to Software or Confidential Information, the Trading Partner must have a written agreement with the State that obligates them to protect the Intellectual Property Rights and Confidential Information of Edifecs under terms no less restrictive to those set forth in the Agreement.

2. LICENSING

- 2.1. Software License Grant. Contractor grants the State a limited, revocable, non-transferable, non-assignable, and non-exclusive license to use the Software during the License Term and

for the number, type, and scope of licenses specified in the Contract, for the State's internal business purposes, solely in the United States.

- 2.2. Ownership. The Software and Contractor Property is licensed, not sold, to the State. The State does not acquire any rights, express or implied, in the Software and Contractor Property, other than those limited license rights specified in this Agreement. Contractor and its licensors own and retain all rights, title, and interest in and to the Contractor Property. All rights not expressly granted in this Agreement are reserved by Contractor.
- 2.3. License Restrictions. The State will not (except as expressly permitted in this Agreement):
 - (a) sell, distribute, publish, license, broadcast, rent, lease, use as a service bureau, or otherwise commercially exploit the Contractor Property;
 - (b) make copies of the Contractor Property;
 - (c) create derivative works, adapt, modify, translate, reverse engineer, decompile, disassemble, or discover any source code, algorithms, file formats, or programming interfaces of the Software, (except to the extent applicable laws prohibit certain reverse engineering restrictions);
 - (d) disable any licensing or control features in the Software;
 - (e) use the Software to develop a product that is competitive with any Contractor product;
 - (f) use the Software if the State becomes or is acquired by a competitor to Contractor,
 - (g) disclose or allow use of the Software by any of Contractor' competitors;
 - (h) extract or export the standards content, HIPAA code-sets, or any other table, content, templates or database from the Software;
 - (i) separate out component parts within the Software for separate use (including but not limited to use on more than one computer, by more than one user, or for functionality outside the Software's intended use);
 - (j) remove any product identification, proprietary, copyright or other notice in the Software;
 - (k) use the Software in a manner inconsistent with the Documentation; or
 - (l) create an unauthorized internet link to access the Software or "frame" or "mirror" the Software on any other server or wireless or Internet-based device.

3. ADDITIONAL LICENSE TERMS

- 3.1. Software Support. Annual Software license fees include standard Service Desk Hours (8:00am – 5:00pm PT, Monday – Friday, excluding holidays), as set out in the Edifecs Hosting Service Levels current at the time of this Contract.
- 3.2. Annual SaaS Solution license fees include standard Technical Support and Maintenance Services as set out in Contractor's TSM Plan current at the time of this Contract.
- 3.3. The State's access to the SaaS Solution will be provided through internet-based VPN.
- 3.4. Software license fees do not include implementation costs or other Professional Services, which if applicable will be set forth in Exhibit C of this Contract.
- 3.5. Services may be provided by Contractor resources in the United States and other global delivery centers; provided however, no Protected Health Information ("PHI") will be transferred, viewed, accessed or stored outside of the United States. Please note: As it relates to system errors or processing failures outside of normal support hours: If access to customer data/PHI by offshore Contractor associates is restricted, only incident triage and system restoration activity which does not require access to customer data/PHI will be initiated by the offshore Contractor team. If incident triage and restoration requires access to customer data/PHI, that activity will be initiated by the US operations team during normal support hours.

- 3.6. The SaaS Solution is comprised of multiple, associated solutions and/or product components. To the extent any associated solutions and/or product components are provided with the SaaS Solution but not separately licensed to the State, such associated solutions and/or product components may be used only on a limited basis and only in conjunction with the SaaS Solution. Any use of such associated solutions and/or product components outside of the SaaS Solution is strictly prohibited.
- 3.7. The On-Premise Licensed Software instance is comprised of multiple, associated solutions and/or product components. To the extent any associated solutions and/or product components are provided with the On-Premise Licensed Software but not separately licensed to the State, such associated solutions and/or product components may be used only on a limited basis and only in conjunction with the On-Premise Licensed Software that is licensed to the State. Any use of such associated solutions and/or product components outside of the On-Premise Licensed Software is strictly prohibited.
- 3.8. The State may install SpecBuilder on one desktop machine only for each Named User license.
- 3.9. “Named User” means an individual employee of the State identified by name who has been assigned the right to access the Software using a specific Named User license.
- 3.10. Use of Software licensed by Named User is restricted to the number of Named Users set forth herein (or any future order, schedule or amendment for the license of software and may not be shared among individual users regardless of whether they share a computer). A Named User license may be transferred from one individual to another only if the individual to whom the license is assigned (i) is terminated, (ii) moves into a new job function that no longer requires use of, or access to, the Software, regardless of whether the individual changes job title or position number or (iii) is subject to a condition approved by Contractor. The State may allow its contractors to use a Named User license as if the contractors were State employees provided: (a) the State provides prior written notice to Contractor of such wish to have contractors use a Named User license; (b) prior to such contractors’ first use of the Software, enter into Contractor’s then-current standard End User License Agreement (EULA); and (c) contractor only uses the Software for the State’s internal business purposes.
- 3.11. The Contractor shall maintain and support industry changes on behalf of the customer across transactions and code set industry publications. Code set updates are released every 30 days, and new versions of standards are released within 90-180 days of the final publication. The following describes the different types of product releases and their purpose. All releases are coordinated with the Department in advance while minimizing impacts to production schedules and project timelines. All of the below mentioned product releases will be approved by the Department and updated at no additional cost to the Department.
- 3.12. Major Feature Release: There is typically one major feature release per product every 12-24 months. A major release includes significant new functionality and may include architectural changes.

- 3.13. **Minor Feature Release:** There are typically one or two minor releases scheduled between major releases. Minor releases include new features and enhancements based on the existing architecture.
- 3.14. **Service Packs:** There are typically one or two service packs scheduled between major and/or minor releases. Service packs include bug fixes, enhancements to existing functionality, and cumulative patches.
- 3.15. **Patch Release:** Specific client patches on a needed basis.
- 3.16. **Code Set Release:** Updated transaction code sets, including medical code sets that are applicable to the EDI solution in scope, are provided monthly to ensure full and ongoing compliance by our customer with all transaction standards. Code set releases are cumulative, so it is not necessary to install all releases, and the decision to install them is left to the customers' discretion.
- 3.17. **Standards Release:** Updates to applicable third-party standards that are in scope to the EDI solution such as HIPAA and implementation of transactions within those Standards will be released at the discretion of Contractor's Product Management, based on industry demand, lead-time of publication, and implementation deadlines. Contractor will make every effort to release updates well in advance of published deadlines. Individual standards can be installed or updated as needed, and are independent of other products, subject to minimum version requirements. Any major version upgrades of Standards (for example, 5010 to 6020 or 7030) will be done through a separate work order or Change Control Process.

4. CUSTOMER RESPONSIBILITIES

- 4.1. **State Technology.** The State is responsible for obtaining, installing, and maintaining all hardware, software, and internet connections required to use the Software and Services. The State grants Contractor the right, and will obtain any third-party rights, necessary for Contractor to integrate the Software with the State's systems. The State is solely responsible for (a) adequate protection and backup of its data used in connection with the Software; (b) the security of its systems; (c) any access to and use of the Software via its users' accounts; (d) securing, protecting and maintaining the confidentiality of the State's account usernames and passwords; (e) the accuracy, quality, integrity (including lawful use), legality, reliability, and appropriateness of all State Records; (f) its use of the Results and any decisions based on the Results; and (g) compliance with all applicable local, state, and federal laws in using the Software or Services.
- 4.2. **Use of State Records.** The State grants Contractor a perpetual, non-exclusive, royalty-free license to use, copy, store, transmit, modify, distribute, create derivative work, and display the State Records in order to provide the Software and Services, including to provide, improve, and operate the Software and Services. The State has all rights, title, licenses, and authorizations to any third-party data, including personally identifiable information or personal health information as defined under HIPAA, required to provide the data to Contractor and make the grant of rights to Contractor contained in this Contract. In accordance with the Colorado Constitution, Article XI, Section 2, the State is not donating or granting the use of State Records for any purpose outside of providing the Software and Services, and Contractor may not use any State Records to generate revenue outside of payments for the Work described in this Contract.

