

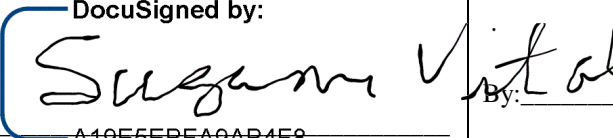
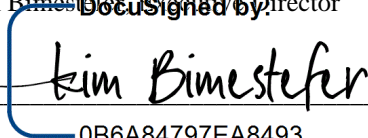
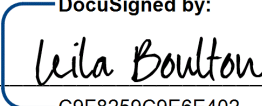
# STATE OF COLORADO CONTRACT

## COVER PAGE

<b>State Agency</b> Department of Health Care Policy and Financing	<b>Contract Number</b> 23-178752
<b>Contractor</b> Ernst & Young U.S. LLP	<b>Contract Performance Beginning Date</b> The later of the Effective Date or July 1, 2022
<b>Contract Maximum Amount</b> Initial Term State Fiscal Year 2023 \$1,790,273.14 Extension Terms State Fiscal Year 2024 \$8,204,215.80 State Fiscal Year 2025 \$7,459,749.40 State Fiscal Year 2026 \$5,549,355.12 State Fiscal Year 2027 \$4,194,290.48 State Fiscal Year 2028 \$3,308,397.20 State Fiscal Year 2029 \$3,195,680.00 State Fiscal Year 2030 \$3,249,187.60 State Fiscal Year 2031 \$3,319,025.16 State Fiscal Year 2032 \$3,391,661.04 Total for All State Fiscal Years \$43,661,834.94	<b>Initial Contract Expiration Date</b> June 30, 2023  <b>Contract Authority</b> Authority to enter into this Contract exists in C.R.S. §25.5-1-101, <i>et. seq.</i>
<b>Contract Purpose</b> This Contract is entered into for the Contractor to provide strategic planning, technical, and consultative support services to build a Service Integration Platform, for purposes of optimizing Colorado's Medicaid Enterprise Solution business, technical, and information architectures. The Contractor was awarded this Contract under Solicitation # UHAA ITN 2021000002.	
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Contract: <ol style="list-style-type: none"> <li>Exhibit A – HIPAA Business Associates Addendum</li> <li>Exhibit B – Statement of Work</li> <li>Exhibit C – Rates</li> <li>Exhibit D – Terminology</li> <li>Exhibit E – Contractor's Administrative Requirements</li> <li>Exhibit F – Sample Option Letter</li> <li>Exhibit G – Federal Provisions</li> <li>Exhibit H – Interfaces</li> </ol> <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"> <li>Exhibit A, HIPAA Business Associates Addendum</li> <li>Exhibit G, Federal Provisions</li> <li>Colorado Special Provisions in §18 of the main body of this Contract</li> <li>The provisions of the other sections of the main body of this Contract</li> <li>Exhibit B, Statement of Work</li> <li>Exhibit H, Interfaces</li> <li>Exhibit D, Terminology</li> <li>Exhibit E, Contractor's Administrative Requirements</li> <li>Exhibit C, Rates</li> <li>Exhibit F, Sample Option Letter</li> </ol>	
<b>Principal Representatives</b> <div> <div> For the State:  Vicki Foreman  Health Information Office  1570 Grant Street  Denver, CO 80203    Vicki.Foreman@state.co.us </div> <div> For Contractor:  Suzanne Vitale, Principal  Ernst &amp; Young U.S. LLP  370 17<sup>th</sup> Street  Suite 4800  Denver, CO 80202  Suzanne.Vitale@ey.com </div> </div>	

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

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

<p style="text-align: center;"><b>CONTRACTOR</b> Ernst &amp; Young U.S. LLP</p> <p style="text-align: center;">DocuSigned by:</p> <p style="text-align: center;"></p> <p>By: _____</p> <p style="text-align: center;">A19E5EBFA9AB4F8...</p> <p>Date: 11/9/2022</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p style="text-align: center;">DocuSigned by:</p> <p style="text-align: center;"></p> <p>By: _____</p> <p style="text-align: center;">0B6A84797EA8493...</p> <p>Date: 11/9/2022</p>
<p><b>LEGAL REVIEW</b> Phil Weiser, Attorney General</p> <p>By: _____ N/A</p> <p>Date: _____</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 style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p style="text-align: center;">DocuSigned by:</p> <p style="text-align: center;"></p> <p>By: _____</p> <p style="text-align: center;">C9F8259C9E6E402...</p> <p style="text-align: center;">11/9/2022</p> <p>Effective Date: _____</p>	

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## **1. PARTIES**

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

## **2. TERM AND EFFECTIVE DATE**

### **A. Effective Date**

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

### **B. Initial Term**

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

### **C. Extension Terms - State’s Option**

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the 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 ten years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

### **D. End of Term Extension**

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§14**, 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 by Contractor, which shall be

governed by §12.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

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

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor that 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 C.R.S. §24-11-101(1).
- C. **"Chief Procurement Officer"** means the individual to whom the Executive Director has delegated his or her authority, pursuant to C.R.S. §24-102-202(6), to procure or supervise the procurement of all supplies and services needed by the state.
- 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. **“Colorado Open Records Act (CORA)”** means C.R.S. §24-72-200.1, *et. seq.*
- H. **“Criminal Justice Information (CJI)”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under C.R.S. §24-72-302.
- I. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Cover 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 Cover Page for this Contract.
- J. **“End of Term Extension”** means the time period defined in **§2.D**
- K. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- L. **“Extension Term”** means the time period defined in **§2.C**
- M. **“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.
- N. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any data, communications, or information resources of the State, which are included as part of the Work, as described in C.R.S. §24-37.5-401, *et. seq.* Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information 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.
- O. **“Initial Term”** means the time period defined in **§2.B.**
- P. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- Q. **“Payment Card Information (PCI)”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- R. **“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.

- S. **“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 C.R.S. §24-72-501.
- T. **“Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- U. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- V. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to C.R.S. §24-30-202(13)(a).
- W. **“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.
- X. **“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.
- Y. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- Z. **“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.
- AA. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- BB. **“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 material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

#### **4. STATEMENT OF WORK**

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit B, and Exhibit E. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this contract. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract.

#### **5. PAYMENTS TO CONTRACTOR**

##### **A. Maximum Amount**

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

##### **B. Payment Procedures**

###### **i. Invoices and Payment**

- a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit B, Statement of Work and Exhibit C, Rates.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables or Work Components (as those terms are defined in Exhibit D) 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 45<sup>th</sup> day at the rate of one percent per month, as required by C.R.S. §24-30-202(24)(a), until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day’s



interest to be paid and the interest rate.

iii. **Payment Disputes**

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review 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. **Quarterly Reports.**

In addition to any reports required pursuant to this Contract or pursuant to any other Exhibit, for any contract having a term longer than 3 months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 5 Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. **Litigation Reporting**

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

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

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with **§14** and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or 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.

## **7. CONTRACTOR RECORDS**

A. Maintenance

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

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

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

## **8. CONFIDENTIAL INFORMATION-STATE RECORDS**

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

**B. Other Entity Access and Nondisclosure Agreements**

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

**C. Use, Security, and Retention**

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

**D. Incident Notice and Remediation**

If Contractor becomes aware of any Incident, it shall notify the State immediately 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 none of Contractor or any of its agents, employees, assigns or Subcontractors are 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, 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 results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

**E. Data Protection and Handling**

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

**F. Safeguarding PII**

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, 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.

## **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.

## **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. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

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

E. Professional Liability Insurance

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

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

F. Crime Insurance

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

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

G. Additional Insured

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

H. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary 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 §14 within seven days of Contractor's receipt of such notice.

**J. Subrogation Waiver**

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

**K. Public Entities**

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

**L. Certificates**

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

## **11. BREACH OF CONTRACT**

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 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.

## **12. REMEDIES**

### **A. State's Remedies**

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in **§11**, shall have all of the remedies listed in this section, in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

#### **i. Termination for Breach**

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

##### **a. Obligations and Rights**

To the extent specified in any termination 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. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

##### **b. Payments**

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E**.

##### **c. Damages and Withholding**

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. In the event of Contractor's breach, 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; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

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

e. Intellectual Property

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

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

### 13. 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 **§13.A** fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Department's Procurement Official as described in C.R.S. §24-101-301(30), for resolution in accordance with the provisions of C.R.S. §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505 (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.

**14. 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 Sheet 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.

**15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

**A. Work Product**

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. 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.

**i. Copyrights**

To the extent that the Work Product (or any portion of the Work Product) would not be considered a work made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all

works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, including with respect to Contractor Property as defined in **§15.C**, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, and transfer 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 use, modify, copy, and transfer 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.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all 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 Work Component or necessary to use a Deliverable or Work Component (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: (i) entered into as exhibits to this Contract; (ii) obtained by the State from the applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

D. License by the State

The State grants Contractor a perpetual non-exclusive, irrevocable, royalty-free, world-wide license to use, copy, execute, perform, modify, display, distribute, and transmit Work Product developed under this Contract, and to prepare derivative works of Work Product developed with under this Contract, and to authorize others to do the same on Contractor's behalf, for other government entities. Contractor shall not charge a development, licensing, or user fee to any state, federal, or local government entity when distributing copies of, and transferring or sublicensing rights to, the Work Product to such entity.

## 16. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract

B. Subcontracts

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

C. Binding Effect

Except as otherwise provided in **§16.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 agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use

digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

**I. Modification**

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

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

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

**K. External Terms and Conditions**

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

**L. Severability**

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

**M. Survival of Certain Contract Terms**

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

**N. Taxes**

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

**O. Third Party Beneficiaries**

Except for the Parties' respective successors and assigns described in **§16.A.**, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third

parties.

P. Waiver

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

Q. CORA Disclosure

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

R. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses (not including hardware or software 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 license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

T. Indemnification

i. General Indemnification

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

ii. Confidential Information Indemnification

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

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work Product infringes a patent, copyright, trademark, trade secret, or any

other intellectual property right.

U. Limitation on Damages

To the maximum extent permitted by applicable law, and subject to the exclusions and exceptions set forth herein, in no event shall the Contractor be liable to the State for any special, consequential, indirect, exemplary, punitive, incidental, or similar damages, whether in contract, tort, or otherwise, even if such damages were foreseeable or known by the Parties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF CONTRACTOR UNDER THIS AGREEMENT SHALL NOT EXCEED TWO TIMES THE VALUE OF THE CONTRACT PAID OR PAYABLE MEASURED FROM THE EXECUTION DATE TO THE DATE OF ANY AND ALL EVENT(S) GIVING RISE TO THE CLAIM, PROVIDED THAT IN NO CIRCUMSTANCE SHALL THE MAXIMUM AGGREGATE LIABILITY OF CONTRACTOR UNDER THIS AGREEMENT EQUAL LESS THAN THE MAXIMUM AMOUNT PAYABLE DURING STATE FISCAL YEAR 2023 AS SHOWN ON THE COVER PAGE. The foregoing limitation on damages shall not apply to: (1) any claim relating to the Contractor's liability for death, bodily injury, or damage to tangible property of the State caused by the negligence or willful misconduct of the Contractor or the Contractor's employees or agents, including but not limited to the Contractor's Subcontractors; (2) any claim relating to the Contractor's liability related to the gross negligence or willful misconduct of the Contractor's employees, directors, officers, agents, or Subcontractors, except as identified in Exhibit A; (3) any claim relating to the Contractor's indemnity obligations set forth in this Contract; and/or (4) any claim relating to the disclosure of confidential information or data loss.

V. Additional Provisions

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

**17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

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

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

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

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

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

**C. GOVERNMENTAL IMMUNITY.**

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

or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. INDEPENDENT CONTRACTOR.**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

**E. COMPLIANCE WITH LAW.**

Contractor shall strictly 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 which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

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

**H. SOFTWARE PIRACY PROHIBITION.**

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

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

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

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

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



## **EXHIBIT A, HIPAA BUSINESS ASSOCIATES ADDENDUM**

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

### **1. PURPOSE**

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

### **2. DEFINITIONS**

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

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

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

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

### **3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

a. Permitted Uses and Disclosures.

- i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.
- i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
- ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
  - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
  - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
- iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

c. Impermissible Uses and Disclosures.

- i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
- ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

d. Business Associate's Subcontractors.

- i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions,

conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

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

- iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.
- k. Audit, Inspection and Enforcement.
  - i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.
  - ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.
- l. Appropriate Safeguards.
  - i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
  - ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
  - iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
  - iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.
- m. Safeguard During Transmission.
  - i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.

- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.
- n. Reporting of Improper Use or Disclosure and Notification of Breach.
- i. Business Associate shall, as soon as reasonably possible, but 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 3.h above, for a period of six years.

#### **4. OBLIGATIONS OF COVERED ENTITY**

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

## 5. TERMINATION

### a. Breach.

- i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
- ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

### b. Effect of Termination.

- i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
- ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
- iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

## 6. INJUNCTIVE RELIEF

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

## 7. LIMITATION OF LIABILITY

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

## 8. DISCLAIMER

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

## 9. CERTIFICATION

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

## 10. AMENDMENT

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
  - i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
  - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.
  - iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
  - iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
    - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
    - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI



sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

- b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

## **11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS**

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

## **12. INTERPRETATION AND ORDER OF PRECEDENCE**

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

## **13. SURVIVAL**

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

## APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

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

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

### 1. PURPOSE

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

### 2. ADDITIONAL TERMS

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

## **EXHIBIT B, STATEMENT OF WORK**

### **1. REQUIREMENTS APPLICABLE TO ALL PHASES OF WORK**

#### **1.1. Statement of Work (SOW) Phases**

1.1.1. This SOW is divided into three Phases of Work. The three Phases of Work are defined as encompassing the following general description of tasks. The Parties agree that the MIDA Project Schedule will drive the Work the Contractor performs in each Phase and that activities scheduled for a specific Phase may be reorganized based on the availability of Contractor or Department resources, budget, and the Department's review and approval of all Deliverables and Work Components.

1.1.2. This Section 1.1 is intended to provide an overview of the three Phases of Work. To the extent a conflict exists between this section and sections following Section 1.1 in this SOW, the sections following Section 1.1 in this SOW shall control.

#### **1.1.2.1. Phase 1: MES Integration Assessment and Strategic Planning**

1.1.2.1.1. Phase 1 of the Work under this SOW shall emphasize tasks such as:

1.1.2.1.1.1. Assessment and foundational groundwork to develop a new MES Module Integration Solution conceptual design.

1.1.2.1.1.2. Consultation on and management of the MES data Integration architecture.

1.1.2.1.1.3. Development of a strategic plan, including the identification of core MES Modules, the sequence of implementation, and an estimated timeline.

1.1.2.1.1.4. Design recommendations for defining the technical infrastructure, and environment to support the MES Integration Data and Alignment (MIDA) Integration Platform.

1.1.2.1.1.5. Evaluate and provide an assessment of the Technical Stack to determine which technical tools best meet the business needs of the Department.

1.1.2.1.1.6. Identification of MES support services, such as governance and Systems Development Lifecycle (SDLC) processes.

1.1.2.1.1.7. Other Work related to technical and consultative services that will support future Phases, including future strategic planning and data governance Work.

1.1.2.1.1.8. The Parties agree that the following requirements are outside current scope of work but may be required to complete the MIDA Integration Solution. These activities will be scoped as to impact on scope, schedule, and cost during Initial Impact Assessment and will be subject to the change control process to evaluate impact and prioritization.

1.1.2.1.1.8.1. Phase 2 Acceleration, including the Contractor's acceleration of Phase 2 by six months, thereby starting Phase 2 during the seventh month after the Effective Date. During Phase 2 Acceleration, additional resources shall be required and Deliverables and Work Components due dates shall be revised.

1.1.2.1.1.8.2. Natural Language Processing (NLP) services, including the Contractor's implementation of the ability to pull discrete data out of data sets, including but not limited to doctor notes through a pre-defined NLP service. The

Contractor shall store discrete data in the ODS for analytics purposes after extraction.

1.1.2.1.1.8.3. Analysis to store and process data for longer than seven years.

1.1.2.1.1.8.4. Analyze the requirements set forth in Section 1.16 for scope.

1.1.2.2. Phase 2: Design, Development, and Implementation (DDI) of the MIDA Integration Platform

1.1.2.2.1. Phase 2 of the Work under this SOW shall emphasize tasks such as:

1.1.2.2.1.1. The Design, Development, and Implementation (DDI) phase of the Work, which includes defining the technical infrastructure, environment, and MIDA Integration Platform to support data exchange for the MES, with other State agencies, and with outside entities.

1.1.2.2.1.2. Implementation of the MIDA Integration Platform infrastructure and technical components, including:

1.1.2.2.1.2.1. Development and Test Environment.

1.1.2.2.1.2.2. Implementation of the Operational Data Store (ODS).

1.1.2.2.1.2.3. Integration with the State's Governor's Office of Information Technology's (OIT) Identity and Access Management (IAM).

1.1.2.2.1.2.4. Staging Environment and Developmental Operations (DevOps).

1.1.2.2.1.2.5. Consent Contract service.

1.1.2.2.1.3. Application Programming Interface (API) Minimum Viable Product (MVP) development and integration support for existing MES Vendors.

1.1.2.2.1.4. Implementation of a master data management framework, which shall include but not be limited to patient and Provider indices.

1.1.2.2.1.5. Data conversion supporting all Interfaces, including the Interfaces identified in Exhibit H.

1.1.2.2.1.6. Electronic Data Interchange (EDI) management for all Interfaces, including the Interfaces identified in Exhibit H.

1.1.2.2.1.7. Ongoing technical and consultative services to support the Department with the execution and enforcement of the standards and best practices established during Phase 1.

1.1.2.3. Phase 3: Operational Support Services and Modular Interoperability

1.1.2.3.1. Phase 3 of the Work under this SOW shall emphasize tasks such as:

1.1.2.3.1.1. Support services for ongoing operations and maintenance of the MIDA Integration Platform.

1.1.2.3.1.2. Completion of the 233 Interfaces identified in Exhibit H to integrate existing and new MES Modules into the MIDA Integration Platform and across the MES Ecosystem.

1.1.2.3.1.3. Ongoing technical and Consultative Support Services, including the execution and enforcement of the established standards and best practices.

## 1.2. General Requirements

- 1.2.1. Unless otherwise specified, references to “Section” in this Exhibit B refer to sections within Exhibit B.
- 1.2.2. The Contractor shall utilize the approved project issue and risk management processes to notify the Department’s Contract Manager or designee when an issue arises that affects or impacts the terms and conditions set forth in this Contract (Contract Term or Condition Notification).
  - 1.2.2.1. The Contractor shall comply with the MIDA Project Schedule dates and the processes and procedures set forth in the Department-approved DEL 1.2 Project Management Plan, unless both Parties agree to modify the MIDA Project Schedule or DEL 1.2 Project Management Plan.
- 1.2.3. The Contractor shall work with the Department to implement or otherwise perform all tasks, obligations, and responsibilities set forth through the defined Risk and Issue Management Plan.
- 1.2.4. The Parties intend that each Plan, Document, or other Deliverable or Work Component shall contain: the Contractor’s tasks, State’s tasks, obligations, responsibilities, and a schedule. The Deliverable or Work Component shall be approved by the Department; and those Deliverables’ or Work Components’ identified tasks, obligations, and responsibilities shall be incorporated into this Contract.
- 1.2.5. The Contractor shall communicate directly and in a transparent manner with the Department during the Term of this Contract.
- 1.2.6. The Contractor shall meet or exceed all operations quality standards as set forth in the Service Level Agreements (SLAs) identified in this Contract throughout the Term of this Contract.
  - 1.2.6.1. The Contractor is responsible for providing network configurations for the MES Vendors to MIDA Integration Platform.
- 1.2.7. The Contractor shall apply a continuous security-focused and adaptive development approach to operations and enhancements, providing a solution focused on State and federal rules and regulations.
- 1.2.8. The Contractor shall work with the Department’s Contract Manager or designee on Contract monitoring of Contract responsibilities and performance standards throughout the Term of this Contract to ensure Contract requirements are met.
- 1.2.9. General Requirements for Meetings
  - 1.2.9.1. If directed by the Department, the Contractor shall create and submit to the Department for review and approval:
    - 1.2.9.1.1. The processes the Contractor will use to maintain Meeting Minutes.
    - 1.2.9.1.2. The processes the Contractor will use to maintain Meeting Records.
    - 1.2.9.1.3. Documents to support the SDLC.
    - 1.2.9.1.4. Any other documents related to the scheduled meetings.
  - 1.2.9.2. The Contractor shall create and deliver the Meeting Agenda to the Department and all other meeting attendees.

- 1.2.9.2.1. WORK COMPONENT: Meeting Agenda (Reference: part of DEL 2.2/3.1 Program & Project Management Report (Monthly))
- 1.2.9.2.2. DUE: At least 24 hours before the meeting is scheduled to begin
- 1.2.9.3. The Contractor shall take Meeting Minutes and retain Meeting Records for all meetings the Contractor has with the Department or the Department's Medicaid Enterprise Solution (MES) Vendors. The Contractor shall create and maintain a MIDA Project Repository (*see* Section 1.4.1.3.) in which all Meeting Minutes and Meeting Records are stored.
- 1.2.9.3.1. WORK COMPONENT: Meeting Minutes and Meeting Records (Reference: part of DEL 2.2/3.1 Program & Project Management Report (Monthly))
- 1.2.9.3.2. DUE: No later than the 5:00 p.m. Mountain Standard Time or Mountain Daylight Time, as applicable, on the business day after the meeting occurs.
- 1.2.9.4. As-Needed Meetings
- 1.2.9.4.1. As requested by the Department, the Contractor and the Department shall meet as needed (As-Needed Meetings).
- 1.2.9.4.2. As-needed meetings shall be conducted either in person or virtually, as approved in advance by the Department.
- 1.2.9.4.2.1. The Department will provide to the Contractor Google access as needed, or another platform in the Department's sole discretion, to facilitate virtual meetings and for other purposes as defined by the Department.
- 1.2.9.4.2.2. The Parties shall hold meetings, including in person or virtual meetings, at times and locations agreed upon by the Parties.
- 1.2.9.4.3. The Contractor shall ensure that the Contractor's 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.
- 1.2.9.5. Project Status Meetings
- 1.2.9.5.1. The Contractor shall attend, facilitate, and participate, as mutually agreed upon by the Parties, in Project Status Meetings with the Department, MES Vendors, or any combination thereof.
- 1.2.9.5.2. The Contractor shall provide guidance and advice to participants in the Project Status Meetings regarding the enforcement of Department-defined MES Standards.
- 1.2.10. Work with the Department's MES Vendors
- 1.2.10.1. The Contractor shall build effective working relationships with the Department's MES Vendors to which the Department awarded or awards other MES contracts.
- 1.2.10.1.1. The Contractor shall utilize strategies to understand each MES Vendor's product.
- 1.2.10.1.2. The Contractor shall aid the Department in achieving the Department's strategic MIDA goals with minimal to no disruption to services.
- 1.2.10.1.3. The Contractor shall support the Department to manage the Department's MES Vendors.

- 1.2.10.1.3.1. The Contractor shall coordinate and provide the integration activities associated with the Department's MES Vendors' solution implementation plans by performing the following activities:
  - 1.2.10.1.3.1.1. Identifying Issues and concerns affecting the MES Ecosystem Integration.
  - 1.2.10.1.3.1.2. API provisioning.
  - 1.2.10.1.3.1.3. API Portal testing and training.
  - 1.2.10.1.3.1.4. MES ASC X12, Interface, batch, and Integration submissions.
  - 1.2.10.1.3.1.5. MES data validation.
  - 1.2.10.1.3.1.6. MES data conversion management.
  - 1.2.10.1.3.1.7. MES end-to-end testing.
  - 1.2.10.1.3.1.8. Alignment to the CMS Testing Guidance Framework.
  - 1.2.10.1.3.1.9. Integrated Project Schedule.
- 1.2.10.1.3.2. The Contractor shall create, maintain, and manage the Integration and API Risk, Issues, decisions, and Action Items log in compliance with the Master Project Management Plan and with the participation of the MES Vendors.
- 1.2.10.1.3.3. The Contractor shall work with the MES Vendors to develop plans to resolve the Issues and concerns that the Contractor identifies as affecting the MES Module Integration and API activities. Work will be performed by the Contractor, the Department, and MES Vendors, as applicable, according to the issue resolution and/or risk management processes as defined in the Risk and Issue Management Plan.
- 1.2.10.1.4. During the Term of this Contract, the Contractor shall conduct an Initial Impact Assessment defined in the MES Modernization Program Gap Analysis Document.
  - 1.2.10.1.4.1. The Initial Impact Assessment defined in the MES Modernization Program Gap Analysis Document shall include all of the following:
    - 1.2.10.1.4.1.1. Review new MES Module solutions.
    - 1.2.10.1.4.1.2. Identify and prioritize MES Module Issues as defined in Section 4.1.
    - 1.2.10.1.4.1.3. Analyze and identify impacts of identified Issues.
    - 1.2.10.1.4.1.4. Develop plans with the Department and impacted MES Vendors to assist with issue resolution.
    - 1.2.10.1.4.1.5. Define process for onboarding new MES Modules.
    - 1.2.10.1.4.1.6. Perform impact analysis for changes, scheduling, and implementing MES Modules.
  - 1.2.10.1.4.2. WORK COMPONENT: Initial Impact Assessment (Reference: part of DEL 1.3 MES Modernization Program Gap Analysis)
  - 1.2.10.1.4.3. DUE: As identified in Section 1.3.
- 1.2.10.1.5. The Contractor shall develop an MES Modernization Program Gap Analysis Document.

- 1.2.10.1.5.1. The MES Modernization Program Gap Analysis Document shall include all of the following:
- 1.2.10.1.5.1.1. The Contractor shall perform an evaluation of the Contractor's proposed Enterprise Service Bus (ESB) function to identify and select the technology that represents the best fit available for the Department's business needs for this Project.
- 1.2.10.1.5.1.2. Analyses of observations and data obtained during the Contractor's MES Modernization Program Gap Analysis.
- 1.2.10.1.5.1.3. Recommendations for improvements.
- 1.2.10.1.5.1.4. The Contractor shall deliver the MES Modernization Program Gap Analysis Document to the Department for review and approval. The Contractor shall not execute activities within the MES Modernization Program Gap Analysis Document prior to the Department's approval of that document.
- 1.2.10.1.5.2. DELIVERABLE: MES Modernization Program Gap Analysis (Reference: DEL 1.3 MES Modernization Program Gap Analysis)
- 1.2.10.1.5.3. DUE: As identified in Section 1.3.
- 1.2.10.1.5.4. The Contractor shall plan, communicate, and facilitate a Review Meeting of the MES Modernization Program Gap Analysis Document to the Department and MES Vendors.
- 1.2.10.1.5.5. The Contractor shall review, update, and submit a New MES Modernization Program Gap Analysis Document for Department review and approval for each MES Module that will be integrated into the MES.
- 1.2.10.1.5.5.1. The Contractor shall deliver each New MES Modernization Program Gap Analysis Document to the Department for review and approval. The Contractor shall not execute activities within any MES Modernization Program Gap Analysis Document prior to the Department's approval of that document.
- 1.2.10.1.5.5.1.1. WORK COMPONENT: New MES Modernization Program Gap Analysis (Reference: part of DEL 2.7/3.8 MES Modernization Roadmap Re-Baseline)
- 1.2.10.1.5.5.1.2. DUE: Not later than 60 days after the start of each new MES Vendor's Contract Effective Date

### 1.3. Deliverables and Work Components Due Dates

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

DELIVERABLES	DATE DUE TO THE DEPARTMENT
DEL 1.1 Project Plan & Schedule, including the following Work Components:	Not later than 60 Business Days after the Effective Date



<p>Work Component: ADO Specifications Requirement Review and Validation Session Meeting</p> <p>Work Component: Schedule Development and Maintenance Procedures Document</p> <p>Work Component: Integrated Project Schedule</p> <p>Work Component: MIDA Project Schedule</p> <p>Work Component: Kickoff Meeting Agenda &amp; Materials</p>	
<p>DEL 1.2 Project Management Plan (PMP), including the following Work Components:</p> <p>Work Component: Deliverable Management Tracking Document</p> <p>Work Component: Communications Management Plan</p> <p>Work Component: Documentation Management Plan</p> <p>Work Component: Resource Management Plan and Organizational Structure</p> <p>Work Component: Risk and Issue Management Plan</p> <p>Work Component: Scope Management Plan</p> <p>Work Component: MES Change Management and PCCB Plan</p> <p>Work Component: Deliverable Expectations Document</p> <p>Work Component: Quality Management Plan</p> <p>Work Component: Background Check Attestation</p> <p>Work Component: Staff Resource Plan</p> <p>Work Component: Revised Staff Resource Plan</p> <p>Work Component: Personnel Transition Document</p>	<p>Not later than 60 Business Days after the Effective Date</p>

<p>Work Component: All current professional licensure and certification documentation as specified for Key Personnel and Other Personnel</p> <p>Work Component: Subcontractor Information</p>	
<p>DEL 1.3 MES Modernization Program Gap Analysis, including the following Work Component:</p> <p>Work Component: Initial Impact Assessment</p>	As the due date for this Deliverable is identified in the MIDA Project Schedule
<p>DEL 1.4 MES Modernization Roadmap, including the following Work Component:</p> <p>Work Component: Initial Impact Assessment</p>	As the due date for this Deliverable is identified in the MIDA Project Schedule
<p>DEL 1.5 MES Integrated Enterprise Architecture, including the following Work Component:</p> <p>Work Component: IAM Plan</p>	As the due date for this Deliverable is identified in the MIDA Project Schedule
<p>DEL 1.6 MES Integrated Enterprise Data Model, including the following Work Components:</p> <p>Work Component: Data Dictionary Control Document</p> <p>Work Component: Mapping Documents</p> <p>Work Component: MES Conceptual Data Model</p>	As the due date for this Deliverable is identified in the MIDA Project Schedule
<p>DEL 1.7 Data Integration Services Design &amp; Plan, including the following Work Components:</p> <p>Work Component: MES Interface Style Guide</p> <p>Work Component: MIDA ICD</p>	As the due date for this Deliverable is identified in the MIDA Project Schedule
<p>DEL 1.8 Operations Plan, including the following Work Components:</p> <p>Work Component: Operational Readiness Assessment Document</p> <p>Work Component: Final Operational Readiness Assessment Document</p>	As the due date for this Deliverable is identified in the MIDA Project Schedule

<p>Work Component: MIDA Implementation Plan</p> <p>Work Component: MIDA Operations and Maintenance Plan</p> <p>Work Component: Contract Turnover Plan</p> <p>Work Component: MES Configuration Management Plan</p>	
<p>DEL 1.9 Centers for Medicare and Medicaid Services (CMS) Certification Plan, including the following Work Components:</p> <p>Work Component: CMS Certification Management Plan for each MES Module</p> <p>Work Component: Certification Support</p>	As the due date for this Deliverable is identified in the MIDA Project Schedule
<p>DEL 1.10 MIDA Governance Policies &amp; Plan, including the following Work Components:</p> <p>Work Component: MES Governance Plan</p> <p>Work Component: Board and Council Charters</p> <p>Work Component: Processes and Procedures Document</p>	As the due date for this Deliverable is identified in the MIDA Project Schedule
<p>DEL 1.11 Data Quality Management &amp; Plan, including the following Work Components:</p> <p>Work Component: Data Conversion Management Plan</p> <p>Work Component: Data Conversion Plans</p>	As the due date for this Deliverable is identified in the MIDA Project Schedule
<p>DEL 1.12 System Security Framework &amp; Plan, including the following Work Component:</p> <p>Work Component: System Security Framework &amp; Plan</p>	As the due date for this Deliverable is identified in the MIDA Project Schedule
<p>DEL 1.13 Requirements Management Strategy, including the following Work Components:</p> <p>Work Component: Requirements Management Strategy</p>	As the due date for this Deliverable is identified in the MIDA Project Schedule

Work Component: MES Requirements Management Plan for each MES Module	
DEL 1.14 Business Continuity and Disaster Recovery (BC/DR) Plan, including the following Work Component:  Work Component: Initial Business Continuity and Disaster Recovery Plan Affirmation	As the due date for this Deliverable is identified in the MIDA Project Schedule
DEL 1.15 Organizational Change Management Plan, including the following Work Component:  Work Component: Organizational Change Management (OCM) Plan	As the due date for this Deliverable is identified in the MIDA Project Schedule
DEL 1.16 Test Management Plan, including the following Work Component:  Work Component: MES Master Testing Strategy and Management Plan (including Defect Management)	As the due date for this Deliverable is identified in the MIDA Project Schedule
DEL 1.17 Requirements Traceability Matrix (RTM), including the following Work Components:  Work Component: Initial RTM  Work Component: ADO Specifications	As the due date for this Deliverable is identified in the MIDA Project Schedule
DEL 2.1 MES Integration Platform MVP, including the following Work Components:  Work Component: ODS  Work Component: Consent Contract  Work Component: Production Ready MIDA Integration Platform	As the due date for this Deliverable is identified in the MIDA Project Schedule
DEL 2.2/3.1 Program & Project Management Report (Monthly), including the following Work Components:  Work Component: Meeting Agenda  Work Component: Meeting Minutes and Meeting Records  Work Component: Weekly Project Status Report  Work Component: Monthly Contract Management Report	As the due date for this Deliverable is identified in the MIDA Project Schedule

<p>Work Component: Monthly System Performance Availability Report</p> <p>Work Component: Monthly Staffing Report</p> <p>Work Component: Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel position during a voluntary change</p> <p>Work Component: Name(s), resume(s) and references for the persons(s) replacing anyone in a Key Personnel position who leaves employment with Contractor</p>	
<p>DEL 2.3/3.2 Technical Support Services Report (Monthly), including the following Work Components:</p> <p>Work Component: Requested Estimates</p> <p>Work Component: Solicitation Information</p> <p>Work Component: Written Solicitation Recommendations</p>	As the due date for this Deliverable is identified in the MIDA Project Schedule
<p>DEL 2.4/3.3 MIDA Governance Meetings, including the following Work Component:</p> <p>Work Component: ARB, PCCB, Enterprise Governance Council Meetings</p>	As the due date for this Deliverable is identified in the MIDA Project Schedule
<p>DEL 2.5/3.4 Consultative Support Services Report (Monthly), including the following Work Components:</p> <p>Work Component: Requested Estimates</p> <p>Work Component: Solicitation Information</p> <p>Work Component: Written Solicitation Recommendations</p>	As the due date for this Deliverable is identified in the MIDA Project Schedule
<p>DEL 2.6 API Backlog Definition &amp; Prioritization, including the following Work Component:</p> <p>Work Component: Updated RTM for each MES Module's integration requirements</p>	As the due date for this Deliverable is identified in the MIDA Project Schedule
<p>DEL 2.7/3.8 Quarterly MES Modernization Roadmap Re-Baseline,</p>	As the due date for this Deliverable is identified in the MIDA Project Schedule

