

STATE OF COLORADO CONTRACT

COVER PAGE

<p>State Agency Department of Health Care Policy and Financing</p>	<p>Contract Number 25-185383</p>																								
<p>Contractor Gainwell Technologies LLC</p>																									
<p>Contract Maximum Amount Initial Term</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="padding-left: 20px;">State Fiscal Year 2025</td><td style="text-align: right;">\$8,279,785.56</td></tr> <tr><td style="padding-left: 20px;">State Fiscal Year 2026</td><td style="text-align: right;">\$39,180,793.08</td></tr> <tr><td style="padding-left: 20px;">State Fiscal Year 2027</td><td style="text-align: right;">\$36,363,089.20</td></tr> <tr><td style="padding-left: 20px;">State Fiscal Year 2028</td><td style="text-align: right;">\$37,215,955.40</td></tr> <tr><td style="padding-left: 20px;">State Fiscal Year 2029</td><td style="text-align: right;">\$38,128,041.28</td></tr> <tr><td style="padding-left: 20px;">State Fiscal Year 2030</td><td style="text-align: right;">\$32,557,134.27</td></tr> </table> <p>Extension Terms</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="padding-left: 20px;">State Fiscal Year 2030</td><td style="text-align: right;">\$5,357,089.80</td></tr> <tr><td style="padding-left: 20px;">State Fiscal Year 2031</td><td style="text-align: right;">\$33,180,749.82</td></tr> <tr><td style="padding-left: 20px;">State Fiscal Year 2032</td><td style="text-align: right;">\$34,101,109.26</td></tr> <tr><td style="padding-left: 20px;">State Fiscal Year 2033</td><td style="text-align: right;">\$35,048,492.57</td></tr> <tr><td style="padding-left: 20px;">State Fiscal Year 2034</td><td style="text-align: right;">\$36,023,727.13</td></tr> <tr><td style="padding-left: 20px;">State Fiscal Year 2035</td><td style="text-align: right;">\$32,846,652.56</td></tr> </table> <p>Total for All State Fiscal Years \$368,282,619.93</p>	State Fiscal Year 2025	\$8,279,785.56	State Fiscal Year 2026	\$39,180,793.08	State Fiscal Year 2027	\$36,363,089.20	State Fiscal Year 2028	\$37,215,955.40	State Fiscal Year 2029	\$38,128,041.28	State Fiscal Year 2030	\$32,557,134.27	State Fiscal Year 2030	\$5,357,089.80	State Fiscal Year 2031	\$33,180,749.82	State Fiscal Year 2032	\$34,101,109.26	State Fiscal Year 2033	\$35,048,492.57	State Fiscal Year 2034	\$36,023,727.13	State Fiscal Year 2035	\$32,846,652.56	<p>Contract Performance Beginning Date The Effective Date</p> <hr/> <p>Initial Contract Expiration Date June 30, 2030</p> <hr/> <p>Contract Authority Authority to enter into this Contract exists in C.R.S. §25.5-1-101, <i>et seq.</i>, C.R.S.</p>
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<p>Contract Purpose This Contract is established for the Contractor to operate and maintain the Department's core Medicaid Management Information System (MMIS), known as the Colorado interChange ("iC" or "System"). The Contractor will be responsible for the operation and maintenance of iC, as well as providing fiscal agent operational and technical support services to Colorado's Medicaid program. This includes ongoing maintenance, operational responsibilities, and system enhancements. The Contractor was awarded this Contract under Solicitation #UHAA ITN 2022000015.</p>																									
<p>Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract:</p> <ol style="list-style-type: none"> 1. Exhibit A – HIPAA Business Associates Addendum 2. Exhibit B – Statement of Work 3. Exhibit C – Rates 4. Exhibit D – Terminology 5. Exhibit E – Contractor’s Administrative Requirements 6. Exhibit F – Sample Option Letter 7. Exhibit G – Federal Provisions 8. Exhibit H – PII Certification 9. Exhibit I – Information Technology Provisions 10. Exhibit J – MMIS Requirements and SLAs <p>In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. Exhibit A, HIPAA Business Associates Addendum 2. Exhibit G, Federal Provisions 3. Colorado Special Provisions in §18 of the main body of this Contract 4. Exhibit I, Information Technology Provisions 5. The provisions of the other sections of the main body of this Contract 6. Exhibit B, Statement of Work 																									

7. Exhibit J, MMIS Requirements and SLAs
8. Exhibit C, Rates
9. Exhibit D, Terminology
10. Exhibit E, Contractor's Administrative Requirements
11. Exhibit H, PII Certification
12. Exhibit F, Sample Option Letter

Principal Representatives

For the State:

Parrish Steinbrecher
Health Care Policy & Financing
1570 Grant Street
Denver, CO 80203

Parrish.Steinbrecher@state.co.us

For Contractor:

Roger Gunter, Senior Principal
Gainwell Technologies LLC
1560 Broadway, Suite 600
Denver, CO 80202

Roger.Gunter@gainwelltechnologies.com

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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




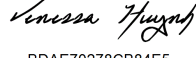
<p>CONTRACTOR Mark Knickrehm, Chairman & CEO Gainwell Technologies LLC</p> <p>Signed by: </p> <p>4EE6BBD6856646D... By: Mark Knickrehm, Chairman & CEO</p> <p>Date: 02/06/2025 11:57 MST</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p>DocuSigned by: </p> <p>0B6A84797EA8493... By:</p> <p>Date: 02/06/2025 12:33 MST</p>
<p>In accordance with §24-30-202, C.R.S., if this Contract is for a Major Information Technology Project, this Contract is not valid until signed and dated below by the Chief Information Officer or an authorized delegate.</p> <p>STATE CHIEF INFORMATION OFFICER David Edinger, Chief Information Officer and Executive Director</p> <p>DocuSigned by: </p> <p>By: _____ 4235987998F1488...</p> <p>Date: 02/13/2025 16:58 MST</p>	<p>In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: </p> <p>By: _____ BDAE70278CB84E5...</p> <p>Robert Jaros or Controller Delegate</p> <p>Effective Date: 02/20/2025 13:21 MST</p>

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1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State’s Option

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

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§15**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given 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. This subsection shall not apply to a termination of this Contract by the State for Breach of Contract by Contractor, which shall be governed by **§12**.

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Affiliate"** means a person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by another person or entity or is under common control with another person or entity or beneficially owns or has the power to vote or direct the vote of at least a majority of any class of voting stock (or of any form of voting equity interest in the case of a person that is not a corporation) of such other person or entity. For purposes of this definition, "control", including the terms "controlling" and "controlled", means the power to direct or cause the direction of the management and policies of an entity, directly or indirectly, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.
- B. **"Breach of Contract"** means the failure of a Party to perform material obligations in accordance with this Contract, in whole or in part consistent with the requirements set forth in this Contract. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- C. **"Business Day"** means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1), C.R.S.
- D. **"Chief Procurement Officer"** means the individual to whom the Executive Director has delegated his or her authority, pursuant to §24-102-202, C.R.S. to procure or supervise the

procurement of all supplies and services needed by the State.

- E. **“Contract”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- F. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- G. **“Contractor Pre-Existing Material”** means material, code, methodology, concepts, process, systems, technique, trade or service marks, copyrights, or other intellectual property (a) developed, licensed or otherwise acquired by Contractor (i) prior to the Effective Date of this Contract and/or (ii) independent of any services rendered under this or any other contract with the State and (b) any and all modifications, enhancements, and derivatives of the foregoing developed independent of any services rendered under this or any other contract with the State..
- H. **“Colorado Open Records Act (CORA)”** means §24-72-200.1, *et seq.*, C.R.S.
- I. **“Criminal Justice Information (CJI)”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- J. **“Deliverable”** means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor’s Work that is intended to be delivered to the State by Contractor as provided in this Contract.
- K. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.
- L. **“End of Term Extension”** means the time period defined in **§2.D**
- M. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- N. **“Extension Term”** means the time period defined in **§2.C**
- O. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- P. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §24-37.5-401, *et seq.*, C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the

unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

- Q. **“Initial Term”** means the time period defined in §2.B
- R. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- S. **“Payment Card Information (PCI)”** means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.
- T. **“Personal Health Information (PHI)”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- U. **“Personally Identifiable Information (PII)”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, *et seq.*, C.R.S.
- V. **“Services”** means the services to be performed by Contractor as set forth in this Contract and shall include any services to be rendered by Contractor in connection with the Goods.
- W. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- X. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- Y. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

- Z. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- AA. **“Subcontractor”** means any individual or entity that enters into a contract with Contractor to perform either a material portion or all of the obligations of Contractor under this Contract. Notwithstanding the foregoing, a Subcontractor is not:
- (i) an individual or entity that is engaged by Contractor to provide (a) services on a leveraged basis either globally or regionally for multiple Contractor customers; (b) IT Infrastructure, network, storage, hosting, or telecommunications services; (c) software or software support services; (d) contingent or supplemental staff; (e) professional services; or (f) back-office services;
 - (ii) a Gainwell Affiliate, who are subject to the terms of this Contract directly; or
 - (iii) an ordinary course of business vendor.
- BB. **“Subcontractor Pre-existing Material”** means material, code, methodology, concepts, process, systems, technique, trade or service marks, copyrights, or other intellectual property (a) developed, licensed or otherwise acquired by Subcontractor (i) prior to the Effective Date of this Contract and/or (ii) independent of any services rendered under this or any other contract with the State and (b) any and all modifications, enhancements and derivatives of the foregoing developed independent of any services rendered under this or any other contract with the State..
- CC. **“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.
- DD. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- EE. **“Work Product”** **Work Product”** means those documents, text, software (including source code), research results reports, proposals, specifications, plans, results of studies, data, images, photographs, negatives, pictures, drawings, designs identified as being developed under this Contract on behalf of the State of Colorado, “Work Product” does not include Contractor Pre-existing Material, Subcontractor Pre-existing Material or third-party intellectual property contained therein or otherwise used in the performance of the Work.

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

4. STATEMENT OF WORK

- A. Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit B, and Exhibit E. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.
- B. The State, at its discretion, shall have the option to increase the statewide quantity of Goods and Services based upon rates established in this Contract, and increase the maximum amount payable accordingly, via a form substantially similar to Exhibit F, or an Amendment to this Contract. If exercising this option via an Option Letter, the State shall provide written notice to Contractor within 10 Business Days prior to implementation of the increase in quantity. Delivery of Goods and performance of Services shall continue at the same rates and terms as

described in this Contract. If the increase is to occur via Amendment, the Parties will negotiate the rates and terms and the State will seek the appropriate approvals. The increase in service included in an Amendment will occur consistent with the terms of the Amendment.