- 4.3. Use of Aggregate Data. Contractor may use aggregated data derived from use of the Software, including State Records as necessary for fulfilling Contractor obligations under this Agreement and for Contractor internal business purposes, including without limitation, statistical analysis, benchmarking, developing, and improving the Software, and creating and distributing reports and other materials.
- 4.4. Compliance. The State is not outsourcing to Contractor, and Contractor is not responsible for, any of the State's revenue cycle, billing, claims, claim submission, data retention, electronic health records, or other compliance functions. The State will comply with all healthcare, security, and privacy laws, and all other applicable laws and regulations including implementing a Medicare compliance program pursuant to Medicare laws. The State shall perform its own quality assurance and testing on any Results provided by Contractor and maintain its own compliance department to ensure that it uses the Results in compliance with healthcare laws, including where Contractor's Software or Services identifies suggested code deletions or downcodes. Contractor does not perform a compliance program or function for the State and the State retains full authority and responsibility to integrate Contractor's Software, Results and Services hereunder into the State's compliance operations. The State, and not Contractor, is the owner of all Data, Records, and Results; (ii) the State shall retain all such Data, Records, Results and materials for the period required by Medicare laws, and to the extent necessary, shall provide Contractor reasonable access to such Data, Records, Results and materials; and (iii) Contractor shall have no obligation to retain such information. Contractor is not responsible for re-running or reproducing Records or Results. The State is solely responsible for maintaining any records necessary to support any third-party, governmental, or regulatory audit obligations. Contractor neither creates nor retains Designated Record Sets as defined by HIPAA.
- 4.5. Security. The State will not: (a) breach or attempt to breach the security of the Software or any network, servers, data, computers or other hardware relating to or used in connection with the Software, or any third-party that is hosting or interfacing with Contractor; or (b) use or distribute through the Software any software, files or other tools or devices designed to interfere with or compromise the privacy, security, or use of the Software or the operations or assets of any other customer of Contractor or any third party. The State will comply with the user authentication requirements for use of the Software. The State is solely responsible for monitoring its end user access to and use of the Software. Contractor has no obligation to verify the identity of any person who gains access to the Software by means of an access ID. Any failure by any end user to comply with this agreement shall be deemed to be a material breach by the State, and Contractor shall not be liable for any damages incurred by the State or any third-party resulting from such breach. The State must immediately take all necessary steps, including providing notice to Contractor, to effect the termination of an access ID for any end user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred.
- 4.6. Acceptable Use. The State acknowledges and agrees that Contractor does not monitor or police the content of communications or data of the State and/or its authorized end user transmitted through the Software, and that Contractor shall not be responsible for the content of any such communications or transmissions. The State shall use the Software exclusively for authorized and legal purposes, consistent with all applicable laws and

regulations, and as defined in the Documentation or the Contract. The State is solely responsible for making sure that the disclosure and use of data, content, and information provided to Contractor and/or transmitted by, through, or from the Software does not violate any applicable law or infringe upon the intellectual property rights of any third-party. The State is solely responsible for making sure it has obtained permissions or authorizations to permit Contractor to perform its obligations hereunder (for example, obtained third-party consent or authorization for the transmittal of any personal data that may be embedded in the data, content, and information processed through the Software). The State shall not: (i) reverse engineer, decompile, probe, scan, or attempt to discover any source code or underlying ideas or algorithms utilized in the Software; (ii) send or store infringing, unlawful, defamatory or libelous material; (iii) remove the copyright, trademark, or any other proprietary rights or notices included within the Software, or on and in the Documentation; (iv) copy, download, scrape, store, publish, transmit, transfer, distribute, broadcast, circulate, sub-license, bundle with other products, sell or otherwise use any portion of the Software, in any form or by any means, except as expressly permitted by the Contract; or (v) engage in any activity that could reasonably be expected to interfere with or disrupt the Software (e.g., an activity that causes Contractor to be blacklisted by any internet service provider). Contractor may remove any violating content posted or transmitted through the Software, without notice to the State. Contractor may suspend or terminate any end user's access to the Software upon notice in the event that Contractor reasonably determines that such user has violated the terms and conditions of this Exhibit

5. ADDITIONAL THIRD-PARTY LICENSE TERMS

- 5.1. For the purposes of this Section 5, "Edifecs" means Contractor and "Customer" means the Department.
- 5.2. Third Parties. Any third-party software or content included in the software (such as code sets and standards including but not limited to content from the American Medical Association) is governed by this Contract and the following license terms, as applicable. Any third-party licensor of that material will be a direct and intended third-party beneficiary of this Contract. These terms may be updated by Edifecs providing notice of the new terms to Customer.
- 5.3. If the Software includes CPT content ("CPT Editorial Content") licensed from the American Medical Association ("AMA"), then the following additional terms apply:
 - 5.3.1 CPT Editorial Content is copyrighted by the American Medical Association and CPT is a registered trademark of the AMA.
 - 5.3.2 Edifecs, as a party to a license agreement with the AMA, is authorized to grant Customer a limited, non-exclusive, non-transferable, non-sublicensable license for Customer to use CPT Editorial Content in the Software, for the sole purpose of internal use by Customer within the United States. Upon termination or expiration of the agreement between Edifecs and AMA, Edifecs shall notify Customer. Customer shall continue to have the right to use CPT Editorial Content in the Software for the remainder of the year of the then-current annual release (e.g., through the end of the applicable calendar year) ("Customer Tail Period"). Customer's continued use of the CPT Editorial Content during the Customer Tail Period is subject to Customer's continued compliance with all its obligations under

this Contract. Upon the expiration of the Customer Tail Period, the sublicense granted under these terms shall automatically terminate.

- 5.3.3 The provision of updated CPT Editorial Content in the Software is dependent on a continuing contractual relationship between Edifecs and the AMA under substantially the same terms. The failure of Edifecs and the AMA to enter into such an agreement does not relieve Edifecs of any obligations under this Contract or count as a waiver of those obligations.
- 5.3.4 Customer is prohibited from making CPT Editorial Content publicly available, creating derivative works (including translating), transferring, selling, leasing, licensing, or otherwise making the Software available to any unauthorized party, or a copy or portion of CPT Editorial Content to any unauthorized party, including a subsidiary, affiliate, or other legal entity, however designated, for any purpose whatsoever except as expressly permitted in this Contract.
- 5.3.5 Customer expressly acknowledges and agrees to the extent permitted by applicable law, use of the CPT Editorial Content is at Customer's sole risk and the CPT Editorial Content is provided "as is" without warranty of any kind. The AMA does not directly or indirectly practice medicine or dispense medical services. Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The CPT Editorial Content does not replace the AMA's Current Procedural Terminology book or other appropriate coding authority. The coding information contained in the CPT Editorial Content should be used only as a guide.
- 5.3.6 Customer consents to the release of any information provided by Customer under this Contract to the AMA. Customer further agrees to provide, without delay, additional information that the AMA (as a third-party beneficiary) may reasonably request, to verify the information including any information required under the audit provision of the Contract, the address of Customer and names of any parent organizations. Nothing herein shall require Customer to submit or release information that would cause Customer to be in violation of applicable federal or state privacy laws.
- 5.3.7 U.S. Government Customers. CPT is commercial technical data, which was developed exclusively at private expense by the American Medical Association (AMA), 330 North Wabash Avenue, Chicago, Illinois 60611. This agreement does not grant the Federal Government a direct license to use CPT based on FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items).
- 5.3.8 Customer must ensure that anyone with authorized access to the Software will comply with the provisions of this Contract.
- 5.3.9 Customer expressly consents to the release of its name to the AMA.
- 5.4 If the Software includes the Official UB-04 Data Specifications Manual and UB-04 code lists licensed from Health Forum, LLC, a wholly-owned subsidiary of the American Hospital Association ("AHA"), then the following additional term applies:

- 5.4.1 Customer agrees not to contest or challenge (except in the case of a party rightfully claiming ownership) Health Forum's and its Affiliates' rights with respect to the Official UB-04 Data Specifications Manual and UB-04 code lists.