<p>including the following Work Components:</p> <p>Work Component: New MES Modernization Program Gap Analysis</p> <p>Work Component: Quarterly MES Modernization Roadmap Re-Baseline</p> <p>Work Component: Annual Business Continuity and Disaster Recovery Plan Affirmation</p>	
<p>DEL 3.5 MES Modular Integration Services, including the following Work Components:</p> <p>Work Component: Operational Readiness Review Meetings</p> <p>Work Component: Test Results</p>	As the due date for this Deliverable is identified in the MIDA Project Schedule
<p>DEL 3.6 MES Integration Platform Operations and Maintenance (O&amp;M), including the following Work Components:</p> <p>Work Component: CISP Attestation (Initial and Annual)</p> <p>Work Component: HHS Attestation (Initial and Annual)</p> <p>Work Component: Notification</p> <p>Work Component: Help Desk Management Plan</p> <p>Work Component: Help Desk Metrics Report</p> <p>Work Component: Preliminary RCA</p> <p>Work Component: Resolution Plan</p> <p>Work Component: Final Production Incident Report</p> <p>Work Component: Notice of a Priority 1 Production Incident</p> <p>Work Component: Notice of a Priority 2 Production Incident</p> <p>Work Component: Notice of a Priority 3 Production Incident</p>	As the due date for this Deliverable is identified in the MIDA Project Schedule

Work Component: Completed Contractor Suspected Fraud Written Notice Form	
DEL 3.7 Integration Platform O&M Training, including the following Work Components:  Work Component: Survey Results  Work Component: Training Materials	As the due date for this Deliverable is identified in the MIDA Project Schedule

- 1.3.2. The Contractor shall deliver to the Department all Work Components designated in this Contract as being part of a specific Deliverable on the due date listed herein for the Deliverable of which each Work Component is a part.
- 1.3.2.1. To the extent that a Work Component is identified in this Contract but is not identified as comprising part of a Deliverable listed herein, the Work Component shall be due on the date identified in this Contract or, in the alternative, the Work Component's due date shall be identified in the MIDA Project Schedule.
- 1.3.3. To the extent that a Work Component reflects a due date unique to the Work Component or different from a referenced Deliverable, the unique or different due date associated with the Work Component identified in this Contract shall control.
- 1.4. Project Management
- 1.4.1. Project Management General Information and Requirements
- 1.4.1.1. The Contractor shall work with the Department to provide access to the Department's existing and necessary Enterprise-level Project Management plans, processes, standards, and templates.
- 1.4.1.1.1. The Contractor shall collaborate and cooperate in working with the Department's Enterprise Project Management Office (EPMO) and provide recommendations to improve EPMO processes and efficiencies. *See* Section 1.5.1.1.1.
- 1.4.1.2. The Contractor shall comply with all Department EPMO standards, protocols, and Project-specific procedures, which the Department will communicate to the Contractor with respect to all Project Management activities conducted or undertaken under this Contract.
- 1.4.1.3. The Contractor shall work with the EPMO to establish the MIDA Project Repository.
- 1.4.1.3.1. The Contractor shall define the file structure within the MIDA Project Repository to use for all Project documents and Project Artifacts.
- 1.4.1.3.2. All Project documents, including draft documents and Work Products, and Project Artifacts shall be saved in the MIDA Project Repository.
- 1.4.1.3.3. The Contractor shall provide access to approved Department Users, as defined by the Department and communicated to the Contractor, to the MIDA Project Repository on demand.
- 1.4.2. Master Project Management Plan (PMP)

- 1.4.2.1. The Contractor shall create and maintain a Master Project Management Plan that contains, at minimum, the following Work Components within the Master Project Management Plan:
  - 1.4.2.1.1. Deliverable Management Tracking.
  - 1.4.2.1.2. Schedule Development and Maintenance Procedures.
  - 1.4.2.1.3. Communications Management Plan.
  - 1.4.2.1.4. Documentation Management Plan.
  - 1.4.2.1.5. Resource Management Plan and Organizational Structure.
  - 1.4.2.1.6. Risk and Issue Management Plan.
  - 1.4.2.1.7. Scope Management Plan.
  - 1.4.2.1.8. MES Change Management and Priority Change Control Board Plan.
  - 1.4.2.1.9. Deliverable Expectations Document (DED) for the following Deliverables:
    - 1.4.2.1.9.1. DEL 1.2 PMP.
    - 1.4.2.1.9.2. DEL 1.3 MES Modernization Program Gap Analysis.
    - 1.4.2.1.9.3. DEL 1.4 MES Modernization Roadmap.
    - 1.4.2.1.9.4. DEL 1.5 MES Integrated Enterprise Architecture.
    - 1.4.2.1.9.5. DEL 1.6 MES Integrated Enterprise Data Model.
    - 1.4.2.1.9.6. DEL 1.7 Data Integration Services Design & Plan.
    - 1.4.2.1.9.7. DEL 1.8 Operations Plan.
    - 1.4.2.1.9.8. DEL 1.9 CMS Certification Plan.
    - 1.4.2.1.9.9. DEL 1.10 MIDA Governance Policies & Plan.
    - 1.4.2.1.9.10. DEL 1.11 Data Quality Management & Plan.
    - 1.4.2.1.9.11. DEL 1.12 System Security Framework & Plan.
    - 1.4.2.1.9.12. DEL 1.13 Requirements Management Strategy.
    - 1.4.2.1.9.13. DEL 1.14 BC/DR Plan.
    - 1.4.2.1.9.14. DEL 1.15 Organizational Change Management Plan.
    - 1.4.2.1.9.15. DEL 1.16 Test Management Plan.
    - 1.4.2.1.9.16. DEL 2.2/3.1 Program and Project Management Report (Monthly).
    - 1.4.2.1.9.17. DEL 2.3/3.2 Technical Support Services Report (Monthly).
    - 1.4.2.1.9.18. DEL 2.5/3.4 Consultative Support Services Report (Monthly).
    - 1.4.2.1.9.19. DEL 3.7 Integration Platform O&M Training.
- 1.4.2.2. All Work Components of the Master Project Management Plan are set forth in detail below within this Section 1.4.2.
- 1.4.2.3. The Contractor may create and maintain additional Work Components of the Master Project Management Plan if needed and as mutually agreed upon by the Parties.



- 1.4.2.4. The Contractor shall integrate industry standards and best practices, according to the Project Management Body of Knowledge (PMBOK) and Scaled Agile Framework (SAFe).
- 1.4.2.4.1. The Contractor shall deliver the Master Project Management Plan to the Department for review and approval. The Contractor shall not use any part or Work Component of the Master Project Management Plan prior to the Department's approval of that part or Work Component, unless the Department has provided its contingent approval of any part or Work Component of the Master Project Management Plan.
- 1.4.2.4.1.1. DELIVERABLE: Master Project Management Plan (Reference: DEL 1.2 PMP)
- 1.4.2.4.1.2. DUE: As set forth in Section 1.3.
- 1.4.2.5. Deliverable Management Tracking
- 1.4.2.5.1. The Contractor shall develop a Deliverable Management Tracking Document to define processes and maintenance procedures for the review and approval of all Project Deliverables.
- 1.4.2.5.1.1. The Deliverable Management Tracking Document shall include, at a minimum, all of the following:
  - 1.4.2.5.1.1.1. The Contractor's Deliverables management approach.
  - 1.4.2.5.1.1.2. The definition of timely submissions, including review and approval of Project Deliverables.
  - 1.4.2.5.1.1.3. The process by which the Contractor tracks Deliverables.
  - 1.4.2.5.1.1.4. Version control and tracking of Deliverables.
  - 1.4.2.5.1.1.5. Quality assurance.
  - 1.4.2.5.1.1.6. EPMO feedback and recommendations coordination process.
  - 1.4.2.5.1.1.7. The Department's approval and written signoff of Deliverables.
  - 1.4.2.5.1.1.8. Change control procedures.
  - 1.4.2.5.1.1.9. The identification of changes, as applicable.
  - 1.4.2.5.1.1.10. The identification of when the information contained in the Deliverable Management Tracking Document will be implemented.
- 1.4.2.5.1.2. WORK COMPONENT: Deliverable Management Tracking Document (Reference: part of DEL 1.2 PMP)
- 1.4.2.5.1.3. DUE: As identified in Section 1.3.
- 1.4.2.6. Schedule Development and Maintenance Procedures
- 1.4.2.6.1. The Contractor shall develop Schedule Development and Maintenance Procedures.
- 1.4.2.6.1.1. The Schedule Development and Maintenance Procedures shall include, at a minimum, all of the following:
  - 1.4.2.6.1.1.1. The Contractor's approach to developing the Integrated Project Schedule.
  - 1.4.2.6.1.1.2. The Contractor's approach to developing the MIDA Project Schedule.

- 1.4.2.6.1.1.3. The Contractor's approach to complying with EPMO schedule maintenance procedures in relation to all MES Modules.
- 1.4.2.6.1.1.4. The Contractor's process to train, coordinate, and monitor the other MES Vendors for compliance.
- 1.4.2.6.1.1.5. Information regarding the implementation of the activities contained in the Schedule Development and Maintenance Procedures.
- 1.4.2.6.1.2. The Contractor shall develop PMBOK-based and PMBOK-compliant Schedule Development and Maintenance Procedures for the development and maintenance of the Integrated Project Schedule and the MIDA Project Schedule to be utilized to validate the accuracy and timing of the progress of the Project.
- 1.4.2.6.1.3. The Contractor shall develop, publish to the MIDA Project Repository, and train other schedule development Stakeholders, such a MES Vendors, in the Department-approved Schedule Development and Maintenance Procedures.
- 1.4.2.6.1.4. The Contractor shall apply the Department-approved Schedule Development and Maintenance Procedures to assure the proper development and maintenance of the MIDA Project Schedule.
- 1.4.2.6.1.5. WORK COMPONENT: Schedule Development and Maintenance Procedures Document (Reference: part of DEL 1.1 Project Plan & Schedule)
- 1.4.2.6.1.6. DUE: As identified in Section 1.3.
- 1.4.2.7. Communications Management Plan
  - 1.4.2.7.1. The Contractor shall deliver to the Department for review and approval a Communications Management Plan.
    - 1.4.2.7.1.1. At a minimum, the Communications Management Plan shall include all of the following:
      - 1.4.2.7.1.1.1. General communication protocols.
      - 1.4.2.7.1.1.2. General management processes.
      - 1.4.2.7.1.1.3. The Contractor's approach to meeting the communication requirements throughout the Term of the Contract.
      - 1.4.2.7.1.1.4. The Contractor's approach to maintaining telephone and email contact with the Department's assigned Division Director and other designated Department Staff on at least a weekly basis throughout the Term of the Contract.
      - 1.4.2.7.1.1.5. The Contractor's approach to maintaining daily contact with the Department's EPMO during critical transition and operational readiness phases, as appropriate.
      - 1.4.2.7.1.1.6. Identification of compliance with PMBOK standards.
      - 1.4.2.7.1.1.7. Identification of the purpose or goals of the Communications Management Plan.
      - 1.4.2.7.1.1.8. Identification of information that will be shared with Stakeholders.
      - 1.4.2.7.1.1.9. Plan to share information with Stakeholders, including the frequency.

- 1.4.2.7.1.1.10. For decision management, the strategy for how the Contractor shall distribute a Project decision log to the Department and MES Vendors.
- 1.4.2.7.1.1.10.1. The decision log shall track key decisions that may have an MES impact or Project impact.
- 1.4.2.7.1.1.10.2. At a minimum, the decision log must include the date, description, rationale, alternatives, expected impact, contributors, and approval signature.
- 1.4.2.7.1.1.11. An identification of:
  - 1.4.2.7.1.1.11.1. The Project Stakeholders and their roles.
  - 1.4.2.7.1.1.11.2. The frequency and breadth of communications between the Contractor and the Department, Existing Vendors, and the Department's MES Vendors.
  - 1.4.2.7.1.1.11.3. The method of communications between the Contractor and the Department, Existing Vendors, and the Department's MES Vendors.
  - 1.4.2.7.1.1.11.4. The individuals responsible for the Contractor's communications, including the identification of valid and after-hour contact information.
  - 1.4.2.7.1.1.11.5. 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.
- 1.4.2.7.1.1.12. Identification of software emergency patch communication procedures and processes and a timeframe for software emergency patches.
  - 1.4.2.7.1.1.12.1. The Contractor shall apply software emergency patches within the timeframe identified and approved in the Communications Plan.
  - 1.4.2.7.1.1.12.2. The Contractor shall provide written notification to the Department and affected MES Vendors regarding all software emergency patches.
  - 1.4.2.7.1.1.12.3. The software emergency patch notification shall identify the nature of the software emergency patch that must be applied and the process the Contractor and any MES Vendor, if applicable, shall use to implement the software emergency patch.
- 1.4.2.7.1.1.13. Identification of when the Communications Management Plan will be implemented.
- 1.4.2.7.1.2. **WORK COMPONENT:** Communications Management Plan (Reference: part of DEL 1.2 PMP)
- 1.4.2.7.1.3. **DUE:** As identified in Section 1.3.
- 1.4.2.7.2. The Contractor shall comply with the following obligations and requirements set forth in the approved Communications Management Plan or Revised Communications Management Plan among Stakeholders, Department Staff, MES Department Contacts, and MES Vendors throughout the Term of the Contract:
  - 1.4.2.7.2.1. Communication protocols.
  - 1.4.2.7.2.2. Management processes.

#### 1.4.2.8. Documentation Management Plan

1.4.2.8.1. The Contractor shall develop a Documentation Management Plan.

1.4.2.8.1.1. The Documentation Management Plan shall include, at a minimum, all of the following:

1.4.2.8.1.1.1. Approach to support Project continuity.

1.4.2.8.1.1.2. Retention period for document reference and retrieval.

1.4.2.8.1.1.3. Process for the Department to use for purposes of retrieving documents.

1.4.2.8.1.1.4. Knowledge repository for Project-related documents.

1.4.2.8.1.1.5. Document management standards, procedures, processes, and tools.

1.4.2.8.1.1.6. Adherence to the Centers for Medicaid and Medicare Services (CMS) Documentation Standard.

1.4.2.8.1.1.7. Maintenance of a MIDA Project Repository throughout the Term of the Contract.

1.4.2.8.1.1.8. Approach to establishing the MIDA Project Repository.

1.4.2.8.1.1.9. The identification of when the information contained in the Documentation Management Plan will be implemented.

1.4.2.8.1.2. WORK COMPONENT: Documentation Management Plan (Reference: part of DEL 1.2 PMP)

1.4.2.8.1.3. DUE: As identified in Section 1.3.

#### 1.4.2.9. Resource Management Plan and Organizational Structure

1.4.2.9.1. The Contractor shall develop a Resource Management Plan and Organizational Structure.

1.4.2.9.1.1. The Resource Management Plan and Organizational Structure shall include, at a minimum, all of the following:

1.4.2.9.1.1.1. Information relating to the Contractor's Subcontractors, as set forth in Exhibit E, Sections 2.3.4-2.3.4.4.2.

1.4.2.9.1.1.2. Position descriptions and titles.

1.4.2.9.1.1.3. Required education, training, licensure, and certification for all identified positions.

1.4.2.9.1.1.4. Required experience for all identified positions.

1.4.2.9.1.1.5. Specific skills or knowledge required to fulfill the described positions.

1.4.2.9.1.1.6. Percent each position is allocated to this Contract.

1.4.2.9.1.1.7. The Contractor's approach to human resource management and management of staffing requirements.

1.4.2.9.1.1.8. The Contractor's process for resource planning and reporting, including the identification of current staffing levels and staffing needs for the Work.

- 1.4.2.9.1.1.9. The identification of any Personnel vacancies among Key Personnel and Other Personnel.
- 1.4.2.9.1.1.10. The identification of when the information contained in the Resource Management Plan and Organizational Structure will be implemented.
- 1.4.2.9.1.2. WORK COMPONENT: Resource Management Plan and Organizational Structure (Reference: part of DEL 1.2 PMP)
- 1.4.2.9.1.3. DUE: As identified in Section 1.3.
- 1.4.2.10. Risk and Issue Management Plan
  - 1.4.2.10.1. The Contractor shall develop a Risk and Issue Management Plan.
    - 1.4.2.10.1.1. The Risk and Issue Management Plan shall include, at a minimum, all of the following:
      - 1.4.2.10.1.1.1. The ways in which the Contractor identifies Risks and Issues.
      - 1.4.2.10.1.1.2. The ways in which the Contractor analyzes Risks and Issues.
      - 1.4.2.10.1.1.3. The ways in which the Contractor mitigates Risks and Issues.
      - 1.4.2.10.1.1.4. The ways in which the Contractor manages realized Risks as an Issue.
      - 1.4.2.10.1.1.5. The ways in which the Contractor monitors and communicates Risks and Issues to the Department and, as applicable, to other Department Stakeholders.
      - 1.4.2.10.1.1.6. The solutions the Contractor utilizes to address identified Risks and Issues.
      - 1.4.2.10.1.1.7. After communicating with the Department's MES Vendors, descriptions of the Risk response plan for each MES Module that shall identify:
        - 1.4.2.10.1.1.7.1. The Risks that should be avoided.
        - 1.4.2.10.1.1.7.2. The Risks that should be transferred.
        - 1.4.2.10.1.1.7.3. The Risks that should be mitigated.
        - 1.4.2.10.1.1.7.4. The Risks that should be accepted.
    - 1.4.2.10.1.1.8. After communicating with MES Vendors, descriptions of the Issue Resolution Plan for each Issue.
    - 1.4.2.10.1.1.9. Microsoft Project Web App (PWA) maintenance procedures.
    - 1.4.2.10.1.1.10. The identification of when the information contained in the Risk and Issue Management Plan will be implemented.
  - 1.4.2.10.1.2. WORK COMPONENT: Risk and Issue Management Plan (Reference: part of DEL 1.2 PMP)
  - 1.4.2.10.1.3. DUE: As identified in Section 1.3.
- 1.4.2.11. Scope Management Plan
  - 1.4.2.11.1. The Contractor shall develop a Scope Management Plan.
    - 1.4.2.11.1.1. The Scope Management Plan shall include, at a minimum, all of the following:
      - 1.4.2.11.1.1.1. Approach to confirm Project requirements are clearly defined and managed.

- 1.4.2.11.1.1.2. Approach to the Change Management process.
- 1.4.2.11.1.1.3. Scope of the control process.
- 1.4.2.11.1.1.4. Process to monitor and measure scope performance compared to the scope baseline and Project schedule.
- 1.4.2.11.1.1.5. Process to report and communicate in writing the Project scope to MES Vendors and the Department.
- 1.4.2.11.1.1.6. The identification of when the information contained in the Scope Management Plan will be implemented.
- 1.4.2.11.1.2. WORK COMPONENT: Scope Management Plan (Reference: part of DEL 1.2 PMP)
- 1.4.2.11.1.3. DUE: As identified in Section 1.3.
- 1.4.2.12. MES Change Management and Priority Change Control Board Plan
- 1.4.2.12.1. The Contractor shall develop an MES Change Management and Priority Change Control Board (PCCB) Plan.
- 1.4.2.12.1.1. The MES Change Management and PCCB Plan shall include, at a minimum, all of the following:
  - 1.4.2.12.1.1.1. Change Request priority and severity process, including the timeframe(s) for resolution.
  - 1.4.2.12.1.1.2. Identification of the responsibility of the PCCB.
  - 1.4.2.12.1.1.3. Identification of the process the PCCB shall use with respect to:
    - 1.4.2.12.1.1.3.1. Meeting frequency.
    - 1.4.2.12.1.1.3.2. Meeting attendees, including defined roles and responsibilities.
    - 1.4.2.12.1.1.3.3. Meeting scribes.
    - 1.4.2.12.1.1.3.4. Meeting Agenda.
    - 1.4.2.12.1.1.3.5. Meeting Minutes.
    - 1.4.2.12.1.1.3.6. PCCB documentation management.
    - 1.4.2.12.1.1.3.7. The execution of PCCB decisions documented in the decision log.
  - 1.4.2.12.1.1.4. MIDA Release Notes, which shall include, at a minimum, all of the following:
    - 1.4.2.12.1.1.4.1. What is being released.
    - 1.4.2.12.1.1.4.2. Any known Issues related to the product that will be released.
    - 1.4.2.12.1.1.4.3. Anything held back from the release.
    - 1.4.2.12.1.1.4.4. Any special instructions for the release.
    - 1.4.2.12.1.1.4.5. Any other notes of import that are germane to the release.
  - 1.4.2.12.1.1.5. The identification of when the information contained in the MES Change Management and PCCB Plan will be implemented.

- 1.4.2.12.1.2. The Contractor shall maintain the MES Change Management and PCCB Plan in a searchable format.
- 1.4.2.12.1.3. WORK COMPONENT: MES Change Management and PCCB Plan (Reference: part of DEL 1.2 PMP)
- 1.4.2.12.1.4. DUE: As identified in Section 1.3.
- 1.4.2.12.1.5. WORK COMPONENT: ARB, PCCB, Enterprise Governance Council Meetings (Reference: part of DEL 2.4/3.3 MIDA Governance Meetings)
- 1.4.2.12.1.6. DUE: As identified in Section 1.3.
- 1.4.2.13. Deliverable Expectations Document (DED)
- 1.4.2.13.1. The Contractor shall develop a DED for each Deliverable, as identified in Section 1.4.2.1.9.
  - 1.4.2.13.1.1. Each DED shall, at a minimum, include all of the following:
    - 1.4.2.13.1.1.1. Traceability to all Deliverables identified in this SOW.
    - 1.4.2.13.1.1.2. Department-approved standards and format, and an outline format for all Deliverables.
    - 1.4.2.13.1.1.3. The type of document (e.g., PDF, PowerPoint, Word Document, etc.) in which each Deliverable shall be provided.
    - 1.4.2.13.1.1.4. Identification of when the information contained in the DED will be implemented.
  - 1.4.2.13.1.2. WORK COMPONENT: DED (Reference: part of DEL 1.2 PMP)
  - 1.4.2.13.1.3. DUE: As identified in Section 1.3.
- 1.4.3. Schedules
  - 1.4.3.1. Integrated Project Schedule
    - 1.4.3.1.1. The Contractor shall develop an Integrated Project Schedule.
      - 1.4.3.1.1.1. The Integrated Project Schedule shall include all of the following:
        - 1.4.3.1.1.1.1. The identification of all Project tasks and activities for all MES Modules.
        - 1.4.3.1.1.1.2. The identification of quarterly Milestones for each MES Module.
        - 1.4.3.1.1.1.3. An anticipated Deliverable deadline for the MIDA Integration Platform.
        - 1.4.3.1.1.1.4. The identification of all schedule guidelines that will be utilized to validate the accuracy of the timing and progress of the Project.
      - 1.4.3.1.1.2. The Integrated Project Schedule shall be created and maintained in PWA.
      - 1.4.3.1.1.3. The timing of the deployment of code and/or functionality after receiving the Department's approval.
      - 1.4.3.1.1.4. The timing to complete product increments from the approved design to ready-to-test.
      - 1.4.3.1.1.5. The Contractor shall deliver the Integrated Project Schedule to the Department via PWA for review and approval.

- 1.4.3.1.1.5.1. WORK COMPONENT: Integrated Project Schedule (Reference: part of DEL 1.1 Project Plan & Schedule)
- 1.4.3.1.1.5.2. DUE: As identified in Section 1.3.
- 1.4.3.2. MIDA Project Schedule
- 1.4.3.2.1. The Contractor shall develop a MIDA Project Schedule for the purpose of identifying activities for each MES Vendor and for the Contractor.
- 1.4.3.2.1.1. The MIDA Project Schedule shall include all of the following:
  - 1.4.3.2.1.1.1. The identification of tasks included in the Work set forth in the Contract for which the Contractor is responsible.
  - 1.4.3.2.1.1.2. The identification of tasks included in the Work set forth in the Contract for which the Department is responsible.
  - 1.4.3.2.1.1.3. A portfolio-level schedule that includes all Project tasks and activities.
  - 1.4.3.2.1.1.4. Schedule maintenance protocols.
  - 1.4.3.2.1.1.5. Baseline schedule dates.
  - 1.4.3.2.1.1.6. An anticipated Deliverable deadline for the MIDA Integration Platform.
- 1.4.3.2.1.2. The MIDA Project Schedule shall be created and maintained in PWA.
- 1.4.3.2.1.3. The MIDA Project Schedule shall provide information regarding adherence to all schedule guidelines necessary to validate the accuracy of timeframes.
- 1.4.3.2.1.4. The Contractor shall deliver the MIDA Project Schedule to the Department via PWA for review and approval.
- 1.4.3.2.1.4.1. WORK COMPONENT: MIDA Project Schedule (Reference: part of DEL 1.1 Project Plan & Schedule)
- 1.4.3.2.1.4.2. DUE: As identified in Section 1.3.
- 1.5. Additional Deliverables and Work Components
- 1.5.1. Project Status Reports and Meetings
- 1.5.1.1. The Contractor shall develop Weekly Project Status Reports throughout the Term of the Contract.
  - 1.5.1.1.1. Each Weekly Project Status Report shall include, at a minimum, all of the following:
    - 1.5.1.1.1.1. Current work throughout all Phases of the Contract and regarding all terms and conditions of the Contract applicable to the Work.
    - 1.5.1.1.1.2. Status of the Project schedule against the approved baseline.
    - 1.5.1.1.1.3. Contract performance, including addressing quality, scope, technical, budget, and operations requirements.
    - 1.5.1.1.1.4. Risks, Issues, and change requests.
    - 1.5.1.1.1.5. Staffing changes.
    - 1.5.1.1.1.6. Dashboard reports.



- 1.5.1.1.1.7. Written recommendations to improve EPMO processes and efficiencies, as identified and observed.
- 1.5.1.1.1.8. Identification of all Production Incidents, regardless of priority level.
- 1.5.1.1.1.9. The number of hours during which the server was available during the immediately preceding seven days.
- 1.5.1.1.1.10. The number of hours during which all applications were available during the immediately preceding seven days.
- 1.5.1.1.1.11. The number of hours attributable to unplanned MIDA Integration Platform downtime during the immediately preceding seven calendar days.
- 1.5.1.1.1.12. Other pertinent metrics related to the MIDA Integration Projects.
- 1.5.1.1.2. The Contractor shall deliver each Weekly Project Status Report to the Department for review and approval.
  - 1.5.1.1.2.1. WORK COMPONENT: Weekly Project Status Report (Reference: part of DEL 2.2/3.1 Program & Project Management Report (Monthly))
  - 1.5.1.1.2.2. DUE: 24 hours prior to a meeting between the Contractor and the Department's EPMO and MIDA Division.
- 1.5.1.2. The Contractor shall facilitate Weekly Status Meetings with the Department.
  - 1.5.1.2.1. The Weekly Status Meetings shall be conducted either in person and by telephone or video conference call, as approved in advance of the Weekly Status Meeting by the Department.
    - 1.5.1.2.1.1. The Contractor shall provide either the in-person meeting space, conference line, and virtual meeting space.
    - 1.5.1.2.1.2. The Contractor shall ensure that the Contractor's staff attend the Weekly Status Meetings that have the authority to represent and commit the Contractor with respect to Project Issues such as work planning, problem resolution, and program development.
  - 1.5.1.2.2. The Contractor shall address the Contractor's most recent and any prior Weekly Project Status Report(s) at the Weekly Status Meetings.
- 1.5.2. Contract Management Reporting
  - 1.5.2.1. The Contractor shall prepare Monthly Contract Management Report throughout the term of the Contract.
    - 1.5.2.1.1. The Monthly Contract Management Report shall include all of the following:
      - 1.5.2.1.1.1. A reconciliation of Issues, tasks, and activities identified in the current month's Weekly Project Status Reports for the purpose of identifying which Issues, tasks, and activities have been completed; how those Issues, tasks, and activities were completed; and when those Issues, tasks, and activities were completed.
      - 1.5.2.1.1.2. Identification of all Production Incidents that occurred during the month and how those Production Incidents were resolved.
      - 1.5.2.1.1.3. Metrics and measures for the tracking of data errors.

- 1.5.2.1.1.4. Any Latency issues, reflected on a per-month basis.
- 1.5.2.1.1.5. Any new items at issue that have not been identified in a Weekly Project Status Report.
- 1.5.2.1.1.6. Any items on any of the current month's Weekly Project Status Reports that remain outstanding or unresolved.
- 1.5.2.1.1.7. Activities conducted in the previous month by each functional group or unit within the Contractor's project organization.
- 1.5.2.1.1.8. The achievement of performance standards during the previous month.
- 1.5.2.1.1.9. The identification of all performance standards that the Contractor did not achieve during the previous month.
- 1.5.2.1.1.10. All changes the Contractor implemented in the previous month.
- 1.5.2.1.1.11. A projection of which Change Requests will be implemented in upcoming months.
- 1.5.2.1.1.12. Traceability of actual versus estimated resources, time, and cost associated with each change and each Change Request.
- 1.5.2.1.1.13. An application-level hardware and software change release plan and schedule.
- 1.5.2.1.1.14. Reporting on all aspects of the Contract that affect:
  - 1.5.2.1.1.14.1. Budget.
  - 1.5.2.1.1.14.2. Schedule.
  - 1.5.2.1.1.14.3. Performance scope.
  - 1.5.2.1.1.14.4. Performance quality.
  - 1.5.2.1.1.14.5. Risk.
  - 1.5.2.1.1.14.6. Issues.
  - 1.5.2.1.1.14.7. Change Requests.
  - 1.5.2.1.1.14.8. Applicable resources.
- 1.5.2.1.1.15. Reporting on the satisfaction of or exceeding expectations related to all:
  - 1.5.2.1.1.15.1. Performance metrics, including performance availability and AWS monthly system uptime.
  - 1.5.2.1.1.15.2. SLAs.
- 1.5.2.1.1.16. A description and analysis of the Contractor's and any and all of the Contractor's Subcontractors' compliance with the Contractor's responsibilities and performance standards as set forth in this Contract.
- 1.5.2.1.1.17. Metrics and reports on all SLAs defined in the Contract to show that each SLA has been satisfied in conformity with the SLA requirement.
- 1.5.2.1.1.18. A plan for improvement related to any SLA that is not being met.
- 1.5.2.1.1.19. The identification of all hardware and software licenses and certificates for the MIDA Integration Platform.

- 1.5.2.1.1.20. Software and hardware licenses and certificates descriptions and versions.
- 1.5.2.1.1.21. The number of licenses in use, available, and in need for Authorized Users.
- 1.5.2.1.1.22. Whether the Department is compliant and in good standing with the hardware and software license vendor or owner.
- 1.5.2.1.1.23. Other activities necessary for the Department to monitor the Contractor's performance of the Work.
- 1.5.2.1.2. The Contractor shall provide access to the raw data to the Department for purposes of permitting the Department to accurately assess the Contractor's work with respect to performance metrics and SLAs.
- 1.5.2.1.3. The Contractor shall deliver the Monthly Contract Management Report to the Department for review and approval.
- 1.5.2.1.3.1. WORK COMPONENT: Monthly Contract Management Report (Reference: part of DEL 2.2/3.1 Program & Project Management Report (Monthly))
- 1.5.2.1.3.2. DUE: Not later than seven business days after the end of each calendar month
- 1.5.2.1.4. The Department reserves the right to request to meet with the Contractor to discuss the Contractor's Contract Management Report. Upon the Department's meeting request, the Department and the Contractor shall meet on a date and time that is agreeable to both Parties.
- 1.5.3. Requirements Management
  - 1.5.3.1. The Contractor shall develop an initial Requirements Management Strategy.
    - 1.5.3.1.1. The Requirements Management Strategy shall include, at a minimum, all of the following:
      - 1.5.3.1.1.1. Definition of the process of requirements management.
      - 1.5.3.1.1.2. Description of the process to capture and record business requirements for all MES and MIDA Integration Projects.
      - 1.5.3.1.1.3. Description of the process to communicate, approve, and deliver integration business requirements to the Department and MES Vendors.
      - 1.5.3.1.1.4. Identity of a baseline for the definition and analysis of the MES Requirements Management Plan.
      - 1.5.3.1.1.5. Definition of the process for documenting process flows diagram.
      - 1.5.3.1.1.6. Identity of a process to collect and validate high quality requirements.
      - 1.5.3.1.1.7. Description of a process to trace requirements throughout the SDLC.
      - 1.5.3.1.1.8. Description of a process by which to achieve alignment of Project requirements with Medicaid Information Technology Architecture (MITA) Business, Information, and Technical Architectures, or alternate preferred architectural structure approved by CMS.
      - 1.5.3.1.1.9. Identity of the online tool the Contractor will use to develop, store, and monitor Integration requirements through the Term of the Contract.

- 1.5.3.1.1.10. Identity of requirement processes the Contractor will utilize to manage requirements backlog and requirements traceability.
- 1.5.3.1.1.11. Identity of when the information contained in the Requirements Management Plan will be implemented.
- 1.5.3.1.2. WORK COMPONENT: Requirements Management Strategy (Reference: part of DEL 1.13 Requirements Management Strategy)
- 1.5.3.1.3. DUE: As identified in Section 1.3.
- 1.5.3.2. The Contractor shall utilize the Department-approved Requirements Management Strategy to develop an MES Requirements Management Plan for each MES Module that is planned to be integrated into the MIDA Integration Platform.
  - 1.5.3.2.1. The MES Requirements Management Plan for each MES Module shall comply with all requirements approved by the Department in the Requirements Management Strategy.
  - 1.5.3.2.2. WORK COMPONENT: MES Requirements Management Plan for each MES Module (Reference: part of DEL 1.13 Requirements Management Strategy)
  - 1.5.3.2.3. DUE: As identified in Section 1.3.
- 1.5.4. Requirements Traceability Matrix
  - 1.5.4.1. The Contractor shall develop a Requirements Traceability Matrix (RTM) via Azure Dev/Ops (ADO) to which the Contractor shall provide access to the Department.
    - 1.5.4.1.1. At a minimum, the RTM shall:
      - 1.5.4.1.1.1. Track progress of work to completion.
      - 1.5.4.1.1.2. Be maintained by adding, modifying, and removing requirements.
      - 1.5.4.1.1.3. Retain historic versions.
      - 1.5.4.1.1.4. Track the state (i.e., comply with the Department-approved RTM) for each technical and functional requirement, including Deliverables and Work Components.
      - 1.5.4.1.1.5. Trace to test results (e.g., SIT, UAT, etc.).
      - 1.5.4.1.1.6. Trace to Defects and their statuses (e.g., new, resolved, etc.).
      - 1.5.4.1.1.7. Be traceable to features, product releases, and release approvals.
      - 1.5.4.1.1.8. Be traceable to APIs and MES Modules.
    - 1.5.4.1.2. The Contractor shall submit an Updated RTM to the Department before executing activities within the RTM for each MES Module's Integration requirements.
    - 1.5.4.1.3. WORK COMPONENT: Initial RTM (Reference: part of DEL 1.17 Requirements Traceability)
    - 1.5.4.1.4. DUE: As identified in Section 1.3.
    - 1.5.4.1.5. WORK COMPONENT: Updated RTM for each MES Module's Integration requirements (Reference: part of DEL 2.6 API Backlog Definition & Prioritization)
    - 1.5.4.1.6. DUE: As identified in Section 1.3.

### 1.5.5. Organizational Change Management (OCM) Plan

#### 1.5.5.1. The Contractor shall develop an OCM Plan.

##### 1.5.5.1.1. At a minimum, the OCM Plan shall align to EPMO standard processes and shall include all of the following:

###### 1.5.5.1.1.1. The way in which the OCM activities will be incorporated into the MIDA Project Schedule, which will be tracked to Project completion.

###### 1.5.5.1.1.2. OCM strategies and support strategies that address, at a minimum, all of the following:

###### 1.5.5.1.1.2.1. Best practices, such as Prosci® and the Awareness, Desire, Knowledge, Ability, Reinforcement (ADKAR) model.

###### 1.5.5.1.1.2.2. Methods to evaluate effectiveness of OCM activities.

###### 1.5.5.1.1.2.3. Mentoring.

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

###### 1.5.5.1.1.2.5. Collaborative question and answer sessions.

###### 1.5.5.1.1.2.6. Leveraging role-based, hands-on training for MIDA Integration Platform and End User training on MIDA Integration Platform monitoring tools, dashboards, and reporting through the Term of the Contract.