- C. The State, at its discretion, shall have the option to decrease the statewide quantity of Goods and Services based upon rates established in this Contract, and modify the amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to Exhibit F, or an Amendment to this Contract. If exercising this option via an Option Letter, the State shall provide written notice to Contractor within 10 Business Days prior to the decrease in quantity. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. If the decrease is to occur via Amendment, the Parties will negotiate the rates and terms and the State will seek the appropriate approvals. The decrease in service included in an Amendment will occur consistent with the terms of the Amendment.
- D. Parties agree that Contractor may share or otherwise delegate any of the Services hereunder to an Affiliate whether inside or outside the United States, with 20 days prior notice to the Customer. However, it is understood that Contractor continues to be solely obligated and liable to the State for the satisfactory performance of any Work performed by such Affiliate pursuant to this Contract.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

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

ii. Interest

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

and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds, the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

6. REPORTING - NOTIFICATION

A. Litigation Reporting

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

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

i. Performance Outside the State of Colorado

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §15 and in form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado, or its execution of an agreement with a Subcontractor to perform Services outside the State of Colorado. Such

notice shall specify the type of Services to be performed outside the State of Colorado and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a Breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

ii. Performance Outside of the United States

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

C. SOC 1 Type II Annual Report

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

7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

Contractor shall permit the State, the federal government, and any other duly authorized agent of the federal government, as long as agent of the State is not a competitor of Contractor, of a governmental agency to audit, inspect, examine, excerpt, and copy Contractor Records during the Record Retention Period. The State will provide a copy of the report due to any audit, inspection or examination of Contractor Records to the extent that the audit report is not confidential under state or federal laws or regulations. 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 ten (10) Business Days' notice from the State. Contractor Records subject to inspection do not include records that are legally privileged, supplier records subject to obligations of confidentiality (excluding, for clarity, records directly related to the performance of the Work), records reflecting Contractor's internal costs (other than pass-through costs reimbursed by the State), or records relating to Contractors other clients. For the avoidance of doubt, nothing herein is intended to preclude the inspection of records required to verify compliance with terms of the Contract, including the accuracy of Contractor's invoices. Audits conducted on Contractor's premises or those of Contractor's affiliates will be carried out without any avoidable disruptions to business operations and auditors will follow all necessary security requirements as required by Contractor while on premise. All information learned or exchanged in connection with the conduct of an inspection, audit, examination, as well as the results of any inspections, audit, examination is Confidential Information to Gainwell and the State, unless disclosure is required under §24-72-204, C.R.S. Although the State may have access to Contractor's trade secrets, confidential commercial and financial information during an inspection, this information shall not be disclosed according to §24-72-204(3)(iv), C.R.S.

C. Monitoring

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

D. Final Audit Report

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

E. Written assessments will not be required from Business Associates that do not receive, manipulate, store or distribute the Department's data

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records including confidential information provided by the Department's contractors or third parties, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently

updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJ, and **(v)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's Principal Representative. Contractor reserves the right to require the State's other contractors or third parties to execute a reasonable non-disclosure agreement to protect specifically identified Confidential Contractor Records before disclosure of those Contractor Records to the third parties. For the avoidance of doubt, the State is not required to create or negotiate the non-disclosure agreement between Contractor and third parties.

At the Effective Date of this Contract, Contractor does not receive, manipulate, or store Federal Tax Information, PCI or CJ Data. If the State decides that Contractor will receive, manipulate, or store Federal Tax Information, PCI or CJ Data, both Parties will negotiate an amendment to this Contract that will govern Contractor receiving, manipulating or storing the data.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor 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 Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited

to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

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. In addition, as set forth in § 24-74-102, *et seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit H on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit H shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

to be in conflict with the full performance of Contractor’s obligations under this Contract.

C. Disclosure to the State

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

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

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies as authorized 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, damage to rented premise, independent contractors, products and completed operations, 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 premise.

C. Automobile Liability

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

D. Cyber/Network Security and Privacy Liability

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

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

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any

negligent act with minimum limits as follows:

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

F. Crime Insurance

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

- i. \$1,000,000 each occurrence;.

G. Additional Insured

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

H. Primacy of Coverage

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

I. Cancellation

The above insurance policies shall include provisions preventing cancellation or , without at least 30 days' prior notice to Contractor except for cancellation based on non-payment of premiums, without at least 10 days' prior notice to the Contractor and Contractor shall forward such notice to the State in accordance with **§155** within seven days of Contractor's receipt of such notice. If any insurance policy required herein and maintained by Contractor does not provide advance notice to third parties then, prior to any cancellation of such insurance, Contractor shall have new insurance policies in place that meet the requirements of this Agreement.

J. Subrogation Waiver

Where not prohibited by law, except for Managed Cared E&O crime insurance, all insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

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

L. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage

required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. Upon the renewal 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 of insurance on an Acorid form to the State of compliance with the provisions of this section. Contractor shall provide all certificates electronically to the Department's designated insurance certificate submission site, unless the Department has specifically directed otherwise.

11. LIMITATION OF CONTRACTOR'S LIABILITY TO STATE

The liability of Contractor, its Subcontractors, and their respective personnel to the State for any claims, liabilities, or damages relating to this Contract shall be limited to damages, including but not limited to direct losses, , not to exceed one (1) times the Maximum Amount payable by the State under this Contract or \$1,000,000.00, whichever is greater.

No limitation on Contractor's liability to the State under this Section shall limit or affect:

- A. Contractor's indemnification obligations to the State under this Contract;
- B. Any claims, losses, or damages for which coverage is available under any insurance required under this Contract;
- C. Claims or damages arising out of bodily injury, including death, or damage to tangible property of the State;
- D. Contractor's liability relating to the disclosure of confidential information or data loss; or
- E. Claims or damages resulting from the recklessness, bad faith, or intentional misconduct of Contractor or its Subcontractors.

In no event will Contractor be liable for any, special, consequential, incidental, exemplary or punitive damages, loss of income, goodwill, reputation, lost profits or anticipated savings, even if a Party has been advised of the possibility of such damages.

12. BREACH OF CONTRACT

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

13. REMEDIES

- A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §0, shall have all of the remedies listed in this section, in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Contract

In the event of Contractor's uncured breach, 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. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

If any Work infringes, or if the State in its 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 §0 and the dispute resolution process in §14 shall have all remedies available at law and equity.

14. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as

described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of C.R.S. §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S., (the “Resolution Statutes”), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor’s challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. NOTICES AND REPRESENTATIVES

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

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

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

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of

the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

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

- iv. As per 42 CFR § 433.112, states are required to ensure that systems developed with Federal Financial Participation (FFP) are made available for reuse by other states. This regulation outlines the conditions for FFP for the design, development, installation, or enhancement of mechanized claims processing and information retrieval systems, such as Medicaid Management Information Systems (MMIS). To comply with this regulation, the State hereby grants to Contractor a perpetual, irrevocable, non-exclusive, worldwide, fully paid-up and sublicensable right to use, make, modify, use, sell, offer to sell, copy, distribute copies of, publicly perform, publicly display, publish, transfer, and make derivative works of the Work Product for itself and for the benefit of its other customers, provided those customers are subject to the same requirements under 42 CFR § 433.112.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, “State Materials”). Except as permitted under Section 16.A.iv above, 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 and Subcontractors

i.) Contractor retain the exclusive rights, title, and ownership to any and all Contractor 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 Work Product or a Deliverable or necessary to use Work Product or a Deliverable and any derivatives, modifications or enhancements of Contractor intellectual property (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. ii.) Subcontractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Subcontractor including but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, third-party materials, delivered by Subcontractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (and any derivatives, modifications or enhancements of Subcontractor intellectual property (collectively “Subcontractor Property”). Neither the Contractor nor the State will sell, license, rent, sublicense, or transfer Subcontractor IP without prior written consent.
- E. The Contractor shall provide all obligations for transitioning the system to the State or third-party vendor in the Transition Plan.

17. GENERAL PROVISIONS

A. Assignment

Except to an affiliate or a party that purchases all or substantially all of assets or equity of Contractor, Contractor’s rights and obligations under this Contract may not be transferred or assigned without the prior, written consent of the State, which shall not be unreasonably withheld. 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 the components of each such subcontract describing the Work performed for the State and any requirements flowed down to the Subcontractor, upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

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

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

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

K. External Terms and Conditions

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

L. Severability

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

M. Survival of Certain Contract Terms

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

N. Taxes

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

O. Third Party Beneficiaries

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

P. Waiver

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

Q. CORA Disclosure

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

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations

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

T. Indemnification

i. General Indemnification

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

ii. Intellectual Property Indemnification

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

iii. Accessibility Indemnification

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

U. Accessibility

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

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

V. Additional Provisions

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

W. Force Majeure

Neither Party will be in default to the extent that the performance of an obligation is prevented or delayed by any cause (“Force Majeure Event”), which is beyond that Party’s reasonable control. A “Force Majeure Event” includes but is not limited to acts of God; acts of the public enemy; acts of the state or any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusually severe weather or other acts or events outside the reasonable control of a Party. Because the Department is a governmental agency charged with the protection of the public welfare during such events, Contractor shall use reasonable commercial efforts to perform given the nature of the event.

X. Excused Performance

Any failure or delay by Contractor to perform its obligations under this Contract will be excused if the failure was caused by: (i) any act or omission of the State or its employees, agents or contractors, including any failure or delay by the State to perform its obligations under this Contract including its Exhibits, (ii) the reasonable reliance by Contractor on the State’s instructions, authorizations, approvals or other information. The Contractor will use reasonable commercial efforts to perform the work in such circumstances.

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor

has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

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

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

EXHIBIT A, HIPAA BUSINESS ASSOCIATES ADDENDUM

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

1. PURPOSE

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

2. DEFINITIONS

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

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

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

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

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

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

d. 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).

e. 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.

f. 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.
- g. 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>.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. 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.
- n. 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.
- o. 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.

p. 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.

q. 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.

r. 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.

s. 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.

- t. Retention of PHI. Except upon termination of this Agreement as provided in Section 5 below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 1.j 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.

u. 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.

- v. 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:
 - ii. 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. CONTRACT STAGES AND PROJECT PHASES

1.1. Sections 1 - 11 of this Exhibit shall apply to all modules within this Contract.

1.2. Contract Stages

1.2.1. All of the following stages shall be part of this Contract:

1.2.2. Transition Phase

1.2.2.1. The intent of the Transition Phase is for the Contractor to make additional improvements to the Colorado interChange (iC) system and to operate and maintain the system.

1.2.2.2. During the transition phase the Contractor shall implement new tools and processes to enhance the overall service delivery and to make the iC system more efficient.

1.2.3. Ongoing Operations and Maintenance (O&M) and Enhancement Contract Stage includes ongoing Colorado iC operations and Fiscal Agent Operations (FAO).

1.2.3.1. The intent of the Ongoing O&M and Enhancement Contract Stage is to provide maintenance and operations of the Colorado iC, improve the Colorado iC with Enhancements as determined by the Department, improve enterprise integration, and provide the ongoing Fiscal Agent Operations related to the operation of the Colorado iC.

1.2.3.2. The Ongoing O&M and Enhancement Contract Stage shall include separate years in which this Contract Stage occurs.

1.2.3.3. The first year of the Ongoing O&M and Enhancement Contract Stage shall begin as specified in the most recently approved Project Management Plan. Each subsequent year of the Ongoing O&M and Enhancement Contract Stage shall begin annually as defined in the Project Management Plan.

1.2.3.4. Each Contract Stage will begin and end on the dates contained in the most recently approved Project Management Plan.

2. REQUIREMENT COMPLIANCE

2.1. The Contractor shall adhere to all requirements as stated in Exhibit J.

2.2. General Administrative Requirements

2.2.1. Unless otherwise specified, references to "Section" in this Exhibit J refer to sections within Exhibit J.

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

2.2.2.1. Costs.

2.2.2.2. Schedule.

2.2.2.3. Performance.

2.2.2.4. Scope.

2.2.2.5. Quality.

2.2.2.6. Risk.

2.2.2.7. Issues.

- 2.2.2.8. Change control.
- 2.2.2.9. Applicable Resources.
- 2.2.3. 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).
 - 2.2.3.1. The Contractor shall comply with the MMIS Core Project Schedule dates, and the processes and procedures set forth in the Department-approved DEL PM 1.2 Master Project Management Plan, unless both Parties agree to modify the MMIS Core Project Schedule or DEL PM 1.2 Master Project Management Plan, as per the approved Change Management process.
- 2.2.4. 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.
- 2.2.5. 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 an approved Project Schedule. The Deliverable or Work Component shall be approved by the Department; and those Deliverables' or Work Components' identified tasks, obligations, and responsibilities shall be incorporated into this Contract and due to the Department as documented in the approved Project Schedule. The parties shall agree on a process by which documents submitted by the Contractor will be reviewed and accepted by the Department.
- 2.2.6. The Contractor shall communicate directly and in a transparent manner with the Department during the Term of this Contract.
- 2.2.7. 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.
- 2.2.8. The Contractor shall apply a continuous security-focused approach to operations and enhancements, adapting to security issues that may arise or changes in State and federal rules and regulations related to system and data security.
- 2.2.9. 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.
- 2.2.10. General Requirements for Meetings
 - 2.2.10.1. The Contractor shall create and submit to the Department for review and approval:
 - 2.2.10.1.1. The processes the Contractor will use to maintain Meeting Minutes.
 - 2.2.10.1.2. The processes the Contractor will use to maintain Meeting Records.
 - 2.2.10.1.3. Any other documents related to the scheduled meetings.
 - 2.2.10.1.4. Once approved, no further changes will occur without the mutual agreement of both parties.
 - 2.2.10.2. The Contractor shall create and deliver all Meeting Agendas to the Department and all other meeting attendees at least 24 hours before each meeting is scheduled to begin.