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Requirement ID	Requirement
GEN.1 Regulatory Compliance: Compliance with federal (CMS, HIPAA, CFR, MITA), State, and industry rules, laws and standards.	
GEN.1-1	Maintain an infrastructure to ensure the System meets federal and State regulatory requirements, which also includes the architectural, technical, security and privacy requirements.
GEN.1-2	Document and demonstrate at least annually that the System meets federal and State regulatory requirements.
GEN.2 Security and Privacy - Safeguarding data and protection of member identity.	
GEN.2-1	<p>The Contractor shall maintain responsibility to provide detailed security and privacy control implementation and status information for the following control families:</p> <ul style="list-style-type: none"> Access Control Awareness and Training Audit and Accountability Assessment, Authorization, and Monitoring Configuration Management Contingency Planning Identification and Authentication Incident Response Maintenance Media Protection Physical and Environmental Protection Planning Program Management Personnel Security PII Processing and Transparency Risk Assessment System and Services Acquisition System and Communications Protection System and Information Integrity Supply Chain Risk Management
GEN.2-2	The Contractor shall maintain core EDI capabilities so any user designated by the Department has a secure, role-based, single-sign-on user access.
GEN.2-3	The Contractor shall apply all security patches to any operating system and software in a timely manner in accordance with an organizational assessment of risk.
GEN.2-4	The Contractor shall maintain core EDI capabilities so a user administration module allows authorized System users to securely assign access to System functions.
GEN.2-5	The Contractor shall maintain core EDI capabilities to provide a module for authorized System users to edit, create, and implement role-based and group-based security at the individual data field for all authorized users.
GEN.2-6	The Contractor shall maintain core EDI capabilities to provide privacy/litigation controls to indicate who has access to provider data contained within provider/member records.
GEN.2-7	Maintain or improve EDI capabilities so authorized System users can view, in real time, screens and information being viewed by other System users.
GEN.3 Audit Trail - The auditing of system/user actions, including tracking, reporting, and maintenance of an audit trail for provider, claims, and reference data.	
GEN.3-1	The Contractor shall maintain an audit trail of all actions performed within the scope of the EDI Module.
GEN.3-2	The Contractor shall maintain core EDI capabilities to track all users accessing the System and maintain records of the information the user viewed.
GEN.3-3	Request vendor to offer solution for audit capabilities so the entire audit trail of screens accessed and the user who accessed them is available.
GEN.3-4	Request vendor to offer solution for audit capabilities so all changes and actions made to System fields are recorded and the user who made the updates is available and an audit trail is maintained.
GEN.4 Data Retention - Length of time the Contractor must maintain and make data available in real time vs. archived.	
GEN.4-1	The Contractor shall maintain core EDI capabilities to support management reports and analysis in accordance with an approved Operations Procedures Plan.
GEN.4-2	The Contractor shall maintain responsibility to keep all records involving matters of litigation for the agreed-upon time period.
GEN.4-3	The Contractor shall maintain core EDI capabilities to ensure data maintained by the System is correctly and routinely purged, archived, and protected from destruction according to procedures defined in the approved Operations Procedures Plan.
GEN.4-4	The Contractor shall maintain the core EDI so it can retain and archive media as specified in the Operations Procedures Plan.
GEN.4-5	The Contractor shall maintain core EDI capabilities so it provides online access to documents and files for a configurable time parameter, as defined in the approved Operations Procedures Plan.
GEN.5 Data Management: The management, security, configuration, integrity, validity, naming, structure, and accessibility/availability of data within the system.	
GEN.5-1	The Contractor shall maintain core EDI capabilities for secure and reliable data exchanges across all internal and external systems.
GEN.5-2	The Contractor shall maintain core EDI capabilities to accommodate data changes for State, federal, and administrative and clinical data structures/elements.
GEN.5-3	The Contractor shall maintain core EDI capabilities to provide access to business processes for all authorized System users and business partners.
GEN.5-4	The Contractor shall maintain core EDI capabilities to provide the ability to view the data dictionary information online for any System field while viewing the actual data in the System.
GEN.5-5	The Contractor shall provide and maintain documentation for all structured data in the System (the database).
GEN.5-6	The Contractor shall maintain core EDI capabilities for role-based authorized System user profiles to allow direct data entry into the System.
GEN.5-7	<p>Maintain or improve core EDI and any supporting services so data management operations and practices:</p> <ul style="list-style-type: none"> - Meet HIPAA, HITECH, ARRA and other federal and State privacy and security requirements as they currently exist and be Configurable to assist in meeting future requirements. - Ensure security, accuracy, and timeliness of data interfaces. - Incorporate electronic and digital signatures that comply with HIPAA and State law.
GEN.5-8	<p>Maintain or improve responsibility for 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 Authenticity – validation of transactions. - Data Security – encryption and Department approved security protocols and processes. - Non-repudiation of Data – parties to a transaction cannot deny their participation in the transaction
GEN.5-9	Maintain or improve the EDI capability to allow viewing of raw interface files for up to one hundred and twenty (120) calendar days.
GEN.5-10	Maintain or improve the responsibility to archive raw interface files after one hundred and twenty (120) calendar days and maintain for up to six months.

Requirement ID	Requirement
GEN.5-11	The Contractor shall maintain core EDI capabilities to generate a summary of historical file transfers.
GEN.5-12	Maintain or improve the production of all required reports in a timely fashion to meet the report's delivery timeline, using current and accurate data.
GEN.6 System Performance: Ensuring the availability of the system and minimizing unscheduled downtime.	
GEN.6-1	The Contractor shall maintain core EDI capabilities to support use of tools that deliver asynchronous communication, and timely alerts and notifications.
GEN.7 Interface Establishment and Maintenance: The sending/receiving, storage, transformation, and interoperability of data between the core EDI and all interfacing systems necessary for the operation of the system.	
GEN.7-1	The Contractor shall maintain responsibility for interfacing with all third parties and vendors that the Department passes data to and receives data from.
GEN.7-2	The Contractor shall collaborate with the Department and other interface contractors to provide technical assistance to establish and support interfaces with the System.
GEN.7-3	<p>The Contractor shall maintain or improve core EDI data layout documentation, data dictionary, data mapping crosswalk, inbound/outbound capability, and frequency for all interfaces. Data dictionary shall be developed using industry best practices identified and cited by the Contractor and approved by the Department. At a minimum, the data dictionary shall contain for each field:</p> <ul style="list-style-type: none"> • Human readable/"plain English" field name. • A field description. • Database field name. • Database table. • Field Type and length. • Codes associated with the field. • Descriptions of each code. • Original field source (e.g., CBMS, 837, practitioner claim).