###### 1.5.5.1.1.2.7. The identification of when information in the OCM Plan will be implemented.

##### 1.5.5.1.1.3. WORK COMPONENT: OCM Plan (Reference: part of DEL 1.15 Organizational Change Management Plan)

##### 1.5.5.1.1.4. DUE: As identified in Section 1.3.

### 1.5.6. Training Management Plan

#### 1.5.6.1. The Contractor shall develop a Training Management Plan for the MIDA Integration Platform's software and services.

##### 1.5.6.1.1. The Training Management Plan shall include, at a minimum, all of the following:

###### 1.5.6.1.1.1. Training approach.

###### 1.5.6.1.1.2. Training delivery methodologies, such as face-to-face training, online Instructor-Led Training (ILT), webinar training, or other training.

###### 1.5.6.1.1.3. Process for identifying training needs.

###### 1.5.6.1.1.4. Process for communicating and scheduling training.

###### 1.5.6.1.1.5. Training deployment.

###### 1.5.6.1.1.6. The identification of when the information in the Training Management Plan will be implemented.

##### 1.5.6.1.2. WORK COMPONENT: Training Management Plan (Reference: part of DEL 3.7 Integration Platform O&M Testing)

##### 1.5.6.1.3. DUE: As identified in Section 1.3.

### 1.5.7. MIDA Operational Readiness Plan

1.5.7.1. The Contractor shall develop a MIDA Operational Readiness Plan.

1.5.7.1.1. The Operational Readiness Plan shall include, at a minimum, all of the following:

1.5.7.1.1.1. Description of operational readiness assessment criteria.

1.5.7.1.1.2. Process for conducting a final Operational Readiness Review with the Department and MES Vendors.

1.5.7.1.1.3. A complete list all templates, tools, and procedures to be used during operational readiness activities.

1.5.7.1.1.4. The Contractor's approach to the Operational Readiness Review Meeting that addresses the Contractor's, the MIDA Integration Platform's, and the Department's readiness.

1.5.7.1.1.5. Alignment to the Department's EPMO processes, which the Department will communicate to the Contractor.

1.5.7.1.1.6. The identification of when the information contained in the MIDA Operational Readiness Plan will be implemented.

1.5.7.1.2. WORK COMPONENT: Operational Readiness Assessment Document (Reference: part of DEL 1.8 Operations Plan)

1.5.7.1.3. DUE: As identified in Section 1.3.

1.5.7.2. The Contractor shall develop a Final MIDA Operational Readiness Assessment Document for the MIDA Integration Platform and for each MES Module Interface that is integrated into the MIDA Integration Platform during the Term of the Contract. For each such MES Module Interface that is integrated into the MIDA Integration Platform, the Contractor shall update the MIDA Operational Readiness Document.

1.5.7.2.1. The Final Operational Readiness Assessment Document and any subsequent updates related to MES Module Interfaces shall include all of the following:

1.5.7.2.1.1. Results of testing and transition.

1.5.7.2.1.2. Implementation of MIDA Integration Platform improvements made as part of transition.

1.5.7.2.1.3. Risk assessment and contingency plan.

1.5.7.2.1.4. Communication and outreach process.

1.5.7.2.1.5. Assessment of the final operational readiness for each MES Module integrated into the MES Ecosystem.

1.5.7.2.1.6. The identification of when the information in the Final Operational Readiness Assessment Document will be implemented.

1.5.7.2.2. WORK COMPONENT: Final Operational Readiness Assessment Document (Reference: part of DEL 1.8 Operations Plan)

1.5.7.2.3. DUE: As identified in Section 1.3.

1.5.7.3. Operational Readiness Review Meeting

- 1.5.7.3.1. The Contractor shall develop and present to the Department Operational Readiness Review Meetings for the Department's review and approval for the purpose of identifying where the Contractor, the Department, Stakeholders, and the MES Vendors are in relation to implementing a Project, to review each Final Operational Readiness Assessment Document, and for the Department to make GO/NO GO decisions.
- 1.5.7.3.2. Each Operational Readiness Review Meeting shall consist of the Contractor conducting an operational demonstration of its MIDA Integration Platform for purposes of showing the Contractor's, MIDA Integration Platform's, and Department's operational and organizational readiness and shall consist of the Contractor conducting an operational demonstration of each MES Module that will be integrated into the MIDA Integration Platform, as applicable, including any code or functionality as identified in Section 4.4.1.
- 1.5.7.3.3. WORK COMPONENT: Operational Readiness Review Meetings (Reference: part of DEL 3.5 MES Modular Integration Services)
- 1.5.7.3.4. DUE: As identified in Section 1.3.
- 1.5.7.3.5. The Contractor shall implement or otherwise perform all tasks, obligations, and responsibilities identified during all Operational Readiness Review Meetings in conformity with the discussed objectives or parameters after obtaining the Department's approval of the tasks, obligations, and responsibilities.
- 1.5.8. MIDA Implementation Plan
  - 1.5.8.1. The Contractor shall create a MIDA Implementation Plan.
    - 1.5.8.1.1. The MIDA Implementation Plan shall include, at a minimum, all of the following:
      - 1.5.8.1.1.1. Tasks and activities for transition from DDI into Maintenance and Operations.
      - 1.5.8.1.1.2. Expectation for Stakeholders, such as the Department's MES Vendors, and the Department's personnel, for each identified role.
      - 1.5.8.1.1.3. Completion date by which the transition must be completed.
      - 1.5.8.1.1.4. Transition Milestones.
      - 1.5.8.1.1.5. Entrance and exit criteria.
      - 1.5.8.1.1.6. Schedule for transition.
      - 1.5.8.1.1.7. Production program and documentation update procedures during transition.
      - 1.5.8.1.1.8. Data conversion results.
      - 1.5.8.1.1.9. Readiness walkthrough.
      - 1.5.8.1.1.10. Parallel test procedure.
      - 1.5.8.1.1.11. Training plan and approach.
      - 1.5.8.1.1.12. Interface testing.
      - 1.5.8.1.1.13. The identification of when the information contained in the MIDA Implementation Plan will be implemented.

- 1.5.8.1.2. WORK COMPONENT: MIDA Implementation Plan (Reference: part of DEL 1.8 Operations Plan)
- 1.5.8.1.3. DUE: As identified in Section 1.3.
- 1.5.9. MIDA Operations and Maintenance Plan
- 1.5.9.1. The Contractor shall develop a MIDA Operations and Maintenance Plan that shall be executed during Maintenance and Operations, defined as the period of time after the MIDA Integration Platform goes live into Production through the end of the Term of the Contract.
- 1.5.9.1.1. The MIDA Operations and Maintenance Plan shall, at minimum, address all of the following:
  - 1.5.9.1.1.1. A MIDA Operational Documentation and Guides that shall include, at a minimum, all of the following:
    - 1.5.9.1.1.1.1. Documentation of SDLC.
    - 1.5.9.1.1.1.2. A guide that addresses MIDA Integration Platform technology and infrastructure.
    - 1.5.9.1.1.1.3. A guide that addresses operations and maintenance.
    - 1.5.9.1.1.1.4. Help Desk Management Plan that includes Help Desk activities support services.
    - 1.5.9.1.1.1.5. Job aides and desk references necessary to support MIDA team takeover of the MIDA Integration Platform's daily operations.
    - 1.5.9.1.1.1.6. Roles and responsibilities.
    - 1.5.9.1.1.1.7. A guide related to security management.
    - 1.5.9.1.1.1.8. Documentation of components and procedures so that the MIDA Integration Platform can be operated by a variety of contractors or other Users, including the Department.
  - 1.5.9.1.1.2. The Contractor's operational tasks, activities, and Workflow.
  - 1.5.9.1.1.3. Standard Operating Procedures (SOPs), as applicable, to the Operations.
  - 1.5.9.1.1.4. The process by which the Contractor shall validate that the Contractor's Project tasks and activities will comply with the SOPs, protocols, and best practices.
  - 1.5.9.1.1.5. The identification of policies and procedures, ensuring adherence to CMS Documentation Standards and Conditions, which is part of the CMS Standards and Conditions.
  - 1.5.9.1.1.6. User help guide procedures, job aides and/or desk references necessary to support the Department's Integration daily operation.
  - 1.5.9.1.1.7. A proposed implementation schedule.
  - 1.5.9.1.1.8. A tracking process for Production Incidents and Defects.
  - 1.5.9.1.1.9. A tracking process for Change Requests.
  - 1.5.9.1.1.10. Communication and the Contractor's support procedures.



- 1.5.9.1.1.11. The Contractor's and the Department's staffing roles and responsibilities.
- 1.5.9.1.1.12. For each MES Module that is identified to be integrated into the MES, the Contractor shall include, at a minimum, all of the following:
  - 1.5.9.1.1.12.1. The processes to develop and facilitate a lessons learned report among the Contractor, the Department, the Department's MES Vendors, and any Stakeholders.
  - 1.5.9.1.1.12.2. Project successes and failures.
  - 1.5.9.1.1.12.3. Evaluation metrics as approved by the Department.
  - 1.5.9.1.1.12.4. Authorized User satisfaction.
  - 1.5.9.1.1.12.5. Ongoing contingencies or problems.
  - 1.5.9.1.1.12.6. MIDA Integration Platform acceptance procedures.
  - 1.5.9.1.1.12.7. Monitoring of daily performance of the MIDA Integration Platform.
  - 1.5.9.1.1.12.8. Updates, patches, and licenses to components of the production, test, training, UAT, and all other accessible environments including but not limited to:
    - 1.5.9.1.1.12.8.1. Hardware.
    - 1.5.9.1.1.12.8.2. Operating systems.
    - 1.5.9.1.1.12.8.3. Database systems.
    - 1.5.9.1.1.12.8.4. Application and other software.
    - 1.5.9.1.1.12.8.5. Utilities for the MIDA Integration Platform, database, software, and communications.
    - 1.5.9.1.1.12.8.6. Voice, video, and data communication lines.
    - 1.5.9.1.1.12.8.7. Communications software.
    - 1.5.9.1.1.12.8.8. Drivers.
    - 1.5.9.1.1.12.8.9. Configurations.
  - 1.5.9.1.1.12.9. Plan for maintaining security on a database, network, and individual Authorized User level, including maintenance of Authorized User accounts.
  - 1.5.9.1.1.12.10. Proposed Contractor staffing model for the Maintenance and Operations Phase.
  - 1.5.9.1.1.12.11. Process for submitting operations problem reports to the Department when operational problems occur, including the following information:
    - 1.5.9.1.1.12.11.1. The nature of the problem.
    - 1.5.9.1.1.12.11.2. The expected impact of ongoing functions.
    - 1.5.9.1.1.12.11.3. A plan to correct the problem.
    - 1.5.9.1.1.12.11.4. The expected time of problem resolution.
    - 1.5.9.1.1.12.11.5. Comprehensive End User Documentation based on Authorized User roles for security provisioning.

- 1.5.9.1.1.12.11.6. For each MES Module that will be integrated into the MIDA Integration Platform, all of the following:
- 1.5.9.1.1.12.11.7. A release schedule, which shall identify minor releases and major releases.
- 1.5.9.1.1.12.11.8. A critical Defects release process test period.
- 1.5.9.1.1.12.11.9. Cutoff times.
- 1.5.9.1.1.12.11.10. A process to obtain the Department's approval prior to all releases.
- 1.5.9.1.1.12.11.11. Downtime impacts needed for deployments.
- 1.5.9.1.1.12.11.12. A roadmap that covers all Issues the Contractor foresees over a six-month period.
- 1.5.9.1.1.12.12. The identification of when the information contained in the MIDA Operations and Maintenance Plan will be implemented.
- 1.5.9.1.2. WORK COMPONENT: MIDA Operations and Maintenance Plan (Reference: part of DEL 1.8 Operations Plan)
- 1.5.9.1.3. DUE: As identified in Section 1.3.
- 1.5.10. MES Modernization Roadmap
- 1.5.10.1. The Contractor shall develop an MES Modernization Roadmap.
- 1.5.10.1.1. The MES Modernization Roadmap shall include, at a minimum, all of the following:
  - 1.5.10.1.1.1. The identification of the Department's goals and objectives for future enhancements and improvements to the MIDA Integration Platform.
  - 1.5.10.1.1.2. The ways in which the Contractor shall monitor, evaluate, and direct Project activities.
  - 1.5.10.1.1.3. An analysis of the Department's goals.
  - 1.5.10.1.1.4. A description of best practices.
  - 1.5.10.1.1.5. The identification of opportunities to accelerate Phase 2 Work activities so that Phase 1 Work activities and Phase 2 Work activities may run concurrently.
  - 1.5.10.1.1.6. For purposes of running Phases in parallel, an adaptive planning framework that addresses the design and organization of complex, multi-year, multi-Stakeholder transformation efforts, and that supports effective collaboration among all Stakeholders as their workstreams overlap and become increasingly complex.
  - 1.5.10.1.1.7. New and existing technology recommendations.
  - 1.5.10.1.1.8. An impact analysis summary regarding the most current MITA State Self-Assessment (SS-A), including review findings, lessons learned, and Contractor recommendations to support a more efficient MITA SS-A process (*see* Section 1.13.1.3.2.).
  - 1.5.10.1.1.9. Current operational problem, Risks, challenges, and limitations of the existing MES Modules (*see* Section 1.13.1.5.1.).
  - 1.5.10.1.1.10. A list of Medicaid program goals impacted by the problems, Risks, challenges, and limitations of the existing MES Modules and the nature of the impact (*see* Section 1.13.15.2.).

- 1.5.10.1.1.11. A definition of what success looks like in the “To-Be” future state, and how business outcomes will be measured (*see* Section 1.13.1.5.3.).
- 1.5.10.1.1.12. Define how MIDA Integration Platform aligns with the HCPF defined MES Digital Strategy.
- 1.5.10.1.1.13. Emerging technology report to include a resource analysis applicable to the Department’s Existing Systems or resources.
- 1.5.10.1.1.14. Staffing analysis and training related to new technologies and new processes.
- 1.5.10.1.1.15. Provide recommendations relating to industry trends and potential improvements, including use of Big Data and Artificial Intelligence (AI) in the MIDA Integration Platform and within each MES Module.
- 1.5.10.1.1.16. Information about federal and State initiatives that impact the Work performed under this Contract.
- 1.5.10.1.1.17. The identification of solutions related to all identified federal and State initiatives that impact the Work performed under this Contract.
- 1.5.10.1.1.18. The identification and description of industry trends.
- 1.5.10.1.1.19. A roadmap of the Contractor’s recommendations relating to each identified industry trend.
- 1.5.10.1.1.20. The identification and analysis of the Contractor’s considerations relating to each identified industry trend.
- 1.5.10.1.1.21. The identification of if and/or when the information contained in the MES Modernization Roadmap will be implemented.
- 1.5.10.1.2. DELIVERABLE: MES Modernization Roadmap (Reference: DEL 1.4 MES Modernization Roadmap)
- 1.5.10.1.3. DUE: As identified in Section 1.3.
- 1.5.10.1.4. Notwithstanding Exhibit E, Section 1.8.4., the Contractor shall review, update, and submit a Quarterly MES Modernization Roadmap Re-Baseline for Department review and approval at least quarterly and before any implementation of a Revised MES Roadmap Recommendation Report. If no changes have occurred, the Contractor shall provide a summary report that indicates no changes have occurred.
- 1.5.10.1.4.1. WORK COMPONENT: Quarterly MES Modernization Roadmap Re-Baseline (Reference: part of DEL 2.7/3.8 MES Modernization Re-Baseline)
- 1.5.10.1.4.2. DUE: As identified in Exhibit E, Section 1.8.4.
- 1.5.10.1.4.3. The Contractor shall update the Integrated Project Schedule, as necessary, after obtaining the Department’s approval of each Quarterly MES Modernization Roadmap Re-Baseline
- 1.5.11. MES Governance Plan
  - 1.5.11.1. The Contractor shall develop an MES Governance Plan.
  - 1.5.11.1.1. The MES Governance Plan shall include, at a minimum, all of the following:

- 1.5.11.1.1.1. The identification of a framework and strategies that the Contractor shall provide for all MES Vendors. The framework and strategies shall address all of the following:
  - 1.5.11.1.1.1.1. The identification of Stakeholders.
  - 1.5.11.1.1.1.2. The identification of Stakeholders' roles.
  - 1.5.11.1.1.1.3. The identification of best practices of Integration standards.
  - 1.5.11.1.1.1.4. The processes for building a MIDA Project Repository of reference documents that MES Vendors shall follow.
  - 1.5.11.1.1.1.5. The process to establish a PCCB, Architecture Review Board (ARB), and an Enterprise Governance Council.
  - 1.5.11.1.1.1.6. The identification of the scope of work for MES Module Integrations.
  - 1.5.11.1.1.1.7. The process to manage Defects and Production Incidents.
  - 1.5.11.1.1.1.8. The process to publish and communicate decisions.
  - 1.5.11.1.1.1.9. The process to be used to create MES Module Integration strategies.
  - 1.5.11.1.1.1.10. The process to be used to identify MES Module Integration impacts on Enterprise Architecture.
  - 1.5.11.1.1.1.11. The process to be used for program delivery.
  - 1.5.11.1.1.1.12. The inclusion of predefined Integration governance protocols.
  - 1.5.11.1.1.1.13. The process for Integration.
  - 1.5.11.1.1.1.14. The identification of processes and procedures related to architecture.
  - 1.5.11.1.1.1.15. The identification of processes and procedures related to shared-data ownership.
  - 1.5.11.1.1.1.16. The process to identify areas related to the continuous improvement in the MES Governance Plan and components thereof.
  - 1.5.11.1.1.1.17. The process for complying with reporting requirements.
  - 1.5.11.1.1.1.18. The identification of when the information contained in the MES Governance Plan will be implemented.
- 1.5.11.1.1.2. The identification of a Medicaid Data Governance framework that addresses Data Governance standards and models present in the Medicaid Ecosystem such as: United States Core Data for Interoperability (USCDI), Fast Healthcare Interoperability Resources (FHIR) Common Data Models Harmonization Implementation Guide, Transformed Medicaid Statistical Information System (T-MSIS), EDI ASC X12, Council for Affordable Quality Healthcare Committee on Operating Rules for Information Exchange® (CAQH CORE).
- 1.5.11.1.1.3. The identification of processes derived from the Data Management Association International's (DAMA) Data Management Body of Knowledge (DMBOK), tailored specifically to the needs and capabilities of each Project.
- 1.5.11.1.1.4. The definition of the timeframe regarding the Contractor's enforcement of the MES Governance Plan.

- 1.5.11.1.2. WORK COMPONENT: MES Governance Plan (Reference: part of DEL 1.10 MIDA Governance Policies & Plan)
- 1.5.11.1.3. DUE: As identified in Section 1.3.
- 1.5.11.2. MES Master Testing Strategy and Management Plan (including Defect Management)
- 1.5.11.2.1. The Contractor shall create an MES Master Testing Strategy and Management Plan (including Defect Management) that the Contractor shall follow during the Term of the Contract.
- 1.5.11.2.2. The MES Master Testing Strategy and Management Plan (including Defect Management) shall include, at a minimum, all of the following:
  - 1.5.11.2.2.1. MIDA Integration Platform testing process.
  - 1.5.11.2.2.2. Development of test scenario and test cases.
  - 1.5.11.2.2.3. Integration testing.
  - 1.5.11.2.2.4. Data conversion testing process.
  - 1.5.11.2.2.5. User Acceptance Training (UAT) approach.
  - 1.5.11.2.2.6. Performance and stress testing.
  - 1.5.11.2.2.7. Penetration testing.
  - 1.5.11.2.2.8. End-to-end testing.
  - 1.5.11.2.2.9. Roles and responsibilities throughout the Testing Phase.
  - 1.5.11.2.2.10. Process for tracing test cases to requirements.
  - 1.5.11.2.2.11. Process for submitting, monitoring, and resolving Defects found during testing and assignment of severities and priorities.
  - 1.5.11.2.2.12. Process for applying fixes to the MIDA Integration Platform and conducting regression testing of any fixes.
  - 1.5.11.2.2.13. Description of technical environments that are structured in a compatible manner to have consistency of outcomes across controlled environment.
  - 1.5.11.2.2.14. Detail of when environments will be provided.
  - 1.5.11.2.2.15. 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.
  - 1.5.11.2.2.16. Description of how Test Results and testing metrics will be shared with the Department.
  - 1.5.11.2.2.17. Entrance and exit criteria for testing sub phases.
  - 1.5.11.2.2.18. Description of the proposed system or tool that will be used for identifying, prioritizing, tracking, fixing, and re-testing MIDA Integration Platform Defects.
  - 1.5.11.2.2.19. Structured promotion of functionality to subsequent testing levels.
  - 1.5.11.2.2.20. Summary of testing tools used throughout the Testing Phase, including the approach to defining test cases that are representative of actual cases.
  - 1.5.11.2.2.21. Testing of recovery processes and/or components outages and failures.

- 1.5.11.2.2.22. Approach to ensuring all testing environments are available 99.9% of the time during Scheduled Testing Activities.
- 1.5.11.2.2.23. Approach to resolving any testing environment downtime within one hour after the Contractor identifies the testing environment downtime event.
- 1.5.11.2.2.24. The identification of when the information contained in the Master Testing Strategy and Management Plan (including Defect Management) will be implemented.
- 1.5.11.2.3. WORK COMPONENT: MES Master Testing Strategy and Management Plan (including Defect Management) (Reference: part of DEL 1.16 Test Management Plan)
- 1.5.11.2.4. DUE: As identified in Section 1.3.
- 1.5.12. The Contractor shall prepare up to 50 Users in advance of User Acceptance Testing to perform test activities.
- 1.5.13. Quality Management Plan
  - 1.5.13.1. The Contractor shall develop a Quality Management Plan.
    - 1.5.13.1.1. The Contractor's Quality Management Plan shall include, at a minimum, all of the following:
      - 1.5.13.1.1.1. Methodology/methodologies for maintaining quality Work Products, Project schedules, Deliverables, Work Components, and Subcontractor's activities, such as: requirements validation and execution, design and development validation and execution, and test scenario and test case validation and execution.
      - 1.5.13.1.1.2. Quality relating to MIDA Integration Platform configurations, data conversion, data integrity, enhancements, API configuration, Interface and data mapping configuration, testing, implementation, and post-implementation verification of new MES Modules.
      - 1.5.13.1.1.3. Performance standards development and measurement.
      - 1.5.13.1.1.4. Customer satisfaction measurement and lessons learned analysis.
      - 1.5.13.1.1.5. MIA operational processes and outcomes.
      - 1.5.13.1.1.6. The identification of when the information contained in the Quality Management Plan will be implemented.
    - 1.5.13.1.2. WORK COMPONENT: Quality Management Plan (Reference: part of DEL 1.2 PMP)
    - 1.5.13.1.3. DUE: As identified in Section 1.3.
- 1.5.14. CMS Certification Management Plan
  - 1.5.14.1. The Contractor shall develop a CMS Certification Management Plan with respect to the four MES Modules that the Department plans to integrated into the MES Ecosystem (Business Intelligence Data Management System (BIDM), Colorado Benefits Management System (CBMS), Medicaid Management Information System (MMIS), and Pharmacy Benefit Management System (PBMS)).
    - 1.5.14.1.1. The Contractor shall use MITA v3.0 framework for completing the MITA SS-A.

- 1.5.14.1.2. The Contractor shall use the Streamlined Modular Certification methodology for CMS certification.
- 1.5.14.1.3. The Certification Management Plan shall include, at a minimum, all of the following:
  - 1.5.14.1.3.1. An outline of the methodology, tools, and resources required to manage the CMS certification process for the identified MES Modules.
  - 1.5.14.1.3.2. Proposed draft outcomes-based metrics.
  - 1.5.14.1.3.3. A plan to attend all certification-related meetings.
  - 1.5.14.1.3.4. A plan to produce certification documentation.
  - 1.5.14.1.3.5. A plan to facilitate System demonstration.
  - 1.5.14.1.3.6. A plan to assist the Department to achieve and maintain CMS certification.
  - 1.5.14.1.3.7. The identification of when the information contained in the CMS Certification Management Plan will be implemented.
- 1.5.14.1.4. The Contractor shall perform and include in the CMS Certification Management Plan the approved MITA SS-A.
- 1.5.14.1.5. The Contractor shall provide MIDA-related documentation to CMS in compliance with CMS's requirements.
- 1.5.14.1.6. The Contractor shall deliver the CMS Certification Management Plan to the Department for review and approval. The Contractor shall not execute activities within the CMS Certification Plan for any MES Module prior to the Department's approval of that plan.
  - 1.5.14.1.6.1. WORK COMPONENT: CMS Certification Management Plan for each MES Module (Reference: part of DEL 1.9 CMS Certification Plan)
  - 1.5.14.1.6.2. DUE: As identified in Section 1.3.
- 1.5.15. Azure Dev/Ops (ADO) Specifications
  - 1.5.15.1. The Contractor shall develop ADO Specifications.
    - 1.5.15.1.1. At a minimum, the ADO Specifications shall include all of the following:
      - 1.5.15.1.1.1. An architecture overview of the MIDA Integration Platform and how components will be integrated.
      - 1.5.15.1.1.2. Detailed Requirements Specification.
      - 1.5.15.1.1.3. Identification of changes to existing requirements.
      - 1.5.15.1.1.4. Clarifying information associated with requirements, as needed.
      - 1.5.15.1.1.5. Identification of new requirements.
      - 1.5.15.1.1.6. Explanation of how requirements will be met.
      - 1.5.15.1.1.7. Identification of the entity responsible for meeting the requirement.
      - 1.5.15.1.1.8. A logical data model that identifies the entities, relationships, attributes, and access paths.

- 1.5.15.1.1.9. Description of the hardware/software configuration that will be used to meet the requirement.
- 1.5.15.1.1.10. Updated ADO Specifications information related to MES Modules.
- 1.5.15.1.1.11. The identification of when the information contained in the ADO Specifications will be implemented.
- 1.5.15.1.2. WORK COMPONENT: ADO Specifications (Reference: part of DEL 1.17 RTM)
- 1.5.15.1.3. DUE: As identified in Section 1.3.
- 1.5.15.1.4. The Contractor shall plan, communicate, and facilitate an ADO Specifications Requirement Review and Validation Session Meeting with the Department to discuss the ADO Specifications, applicable policies, and other topics as defined by the Department. In the Department's discretion, multiple ADO Specifications Requirement Review and Validation Session Meetings may be required.
- 1.5.15.1.4.1. WORK COMPONENT: ADO Specifications Requirement Review and Validation Session Meeting (Reference: part of DEL 1.1 Project Plan & Schedule)
- 1.5.15.1.4.2. DUE: As identified in Section 1.3.
- 1.5.16. MIDA Interface Control Document (ICD)
- 1.5.16.1. The Contractor shall develop MIDA ICDs for purposes of documenting the Interfaces and APIs with each MES Vendor.
- 1.5.16.1.1. The Contractor shall work with each MES Vendor to complete the MIDA ICD associated with each MES Vendor, acknowledging that the MES Vendor will be responsible for completing its section in each applicable MIDA ICD.
- 1.5.16.1.2. At a minimum, the MIDA ICD shall include all of the following:
  - 1.5.16.1.2.1. An introduction, including an overview of the MIDA ICD.
  - 1.5.16.1.2.2. The identification of assumptions, constraints, and risks.
  - 1.5.16.1.2.3. An overview of the Interface, including:
    - 1.5.16.1.2.4. Interface controls.
    - 1.5.16.1.2.5. Functional allocation.
    - 1.5.16.1.2.6. Data transfer.
    - 1.5.16.1.2.7. Transactions.
    - 1.5.16.1.2.8. Security and integrity.
  - 1.5.16.1.2.9. Detailed Interface requirements specific to each Interface, including:
    - 1.5.16.1.2.9.1. The requirements for each Interface.
    - 1.5.16.1.2.9.2. Assumptions.
    - 1.5.16.1.2.9.3. Technical Interface requirements.
    - 1.5.16.1.2.9.4. General processing steps.
    - 1.5.16.1.2.9.5. Interface processing time requirements.
    - 1.5.16.1.2.9.6. Message format or record layout and requirement protocols.



- 1.5.16.1.2.9.7. Communication methods.
- 1.5.16.1.2.9.8. Quality assurance.
- 1.5.16.1.2.9.9. Additional documentation when and if needed.
- 1.5.16.1.3. The Contractor shall deliver each MIDA ICD to the Department for review and approval. The Contractor shall not use any MIDA ICD prior to the Department's approval of that document.
- 1.5.16.1.3.1. DELIVERABLE: MIDA ICD (Reference: part of DEL 1.7 Data Integration Services Design & Plan)
- 1.5.16.1.3.2. DUE: As identified in Section 1.3.
- 1.5.17. Business Continuity and Disaster Recovery Plan
- 1.5.17.1. 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:
  - 1.5.17.1.1. How the Contractor will replace the Contractor's staff that are lost or unavailable during or after a Business Interruption so that the Work is performed in accordance with the Contract.
  - 1.5.17.1.2. 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.
    - 1.5.17.1.2.1. The plan shall also include how the Contractor will make all information available at its back-up facilities.
    - 1.5.17.1.2.2. The plan shall also include how the Contractor will ensure no greater than 5 minutes of Committed Transaction data is lost during a Disaster or Business Interruption.
  - 1.5.17.1.3. How the Contractor will maintain complete back-up copies of all data, databases, operating programs, files, systems, and software pertaining to enrollment information at a Department-approved, off-site location.
  - 1.5.17.1.4. How the Contractor will minimize the effects on Members of any Business Interruption.
  - 1.5.17.1.5. How the Contractor will communicate with the Department during the Business Interruption and points of contact within the Contractor's organization the Department can contact in the event of a Business Interruption.
  - 1.5.17.1.6. Planned long-term back-up facilities out of which the Contractor can continue operations after a Disaster.
  - 1.5.17.1.7. The time period it will take to transition all activities from the Contractor's regular facilities to the back-up facilities after a Disaster.
  - 1.5.17.1.8. WORK COMPONENT: Initial Business Continuity and Disaster Recovery Plan (Reference: part of DEL 1.14 Business Continuity and Disaster Recovery (BC/DR) Plan)
  - 1.5.17.1.9. DUE: As identified in Section 1.3.

- 1.5.17.2. The Contractor shall annually test its processes and procedures to ensure compliance with the requirements of the Business Continuity and Disaster Recovery Plan and affirm such compliance to the Department.
- 1.5.17.2.1. WORK COMPONENT: Annual Business Continuity and Disaster Recovery Plan Affirmation (Reference: part of DEL 2.7/3.8 Quarterly MES Modernization Roadmap Re-Baseline)
- 1.5.17.2.2. DUE: As identified in Section 1.3.
- 1.5.17.3. DELIVERABLE: Business Continuity and Disaster Recovery Plan (DEL 1.14 Business Continuity/Disaster Recovery Plan)
- 1.5.17.4. DUE: As identified in Section 1.3.
- 1.5.18. Information Technology Related Requirements
- 1.5.18.1. Protection of System Data
- 1.5.18.1.1. In addition to the requirements of the main body of this Contract, if Contractor or any Subcontractor is given access to State Records by the State or its agents in connection with Contractor's performance under the Contract, Contractor shall protect all State Records in accordance with this Exhibit. All provisions of this Exhibit that refer to Contractor shall apply equally to any Subcontractor performing work in connection with the Contract.
- 1.5.18.1.2. For the avoidance of doubt, the terms of this Exhibit shall apply to the extent that any of the following statements is true in regard to Contractor access, use, or disclosure of State Records:
  - 1.5.18.1.2.1. Contractor provides physical or logical storage of State Records.
  - 1.5.18.1.2.2. Contractor creates, uses, processes, discloses, transmits, or disposes of State Records.
  - 1.5.18.1.2.3. Contractor is otherwise given physical or logical access to State Records in order to perform Contractor's obligations under this Contract.
- 1.5.18.1.3. Contractor shall, and shall cause its Subcontractors, to do all of the following:
  - 1.5.18.1.3.1. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Contract.
  - 1.5.18.1.3.2. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.
  - 1.5.18.1.3.3. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
  - 1.5.18.1.3.4. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
  - 1.5.18.1.3.5. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to the State.

- 1.5.18.1.4. Colorado Information Security Policy (CISP) Compliance
  - 1.5.18.1.4.1. Contractor shall assess its compliance with the CISPs, in effect at the time of the assessment, issued by the Governor's Office of Information Technology ("OIT") posted at [www.oit.state.co.us/about/policies](http://www.oit.state.co.us/about/policies) under Information Security.
  - 1.5.18.1.4.2. For the purposes of reviewing and assessing compliance with the CISPs, the Contractor shall consider itself to be both the Information Technology Service Provider (ITSP) and Business Owner.
  - 1.5.18.1.4.3. Contractor shall deliver to the State the signed CISP Attestation, on a form provided by the Department, indicating that Contractor has assessed its compliance with the CISPs and has developed a plan to correct, in a timely manner, any security vulnerabilities identified during the assessment.
    - 1.5.18.1.4.3.1. WORK COMPONENT: CISP Attestation (Reference: part of DEL 3.6 MES Integration Platform O&M)
    - 1.5.18.1.4.3.2. DUE: Within 30 Business Days after the Effective Date
  - 1.5.18.1.4.4. Notwithstanding any other provision in this Contract, Contractor shall assess its compliance with the CISPs on an annual basis and deliver to the State the signed CISP Attestation, on a form provided by the Department.
    - 1.5.18.1.4.4.1. WORK COMPONENT: Annual CISP Attestation (Reference: DEL 3.6 MES Integration Platform O&M)
    - 1.5.18.1.4.4.2. DUE: Annually, by June 30<sup>th</sup> of each year
  - 1.5.18.1.4.5. 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.
- 1.5.18.1.5. Health and Human Services HIPAA Security Rule Risk Assessments
  - 1.5.18.1.5.1. 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.
    - 1.5.18.1.5.1.1. WORK COMPONENT: Initial HHS Attestation (Reference: part of DEL 3.6 MES Integration Platform O&M)
    - 1.5.18.1.5.1.2. DUE: Within 30 Business Days after the Effective Date
  - 1.5.18.1.5.2. 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.
    - 1.5.18.1.5.2.1. WORK COMPONENT: Annual HHS Attestation (Reference: part of DEL 3.6 MES Integration Platform O&M)

- 1.5.18.1.5.2.2. DUE DATE: Annually, by June 30<sup>th</sup> of each year
- 1.5.18.1.6. 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.
- 1.5.18.1.7. 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.
- 1.5.18.1.8. 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.
- 1.5.18.1.9. 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.
- 1.5.18.1.9.1. WORK COMPONENT: Background Check Attestation (Reference: part of DEL 1.2 PMP)
- 1.5.18.1.9.2. DUE: Within 30 Business Days of the Effective Date
- 1.5.18.1.10. 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.
- 1.5.18.2. Data Handling
- 1.5.18.2.1. The State, in its sole discretion, may securely deliver State Records directly to Contractor. Contractor shall maintain these State Records only within facilities or locations that Contractor has attested are secure, including for the authorized and approved purposes of backup and disaster recovery purposes. Contractor may not maintain State Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of the State.
- 1.5.18.2.2. Contractor shall not allow remote access to State Records from outside the United States, including access by Contractor's employees or agents, without the prior express written consent of OIS. Contractor shall communicate any request regarding non-U.S. access to State Records to the Security and Compliance Representative for the State. The State shall have sole discretion to grant or deny any such request.
- 1.5.18.2.3. Upon request by the State made any time prior to 60 days following the termination of this Contract for any reason, whether or not the Contract is expiring or terminating, Contractor shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be

made available to the State within 10 Business Days of the State's request, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format. Upon the termination of Contractor's provision of data processing services, Contractor shall, as directed by the State, return all State Records provided by the State to Contractor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legislation imposed upon Contractor prevents it from returning or destroying all or part of the State Records provided by the State to Contractor, Contractor shall guarantee the confidentiality of all State Records provided by the State to Contractor and will not actively process such data anymore.