- 2.2.10.3. 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 MMIS Core Project Repository (see Section 3.2.3) in which all Meeting Minutes and Meeting Records are stored.
- 2.2.10.4. The Contractor shall post all Meeting Minutes to the Project Repository 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 for meetings that end by 2:00 p.m. For meetings that end after 2:00 p.m., Contractor shall post meeting minutes to the Project Repository by 12 noon Mountain Time the next business day.
- 2.2.10.5. As-Needed Meetings
 - 2.2.10.5.1. As requested by the Department, the Contractor and the Department shall meet as needed (As-Needed Meetings).
 - 2.2.10.5.2. As-needed meetings shall be conducted either in person or virtually, as approved in advance by the Department.
 - 2.2.10.5.2.1. The parties shall hold meetings, including in person or virtual meetings, at times and locations agreed upon by the Parties.
 - 2.2.10.5.2.2. The parties shall agree at the outset of the project on a schedule of in-person meetings and define which persons shall be expected to attend. All other staff, on the project will be permitted to join virtually.
 - 2.2.10.5.3. The Contractor shall ensure that the staff who attend the As-Needed Meetings have the authority to represent and make decisions on behalf of the Contractor with respect to Project Issues such as work planning, problem resolution, and program development.
- 2.2.10.6. Project Status Meetings
 - 2.2.10.6.1. The Contractor shall attend, facilitate, and participate, as mutually agreed upon by the Parties, in Project Status Meetings with the Department, and as needed with other MES Vendors the Department wishes to include in these meetings.

3. PROJECT MANAGEMENT REQUIREMENTS

- 3.1. The Contractor shall adhere to Department EPMO standards and protocols on all project management activities throughout the life of the Contract. This includes the use of tools and applications, as well as processes. The Contractor shall provide written project management recommendations, as identified, to improve processes and efficiencies. The Contractor shall work cooperatively with the EPMO and provide written weekly status updates to the Department during all phases of the Contract. The Department shall provide Contractor with access to the documented standards and protocols and shall provide at least five (5) business days’ notice prior to implementing changes to the standards and protocols.
- 3.2. 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.
 - 3.2.1. Deliverable Expectations Document (DED)
 - 3.2.2. The Contractor shall create a DED for all Contract Deliverables that require Department review and approval.

- 3.2.2.1. Each DED shall, at a minimum, include all of the following:
- 3.2.2.2. Traceability to all Deliverables identified in this SOW.
- 3.2.2.3. Department-approved standards and format, and an outline format for all Deliverables.
- 3.2.2.4. The type of document (e.g., PDF, PowerPoint, Word Document) in which each Deliverable shall be provided.
- 3.2.2.5. Identification of when the information contained in the DED will be implemented.
- 3.2.2.5.1. DELIVERABLE: Deliverable Expectation Document (DED) (DEL PM 1.1)
- 3.2.2.5.2. DUE: As defined in the approved Project Schedule
- 3.2.3. Project Repository
- 3.2.4. The Contractor shall work with the EPMO to establish the MMIS Project Repository.
- 3.2.4.1. The Contractor may leverage the existing MMIS Project Repository or may propose a fully capable alternative if such an enhancement is planned for the Transition Phase.
- 3.2.4.2. The Contractor shall define the file structure within the MMIS Project Repository to use for all Project documents and Project Artifacts.
- 3.2.4.3. All Project documents, including draft documents and Work Products, and Project Artifacts shall be saved in the MMIS Project Repository.
- 3.2.4.4. The Contractor shall provide access to approved Department Users, as defined by the Department and communicated to the Contractor, to the MMIS Project Repository on demand.
- 3.3. Master Project Management Plan (PMP)
 - 3.3.1. The Contractor shall develop and submit for Department approval a Project Management Plan that uses a standard methodology, which defines how the Contractor will manage all aspects of the Contract that affect price, schedule, performance (scope and quality), risk/issues/opportunities, and applicable resources. The plan shall include, at a minimum:
 - 3.3.1.1. Approach for executing monitoring and controlling the project.
 - 3.3.1.2. Approach for managing resources and training.
 - 3.3.1.3. Approach for managing communication and reporting.
 - 3.3.1.4. Approach for managing scope, schedule, and cost.
 - 3.3.1.5. Approach to managing risk and project issues.
 - 3.3.1.6. Approach to managing changes.
 - 3.3.1.7. Approach to configuration management.
 - 3.3.1.8. Deliverable review and acceptance procedures.
 - 3.3.1.9. Systems Development Life Cycle (SDLC) approach.
 - 3.3.2. Contractor shall identify project management tools it has available to be used for project management and contract management to track and monitor performance. All tools shall require Department EPMO approval, except that Contractor shall not be required to purchase tools it does not currently have available. So as to not impede project development, interim tools may be leveraged as needed until such final selections are mutually approved.

- 3.3.3. All components of the Master Project Management Plan are set forth in detail below within this Section 3.3. The Contractor shall create and maintain a Master Project Management Plan that contains, at minimum, the following:
- 3.3.4. Communications Management Plan
 - 3.3.4.1. The Contractor shall deliver to the Department for review and approval a Communications Management Plan.
 - 3.3.4.2. At a minimum, the Communications Management Plan shall include all of the following:
 - 3.3.4.2.1. General communication protocols.
 - 3.3.4.2.2. General management processes.
 - 3.3.4.2.3. The Contractor's approach to meeting the communication requirements throughout the Term of the Contract.
 - 3.3.4.2.4. The Contractor's approach to maintaining telephone and email contact with the Department's assigned Division Director and other designated staff on at least a weekly basis throughout the Term of the Contract.
 - 3.3.4.2.5. The Contractor's approach to maintaining daily contact with the Department during critical transition and operational readiness phases, as appropriate.
 - 3.3.4.2.6. Identification of compliance with PMBOK standards.
 - 3.3.4.2.7. Identification of the purpose or goals of the Communications Management Plan.
 - 3.3.4.2.8. Identification of information that will be shared with Stakeholders.
 - 3.3.4.2.9. Identification of Stakeholders and schedule of frequency to share information.
 - 3.3.4.2.10. The quarterly milestone reporting schedule.
 - 3.3.4.2.11. The trigger mechanism for initiating the Dispute Process (e.g., formal letter, email, phone contact).
 - 3.3.4.2.12. For decision management, the strategy for how the Contractor shall distribute a Project decision log to the Department and MES Vendors.
 - 3.3.4.2.13. The decision log shall track key decisions that may have an MES impact or Project impact.
 - 3.3.4.2.14. At a minimum, the decision log must include the date, description, rationale, alternatives, expected impact, contributors, and approval signature.
 - 3.3.4.2.15. An identification of:
 - 3.3.4.2.15.1. The Project Stakeholders and their roles.
 - 3.3.4.2.15.2. The frequency and breadth of communications between the Contractor and the Department, Existing Vendors, and the Department's MES Vendors.
 - 3.3.4.2.15.3. The method of communications between the Contractor and the Department, Existing Vendors, and the Department's MES Vendors.
 - 3.3.4.2.15.4. The individuals responsible for the Contractor's communications, including the identification of valid and after-hour contact information.

- 3.3.4.2.15.5. 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.
- 3.3.4.2.15.6. Identification of software emergency patch communication procedures and processes and a timeframe for software emergency patches.
- 3.3.4.2.16. Identification of when the Communications Management Plan will be implemented.
- 3.3.4.2.16.1. WORK COMPONENT: Communication Management Plan (Part of DEL PM 1.2)
- 3.3.4.2.16.2. DUE: As defined in the approved Project Schedule
- 3.3.5. Documentation Management Plan
 - 3.3.5.1. The Contractor shall develop a Documentation Management Plan.
 - 3.3.5.1.1. The Documentation Management Plan shall include, at a minimum, all of the following:
 - 3.3.5.1.1.1. Approach to support Project continuity.
 - 3.3.5.1.1.2. Retention period for document reference and retrieval.
 - 3.3.5.1.1.3. Process for the Department to use for purposes of retrieving documents.
 - 3.3.5.1.1.4. Knowledge repository for Project-related documents.
 - 3.3.5.1.1.5. Document management standards, procedures, processes, and tools.
 - 3.3.5.1.1.6. Adherence to the Centers for Medicaid and Medicare Services (CMS) Documentation Conditions for Enhanced Funding (CEF) Standard.
 - 3.3.5.1.1.7. Maintenance of a Project Repository throughout the Term of the Contract.
 - 3.3.5.1.1.8. Approach to establishing the Project Repository.
 - 3.3.5.1.1.9. The identification of when the information contained in the Documentation Management Plan will be implemented.
 - 3.3.5.2. WORK COMPONENT: Documentation Management Plan (Part of DEL PM 1.2)
 - 3.3.5.3. DUE: As defined in the approved Project Schedule.
 - 3.3.6. Resource Management Plan and Organizational Structure
 - 3.3.6.1. The Contractor shall develop a Resource Management Plan and Organizational Structure.
 - 3.3.6.1.1. The Resource Management Plan and Organizational Structure shall include, at a minimum, all of the following:
 - 3.3.6.1.1.1. Key Personnel and other staffing considerations are noted in Exhibit E of this document.
 - 3.3.6.1.1.2. Information relating to the Contractor’s Subcontractors, as set forth in Exhibit E.
 - 3.3.6.1.1.3. Position descriptions and titles.

- 3.3.6.1.1.4. Required education, training, licensure, and certification for all identified positions.
- 3.3.6.1.1.5. Required experience for all identified positions.
- 3.3.6.1.1.6. Specific skills or knowledge required to fulfill the described positions.
- 3.3.6.1.1.7. Percent each position is allocated to this Contract.
- 3.3.6.1.1.8. The Contractor's approach to human resource management and management of staffing requirements.
- 3.3.6.1.1.9. Process for replacing key personnel.
- 3.3.6.1.1.10. The Contractor's process for resource planning and reporting, including the identification of current staffing levels and staffing needs for the Work.
- 3.3.6.1.1.11. The identification of any Personnel vacancies among Key Personnel and Other Personnel.
- 3.3.6.1.1.12. The identification of when the information contained in the Resource Management Plan and Organizational Structure will be implemented.
- 3.3.6.1.2. WORK COMPONENT: Resource Management Plan (Part of DEL PM 1.2)
- 3.3.6.1.3. DUE: As defined in the approved Project Schedule
- 3.3.7. Risk and Issue Management Plan
 - 3.3.7.1. The Contractor shall develop a Risk and Issue Management Plan.
 - 3.3.7.1.1. The Risk and Issue Management Plan shall include, at a minimum, all of the following:
 - 3.3.7.1.1.1. Identify the process and procedure the Contractor uses to identify and document Risks and Issues.
 - 3.3.7.1.1.2. Identify the process and procedure the Contractor uses to analyze Risks and Issues.
 - 3.3.7.1.1.3. Identify the process and procedure the Contractor uses to mitigate Risks and Issues.
 - 3.3.7.1.1.4. Identify the process and procedure the Contractor uses to manage realized Risks as an Issue.
 - 3.3.7.1.1.5. Identify the process and procedure the Contractor uses to monitor and communicate Risks and Issues to the Department and, as applicable, to other Department Stakeholders.
 - 3.3.7.1.1.6. The solutions the Contractor utilizes to address identified Risks and Issues.
 - 3.3.7.1.1.7. The Risk response plan that shall identify:
 - 3.3.7.1.1.7.1. The Risks that should be avoided.
 - 3.3.7.1.1.7.2. The Risks that should be transferred.
 - 3.3.7.1.1.7.3. The Risks that should be mitigated.
 - 3.3.7.1.1.7.4. The Risks that should be accepted.