EXHIBIT J, EDI REQUIREMENTS AND SLAS

Requirement ID	QMP (Y/N)	Final Requirement
SLA.10-1	N	The alternative site or sites described in an approved Business Continuity and Disaster Recovery Plan are fully operational within five (5) Business Days of the primary business location becoming unsafe or inoperable during the month unless event occurs during the month that results in the need for the Contractor to move to the alternative site or sites during the month.
SLA.10-2	N	The Contractor shall provide and submit for Department approval, the results of Business Continuity and Disaster Recovery testing annually.
SLA.10-3	N	The Contractor shall provide documentation for investigations, evaluation, public records requests, and subpoenas no later than the date provided within the formal request. This time period shall begin on the first Business Day following the day the Department notifies the Contractor of the formal request. The response date shall be the date the official response is sent to the Department by the Contractor.
SLA.10-4	N	The Contractor shall inform Department that security patches for the Windows operating system are available within twenty-four (24) hours of receipt of the patches. Contractor will coordinate with the Department for deployment.
SLA.10-5	N	The Contractor shall adhere to the following communication timeframes, according to urgency level as documented in the Communications Management Plan: - Respond to routine communications within twenty-four (24) hours (business day) - Respond to semi-urgent communications within six (6) hours - Respond to urgent communications within one (1) hour
SLA.10-6	N	The Contractor shall deliver agendas and status reports for status meetings 24 hours prior to the meeting.
SLA.10-7	N	The Contractor shall deliver meeting minutes for weekly status meetings no later than COB on the third business day following the meeting.
SLA.10-8	N	The Contractor shall provide operations support from 8:00 a.m. to 5:00 p.m. Mountain Time, on all State business days, Monday through Friday during the month with the exception of days the Department is closed due to weather, Department-approved and pre-scheduled training sessions, and agreed holidays.
SLA.10-9	N	The Contractor shall deliver Monthly Contract Management Plan reports to the Department within seven (7) business days following the close of the month.
SLA.10-10	N	The Contractor shall support the current version and two prior versions of these major web browsers: Edge, Safari, Google Chrome, Firefox.
SLA.10-11	N	The Contractor shall fill all vacancies within sixty (60) business days for turnover in Key Personnel and staff.
SLA.10-12	N	Department will approve each update or revision of the Resource Management Plan. Note that the Department's approval of any resource plan does not imply that the staffing levels are sufficient; the Contractor may still have to increase staffing if they are not meeting the Contract requirements.
SLA.10-13	N	The Contractor shall increase staffing levels if requirements or standards are not being met at no additional cost to the Department, so long as the cause of the failure to meet the requirements and standards is not the result of the Department increasing the scope beyond what is included in this Contract, as amended.

EXHIBIT J, EDI REQUIREMENTS AND SLAS

Requirement ID	QMP (Y/N)	Final Requirement
SLA.10-14	N	The Contractor shall submit all subcontractor contracts to the Department for approval no later than thirty (30) business days of the planned start date for the subcontractor.
SLA.10-15	Y	All unscheduled System downtime shall be reported to the Department within thirty (30) minutes of when the incident begins. This is excluding the Downtime Exception.
SLA.10-16	N	The Contractor shall close all transmittals within five (5) Business Days of receipt of final criteria, except for transmittals that require mass reprocessing. If a transmittal requires a mass reprocessing, the transmittal must be closed within eight (8) Business days of receipt. The Contractor may request an extension onto the due date on any complex transmittal or where other circumstances create a delay in processing. The Department may grant the Contractor an extension of the due date on any transmittal.
SLA.10-17	N	The Contractor shall meet all annual training requirements as defined in an approved Training Plan.
SLA.10-18	N	The Contractor shall update training materials and provide training when system changes are made. Contractor shall submit training materials for Department review and approval at least one week prior to training. The Contractor shall communicate with MES vendors and the Department when system changes occur and documentation is updated.
SLA.10-19	N	The Contractor shall process and validate 99.9% or greater of all transactions.
SLA.10-20	N	The Contractor shall perform in scope translations from source format into target format with 99.9% accuracy of the HIPAA-compliant transaction, as long as data is valid, clean, and transformable. The Contractor shall provide error and exception reports and notifications.
SLA.10-21	Y	The Contractor shall ensure that the Production Environment is available 24 hours per day and 7 days per week, with a monthly availability of 99.5% uptime, excluding Department-approved planned downtime and Standard Downtime Exceptions.
SLA.10-22	Y	The Contractor shall ensure that all Provider facing test environments are available 24 hours per day and 7 days per week, with a monthly availability of 99.5% uptime, excluding Department-approved planned downtime and standard Downtime Exceptions.
SLA.10-23	Y	The Contractor shall respond to Priority 1 incidents as defined in Exhibit D within average 60 minutes during business hours and within 2 hours outside of business hours, with resolution within 4 working hours or 8 hours outside of working hours or a workaround is provided to mitigate the business impact immediately within the same timeframes, with a resolution path for the issue. The Contractor shall target a 4 hour resolution (regardless of whether the issue occurs within or outside of working hours) and send status updates every 4 hours if the incident is not resolved within the targeted 4 hours. Root cause analysis shall be provided by Contractor for each incident within 48 hours. This is applicable to Production incidents (Production environment, post Go Live) for issues that do not result in downtime (which are covered in a separate SLA) but Contractor shall still meet the response time and root cause analysis requirements of this SLA for those issues.

EXHIBIT J, EDI REQUIREMENTS AND SLAS

Requirement ID	QMP (Y/N)	Final Requirement
SLA.10-24	N	The Contractor shall respond to Priority 2 incidents as defined in Exhibit D within 2 hours, with resolution within 24 hours or a workaround is provided to mitigate the business impact immediately, with a resolution path for the issue. Root cause analysis shall be provided by Contractor for each incident within 72 hours. This is applicable to Production incidents (Production environment, post Go Live).
SLA.10-25	N	The Contractor shall respond to Priority 3 incidents as defined in Exhibit D within 1 business day, with resolution with next Maintenance Release. Root cause analysis shall be provided by Contractor for each incident within 72 hours. This is applicable to Production incidents (Production environment, post Go Live).
SLA.10-26	N	The Contractor shall respond to SME Consulting requests within 4 hours; estimate for resolution within 2 business days after requirements are finalized.
SLA.10-27	N	The Contractor shall respond to Priority 1 Ongoing Development Support within 2 hours; estimate for resolution within 1 business day after requirements are finalized.
SLA.10-28	N	The Contractor shall respond to Priority 2 Ongoing Development Support within 4 hours; estimate for resolution within 2 business days after requirements are finalized.
SLA.10-29	N	The Contractor shall respond to Priority 3 Ongoing Development Support within 1 business day; estimate for resolution within 5 business days after requirements are finalized.
SLA.10-30	Y	The Contractor shall respond to Business User and Operations Support Requests within 4 hours; estimate for resolution within 2 business days after requirements are finalized.
SLA.10-31	Y	The Contractor shall ensure the user interface has an average response time of 4 seconds or less.
SLA.10-32	Y	The Contractor's Batch server response time for up to 10MB on average will be within 45 minutes, and for over 10MB will be within
SLA.10-33	Y	The Contractor shall respond to all Tier II inquiries within one business day of receipt of the ticket. The Contractor shall resolve the Tier II inquiry within three business days 90% of the time, measured monthly as defined in the Provider Inquiry Escalation Plan. Should a ticket involve an item that needs an update to solution or product, the ticket can be marked resolved with appropriate details and change control process will be followed.