- 1.5.18.2.4. The State retains the right to use the established operational services to access and retrieve State Records stored on Contractor's infrastructure at its sole discretion and at any time during the Term of the Contract. 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.

#### 1.5.19. Contract Turnover Plan

- 1.5.19.1. 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 System subscriptions, such as AWS subscriptions, 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 after the termination of the Contract.
  - 1.5.19.1.1. The Contract Turnover Plan shall include, at a minimum, all of the following:
    - 1.5.19.1.1.1. Approach to transition.
    - 1.5.19.1.1.2. Approach for conducting a knowledge transfer from the Contractor to a new contractor selected by the Department.
    - 1.5.19.1.1.3. Approach to consolidate applicable sections from the Contractor's Contract Turnover Plan into the transition planning activity.
    - 1.5.19.1.1.4. The identification of an individual to act as the Contractor's closeout coordinator.
    - 1.5.19.1.1.5. Processes by which the Contractor's closeout coordinator shall complete the following tasks:
      - 1.5.19.1.1.5.1. 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.
      - 1.5.19.1.1.5.2. 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.
      - 1.5.19.1.1.5.3. 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.

- 1.5.19.1.1.5.4. 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.
- 1.5.19.1.1.5.5. 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.
- 1.5.19.1.1.6. The identification of when the information contained in the Contract Turnover Plan will be implemented.
- 1.5.19.1.1.7. 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.
- 1.5.19.1.2. 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.
- 1.5.19.1.3. WORK COMPONENT: Contract Turnover Plan (Reference: part of DEL 1.8 Operations Plan)
- 1.5.19.1.4. DUE: As identified in Section 1.3.
- 1.5.19.2. The Contractor shall complete the Contract Turnover Plan and activities prior to Contract termination. Should the Contract Turnover Plan and activities are 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.
- 1.6. Consultative and Technical Support Services
  - 1.6.1. The Contractor shall provide Project Management, technical advisory services, and consultative services to the Department for purposes of achieving the successful implementation of the MES Modules.
  - 1.6.2. The Contractor shall work with the Department at the start of each Fiscal Year to prioritize the Consultative and Technical Support Services that Contractor shall execute during that Fiscal Year.
    - 1.6.2.1. Skill categories will be defined by the Contractor.
    - 1.6.2.2. The Contractor's Project staff allocated to each Technical and Consultative service effort will be selected for the skills and capabilities necessary to complete each effort.
    - 1.6.2.3. Modifications to annually planned Consultative and Technical Support Services will be addressed as part of the quarterly MES Modernization Roadmap Re-baselining effort conducted in conjunction with the Department.
  - 1.6.3. The Contractor shall be responsible for hiring, onboarding staff newly hired by Contractor, training staff newly hired by Contractor, or engaging in any other process related to the Contractor's decision to allocate the Contractor's staff or other agent resources to perform Work on this Contract, regardless of terminology.

- 1.6.4. The Contractor shall provide consultative and technical support services to the Department with strategic planning and decision making that will impact the MES Modernization Roadmap Re-Baselining efforts.
- 1.6.5. The Contractor shall provide consultative and technical support services for technology and interoperability that will increase the Department's MITA maturity and compliance with CMS Standards and Conditions.
- 1.6.6. The Contractor shall maintain transparency and traceability in the exchange of information throughout the MES Ecosystem.
- 1.6.7. The Contractor shall provide standards and patterns that define consistent data policies, practices, reporting, and communication across all MES Vendors and other entities that support the Department MES.
- 1.6.8. The Contractor shall manage ongoing business process requirements and documentation.
- 1.6.9. Registration Maintenance
  - 1.6.9.1. The Contractor shall participate in the National Medicaid EDI HIPAA Workgroup (NMEH) and other national organizations and initiatives as appropriate and upon the mutual agreement of both Parties.
- 1.6.10. Requested Estimates
  - 1.6.10.1. Upon request by the Department, the Contractor shall provide Requested Estimates.
    - 1.6.10.1.1. Requested Estimates may include all of the following, as applicable:
      - 1.6.10.1.1.1. Pricing and scheduling estimates related to proposed legislation.
      - 1.6.10.1.1.2. Pricing and scheduling estimates related to proposed budget requests.
      - 1.6.10.1.1.3. Pricing and scheduling estimates related to other initiatives.
    - 1.6.10.1.2. WORK COMPONENT: Requested Estimates (Reference: parts of DEL 2.3/3.2 Technical Support Services Report (Monthly) and/or DEL 2.5/3.4 Consultative Support Services Report (Monthly), depending on the nature of the Requested Estimates)
    - 1.6.10.1.3. DUE: Within five Business Days after the Department makes the request to the Contractor, except if the Department requests a ballpark estimate (-25% to +75%) by identifying a shorter deadline up to and including a deadline on the same day or within 24 hours after the Department makes the request
- 1.6.11. The Contractor shall support modifications, changes, and enhancements to the MIDA Integration Platform.
- 1.6.12. Modification and Enhancement Hours
  - 1.6.12.1. The Contractor shall provide Modification and Enhancement Hours to the Department for the purpose and utilization of Integration modifications, changes, and enhancements for the Contractor to provide Technical Support Services and Consultative Support Services for Projects.
  - 1.6.12.2. At the beginning of each Contract Year, the Parties shall designate categories of staffing and/or skill that the Department may access via Modification and Enhancement Hours.

- 1.6.12.3. For Change Requests and enhancements, the Contractor will 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.
- 1.6.13. Department Solicitations
  - 1.6.13.1. The Contractor shall provide the following Solicitation Information to the Department, to be used in the Department's MES Module Invitations to Negotiate (ITNs) or Requests for Proposals (RFPs) (collectively referred to as Solicitations):
    - 1.6.13.1.1. MIDA Integration Platform.
    - 1.6.13.1.2. Data management and governance structures.
    - 1.6.13.1.3. Integration and data conversion requirements.
    - 1.6.13.1.4. Technical Reference Architecture (TRA).
  - 1.6.13.2. WORK COMPONENT: Solicitation Information (Reference: parts of DEL 2.3/3.2 Technical Support Services Report (Monthly) and/or DEL 2.5/3.4 Consultative Support Services Report (Monthly), depending on the nature of the Solicitation Information)
  - 1.6.13.3. DUE: As identified in Section 1.3.
  - 1.6.13.4. The Contractor shall participate in reviewing submitted MES Module solicitation responses and serve as a partner to the Department throughout the procurement process, providing input such as:
    - 1.6.13.4.1. Feedback on responses and proposals.
    - 1.6.13.4.2. Analysis of the ways in which a proposed MES Module interacts with the Integration environment and existing MES Modules.
    - 1.6.13.4.3. Contract requirements.
    - 1.6.13.4.4. A comprehensive understanding of the process required to integrate MES Vendors selected by the Department into the MIDA modernization effort.
  - 1.6.13.5. The Contractor shall develop Written Solicitation Recommendations regarding the Department's MES Module procurement efforts.
    - 1.6.13.5.1. The Contractor's Written Solicitation Recommendations, at a minimum, shall include all of the following:
      - 1.6.13.5.1.1. Recommendations in any area in which the Contractor believes improvements within the MES Ecosystem or within the MIDA Integration Platform can be made based on industry standards, best practices, cost efficiencies, trends, and Issues in the national private and public sector healthcare marketplace.
      - 1.6.13.5.1.2. Recommendations on new technologies in use that may impact or benefit the Contractor's responsibilities under this Contract or impact or benefit the MES Ecosystem.
    - 1.6.13.5.2. WORK COMPONENT: Written Solicitation Recommendations (Reference: parts of DEL 2.3/3.2 Technical Support Services Report (Monthly) and/or DEL 2.5/3.4 Consultative Support Services Report (Monthly), depending on the nature of the Written Solicitation Recommendations)
    - 1.6.13.5.3. DUE: As identified in Section 1.3.



1.6.13.6. The Contractor shall meet with the Department and MES Vendors, as mutually agreed by the Parties, to discuss the Contractor's Written Solicitation Recommendations.

## 1.7. Reporting

1.7.1. The Contractor shall provide the following information, to be provided to the Department upon request:

1.7.1.1. The Contractor's comprehensive list of standard reports and their intended use.

## 1.8. Governance

### 1.8.1. MES Boards and Councils

1.8.1.1. The Contractor shall establish MIDA governance structures in adherence with the approved MES Governance Plan, which shall include all of the following:

1.8.1.1.1. An ARB.

1.8.1.1.2. A PCCB.

1.8.1.1.3. An Enterprise Governance Council.

1.8.1.2. The Contractor shall develop Charters for each Board or Council.

1.8.1.2.1. Each Board's or Council's Charter shall include all of the following:

1.8.1.2.1.1. Define each Board's or Council's responsibility.

1.8.1.2.1.2. Define each Board's or Council's authority to make recommendations.

1.8.1.2.1.3. Define each Board's or Council's authority to make binding decisions.

1.8.1.2.1.4. Define each Board or Council's reporting path within the MIDA Project structure and the Department.

1.8.1.2.2. The Contractor shall deliver each Board and Council Charter to the Department for review and approval. The Contractor shall not execute any activities identified in any Board or Council Charter prior to the Department's approval of that Charter.

1.8.1.2.2.1. WORK COMPONENT: Board and Council Charters (Reference: part of DEL 1.10 MIDA Governance Policies & Plan)

1.8.1.2.2.2. DUE: As identified in Section 1.3.

1.8.1.3. The Contractor shall manage and facilitate the ARB, PCCB, and Enterprise Governance Council to manage key business and technical decisions for changes to the Enterprise architecture and MIDA Integration Platform design to maintain Project velocity.

### 1.8.2. Processes and Procedures

1.8.2.1. The Contractor shall develop Processes and Procedures Documents for the ARB, PCCB, and Enterprise Governance Council.

1.8.2.2. At a minimum, the Processes and Procedures Documents for the ARB, PCCB, and Enterprise Governance Council shall address all of the following:

1.8.2.2.1. Setting up meetings.

1.8.2.2.2. Taking notes.

1.8.2.2.3. Managing meeting notes.

- 1.8.2.2.4. Managing communications to all Stakeholders.
- 1.8.2.2.5. Maintaining all ARB, PCCB, and Enterprise Governance Council documents and storing those documents in a defined repository, as approved by the Department.
- 1.8.2.2.6. Work with the Department on following up with Stakeholders and MES Vendors to request they manage Action Items and decision items.
- 1.8.2.2.7. Working with the MIDA Division Director to ensure Issues and non-compliance with the Integrated Project Schedule are addressed.
- 1.8.2.2.8. Executing MES Governance Plan.
- 1.8.2.2.9. Through working with the Department, the identification of the authority of the ARB, PCCB, and Enterprise Governance Council.
- 1.8.2.2.10. The identification of when the information contained in the Processes and Procedures Documents will be implemented.
- 1.8.2.3. WORK COMPONENT: Processes and Procedures Documents (Reference: part of DEL 1.10 MIDA Governance Policies & Plan)
- 1.8.2.4. DUE: As identified in Section 1.3.
- 1.8.3. The Contractor shall follow the direction of the Enterprise Governance Council and MES Governance Plan to determine and provide Enterprise data management business decisions for all relevant Project Stakeholders for integration of MES Module(s) with the MIDA Integration Platform.
- 1.8.4. The Contractor shall manage communication of PCCB change activity with Existing Vendors, MES Vendors, or Technology Vendors for potential impact to their requirements, data needs, technical solutions, and business processes.
  - 1.8.4.1. The Contractor shall prepare and save in the MIDA Project Repository Communication Documentation related to PCCB change activity.
  - 1.8.4.2. At a minimum, PCCB Communication Documentation shall include all of the following:
    - 1.8.4.2.1. Decisions made by the PCCB related to change activity.
    - 1.8.4.2.2. The identification of the potential impact to Existing Vendors', MES Vendors', or Technology Vendors' requirements, data needs, technical solutions, and business processes.
- 1.8.5. Data Conversion Governance
  - 1.8.5.1. The Contractor shall create and oversee a data conversion governance team.
    - 1.8.5.1.1. The data conversion governance team shall have the responsibility to:
      - 1.8.5.1.1.1. Determine data ownership.
      - 1.8.5.1.1.2. Determine data quality resolutions.
      - 1.8.5.1.1.3. Determine the ways in which exceptions are resolved.
      - 1.8.5.1.1.4. Define and govern decisions about Master Data Management (MDM) for the ODS.

## 1.9. Security

- 1.9.1. The Contractor shall develop a System Security Framework and Security Plan.
  - 1.9.1.1. At a minimum, the System Security Framework and Security Plan shall include all of the following:
    - 1.9.1.1.1. A description of the Contractor's roles and responsibilities.
    - 1.9.1.1.1.1. The Contractor shall use the security boundary, as defined by NIST, for the purpose of assessment, compliance, and scope as the cloud boundary of the MIDA Integration Platform solution components.
    - 1.9.1.1.2. The identification of the 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 the Contractor to the extent the privacy and security standards and practices do not conflict.
    - 1.9.1.1.3. The identification of the Contractor's processes and policies related to monitoring networks and Systems for security breaches.
    - 1.9.1.1.4. The identification of the Contractor's processes and policies related to the coordination of efforts with MES Vendors to monitor for vulnerabilities.
    - 1.9.1.1.5. The identification of the Contractor's processes and policies related to assuring that penetration testing meets approved security requirements.
    - 1.9.1.1.6. The identification of the Contractor's processes and policies related to maintaining core capabilities that comply with the federal and State security criteria as set forth by OIT and the U.S Department of Health and Human Services Office for Civil Rights.
    - 1.9.1.1.7. The identification of when the information contained in the System Security Framework and Security Plan will be implemented.
  - 1.9.1.2. DELIVERABLE: System Security Framework and Security Plan (Reference: DEL 1.12 System Security Framework & Plan)
  - 1.9.1.3. DUE: As identified in Section 1.3.
- 1.10. Data Management
  - 1.10.1. General Requirements
    - 1.10.1.1. The Department will retain oversight and management control over all data conversion activities performed by the Contractor through the establishment of an Enterprise Governance Council.
    - 1.10.1.2. The Department will identify all Department MES Vendors with which the Contractor shall work as set forth in the Contract.
    - 1.10.1.3. The Contractor shall plan, prepare, and map data to the ODS within the MIDA Integration Platform.
    - 1.10.1.4. The Contractor shall use mapping document tools that align the planning efforts when performing this Work.
    - 1.10.1.5. The Contractor shall develop a Data Conversion Strategy that will be used to govern all Data Conversion Plans.
  - 1.10.2. MES Interface Style Guide

- 1.10.2.1. The Contractor shall develop an MES Interface Style Guide.
  - 1.10.2.1.1. The MES Interface Style Guide shall include, but is not limited to, all of the following:
    - 1.10.2.1.1.1. MES Interface and API best practices and standards.
    - 1.10.2.1.1.2. Instructions to MES Vendors.
    - 1.10.2.1.1.3. Design and development guidelines.
    - 1.10.2.1.1.4. Authentication and authorization guidelines.
    - 1.10.2.1.1.5. Applicable Data and Integration Governance Council protocols.
    - 1.10.2.1.1.6. Version control processes and protocols.
    - 1.10.2.1.1.7. Naming convention requirements.
    - 1.10.2.1.1.8. Production Incident code descriptions and lists.
    - 1.10.2.1.1.9. The identification of data.
    - 1.10.2.1.1.10. A description of the process for data use.
    - 1.10.2.1.1.11. The identification of data semantics.
    - 1.10.2.1.1.12. The identification of data modeling.
    - 1.10.2.1.1.13. The identification of data quality.
    - 1.10.2.1.1.14. A description of the process to be used to achieve data harmonization.
    - 1.10.2.1.1.15. Other information to be included as mutually agreed upon by the Parties.
    - 1.10.2.1.1.16. The identification of when the information contained in the MES Interface Style Guide will be implemented, which shall be identified in the MIDA Project Schedule.
  - 1.10.2.1.2. WORK COMPONENT: MES Interface Style Guide (Reference: part of DEL 1.7 Data Integration Services Design & Plan)
  - 1.10.2.1.3. DUE: As identified in Section 1.3.
- 1.10.2.2. The Contractor shall collect all MIDA ICDs and store the MIDA ICDs in the MIDA Project Repository.
  - 1.10.2.2.1. The MIDA Project Repository shall retain all new MES Module MIDA ICDs for a period of seven years after the new MES Module MIDA ICD is completed.
  - 1.10.2.2.2. Each new MES Module MIDA ICD shall be added to the MIDA Project Repository within 10 Business Days after the final Party signs the new MES Module MIDA ICD.
- 1.10.3. Data Dictionary Control Document
  - 1.10.3.1. The Contractor shall develop a Data Dictionary Control Document.
    - 1.10.3.1.1. The Data Dictionary Control Document shall include, at a minimum, all of the following:
      - 1.10.3.1.1.1. A listing of all data elements, including:
        - 1.10.3.1.1.1.1. Data element name.
        - 1.10.3.1.1.1.2. Data element description.

- 1.10.3.1.1.1.3.           Optionality.
- 1.10.3.1.1.1.4.           Valid data type values.
- 1.10.3.1.1.1.5.           Linkage to other data structures, such as Interface formats and the Conceptual Data Model.
- 1.10.3.1.1.2.           A feature to map to data elements.
- 1.10.3.1.1.3.           The definition of data exchange transactions.
- 1.10.3.1.1.4.           The definition of immutability.
- 1.10.3.1.1.5.           The definition of traceability.
- 1.10.3.1.1.6.           The definition of auditability.
- 1.10.3.1.1.7.           The inclusion of predefined Integration governance protocols.
- 1.10.3.1.1.8.           Identification of when the information contained in the Data Dictionary Control Document will be implemented, which shall be identified in the MIDA Project Schedule.
- 1.10.3.1.2.           WORK COMPONENT: Data Dictionary Control Document (Reference: part of DEL 1.6 MES Integrated Enterprise Data Model)
- 1.10.3.1.3.           DUE: As identified in Section 1.3.
- 1.10.4.       Mapping Documents
- 1.10.4.1.       The Contractor shall develop Mapping Documents for all data that the Department identifies as requiring conversion.
- 1.10.4.1.1.       The Mapping Documents shall identify all transformation steps from Source to Target.
- 1.10.4.1.2.       WORK COMPONENT: Mapping Documents (Reference: part of DEL 1.6 MES Integrated Enterprise Data Model)
- 1.10.4.1.3.       DUE: As identified in Section 1.3.
- 1.10.5.       Data Defects
- 1.10.5.1.       The Contractor shall implement methods to detect Defects and Anomalies within the MIDA Integration Platform and provide a Notification of the Defect or Anomaly via alert, email, and any other available means of notification to the End User.
- 1.10.5.1.1.       WORK COMPONENT: Notification (Reference: part of DEL 3.6 MES Integration Platform O&M)
- 1.10.5.1.2.       DUE: Within 2 hours after the Contractor identifies the Defect or Anomaly
- 1.10.5.1.3.       The Contractor shall assist the MES Vendor by defining application techniques to promote quality in the converted data.
- 1.10.5.1.4.       The Contractor shall identify, or shall delegate to a Department MES Vendor to identify while the Contractor supports the Department in overseeing the work is completed, Production Incidents in the data.
- 1.10.5.1.5.       The Contractor shall work with Existing Vendors to complete the following tasks:
- 1.10.5.1.5.1.       Perform data mapping activities.

- 1.10.5.1.5.2. Establish Interface standards for MES Vendors.
- 1.10.5.1.5.3. Advise Existing Vendors and the Department on data clean-up best practices.
- 1.10.5.2. The Contractor shall provide recommendations to the Department and to the Department's MES Vendors regarding the resolution of data exceptions.
- 1.10.5.3. The Contractor shall work with the Department and the Department's MES Vendors to identify, plan, and integrate existing MES Interfaces as set forth in Exhibit H.
  - 1.10.5.3.1. The Contractor shall provide the data and business processes to each new Department MES Vendor.
  - 1.10.5.3.2. The Contractor shall troubleshoot and coordinate integration between each MES Module and the corresponding Existing System to address data Defects.
- 1.10.5.4. The Contractor shall provide Extract Transform Load (ETL) software and tools to support data management and data sharing.
- 1.10.6. The Contractor shall provide options and recommendations to the Department and the Enterprise Governance Council related to data and configuration gaps.
- 1.11. Data Conversion
  - 1.11.1. The Contractor shall manage and provide oversight of the MES data conversion with Existing Vendors and new Department MES Vendors.
    - 1.11.1.1. The Department will set and manage expectations with existing MES Vendors and new MES Vendors regarding data conversion.
      - 1.11.1.1.1. Expectations include all of the following:
        - 1.11.1.1.1.1. Timely supply of source data to the Contractor, including both historical and incremental data loads.
        - 1.11.1.1.1.2. Timely supply of data of sufficient quality to support reporting requirements.
        - 1.11.1.1.1.3. The confirmation that Existing and MES Vendors provide accurate data models, data dictionaries, and business glossaries for their Source Systems.
      - 1.11.1.1.2. The Contractor shall convert seven years of data. Should additional data need to be converted, the Contractor will provide the Department with a cost, schedule, and impact analysis.
  - 1.11.2. The Contractor shall use tools, knowledge, and Medicaid experience to correctly and accurately map identified data.
  - 1.11.3. Data Conversion Management Plan
    - 1.11.3.1. The Contractor shall create a Data Conversion Management Plan.
      - 1.11.3.1.1. At a minimum, the Data Conversion Management Plan shall include all of the following:
        - 1.11.3.1.1.1. The identification of how the Contractor will plan, prepare, and map the Existing Data to the ODS within the MIDA Integration Platform.
        - 1.11.3.1.1.2. The identification of how the Contractor will work with the Department and MES Vendors to identify data Defects and define data cleansing techniques, including how the Contractor will work with the Existing Vendors to load and test data to

identify errors to allow the Existing Vendor to improve the quality of the converted data.

- 1.11.3.1.1.3. The identification of recommendations for resolution of data exceptions and how the recommendations will be communicated to the Department and MES Vendors.
- 1.11.3.1.1.4. The identification of how the Contractor will work with the Department and MES Vendors to identify, plan, and onboard additional MES Modules, transmit the data to the new MES Module, and provide the business processes that the Contractor will use to achieve Integration with the Existing System.
- 1.11.3.1.1.5. The identification of when the information contained in the Data Conversion Management Plan will be implemented, which shall be identified in the MIDA Project Schedule.
- 1.11.3.1.2. WORK COMPONENT: Data Conversion Management Plan (Reference: part of DEL 1.11 Data Quality Management & Plan)
- 1.11.3.1.3. DUE: As identified in Section 1.3.
- 1.11.3.2. The Contractor shall manage and oversee each MES Vendor's Data Conversion Plan(s).
- 1.11.3.3. The Contractor shall have the responsibility to:
  - 1.11.3.3.1. Review and approve individual Data Conversion Plans.
  - 1.11.3.3.2. Determine data ownership.
  - 1.11.3.3.3. Determine data quality resolutions.
  - 1.11.3.3.4. Determine the ways in which exceptions are resolved.
  - 1.11.3.3.5. Manage the data conversion process across multiple Source systems.
- 1.11.4. Data Conversion Plans
  - 1.11.4.1. The Contractor shall review and provide feedback on Existing Vendors' and MES Vendors' Data Conversion Plans for each MES Module that is scheduled to be integrated. The Department will approve each MES Vendor's Data Conversion Plan.
    - 1.11.4.1.1. The Data Conversion Plan for each MES Module shall include, at a minimum, all of the following:
      - 1.11.4.1.1.1. Incorporation of and compliance with all requirements set forth in the Department-approved Data Conversion Management Plan.
      - 1.11.4.1.1.2. The Contractor's approach to the MES Data Integration.
      - 1.11.4.1.1.3. The identification of all aspects of the MES conversion process, including the identification of the data conversion team with participants, roles, and responsibilities.
      - 1.11.4.1.1.4. The identification and description of all steps necessary to accomplish the accurate and complete conversion of data within the scope of this Contract.
      - 1.11.4.1.1.5. A Data Conversion Extraction Process that includes all of the following:
        - 1.11.4.1.1.5.1. The processes by which the set of data from the Existing Data Source(s) will be defined.

- 1.11.4.1.1.5.2. The processes by which the set of data from the Existing Data Source(s) will be selected.
- 1.11.4.1.1.5.3. The processes by which the set of data from the MES Data Source(s) will be copied to the ODS repository and processed through the transformation and load processes into the Target and Source system(s), to be defined during the data planning process.
- 1.11.4.1.1.5.4. Data cleansing by Existing Vendors as part of the data conversion process.
- 1.11.4.1.1.5.5. Performing test activities during the data conversion process.
- 1.11.4.1.1.6. A Data Conversion Transformation Process that includes all of the following:
  - 1.11.4.1.1.6.1. Data flows and the mapping of data flows from the Source repository to a corresponding ODS location.
  - 1.11.4.1.1.6.2. The alignment and conformity of the Existing Data values with any data type and data value requirements of the ODS data format and value rules.
- 1.11.4.1.1.7. A Data Conversion Validation Process that includes all of the following:
  - 1.11.4.1.1.7.1. Queries and reports.
  - 1.11.4.1.1.7.2. Presenting processing statistics and details.
  - 1.11.4.1.1.7.3. Verification and validation of conversion processing.
  - 1.11.4.1.1.7.4. Listing and documenting Anomalies detected during extract, transform, or load processes.
  - 1.11.4.1.1.7.5. The way in which the Contractor shall work with the Department and the Department's MES Vendors to resolve Anomalies and Issues.
  - 1.11.4.1.1.7.6. The way in which, once Anomalies are resolved, the Contractor shall rerun the data conversion, including by providing updated queries and reports.
  - 1.11.4.1.1.7.7. The way in which the Contractor shall perform data validation using a randomized subset of 100 active records to share with Legacy or MES Vendors for the purpose of validation.
- 1.11.4.1.1.8. The identification of when the information contained in the Data Conversion Plan will be implemented, which shall be identified in the MIDA Project Schedule.
- 1.11.4.1.2. WORK COMPONENT: Data Conversion Plans (Reference: part of DEL 1.11 Data Quality Management & Plan)
- 1.11.4.1.3. DUE: As identified in Section 1.3.
- 1.11.4.2. The Contractor shall Inventory the Department's Existing Data Sources.
  - 1.11.4.2.1. The Data obtained through an Inventory, which Data will be provided by the Department, Existing Vendors, or MES Vendors, shall consist of all of the following:
    - 1.11.4.2.1.1. The Department, Existing Vendors, or MES Vendors will provide the Contractor data from the Department's Existing Data Sources and systems.
- 1.11.4.1. The Department will work with the Contractor and the Department's Existing Vendors to obtain Existing Data.



- 1.11.4.2. The Contractor shall apply its data conversion analysis and mapping approach to automated and manual conversion Sources.
- 1.11.4.3. The Contractor shall perform all of the following tasks and functions:
  - 1.11.4.3.1. Use the data obtained in the Inventory Process to define the correlation of existing Source data.
  - 1.11.4.3.2. Analyze Existing System data models, data dictionaries, and sample data to match the Existing Data to the appropriate data location in the ODS.
  - 1.11.4.3.3. Verify that all data conversion conforms to the data conversion rules approved by the Department.
- 1.11.5. The Contractor shall identify data errors in MES transactions and in APIs.
  - 1.11.5.1. Upon identifying a data Production Incident in an MES transaction or in an API, the Contractor shall notify the Source system MES Vendor of the data error(s).
  - 1.11.5.2. The Contractor shall monitor the MES Vendor's integration work and, upon the MES Vendor's request, advise on how to troubleshoot and resolve the data error(s), including, but not limited to, providing available information regarding whether the data error(s) precluded loading and/or using data.
- 1.12. MES Configuration Management Plan
  - 1.12.1. The Contractor shall develop an MES Configuration Management Plan.
    - 1.12.1.1. The MES Configuration Management Plan shall include all the following:
      - 1.12.1.1.1. For each MES Module, the identification of the participants and roles in the configuration process.
      - 1.12.1.1.2. For each MES Module, the MIDA Integration Platform configuration processes.
      - 1.12.1.1.3. A configuration change document, process, and tool that identifies all changes made to the MIDA Integration Platform each time a change is required.
        - 1.12.1.1.3.1. Contractor will review all changes provided by Existing Vendors or MES Vendors and review with Department the approach and necessity to adapt these changes to the MIDA Integration Platform.
      - 1.12.1.1.4. The identification of when the information contained in the MES Configuration Management Plan will be implemented, which shall be identified in the MIDA Project Schedule.
    - 1.12.1.2. WORK COMPONENT: MES Configuration Management Plan (Reference: part of DEL 1.8 Operations Plan)
    - 1.12.1.3. DUE: As identified in Section 1.3.
- 1.13. CMS Compliance
  - 1.13.1. CMS MITA SS-A
    - 1.13.1.1. While conducting the MITA SS-A, the Contractor shall adhere to the CMS Standards and Conditions, activities, tools, and guidance, as published by CMS and following direction given by the Department.

- 1.13.1.2. The Contractor shall review and leverage the use of Enterprise documentation, such as the State Medicaid Health Information Technology (HIT) Plan, Department strategic plans, and the most recent MITA SS-A documentation in the Department's SharePoint repository, in preparation to perform the MITA SS-A.
- 1.13.1.3. The Contractor shall review processes used by the Department on the most recent MITA SS-A, and solicit by asking for information and feedback related to the Department's Subject Matter Experts' (SMEs), as identified by the Department, lessons learned.
  - 1.13.1.3.1. The Contractor shall use identified lessons learned to assess each MES Module's progress in relation to MITA maturity levels in business, technology, and Information Architecture, and CMS Standards and Conditions, in adherence to CMS guidance, and as approved by the Department.
  - 1.13.1.3.2. A summary of review findings, lessons learned, and Contractor recommendations shall be included in the quarterly MES Modernization Roadmap Re-Baselining Report. *See* Section 1.5.10.1.1.8.
- 1.13.1.4. The Contractor shall provide the Department with all documentation required for compliance with CMS MITA SS-A guidance and standards.
  - 1.13.1.4.1. If information is stored in multiple Contract Deliverables, the Contractor shall provide a mapping document, and facilitate a walkthrough with the Department, to create a common understanding of how all information provided by the Contractor supports compliance with MITA SS-A CMS guidance.
- 1.13.1.5. The Contractor shall maintain documentation that describes, at minimum, all of the following as part of the MITA SS-A:
  - 1.13.1.5.1. Current operational problems, Risks, challenges, and limitations of the existing MES Modules.
  - 1.13.1.5.2. A list of Medicaid program goals impacted by the problems, Risks, challenges, and limitations of the existing MES Modules, and the nature of the impact.
  - 1.13.1.5.3. A definition of what success looks like in the "To-Be" future state, and how business outcomes will be measured.
- 1.13.1.6. WORK COMPONENT: CMS MITA SS-A (Reference: part of DEL 1.9 CMS Certification Plan)
- 1.13.1.7. DUE: As identified in Section 1.3.
- 1.13.2. CMS Certification
  - 1.13.2.1. The Contractor shall work with the EPMO to support existing Department standards and processes in support of CMS Certification for each MES Module that is integrated with MIDA Integration Platform. The Contractor's support shall include, but not be limited to, all of the following:
    - 1.13.2.1.1. Providing applicable design documentation.
    - 1.13.2.1.2. Providing applicable testing documentation.
    - 1.13.2.1.3. Participating in CMS Certification planning meetings with the Department and MES Vendors.

- 1.13.2.1.4. Participating in CMS Certification review meetings with the Department, MES Vendors, and CMS, as applicable.
- 1.13.2.1.5. Facilitating live system demonstrations as requested by the Department or CMS to support CMS Certification review meetings.
- 1.13.2.1.6. Participating in a lessons learned review with the EPMO after each CMS Certification project is completed.
- 1.13.2.2. WORK COMPONENT: Certification Support (Reference: part of DEL 1.9 CMS Certification Plan)
- 1.13.2.3. DUE: To Be Identified by the Department upon the Department's request for any Requested Information

#### 1.14. Training

- 1.14.1. All training programs prepared by the Contract shall comply with the Department-approved Training Management Plan.
- 1.14.2. PERFORMANCE STANDARD: For all training sessions conducted by the Contractor, the Contractor shall evaluate and conduct quality improvement relating to training content during the Term of this Contract through the use of surveys. The Contractor shall develop a Survey Report based on the results of each survey that the Contractor uses.
  - 1.14.2.1. WORK COMPONENT: Survey Reports (Reference: part of DEL 3.7 Integration Platform O&M Training)
  - 1.14.2.2. DUE: As identified in Section 1.3.
- 1.14.3. PERFORMANCE STANDARD: The Contractor shall communicate updated or new functionality or business processes during scheduled and Department-approved refresher training sessions for Authorized Users throughout the Term of this Contract.
- 1.14.4. The Contractor shall develop Training Materials.
  - 1.14.4.1. The Contractor's Training Materials shall include, at a minimum, all of the following:
    - 1.14.4.1.1. Identification and training on the items that help the Department to monitor the MIDA Integration Platform.
    - 1.14.4.1.2. The use of available tools and dashboards.
    - 1.14.4.1.3. The use of technical and functional documentation and/or reports.
    - 1.14.4.1.4. MIDA Integration Platform administration.
    - 1.14.4.1.5. MIDA Integration Platform auditing and control.
  - 1.14.4.2. The Contractor shall ensure compliance with the Training Management Plan.
  - 1.14.4.3. The Contractor shall save Department-approved Training Materials in the MIDA Project Repository.
    - 1.14.4.3.1. WORK COMPONENT: Training Materials (Reference: part of DEL 3.7 Integration Platform O&M Training)
    - 1.14.4.3.2. DUE: As identified in Section 1.3.

#### 1.15. Licensing

- 1.15.1. The Department will provide the Contractor with access to the Department's instance of PWA.
- 1.15.1.1. The Contractor's PWA licenses shall be used to support Project Management activities in compliance with the Department's EPMO policies and procedures.
- 1.15.1.2. The Contractor shall use the PWA licenses to report on the progress of completion for all Project Management tasks and Deliverables, including Work Components.
- 1.15.1.3. The Contractor shall use the PWA licenses in compliance with the Department's PWA governance protocols.
- 1.15.1.4. The Contractor shall publish final PWA documents to the MIDA Project Repository.
- 1.16. Independent Auditor
- 1.16.1. The Contractor shall pay for an independent auditor to conduct an annual audit utilizing a current version of the Statement on Standards for Attestation Engagements (SSAE), System and Organization Controls (SOC) 1, Type II. The SOC 1, Type II audit shall address Work performed by the Contractor at the Contractor's facility and data center suites.
- 1.16.1.1. The Parties shall review the scope of SOC 1, Type II audits, and the Department shall approve the scope of the SOC 1, Type II audit prior to commencement of review activities by the independent auditor.
- 1.16.1.1.1. Review of the scope of SOC 1, Type II audits by the Parties shall include consideration of prior SOC 1, Type II audits to determine if past findings have been addressed.
- 1.16.1.1.2. The Contractor shall be responsible for facilitating meetings between the Contractor and the Department to determine the scope of SOC 1, Type II audits. At a minimum, the following topics shall be addressed during this meeting:
  - 1.16.1.1.2.1. The process to be used by the Contractor and independent auditor to develop, document and implement the objectives of the SOC 1, Type II audit.
  - 1.16.1.1.2.2. Identification of all appropriate database internal controls impacting financial reporting.
  - 1.16.1.1.2.3. Testing of identified database internal controls for effectiveness.
  - 1.16.1.1.2.4. Guidelines Contractor and the independent auditor will follow in communicating audit-related opinions to the Department.
- 1.16.1.1.3. The Contractor shall submit the SOC 1, Type II audit reports to the Department along with the following supplemental documentation:
  - 1.16.1.1.3.1. The Contractor's responses to the independent auditor's findings.
  - 1.16.1.1.3.2. A SOC 1, Type II Report Action Plan detailing how the Contractor will address and resolve all findings in the SOC 1, Type II report and the timeline for addressing each finding. The SOC Report Action Plan shall be subject to Department review and approval.
- 1.16.1.1.4. The Contractor shall address and resolve all findings in the SOC 1, Type II report, and provide monthly updates in the Monthly Contract management Report until the Department agrees that the Contractor has demonstrated that all findings have been properly addressed and resolved.