- 3.3.7.1.1.8. Descriptions of the Issue Resolution Plan for each Issue.
- 3.3.7.1.1.9. The identification of when the information contained in the Risk and Issue Management Plan will be implemented.
- 3.3.7.1.2. WORK COMPONENT: Risk and Issue Management Plan (Part of DEL PM 1.2)
- 3.3.7.1.3. DUE: As defined in the approved Project Schedule
- 3.3.8. Change Management Plan
 - 3.3.8.1. Contractor shall develop and submit to the Department for approval in collaboration with the EPMO, a Change Management Plan that addresses and defines processes for managing changes to the project. These processes shall include, but are not limited to, the processes to do all of the following:
 - 3.3.8.1.1. Manage change requests, including but not limited to system changes, system tools, configuration and customization, and COTS product implementations.
 - 3.3.8.1.2. Proposed SDLC approach.
 - 3.3.8.1.3. Proposed methodology for change prioritization and release scheduling.
 - 3.3.8.1.4. Proposed methodology for documenting a change and seeking Department approval.
 - 3.3.8.1.5. Identify business needs from the Department and its designees, as directed by the Department.
 - 3.3.8.1.6. Identify and document changes in schedule, scope of work and/or project budget.
 - 3.3.8.1.7. Develop formal amendment or Option Letter to this Contract for any change in the scope of work that requires additional funding beyond that shown in this Contract or explicitly modifies a requirement contained in this Contract.
 - 3.3.8.1.8. Identify and document changes in business process definition.
 - 3.3.8.1.9. Identify and document changes in federal or State regulatory change support.
 - 3.3.8.1.10. Identify and document changes to the budget and procurement activities.
 - 3.3.8.1.11. Identify and document changes to the system documentation as needed.
 - 3.3.8.1.12. Manage changes in Configuration and Customization, including Configuration Management as defined in industry terms.
 - 3.3.8.1.13. Manage changes in training needs.
 - 3.3.8.1.14. Manage changes to data and/or additions to Department identified data.
 - 3.3.8.1.15. Manage changes in data policy and governance.
 - 3.3.8.1.16. Implement any changes only upon receiving Department approval of those changes.
 - 3.3.8.1.17. Obtain Department review and approval of all updates to the Change Management Plan and materials prior to use.
 - 3.3.8.1.18. Manage processes to track and communicate all changes, even if they do not require a formal change request.
 - 3.3.8.2. The Change Management Plan shall be implemented once approved and Contractor shall adhere to the processes included in the plan.

- 3.3.8.3. WORK COMPONENT: Change Management Plan (Part of DEL PM 1.2)
- 3.3.8.4. DUE: As defined in the approved Project Schedule
- 3.3.9. Quality Management Plan
 - 3.3.9.1. The contractor shall develop and submit to the Department for approval a Quality Assurance Control/Quality Management Plan, updated and delivered annually, by business activity to address the needs and specific opportunities for quality improvement throughout the Contract period. The Quality Assurance Control/Quality Management Plan should reflect the Contractor's experience and resolve toward:
 - 3.3.9.1.1. Methodology for maintaining quality of the code, workmanship, project schedules, Deliverables, and Subcontractor(s) activities.
 - 3.3.9.1.2. Quality in systems configuration, enhancement, testing, implementation, and post implementation verification.
 - 3.3.9.1.3. Process design and staff training.
 - 3.3.9.1.4. Performance standards development and measurement.
 - 3.3.9.1.5. Customer satisfaction measurement and analysis.
 - 3.3.9.1.6. Fiscal Agent operational processes and outcomes.
 - 3.3.9.2. WORK COMPONENT: Quality Management Plan (Part of DEL PM 1.2)
 - 3.3.9.3. DUE: As defined in the approved Project Schedule
- 3.3.10. Deliverable Management Plan
 - 3.3.10.1. The Contractor shall develop a Deliverable Management Plan to define processes and maintenance procedures for the review and approval of all Project Deliverables.
 - 3.3.10.1.1. The Deliverable Management Plan shall include, at a minimum, all of the following:
 - 3.3.10.1.1.1. The Contractor's Deliverables management approach.
 - 3.3.10.1.1.2. The definition of timely submissions, including review and approval of Project Deliverables.
 - 3.3.10.1.1.3. The process by which the Contractor tracks Deliverables.
 - 3.3.10.1.1.4. Version control and tracking of Deliverables.
 - 3.3.10.1.1.5. Quality assurance.
 - 3.3.10.1.1.6. EPMO feedback and recommendations coordination process.
 - 3.3.10.1.1.7. The Department's approval and written signoff of Deliverables.
 - 3.3.10.1.1.8. Change control procedures.
 - 3.3.10.1.1.9. The identification of changes, as applicable.
 - 3.3.10.1.1.10. The identification of when the information contained in the Deliverable Management Plan will be implemented.
 - 3.3.10.2. WORK COMPONENT: Deliverable Management Plan (Part of DEL PM 1.2)
 - 3.3.10.3. DUE: As defined in the approved Project Schedule

- 3.3.11. Schedule Development and Maintenance Procedures.
 - 3.3.11.1. The Contractor shall develop Schedule Development and Maintenance Procedures.
 - 3.3.11.1.1. The Schedule Development and Maintenance Procedures shall include, at a minimum, all of the following:
 - 3.3.11.1.1.1. The Contractor's approach to developing the Project Schedule.
 - 3.3.11.1.1.2. The Contractor's approach to complying with EPMO schedule maintenance procedures in relation to all MES Modules.
 - 3.3.11.1.1.3. The Contractor's approach to maintaining transparency of schedule changes and process of communicating to the Department.
 - 3.3.11.1.1.4. Information regarding the implementation of the activities contained in the Schedule Development and Maintenance Procedures.
 - 3.3.11.1.2. The Contractor shall develop PMBOK-based and PMBOK-compliant Schedule Development and Maintenance Procedures for the development and maintenance of the Project Schedule to be utilized to validate the accuracy and timing of the progress of the Project.
 - 3.3.11.1.3. The Contractor shall develop, publish to the Project Repository.
 - 3.3.11.1.4. The Contractor shall apply the Department-approved Schedule Development and Maintenance Procedures to assure the proper development and maintenance of the Project Schedule.
 - 3.3.11.2. The Contractor may create and maintain additional information to support its own processes within the Master Project Management Plan, if needed.
 - 3.3.11.3. The Contractor shall deliver one Master Project Management Plan to the Department for review and approval upon completion of all components outlined in this Section 3.3. The Contractor shall not use any part or component of the Master Project Management Plan prior to the Department's approval, unless the Department has provided its contingent approval of any part of the Master Project Management Plan.
 - 3.3.11.3.1. DELIVERABLE: Master Project Management Plan (DEL PM 1.2)
 - 3.3.11.3.2. DUE: Within 30 Business Days of the Contract Execution Date
- 3.3.12. Project Schedule
 - 3.3.12.1. The Contractor shall develop a Project Schedule for the purpose of identifying project tasks and activities.
 - 3.3.12.1.1. The Project Schedule shall include all of the following:
 - 3.3.12.1.1.1. The identification of tasks included in the Work set forth in the Contract for which the Contractor is responsible.
 - 3.3.12.1.1.2. The identification of tasks included in the Work set forth in the Contract for which the Department is responsible.
 - 3.3.12.1.1.3. A portfolio-level schedule that includes all Project tasks and activities.
 - 3.3.12.1.1.4. Schedule maintenance protocols.
 - 3.3.12.1.1.5. Baseline schedule dates.

- 3.3.12.1.1.6. Anticipated Deliverable due dates.
- 3.3.12.1.1.7. Anticipated Milestone completion dates.
- 3.3.12.1.2. The Project Schedule shall be created and maintained in MS Project.
- 3.3.12.1.3. The Project Schedule shall provide information regarding adherence to all schedule guidelines necessary to validate the accuracy of timeframes.
 - 3.3.12.1.3.1. DELIVERABLE: Project Schedule (DEL PM 1.3)
 - 3.3.12.1.3.2. DUE: Within 30 Business Days of the Contract Execution Date
- 3.3.13. Organizational Change Management (OCM) Plan
- 3.3.14. The Contractor shall develop an OCM Plan.
- 3.3.15. At a minimum, the OCM Plan shall align to Department standard processes and shall include all of the following:
 - 3.3.15.1. The way in which the OCM activities will be incorporated into the MMIS Project Schedule, which will be tracked to Project completion.
 - 3.3.15.2. OCM strategies and tactical steps that address, at a minimum, all of the following:
 - 3.3.15.2.1. Best practices, such as Prosci® and the Awareness, Desire, Knowledge, Ability, Reinforcement (ADKAR) model.
 - 3.3.15.2.2. Methods to evaluate effectiveness of OCM activities.
 - 3.3.15.2.3. Mentoring.
 - 3.3.15.2.4. Job shadowing may be needed such as in cases of personnel change over.
 - 3.3.15.2.5. Collaborative question and answer sessions.
 - 3.3.15.2.6. Leveraging role-based, hands-on training and end-user training on all new or changed tools, dashboards, and reporting through the Term of the Contract
 - 3.3.15.2.7. The identification of when information in the OCM Plan will be implemented.
 - 3.3.15.3. The OCM Plan should be updated for each of the improvements to be implemented.
 - 3.3.15.4. The Contractor shall participate in the ESI related activities that are part of the Department's OCM plan, including stakeholder analysis, risk assessments, training of end users, resistance management, and support OCM-related communications for their Solutions.
 - 3.3.15.4.1. DELIVERABLE: OCM Plan (DEL PM 1.4)
 - 3.3.15.4.2. DUE: As defined in the approved Project Schedule
- 3.3.16. Business Continuity and Disaster Recovery Plan
 - 3.3.16.1. The Contractor shall create a Business Continuity and Disaster Recovery Plan (BCDR) 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:
 - 3.3.16.2. How the Contractor will replace staff that are lost or unavailable during or after a Business Interruption so that the Work is performed in accordance with the Contract.