EXHIBIT J, EDI REQUIREMENTS AND SLAS

Requirement ID	Requirement
FUN.1	<p>The Contractor shall comply with all HIPAA and CMS standards including but not limited to: 270/271, 276/277, 275, 278, 820, 834, 835, 837D, 837P, 837I, acknowledgments transactions 999, 824, and 277CA with full rules for WEDI-SNIP Types 1-6, and the ability to support SNIP Type 7 edits (the Department-specific business rules).</p> <ul style="list-style-type: none"> a. Health Care Claim Payment/Advice ASC X12N 835 (005010X221A1) b. Health Care Claim Status Request ASC X12N 276 (005010X212) c. Health Care Claim Status Response ASC X12N 277 (005010X212) d. Health Care Claim: Dental ASC X12N 837D (005010X224A2) e. Health Care Claim: Institutional ASC X12N 837I (005010X223A2) f. Health Care Claim: Professional ASC X12N 837P (005010X222A1) g. Health Care Eligibility Benefit Inquiry ASC X12N 270 (005010X279A1) h. Health Care Eligibility Benefit Response ASC X12N 271 (005010X279A1) i. Health Care Services Review - Notification and Acknowledgement of Inpatient Admission ASC X12N (005010X216) j. Health Care Services Review - Request for Review and Response ASC X12N 278 (005010X217)
FUN.2	<p>The Contractor shall participate in the National Medicaid EDI HIPAA Workgroup (NMEH), other national organizations, and maintain and initiate contact and communication with entities that are compliant with current and new mandates, rules and regulations as required by CMS and legislation. Including but not limited to CMS, HL7, FHIR, CARIN/CMS Blue Button, WEDI, CAQH, and HIMSS as appropriate and agreed upon by both Contractor and the Department. The Contractor shall provide updates and recommendations to the Department every 6 months or as requested by the Department.</p>
FUN.3	<p>The Contractor shall accept and process in-scope X12 transactions with WEDI-SNIP rules for levels 1-6 with the ability to support SNIP level 7 edits.</p>
FUN.4	<p>The Contractor shall validate SNIP level edits and incorporate code set rules within the HIPAA validation process for in-scope transactions. Submitted codes shall be verified as part of the external code sets such as ICD-10, CPT, HCPCS, ICD-10 procedure codes, revenue codes, modifiers, and NDC.</p>
FUN.5	<p>The Contractor shall work with the other MES vendor(s) and the Department to update and test new code sets.</p>
FUN.6	<p>The Contractor shall provide and support a CAQH CORE-compliant EDI solution that implements the complete transaction and code set to accept and process NCPDP and all X12 HIPAA transactions. The Contractor shall provide documentation on CAQH CORE-compliant transactions.</p>
FUN.7	<p>The Contractor shall update and test transaction code sets, including Medical Code Sets monthly to provide full and ongoing compliance with all transaction standards.</p>
FUN.8	<p>The Contractor shall provide an integrated EDI SaaS solution that addresses all CMS requirements as per Section 12 in Exhibit B.</p>
FUN.9	<p>The Contractor shall provide and validate internal code sets, medical and non-medical code sets included in the HIPAA X12 TR3 specifications and NCPDP, not limited to ICD-10, CPT, HCPCS, ICD-10 procedure codes, revenue codes, modifiers, and NDC.</p>
FUN.10	<p>The Contractor during DDI and O&M shall support the Department or its designee, and provide two testing and one production environments, data, and technical support. The Contractor will provide testing support to cover all Department (or Department's designee) driven testing for up to 20 weeks across all transactions as defined in the approved project plan, unless there is a delay that is caused by the Contractor, or Contractor defect. If fixing defects identified during the testing timelines takes longer than the allocated testing window, the Contractor will support such resolutions and the defect retesting effort within the available testing support estimates, even if it is beyond the 20 week timeframe.</p>
FUN.11	<p>The Contractor shall work proactively with the Department's designated testing resources and provide sample system and functional use cases to assist the Department's testing efforts.</p>
FUN.12	<p>The Contractor shall use the same Submitter ID used in the current system.</p>
FUN.13	<p>The Contractor shall provide and be responsible for Tier II support inquiries that are not able to be answered by the Provider Call Center.</p>
FUN.14	<p>The Contractor shall collaborate with the Provider Call Center Contractor to provide a solution to the Submitter and other stakeholder's inquiries as Tier II support.</p>

EXHIBIT J, EDI REQUIREMENTS AND SLAS

Requirement ID	Requirement
FUN.15	The Contractor shall utilize and maintain the Department defined tool to log, update, and close issues assigned to EDI related to Submitter inquiries.
FUN.16	The Contractor shall provide a resource for Submitter inquiry issues assigned to EDI pertaining to contractor's solution and track to closure.
FUN.17	The Contractor shall communicate directly with the Department or Submitter for Tier II EDI support.
FUN.18	The Contractor shall utilize the Department defined tool for centralized support for ticketing, triaging, and alerting the required resources for tracking, visibility and reporting.
FUN.19	The Contractor shall supply ongoing customer service support and work with all MES vendors in coordination with the Provider Call Center to answer questions relating to EDI specific incidents and inquiries.
FUN.20	The Contractor shall request EDI support SMEs have access to the Department defined tool for escalated support from the Provider Call Center vendor.
FUN.21	The Contractor shall provide ongoing guidance and monthly ongoing knowledge transfer sessions and enablement sessions, how to videos, and demos, before and after implementation to the Department including but not limited to the Companion Guides and system solution tools such as CollabT and Transaction Management, with the help of standard and accessible product training materials, in accordance-with Exhibit B, Statement of Work.
FUN.22	The Contractor shall provide ongoing guidance and monthly ongoing knowledge transfer sessions and enablement sessions, how to videos, and demos, before and after implementation to the Provider Call Center and other applicable MES vendors including but not limited to the Companion Guides and system solution tools such as CollabT and Transaction Management, with the help of standard and accessible product training materials, in accordance with Exhibit B, Statement of Work.
FUN.23	The Contractor shall provide ongoing guidance and monthly ongoing knowledge transfer sessions and enablement sessions, how to videos, and demos, before and after implementation to the Submitters including but not limited to the submission guides and system solution tools such as CollabT, with the help of standard and accessible product training materials, in accordance-with Exhibit B, Statement of Work.
FUN.24	The Contractor shall keep files transmitted to and from the Submitters based on the retention policy defined by the Department.
FUN.25	The Contractor shall monitor the health of the environment based on key capacity indicators and initiate infrastructure changes to support growth.
FUN.26	The Contractor shall apply necessary software patches in accordance with the timeline and severity/risk rating determined by each software vendor.
FUN.27	The Contractor's BizOps team shall maintain regular communications with the Contractor's SaaS support team, the Edifecs Products and Engineering teams and if there is an issue will report to the Department. The Contractor shall provide the Department with daily updates until the issue is resolved.
FUN.28	The Contractor shall track and monitor daily flow of inbound/outbound data files and the underlying scheduled processing events to ensure completion.
FUN.29	The Contractor shall update and maintain the Department's Companion Guides and have the Department approval within 7 business days before implementation.
FUN.30	The Contractor shall provide ongoing support, up to 1,440 hours, of support per year for ongoing development, enhancements and changes that require design, development and testing support delivered.
FUN.31	The Contractor shall provide Subject Matter Expert (SME) Consulting between 8:00 a.m. and 6:00 p.m. Mountain Standard Time which shall include, but not limited to, business analysis and consulting, working closely with the Department to understand errors, opportunities for improvement and recommendations delivered.
FUN.32	The Contractor shall provide business user and operations support which shall include data related queries, analysis and ad hoc reporting to support business operations, ongoing enablement, training, demos, and knowledge transfer delivered.
FUN.33	The Contractor shall utilize a dedicated mailbox to notify the BizOps team members of any query, support request, or incident. The Contractor shall provide the Department with monthly performance reports.
FUN.34	The Contractor shall provide the Department access to the EDI Solution data store to support, retrieve, research, and report data based on the Department's requirements.