- 1.16.1.1.5. Contractor Approach: The Contractor shall pay an independent auditor to perform a SOC 1, Type II audit annually. The Contractor shall deliver the report to the Department.
- 1.16.1.1.5.1. The Contractor shall submit responses to the auditor's findings and a SOC 1, Type II Report Action Plan to the Department for review and approval.
- 1.16.1.1.5.2. The Contractor shall address and resolve findings in the SOC 1, Type II report and provide monthly updates in the Monthly Contract Management Report until the Department agrees that the Contractor has demonstrated that all findings have been properly addressed and resolved.
- 1.16.1.1.5.2.1. DELIVERABLE: SOC 1, Type II Report
- 1.16.1.1.5.2.2. DUE: August 15 of each year of the Contract
- 1.16.1.1.5.2.3. DELIVERABLE: Contractor's Responses to Findings, SOC 1, Type II Report Action Plan, and SOC 1, Type II report and provide monthly updates in the Monthly Contract Management Report until the Department agrees that the Contractor has demonstrated that all findings have been properly addressed and resolved.

## **2. REQUIREMENTS APPLICABLE TO PHASES TWO AND THREE OF WORK**

### **2.1. MIDA Integration Platform Requirements**

- 2.1.1. The Contractor shall provide a cloud-based MIDA Integration Platform for the purpose of integrating the Department's MES components in Real Time accessible from other cloud platforms (e.g., Azure, Google, AWS).
- 2.1.2. All components of the MIDA Integration Platform and the MES Ecosystem shall be able to be integrated to and from any cloud platform, which components shall include the ODS and all tools.
- 2.1.3. At a minimum, the MIDA Integration Platform shall support all of the following Integration methods:
  - 2.1.3.1. API provisioning where data is provided via APIs.
  - 2.1.3.2. ETL where data is supplied in files, optionally transformed, and delivered in files.
  - 2.1.3.3. Batching where data is provided via a Real Time API, collected, and periodically delivered in files.
  - 2.1.3.4. De-batching where data is provided in files, then parsed, and delivered by calling an external API.
- 2.1.4. The Contractor shall provide mapping and transformation processes for inbound and outbound Integration and Interface transmissions, within the ODS.
  - 2.1.4.1. Mapping and transformation processes shall support transformation of formats, translations of codes and valid values, and complex process orchestration.
  - 2.1.4.2. The Contractor's mapping and transformation processes shall provide a level of data, API, and Interface consistency, quality, and accuracy throughout the ODS.
  - 2.1.4.3. The Contractor shall document all transformations.

- 2.1.5. The Contractor's MIDA Integration Platform shall enable the transmission of data based on mutually approved, industry-standard formats from authorized source systems (e.g., FHIR, HL7, XML, X12) regardless of the data's format or Source across the MES Ecosystem.
- 2.1.6. The Contractor shall verify that the MIDA Integration Platform performs up to one billion data transactions per year, measured forward from the Effective Date and starting in Phase 2, where a transaction is defined as a REST call and response to a published API or the processing of an EDI transaction through edits, orchestration, and to its endpoint in three second increments, with each three second increment being defined as one transaction.
- 2.1.7. The Contractor shall provide Real Time data monitoring and analysis to monitor the consistency, quality, and overall health of the data for the purpose of maintaining the accuracy and completeness of the data across the MES Ecosystem.
- 2.1.8. The Contractor shall provide ongoing data monitoring and analysis to monitor the consistency, quality, and overall health of the MIDA Integration Platform, such as data quality and Interface files.
- 2.1.9. The Contractor shall test all data transmitted in the MES Ecosystem complies with the Department-approved data standards and best practices, as approved by the Department.
- 2.1.10. The Contractor's MIDA Integration Platform solution shall incorporate existing MES Module data.
- 2.1.11. The Contractor's MIDA Integration Platform solution shall be configured to support both technical and functional platform processes.
  - 2.1.11.1. The technical platform shall use an accelerator that accurately routes transactional files and data the from MIDA Integration Platform to the appropriate destination(s) and processing through completion.
- 2.1.12. The Contractor's MIDA Integration Platform solution must have the flexibility to be changed to accept and process new and incremental data sets from MES Module components.
- 2.1.13. The Contractor shall provide access to all identified environments in the MIDA Integration Platform to Department identified Authorized Users.
- 2.1.14. The Contractor's MIDA Integration Platform shall be scalable, configurable, and provide for technical tools, applications, and data security for implementations.
- 2.1.15. The MIDA Integration Platform shall have the flexibility to scale on demand to meet variations in all of the following:
  - 2.1.15.1. Velocity.
  - 2.1.15.2. Volume.
  - 2.1.15.3. Variability of processing.
- 2.1.16. The Contractor's MIDA Integration Platform shall be compatible with existing MES technology in use at the Department.
- 2.1.17. The Contractor shall implement a dashboard.
  - 2.1.17.1. The dashboard shall have the ability to monitor Real-Time availability of all services, including services such as APIs and EDI.

- 2.1.17.2. The dashboard shall be available in view-only access to the Department and Authorized Users.
- 2.1.18. The MIDA Integration Platform shall be capable of being configured so that the Department may inspect data streams passing through the MIDA Integration Platform for the purpose of conducting quality and performance tracking and improvement evaluations.
  - 2.1.18.1. Performance tracking shall include timeliness, formatting, valid values, and other measures as agreed to by the Parties over the course of each Project and communicated by the Department and the Contractor.
- 2.1.19. ODS Requirements
  - 2.1.19.1. The MIDA Integration Platform shall include an ODS that houses, at a minimum, the data currently existing in the databases for the four MES systems (i.e., BIDM, CBMS, MMIS, and PBMS).
    - 2.1.19.1.1. The Contractor's ODS shall preserve data and data exchange transactions with immutability, traceability, and auditability.
    - 2.1.19.1.2. The Contractor's ODS shall be a Graph Database, with data elements stored in graph entities. If more than five million graph entities are required, the Department may amend this Contract to add additional graph entities and the appropriate funding for those additional graph entities.
      - 2.1.19.1.2.1. At a minimum, the Graph Database shall include all of the following:
        - 2.1.19.1.2.1.1. A combination of technologies to transform data into smart data that carries context, auditability, access rights, and security regardless of how the data moves or evolves over time.
        - 2.1.19.1.2.1.2. The ability to map different types of data from many sources.
        - 2.1.19.1.2.1.3. The ability to build data sources, (e.g., demographic, professional, clinical, billing, and other sources) and builds these into graph entities.
        - 2.1.19.1.2.1.4. The ability to incorporate data from many different types of data sources and build multi-dimensional profiles, including supporting how data entities relate to each other.
        - 2.1.19.1.2.1.5. Consent management for graph entities, including API-based rules that allow a data owner to control others' access to their data using business logic and rules.
    - 2.1.19.1.3. Data converted by the Contractor shall match the data elements exchanged and maintained through Interfaces with the MIDA Integration Platform.
      - 2.1.19.1.3.1. Data converted during Phase 2 will support Integrations associated with completion of MVP, as defined during Phase 1 Discovery and Design (Reference: part of DEL 2.1 MES Integration Platform MVP).
    - 2.1.19.1.4. **PERFORMANCE STANDARD:** Data in the ODS must be stored for three years. Thereafter, data in the ODS shall be stored in a manner that permits access in compliance with Section 4.7.2. to the data for an additional four years, for a total of seven years of storage.
  - 2.1.19.2. The ODS will be limited to three years of data for data analytic purposes.

- 2.1.19.2.1. The Contractor shall archive in a cold storage environment additional years of data. Contractor has budgeted for 3.5TB of cold storage per year, starting in year four of the Contract, if applicable.
- 2.1.19.3. The Contractor shall start with base storage of 10TB in Phase 2 of the Project and increase storage by another 10TB per Fiscal Year for the remainder of the Term of the Contract, up to a maximum of 40TB of data storage.
- 2.1.19.4. The Contractor's ODS shall manage all of the following:
  - 2.1.19.4.1. Internal data access.
  - 2.1.19.4.2. External data access.
  - 2.1.19.4.3. Data ownership.
  - 2.1.19.4.4. Permissioning.
  - 2.1.19.4.5. Recording all incoming and outgoing data transactions between the Integration Platform and the MES Modules.
  - 2.1.19.4.6. Recording all actions in the API Gateway.
  - 2.1.19.4.7. Access to the ODS that includes all the following:
    - 2.1.19.4.7.1. The Contractor shall provide query access to ODS data to identified Authorized Users such that identified Authorized Users may use the application, as defined by the Department.
    - 2.1.19.4.7.2. The Contractor shall allow Authorized Users to use APIs to query and review data in the ODS.
    - 2.1.19.4.7.3. The Department shall identify Authorized Users' access.
  - 2.1.19.4.8. The Contractor shall store and hold ODS data from the Authoritative Source.
  - 2.1.19.4.9. The Contractor shall perform MDM analyses using the stored and held ODS data for the following purposes:
    - 2.1.19.4.9.1. To support data conversion, as necessary and as requested by the Department.
    - 2.1.19.4.9.2. To support data harmonization, as necessary and as requested by the Department.
    - 2.1.19.4.9.3. To support general data quality efforts throughout the MES, including, but not limited to, MPI and 360 Degree View.
  - 2.1.19.4.10. To support Protocol for Responding to and Assessing Patients' Assets, Risks, and Experiences (PRAPARE) data Integrations.
  - 2.1.19.4.11. To support Verato Universal Master Person Index (UMPI)® data Integrations.
  - 2.1.19.4.12. The Department will share with the Contractor the MES Modules and Interfaces for which PRAPARE and Verato UMPI® data Integrations are required.
  - 2.1.19.4.13. The ODS data shall be transmissible, secure, accessible, and manageable by Authorized Users.
- 2.1.19.5. WORK COMPONENT: ODS (Reference: part of DEL 2.1 MES Integration Platform MVP)
- 2.1.19.6. DUE: As identified in Section 1.3.



## 2.1.20. Consent Contract

2.1.20.1. The Contractor shall develop and maintain the Consent Contract as a function of the ODS.

2.1.20.1.1. The Contractor shall manage the permission and set System controls to ensure that only Authorized Users have access to and control of the data.

2.1.20.1.2. The Consent Contract shall provide third-party verification processes for automatic updates to all Integration files to the ODS.

2.1.20.1.3. The Consent Contract shall utilize a configurable rules engine to define when and how data is permissioned to Authorized Users and APIs.

2.1.20.1.4. The Consent Contract shall permit Authorized Users to restrict End Users' abilities to review, query, and access certain data in the ODS.

2.1.20.2. The Contractor shall develop a Consent Contract that identifies the Contractor's approach to all requirements set forth by the Enterprise Governance Council.

2.1.20.2.1. WORK COMPONENT: Consent Contract (Reference: part of DEL 2.1 MES Integration Platform MVP)

2.1.20.2.2. DUE: As identified in Section 1.3.

2.1.21. The Contractor shall provide the Department with the option to incorporate Amazon Web Services (AWS) NLP software or a similar solution into the MIDA Integration Platform for the purpose of reading clinical notes and extracting clinical data.

2.1.21.1. The option shall support data extraction from Consolidated Clinical Document Architecture (CCDA) documents for, at a minimum, the following results:

2.1.21.1.1. Blood pressure.

2.1.21.1.2. Heart rate.

2.1.21.1.3. Respiratory rate.

2.1.21.1.4. Pulse oximetry.

2.1.21.1.5. Temperature.

2.1.21.2. The Contractor shall provide the Department with direct access to the incorporated CCDA data through the MIDA Integration Platform.

2.1.21.3. The Contractor shall provide the Department with any additional cost associated with this option.

## 2.1.22. Integration

### 2.1.22.1. API Requirements

2.1.22.1.1. The Contractor shall provide a service catalog of APIs that the Department and MES Vendors can access.

2.1.22.1.2. The Contractor shall be responsible for providing the 233 Interfaces required for this Contract, as identified in Exhibit H.

2.1.22.1.3. The Contractor shall build a Department-specific API for analyst access to the ODS with the capability to handle up to 55 distinct Authorized Users simultaneously.

- 2.1.22.1.3.1. Should the Department use analytics tools that cannot make a REST call, the Contractor shall utilize a tool such that data access uses a proprietary flat file (PFF) data extract.
- 2.1.22.1.3.1.1. In such an event, the Contractor shall prioritize PFF interfaces among the 233 required Interfaces for inclusion in the production version of the MIDA Integration Platform during the Project.
- 2.1.22.1.4. The Contractor shall include API metrics in the view-only dashboard that includes, but is not limited to, all of the following metrics:
  - 2.1.22.1.4.1. Runtime management.
  - 2.1.22.1.4.2. Security monitoring.
  - 2.1.22.1.4.3. Usage monitoring.
- 2.1.22.1.5. The Contractor shall design, develop, and implement all 233 Interfaces for this Contract through an approved SDLC process.
- 2.1.22.1.6. The Contractor shall provide all MES Vendors' access to the MIDA Integration Platform through APIs, batch, and Interface transmission through the API Portal.
- 2.1.22.1.7. During the Term of this Contract, the Contractor shall identify opportunities to consolidate Interfaces, subject to the Department's approval of any and all consolidation(s).
- 2.1.22.2. The Contractor shall create a MIDA Integration Platform that provides all of the following functionality:
  - 2.1.22.2.1. The ability to create and edit Health Level Seven International (HL7), FHIR, ASC X12, standardized transactions, and National Counsel for Prescription Drugs version D.0 (NCPDP D.0).
  - 2.1.22.2.2. At a minimum, the ability to send, receive, and process the following transactions:
    - 2.1.22.2.2.1. HL7 transactions, including HL7 version 2 and 3, FHIR, and CDA/CCDA.
    - 2.1.22.2.2.2. The HIPAA ASC X12 standard transaction set version 5010 or the latest version as identified by the Department. Standard changes post planning and design are subject to the change control process.
    - 2.1.22.2.2.3. NCPDP D.0 telecom and post adjudication standards.
    - 2.1.22.2.2.4. Other non-standard or expired formats encountered in Existing Systems.
- 2.1.22.3. The Contractor shall create an API platform that provides the following components:
  - 2.1.22.3.1. Metrics.
  - 2.1.22.3.2. Mapping.
  - 2.1.22.3.3. Security for other APIs.
- 2.1.22.4. The Contractor shall build, maintain, and manage the MIDA Integration Platform.
- 2.1.22.5. The Contractor shall develop new Integrations for MES Modules in compliance with the Integrated Project Schedule during the Term of the Contract.
- 2.1.22.6. The Contractor shall deliver to the Department a Production Ready MIDA Integration Platform.

- 2.1.22.6.1. The Production Ready MIDA Integration Platform shall include all of the following:
  - 2.1.22.6.1.1. All components identified in Sections 2.1 through 2.1.22.7.
  - 2.1.22.6.1.2. Be able to work with Production Incidents or Defects at or below thresholds for relevant Service Level Agreements. *See* Section 4.1 through Section 4.2.7.1.5.1.
  - 2.1.22.6.2. WORK COMPONENT: Production Ready MIDA Integration Platform (Reference: part of DEL 2.1 MES Integration Platform MVP)
  - 2.1.22.6.3. DUE: As identified in Section 1.3.
  - 2.1.22.7. After implementation of the Production Ready MIDA Integration Platform to the Department, the Contractor shall be responsible for the operation and maintenance of the Production Ready MIDA Integration Platform, in conformity with the MIDA Operations and Maintenance Plan.
- 2.2. Integrated Enterprise Architecture
  - 2.2.1. The Contractor shall provide Integration architecture framework that accomplishes the following objectives:
    - 2.2.1.1. Permits continuous digital transformation.
    - 2.2.1.2. Enables bidirectional Interfaces.
    - 2.2.1.3. Enables data imports.
    - 2.2.1.4. Enables data exports.
    - 2.2.1.5. Supports connectivity to Existing Systems.
    - 2.2.1.6. Interfaces with new modular solution implementations.
  - 2.2.2. Architecture Document
    - 2.2.2.1. The Contractor shall maintain current state and historical documentation of the Enterprise architecture, including usage of a change log.
    - 2.2.2.2. The Contractor shall develop an Architecture Document.
      - 2.2.2.2.1. The Architecture Document shall include all of the following:
        - 2.2.2.2.1.1. Detailed architectural diagrams of the MES Ecosystem.
        - 2.2.2.2.1.2. Data flows.
        - 2.2.2.2.1.3. Component specifications.
        - 2.2.2.2.1.4. All components of what is included in Software as a Service (SaaS) under this Contract.
        - 2.2.2.2.1.5. Identification of the components covered by Commercial off the Shelf (COTS) products.
        - 2.2.2.2.1.6. Hosting environment details.
        - 2.2.2.2.1.7. Interfaces required with the existing MES Modules.
        - 2.2.2.2.1.8. Interfaces required, which are MMIS, BIDM, PBMS, and CBMS or their new equivalents upon the completion of Department solicitations.

- 2.2.2.2.1.9. The identification of when the information contained in the Architecture Document will be implemented, which shall be identified in the MIDA Project Schedule.
- 2.2.2.2.2. DELIVERABLE: MES Integrated Enterprise Architecture Document (Reference: DEL 1.5 MES Integrated Enterprise Architecture)
- 2.2.2.2.3. DUE: As identified in Section 1.3.
- 2.2.3. Information Architecture
  - 2.2.3.1. The Contractor shall develop an MES Conceptual Data Model.
    - 2.2.3.1.1. The MES Conceptual Data Model shall illustrate the MES Ecosystem and Integration points.
    - 2.2.3.1.2. WORK COMPONENT: MES Conceptual Data Model (Reference: part of DEL 1.6 MES Integrated Enterprise Data Model)
    - 2.2.3.1.3. DUE: As identified in Section 1.3.
- 2.3. Testing
  - 2.3.1. The Contractor shall provide and maintain responsibility for the following persistent environments: Development, Testing, Staging, and Production Environments. Additional temporary environments may be created and deleted, as mutually agreed by the Parties, as needed in support of data conversion, testing, and other needs.
    - 2.3.1.1. The Contractor shall operate the staging environment as the integrated test environment and shall provide integrated test environment improvements and enhancements.
    - 2.3.1.2. The Contractor shall maintain operational functionality for all Environments identified in Section 2.3.1.
  - 2.3.2. Integrated Test Environment Requirements
    - 2.3.2.1. The integrated test environment shall permit the Department and the Contractor to determine whether the MIDA Integration Platform performs according to Department-approved design.
    - 2.3.2.2. The integrated test environment shall allow for end-to-end testing including transmission of all data and Integration between the MIDA Integration Platform and MES Modules.
    - 2.3.2.3. The integrated test environment(s) shall allow for the processing of mock data from production to populate APIs and Interface files with a volume and distribution similar to that of the production System.
    - 2.3.2.4. The integrated test environment shall permit the simultaneous testing within multiple MES Vendor environments. Simultaneous testing means that, at a minimum, the following tests can be run at the same time within multiple environments:
      - 2.3.2.4.1. Testing of data Integration and API exchanges.
      - 2.3.2.4.2. Testing of reporting functionality.
      - 2.3.2.4.3. Testing of data, Interface, and Integration modeling functionality.
      - 2.3.2.4.4. UAT.
      - 2.3.2.4.5. System Integration Testing (SIT).

- 2.3.2.4.6. Unit testing.
- 2.3.2.4.7. Regression testing for all MES Modules.
- 2.3.2.4.8. Performance testing for all MES Modules.
- 2.3.2.4.9. Security testing for all MES Modules.
- 2.3.2.4.10. End-to-end testing for all MES Modules.
- 2.3.2.5. The Contractor shall provide staff, technical expertise, and the tools required to track and report testing activities, testing outcomes, and testing results.
- 2.3.3. The Contractor shall test all MIDA Integration Platform changes and enhancements prior to implementing the change or enhancement in the Production Environment.
- 2.3.4. The Contractor shall set up and provide Testing Environments and test data to support all MES Module Integration testing.
- 2.3.5. The Contractor shall provide the Department's identified Authorized Users with online access to the integrated testing environment.
- 2.3.6. The Contractor shall provide to MES Vendors an automated testing solution throughout the Term of the Contract for Integration, APIs, and Interface changes and enhancements.
- 2.3.6.1. The Contractor shall work with the MES Vendors to provide a recommended solution to design, implement, and document detailed test cases for all testing. Test cases process and procedures are defined in the Department approved Master Testing Strategy and Management Plan (including Defect Management).
- 2.3.6.1.1. Test cases shall include de-identified data and specific test records, detailed steps, expected results, actual results, and be traceable to requirements in the Project scope.
- 2.3.7. **PERFORMANCE STANDARD:** Data shall not be overwritten in SIT or UAT during test cycles unless approved by the Department.
- 2.3.7.1. Refreshing data will be scheduled per the Department-approved Master Testing Strategy and Management Plan (including Defect Management).
- 2.3.8. **Test Results**
- 2.3.8.1. All formal testing performed by the Contractor shall result in Test Results. Test Results shall adhere to the approved Master Testing Strategy and Management Plan (including Defect Management) and, at a minimum, include the following:
  - 2.3.8.1.1. A summary of testing results.
  - 2.3.8.1.2. A trace to the requirement that is the subject of the testing.
  - 2.3.8.1.3. Pass/failure rate.
  - 2.3.8.1.4. Defect identifications.
  - 2.3.8.1.5. Severity level of failed test cases.
  - 2.3.8.1.6. Proposed resolution for identified Defects.
  - 2.3.8.1.7. Entrance and exit criteria for each test phase.
  - 2.3.8.1.8. Integration testing results.
  - 2.3.8.1.9. Regression testing results.

- 2.3.8.1.10. Performance testing results.
- 2.3.8.1.11. Stress testing results.
- 2.3.8.1.12. Penetration test results.
- 2.3.8.2. All Test Results shall be submitted to the Department for review and approval.
- 2.3.8.2.1. WORK COMPONENT: Test Results (Reference: part of DEL 3.5 MES Modular Integration Services)
- 2.3.8.2.2. DUE: As identified in Section 1.3.
- 2.4. Identity and Access Management and Single Sign-On
- 2.4.1. Identity and Access Management (IAM)
- 2.4.1.1. IAM Plan
- 2.4.1.1.1. The Contractor shall develop an IAM Plan.
- 2.4.1.1.1.1. The IAM Plan shall include, at a minimum, all of the following:
  - 2.4.1.1.1.1.1. How the MIDA Integration Platform will integrate information for User account and profile provisioning and de-provisioning, which shall include the create, update, and delete operations.
  - 2.4.1.1.1.1.2. How the MIDA Integration Platform will integrate with existing authentication systems and protocols to authenticate Users, processes, and services.
  - 2.4.1.1.1.1.3. How the MIDA Integration Platform will integrate with existing authorization services to manage groups, roles, and permissions.
  - 2.4.1.1.1.1.4. How the MIDA Integration Platform will permit configuration of User session controls that meet the Department's security and privacy needs.
  - 2.4.1.1.1.1.5. The identification of when the information contained in the IAM Plan will be implemented, which shall be identified in the MIDA Project Schedule.
- 2.4.1.1.1.2. WORK COMPONENT: IAM Plan (Reference: part of DEL 1.5 MES Integrated Enterprise Architecture)
- 2.4.1.1.1.3. DUE: As identified in Section 1.3.
- 2.4.2. Single Sign On (SSO)
- 2.4.2.1. The Contractor shall implement identity security framework that works to authenticate and authorize User access to resources such as applications, data, Systems, and cloud platforms.
- 2.4.2.2. The Contractor shall implement an identity governance process to ensure that User access is granted according to appropriate access policies for onboarding and role responsibility changes.

### **3. REQUIREMENTS APPLICABLE TO PHASE THREE OF WORK**

- 3.1.1. Help Desk
- 3.1.1.1. The Contractor shall provide Help Desk and resolution support services for the MIDA Integration Platform for data Issues, API and Interface Issues, API Portal Issues, and

System performance including Integration support, platform operations, and Department, including any additional agency of the State as determined and designated by Department, and MES Vendor support.

- 3.1.1.2. The Department will be responsible for Tier 1 Help Desk support, which includes User IAM and related access.
  - 3.1.1.2.1. The Contractor shall provide Tier 2 and 3 support desk processes after go-live.
  - 3.1.1.2.2. Tier 2 and Tier 3 support shall address service requests requiring Integration support, MIDA Integration Platform operations, and developer expertise related to the functionality of the MIDA Integration Platform.
  - 3.1.1.2.3. In support of MIDA Integration Platform Users, the Contractor's Support Desk services shall be available in alignment with the Department's operating business hours.
- 3.1.2. At a minimum, the Contractor shall include as part of the Help Desk and resolution support services all of the following activities:
  - 3.1.2.1. Answering questions on the functionality of the MIDA Integration Platform.
  - 3.1.2.2. Troubleshooting and resolving any Issues that Users may encounter regarding the MIDA Integration Platform.
- 3.1.3. The Contractor shall provide Help Desk functionality for Users of the MIDA Integration Platform using the following approach:
  - 3.1.3.1. Users shall be able to contact the Contractor via a toll-free phone number, e-mail, or through a "chat" feature accessed from the web portal.
  - 3.1.3.2. Tier 2 Support: Should a User need help beyond a minimum amount, the Contractor shall receive the call as a "warm transfer" to an experienced group within the Contractor's organization as designated by the Contractor. The Contractor shall take ownership of the call and work directly with the User to resolve the problem or answer more in-depth questions.
  - 3.1.3.3. Tier 3 Support: The highest level of support shall be provided by the Contractor's technical resources or business analyst for problem resolution.
  - 3.1.3.4. In responding to Users' web portal inquiries, Contractor shall follow protocols approved by the Department, including any additional agency of the State as determined and designated by Department, and documented in the Help Desk Management Plan (Reference: part of DEL 3.6 MES Integration Platform O&M).
- 3.1.4. The Contractor shall provide operations dashboard and reports that will include, but not be limited to, performance, number of Production Incidents, and resolution status (collectively "Help Desk Metrics Report").
  - 3.1.4.1. The Contractor shall deliver the Help Desk Metrics Report to the Department and any additional agency of the State, as determined and designated by Department, for review and approval.
    - 3.1.4.1.1. **WORK COMPONENT:** Help Desk Metrics Report (Reference: part of DEL 3.6 MES Integration Platform O&M)
    - 3.1.4.1.2. **DUE:** As identified in Section 1.3.

3.1.5. The Contractor shall provide ongoing Help Desk support for operations as well as support for any enhancements made to the MIDA Integration Platform's or MES Vendors' interaction(s) with the MIDA Integration Platform.

3.1.6. The Contractor shall provide Help Desk services 24 hours per day and seven days per week.

#### **4. SERVICE LEVEL AGREEMENTS (SLAS)**

##### **4.1. Data Management SLAs**

##### **4.1.1. SLA01.A**

4.1.1.1. The Contractor shall notify the Department and applicable Source MES Vendors via a EY-IPS-generated automatic alert of Production Incidents that the Contractor identifies in Real Time MES transactions, such as REST and Simple Object Access Protocol (SOAP) API within one Business Hour after the Contractor identifies the Production Incident.

4.1.1.1.1. **PERFORMANCE STANDARD:** The Contractor shall notify the Department and applicable Source MES Vendor about Real Time MES transaction Production Incidents within one Business Hour after the Contractor identifies the Real-Time MES transaction Production Incident.

4.1.1.2. The Contractor shall provide or initiate the EY-IPS-generated automatic alert via a Real Time message through HTTP code, such as 404, 403, 401, and 500 to the Department and the applicable Source MES Vendor within one Business Hour after the Contractor notifies the Department and the applicable Source MES Vendor of the Real Time MES transaction Production Incident.

4.1.1.2.1. **PERFORMANCE STANDARD:** The Contractor shall provide or initiate a EY-IPS-generated automatic alert via a Real Time message through HTTP code to the Department and the applicable Source MES Vendor within one Business Hour after the Contractor notifies the Department and the applicable Source MES Vendor of the Real Time MES transaction Production Incident.

4.1.1.3. The Contractor shall prepare a Preliminary Root Cause Analysis (RCA), which may be included in a EY-IPS-generated automatic alert as identified in Section 4.1.1.2. or may be a standalone document, for each identified Real Time MES transaction Production Incident within two Business Hours after the Contractor notifies the Department and the applicable Source MES Vendor of the Real Time MES transaction Production Incident, including in circumstances in which the Real Time MES transaction Production Incident precluded loading and/or using the data.

4.1.1.3.1. The Contractor shall deliver each Preliminary RCA to the Department for review and approval. The Contractor shall not use any Preliminary RCA prior to the Department's approval of that document.

4.1.1.3.1.1. **WORK COMPONENT:** Preliminary RCA (Reference: part of DEL 3.6 MES Integration Platform O&M)

4.1.1.3.1.2. **DUE:** Not later than two Business Hours after the Contractor provided notice of the Real Time MES transaction Production Incident to the Department and applicable Source MES Vendor



- 4.1.1.4. The Contractor shall prepare a Resolution Plan, which shall include all SOPs related to the Real Time MES transaction Production Incident, such as all SOPs used to respond to error codes and edits tracked by EY-IPS.
  - 4.1.1.4.1. The Contractor shall deliver each Resolution Plan to the Department for review and approval. The Contractor shall not use any Resolution Plan prior to the Department's approval of that document.
    - 4.1.1.4.1.1. **WORK COMPONENT:** Resolution Plan (Reference: part of DEL 3.6 MES Integration Platform O&M)
    - 4.1.1.4.1.2. **DUE:** Not later than two Business Hours after the Contractor provided notice of the Real Time MES transaction Production Incident to the Department and applicable Source MES Vendor
- 4.1.1.5. The Contractor shall prepare a Final Production Incident Report for each Real Time MES transaction Production Incident for which a RCA and Resolution Plan was prepared.
  - 4.1.1.5.1. The Final Production Incident Report shall contain all of the following:
    - 4.1.1.5.1.1. The identification of the date and time of the Real Time MES transaction Production Incident.
    - 4.1.1.5.1.2. The duration of the Real Time MES transaction Production Incident.
    - 4.1.1.5.1.3. A description of the scope of the impact of the Real Time MES transaction Production Incident.
    - 4.1.1.5.1.4. A description of the way in which the Real Time MES transaction Production Incident was resolved.
    - 4.1.1.5.1.5. The identification of changes to prevent similar Real Time MES transaction Production Incidents in the future.
    - 4.1.1.5.1.6. Any additional information related to the information contained in the Preliminary RCA or Resolution Plan.
  - 4.1.1.5.2. The Contractor shall deliver each Final Production Incident Report to the Department for review and approval.
    - 4.1.1.5.2.1. **WORK COMPONENT:** Final Production Incident Report (Reference: part of DEL 3.6 MES Integration Platform O&M)
    - 4.1.1.5.2.2. **DUE:** Not later than 30 days after resolution of the Incident
- 4.1.2. **SLA01.B**
  - 4.1.2.1. The Contractor shall notify the Department and applicable Source MES Vendor via a EY-IPS-generated automatic alert of Production Incidents that the Contractor identifies in Batch-File MES transactions within one Business Hour after the Contractor identifies the Production Incident.
    - 4.1.2.1.1. **PERFORMANCE STANDARD:** The Contractor shall notify the Department and applicable Source MES Vendor about Batch-File MES transaction Production Incidents within one Business Hour after the Contractor identifies the Batch-File MES transaction Production Incident.

- 4.1.2.2. The Contractor shall provide or initiate the EY-IPS-generated automatic alert via standard transaction-response files (e.g., TA1, 999, 277) to the Department and the applicable Source MES Vendor within one Business Hour after the Contractor notifies the Department and the applicable Source MES Vendor of the Batch-File MES transaction Production Incident.
- 4.1.2.2.1. **PERFORMANCE STANDARD:** The Contractor shall provide or initiate a EY-IPS-generated automatic alert via standard transaction-response files to the Department and the applicable Source MES Vendor within one Business Hour after the Contractor notifies the Department and the applicable Source MES Vendor of the Batch-File MES transaction Production Incident.
- 4.1.2.3. The Contractor shall prepare a Preliminary RCA, which may be included in a EY-IPS-generated automatic alert as identified in Section 4.1.2.2. or may be a standalone document, for each identified Production Incident within two Business Hours after the Contractor notifies the Department and the applicable Source MES Vendor of the Batch-File MES transaction Production Incident, including in circumstances in which the Batch-File MES transaction Production Incident precluded loading and/or using the data.
- 4.1.2.3.1. The Contractor shall deliver each Preliminary RCA to the Department for review and approval. The Contractor shall not use any Preliminary RCA prior to the Department's approval of that document.
- 4.1.2.3.1.1. **WORK COMPONENT:** Preliminary RCA (Reference: part of DEL 3.6 MES Integration Platform O&M)
- 4.1.2.3.1.2. **DUE:** Not later than two Business Hours after the Contractor provided notice of the Batch-File MES transaction Production Incident to the Department and applicable Source MES Vendor
- 4.1.2.4. The Contractor shall prepare a Resolution Plan, which shall include all SOPs related to the Batch-File MES transaction Production Incident, such as all SOPs used to respond to error codes and edits tracked by EY-IPS.
- 4.1.2.4.1. The Contractor shall deliver each Resolution Plan to the Department for review and approval. The Contractor shall not use any Resolution Plan prior to the Department's approval of that document.
- 4.1.2.4.1.1. **WORK COMPONENT:** Resolution Plan (Reference: part of DEL 3.6 MES Integration Platform O&M)
- 4.1.2.4.1.2. **DUE:** Not later than two Business Hours after the Contractor provided notice of the Batch-File MES transaction Production Incident to the Department and applicable Source MES Vendor
- 4.1.2.5. The Contractor shall prepare a Final Production Incident Report for each Batch-File MES transaction Production Incident for which a RCA and Resolution Plan was prepared.
- 4.1.2.5.1. The Final Production Incident Report shall contain all of the following:
  - 4.1.2.5.1.1. The identification of the date and time of the Batch-File MES transaction Production Incident.
  - 4.1.2.5.1.2. The duration of the Batch-File MES transaction Production Incident.