- 3.3.16.3. 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.
- 3.3.16.4. The plan shall also include how the Contractor will make all information available at its back-up facilities.
- 3.3.16.5. Contractor shall implement fail-over to the alternate processing location with a Recovery Point Objective of one (1) hour and a ninety-six (96) hour Recovery Time Objective.
- 3.3.16.6. 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.
- 3.3.16.7. How the Contractor will minimize the effects on Members of any Business Interruption.
- 3.3.16.8. 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.
- 3.3.16.9. Planned long-term back-up facilities out of which the Contractor can continue operations after a Disaster.
- 3.3.16.10. The time period it will take to transition all activities from the Contractor's regular facilities to the back-up facilities after a Disaster.
- 3.3.16.11. 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.
 - 3.3.16.11.1. DELIVERABLE: Business Continuity and Disaster Recovery Plan (DEL PM 1.5)
 - 3.3.16.11.2. DUE: As defined in the approved Project Schedule
- 3.3.17. Requirements Traceability Matrix
 - 3.3.17.1. The Contractor shall develop a Requirements Traceability Matrix (RTM) via ALM tool to which the Contractor shall provide access to the Department.
 - 3.3.17.2. At a minimum, the RTM shall:
 - 3.3.17.2.1. Track progress of work to completion.
 - 3.3.17.2.2. Be maintained by adding, modifying, and removing requirements.
 - 3.3.17.2.3. Retain historic versions.
 - 3.3.17.2.4. Track the state (e.g., backlog, in-progress, testing) for each technical and functional requirement, including Deliverables and Work Components.
 - 3.3.17.2.5. Trace to test results (e.g., SIT, UAT).
 - 3.3.17.2.6. Trace to Defects and their statuses (e.g., new, resolved, etc.).
 - 3.3.17.2.7. Be traceable to features, product releases, and release approvals.
 - 3.3.17.3. The Contractor shall submit an Updated RTM to the Department before executing activities within the RTM for each Enhancement.
 - 3.3.17.3.1. DELIVERABLE: RTM (DEL PM 1.6)
 - 3.3.17.3.2. DUE: As defined in the approved Project Schedule

3.3.18. Joint Operating Agreement (JOA) Plan

- 3.3.18.1. Contractor shall provide assistance in completing the Joint Operating Agreement (JOA) Plan. The JOA Plan provides a framework for collaboration amongst the incumbent, Contractor, and the Department. The JOA Plan draft should be prepared as soon as is reasonably possible after the Contract Performance Beginning Date, The final JOA Plan is due prior to the Transition Plan as identified in Section 5 and will serve as input to transition planning activities. The Department will take the lead on coordinating the JOA Plan drafting and work product. The purpose of the agreement is to establish a process for managing the workload while both the Incumbent contract and Contractor’s contract are in place and to facilitate a successful turnover and takeover between the Contractors. The JOA Plan will also establish a process to fully transition the workload from the incumbent contractor to the new Contractor. The JOA Plan will be developed at no additional cost to the Department. Notwithstanding the above, the JOA will not modify any terms and conditions in the Contract with Contractor. If modifications requires an additional expense for Contractor, an approved SCR must be in place before completing any modifications.
- 3.3.18.2. The JOA will include at a minimum the following topics:
 - 3.3.18.2.1. Confidentiality requirements.
 - 3.3.18.2.2. Definitions.
 - 3.3.18.2.3. Workload.
 - 3.3.18.2.4. Contract roles and responsibilities.
 - 3.3.18.2.5. Dispute resolution.
 - 3.3.18.2.6. Connectivity expectations.
 - 3.3.18.2.7. Communication approach, roles, and responsibilities.
 - 3.3.18.2.8. Joint Transition Board (JTB) participants, which will be responsible for the weekly review of all transition activities to ensure the smooth transition of the various modules to the new system vendor(s).
- 3.3.18.3. Contractor shall acknowledge the completion of the JOA Plan via a written confirmation.
- 3.3.18.4. DELIVERABLE: Joint Operating Agreement Plan (DEL PM 1.7)
- 3.3.18.5. DUE: As defined in approved Project Schedule.

4. CONTRACT MANAGEMENT

4.1. Weekly Reporting

- 4.1.1. The Contractor shall develop, support, report (using dashboards), and provide weekly project management reports on the status of the project activities to allow both the Contractor and the Department to assess Contract milestones, deliverables, and performance.
- 4.1.2. The Contractor shall ensure that the Contractor's staff attending applicable meetings between the Department and the Contractor have the authority to represent and commit the Contractor regarding work planning, problem resolution, and program development.
- 4.1.3. The Contractor shall provide written weekly project status reports in a format approved by the Department. The use of real-time dashboard presentations is preferred to allow key

metrics to be available in near real time. Weekly reports shall include the status of schedule, performance (quality/scope/technical/operations), risks/issues/opportunities, staffing, and other pertinent metrics related to System projects. Changes proposed by either party must be mutually agreed to and Contractor shall have at least two (2) business days to implement the change. Report changes requiring software development may be raised as an exception to this constraint and will be delivered on a mutually agreed schedule.

4.1.4. The Contractor shall submit the Weekly Project Status Report to the Department no later than Friday close of business each week.

4.1.4.1. DELIVERABLE: Weekly Project Status Report (DEL CM 1.1)

4.1.4.2. DUE: Every week on Friday by 5:00 PM MST

4.2. Monthly Contract Management Report

4.2.1. Contractor shall develop and submit to the Department a monthly Contract Management report. The report must include the following:

4.2.1.1. Executive summary

4.2.1.2. Dashboard reports

4.2.1.3. Releases:

4.2.1.3.1. Scheduled

4.2.1.3.2. Off-Schedule

4.2.1.4. Upcoming release

4.2.1.5. System Risks and Issues

4.2.1.6. Deliverables submitted

4.2.1.7. Upcoming Deliverables

4.2.1.8. Quality Assurance

4.2.1.8.1. Template/Form Updates

4.2.1.8.2. Process Updates

4.2.1.9. Builds Overview

4.2.1.9.1. SIT Status

4.2.1.9.1.1. Major Release

4.2.1.9.1.2. Off-Schedule Release

4.2.1.9.2. UAT Status

4.2.1.9.3. New Requirement

4.2.1.9.3.1. # of SCRs in UAT Status

4.2.1.9.3.2. # of SCR COs in UAT Status

4.2.1.9.3.3. # of SCR UAT findings by severity, subsystem SCR

4.2.1.9.3.4. # of Production findings in UAT Environment

4.2.1.9.4. Production Status

- 4.2.1.9.5. Incident Counts
- 4.2.1.9.6. Defects
- 4.2.1.9.7. Severity #
 - 4.2.1.9.7.1. Date Identified, Date Close
 - 4.2.1.9.7.2. # of unresolved Production Finding by severity and subsystem
 - 4.2.1.9.7.3. List of Production Findings including Severity, Status, Date Identified, Functional Area, Target Release Date(s), Close Date.
- 4.2.1.9.8. Summary:
 - 4.2.1.9.8.1. Total Builds (SIT/UAT)
 - 4.2.1.9.8.2. Successful
 - 4.2.1.9.8.3. Build Related Failures
- 4.2.1.9.9. SLAs/QMP
 - 4.2.1.9.9.1. Met
 - 4.2.1.9.9.2. Non-met
- 4.2.1.10. Organization Structure (Changes)
- 4.2.1.11. A summary of Contractor activities and key volume indicators, for the month and cumulative to the fiscal year end.
- 4.2.1.12. Overview of labor hours spent on enhancement and operational activities (planned vs actual hours).
- 4.2.1.13. Other activities necessary for the Department to monitor Contractor activities.
- 4.2.2. Contractor shall maintain responsibility to manage all aspects of the Contract that affect price, schedule, performance (scope and quality), risk/issues/opportunities, and applicable resources with transparency and direct communication.
- 4.2.3. The Contractor shall report on all performance standards as specified in the Contract.
- 4.2.4. The Contractor shall provide price and schedule estimates to support proposed legislation, budget requests, and other initiatives within 24 hours, or as directed by the Department.
- 4.2.5. The Contractor shall maintain confidentiality and privacy in regard to information concerning internal policy discussions, contractual issues, price negotiations, State financial information, and advanced knowledge of potential/draft legislation.
 - 4.2.5.1. DELIVERABLE: Monthly Contract Management Report (DEL CM 1.2)
 - 4.2.5.2. DUE: No later than 15 (fifteen) Business Days after the end of each calendar month
- 4.3. Business Process Improvement Plan
 - 4.3.1. The Contractor shall solicit Department staff participation during initial planning activities for the development of a Business Process Improvement Plan. The Department shall provide a complete list of Department staff to include in initial planning activities.
 - 4.3.2. The Business Process Improvement Plan shall include, but not be limited to:

- 4.3.2.1. Business improvement objectives and action plans for the upcoming year, which shall be mapped back to Department-defined strategic goals.
- 4.3.2.2. A defined methodology and approach for baselining current state, planning and executing improvements and measuring improvements to Department-defined strategic goals and business objectives.
- 4.3.2.3. An outline of all major activities, projects, and training planned for the upcoming year, and description of the measurable outcome each item is expected to achieve.
- 4.3.2.4. A defined approach and commitment to work cooperatively with all Department staff and MES Contractors to ensure success of this Contract.
- 4.3.2.5. Recommendations in any area in which the Contractor believes improvements within the Colorado MES Ecosystem can be made based on industry standards, best practices, cost efficiencies, new technologies, trends, and issues in the national private and public sector healthcare marketplace.
- 4.3.2.6. A summary of lessons learned and process improvements, which shall also include process improvement recommendations for the upcoming year.
- 4.3.2.7. An evaluation template or scorecard to measure progress and quantifiable improvements against previously approved business objectives throughout the year related to the Department's strategic goals, business objectives, and other activities defined within the Business Process Improvement Plan.
- 4.3.2.8. A complete list of Risks and Issues that could negatively impact the success of achieving business objectives defined in the Business Process Improvement Plan, which shall also include the Contractor's recommended approach to mitigate and resolve all documented Risks and Issues.
- 4.3.2.9. High-level cost, schedule, and resource estimates for all Contractor recommendations documented within the Business Process Improvement Plan, as applicable. All System Enhancement staff participating in developing the Business Improvement Plan shall be permitted to bill their time to Enhancement Pool hours while working on the Plan.
- 4.3.2.10. The Business Process Improvement Plan shall be a working long-term Contract Deliverable that describes how potential changes to technology and/or architecture could improve operations and achievement of the Department's strategic goals.
- 4.3.2.11. The Contractor shall prepare a Business Process Improvement Plan for Department review and approval, using the approved format of the Business Process Improvement Plan DED.
 - 4.3.2.11.1. DELIVERABLE: Business Process Improvement Plan (DEL CM 1.3)
 - 4.3.2.11.2. DUE: As defined in the approved Project Schedule
- 4.3.2.12. After the initial Business Process Improvement Plan is approved, the Contractor shall facilitate semi-annual meetings with Department-defined staff to measure and document improvements, and document new challenges related to technology, architecture, operations, and achievement of the Department's strategic goals.
- 4.3.2.13. On an annual basis, the Contractor shall update the Business Process Improvement Plan for Department review and approval.
 - 4.3.2.13.1. DELIVERABLE: Updated Business Process Improvement Plan (DEL CM 1.3)

4.3.2.13.2. DUE: Annually, no later than 30 Business Days after the end of each calendar year

5. TRANSITION PHASE

5.1. Transition Plan

5.1.1. The Contractor shall develop and submit for Department approval a Transition Plan including, at minimum:

5.1.1.1. Proposed approach to transition

5.1.1.2. Proposed approach for consolidating applicable sections from the Contractor's Turnover Plan into the transition planning activity

5.1.1.3. Tasks and activities for transition

5.1.1.4. Personnel and level of effort in hours

5.1.1.5. Completion date

5.1.1.6. Transition Milestones

5.1.1.7. Entrance and exit criteria

5.1.1.8. Schedule for transition.

5.1.1.9. Production program and documentation update procedures during transition

5.1.1.10. Readiness walkthrough

5.1.1.11. Parallel test procedure

5.1.1.12. Training plan and approach

5.1.1.13. Interface testing

5.1.2. The Contractor shall execute the Transition Plan and activities at no additional cost.

5.1.2.1. DELIVERABLE: Transition Plan (DEL TR 1.1)

5.1.2.2. DUE: As defined in the approved Project Schedule

5.2. New Tools and Processes

5.2.1. The Contractor shall implement the following tools that should improve the performance and operations of the system.