EXHIBIT J, EDI REQUIREMENTS AND SLAS

Requirement ID	Requirement
FUN.35	The Contractor shall improve their applications and hosting services in order to continually pass security audits and remain vigilant with the probability of an escalated threat associated with the management of PHI whether at rest or in motion.
FUN.36	The Contractor shall monitor network and API endpoint security using industry-standard controls and mechanisms such as IP whitelisting, intrusion detection, DOS attack monitoring, monitoring of non-standard network and application behavior and anomalies and the configuration of firewall rules.
FUN.37	The Contractor shall monitor data security using industry-standard controls and mechanisms such as anti-virus and anti-malware agents to monitor/scan data in transit and data at rest.
FUN.38	The Contractor shall monitor/manage/report on scheduled environment activity and use, and application load.
FUN.39	The Contractor shall provide a report during DDI outlining the status of all test cases including internal testing performed by the Contractor. The report shall be provided to the Department on a regular basis not to exceed every two (2) weeks in a format agreed to by the Department.
FUN.40	The Contractor shall provide a report during M&O outlining the status of all test cases including internal testing performed by the Contractor. The report shall be provided to the Department on a regular basis not to exceed every two (2) weeks in a format agreed to by the Department.
FUN.41	The Contractor shall provide a root cause analysis reporting for any unscheduled downtime and insight to identify system issues impacting receipt and or delivery of files.
FUN.42	The Contractor shall provide reporting and monitoring on Submitter onboarding and testing progress as requested by the Department.
FUN.43	The Contractor shall provide designated Department and other Authorized Users access to incident reporting via web portal/telephone/email.
FUN.44	<p>The Contractor shall provide reports as specified by the Department, but not limited to:</p> <ul style="list-style-type: none"> a. Daily inbound/outbound file transfer reporting b. Daily transaction counts by Submitter/transaction type c. Weekly totals of all transactions to include response times by date d. Weekly report of all end-to-end tracking of all files and messages e. Weekly report of all Provider Call Center EDI question and resolution responses f. Weekly report of transaction performance issues g. Weekly report of all end-to-end testing results with Submitters h. Weekly EDI Transaction Submitter, Transaction Count by Report Date, and Transaction Type i. Monthly reconciliation incident reporting summary and status j. Monthly reports on agreed upon operational/key performance indicators k. Monthly SLA reporting l. Ad hoc reporting as defined by the Department m. Weekly Help Desk ticketing summary and status <p>The Contractor shall use technology through their products and automate as many reports as possible, as mutually agreed upon with the Department.</p>

EXHIBIT J, EDI REQUIREMENTS AND SLAS

Requirement ID	Requirement
FUN.45	<p>The Contractor shall deliver X12 835 remittance advice within 48 hours from the end of the payment cycle. The Contractor will implement the following configuration for X12 835 remittance:</p> <ol style="list-style-type: none"> Configure the Trading Partner and relationships for the 1 external Trading Partner during DDI. The remaining Trading Partners will be onboarded and enabled on the system prior to Production Go-Live. Receive outbound claim remittance (flat file) from MMIS using SFTP. The flat file structure will closely resemble the claim payment outbound file. Translate the payment flat file input into 835 X12 format. Data definition for the proprietary file and mapping specs to be provided by the Department. Validate, split into good and bad transactions for standard SNIP validations (1-6). Receive standard 999 and TA1 acknowledgements. Send the good file, bad file, acknowledgements, and reports to the output folders designated to Trading Partners and the Department on SFTP. Load 835 and flat file to TM for tracking, correlate with any acknowledgements received as well as co-relate with original 837 transaction based on claimID. Configure standard monitoring alerts for 835 transaction processing.
FUN.46	<p>The Contractor shall provide the Department the capability of end-to-end monitoring and tracking details of all files and messages processed in the EDI solution.</p>
FUN.47	<p>The Contractor shall provide the solution “SaaS Operations Support” which includes maintaining and operating the software on behalf of the Department. The Contractor shall provide the following monitoring as part of their SaaS operation services: 24/7 proactive infrastructure, site/UI and application management, monitoring, and alerts including alerts of any system failure, including tracking and monitoring of UI and portals exposed to the Department and other Authorized Users.</p>
FUN.48	<p>The Contractor shall provide configurable EDI Processes to align with the Medicaid Enterprise Solutions (MES) requirements by the following integrated set of capabilities, but not limited to:</p> <ol style="list-style-type: none"> Specification guidelines, map design and testing Submitter Management and Onboarding EDI and CAQH CORE processing Self service and real-time operational visibility System level monitoring Executive reporting and dashboarding
FUN.49	<p>The Contractor shall provide an EDI solution that supports real time and batch transactions scaled without limits as per mutually agreed Software restrictions and requirements and transaction licensed metrics.</p>

EXHIBIT J, EDI REQUIREMENTS AND SLAS

Requirement ID	Requirement
FUN.50	<p>The Contractor shall be able to accept and process X12 and 278 prior authorizations with the following implementation scope:</p> <ul style="list-style-type: none"> a. Configure SFTP to receive batch 278-13 (Request) transactions. b. Setup TPM with 1 external Trading Partner that will leverage 278 transactions. c. Validate 278 transactions with standard SNIP validations (1-6). d. Split the 278 files into good and bad. Create the 999 and TA1 acknowledgements. e. Create and configure map from X12 to MMIS acceptable format. Data definition for the proprietary file and mapping specs to be provided by the Department. f. If inbound transaction has no error, send individual request transaction to MMIS in the required format via SFTP. g. Receive outbound 278 response file as a flat file. h. Translate the flat file into 278-11 (Response) transaction. Data definition for the proprietary file and mapping specs to be provided by the Department. i. In case of errors including missing response, create a 278 response with AAA segment indicating the nature of error. j. Batch the 278-11 based on incoming file. k. Validate 278 transactions against standard SNIP 1-6 validations. l. Split the 278-response file into good and bad transactions. m. Load 278 request and correlate with 278 response transactions in TM, as well as any acknowledgements generated/received. n. Configure standard monitoring alerts for 278 transaction processing.
FUN.51	<p>The Contractor shall provide a solution with capability to accept and process NCPDP and HL7 transactions. Implementation scope shall be defined through the change control process. The Contractor shall provide an estimate of the scope.</p>
FUN.52	<p>The Contractor shall keep 24/7 access for submissions of X12 claims and other standard transactions.</p>
FUN.53	<p>The Contractor shall provide services including, but not limited to SFTP for data and file exchanges as required by the Department.</p>
FUN.54	<p>The Contractor shall receive and process all Medicare Crossover claims, including those that have been denied by Medicare under following implementation scope.</p> <ul style="list-style-type: none"> a. Receive inbound claim transactions (837 I, P or D) from the Department using SFTP b. Configure the trading partner and relationships for external trading partner(s) during DDI. The remaining Trading Partners will be onboarded and enabled on the system prior to Production Go-Live c. Perform standard duplicate check based on File control number only d. Validate, split into good and bad claims for standard SNIP validations (1-6). e. Configure total of 15 SNIP 7 low complexity custom edits on the guideline f. Generate standard 277CA, 999 and TA1 acknowledgements. g. Translate the good 837 Professional claims into MMIS backend format. Data definition for the proprietary file and mapping specs to be provided by the Department. h. Translate the good 837 Institutional claims into MMIS backend format. Data definition for the proprietary file and mapping specs to be provided by the Department. i. Translate the good 837 Dental claims into MMIS backend format. Data definition for the proprietary file and mapping specs to be provided by the Department. j. Batch all the translated claims (MMIS backend format) in single file k. Send the good file, bad file, acknowledgements and reports to the respective outbound folders on SFTP at location provided by the Department l. Load Inbound 837 to TM – correlate with any acknowledgements generated m. Configure standard monitoring alerts for 837 transaction processing
FUN.55	<p>The Contractor shall provide dashboards that measure, including but not limited to: transaction volume, acceptance and rejection rates, error reports by Submitters, transaction type, and Submitter onboarding and testing progress.</p>