- 4.1.2.5.1.3. A description of the scope of the impact of the Batch-File MES transaction Production Incident.
- 4.1.2.5.1.4. A description of the way in which the Batch-File MES transaction Production Incident was resolved.
- 4.1.2.5.1.5. The identification of changes to prevent similar Batch-File MES transaction Production Incidents in the future.
- 4.1.2.5.1.6. Any additional information related to the information contained in the Preliminary RCA or Resolution Plan.
- 4.1.2.5.2. The Contractor shall deliver each Final Production Incident Report to the Department for review and approval.
- 4.1.2.5.2.1. WORK COMPONENT: Final Production Incident Report (Reference: part of DEL 3.6 MES Integration Platform O&M)
- 4.1.2.5.2.2. DUE: Not later than 30 days after resolution of the Incident
- 4.2. System Management SLAs
- 4.2.1. SLA02.A
- 4.2.1.1. Notice of Priority 1 Production Incidents
- 4.2.1.1.1. The Contractor shall provide to the Department Notice of each Priority 1 Production Incident within 30 minutes after the Contractor discovers the Priority 1 Production Incident.
- 4.2.1.1.1.1. The Notice of a Priority 1 Production Incident shall include all of the following:
- 4.2.1.1.1.1.1. Identification of the Production Incident priority.
- 4.2.1.1.1.1.2. Date of the Priority 1 Production Incident.
- 4.2.1.1.1.1.3. Time of the Priority 1 Production Incident.
- 4.2.1.1.1.1.4. If the Production Incident is resolved prior to providing the Notice of a Priority 1 Production Incident, when the Production Incident was resolved and ended.
- 4.2.1.1.1.2. The Contractor shall deliver each Notice of a Priority 1 Production Incident to the Department for review and approval.
- 4.2.1.1.1.2.1. WORK COMPONENT: Notice of a Priority 1 Production Incident (Reference: part of DEL 3.6 MES Integration Platform O&M)
- 4.2.1.1.1.2.2. DUE: Not later than 30 minutes after the Contractor discovers the Production Incident
- 4.2.2. SLA02.B
- 4.2.2.1. Preliminary RCA and Resolution Plan for Priority 1 Production Incidents
- 4.2.2.1.1. The Contractor shall prepare a Preliminary RCA and Resolution Plan for each Priority 1 Production Incident, which shall include all SOPs written for each Priority 1 Production Incident type, based on error type.
- 4.2.2.1.1.1. The Contractor shall deliver each Preliminary RCA and Resolution Plan to the Department for review and approval. The Contractor shall not use any Preliminary RCA and Resolution Plan prior to the Department's approval of that document.

- 4.2.2.1.1.1.1. WORK COMPONENT: Preliminary RCA and Resolution Plan (Reference: part of DEL 3.6 MES Integration Platform O&M)
- 4.2.2.1.1.1.2. DUE: Not later than two hours after the Contractor provided the Notice of a Priority 1 Production Incident to the Department
- 4.2.3. SLA02.C
- 4.2.3.1. Reports for and Resolution of Priority 1 Production Incidents
- 4.2.3.1.1. The Contractor shall provide an Incident Resolution Report for all Priority 1 Production Incidents.
- 4.2.3.1.1.1. The Incident Resolution Report shall include all of the following:
  - 4.2.3.1.1.1.1. Confirmation of restoration of service or of the remediation plan.
  - 4.2.3.1.1.1.2. Timeline for resolution of the Priority 1 Production Incident.
- 4.2.3.1.1.2. The Contractor shall deliver each Incident Resolution Report to the Department for review and approval. The Contractor shall not use any Incident Resolution Report prior to the Department's approval of that document.
- 4.2.3.1.1.2.1. WORK COMPONENT: Incident Resolution Report
- 4.2.3.1.1.2.2. DUE: Not later than 24 hours after the Department approves the Preliminary RCA and Resolution Plan for the Priority 1 Production Incident
- 4.2.3.1.2. The Contractor shall deliver each Final Production Incident Report to the Department for review and approval.
- 4.2.3.1.2.1. WORK COMPONENT: Final Production Incident Report (Reference: part of DEL 3.6 MES Integration Platform O&M)
- 4.2.3.1.2.2. DUE: Not later than 30 days after resolution of the Incident
- 4.2.3.1.3. The Contractor shall prepare a Progress Reports for each Priority 1 Production Incident until the Priority 1 Production Incident is resolved.
- 4.2.3.1.3.1. The Contractor shall deliver each Progress Report to the Department for review and approval.
- 4.2.3.1.3.1.1. WORK COMPONENT: Progress Report
- 4.2.3.1.3.1.2. DUE: Every four hours, calculated from the time the Contractor provides the Notice of a Priority 1 Production Incident to the Department
- 4.2.3.1.4. The Contractor shall resolve all Priority 1 Production Incident(s) within 24 hours after the Contractor identifies the Priority 1 Production Incident.
- 4.2.3.1.4.1. PERFORMANCE STANDARD: All Priority 1 Production Incident(s) resolved within 24 hours after the Contractor's identification of the Priority 1 Production Incident.
- 4.2.4. SLA02.D
- 4.2.4.1. Notice of Priority 2 Production Incidents
- 4.2.4.1.1. The Contractor shall provide to the Department Notice of each Priority 2 Production Incident.

- 4.2.4.1.1.1. The Notice of a Priority 2 Production Incident shall include all of the following:
  - 4.2.4.1.1.1.1. Identification of the Production Incident priority.
  - 4.2.4.1.1.1.2. Date of the Priority 2 Production Incident.
  - 4.2.4.1.1.1.3. Time of the Priority 2 Production Incident.
  - 4.2.4.1.1.1.4. If the Production Incident is resolved prior to providing the Notice of a Priority 2 Production Incident, when the Production Incident was resolved and ended.
- 4.2.4.1.1.2. The Contractor shall deliver each Notice of a Priority 2 Production Incident to the Department for review and approval.
- 4.2.4.1.1.2.1. WORK COMPONENT: Notice of a Priority 2 Production Incident (Reference: part of DEL 3.6 MES Integration Platform O&M)
- 4.2.4.1.1.2.2. DUE: Not later than 60 minutes after the Contractor discovers the Production Incident
- 4.2.5. SLA02.E
  - 4.2.5.1. Preliminary RCA and Resolution Plan for Priority 2 Production Incidents
    - 4.2.5.1.1. The Contractor shall prepare a Preliminary RCA and Resolution Plan for each Priority 2 Production Incident, which shall include all SOPs written for each Priority 2 Production Incident type, based on error type.
      - 4.2.5.1.1.1. The Contractor shall deliver each Preliminary RCA and Resolution Plan to the Department for review and approval. The Contractor shall not use any Preliminary RCA and Resolution Plan prior to the Department's approval of that document.
        - 4.2.5.1.1.1.1. WORK COMPONENT: Preliminary RCA and Resolution Plan (Reference: part of DEL 3.6 MES Integration Platform O&M)
        - 4.2.5.1.1.1.2. DUE: Not later than eight Business Hours after the Contractor provided the Notice of a Priority 2 Production Incident to the Department
- 4.2.6. SLA02.F
  - 4.2.6.1. Reports for and Resolution of Priority 2 Production Incidents
    - 4.2.6.1.1. The Contractor shall provide an Incident Resolution Report for all Priority 2 Production Incidents.
      - 4.2.6.1.1.1. The Incident Resolution Report shall include all of the following:
        - 4.2.6.1.1.1.1. Confirmation of restoration of service or of the remediation plan.
        - 4.2.6.1.1.1.2. Timeline for resolution of the Priority 2 Production Incident.
      - 4.2.6.1.1.2. The Contractor shall deliver each Incident Resolution Report to the Department for review and approval. The Contractor shall not use any Incident Resolution Report prior to the Department's approval of that document.
        - 4.2.6.1.1.2.1. WORK COMPONENT: Incident Resolution Report
        - 4.2.6.1.1.2.2. DUE: Not later than 14 days after the Contractor identifies the Incident
    - 4.2.6.1.2. The Contractor shall prepare a Daily Status Update for each Priority 2 Production Incident until the Priority 2 Production Incident is resolved.

- 4.2.6.1.2.1. The Contractor shall deliver each Daily Status Update to the Department for review and approval.
- 4.2.6.1.2.1.1. WORK COMPONENT: Daily Status Update
- 4.2.6.1.2.1.2. DUE: Not later than noon every day
- 4.2.6.1.3. The Contractor shall resolve all Priority 2 Production Incident(s) within 36 hours after the Department approves the Preliminary RCA and Resolution Plan for the Priority 1 Production Incident(s).
- 4.2.6.1.3.1. PERFORMANCE STANDARD: All Priority 2 Production Incident(s) resolved within 36 hours after the Department approves the Preliminary RCA and Resolution Plan for the Priority 1 Production Incident(s).
- 4.2.7. SLA03
- 4.2.7.1. Priority 3 Production Incidents
- 4.2.7.1.1. The Contractor shall provide to the Department Notice of each Priority 3 Production Incident.
- 4.2.7.1.1.1. The Notice of a Priority 3 Production Incident must include all of the following:
  - 4.2.7.1.1.1.1. Identification of Production Incident priority.
  - 4.2.7.1.1.1.2. Date of the Priority 3 Production Incident.
  - 4.2.7.1.1.1.3. Time of the Priority 3 Production Incident.
  - 4.2.7.1.1.1.4. If the Production Incident is resolved prior to providing the Notice of a Priority 3 Production Incident, when the Production Incident was resolved and ended.
- 4.2.7.1.1.2. The Contractor shall deliver each Notice of a Priority 3 Production Incident to the Department for review and approval.
- 4.2.7.1.1.2.1. WORK COMPONENT: Notice of a Priority 3 Production Incident (Reference: part of DEL 3.6 MES Integration Platform O&M)
- 4.2.7.1.1.2.2. DUE: Not later than one Business Day after the Contractor discovers the Production Incident.
- 4.2.7.1.2. The Contractor shall prepare a Preliminary RCA and Resolution Plan for each Priority 3 Production Incident, which shall include all SOPs written for each Priority 3 Production Incident type, based on error type.
- 4.2.7.1.2.1. The Contractor shall deliver each Preliminary RCA and Resolution Plan to the Department for review and approval. The Contractor shall not use any Preliminary RCA and Resolution Plan prior to the Department's approval of that document.
- 4.2.7.1.2.1.1. WORK COMPONENT: Preliminary RCA and Resolution Plan (Reference: part of DEL 3.6 MES Integration Platform O&M)
- 4.2.7.1.2.1.2. DUE: Not later than 48 hours after the Contractor provided the Notice of a Priority 3 Production Incident to the Department.
- 4.2.7.1.3. The Contractor shall provide an Incident Resolution Report for all Priority 3 Production Incidents.
- 4.2.7.1.3.1. The Incident Resolution Report shall include all of the following:

- 4.2.7.1.3.1.1. Confirmation of the remediation deployment.
- 4.2.7.1.3.1.2. Confirmation of the timeline for implementation previously agreed upon by the Parties in the Preliminary RCA and Resolution Plan.
- 4.2.7.1.3.2. The Contractor shall deliver each Incident Resolution Report to the Department for review and approval. The Contractor shall not use any Incident Resolution Report prior to the Department's approval of that document.
- 4.2.7.1.3.2.1. WORK COMPONENT: Incident Resolution Report
- 4.2.7.1.3.2.2. DUE: Not later than one month after the Department approves the Preliminary RCA and Resolution Plan for the Priority 3 Production Incident
- 4.2.7.1.3.3. The Contractor shall deliver each Final Production Incident Report to the Department for review and approval.
- 4.2.7.1.3.3.1. WORK COMPONENT: Final Production Incident Report (Reference: part of DEL 3.6 MES Integration Platform O&M)
- 4.2.7.1.3.3.2. DUE: Not later than 30 days after resolution of the Incident
- 4.2.7.1.4. The Contractor shall prepare a Weekly Progress Report for each Priority 3 Production Incident until the Priority 3 Production Incident is resolved.
- 4.2.7.1.4.1. The Contractor shall deliver each Weekly Progress Report to the Department for review and approval.
- 4.2.7.1.4.1.1. WORK COMPONENT: Weekly Progress Report
- 4.2.7.1.4.1.2. DUE: Not later than every Friday by 5:00 p.m.
- 4.2.7.1.5. The Contractor shall resolve all Priority 3 Production Incident(s) within one month after the Contractor identifies the Priority 3 Production Incident.
- 4.2.7.1.5.1. PERFORMANCE STANDARD: All Priority 3 Production Incident(s) resolved within one month after the Contractor's identification of the Priority 3 Production Incident.
- 4.3. TESTING SLAs
- 4.3.1. Testing Environments
- 4.3.1.1. SLA04.A
- 4.3.1.1.1. The Contractor shall ensure that the User Acceptance Testing (UAT) environment is available to be used 99.9% of the time during Scheduled Testing Activities.
- 4.3.1.1.1.1. PERFORMANCE STANDARD: The UAT testing environment shall be available 99.9% of the time when Scheduled Testing Activities are planned.
- 4.3.1.1.2. The Contractor shall ensure that all testing environments that are defined in the MES Master Testing Strategy and Management Plan (including Defect Management) are available as set forth in Section 4.3.1.1.1.
- 4.3.1.2. SLA04.B
- 4.3.1.2.1. The Contractor shall resolve any unscheduled testing environment downtime within one Business Hour after the Contractor identifies the downtime.

4.3.1.2.1.1. **PERFORMANCE STANDARD:** All unscheduled downtime in all testing environments shall be resolved, with access to the testing environment restored, within one hour after the Contractor identifies the downtime.

4.3.1.2.2. The Contractor shall ensure that all testing environments are available during the hours of 7:00 a.m. and 11:00 p.m. Mountain Time, as adjusted for Daylight Saving Time, on all days on which Scheduled Testing Activities are planned.

#### 4.4. Deployment of Code/Functionality SLAs

##### 4.4.1. SLA05.A

4.4.1.1. The Contractor shall deploy code and/or functionality to the Production Environment after the Contractor receives the Department's written approval to implement the code/functionality during an Operational Readiness Review Meeting.

4.4.1.1.1. **PERFORMANCE STANDARD:** All Department-approved code and/or functionality shall be implemented after the Department has provided written approval to implement the code-functionality.

#### 4.5. PRODUCT INCREMENTS SLAs

##### 4.5.1. SLA05.B

4.5.1.1. The Contractor shall complete product increments from the approved design to ready-to-test.

##### 4.5.2. SLA05.C

4.5.2.1. The Contractor shall promote Product Increments after UAT to Operational Readiness Review (ORR) only when the identified Product Increment is free from all Priority 1 Production Defects and all Priority 2 Production Defects.

4.5.2.1.1. **PERFORMANCE STANDARD:** The promotion of Product Increments after UAT to ORR shall be completed only when the identified Product Increment is free from all Priority 1 Production Defects and all Priority 2 Production Defects.

4.5.2.2. The Contractor shall present each Product Increment at an ORR Meeting with no Priority 1 Production Defects and no Priority 2 Production Defects.

4.5.2.2.1. The Department may decide at any ORR Meeting to promote a Product Increment that contains Priority 1 Production Defect(s) and/or Priority 2 Production Defect(s) if there is a remediation plan and no Users will be impacted.

#### 4.6. LICENSING SLAs

##### 4.6.1. SLA06

4.6.1.1. The Contractor shall have responsibility for obtaining, controlling, and ensuring the working order of all hardware and software licenses and certificates necessary to complete the Work.

4.6.1.1.1. The Contractor shall manage the production hardware and software licenses.

4.6.1.2. **PERFORMANCE STANDARD:** The Contractor shall renew all hardware and software licenses and certificates on time so that no hardware or software license expires.

#### 4.7. SYSTEM PERFORMANCE SLAs



#### 4.7.1. SLA07.A

4.7.1.1. The Contractor shall ensure that the Production Environment is available 24 hours per day and 7 days per week, with a monthly availability of 99.9% uptime, excluding Department-approved planned downtime.

4.7.1.1.1. Monthly availability is calculated as follows:

4.7.1.1.1.1. 
$$\text{Availability Percentage} = \frac{\text{Unplanned Unavailability or Downtime (Total Downtime - Approved Downtime - Department approval time for Preliminary RCAs and Resolution Plans)}}{\text{Total Time (24x7) over a month period}}$$

4.7.1.1.2. Unplanned Unavailability shall not include cloud platform unplanned outages.

4.7.1.1.2.1. If a cloud platform unplanned outage occurs, the Contractor shall notify the Department within one Business Hour after learning of the cloud platform unplanned outage.

4.7.1.1.2.2. If a cloud platform unplanned outage occurs, the Contractor shall contact the cloud platform throughout the duration of the cloud platform unplanned outage to learn more information about resolution of the unplanned outage and communicate all information from the cloud platform to the Department.

4.7.1.1.2.3. An unplanned cloud platform outage shall be considered "Approved Downtime."

4.7.1.1.3. The Contractor shall request approval of all planned downtime, and the Department will not unreasonably withhold planned downtime approval.

4.7.1.2. The Contractor shall deliver the Monthly System Performance Availability Report to the Department for review and approval.

4.7.1.2.1. **WORK COMPONENT:** Monthly System Performance Availability Report (Reference: part of DEL 2.2/3.1 Program & Project Management Report (Monthly))

4.7.1.2.2. **DUE:** Not later than seven business days after the end of each calendar month

#### 4.7.2. SLA07.B

4.7.2.1. The Contractor shall provide API native service performance that meets 90% Latency of less than 10,000 milliseconds as measured by the API provider time per message request, in relation to online transaction processing (OLTP) functions and not in relation to online analytical processing (OLAP) functions.

4.7.2.1.1. **PERFORMANCE STANDARD:** The API native service performance shall have 90% Latency of less than 10,000 milliseconds.

4.7.2.2. The Contractor shall provide the Department with access to the API Gateway native service performance dashboard for purposes of the Department utilizing the API Gateway native service performance dashboard to perform real-time monitoring of system performance, in the Department's discretion.

#### 4.8. PERSONNEL SLA

##### 4.8.1. SLA08

4.8.1.1. The Contractor shall comply Exhibit E, Section 2.1.3.

- 4.8.1.1.1. **PERFORMANCE STANDARD:** The Contractor shall not voluntarily change individuals in Key Personnel positions without the prior written approval of the Department.

4.9. The Contractor will not be held responsible for SLA metrics that are not within its control.

## **5. MODIFICATION AND ENHANCEMENT WORK**

- 5.1. The Department, at its sole discretion, may request Contractor perform projects as listed in this Section. Work in this section shall not duplicate any Work elsewhere in this Contract, and no other Work already required under this Contract shall constitute a project under this section.
- 5.2. Work under this section may include, but is not limited to, the following:
  - 5.2.1. Additional integrations that are not otherwise included in this Contract, including modifications to data storage or system components related those integrations.
  - 5.2.2. Integration-related work for special initiatives set by Department senior management or elected officials.
  - 5.2.3. Integration Work resulting from Fiscal Notes submitted by the Colorado Legislative Branch or other legislation.
- 5.3. The Department may initiate an ad hoc project by submitting a written request to Contractor for an estimate of the hours and services required to complete the ad hoc project.
- 5.4. Contractor shall respond in writing to the Department's request for estimates within five Business Days following receipt of the request, unless the Department provides a longer period in writing.
  - 5.4.1. If the Department submits an emergency request, the Department will define the turnaround time and reduced detail for the emergency request for the Contractor's response.
  - 5.4.2. Contractor's response shall include:
    - 5.4.2.1. An estimate of the total hours needed to complete the project, and a breakdown of hours per critical activity.
    - 5.4.2.2. The names of each person assigned to the project, including that person's:
      - 5.4.2.2.1. Work responsibilities related to the project.
      - 5.4.2.2.2. Estimated number of hours to complete their responsibilities related to the project.
      - 5.4.2.2.3. Role, as described in Exhibit C, Section 2.2.
    - 5.4.2.3. The activities and milestones required to complete the project.
    - 5.4.2.4. A timeline delineating the estimated completion dates of activities critical to the project.
    - 5.4.2.5. Fixed Deliverable and milestone completion payments based on the estimated hours for each person and the rates for that person described in Exhibit C, Section 3. Once a project is approved, Contractor shall not bill for individual hours for that project, but shall instead only bill for the fixed Deliverable or Work Component and milestone completion payments shown in the approved estimate for the delivery of the stated Deliverables or Work Components and completion of the stated milestones.
    - 5.4.2.6. If the people assigned to the project already have responsibilities under this Contract, including under other projects initiated under this section, then a description of how

Contractor will ensure that the Work, including milestones and timelines, for this project does not conflict with that other Work.

- 5.5. The Department will review Contractor's response and may elect not to have Contractor perform any of the projects requested, may elect to modify the scope of the project and request a new estimate, or may request changes to Contractor's response. The Department may elect to have Contractor perform or not perform additional projects in the Department's sole discretion.
- 5.6. Once the Department notifies Contractor that it has approved its estimate and has elected to have Contractor perform the project, Contractor shall perform the project in accordance with the Department's request and the approved estimate.
  - 5.6.1. Contractor shall not begin any project prior to the Department's approval of the Project.
  - 5.6.2. All Deliverables or Work Components resulting from a project under this Section shall comply with the general Deliverable and Work Component requirements described in Exhibit E.
  - 5.6.3. If Contractor performs any Work for a project that creates ongoing services or responsibilities for operations that are the same as or substantially similar to ongoing services or responsibilities stated elsewhere in this Contract, such as creating an additional interface or modifying an existing system component for which Contractor has responsibility for that system component, then Contractor shall maintain that Work in the same manner as it would all other similar Work, such as by maintaining the interface in the same manner as all other interfaces or maintaining the modified system component in the same way Contractor was originally required to maintain that system component.
- 5.7. Contractor shall not perform any work on a project that would result in the creation of a liability to the Department that would exceed the Contract Maximum for the State Fiscal Year shown on the Cover Page for this Contract in which that work would be performed. Contractor shall not bill or otherwise charge for the time provided in responding to a request in this Section. The Department shall not be liable to pay Contractor for any work performed in violation of this section.
  - 5.7.1. The funding available for each fiscal year for projects under this Section is shown in Exhibit C, Section 2.2.

## **6. COMPENSATION AND INVOICING**

- 6.1. Compensation
  - 6.1.1. The Contractor will receive payment as specified in Exhibit C, Rates.
- 6.2. Detailed Invoicing and Payment Procedures
  - 6.2.1. Contractor shall submit two invoices to the Department on a monthly basis, by the 15<sup>th</sup> Business Day of the month following the month that the invoices cover. One invoice shall address fixed monthly price compensation and one invoice shall address Deliverable and SLA compensation. Contractor shall not invoice the Department for a month prior to the last day of that month.
  - 6.2.2. The Contractor's invoice that addresses fixed monthly price compensation shall contain all of the following for the month for which the invoices cover:
    - 6.2.2.1. The Contract Number shown on the cover page for this Contract to facilitate invoice processing.

- 6.2.2.2. A clear description of the time period the invoice covers.
- 6.2.2.3. The Fixed Monthly Infrastructure Fee, shown in Exhibit C, related to the invoice month.
- 6.2.2.4. The Fixed Monthly Service Payment, shown in Exhibit C, related to the invoice month.
- 6.2.2.5. The total amount due for the invoiced month with respect to fixed monthly price compensation.
- 6.2.3. The Contractor's invoice that addresses Deliverables and SLA compensation shall contain all of the following for the month for which the invoices cover:
  - 6.2.3.1. The Contract Number shown on the cover page for this Contract to facilitate invoice processing.
  - 6.2.3.2. A clear description of the time period the invoice covers.
  - 6.2.3.3. The Monthly SLA Performance Payment Amount, shown in Exhibit C, related to the invoice month, corresponding to those SLAs that Contractor successfully achieved.
  - 6.2.3.4. The total amount due for all achieved SLAs during that month.
  - 6.2.3.5. Each Deliverable, shown in Exhibit C, that was accepted by the Department during that month.
  - 6.2.3.6. The amount due for each Deliverable shown on the invoice.
  - 6.2.3.7. The total amount due for all Deliverables accepted by the Department during that month.
  - 6.2.3.8. The Total amount due for all achieved SLAs and accepted Deliverables during that month.
- 6.3. Closeout Payments
- 6.4. Notwithstanding anything to the contrary in this Contract, all payments for the final month of this Contract shall be paid to Contractor no sooner than 10 days after the Department has determined that Contractor has completed all of the requirements of the Closeout Period.

## EXHIBIT C, RATES

### 1. MONTHLY PAYMENTS

#### 1.1. Fixed Monthly Payments

- 1.1.1. The Department shall pay Contractor a Fixed Monthly Infrastructure Fee each month for Contractor proving all infrastructure, including maintaining active licenses for all necessary hardware and software to meet the requirements of this Contract, upon the Department's acceptance of Contractor's invoice for that month:

<b>PERIOD</b>	<b>FIXED MONTHLY INFRASTRUCTURE FEE</b>
May 2023 through June 2023	\$75,300.92
July 2023 through October 2023	\$75,300.92
November 2023 through June 2024	\$94,126.15
July 2024 through October 2024	\$94,126.15
November 2024 through June 2025	\$112,951.38
July 2025 through June 2026	\$112,951.38
July 2026 through June 2027	\$112,951.38
July 2027 through October 2027	\$112,951.38
November 2027 through June 2028	\$125,000.00
July 2028 through June 2029	\$125,000.00
July 2029 through June 2030	\$125,000.00
July 2030 through June 2031	\$125,000.00
July 2031 through June 2032	\$125,000.00

- 1.1.2. The Department shall pay Contractor a Fixed Monthly Service Payment each month for Contractor delivering all Work Components in compliance with the Requirements Traceability Matrix described in Exhibit B, Section 1.5.4. and the Integrated Project Schedule described in Exhibit B, Section 1.4.3.1., and providing all other services described in this Contract upon the Department's acceptance of Contractor's invoice for that month:

<b>PERIOD</b>	<b>FIXED MONTHLY SERVICE PAYMENT</b>
Effective Date through April 2023	\$157,088.01
May 2023 through June 2023	\$168,657.12
July 2023 through October 2023	\$168,657.12
November 2023 through June 2024	\$466,460.93
July 2024 through October 2024	\$466,460.93
November 2024 through June 2025	\$392,162.72
July 2025 through October 2025	\$392,162.72
November 2025 through April 2026	\$260,991.98
May 2026 through June 2026	\$190,813.58
July 2026 through April 2027	\$190,813.58
May 2027 through June 2027	\$184,147.92
July 2027 through October 2027	\$184,147.92
November 2027 through June 2028	\$140,000.00

July 2028 through October 2028	\$140,000.00
November 2028 through June 2029	\$141,960.00
July 2029 through October 2029	\$141,960.00
November 2029 through June 2030	\$147,668.45
July 2030 through October 2030	\$147,668.45
November 2030 through June 2031	\$153,543.92
July 2031 through October 2031	\$153,543.92
November 2031 through June 2032	\$159,685.67

## 1.2. Monthly Performance Payments

1.2.1. The Department shall pay Contractor each of the Monthly SLA Performance Payments described in this section for each month in which Contractor meets each requirement associated with the SLA that the Monthly SLA Performance Payment is tied to, upon the Department's acceptance of Contractor's invoice for that month.

1.2.1.1. The requirements are associated with SLAs as described in this section. Contractor shall only be considered to have met an SLA for a month if Contractor meets all associated requirements for that SLA as shown on the following table.

<b>LEVEL OF CRITICALITY</b>	<b>ASSOCIATED SLA REQUIREMENT SECTIONS (All section references are to Exhibit B unless otherwise noted)</b>
Critical	Sections 4.2.3 through 4.2.3.1.4.1 (SLA02.C); Sections 4.3.1.1 through 4.3.1.1.2 (SLA04.A); Sections 4.3.1.2 through 4.3.1.2.2 (SLA04.B); Sections 4.4.1 through 4.4.1.1.1 (SLA05.A); Sections 4.5.1 through 4.5.1.1 (SLA05.B); Sections 4.5.2 through 4.5.2.2.1 (SLA05.C); Sections 4.7.1 through 4.7.1.2.2 (SLA07.A); Sections 4.7.1 through 4.7.2.2 (SLA07.B); and Sections 4.8.1 through 4.8.1.1.1 (SLA08)
Medium	Sections 4.1.1 through 4.1.1.5.2.2 (SLA01.A); Sections 4.1.2 through 4.1.2.5.2.2 (SLA01.B); Sections 4.2.1 through 4.2.1.1.1.2.2 (SLA02.A); Sections 4.2.4 through 4.2.4.1.1.2.2 (SLA02.D); and Sections 4.2.7 through 4.2.7.1.5.1 (SLA03)
Low	Sections 4.2.2 through 4.2.2.1.1.1.2 (SLA02.B); Sections 4.2.5 through 4.2.5.1.1.1.2 (SLA02.E); Sections 4.2.6 through 4.2.6.1.3.1 (SLA02.F); and Sections 4.6.1 through 4.6.1.2 (SLA06)

1.2.1.2. Provided Contractor successfully completes all SLAs in each Level of Criticality in each identified month, the amount of each Monthly SLA Performance Payment is shown in the following table:

<b>LEVEL OF CRITICALITY</b>	<b>PERIOD</b>	<b>MONTHLY SLA PERFORMANCE PAYMENT AMOUNT</b>
Critical	July 2023 through June 2024	\$38,871.75

Medium	July 2023 through June 2024	\$38,871.75
Low	July 2023 through June 2024	\$38,871.75
Critical	July 2024 through June 2025	\$32,680.23
Medium	July 2024 through June 2025	\$32,680.23
Low	July 2024 through June 2025	\$32,680.23
Critical	July 2025 through December 2025	\$21,749.34
Medium	July 2025 through December 2025	\$21,749.34
Low	July 2025 through December 2025	\$21,749.34
Critical	January 2026 through June 2026	\$15,901.14
Medium	January 2026 through June 2026	\$15,901.14
Low	January 2026 through June 2026	\$15,901.14
Critical	July 2026 through December 2026	\$15,901.14
Medium	July 2026 through December 2026	\$15,901.14
Low	July 2026 through December 2026	\$15,901.14
Critical	January 2027 through June 2027	\$15,345.66
Medium	January 2027 through June 2027	\$15,345.66
Low	January 2027 through June 2027	\$15,345.66

1.2.1.2.1. If Contractor does not successfully complete all SLA requirements in a Level of Criticality during a specific month or if a previous Corrective Action Plan (CAP) failed to successfully remediate a failed SLA, then the following shall apply:

1.2.1.2.1.1. The Department will notify Contractor when Contractor misses, is incomplete, does not satisfactorily complete, or fails to remediate an SLA. Contractor shall create a CAP for each SLA in each Level of Criticality that Contractor did not satisfactorily complete or that Contractor failed to remediate.

1.2.1.2.1.1.1. Each Corrective Action Plan shall include all of the following:

1.2.1.2.1.1.1.1. An introduction.

1.2.1.2.1.1.1.2. An RCA.

1.2.1.2.1.1.1.3. A Defect description.

1.2.1.2.1.1.1.4. A Defect remediation plan.

1.2.1.2.1.1.1.5. A validation approach, e.g., process change, UAT, etc.

1.2.1.2.1.1.1.6. If the CAP is in relation to a failed remediation, a description of the way in which Contractor will correct the SLA issue and what changes were made to the previous CAP to successfully complete the remediation.

1.2.1.2.1.1.2. Contractor shall deliver each CAP to the Department for review and approval.

1.2.1.2.1.1.2.1. WORK COMPONENT: Corrective Action Plan

1.2.1.2.1.1.2.2. DUE: For Critical SLAs, within 24 hours after the Department notifies Contractor of the missed, incomplete, or unsatisfactory SLA. For Medium SLAs, within three days after the Department notifies Contractor of the missed, incomplete, or unsatisfactory SLA. For Low SLAs, within five days after the Department notifies Contractor of the missed, incomplete, or unsatisfactory SLA.

1.2.1.2.1.2. Provided Contractor remediates and successfully completes any monthly missed, incomplete, or unsatisfactory SLAs as provided in the CAP, then the Monthly SLA Performance Payment set forth in Section 1.2.1.2. shall apply.

1.2.1.2.1.3. Provided Contractor does not remediate and successfully completes any monthly missed, incomplete, or unsatisfactory SLAs as provided in the CAP, the amount of the Monthly SLA Performance Payment shall be as follows:

<b>LEVEL OF CRITICALITY</b>	<b>PERIOD</b>	<b>SLA PERFORMANCE PAYMENT AMOUNT AFTER UNSUCCESSFUL REMEDIATION</b>
Critical	July 2023 through June 2024	\$18,871.75
Medium	July 2023 through June 2024	\$26,871.75
Low	July 2023 through June 2024	\$30,871.75
Critical	July 2024 through June 2025	\$2,680.23
Medium	July 2024 through June 2025	\$20,680.23
Low	July 2024 through June 2025	\$24,680.23
Critical	July 2025 through December 2025	\$1,749.34
Medium	July 2025 through December 2025	\$9,749.34
Low	July 2025 through December 2025	\$13,749.34
Critical	January 2026 through June 2026	\$0
Medium	January 2026 through June 2026	\$3,901.14
Low	January 2026 through June 2026	\$7,901.14
Critical	July 2026 through December 2026	\$0
Medium	July 2026 through December 2026	\$3,901.14
Low	July 2026 through December 2026	\$7,901.14
Critical	January 2027 through June 2027	\$0
Medium	January 2027 through June 2027	\$3,345.66
Low	January 2027 through June 2027	\$7,345.66

1.2.1.2.2. No payment shall be made to Contractor should Contractor fail to create and deliver a CAP as provided in Section 1.2.1.2.1.2.3.



## 2. ONE-TIME DELIVERABLE PAYMENTS

- 2.1. The Department shall pay Contractor a Fixed Deliverable Payment for each of the following Deliverables that are accepted by the Department:

<b>DELIVERABLE</b>	<b>DUE DATE</b>	<b>FIXED DELIVERABLE PAYMENT</b>
1.1 Project Plan & Schedule	Not later than 60 Business Days after the Effective Date	\$113,838
1.2 PMP	Not later than 60 Business Days after the Effective Date	\$50,536
1.9 CMS Certification Plan	As identified in Exhibit B, Section 1.3.	\$8,497
1.13 Requirements Management Strategy	As identified in Exhibit B, Section 1.3.	\$44,450
1.3 MES Modernization Program Gap Analysis	As identified in Exhibit B, Section 1.3.	\$33,731
1.4 MES Modernization Roadmap	As identified in Exhibit B, Section 1.3.	\$35,241
1.5 MES Integrated Enterprise Architecture	As identified in Exhibit B, Section 1.3.	\$20,055
1.10 MIDA Governance Policies & Plan	As identified in Exhibit B, Section 1.3.	\$10,294
1.6 MES Integrated Enterprise Data Model	As identified in Exhibit B, Section 1.3.	\$27,794
1.7 Data Integration Services Design & Plan	As identified in Exhibit B, Section 1.3.	\$6,502
1.14 Business Continuity and Disaster Recovery (BC/DR) Plan	As identified in Exhibit B, Section 1.3.	\$8,891
1.11 Data Quality and Management & Plan	As identified in Exhibit B, Section 1.3.	\$26,011
1.12 System Security Framework & Plan	As identified in Exhibit B, Section 1.3.	\$27,450

1.8 Operations Plan	As identified in Exhibit B, Section 1.3.	\$19,403
2.1 MES Integration Platform MVP – Member, as identified in Exhibit B, Section 1.1.2.2.1.4.	As identified in Exhibit B, Section 1.3.	\$317,860
2.1 MES Integration Platform MVP – Provider, as identified in Exhibit B, Section 1.1.2.2.1.4.	As identified in Exhibit B, Section 1.3.	\$317,860
2.1 MES Integration Platform MVP – IAM, as identified in Exhibit B, Section 1.1.2.2.1.2.3.	As identified in Exhibit B, Section 1.3.	\$317,860
2.1 MES Integration Platform MVP – Go-Live, as identified in Exhibit B, Sections 2.1.22.6. through Section 2.1.22.7.	As identified in Exhibit B, Section 1.3.	\$317,860

- 2.2. The following Deliverables included in Section 2.1. that reflect due dates based on Exhibit B, Section 1.3., are reflected on the Cover Page in the Contract Maximum Amount for State Fiscal Year 2023: Deliverables 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.9, 1.10, 1.13, and 1.14. The following Deliverables included in Section 2.1. that reflect due dates based on Exhibit B, Section 1.3., are reflected on the Cover Page in the Contract Maximum Amount for State Fiscal Year 2024: Deliverables 1.8, 1.11, 1.12, and 2.1. Some Deliverables that are included in Section 2.1 that reflect due dates based on Exhibit B, Section 1.3. may be delivered to the Department in future State Fiscal Years as compared to the State Fiscal Year designations set forth herein. If that happens, the Department, in its sole discretion, will revise the Contract Maximum Amount on the Cover page, by providing written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this contract, for purposes of accounting for a decrease in the Contract Maximum Amount for the Fiscal Year in which the Deliverable originally was included and of accounting for an increase the Contract Maximum Amount for the Fiscal Year in which the Deliverable is expected to be delivered to the Department.