5.2.2. Customer Service Management

5.2.2.1. The Contractor shall implement a cloud-based Customer Service Management (CSM) tool.

5.2.2.2. The Contractor's solution shall provide increased visibility into requests via CSM functionality, monitoring workflow, communication, staff knowledge, documentation management, and configuration changes via standard reporting that includes the aging inventory.

5.2.2.3. The Contractor shall implement a cloud based CSM tool that would allow for an escalation path for workflow tasks to be sent to supervisor or higher-level System users for action.

5.2.2.4. The Contractor shall implement a cloud based CSM tool that would automatically generate follow-up communications according to workflow rules.

- 5.2.2.5. The Contractor shall implement a cloud based CSM tool that would provide a real-time communications tracking functionality with role-based access to monitor and document system updates, day-to-day business, and exchanges between Contractor(s) and the Department.
- 5.2.2.6. The Contractor shall implement a cloud based CSM tool to support the Transmittal process which meets the following needs of the Department:
 - 5.2.2.6.1. Is online and accessible by both the Contractor and the Department
 - 5.2.2.6.2. Has a configurable workflow
 - 5.2.2.6.3. Has robust, configurable reporting capabilities with standard and ad hoc reports
 - 5.2.2.6.4. Allows attachments of various standard file types to workflow products
 - 5.2.2.6.5. Has modifiable search capabilities, including on the notes field and attachments
 - 5.2.2.6.6. Generates alerts within the workflow as defined by the Department
 - 5.2.2.6.7. Historical transmittal data will be retained in a read-only searchable version of the legacy transmittal application in SharePoint.
 - 5.2.2.6.8. Has role-based application access, workflow actions, and notifications
 - 5.2.2.6.9. Allows authorized users to modify content within the workflow
 - 5.2.2.6.10. Training is provided for the applications functionality and use
 - 5.2.2.6.11. Is maintained by the Contractor
 - 5.2.2.6.12. The Contractor shall implement the CSM solution, which will allow the Department to have greater insight into operational efficiencies within the business areas.
- 5.2.2.7. The Contractor shall provide access to the CSM solution to Department approved users, as defined by the Department.
- 5.2.2.8. The Contractor shall provide role-based training to all approved users of the CSM solution.
- 5.2.2.9. The Contractor shall provide a demonstration of the production ready CSM solution.
- 5.2.2.10. The Contractor shall produce the following deliverables towards the implementation of CSM solution.
- 5.2.2.11. DELIVERABLE: Functional Requirements Specification for the CSM solution (DEL TR 1.2.1)
- 5.2.2.12. DUE: As defined in the approved Project Schedule.
- 5.2.2.13. DELIVERABLE: Requirements Traceability Matrix for the CSM solution (DEL TR 1.2.2)
- 5.2.2.14. DUE: As defined in the approved Project Schedule
- 5.2.2.15. DELIVERABLE: Conceptual Design Document for the CSM solution (DEL TR 1.2.3)
- 5.2.2.16. DUE: As defined in the approved Project Schedule.
- 5.2.2.17. DELIVERABLE: UAT for the CSM solution (DEL TR 1.2.4)
- 5.2.2.18. DUE: As defined in the approved Project Schedule.

- 5.2.2.19. DELIVERABLE: Training for the CSM solution (DEL TR 1.2.5)
- 5.2.2.20. DUE: As defined in the approved Project Schedule.
- 5.2.2.21. DELIVERABLE: User Documentation for the CSM solution (DEL TR 1.2.6)
- 5.2.2.22. DUE: As defined in the approved Project Schedule.
- 5.2.2.23. DELIVERABLE: Production ready CSM solution (DEL TR 1.2.7)
- 5.2.2.24. DUE: As defined in the approved Project Schedule.

5.2.3. Advanced Analytics

- 5.2.3.1. The Contractor will enhance the implementation of current dashboards to provide online performance reports, system management, business support measurement, and effective operational oversight. The Contractor shall migrate the existing analytics platform to secure cloud at a mutually agreed upon time.
- 5.2.3.2. The Contractor shall migrate the current platform to a secure cloud based and analytics platform that would allow for a suite of Contractor-defined, Department approved on-line reports which allow users to choose from multiple pre-built defined parameters, which will be jointly defined during migration, (such as provider number, procedure code, date of service, etc. or in combination) to generate user-customized results that help users monitor the daily operations of the System and Fiscal Agent Operations.
- 5.2.3.3. The Contractor shall implement a secure cloud and analytics platform that will provide a customizable operational dashboard, that includes current and historical System data.
- 5.2.3.4. The Contractor shall implement a secure cloud and analytics platform with extensive dashboard capabilities. The dashboard will enable the process to conduct automated and manual sampling of claims/encounters and reference file data, including, but not limited to, the retrieval of historical data for auditing, quality control, and research.
- 5.2.3.5. The Contractor shall implement advanced analytics dashboard that will track the life cycle of claims/encounters from original submission date through adjustments, including the chronological view of credit and debit transactions.
- 5.2.3.6. The Contractor shall implement a secure cloud and analytics platform which allows for drill-down detailed reviewing of claim/encounter suspense reports to finalize suspended claims and encounters.
- 5.2.3.7. The Contractor shall implement a secure cloud and analytics platform which would allow for drill-down viewing of detail and summary level claims and encounters weekly.
- 5.2.3.8. The Contractor will provide Department with access to analytics dashboards providing both real-time and scheduled monitoring of Contractor performance against SLA metrics. The extensive dashboards shall provide 24x7 automated monitoring, report traffic response times, and supply metadata.
- 5.2.3.9. The Contractor shall provide access to the advanced analytics solution to Department approved users, as defined by the Department.
- 5.2.3.10. The Contractor shall provide role-based training to all approved users of the advanced analytics solution.
- 5.2.3.11. The Contractor shall provide a demonstration of the production ready advanced analytics solution.

- 5.2.3.12. The Contractor shall produce the following deliverables towards the implementation of Advanced analytics solution.
- 5.2.3.13. DELIVERABLE: Functional Requirements Specification document for the Advanced Analytics solution (DEL TR 1.3.1)
- 5.2.3.14. DUE: As defined in the approved Project Schedule
- 5.2.3.15. DELIVERABLE: Requirements Traceability Matrix for the Advanced Analytics solution (DEL TR 1.3.2)
- 5.2.3.16. DUE: As defined in the approved Project Schedule.
- 5.2.3.17. DELIVERABLE: Conceptual Design Document for the Advanced Analytics solution (DEL TR 1.3.3)
- 5.2.3.18. DUE: As defined in the approved Project Schedule.
- 5.2.3.19. DELIVERABLE: UAT for the Advanced Analytics solution (DEL TR 1.3.4)
- 5.2.3.20. DUE: As defined in the approved Project Schedule.
- 5.2.3.21. DELIVERABLE: Training for the Advanced Analytics solution (DEL TR 1.3.5)
- 5.2.3.22. DUE: As defined in the approved Project Schedule.
- 5.2.3.23. DELIVERABLE: User Documentation for the Advanced Analytics solution (DEL TR 1.3.6)
- 5.2.3.24. DUE: As defined in the approved Project Schedule.
- 5.2.3.25. DELIVERABLE: Production ready Advanced Analytics solution (DEL TR 1.3.7)
- 5.2.3.26. DUE: As defined in the approved Project Schedule.
- 5.2.4. Enterprise Architecture Tool
 - 5.2.4.1. The Contractor shall implement an enterprise architecture tool to document the MMIS architecture.
 - 5.2.4.2. The tool shall, at a minimum, have the following features:
 - 5.2.4.2.1. Easy-to-understand Metamodel that covers all layers in the architecture.
 - 5.2.4.2.2. Capability to spot issues in one place and see the impact in other areas of the system.
 - 5.2.4.2.3. When an application is replaced, it should allow visibility into other affected systems.
 - 5.2.4.2.4. Identification of components approaching end of life
 - 5.2.4.2.5. Roadmap of system changes
 - 5.2.4.3. The Contractor shall provide the Department with a strategic plan for how the enterprise architecture tool will be operationalized in the MES.
 - 5.2.4.4. The Contractor shall be available to meet with the Department and deliver reports on findings from the enterprise architecture tool and the Contractor's plans to act on the information learned.
 - 5.2.4.5. The Contractor shall provide a demonstration of the production ready Enterprise Architecture Tool.

- 5.2.4.6. The Contractor shall produce the following deliverables towards the implementation of Enterprise Architecture Tool.
- 5.2.4.7. DELIVERABLE: Project Charter for the Enterprise Architecture Tool (DEL TR 1.4.1)
- 5.2.4.8. DUE: As defined in the Project Schedule.
- 5.2.4.9. DELIVERABLE: Production ready Enterprise Architecture Tool (DEL TR 1.4.2)
- 5.2.4.10. DUE: As defined in the approved Project Schedule
- 5.2.5. Knowledge Management
 - 5.2.5.1. The Contractor shall provide a Knowledge Management strategy for how the solution has been implemented into the Health First Colorado MES and Contractor's plan for future usage and enhancements of the solution.
 - 5.2.5.2. The Contractor has implemented and will maintain a knowledge base/content sharing solution. This solution will store and maintain policies, operating procedure manuals, training materials and other account documentation. This solution will provide a reliable and complete process for researching, resolving and responding to Member and Provider issues, including Tier II issues raised to the Contractor, related to the System or Fiscal Agent Operations brought to the Department's attention. The Contractor is providing the Knowledge Management solution for support in the Core Module operations, not included is Provider Call center support for provider and member response.
 - 5.2.5.3. The Contractor shall allow for multiple users to update the Knowledge Management content and provide a user-friendly interface to update the content.
 - 5.2.5.4. The Contractor shall provide end-user training.
 - 5.2.5.5. The Contractor shall provide organizational change management support training as part of the end-user training and will reinforce this periodically for user adoption or as new features/functionality are added.
 - 5.2.5.6. The Contractor shall provide a demonstration of the production ready Knowledge Management solution.
- 5.2.6. System Development Life Cycle (SDLC) Management Tool
 - 5.2.6.1. The Contractor shall update Requirements Specifications for approved Change Requests using an automated an SDLC tool that has the ability to integrate with other development management tools.
 - 5.2.6.2. The Contractor shall maintain or improve the System Change Request (SCR) process using an automated tool.
 - 5.2.6.3. The Contractor shall configure ALM to track project business requirements, user requirements, functional and nonfunctional requirements, technical requirements, SIT results, UAT results, and project and production defects. The tool shall provide traceability from product defect to business requirements, including the ability to export data into useable formats as defined by the Department.
 - 5.2.6.4. The Contractor shall produce the following deliverables towards the enhancement of the ALM tool.
 - 5.2.6.5. DELIVERABLE: Functional Requirements Specifications for the ALM tool enhancements (DEL TR 1.5.1)