EXHIBIT J, EDI REQUIREMENTS AND SLAS

Requirement ID	Requirement
FUN.56	The Contractor shall provide CORE Operating Rules that include phase I, II, III, IV, and V guidelines and processing, CORE compliance visibility and reporting integrated with Transaction Management, and CORE-specific orchestrations productized and run with XES (XEngine Server).
FUN.57	The Contractor shall provide the Department the following solutions including, but not limited to: a. An environment for editing, creating, publishing, and validating data b. Tool for the creation of transaction-specific maps c. Error-Severity rules to control transaction and Submitter specific edits
FUN.58	The Contractor shall provide the Department the following solutions within the scope of work including, but not limited to: a. EDI runtime environment to validate transactions for syntax, semantics, and custom business rules b. Runtime environment for NCPDP and encounter processing c. Inbound and Outbound connectivity, batch, and real-time processing d. Implements splitting, routing, aggregation, enrichment of transactions, and translation between multiple standards
FUN.59	The Contractor shall provide the Department the following solutions including, but not limited to: a. Provides role-based access, end-to-end view of the healthcare lifecycle b. Link transactions, responses, acknowledgments, and events in one view c. Business-friendly views using flexible search criteria and drill down into the data with easy SNIP error navigation d. Centralized Trading Partner Management to create and manage all Trading Partner agreements and relationships e. Continuous Data Quality improvement through transaction lifecycle-focused dashboards and reporting
FUN.60	The Contractor shall support end-to-end testing with Submitters and any other third party partners that request to test EDI Transactions.
FUN.61	The Contractor shall provide the following testing services using the Department approved testing guidelines and framework, but not limited to: a. Platform configuration test b. Sanity/smoke test for transaction flow c. Connectivity test with test source like SFTP or web service d. Support the Department during UAT e. Unit Testing f. System Integration testing g. Performance testing h. End-to-end testing support i. Parallel testing support The Contractor shall provide testing support to cover all Department or Submitters driven testing within the allocated testing frame supported by Contractor.
FUN.62	The Contractor shall provide support to Submitters for successful onboarding.
FUN.63	The Contractor shall keep the testing environment in sync with production environment with Department approved configuration updates.
FUN.64	The Contractor shall manage, troubleshoot, and support onboarding, testing, and migration for all Submitters.
FUN.65	The Contractor shall provide a testing environment solution that allows for self testing, to include but not limited to validation and troubleshooting files by Submitters.
FUN.66	The Contractor's testing environment solution shall provide Department Authorized Users the ability to log into the testing tool using their own credentials.
FUN.67	The Contractor shall register, setup, and support Submitters in the test tool allowing Submitters to submit transactions and receive a validation report in real time.

EXHIBIT J, EDI REQUIREMENTS AND SLAS

Requirement ID	Requirement
FUN.68	The Contractor shall provide the capability to exchange and support the following types of transactions: <ul style="list-style-type: none"> a. Health care claims and encounter information (837) b. Enrollment and disenrollment in a health plan (834) c. Health care payment and remittance advice (835) d. Health plan premium payments (820) e. Health care claim status requests and responses (276 and 277) f. Referral certification and authorization (278) g. Eligibility inquiry and response (270 and 271) h. Coordination of benefits i. Acknowledgements transactions (999, 824 and 277CA)
FUN.69	The Contractor shall provide a solution with capability to accept and process standardized electronic transactions current version and support X12 HIPAA transactions through APIs. API request and response formats shall be provided by the Department. New scope shall be defined via Requirements and change control processes.
FUN.70	The Contractor shall provide a solution with capability to accept and or process X12 and non-EDI transactions including, but not limited to: <ul style="list-style-type: none"> a. HL7 and NCPDP b. XML, JSON, DFF/PFF (delimited and positional flat files) c. Proprietary and standard acknowledgements in response to encounters or other transactions
FUN.71	The Contractor shall send real-time responses for standard transactions to Submitters.
FUN.72	The Contractor shall support all X12 and other standard transactions including but not limited to: 270/271, 276/277, 275, 278, 820, 834, 835, 837D, 837P, 837I, acknowledgments transactions 999, 824, and 277CA.
FUN.73	The Contractor shall send acknowledgement of each file.
FUN.74	The Contractor shall provide Batch 837 Claims Transactions as per the following scope: <ul style="list-style-type: none"> a. Perform standard duplicate check based on file control number only b. Batch all translated claims in a single file. c. Receive inbound claim transactions (837 I, P or D) from the Department using SFTP. d. Configure the Trading Partner and relationships for the 1 external Trading Partner during DDI. The remaining Trading Partners will be onboarded and enabled on the system prior to Production Go-Live. e. Validate, split into good and bad claims for standard SNIP validations (1- 56). f. Configure total of 15 SNIP 7 low complexity custom edits on the guideline. g. Generate standard 277CA, 999 and TA1 acknowledgements. h. Translate the good 837 Professional claims into MMIS backend format. Data definition for the proprietary file and mapping specs to be provided by the Department. i. Translate the good 837 Institutional claims into MMIS backend format. Data definition for the proprietary file and mapping specs to be provided by the Department. j. Translate the good 837 Dental claims into MMIS backend format. Data definition for the proprietary file and mapping specs to be provided by the State of CO. k. Send the good file, bad file, acknowledgements and reports to the respective outbound folders on SFTP at location provided by the State of CO. l. Load Inbound 837 to TM – correlate with any acknowledgements generated. m. Configure standard monitoring alerts for 837 transaction processing.

EXHIBIT J, EDI REQUIREMENTS AND SLAS

Requirement ID	Requirement
FUN.75	<p>The Contractor shall provide Batch 835 Outbound Claims Remittance as per the following scope:</p> <ul style="list-style-type: none"> a. Translate the payment flat file input into an 835 X12 format. Data definition for the proprietary file and mapping specs to be provided by Department. b. Configure the Trading Partner and relationships for the 1 external Trading Partner during DDI. The remaining Trading Partners will be onboarded and enabled on the system prior to Production Go-Live. c. Receive outbound claim remittance (flat file) from MMIS using SFTP. The flat file structure will closely resemble the claim payment outbound file. d. Validate, split into good and bad transactions for standard SNIP validations (1-6). e. Receive standard 999 and TA1 acknowledgements. f. Send the good file, bad file, acknowledgements and reports to the output folders designated to Trading Partners and the Department on SFTP. g. Load 835 and flat file to TM for tracking, Correlate with any acknowledgements received as well as co-relate with original 837 transaction based on claimID. h. Configure standard monitoring alerts for 835 transaction processing.
FUN.76	<p>The Contractor shall provide Batch 834 Outbound Enrollment as per the following scope:</p> <ul style="list-style-type: none"> a. Translate the outbound proprietary file (flat file) to 834 X12 format. b. Implement a workflow for both a full monthly file and daily file. Data definition for the proprietary file to be provided by the Department. c. Configure the Trading Partner and relationships for the 1 external Trading Partner during DDI. The remaining Trading Partners will be onboarded and enabled on the system prior to Production Go-Live. d. Receive outbound enrollment (flat file) from MMIS. The flat file structure will closely resemble the enrollment outbound file. This file can be monthly full file or daily change file. Edifecs assumes that the format for both files will remain same. e. Validate the 834-batch file, split good and bad transactions for standard SNIP validations (1-6). f. Drop the good 834, bad 834 files and reports to the respective outbound folders on SFTP. g. Load Outbound 834 X12 and flat file to TM – correlate with any acknowledgements received. h. Configure standard monitoring alerts for 834 transaction processing.
FUN.77	<p>The Contractor shall provide Batch 820 Outbound Premium to Payers as per the following scope:</p> <ul style="list-style-type: none"> a. Translate the outbound proprietary file (flat file) to an 820 transaction. Data definition for the proprietary file and mapping specs to be provided by the Department. b. Configure the Trading Partner and relationships for the 1 external vendor partner. The remaining Trading Partners will be onboarded and enabled on the system prior to Production Go-Live. c. Receive outbound premium (flat file) from MMIS. The flat file structure will closely resemble the claim payment outbound file. d. Validate the 820-batch file, split good and bad transactions for standard SNIP validations (1-6). e. Drop the good 820, bad 820 files and reports to the respective outbound folders designated to Trading Partners. f. Load Outbound 820 X12 and flat file to TM – correlate with any acknowledgements received. g. Configure standard monitoring alerts for 820 transaction processing.