### 3. MODIFICATION AND ENHANCEMENT HOURS

- 3.1. The chart in this section describes the hourly rates that Contractor shall use to calculate the reasonable Deliverable or Work Component and milestone completion payment amounts for all projects described under the Modification and Enhancement Work in Exhibit B, Section 4.9. This chart is for calculation purposes only to determine the Deliverable or Work Component and milestone completion payment amounts, and the Department shall not pay hourly rates for any Work performed under that Section.
- 3.1.1. The Parties also agree to use these rates as a guide to help determine a reasonable price for all amendments to this Contract that increase or decrease work.
- 3.2. The hourly rates to be used for the calculations described in this section for each SFY are shown on the table below:

ROLE	SFY2023	SFY2024	SFY2025	SFY2026	SFY2027
Agile Coach	\$210.00	\$216.30	\$222.79	\$229.47	\$236.35
Business Analyst	\$180.00	\$185.40	\$190.96	\$196.69	\$202.59
Data Analyst	\$210.00	\$216.30	\$222.79	\$229.47	\$236.35
Data Architect	\$210.00	\$216.30	\$222.79	\$229.47	\$236.35

DevOps/Build/Automation Engineer	\$190.00	\$195.70	\$201.57	\$207.62	\$213.85
Documentation Technical Writers	\$160.00	\$164.80	\$169.74	\$174.83	\$180.07
Full-stack/Integration Developer	\$210.00	\$216.30	\$222.79	\$229.47	\$236.35
Functional Subject Matter Expert	\$210.00	\$216.30	\$222.79	\$229.47	\$236.35
Operations Engineer	\$210.00	\$216.30	\$222.79	\$229.47	\$236.35
Organizational Change Management Consultant	\$210.00	\$216.30	\$222.79	\$229.47	\$236.35
Project Manager	\$215.00	\$221.45	\$228.09	\$234.93	\$241.98
Quality Assurance Engineer/Tester	\$160.00	\$164.80	\$169.74	\$174.83	\$180.07
Scrum Master / Release Manager	\$190.00	\$195.70	\$201.57	\$207.62	\$213.85
Security Architect	\$215.00	\$221.45	\$228.09	\$234.93	\$241.98
Software Architect	\$210.00	\$216.30	\$222.79	\$229.47	\$236.35
System Analyst	\$180.00	\$185.40	\$190.96	\$196.69	\$202.59
Systems Architect	\$210.00	\$216.30	\$222.79	\$229.47	\$236.35
UI designer	\$180.00	\$185.40	\$190.96	\$196.69	\$202.59
UX Researcher	\$210.00	\$216.30	\$222.79	\$229.47	\$236.35

- 3.2.1. For work done in SFY 2028 and beyond, the rates for each role used to calculate the Deliverable or Work Component and milestone completion payment amounts described in Section 2.2.2 above for any month shall not exceed 104% of the rate of that role for that month in the prior year.
- 3.2.2. The total amount of funding available for projects described in Exhibit B, Section 4.9 for each fiscal year is as follows:

<b>SFY</b>	<b>MODIFICATION AND ENHANCEMENT FUNDING AVAILABLE</b>
SFY 2023	\$0.00
SFY 2024	\$0.00
SFY 2025	\$0.00
SFY 2026	\$0.00
SFY 2027	\$0.00
SFY 2028	\$0.00
SFY 2029	\$0.00
SFY 2030	\$0.00
SFY 2031	\$0.00
SFY 2032	\$0.00

- 3.2.2.1. The Department may increase or decrease the funding the amount available in this Section through the use of an Option Letter substantially similar to Exhibit F.

## **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. Anomaly – Data is flowing in the MIDA Integration Platform but there is no data integrity between the ODS and the Source System or System, Integration processes, or Integration components and are incomplete in their transmission.
  - 1.1.3. API Gateway – A programming layer that accepts and processes concurrent API calls, which happen when APIs submit requests to a server. An API Gateway manages traffic, authorizes End Users, and monitors performance.
  - 1.1.4. API Portal – A bridge between API providers and API consumers that provides information about the API at every stage of its life cycle.
  - 1.1.5. Application Programming Interface (API) – A set of routines, protocols, and tools for establishing connections between software applications.
  - 1.1.6. ASC X12 – American National Standards Institute Accredited Standards Committee electronic data interchange standard.
  - 1.1.7. Attribute-Based Access Control (ABAC) – ABAC, also known as Policy-based access control, defines an access control paradigm whereby access rights are granted to Users through using policies which combine attributes together.
  - 1.1.8. Authoritative Source – The owner of data, such as an Existing Vendor or MES Vendor. The Authoritative Source is from where data originates.
  - 1.1.9. 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.
  - 1.1.10. Batch Processing – The execution of software programs to process data files.
  - 1.1.11. Batch File – A file that contains a set of data to be processed in batch by the MIDA Integration Platform.
  - 1.1.12. Big Data – A term for the collection of data sets so large and complex that it becomes difficult to process using on-hand database management tools or traditional data processing applications.
  - 1.1.13. Business Architecture – Business Architecture defines the business operations and develops the Enterprise with defined capabilities and performance standards.
  - 1.1.14. 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.

- 1.1.15. 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.
- 1.1.16. Change Management – A collective term for all approaches to prepare, support, and help individuals, teams, and organizations in making organizational change. It includes methods that redirect or redefine the use of resources, business process, budget allocations, or other modes of operation that significantly change a company or organization.
- 1.1.17. Change Request – A formal proposal to modify a document, Deliverable, Work Component, or baseline; a formal proposal to make a System change; or a formal proposal to make any other System modification.
- 1.1.18. Charter – A document issued by the project initiator or sponsor that formally authorizes the existence of a project, and provides the project manager with the authority to apply organizational resources to project activities.
- 1.1.19. Child Health Plan Plus (CHP+) – Colorado’s public low-cost health insurance for certain children and pregnant women. It is for people who earn too much to qualify for Health First Colorado (Colorado's Medicaid Program), but not enough to pay for private health insurance.
- 1.1.20. CMS Standards and Conditions – The standards and conditions that pertain to the design and development of healthcare systems and are a fundamental cornerstone in the MITA State Self-Assessment activity. State’s enhanced federal funding depends upon system modernization that focuses on incorporating industry standards, business rules, and service-oriented architecture principles to foster improved business results and enhance interoperability to lower costs and improve health outcomes.
- 1.1.21. Colorado Revised Statutes (C.R.S.) – The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.
- 1.1.22. Consultative Support Services – Services used to integrate and optimize Colorado’s MES Business, Technical, and Information Architectures. Consultative Support Services provide services to support the Department with strategic planning and decision making that will impact re-planning of the MES Modernization Roadmap.
- 1.1.23. Consumer Price Index- Urban (CPI-U) – The Consumer Price Index for All Urban Consumers published by the US Department of Labor, Bureau of Labor Statistics.
- 1.1.24. 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.
- 1.1.25. 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.
- 1.1.26. Data Governance – The exercise of authority, control, and shared decision making (e.g., planning, monitoring and enforcement) over the management of data assets.
- 1.1.27. Defect – A genuine error, malfunction, fault, or failure which prevents the System from operating as intended. A Defect also includes situations in which a part or component of the System was operating as intended but at some point stopped working as intended.
- 1.1.28. Delegated Administration – Refers to a decentralized model of role or group management. In this model, the application or process owner creates, manages, and delegates the management

of roles. A centralized IT team simply operates the service of directory, meta directory, web interface for administration, and related components.

- 1.1.29. Deliverable – Any tangible or intangible object produced by Contractor as a result of the work that is intended to be delivered to the Department, regardless of whether the object is specifically described or called out as a “Deliverable” or not.
- 1.1.30. Department Staff – Colorado Department of Health Care Policy & Financing (HCPF) State employees or contracted personnel, as determined by the Department.
- 1.1.31. 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.
- 1.1.32. 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.
- 1.1.33. Division Director – A Director in the Colorado Department of Health Care Policy & Financing (HCPF).
- 1.1.34. 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).
- 1.1.35. Existing Data – Within the Department’s Existing System, the data sets, artifacts, records, models, diagrams, archived data, interfaced data and files, data in the legacy systems, data warehouse, that need to be converted under this Contract.
- 1.1.36. Existing System – All of the MES systems in existing as of the Effective Date.
- 1.1.37. Existing Vendors – The MES Vendors associated with each MES-related contract at the time of the Effective Date.
- 1.1.38. Fiscal Year – The State’s Fiscal Year, defined as running from July 1 in a defined calendar year through June 30 in the following calendar year.
- 1.1.39. Fraud – An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to that person or some other person and includes any act that constitutes fraud under any federal or state law.
- 1.1.40. Go-Live – The time during a Project at which a Contractors’ solution or product is officially released into production.
- 1.1.41. Governance – The formal framework that guides the MIDA Integration Platform project to achieve the goals of the Department.
- 1.1.42. Graph Database – Graph databases store relationships directly, physically. This optimizes relationship processing, including information like patients, disease states or collections of comorbidities, and treatment protocols.
- 1.1.43. Health Care Affordability for all Coloradans – A Department goal.
- 1.1.44. Health First Colorado – Colorado’s Medicaid Program.

- 1.1.45. Health Insurance Portability and Accountability Act (HIPAA) – The Health Insurance Portability and Accountability Act of 1996, as amended.
- 1.1.46. HUB – The effective center of an activity, network, or region. A collection of data from multiple Sources and organized for distribution, sharing, and often subsetting and sharing. A data HUB manages the connections to each of the systems and orchestrates the data flow among the systems.
- 1.1.47. Information Architecture – The structure of a system and structural design of shared information environments. It is the way information is grouped, the navigation methods, and terminology used within the system.
- 1.1.48. 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.
- 1.1.49. Interfaces – Any or all of the 233 interfaces identified in Exhibit H.
- 1.1.50. Issues – A negative result, outcome, or action that has already occurred.
- 1.1.51. Latency – The delay before a transfer of data begins following an instruction for its transfer. Latency is the time it takes for data to pass from one point on a network to another.
- 1.1.52. Key Personnel – The position or positions that are specifically designated as such in this Contract.
- 1.1.53. Maintenance and Operations – Includes the day-to-day activities necessary for the building or built structure, its systems and equipment, and an occupant or User to perform the occupant's or User's intended function.
- 1.1.54. Maintenance and Operations Phase – The period of time after which a Project has moved from DDI and into production.
- 1.1.55. Master Data Management – An Enterprise infrastructure and associated processes for collecting, aggregating, matching, consolidating, quality-assuring, persisting and distributing Master Data throughout an organization to ensure consistency and control in the ongoing maintenance and use of this information.
- 1.1.56. Master Patient Index – A Master Patient Index (MPI), also referred to as a patient master index, patient registry, or a client registry, is an electronic database that holds demographic information on every patient who receives healthcare services. The MPI aims to accurately match and link records by uniquely identifying individuals.
- 1.1.57. Medicaid Ecosystem – The complex network or interconnected systems under the Department's Medicaid umbrella.
- 1.1.58. Medicaid Enterprise Solutions – The MMIS, PBMS, CBMS, and BIDM systems.
- 1.1.59. 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.
- 1.1.60. Meeting Minutes – Captures the attendees, the discussion topics, Action Items and next steps, and decisions made during the meeting.
- 1.1.61. Meeting Records – Are the recorded or written Meeting Agenda, Meeting Minutes, and any related documentation, videos, or attachments.

- 1.1.62. Member – Any individual enrolled in the Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
- 1.1.63. MES Data Source – A Source system.
- 1.1.64. MES Department Contacts – Designated Department points of contact for MES procurements, contracts, and Project Management communications.
- 1.1.65. MES Ecosystem – The technical environment of the MES, consisting of the MIDA Integration Platform, 233 Interfaces, the Existing Systems, MES Modules, and Source Systems of Existing Vendors and MES Vendors connected to the MIDA Integration Platform through APIs.
- 1.1.66. 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 to integrate with the MIDA Integration Platform.
- 1.1.67. MES Standards – Aligned with CMS MITA conditions and standards, Colorado OIT, PMBOK, SAFe, 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.
- 1.1.68. 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).
- 1.1.69. MIDA Division Director – The Director of the Departments’ Medicaid Enterprise Solutions Integration, Data & Alignment (MIDA) Division.
- 1.1.70. MIDA Integration Platform – Medicaid Enterprise System Integration Platform.
- 1.1.71. MIDA Project(s) – The portfolio of Medicaid MES Module integration efforts under the Medicaid Enterprise Solutions Integration, Data & Alignment (MIDA) Service Integrator contracted scope of work.
- 1.1.72. MIDA Project Schedule –The schedule that manages the tasks and activities for the MES Vendor.
- 1.1.73. 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.
- 1.1.74. Operational Start Date – When the Department authorizes Contractor to begin fulfilling its obligations under the Contract.
- 1.1.75. Operations Phase – The phase when the product or service, resulting from the Project, starts to be used in operations mode.
- 1.1.76. 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.



- 1.1.77. 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.
- 1.1.78. Other Personnel – Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.
- 1.1.79. Pool Hours – Allotments of hours budgeted by the Contractor to support consultative and technical support services specifically related to enhancements that shall be identified, defined, and scoped during the course of the Project.
- 1.1.80. Priority 1 Production Incident – Critical Issues, which are 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.
- 1.1.81. Priority 2 Production Incident – High or Major Issues, which are defined as operations 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.
- 1.1.82. Priority 3 Production Incident – The overall production is operational with no major impact on the Department’s business operation and a reasonable workaround is available.
- 1.1.83. Product Increments – Project Milestones in which the Contractor delivers a set of software functions to the Department that satisfy Contract requirements and demonstrate business value.
- 1.1.84. 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.
- 1.1.85. Production Incident – A service disruption that requires a response from the Contractor according to Project SLAs.
- 1.1.86. Production Ready – After System testing, a System that is ready for Go-Live into the production environment.
- 1.1.87. Project – A Project encompasses each MES Module and each of the 233 interfaces identified in Exhibit H.
- 1.1.88. Project Artifact – Anything the Contractor produces during the Contract.
- 1.1.89. 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. Project Management standards are based on the PMBOK.
- 1.1.90. 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.
- 1.1.91. Provider – Any health care professional or entity that has been accepted as a provider in the Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Department.

- 1.1.92. Provider Directory – A tool for Members and Providers to select, contact, and make informed decisions when selecting a contracted Medicaid Provider for medical care needs.
- 1.1.93. 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.
- 1.1.94. Requirements Specification – A collection of 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.
- 1.1.95. Risk – An uncertain event or condition that, if it occurs, has a positive or negative effect on a Project's objectives.
- 1.1.96. 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.
- 1.1.97. 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.
- 1.1.98. 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.
- 1.1.99. 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.
- 1.1.100. Start-Up Period – The period starting on the Effective Date and ending on the Operational Start Date.
- 1.1.101. System(s) – The MIDA Integration Platform and the MES Ecosystem, which includes the data, business rules, APIs, subscriptions, licenses, and other components required to allow the System to continue to operate as prior to contract turnover.
- 1.1.102. 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.
- 1.1.103. 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.
- 1.1.104. Technical Support Services – Technical Support Services inform the Department's decision-making, provide solution design and delivery, and guide the Integration effort through continuous alignment with the design and architecture of the MES Integration Platform. Technical Support Services also support MES Vendors' onboarding needs for completing the Integrations and data conversions using best practices to support the Department's goals.
- 1.1.105. Technical Stack – The combination of technologies a company uses to build and run an application or Project, typically consisting of programming languages, frameworks, a database, front-end tools, back-end tools, and applications connected via APIs.
- 1.1.106. 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.

- 1.1.107. Testing Phase – The period of time during which the Contractor and the Department confirm the Project meets design specifications.
- 1.1.108. 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).
- 1.1.109. 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.
- 1.1.110. Verato Universal Master Person Index (UMPI)® – A healthcare technology platform which is a cloud-based Enterprise master person index that enables a complete 360° view of data about patients, that connects each person and their fractured, duplicated data into one complete picture.
- 1.1.111. Work Component – Documents and/or product increments created toward the completion of a Deliverable. Work Components are subject to a formal review and approval process as part of its associated Deliverable.
- 1.1.112. 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.
- 1.1.113. 360 Degree View – A complete, full-circle view of all key Project contributors of who the Project contributors are and every angle of their relationship with an organization, including qualitative and quantitative metrics designed to identify which capabilities Project contributors possess, such as technical, operational, and integral, along with levels of maturity, which are measured from 0 to 5 and from non-existent to comprehensive and fully integrated.

## **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. ADO – Azure Dev/Ops - Tool used for the RTM and code deployments
  - 2.1.3. AI – Artificial Intelligence
  - 2.1.4. API – Application Programming Interface
  - 2.1.5. ARB – Architecture Review Board
  - 2.1.6. AWS – Amazon Web Services
  - 2.1.7. BIDM – Business Intelligence Data Management System
  - 2.1.8. CAP – Corrective Action Plan

- 2.1.9. CAQH CORE® – Council for Affordable Quality Healthcare Committee on Operating Rules for Information Exchange®
- 2.1.10. CBMS – Colorado Benefits Management System
- 2.1.11. CDA – Clinical Document Architecture
- 2.1.12. CCD A – Consolidated Clinical Document Architecture
- 2.1.13. CFR – Code of Federal Regulations
- 2.1.14. CHP+ – Child Health Plan Plus
- 2.1.15. CISP – Colorado Information Security Policy
- 2.1.16. CMS – Centers for Medicare and Medicaid Services
- 2.1.17. CORA –Colorado Open Records Act, C.R.S. §24–72–200.1, et. seq.
- 2.1.18. COTS – Commercial off the Shelf
- 2.1.19. C.R.S. – Colorado Revised Statutes
- 2.1.20. CPI – Consumer Price Index
- 2.1.21. CPI-U – CPI for all urban consumers
- 2.1.22. DAMA – Data Management Association
- 2.1.23. DAMA DMBOK – Data Management Association International’s (DAMA) Data Management Body of Knowledge
- 2.1.24. DDI – Design, Development, and Implementation
- 2.1.25. DED – Deliverables Expectations Document
- 2.1.26. DevOps – Development and Operations
- 2.1.27. EDI – Electronic Data Interchange
- 2.1.28. EPMO – The Department’s Enterprise Project Management Office
- 2.1.29. ESB – Enterprise Service Bus
- 2.1.30. ETL – Extract Transform Load
- 2.1.31. EY-IPS – EY Integration Platform Services
- 2.1.32. FHIR – Fast Healthcare Interoperability Resources
- 2.1.33. HIPAA – Health Insurance Portability and Accountability Act of 1996, as amended
- 2.1.34. HIT – State Medicaid Health Information Technology
- 2.1.35. HL7 – Health Level Seven International
- 2.1.36. IAM – Identity and Access Management
- 2.1.37. ICD – MES Interface Control Document
- 2.1.38. ILT – Instructor-Led Training
- 2.1.39. ITN – Invitation to Negotiate
- 2.1.40. KPI – Key Performance Indicators

- 2.1.41. MDM – Master Data Management
- 2.1.42. MES – Medicaid Enterprise Solutions
- 2.1.43. MFCU – The Colorado Medicaid Fraud Control Unit in the Colorado Department of Law
- 2.1.44. MIDA – MES Integration Data and Alignment
- 2.1.45. MITA – Medicaid Information Technology Architecture
- 2.1.46. MITA SS-A – Medicaid Information Technology Architecture State Self-Assessment
- 2.1.47. MMIS – Medicaid Management Information System
- 2.1.48. MPI – Master Patient Index
- 2.1.49. MVP – Minimum Viable Product
- 2.1.50. NCPDP D.0 – National Counsel for Prescription Drugs version D.0
- 2.1.51. NLP – Natural Language Processing
- 2.1.52. NMEH – National Medicaid EDI HIPAA Workgroup
- 2.1.53. OAUTH – Open Authentication
- 2.1.54. OCM – Organizational Change Management
- 2.1.55. ODS – Operational Data Store
- 2.1.56. PBMS – Pharmacy Benefit Management System
- 2.1.57. PCCB – Priority Change Control Board
- 2.1.58. PCI – Payment Card Information
- 2.1.59. PHI – Protected Health Information
- 2.1.60. PII – Personally Identifiable Information
- 2.1.61. PMBOK – Project Management Body of Knowledge
- 2.1.62. PMO – Project Management Officer
- 2.1.63. PMP – Project Management Plan
- 2.1.64. PRAPARE – Protocol for Responding to and Assessing Patients’ Assets, Risks, and Experiences
- 2.1.65. PWA – Microsoft Project Web App
- 2.1.66. RBAC – Role-Based Access Control
- 2.1.67. RCA – Root Cause Analysis
- 2.1.68. REST – Representational State Transfer
- 2.1.69. RFP – Request for Proposal
- 2.1.70. RTM – Requirements Traceability Matrix
- 2.1.71. SaaS – Software as a Service
- 2.1.72. SAgile – Scaled Agile Framework
- 2.1.73. SAML – Security Assertion Markup Language

- 2.1.74. SDLC – System Development Lifecycle
- 2.1.75. SFY – State Fiscal Year
- 2.1.76. SIT – System Integration Testing
- 2.1.77. SLA – Service Level Agreement
- 2.1.78. SMC – Streamlined Modular Certification
- 2.1.79. SME – Subject Matter Expert
- 2.1.80. SOAP – Simple Object Access Protocol
- 2.1.81. SOP – Standard Operating Procedure
- 2.1.82. SSO – Single Sign On
- 2.1.83. SSPR – Self-Service Password Reset
- 2.1.84. STS – Security Token Services
- 2.1.85. T-MSIS – Transformed Medicaid Statistical Information System
- 2.1.86. TRA – Technical Reference Architecture
- 2.1.87. U.S.C. – United States Code
- 2.1.88. UAT – User Acceptance Training
- 2.1.89. USCDI – United States Core Data for Interoperability
- 2.1.90. VARA – Visual Rights Act of 1990
- 2.1.91. WS – Web Services

## **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 inform the Department on current trends and issues in the healthcare marketplace and provide information on new technologies in use that may impact the Contractor's responsibilities under this Contract.
- 1.5. 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.
- 1.6. Deviation caused by the Department or an MES Vendor from the Department-approved timeline set forth in the MIDA Project Schedule will be subject to the change control process.
- 1.7. Deliverables and Work Components
  - 1.7.1. All Deliverables and Work Components shall meet Department-approved format and content requirements. Unless otherwise specific in Exhibit B, Statement of Work, the Contractor shall produce all Deliverables and Work Components according to Exhibit B, Section 1.3, Deliverables and Work Components Due Dates, or the Department-approved MIDA Project Schedule, as applicable.
    - 1.7.1.1. Contractor shall submit each Deliverable and Work Component in electronic media to the Department for review and approval and shall adhere to the following Deliverable and Work Component process such for any documentation creation, review, and acceptable cycle, the Contractor shall:
      - 1.7.1.1.1. Gather and document requirements for the Deliverable and Work Component.
      - 1.7.1.1.2. Create a draft in the Department-approved format for the individual Deliverable and Work Component.

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



formatted uniformly, and contain accurate information and correct calculations. Contractor shall retain all draft and marked-up documents and checklists utilized in reviewing Deliverables and Work Components for reference as directed by the Department.

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

#### 1.8. Stated Deliverables, Work Components, and Performance Standards

- 1.8.1. Any section within this 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.
- 1.8.2. The Contractor shall deliver each new and revised Deliverable or Work Component, whether the Work Component is part of a Deliverable or a standalone Work Component that is not a part of a Deliverable, to the Department for review and approval. The Contractor shall not executive activities, obligations, responsibilities, specifications, or other requirements prior to the Department's approval of the new or revised Deliverable and/or Work Component.
- 1.8.3. The Contractor shall implement or otherwise perform all tasks, obligations, tracking information, roles, schedules, or other responsibilities set forth in all new and revised

Deliverables or Work Components, whether the Work Component is part of a Deliverable or a standalone Work Component, in conformity with the Deliverable or Work Component, after obtaining the Department's approval of each new or revised Deliverable or Work Component.

- 1.8.4. Unless otherwise specified in this Contract, or unless circumstances require more frequent reviews or updates, the Contractor shall review, update, and submit revised Deliverables and Work Components no less often than on a quarterly basis. The due date for quarterly reviews and updates related to each Deliverable and Work Component shall be identified in the MIDA Project Schedule. If no changes have occurred with respect to a specific Deliverable or Work Component, the Contractor shall identify that no changes have been made to the identified Deliverable or Work Component. The review process identified in Exhibit E, Section 1.7.1.2. shall apply to all revised Deliverables and Work Components.

#### 1.9. Communication with the Department

- 1.9.1. 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.
- 1.9.2. The Contractor shall provide remote conferencing availability for the purpose of meeting with the Department and the Department's vendors or other stakeholders.
- 1.9.2.1. The Contractor shall provide remote conferencing space when requested by the Department.
- 1.9.3. The Contractor shall have access to and use the same email, calendar, and communication tools as the Department.
- 1.9.3.1. At the time of execution of this Contract, those tools are Gmail, Google Calendar, and Google Chat.
- 1.9.3.2. The Department will provide notice to the Contractor during the term of this Contract if its email, calendar, and communication tools change.
- 1.9.4. The Department will use a transmittal process to provide the Contractor with official direction within the scope of the Contract. 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:
- 1.9.4.1. The date the transmittal will be effective.
- 1.9.4.2. Direction to the Contractor regarding performance under the Contract.
- 1.9.4.3. A due date or timeline by which the Contractor shall comply with the direction contained in the transmittal.
- 1.9.4.4. The signature of the Department employee who has been designated to sign transmittals.
- 1.9.4.4.1. The Department will provide 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.

- 1.9.5. The Department may deliver a completed transmittal to the Contractor in hard copy, as a scanned attachment to an email or through a dedicated communication system, if such a system is available.
  - 1.9.5.1. If a transmittal is delivered through a dedicated communication system or other electronic system, then the Department may use an electronic signature to sign that transmittal.
- 1.9.6. If the Contractor receives conflicting transmittals, 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.
- 1.9.7. 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.
- 1.9.8. Transmittals may not be used in place of an amendment, and may not, under any circumstances be used to modify the term of the Contract or any compensation under the Contract. Transmittals are not intended to be the sole means of communication between the Department and the Contractor, and the Department may provide day-to-day communication to the Contractor without using a transmittal.
- 1.9.9. 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.
- 1.10. Start-Up Period
  - 1.10.1. With input from the Department, the Contractor shall complete all of the following during the Start-Up Period:
    - 1.10.1.1. Schedule and facilitate a Kickoff Meeting that includes the following:
      - 1.10.1.1.1. Key Personnel.
      - 1.10.1.1.2. Department Leadership.
      - 1.10.1.1.3. Department Project Team Members.
      - 1.10.1.1.4. Any other relevant and needed persons or organizations, as defined by the Department.
    - 1.10.1.2. Develop Kickoff Meeting materials and an agenda that contains, at a minimum, the following:
      - 1.10.1.2.1. Initial timelines for starting the Work and creating initial Deliverables.
      - 1.10.1.2.2. Establishment of Communication channels to describe how the Work is to be completed.
      - 1.10.1.2.3. Transmission methods and specific Deliverable or Work Component templates or requirements.
      - 1.10.1.2.4. Any other item required to initiate that Work is started and completed on time.
  - 1.10.1.3. Prepare Kickoff Meeting Minutes and submit to the Department for review and approval.

- 1.10.1.3.1. WORK COMPONENT: Kickoff Meeting Agenda & Materials (Reference: part of DEL 1.1 Project Plan & Schedule)
- 1.10.1.3.2. DUE: Within three Business Days after the Kickoff Meeting
- 1.10.1.4. Prepare all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department prior to the end of the Start-Up Period and are necessary for the Contractor to begin work on the Operational Start Date. The Contractor shall deliver all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department to the Department for review and approval in a timely manner that allows the Department to review and approve those documents prior to end of the Start-Up Period.
- 1.10.1.4.1. WORK COMPONENT: Policies & Procedures Manual
- 1.10.1.4.2. DUE: No later than the Operational Start Date
- 1.11. Start-Up Plan
  - 1.11.1. The Contractor shall create a Start-Up Plan that contains, at a minimum, the following:
    - 1.11.1.1. A description of all steps, timelines, Milestones, Deliverables, and Work Components necessary for the Contractor to be fully able to perform all Work by the Operational Start Date.
    - 1.11.1.2. A listing of all personnel involved in the start-up and what aspect of the start-up they are responsible for.
    - 1.11.1.3. An Operational Readiness Review for the Department to determine if the Contractor is ready to begin performance of all Work.
    - 1.11.1.4. The risks associated with the start-up and a plan to mitigate those risks.
- 1.12. Performance Reviews
  - 1.12.1. The Department may conduct performance reviews or evaluations of the Contractor in relation to the Work performed under the Contract.
  - 1.12.2. 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.
  - 1.12.3. The Contractor shall provide all information necessary for the Department to complete all performance reviews or evaluations, as determined by the Department, upon the Department's request. The Contractor shall provide this information regardless of whether the Department decides to work with the Contractor on any aspect of the performance review or evaluation.
  - 1.12.4. The Department may conduct these performance reviews or evaluations at any point during the term of the Contract.
  - 1.12.5. The Department may make the results of any performance reviews or evaluations available to the public, or may publicly post the results of any performance reviews or evaluations. The Department will share and allow the Contractor to review and provide input to any performance reviews or evaluations prior to the Department making any performance review available to the public.
- 1.13. Renewal Options and Extensions

- 1.13.1. The Department may, within its sole discretion, choose to not exercise any renewal option in the Contract for any reason. If the Department chooses to not exercise an option, it will notify the Contractor in writing within 60 days before the expiration of the current contract period. The Department reserves the right to reprocur the performance of the Work in its sole discretion.
- 1.13.2. 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.
- 1.13.3. 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.
- 1.13.4. 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.

#### 1.14. Department System Access

- 1.14.1. 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.
- 1.14.2. 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.

#### 1.15. Provider Fraud

- 1.15.1. 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.
- 1.15.2. Upon identification or suspicion of possible Provider Fraud, the Contractor shall complete the Contractor Suspected Fraud Written Notice Form provided by the Department.
  - 1.15.2.1. For each incident of identified or suspected Provider Fraud, Contractor shall provide all of the following, at a minimum:
    - 1.15.2.1.1. Written documentation of the findings.
    - 1.15.2.1.2. Information on any verbal or written reports.
    - 1.15.2.1.3. 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.
    - 1.15.2.1.4. Information on the identification of any affected claims that have been discovered.
    - 1.15.2.1.5. Any claims data associated with its report (in a mutually agreed upon format, if possible).

- 1.15.2.1.6. Any additional information as required by the Department.
- 1.15.3. 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.
  - 1.15.3.1. WORK COMPONENT: Completed Contractor Suspected Fraud Written Notice Form (Reference: part of DEL 3.6 MES Integration Platform O&M)
  - 1.15.3.2. DUE: Within three Business Days following the initial discovery of the Fraud or suspected Fraud
- 1.15.4. Contractor shall revise or provide additional information related to the Contractor Suspected Fraud Written Notice Form as requested by the Department or the MFCU.
  - 1.15.4.1. WORK COMPONENT: Contractor Suspected Fraud Written Notice Revisions and Additional Information
  - 1.15.4.2. 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.
- 1.16. Member Fraud
  - 1.16.1. 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.
  - 1.16.2. Upon identification or suspicion of possible Member Fraud, the Contractor shall complete the Contractor Suspected Fraud Written Notice Form provided by the Department.
    - 1.16.2.1. For each incident of identified or suspected Member Fraud, Contractor shall provide all of the following, at a minimum:
      - 1.16.2.1.1. All written reports related to the suspected fraud.
      - 1.16.2.1.2. 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.
      - 1.16.2.1.3. Information on the identification of any affected claims that have been discovered.
      - 1.16.2.1.4. Any claims data associated with its report in a format agreed to by the Department.
      - 1.16.2.1.5. Any additional information as required by the Department.
  - 1.16.3. 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](mailto: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.
    - 1.16.3.1. WORK COMPONENT: Completed Contractor Suspected Fraud Written Notice Form (Reference: part of DEL 3.6 MES Integration Platform O&M)
    - 1.16.3.2. DUE: Within three Business Days following the initial discovery of the Fraud or suspected Fraud
  - 1.16.4. Contractor shall revise or provide additional information related to the Contractor Suspected Fraud Written Notice Form as requested by the Department.

- 1.16.4.1. **WORK COMPONENT:** Contractor Suspected Fraud Written Notice Revisions and Additional Information
- 1.16.4.2. **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 General Requirements**

- 2.1.1. Contractor shall provide qualified Key Personnel and Other Personnel as necessary to perform the Work throughout the term of the Contract at no additional charge to the Department.
  - 2.1.1.1. Contractor shall provide the Department with a Staff Resource Plan that contains the list of individuals assigned to the Contract and appropriate contact information for those individuals.
    - 2.1.1.1.1. **WORK COMPONENT:** Staff Resource Plan (Reference: part of DEL 1.2 PMP)
    - 2.1.1.1.2. **DUE:** As identified in Section 1.3.
  - 2.1.1.2. Notwithstanding any other provision in this Contract, Contractor shall update this list monthly upon the Department's request to account for changes in the individuals assigned to the Contract.
    - 2.1.1.2.1. **WORK COMPONENT:** Revised Staff Resource Plan (Reference: part of DEL 1.2 PMP)
    - 2.1.1.2.2. **DUE:** Within five Business Days after the Department's request for an update
  - 2.1.1.3. Contractor shall develop a Monthly Staffing Report.
    - 2.1.1.3.1. The Monthly Staffing Report shall include all of the following:
      - 2.1.1.3.1.1. The identification of Contractor's technical and consultative flex staff.
      - 2.1.1.3.1.2. The identification of key resources.
      - 2.1.1.3.1.3. The identification of past, current, and forecasted monthly hours by resource.
      - 2.1.1.3.1.4. The identification of resource position.
      - 2.1.1.3.1.5. A summary of the task that each resource is assigned to undertake.
      - 2.1.1.3.1.6. The ability to run reports.
    - 2.1.1.3.2. **WORK COMPONENT:** Monthly Staffing Report (Reference: part of DEL 2.2/3.1 Program & Project Management Report (Monthly))
    - 2.1.1.3.3. **DUE:** As identified in Section 1.3.
- 2.1.2. Contractor shall not permit any individual proposed for assignment to Key Personnel positions to perform any Work prior to the Department's approval of that individual to be assigned as Key Personnel.
- 2.1.3. Contractor shall not voluntarily change individuals in Key Personnel positions without the prior written approval of the Department. Contractor shall supply the Department with the name, resume and references for any proposed replacement whenever there is a change to Key Personnel. Any individual replacing Key Personnel shall have qualifications that are

equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved in writing by the Department.