- 5.2.6.6. DUE: As defined in the Project Schedule.
- 5.2.6.7. DELIVERABLE: Production ready ALM tool (DEL TR 1.5.2)
- 5.2.6.8. DUE: As defined in the Project Schedule.
- 5.2.7. Business Rules Engine/ BRE Viewer
 - 5.2.7.1. The Contractor shall implement an Business Rules Engine (BRE) solution that should simplify user experience and business rules management by:
 - 5.2.7.1.1. Simplifying the administration of business rules for end users
 - 5.2.7.1.2. Providing human readable content
 - 5.2.7.1.3. Minimizing re-work and reprocessing of claims
 - 5.2.7.1.4. Reducing reliance on technical resources
 - 5.2.7.1.5. Minimizing time to train new users
 - 5.2.7.1.6. The Contractor solution shall enable non-technical end-users to develop rules, test policies and validate in the development process prior to promoting the rules to interChange production.
 - 5.2.7.1.7. The Contractor solution shall have the following features at a minimum:
 - 5.2.7.1.7.1. Enable non-engineering resources to build and test rules
 - 5.2.7.1.7.2. Potential to accelerate development and deployment process
 - 5.2.7.1.7.3. Enhances alignment between business policy requirements and automation
 - 5.2.7.1.7.4. Transitions rules design and policy implementation to policy analysts rather than the current dependency predominately on engineering resources
 - 5.2.7.1.7.5. Support the expression of rules in business vocabulary
 - 5.2.7.1.7.6. Provide a mechanism for rules simplification and testing
 - 5.2.7.1.7.7. Assist in reducing ambiguous and conflicting rules
 - 5.2.7.1.7.8. Engine architecture standards and conditions as prescribed for enhanced federal funding and for the Modular Medicaid Enterprise
 - 5.2.7.1.7.9. Provides for expedited rules maintenance
 - 5.2.7.2. The solution proposed by the Contractor shall meet the following requirements that are listed in Exhibit J:
 - 5.2.7.2.1. Tech.1-10
 - 5.2.7.2.2. Tech.1-13
 - 5.2.7.2.3. Tech.1-14
 - 5.2.7.2.4. Tech.7-5
 - 5.2.7.2.5. Cor.1.2-3
 - 5.2.7.2.6. Cor.1.2-4
 - 5.2.7.2.7. Tech.1-8
 - 5.2.7.2.8. Tech.6-4

- 5.2.7.3. The Contractor shall produce the following deliverables towards the implementation of BRE Viewer
 - 5.2.7.3.1. DELIVERABLE: Functional Requirements Specification document for the BRE Viewer solution (DEL TR 1.6.1)
 - 5.2.7.3.2. DUE: As defined in the approved Project Schedule.
 - 5.2.7.3.3. DELIVERABLE: Requirements Traceability Matrix for the BRE Viewer solution (DEL TR 1.6.2)
 - 5.2.7.3.4. DUE: As defined in the approved Project Schedule
 - 5.2.7.3.5. DELIVERABLE: Conceptual Design Document for the BRE Viewer solution (DEL TR 1.6.3)
 - 5.2.7.3.6. DUE: As defined in the approved Project Schedule
 - 5.2.7.3.7. DELIVERABLE: UAT for the BRE Viewer solution (DEL TR 1.6.4)
 - 5.2.7.3.8. DUE: As defined in the approved Project Schedule.
 - 5.2.7.3.9. DELIVERABLE: Training for the BRE Viewer solution (DEL TR 1.6.5)
 - 5.2.7.3.10. DUE: As defined in the approved Project Schedule.
 - 5.2.7.3.11. DELIVERABLE: User Documentation for the BRE Viewer solution (DEL TR 1.6.6)
 - 5.2.7.3.12. DUE: As defined in the approved Project Schedule.
 - 5.2.7.3.13. DELIVERABLE: Production ready BRE Viewer solution (DEL TR 1.6.7)
 - 5.2.7.3.14. DUE: As defined in the approved Project Schedule.
- 5.2.7.4. BRE Professional Services (Optional)
 - 5.2.7.4.1. The Contractor will provide services for BRE Viewer Professional Consulting Services
 - 5.2.7.4.2. In order to execute BRE Professional optional services the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter in Exhibit F. BRE Professional optional services shall comply with the requirement set forth in Section 5.2.7.4 and the rates set forth in Exhibit C, Section 1.10.3.
- 5.2.8. Audit Function
 - 5.2.8.1. Audit Support
 - 5.2.8.1.1. The Contractor shall staff an audit support organization that at a minimum shall include:
 - 5.2.8.1.1.1. Audit Leader
 - 5.2.8.1.1.2. Project Manager
 - 5.2.8.1.1.3. Three (3) Business Analysts
 - 5.2.8.1.2. The audit support organization shall use design tools and modify processes to
 - 5.2.8.1.2.1. Better communicate through technology
 - 5.2.8.1.2.2. Improve transparency/data sharing.

- 5.2.8.1.2.3. Provide end to end involvement that can anticipate and support remediation.
- 5.2.8.1.3. The Contractor shall provide audit support to the Department, including selection of samples, production of hard-copy documents, perform demonstrations, and gathering of other required data.
- 5.2.8.1.4. The Contractor shall assist Department staff in responding to all federal and State auditing agencies or their designees. The solution proposed by the Contractor shall meet the following requirements that are listed in Exhibit J:
 - 5.2.8.1.4.1. FAO.13-5
- 5.2.8.2. Audit Response
 - 5.2.8.2.1. The Contractor shall implement Screen “Click” Capture technology to provide a way for improving audit trail functionality.
 - 5.2.8.2.2. The Contractor shall utilize a dynamic user interface to present a simple box of latest changes or updates for enhanced audit viewing and tracking.
 - 5.2.8.2.3. The Contractor shall provide audit support to the Department, including selection of samples, production of hard-copy documents, perform demonstrations, and gathering of other required data.
 - 5.2.8.2.4. The Contractor shall assist Department staff in responding to all federal and State auditing agencies or their designees.
 - 5.2.8.2.5. The solution proposed by the Contractor shall meet the following requirements that are listed in Exhibit J:
 - 5.2.8.2.5.1. Gen.3-5
 - 5.2.8.2.5.2. Gen.3-7
 - 5.2.8.2.5.3. Gen.3-8
 - 5.2.8.2.5.4. Gen 3-9
 - 5.2.8.2.6. The Contractor shall produce the following deliverables towards the implementation of Audit Viewer.
 - 5.2.8.2.7. DELIVERABLE: Functional Requirements Specification document for the Audit Viewer solution (DEL TR 1.7.1)
 - 5.2.8.2.8. DUE: As defined in the approved Project Schedule
 - 5.2.8.2.9. DELIVERABLE: Requirements Traceability Matrix for the Audit Viewer solution (DEL TR 1.7.2)
 - 5.2.8.2.10. DUE: As defined in the approved Project Schedule
 - 5.2.8.2.11. DELIVERABLE: Conceptual Design Document for the Audit Viewer Solution (DEL TR 1.7.3)
 - 5.2.8.2.12. DUE DATE: As specified in approved project schedule.
 - 5.2.8.2.13. DELIVERABLE: UAT for the Audit Viewer solution (DEL TR 1.7.4)
 - 5.2.8.2.14. DUE: As defined in the approved Project Schedule.
 - 5.2.8.2.15. DELIVERABLE: Training for the Audit Viewer solution (DEL TR 1.7.5)

- 5.2.8.2.16. DUE: As defined in the approved Project Schedule.
- 5.2.8.2.17. DELIVERABLE: User Documentation for the Audit Viewer solution (DEL TR 1.7.6)
- 5.2.8.2.18. DUE: As defined in the approved Project Schedule.
- 5.2.8.2.19. DELIVERABLE: Production ready Audit Viewer solution (DEL TR 1.7.7)
- 5.2.8.2.20. DUE: As defined in the approved Project Schedule.
- 5.2.9. e-Signature Solution
 - 5.2.9.1. The Contractor shall implement a solution for Enhanced e-Signature. The solution shall have the following features.
 - 5.2.9.1.1. The Provider enrollment e-signature shall cover up to 35,000 envelopes per year
 - 5.2.9.1.2. During the provider enrollment process contractor will provide a link to the e-signature service from the Provider Enrollment Portal
 - 5.2.9.1.3. The Providers will review and sign electronically the Provider Participation Agreement (PPA)
 - 5.2.9.1.4. The PPA should be accessible to the Providers who can download or print a copy for their records
 - 5.2.9.1.5. Standard reporting shall be provided, such as the ability to view and track number of envelopes signed daily.
 - 5.2.9.2. The Contractor shall produce the following deliverables towards the implementation of eSignature solution.
 - 5.2.9.3. DELIVERABLE: Functional Requirements Specification document for the e-Signature solution (DEL TR 1.8.1)
 - 5.2.9.4. DUE: As defined in the approved Project Schedule
 - 5.2.9.5. DELIVERABLE: Requirements Traceability Matrix for the e-Signature solution (DEL TR 1.8.2)
 - 5.2.9.6. DUE: As defined in the approved Project Schedule
 - 5.2.9.7. DELIVERABLE: Conceptual Design Document for the e-Signature solution (DEL TR 1.8.3)
 - 5.2.9.8. DUE DATE: As defined in approved project schedule.
 - 5.2.9.9. DELIVERABLE: UAT for the e-Signature solution (DEL TR 1.8.4)
 - 5.2.9.10. DUE: As defined in the approved Project Schedule.
 - 5.2.9.11. DELIVERABLE: Training for the e-Signature solution (DEL TR 1.8.5)
 - 5.2.9.12. DUE: As defined in the approved Project Schedule.
 - 5.2.9.13. DELIVERABLE: User Documentation for the e-Signature solution (DEL TR 1.8.6)
 - 5.2.9.14. DUE: As defined in the approved Project Schedule.
 - 5.2.9.15. DELIVERABLE: Production ready e-Signature solution (DEL TR 1.8.7)
 - 5.2.9.16. DUE: As defined in the approved Project Schedule.

5.2.10. Application Intelligence Tool

- 5.2.10.1. The Contractor shall implement the Application Intelligence tool at no additional cost to the Department.
- 5.2.10.2. The tool shall be used to perform an inspection and analysis to capture an understanding of the existing code and structure.
- 5.2.10.3. DELIVERABLE: Production Ready Application Intelligence Tool (DEL TR 1.9.1)
- 5.2.10.4. DUE DATE: As defined in the approved project schedule.

5.2.11. Pre-Production Environment (Optional Services)

- 5.2.11.1. The Contractor shall create a new testing environment called the Pre-Production Environment (optional services). The environment shall have the following features:
 - 5.2.11.1.1. The environment will be used for end to end testing.
 - 5.2.11.1.2. Updates to the environment will occur once a month.
 - 5.2.11.1.3. Two ad-hoc updates may occur in each of the State Fiscal Years.
 - 5.2.11.1.4. The environment will contain de-identified data.
- 5.2.11.2. The Contractor shall perform the following tasks for the Pre-Production environment (optional services)
 - 5.2.11.2.1. Add resources to track changes and oversee updating the Pre-Production Environment (optional services) each month.
- 5.2.11.3. In order to execute Pre-Production Environment (optional services) the State shall provide written notice to Contractor in a form substantially equivalent to Exhibit F. Pre-Production Environment (optional services) shall comply with the requirement set forth in Section 5.2.11.and the rates set forth in Exhibit C, Section 1.10.4.
- 5.2.11.4. The Contractor shall produce the following deliverables to complete the installation of the Pre-Production environment.
- 5.2.11.5. DELIVERABLE: Functional Requirements Specification for the Pre-Production environment (DEL TR 1.10.1).
- 5.2.11.6. DUE DATE: As defined in the approved Project Schedule.
- 5.2.11.7. DELIVERABLE: Requirements Traceability Matrix for the Pre-Production environment (DEL TR 1.10.2)
- 5.2.11.8. DUE: As defined in the approved Project Schedule.
- 5.2.11.9. DELIVERABLE: Conceptual Design Document for the Pre-Production environment (DEL TR 1.10.3)
- 5.2.11.10. DUE: As defined in the approved Project Schedule.
- 5.2.11.11. DELIVERABLE: UAT for the Pre-Production environment (DEL TR 1.10.4)
- 5.2.11.12. DUE: As defined in the approved Project Schedule.
- 5.2.11.13. DELIVERABLE: Training for the Pre-Production environment (DEL TR 1.10.5)
- 5.2.11.14. DUE: As defined in the approved Project Schedule.