EXHIBIT J, EDI REQUIREMENTS AND SLAS

Requirement ID	Requirement
FUN.78	<p>The Contractor shall provide 270-271 CORE OR Processing as per the following scope:</p> <ul style="list-style-type: none"> a. Split the 270 in individual eligibility requests for batch files. b. Create and configure a map to convert the 270 X12 format to MMIS. Data definition for the proprietary file and mapping specs to be provided by the Department. c. Batch all 271 transactions into a single file corresponding to the inbound 270 file. d. Configure Edifecs REST/SOAP API to receive Real time 270 transaction as CORE web service call from the Department’s API gateway. e. Configure SFTP to receive Batch 270 transaction from the Department. f. Setup TPM with 1 external Trading Partner that will leverage 270-271 transactions (RT and Batch) during DDI. The remaining Trading Partners will be onboarded and enabled on the system by BizOps prior to Production Go-Live. g. Validate 270 transaction containing one eligibility request in case of RT and more than one eligibility request for Batch with standard SNIP validations (1-6) and CORE Edits. h. If there is any error in the 270 transaction, generate a 999 response. i. If inbound transaction has no error, send request transaction to MMIS in the required format via API call for Realtime and via SFTP channel for batch. j. Create the AAA Ack for error scenarios such as time out scenarios and send the 271 response back using standard map logic. k. API will be hosted by the Department to receive 270 real-time. l. Individual 270 splits will be sent via SFTP for batch files. m. Receive response 271 transaction from the Department in MMIS custom format via API for RT or SFTP for batch. Translate to X12 271 format. Data definition for the proprietary file and mapping specs to be provided by the Department. n. Validate 271 transactions against standard SNIP 1-6 validations and CORE edits. o. If there is any error in the 271 transaction, generate a 999 response. p. If outbound transaction has no error, send the 271 transaction back to the Department’s Gateway (Real-time to API gateway and Batch to SFTP). q. Load 270 and correlate with 271 transactions in TM, as well as any acknowledgements generated. r. Process standard 999 and TA1 acknowledgements. s. Configure standard monitoring alerts for 270/271 transaction processing. t. Configure the AAA code provided by the Department for error scenarios.

EXHIBIT J, EDI REQUIREMENTS AND SLAS

Requirement ID	Requirement
FUN.79	<p>The Contractor shall provide 276-277 CORE OR Processing as per the following scope:</p> <ul style="list-style-type: none"> a. Split the 276 in individual eligibility requests for batch files. b. Create and configure a map to convert the 276 X12 format to MMIS. Data definition for the proprietary file and mapping specs to be provided by the Department. c. Batch all 277 transactions into a single file corresponding to the inbound 276 file. d. Configure Edifecs REST/SOAP API to receive Real time 276 transaction as CORE web service call from the Department’s API gateway. e. Configure SFTP to receive Batch 276 transaction from the Department. f. Setup TPM with 1 external Trading Partner that will leverage 276-277 transactions (RT and Batch) during DDI. The remaining Trading Partners will be onboarded and enabled on the system prior to Production Go-Live. g. Validate 276 transaction containing one claim status request in case of RT and more than one claim status request for Batch with standard SNIP validations (1-6) and CORE Edits. h. If there is any error in the 276 transaction, generate a 999 response. i. If inbound transaction has no error, Send request transaction to MMIS in the required format via API call for Realtime and via SFTP channel for batch. j. Create the AAA Ack for error scenarios such as time out scenarios and send the 277 response back using standard map logic. k. API will be hosted by the Department to receive 276 real-time. l. Individual 276 splits will be sent via SFTP for batch files. m. Receive response 277 transaction from the Department in MMIS custom format via API for RT or SFTP for batch. Translate to X12 277 format. Data definition for the proprietary file and mapping specs to be provided by the Department. n. Validate 277 transactions against standard SNIP 1-6 validations and CORE edits. o. If there is any error in the 277 transaction, generate a 999 response. p. If outbound transaction has no error, send the 277 transaction back to the Department’s Gateway (Real-time to API gateway and Batch to SFTP). q. Load 276 and correlate with 277 transactions in TM, as well as any acknowledgements generated. r. Configure standard monitoring alerts for 276/277 transaction processing. s. Configure the AAA code provided by the Department for error scenarios.

EXHIBIT J, EDI REQUIREMENTS AND SLAS

Requirement ID	Requirement
FUN.80	<p>The Contractor shall provide 278 Prior Authorization as per the following scope:</p> <ul style="list-style-type: none"> a. Translate the flat file into 278-11 (Response) transaction. Data definition for the proprietary file and mapping specs to be provided by the Department. b. Batch the 278-11 based on incoming file. c. Configure SFTP to receive batch 278-13 (Request) transaction. d. Setup TPM with 1 external Trading Partner that will leverage 278 transactions during DDI. The remaining Trading Partners will be onboarded and enabled on the system prior to Production Go-Live. e. Validate 278 transactions with standard SNIP validations (1-6). f. Split the 278 files into good and bad. Create the 999 and TA1 acknowledgements. g. Create and configure map from X12 to MMIS acceptable format. Data definition for the proprietary file and mapping specs to be provided by the Department. h. If inbound transaction has no error, send individual request transaction to MMIS in the required format via SFTP. i. Receive outbound 278 response file as a flat file. j. In case of errors including missing response, create a 278 response with AAA segment indicating the nature of error. k. Validate 278 transactions against standard SNIP 1-6 validations. l. Split the 278-response file into good and bad transactions. m. Load 278 request and correlate with 278 response transactions in TM, as well as any acknowledgements generated/received. n. Configure standard monitoring alerts for 278 transaction processing. o. Configure the AAA code provided by the Department for error scenarios.
FUN.81	<p>The Contractor shall provide HL7 processing as per the following scope:</p> <ul style="list-style-type: none"> a. Configure the Trading Partner and relationship for the HL7 Trading Partner. b. Receive inbound transactions from SFTP location. c. Validate the transaction based on standard HL7 guideline and split data at MSH/OBR level. d. Validate the file and create split good/bad files, reports and acknowledgement. e. Generate out-of-box Edifecs XData for each MSH/OBR. f. Route the good/bad files, reports, XData Batch and ACKs into the outbound folder for HCPF. g. Configure standard monitoring alerts for transaction processing.
FUN.82	<p>The Contractor shall have the ability to include Solicited and Unsolicited Attachment processing.</p>
FUN.83	<p>The Contractor shall configure the system to load all non-HIPAA transactions at transmission/file level in Transaction Management.</p>
FUN.84	<p>The Contractor will configure the system to perform duplicate check based on ISA control number only.</p>
FUN.85	<p>The Contractor shall implement splitting of X12 transactions at transactions level only.</p>
FUN.86	<p>The Contractor shall process the submitted files upon the implementation date per the approved project schedule through the new platform. Historical data migration to the new platform will not be required.</p>
FUN.87	<p>The Contractor shall process the transactions as they are received from the source and will not alter, manipulate or enrich the data during processing.</p>
FUN.88	<p>The Contractor shall receive, accept, and process the non-HIPAA compliant encounter response file and load to the Transaction Manager.</p>