- 2.1.3.1. **WORK COMPONENT:** Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel position during a voluntary change (Reference: part of DEL 2.2/3.1 Program & Project Management Report (Monthly))
- 2.1.3.2. **DUE:** At least five Business Days prior to the change in Key Personnel
- 2.1.4. If any individual filling a Key Personnel position and Other Personnel position identified in this Contract leaves employment with Contractor, Contractor shall develop a Personnel Transition document related to the employment vacancy.
  - 2.1.4.1. The Personnel Transition document shall include but not be limited to all of the following:
    - 2.1.4.1.1. The identification of the personnel that is transitioning.
    - 2.1.4.1.2. The date of the personnel's transition.
    - 2.1.4.1.3. The identification of the person(s) who will perform the same work as the personnel that is transitioning on a temporary basis until the position is filled or no longer required.
  - 2.1.4.2. **WORK COMPONENT:** Personnel Transition document (Reference: part of DEL 1.2 PMP)
  - 2.1.4.3. **DUE:** Five Business Days
- 2.1.5. If any individual filling a Key Personnel position and Other Personnel position identified in this Contract leaves employment with Contractor, Contractor shall propose a replacement person to the Department. The replacement person shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved, in writing, by the Department.
  - 2.1.5.1. **WORK COMPONENT:** Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel position who leaves employment with Contractor (Reference: part of DEL 2.2/3.1 Program & Project Management Report (Monthly))
  - 2.1.5.2. The Contractor shall fill all vacant Key Personnel positions and Other Personnel positions no later than 60 business days after the Contractor receives notice of the vacancy, unless otherwise approved by the Department.
  - 2.1.5.3. The Contractor shall not be required to fill any vacant position if alternate staff assigned by the Contractor to perform Work under this Contract is able to perform the job duties of the vacant position or if the vacant position is no longer required to perform Work under this Contract, in accordance with the MIDA Project Schedule.
- 2.1.6. As requested by the Department, the Contractor and the Department shall conduct in-person meetings, as needed, to facilitate and implement the provisions of the Contract.
- 2.1.7. If any of Contractor's Key Personnel or Other Personnel are required to have and maintain any professional licensure or certification issued by any federal, state or local government agency, then Contractor shall submit copies of such current licenses and certifications to the Department.



2.1.7.1. WORK COMPONENT: All current professional licensure and certification documentation as specified for Key Personnel or Other Personnel (Reference: part of DEL 1.2 PMP)

2.1.7.2. DUE: Quarterly or upon written request

## 2.2. Personnel Availability

2.2.1. Contractor's Key Personnel and Other Personnel assigned to the Contract shall be available for meetings with the Department during the Department's normal business hours, as such meetings are mutually agreed upon by the Parties, throughout the duration of this Contract unless the Parties otherwise agree in writing. Contractor shall also make these personnel available outside of the Department's normal business hours and on weekends with prior notice from the Department, throughout the duration of this Contract unless the Parties otherwise agree in writing.

2.2.2. 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.

2.2.3. 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.

2.2.4. 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.

2.2.5. All of Contractor's Key Personnel and Other Personnel that attend any meeting with the Department or other Department stakeholders shall attend by video conference, unless the Department gives prior, written permission to be physically present at the location of a meeting or to attend by telephone. The Contractor shall provide all additional equipment necessary for attendance by virtual conferencing, including any virtual meeting space or telephone conference lines.

2.2.6. The Contractor shall respond to all telephone calls, voicemails, and emails from the Department within two Business Days of receipt by the Contractor.

## 2.3. Key Personnel

2.3.1. Contractor shall designate staff to hold the following Key Personnel positions:

### 2.3.1.1. Account Manager

2.3.1.1.1. The Account Manager shall have the following qualifications:

2.3.1.1.1.1. Ten years or more of experience leading Systems Integrations projects.

2.3.1.1.1.2. Five years of Health and Human Services or Medicaid experience.

2.3.1.1.2. The Account Manager shall be responsible for all of the following:

2.3.1.1.2.1. Serving as Contractor's primary point of contact for the Department.

2.3.1.1.2.2. Directing the completion of work in accordance with the Contract's requirements.

2.3.1.1.2.3. Overseeing Contractor's personnel.

### 2.3.1.2. Project Management/PMO Director

- 2.3.1.2.1. The Project Manager/PMO Director shall have the following qualifications:
  - 2.3.1.2.1.1. Ten years or more of experience leading Systems Integrations projects.
  - 2.3.1.2.1.2. Five years or more of Health and Human Services or Medicaid experience.
  - 2.3.1.2.1.3. A Project Management certification.
- 2.3.1.2.2. The Project Manager/PMO Director shall be responsible for the following:
  - 2.3.1.2.2.1. Lead Project Management Officer (PMO) for the Contractor.
  - 2.3.1.2.2.2. Direct the Project team's day-by-day activities, Deliverables, and Work Components.
- 2.3.1.3. Business Lead
  - 2.3.1.3.1. The Business Lead shall have the following qualifications:
    - 2.3.1.3.1.1. Five years or more of business analysis experience.
    - 2.3.1.3.1.2. Five years or more of Health and Human Services or Medicaid experience.
  - 2.3.1.3.2. The Business Lead shall be responsible for the following:
    - 2.3.1.3.2.1. Lead business and requirements analysis.
    - 2.3.1.3.2.2. Lead development of requirements-related Deliverables or Work Components.
- 2.3.1.4. Certification Lead
  - 2.3.1.4.1. The Certification Lead shall have the following qualifications:
    - 2.3.1.4.1.1. Five years or more of project experience.
    - 2.3.1.4.1.2. Five years or more of Health and Human Services or Medicaid experience.
    - 2.3.1.4.1.3. MES certification experience.
  - 2.3.1.4.2. The Certification Lead shall be responsible for the following:
    - 2.3.1.4.2.1. Serve as the lead developer of the Certification Management Plan.
- 2.3.1.5. Enterprise/Integration Architect
  - 2.3.1.5.1. The Enterprise/Integration Architect shall have the following qualifications:
    - 2.3.1.5.1.1. Five years or more of experience in leading enterprise architectures.
    - 2.3.1.5.1.2. Two years or more of Health and Human Services or Medicaid experience.
  - 2.3.1.5.2. The Enterprise/Integration Architect shall be responsible for the following:
    - 2.3.1.5.2.1. Lead development of architecture-related Deliverables or Work Components.
- 2.3.1.6. Technical Lead
  - 2.3.1.6.1. The Technical Lead shall have the following qualifications:
    - 2.3.1.6.1.1. Five years or more of experience leading technical teams on systems integration projects.
    - 2.3.1.6.1.2. Three years or more of Health and Human Services or Medicaid experience.
  - 2.3.1.6.2. The Technical Lead shall be responsible for the following:

- 2.3.1.6.2.1. Lead project development activities.
- 2.3.1.7. Configuration Manager/Administrator
  - 2.3.1.7.1. The Configuration Manager/Administrator shall have the following qualifications:
    - 2.3.1.7.1.1. Three years or more of experience in administering and managing complex systems integration project configurations.
  - 2.3.1.7.2. The Configuration Manager/Administrator shall be responsible for the following:
    - 2.3.1.7.2.1. Manage and oversee project configurations.
    - 2.3.1.7.2.2. Lead development of configuration management-related Deliverables or Work Components.
- 2.3.1.8. Testing and Quality Manager
  - 2.3.1.8.1. The Testing and Quality Manager shall have the following qualifications:
    - 2.3.1.8.1.1. Two years or more of Health and Human Services or Medicaid experience.
    - 2.3.1.8.1.2. Five years or more leading systems testing activities.
  - 2.3.1.8.2. The Testing and Quality Manager shall be responsible for the following:
    - 2.3.1.8.2.1. Lead development of testing-related Deliverables or Work Components.
    - 2.3.1.8.2.2. Lead project testing activities.
- 2.3.1.9. Security and Privacy Manager
  - 2.3.1.9.1. The Security and Privacy Manager shall have the following qualifications:
    - 2.3.1.9.1.1. Five years of security leadership experience.
    - 2.3.1.9.1.2. One year or more of Healthcare, Human Services, or MMIS-related security experience.
  - 2.3.1.9.2. The Security and Privacy Manager shall be responsible for the following:
    - 2.3.1.9.2.1. Lead development of security-related Deliverables or Work Components.
    - 2.3.1.9.2.2. Lead security and privacy policy and procedure systems implementation work.
- 2.3.1.10. Data Architect
  - 2.3.1.10.1. The Data Architect shall have the following qualifications:
    - 2.3.1.10.1.1. Five years or more of experience in data modeling and data analytics.
  - 2.3.1.10.2. The Data Architect shall be responsible for the following:
    - 2.3.1.10.2.1. Lead the development of data-related Deliverables or Work Components.
    - 2.3.1.10.2.2. Lead the data development project work.
- 2.3.1.11. Data Conversion Specialist
  - 2.3.1.11.1. The Data Conversion Specialist shall have the following qualifications:
    - 2.3.1.11.1.1. Five years or more of data conversion experience.
    - 2.3.1.11.1.2. Two years or more of Healthcare, Health and Human Services, or MMIS-related experience.

- 2.3.1.11.2. The Data Conversion Specialist shall be responsible for the following:
  - 2.3.1.11.2.1. Lead project data conversion activities.
  - 2.3.1.11.2.2. Lead conversion-related Deliverables or Work Components.
- 2.3.2. Contractor shall use its discretion to determine the number of additional, non-Key Personnel necessary to perform the Work in accordance with the requirements of this Contract. The Department shall not be responsible for Contractor's non-performance due to inadequate staffing.
- 2.3.3. 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.
- 2.3.4. 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:
  - 2.3.4.1. The Contractor shall provide the following information to the Department as part of the Contractor's Resource Management Plan for each Subcontractor ("Subcontractor Information"), which information shall be updated as the Contractor contracts with each Subcontractor:
    - 2.3.4.1.1. Organizational name of each Subcontractor;
    - 2.3.4.1.2. The address of each Subcontractor;
    - 2.3.4.1.3. All items to be worked on by each Subcontractor;
    - 2.3.4.1.4. Verification that the Subcontractor has represented to the Contractor that the Subcontractor is willing to perform the identified work;
    - 2.3.4.1.5. Verification that the Contractor has taken steps to validate that the Subcontractor has established non-discrimination policies in its employment practices;
    - 2.3.4.1.6. Certification from the Subcontractor that the Subcontractor's employment practices comply with and satisfy federal and State employment-related statutes and regulations; and
    - 2.3.4.1.7. If requested by the Department, a copy of the Subcontractor's statement of work between the Subcontractor and the Contractor.
  - 2.3.4.2. Contractor shall provide the Subcontractor Information to the Department.
    - 2.3.4.2.1. WORK COMPONENT: Subcontractor Information (Reference: part of DEL 1.2 PMP)
    - 2.3.4.2.2. DUE: The later of five business days prior to the Subcontractor beginning work or three days after the Effective Date of this Contract, as applicable
  - 2.3.4.3. The Contractor shall obtain prior consent and written approval for any use of Subcontractor(s).
  - 2.3.4.4. If the Contractor enters into a subcontract with any Subcontractor, as permitted by this Contract, then the Contractor shall be the Prime Contractor with respect to all subcontracts.

- 2.3.4.4.1. As the prime Contractor, the Contractor shall be solely responsible for integration of all Work to be performed under this Contract, whether the Work is performed by the Contractor or any Subcontractor.
- 2.3.4.4.2. The Contractor shall work solely with the Department to perform all Contract administration activities of this Contract, including tasks for which the Subcontractor may be responsible.
- 2.4. Non-Solicitation of Department Employees
  - 2.4.1. Contractor shall not recruit any employee of the Department for employment with Contractor during the term of this Contract, except that Contractor may accept applications from Department employees that are submitted independently by the employee.
  - 2.4.2. 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. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Contractor employs or contracts with any State employee or any former State employee, or any immediate family member of such current or former State employee, within six months following such employee's termination of employment with the State. Contractor shall provide a written disclosure to the Department no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Contract. Contractor may also be subject to such penalties as are allowed by law.

**EXHIBIT F, SAMPLE OPTION LETTER****OPTION LETTER**

<b>State Agency</b> Department of Health Care Policy and Financing	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Contractor</b> Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	<b>Original Contract Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Contract Maximum Amount</b> 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	<b>Option Contract Number</b> Insert CMS number or Other Contract Number of this Option  <b>Contract Performance Beginning Date</b> Month Day, Year (this is the date the base contract was effective)  <b>Current Contract Expiration Date</b> 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;"><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <hr/> <p>By: Kim Bimestefer, Executive Director</p> <p>Date: _____</p>	<p>In accordance with C.R.S. §24-30-202, this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Greg Tanner, Controller; Department of Health Care Policy and Financing</p> <p>Option Effective Date: _____</p>
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## EXHIBIT G, FEDERAL PROVISIONS

### 1. APPLICABILITY OF PROVISIONS.

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

### 2. FFATA AND UNIFORM GUIDANCE REQUIREMENTS

#### 2.1. Definitions.

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

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

- 2.1.1.1.1. Awards may be in the form of:

- 2.1.1.1.1.1. Grants;

- 2.1.1.1.1.2. Contracts;

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

- 2.1.1.1.1.4. Loans;

- 2.1.1.1.1.5. Loan Guarantees;

- 2.1.1.1.1.6. Subsidies;

- 2.1.1.1.1.7. Insurance;

- 2.1.1.1.1.8. Food commodities;

- 2.1.1.1.1.9. Direct appropriations;

- 2.1.1.1.1.10. Assessed and voluntary contributions; and

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

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

- 2.1.1.1.2. Award ***does not*** include:

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

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

- 2.1.1.1.2.3. Any award classified for security purposes; or



- 2.1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 2.1.1.2. “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.
- 2.1.1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 2.1.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;
  - 2.1.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
  - 2.1.1.5.2. A foreign public entity;
  - 2.1.1.5.3. A domestic or foreign non-profit organization;
  - 2.1.1.5.4. A domestic or foreign for-profit organization; and
  - 2.1.1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 2.1.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.1.10. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 2.1.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.1.12. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.1.13. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow

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

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

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

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

## 2.2. Compliance.

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

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

- 2.3.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 2.3.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor’s information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor’s information.

## 2.4. Total Compensation.

- 2.4.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 2.4.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
  - 2.4.1.2. In the preceding fiscal year, Contractor received:
    - 2.4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 2.4.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
  - 2.4.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the

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

## 2.5. Reporting.

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

## 2.6. Effective Date and Dollar Threshold for Reporting.

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

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

## 2.7. Subrecipient Reporting Requirements.

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

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

2.7.1.1.1. Subrecipient DUNS Number;

2.7.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

2.7.1.1.3. Subrecipient Parent DUNS Number;

2.7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

2.7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

2.7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

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

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

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

2.8. Procurement Standards.

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

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

2.9. Access to Records

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

2.10. Single Audit Requirements

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

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

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

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

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

2.11. Contract Provisions for Subrecipient Contracts

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

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

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

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

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

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

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

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



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

## 2.12. Certifications.

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

## 2.13. Exemptions.

- 2.13.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization the individual may own or operate in their name.
- 2.13.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 2.13.3. There are no Transparency Act reporting requirements for Vendors.

## 2.14. Event of Default.

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

## 3. NONDISCRIMINATION UNDER FEDERAL AND STATE AUTHORITY

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

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

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

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

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

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

3.3. Procurement Provisions

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

#### **4. FEDERAL FINANCIAL PARTICIPATION RELATED INTELLECTUAL PROPERTY OWNERSHIP**

- 4.1. In addition to the intellectual property ownership rights specified in the Contract, the following subsections enumerate the intellectual property ownership requirements the Contractor shall meet during the term of the Contract in relation to federal financial participation under 42 CFR §433.112 and 45 CFR §95.617.
  - 4.1.1. The Contractor shall notify the State before designing, developing, creating or installing any new data, new software or modification of a software 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, Work Components, 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 Department Staff, agents or designated representatives in the operation and maintenance of this software.

## EXHIBIT H, INTERFACES

Interface Name	Source System	Destination System	Frequency
1099-MISC Electronic Transmission	interChange	IRS	6 - Annual
833 Extract	interChange	Providers	2 - Weekly
AAC Prices	Myers and Stauffer	PBMS	1 - Daily
AAC Prices Pass to HP	PBMS	interChange	2 - Weekly
ACC Attribution Outbound Error Report	interChange	BIDM	2 - Weekly
ACC Provider Incentive File	BIDM	interChange	3 - Quarterly
ACC RAE Roster Extract	BIDM	RAE Organizations	4 - Monthly
Active Provider file for DentaQuest	BIDM	DentaQuest	2 - Weekly
Aetna TPL Eligibility File	Aetna	interChange	4 - Monthly
All Payer Claims Database (APCD)	BIDM	CIVHC	4 - Monthly
Annual Dispensing Fees	Myers and Stauffer	PBMS	6 - Annual
Anthem TPL Eligibility File	Anthem	interChange	4 - Monthly
Attribution Notebook	Department	BIDM	4 - Monthly
BIDM Data Pump Extract Interface	interChange	BIDM	1 - Daily
BIDM Data Pump Extract Interface	interChange	BIDM	2 - Weekly
BIDM Data Pump Extract Interface	interChange	BIDM	4 - Monthly
Broker/DXCS Interface Inbound files	Enrollment Broker	interChange	1 - Daily
Broker/DXCS Interface outbound files	interChange	Enrollment Broker	1 - Daily
Budget Monitoring / MAR Extract	interChange	BIDM	4 - Monthly
Buy In Billing Part A (From CMS)	CMS	interChange	4 - Monthly
Buy In Billing Part B (From CMS)	CMS	interChange	4 - Monthly
Buy-in PartA and PartB data Extract (To CBMS)	interChange	CBMS	2 - Weekly
Care Management Inbound Interface from BIDM	BIDM	interChange	1 - Daily
Care Management Inbound interface from Case Management Agencies	Case Management Agencies	interChange	1 - Daily
CBMS Carrier file - Inbound	CBMS	interChange	4 - Monthly
CBMS Client file - Inbound	CBMS	interChange	4 - Monthly
CBMS Data Warehouse - MMA, LIS, Reference Tables (Not the source of record for Eligibility for BIDM - Ancillary)	CBMS	BIDM	1 - Daily
CHP+ State Managed Care Network Enrollment	BIDM	Colorado Access	1 - Daily
Cigna TPL Eligibility File	Cigna	interChange	4 - Monthly
Claim Paid Date Feedback Data	interChange	PBMS	2 - Weekly
Claims Attachments File	SunGard	interChange	1 - Daily
Claims Information (utilization review)	BIDM	EQ Health	4 - Monthly
Client Attribution Inbound File	BIDM	interChange	2 - Weekly
Client Eligibility and Lock-in Data	interChange	PBMS	1 - Daily
Client TPL Data	HMS	interChange	1 - Daily
Client, Case, Eligibility Information	interChange	EQ Health	1 - Daily
CMS 64 Reference Data	Department	BIDM	4 - Monthly
CMS 64 Reference Data	Department	BIDM	3 - Quarterly
CMS Annual Clinical Laboratory Fee Schedule (CLAB) Update	CMS	interChange	6 - Annual
CMS Annual HCPCS Update	CMS	interChange	6 - Annual
CMS Annual ICD-10-CM Diagnosis Update	CMS	interChange	6 - Annual
CMS Annual ICD-10-PCS Procedure Update	CMS	interChange	6 - Annual
CMS Annual Physician Fee Schedule Payment Amount Update	CMS	interChange	6 - Annual
CMS Medicare Eligibility COBA Response Files (interChange)	CMS	BIDM	4 - Monthly
COBA Eligibility File	BIDM	CMS	4 - Monthly
Copay, Maximum and Accumulations	interChange	BIDM	1 - Daily
CORE Account Receivable Details File	interChange	CORE	1 - Daily

CORE Cash Receipt Details file	interChange	CORE	1 - Daily
CORE Payment Details File	interChange	CORE	1 - Daily
CORHIO ADT	CORHIO	BIDM	1 - Daily
CORHIO Member file	BIDM	CORHIO	4 - Monthly
CP2100 - IRS Mismatch	IRS	interChange	6 - Annual
CPT Procedure code Data	CMS	interChange	6 - Annual
Daily CBMS Error Codes and Messages File (To CBMS)	interChange	CBMS	1 - Daily
Daily CBMS Error File (to CBMS)	interChange	CBMS	1 - Daily
Daily CLIENT Eligibility File (From CBMS)	CBMS	interChange	1 - Daily
Daily Client Eligibility File (To Enrollment Broker)	interChange	Enrollment Broker	1 - Daily
Data Reconciliation metrics (BSNS)	BIDM	OIT	2 - Weekly
DDR (Drug Data Reporting)	CMS	BIDM	3 - Quarterly
Death Certificates and public records	CDPHE	CDPHE	3 - Quarterly
Dental Claims Extract Interface to BIDM	interChange	BIDM	2 - Weekly
DHS Absent Parent file	DHS	interChange	4 - Monthly
DME NCCI	Department	BIDM	3 - Quarterly
DRG Annual Update	Department	interChange	6 - Annual
DRG Software	3M	interChange	6 - Annual
Drug Utilization Review (DUR) Eligibility and Claims file(s)	BIDM	RAE Organizations	3 - Quarterly
EAPG Grouping / Pricing software for outpatient claims	3M	interChange	6 - Annual
Eligibility Roster for Admission Data & Transfer file	BIDM	CORHIO	4 - Monthly
Eligibility Roster for Admission Data & Transfer file	BIDM	RAE Organizations	4 - Monthly
Encounter Response File	interChange	RAE Organizations	1 - Daily
Enrollment Broker Enrollment Letter Data	interChange	Enrollment Broker	1 - Daily
EPSDT Case Management Information	BIDM	CDPHE	2 - Weekly
EPSDT Case Management Information	BIDM	OIT	2 - Weekly
eQHealth - Daily	BIDM	EQ Health	1 - Daily
EVV DW Extract	interChange	BIDM	1 - Daily
Extract to BIDM (Rebate)	PBMS	BIDM	4 - Monthly
Extract to HMS for COB Manager	PBMS	HMS	1 - Daily
File with ICON to update EDI paper attachment	interChange	SunGard	1 - Daily
Financial CORE	DPA	BIDM	1 - Daily
First Data Bank (FDB) Weekly Drug Update	First Data Bank	interChange	2 - Weekly
First Data Bank Info	First Data Bank	BIDM	2 - Weekly
First Data Bank Info	First Data Bank	PBMS	2 - Weekly
FirstRx Pharmacy Panel	interChange	PBMS	1 - Daily
Full Replacement NPI Files	NPPES	interChange	2 - Weekly
Functional or Implementation Acknowledgment Transaction Sets ASC X12N 999 (003010X231A1)	interChange	EDI	8 - Per Transaction
HCPCS NDC Data (Output)	CMS	PBMS	4 - Monthly
Health Care Claim Payment/Advice ASC X12N 835 (003010X221A1)	interChange	EDI	2 - Weekly
Health Care Claim Status Request ASC X12N 276 (003010X212)	EDI	interChange	1 - Daily
Health Care Claim Status Response ASC X12N 277 (003010X212)	interChange	EDI	1 - Daily
Health Care Claim: Dental ASC X12N 837D (003010X224A2)	EDI	interChange	1 - Daily
Health Care Claim: Institutional ASC X12N 837I (003010X223A2)	EDI	interChange	1 - Daily
Health Care Claim: Professional ASC X12N 837P (003010X222A1)	EDI	interChange	1 - Daily
Health Care Eligibility Benefit Inquiry ASC X12N 270 (003010X279A1)	EDI	interChange	1 - Daily
Health Care Eligibility Benefit Response ASC X12N 271 (003010X279A1)	interChange	EDI	1 - Daily
Health Care Services Review - Notification and Acknowledgement of Inpatient Admission ASC X12N (003010X216)	EDI	interChange	1 - Daily

Health Care Services Review - Request for Review and Response ASC X12N 278 (005010X217)	EDI	interChange	1 - Daily
Health Data Compass - Monthly	BIDM	CU School of Pharmacy	4 - Monthly
Health Data Compass - Weekly	BIDM	UC Denver	2 - Weekly
HIBI Program File	HMS	interChange	4 - Monthly
HIPAA 820 Extract	interChange	RAE Organizations	2 - Weekly
HIPAA 834 Extract	interChange	RAE Organizations	1 - Daily
HMS Incoming Adjustment Information Request File	HMS	interChange	1 - Daily
HMS Incoming Carrier Recoveries File	HMS	interChange	4 - Monthly
HMS Incoming Provider Billing lock file	HMS	interChange	4 - Monthly
HMS Incoming Provider Billing Recoveries file	HMS	interChange	4 - Monthly
HMS Input Lockbox File	HMS	interChange	1 - Daily
HMS Outgoing Drug codes file to HMS	interChange	HMS	4 - Monthly
HMS Outgoing Adjustment Information Response File	interChange	HMS	1 - Daily
HMS Outgoing Capitation Payments File	interChange	HMS	4 - Monthly
HMS Outgoing Carriers Information File	interChange	HMS	4 - Monthly
HMS Outgoing Diagnosis Codes file	interChange	HMS	4 - Monthly
HMS Outgoing Institutional Paid Claims File	interChange	HMS	4 - Monthly
HMS Outgoing Paid Dental Claim File	interChange	HMS	4 - Monthly
HMS Outgoing Paid Pharmacy Claim File	interChange	HMS	4 - Monthly
HMS Outgoing Paid Physician claims File	interChange	HMS	4 - Monthly
HMS Outgoing Procedure Codes file	interChange	HMS	4 - Monthly
HMS Outgoing Provider file for HMS	interChange	HMS	4 - Monthly
HMS Return Lockbox File	interChange	HMS	1 - Daily
HMS Return Lockbox File	HMS	interChange	4 - Monthly
HMS TPL Resource File- Incoming	HMS	interChange	4 - Monthly
Immunization Registry Information	Department	CDPHE	2 - Weekly
Inbound interface from SIS Online Vendor	SIS	interChange	1 - Daily
Institutional Claims Extract Interface to BIDM	interChange	BIDM	2 - Weekly
Interactive Health Care Claim Request 276 (ASC X12N 276 005010X212)	EDI	interChange	1 - Daily
Interactive Health Care Claim Status Response ASC X12N 277 (005010X212)	interChange	EDI	1 - Daily
Interactive Health Care Eligibility Benefit Inquiry ASC X12N 270 (005010X279A1)	EDI	interChange	1 - Daily
Interactive Health Care Eligibility Benefit Response ASC X12N 271 (005010X279A1)	interChange	EDI	1 - Daily
Interchange Acknowledgement ASC X12N TA1 (005010X231A1)	interChange	EDI	3 - Per Transaction
interChange MMIS 820	interChange	EDI	1 - Daily
interChange MMIS 820	interChange	EDI	2 - Weekly
interChange MMIS 834 outbound	interChange	EDI	1 - Daily
interChange MMIS 834 outbound	interChange	EDI	2 - Weekly
interChange MMIS 833	interChange	EDI	2 - Weekly
interChange MMIS XML-270	EDI	interChange	1 - Daily
interChange MMIS XML-271	EDI	interChange	1 - Daily
interChange MMIS XML-276	EDI	interChange	1 - Daily
interChange MMIS XML-277	interChange	EDI	1 - Daily
interChange MMIS XML-278 inbound	EDI	interChange	1 - Daily
interChange MMIS XML-278 outbound	interChange	EDI	7 - On Request
interChange MMIS XML-837 Dental	EDI	interChange	1 - Daily
interChange MMIS XML-837 Institutional	EDI	interChange	1 - Daily
interChange MMIS XML-837 Professional	EDI	interChange	1 - Daily
INTERNAL Inbound interface from EDI	EDI	interChange	1 - Daily

INTERNAL Outbound interface to EDMS for correspondence	interChange	EDMS	1 - Daily
Kaiser Permanente of Colorado TPL Eligibility File	Kaiser	interChange	4 - Monthly
LexisNexis monthly sanctions check	LexisNexis	interChange	2 - Weekly
LexisNexis monthly sanctions check	interChange	BIDM	4 - Monthly
Lock-in File	EQ Health	Enrollment Broker	1 - Daily
Managed Care Extract	interChange	CBMS	1 - Daily
MAPIR - B6 registration transaction error file transfer to CMS	MAPIR	interChange	1 - Daily
MAPIR - B6 registration transaction file transfer from CMS	CMS	interChange	1 - Daily
MAPIR - B7 Eligibility Error File transfer from CMS	CMS	interChange	1 - Daily
MAPIR - B7 Eligibility file transfer to CMS	interChange	CMS	1 - Daily
MAPIR - C3 Dually Eligible Hospital Attestation Data file error transfer to CMS	MAPIR	interChange	1 - Daily
MAPIR - C3 Dually Eligible Hospital Attestation Data file transfer from CMS	CMS	interChange	1 - Daily
MAPIR - D16 Duplicate Check Request file transfer to CMS	interChange	CMS	1 - Daily
MAPIR - D16 Duplicate Check Response file error from CMS	CMS	interChange	1 - Daily
MAPIR - D16 Duplicate Check Response transaction file from CMS	CMS	interChange	1 - Daily
MAPIR - D17 Dually Eligible Hospital Cost Report Data error file transfer to CMS	MAPIR	interChange	1 - Daily
MAPIR - D17 Dually Eligible Hospital Cost Report Data file transfer from CMS	CMS	interChange	1 - Daily
MAPIR - D18 Incentive Payment transaction file transfer to CMS	interChange	CMS	1 - Daily
MAPIR - OMC CHPL Certification Verification	interChange	CMS	1 - Daily
MAPIR Payment Remittance File (MMIS3)	interChange	MAPIR	1 - Daily
MAPIR Payment Request File (MMIS4)	MAPIR	interChange	1 - Daily
Mass Financial Transaction Add Spreadsheet	Department	interChange	7 - On Request
Medicare HIC Data Extract (To CBMS)	interChange	CBMS	2 - Weekly
Medicare Part A Buy In (Outbound)	interChange	CMS	1 - Daily
Medicare Part B Buy In (Outbound)	interChange	CMS	1 - Daily
Medispan Brand/Generic Elements	Medispan	PBMS	2 - Weekly
Medispan Drug Prices (AWP)	Medispan	PBMS	2 - Weekly
Member/Client TPL File	interChange	PBMS	1 - Daily
MMA Request File	BIDM	CMS	1 - Daily
MMA Response File	CMS	BIDM	1 - Daily
MME CLIENT Recon File - Passthrough	interChange	HMS	4 - Monthly
MME CLIENT Recon File (From CBMS)	CBMS	interChange	4 - Monthly
MMIS2 Claims Request from MAPIR	MAPIR	interChange	1 - Daily
Monthly Medicare Part D MMA File (From CMS)	CMS	HMS	4 - Monthly
Monthly Medicare Part D MMA File (To HMS)	BIDM	HMS	1 - Daily
Monthly Recon Error Codes and Messages File (to CBMS)	interChange	CBMS	4 - Monthly
Monthly Recon Error File (to CBMS)	interChange	CBMS	4 - Monthly
NCCI Update Process	Department	interChange	3 - Quarterly
NCDP v4.2 Post Adjudication Standard	interChange	BIDM	1 - Daily
NCDP v4.2 Post Adjudication Standard	PBMS	interChange	1 - Daily
Non-NCDP paid claim data to PBM for Drug Rebate	interChange	eRebate	2 - Weekly
Noridian - Medicare Pricing, Data Analysis and Coding (PDAC)	PBMS	interChange	4 - Monthly
OSCAR CLJA ASPEN Interface	CMS	interChange	2 - Weekly
Outbound	BIDM	PBMS	4 - Monthly
Outbound interface to External Agencies	interChange	CBMS	1 - Daily
PA EQ - Inbound	EQ Health	interChange	1 - Daily
PA EQ - Outbound	interChange	EQ Health	1 - Daily
Part A Buy In File (From CMS)	CMS	interChange	2 - Weekly



Part B Buy In File (From CMS)	CMS	interChange	2 - Weekly
Patient Diagnosis/CPT Information	BIDM	PBMS	2 - Weekly
Payment Error Rate Measurement (PERM) RY2020	BIDM	CMS	3 - Quarterly
Payroll Deducted and Other Group Premium Payment for Insurance Products ASC X12N 820 (005010X218)	interChange	EDI	1 - Daily
Payroll Deducted and Other Group Premium Payment for Insurance Products ASC X12N 820 (005010X218)	interChange	EDI	2 - Weekly
PBMS Outgoing Carriers Information File	interChange	PBMS	1 - Daily
Pharmacy Claims Extract Interface to BIDM	interChange	BIDM	1 - Daily
Pharmacy prior authorizations	PBMS	interChange	2 - Weekly
Pharmacy provider extract	interChange	PBMS	1 - Daily
Pharmacy Reconciliation Totals to PBMS	interChange	PBMS	1 - Daily
Physician administered drug claims	BIDM	CMS	4 - Monthly
Prescriber Panel	interChange	PBMS	1 - Daily
Professional Claims Extract Interface to BIDM	interChange	BIDM	2 - Weekly
Provider information extract	interChange	CBMS	1 - Daily
Provider J Code extract	interChange	eRebate	1 - Daily
Public Health Registry BCCP request file	BIDM	CDPHE	3 - Quarterly
Public Health Registry Cancer	BIDM	CDPHE	6 - Annual
Public Health Registry CRCSN	BIDM	CDPHE	3 - Quarterly
RAE Enrollments (RAE BUS)	BIDM	OIT	2 - Weekly
Regional Accountable Entity (RAE) Monthly Extracts	BIDM	RAE Organizations	4 - Monthly
Rocky Mountain Health Plans	Rocky Mountain	interChange	4 - Monthly
Send Claims Response to MAPIR (MMIS3)	interChange	MAPIR	2 - Weekly
TBQ Extract (To CMS)	interChange	CMS	1 - Daily
TBQ Response (From CMS)	CMS	interChange	1 - Daily
TMSIS	BIDM	CMS	4 - Monthly
TREO Incentive File	BIDM	interChange	3 - Quarterly
United HealthCare TPL Eligibility File	United Healthcare	interChange	4 - Monthly
Vital Statistics - Birth	BIDM	CDPHE	3 - Quarterly
Vital Statistics - Birth	CDPHE	BIDM	3 - Quarterly
Vital Stats Request - Death	BIDM	CDPHE	4 - Monthly
Vital Stats Response - Death certificates	CDPHE	OIT	4 - Monthly
Weekly Dental Code Stub File Extract	interChange	Captiva	2 - Weekly
Weekly Diagnosis Code Stub File Extract	interChange	Captiva	2 - Weekly
Weekly ICD Procedure Code Stub File Extract	interChange	SunGard	2 - Weekly
Weekly NDC Stub File Extract	interChange	Captiva	2 - Weekly
Weekly Procedure Code Stub File Extract	interChange	Captiva	2 - Weekly
Weekly Revenue Code Stub File Extract	interChange	Captiva	2 - Weekly
Wells Fargo ACH (EFT) File	interChange	Wells Fargo	1 - Daily
Wells Fargo ACH (EFT) File	Wells Fargo	interChange	1 - Daily
Wells Fargo Bank Clears File	Wells Fargo	interChange	4 - Monthly
Wells Fargo Positive Pay File	interChange	Wells Fargo	1 - Daily