- 5.2.11.15. DELIVERABLE: User Documentation for the Pre-Production environment (DEL TR 1.10.6)
- 5.2.11.16. DUE: As defined in the approved Project Schedule.
- 5.2.11.17. DELIVERABLE: Production ready Pre-Production environment (DEL TR 1.10.7)
- 5.2.11.18. DUE: As defined in the approved Project Schedule.
- 5.2.12. De-identification Tool
 - 5.2.12.1. The Contractor shall implement a data de-identification tool that will be leveraged during the testing process.
 - 5.2.12.2. The Contractor will produce the following deliverables to complete the installation of the De-identification tool.
 - 5.2.12.3. DELIVERABLE: Project Charter for the De-identification tool (DEL TR 1.11.1)
 - 5.2.12.4. DUE: As defined in the approved Project Schedule.
 - 5.2.12.5. DELIVERABLE: Functional Requirements Specification Document for the De-identification tool (DEL TR 1.11.2)
 - 5.2.12.6. DUE: As defined in the approved Project Schedule
 - 5.2.12.7. DELIVERABLE: Production ready De-identification tool (DEL TR 1.11.3)
 - 5.2.12.8. DUE: As defined in the approved Project Schedule

6. TESTING

- 6.1. The requirements below apply to all Contract phases.
- 6.2. The Contractor shall maintain responsibility to operate the test environment(s) to allow for the processing of mock data from production to populate claims/encounters with a volume and distribution similar to that of the production system.
- 6.3. The Contractor shall maintain the following test environments: Unit Test, System Test, UAT, Integration, and Training.
- 6.4. The Contractor shall support all required testing activities, which at a minimum should include:
 - 6.4.1. Unit Test
 - 6.4.2. System Test
 - 6.4.3. UAT
 - 6.4.4. Integration
 - 6.4.5. Disaster Recovery (annual)
 - 6.4.6. Performance/Stress
- 6.5. The Contractor shall develop and submit for approval to the Department an MMIS Test Plan that describes the Contractor's approach and commitment to all testing, including, but not limited to:
 - 6.5.1. Unit Testing process.
 - 6.5.2. System testing process.
 - 6.5.3. UAT process.

- 6.5.4. Integration testing process.
- 6.5.5. Pre-Production/Training testing process.
- 6.5.6. Performance/stress testing process
- 6.5.7. Penetration testing process.
- 6.5.8. Accessibility Testing process.
- 6.5.9. Roles and responsibilities throughout the Testing Phase.
- 6.5.10. Details of when each environment will be provided.
- 6.5.11. Description of the way in which multiple testing tasks or objectives can be conducted in parallel or at the same time within multiple testing environments.
- 6.5.12. Process for submitting, monitoring, and resolving Defects found during testing and assignment of severity and priority levels.
- 6.5.13. Process for tracing test cases to requirements.
- 6.5.14. Process for applying fixes to the System and conducting regression testing of any fixes.
- 6.5.15. Assurance of parity between technical environments.
- 6.5.16. Description of the proposed system or tool for identifying, prioritizing, tracking, fixing, and re-testing System Defects.
- 6.5.17. Structured promotion of functionality to subsequent testing levels.
- 6.5.18. Summary of testing tools used throughout the Testing Phase, including the approach to defining test cases that are representative of actual cases.
- 6.5.19. Testing of recovery processes and/ component outages/failures.
- 6.6. The Contractor shall maintain responsibility to test all System changes and Enhancement functionality through test environments that mirror production functionality.
- 6.7. The Contractor shall provide an automated testing process for System changes and Enhancements.
- 6.8. The Contractor shall provide an automated defect tracking process for System changes and Enhancements.
- 6.9. The Contractor shall provide access to UAT and Training System environments and tools for Department authorized users.
- 6.10. The Contractor shall develop and submit for Department approval, entrance and exit criteria for testing sub-phases. Any changes to entrance and exit criteria requires written approval by the Department.
- 6.11. The Contractor shall design, document, and execute detailed test cases for each sub-phase of testing. Test cases should include identifications, detailed steps, expected results, and actual results (where appropriate).
- 6.12. The Contractor shall submit all test results and testing metrics for each test sub-phase to the Department that includes, at minimum:
 - 6.12.1. Summary of testing results.
 - 6.12.2. Pass/Failure Rate.

- 6.12.3. Defect IDs and severity level of failed test cases.
- 6.12.4. Proposed resolution for identified defects.
- 6.12.5. The Contractor shall perform regression testing for all identified defects, as directed by the Department, and provide regression testing results.
- 6.12.6. The Contractor shall ensure alignment to the CMS Testing Guidance Framework.
- 6.12.7. The Contractor shall make the UAT and training environments available 95 % of the time these environments are normally available and accessible to the Department each month. Availability includes integration to other environments as applicable.
 - 6.12.7.1. The UAT environment is normally available to the Department during the hours of 7 a.m. to 7 p.m. (Mountain), Monday through Friday and such other times agreed to by the Contractor and the Department.
 - 6.12.7.2. During the Transition Phase, the Contractor will present to the Department a document describing how the Contractor will prepare the UAT testing environment prior to scheduled testing.
 - 6.12.7.3. The Contractor shall implement a deidentification tool using an AMI(Amazon Machine Image) image approach, The process will involve de-identifying the data in the current UAT databased initially. Refreshes will involve taking a subset of data from production, de-identifying the data and placing the data in the UAT databased, replacing the older data.
 - 6.12.7.3.1. The Contractor will create deidentified records for use in both UAT and end to end testing
 - 6.12.7.3.2. The Contractor shall collaborate with the ESI Contractor in developing a process to make the deidentified data available to other vendors for end to end testing
 - 6.12.7.3.3. A defect found during testing is not considered an outage.
- 6.12.8. The Contractor shall provide or propose an improved integrated test environment consistent with the proposed SDLC process that allows the Department and the Contractor to monitor the accuracy of the System and to test proposed changes to the system by processing test claims/encounters and other transactions through the System without affecting normal operations. The test environment shall allow for end-to-end testing including transmission of all data between the System and operational interfaces.
- 6.12.9. DELIVERABLE: MMIS Test Plan (DEL TS 1.1)
- 6.12.10. DUE: As defined in the approved Project Schedule
- 6.13. Operational Readiness
 - 6.13.1. The Contractor shall maintain responsibility for ensuring System access is in place, including passwords, prior to demonstration of operational readiness.
 - 6.13.2. The Contractor shall maintain and update the training environment with non-PHI training data to use during transition and operational readiness activities.
 - 6.13.3. The Contractor shall demonstrate alignment between organizational readiness and operational readiness.

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

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

6.13.4.2. DUE: As defined in the approved Project Schedule

7. OPERATION AND MAINTENANCE

7.1. The Contractor shall provide dedicated staff to perform Operations and Maintenance (O&M) of the System throughout the life of the Contract, and without utilizing billable enhancement hours.

7.2. Systems Operations and Maintenance Plan

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

7.2.1.1. Monitoring of daily performance of the System

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

7.2.1.2.1. Hardware

7.2.1.2.2. Operating systems

7.2.1.2.3. Database systems

7.2.1.2.4. Application and other software

7.2.1.2.5. Utilities for Systems, database, software, communications

7.2.1.2.6. Voice, video, data communication lines

7.2.1.2.7. Communications software

7.2.1.2.8. Drivers

7.2.1.2.9. Configurations

7.2.1.3. Plan for maintaining security on a database, network, and individual authorized System user level including maintenance of authorized System user accounts.

7.2.1.4. Upgrades shall be performed on all applications, server and system software to assure they remain in support or are a maximum of one release behind current (N-1).

7.2.1.5. The Contractor shall provide System documentation, including end-user and system administrator documentation.

7.2.1.6. The Contractor shall provide updated procedures and System documentation, as part of the system change request project close-out process, and no less than annually for regular maintenance and operations.

7.2.1.7. The Contractor shall provide an updated Contractor staffing model for the Operations Phase.

7.2.1.8. The Contractor shall publish a System Software Version Release Schedule and provide updates to the Department as requested.

- 7.2.1.9. The Contractor shall establish, maintain, and publish a production maintenance calendar, including a schedule of planned maintenance windows, planned upgrades and release windows.
- 7.2.1.10. The Contractor shall provide secure means for the Department to report problems, questions, or System problems while safely exchanging PHI/PII, as required.
- 7.2.1.11. The Contractor shall develop or update annually and as needed, and submit to the Department for approval, a System Operational Procedures Manual with the proposed format for the System Operational Procedures Manual, which provides guidelines for the operation and use of the System.
- 7.2.1.12. DELIVERABLE: System Operations and Maintenance Plan (DEL O&M 1.1)
- 7.2.1.13. DUE: As defined in the approved Project Schedule
- 7.2.1.14. There shall be a Warranty Period, effective upon implementation of any new enhancement, which shall begin on the day on which the enhancement becomes operational and be in effect for 180 days from when the enhancement becomes operational and the post implementation verification has been completed. The Warranty Period covers the agreed upon functionality, and the Contractor shall be responsible for correcting all Defects that prevent the System from operating according to Department specifications. The Contractor does not necessarily need to correct all Defects during the Warranty Period, but all Defects identified by the Department or Contractor during the Warranty Period shall be corrected by the Contractor, as agreed upon through the Change Management Process, at its expense with no additional cost to the Department. The Contractor shall maintain routine System performance and Fiscal Agent Operations while correcting the Defects.
- 7.2.1.15. The Contractor shall perform ongoing risk mitigation according to risk management plan throughout the operations and maintenance phase.
- 7.2.1.16. The Contractor shall meet or exceed all operations quality standards as described in the final SLAs throughout the life of the contract.
- 7.3. EDI support
 - 7.3.1. The Contractor shall meet the following requirements post implementation of EDI module by another vendor.
 - 7.3.1.1. The Contractor shall continue to receive, process, generate and exchange all existing proprietary files, including continuing to process the proprietary delimited remittance advice file. More file types may be added to the list by the Department by submitting an SCR.
 - 7.3.1.2. The Contractor shall continue to process all real-time transactions via the Provider Web Portal user interface.
 - 7.3.1.3. The Contractor shall accept and process standard XML translated by the EDI Module Contractor from inbound X12 transactions including (270, 837P, 837I, 837D, 276)
 - 7.3.1.3.1. The Contractor shall provide the EDI Module Contractor standard formats and mapping documents to support the EDI Module Contractor translation of inbound X12 transactions. The Contractor shall collaborate with the EDI Module Contractor to agree on the final format.

- 7.3.1.3.2. The Contractor shall assist the EDI Module Contractor with testing their translation of inbound X12 transactions by providing a summary of test results and identifying defects in the files sent by the EDI Module Contractor.
- 7.3.1.4. The Contractor shall generate and send standard XML to the EDI Module Contractor vendor who will create outbound X12 transactions including (271, 834, 820, 835, 277)
- 7.3.1.4.1. The Contractor shall provide the EDI Module Contractor standard formats and mapping documents to support the EDI Module Contractor translation of outbound X12 transactions. The Contractor shall collaborate with the EDI Module Contractor to agree on the final format.
- 7.3.1.4.2. The Contractor shall assist the EDI System Contractor with testing their translation of outbound X12 transactions by providing a summary of test results and identifying defects in the files sent by the EDI Module Contractor.
- 7.3.1.5. The Contractor shall discontinue receipt of X12 batch files via Provider Web Portal upon receipt of a transmittal from the Department defining this requirement and providing a time frame for the work.
- 7.3.1.6. The Contractor shall continue to store and archive EDI files, EDI transactions (including X12, XML or other formats) and interChange EDI processing data records, using same existing methodologies and policies, until the data is no longer received or generated by the Contractor.
- 7.3.1.7. The Contractor shall send all Encounter Response Files to the EDI System Contractor.
- 7.3.1.8. The Contractor shall be able to generate and send error response files to the EDI System Contractor when transactions received by the Contractor are not compliant with approved design specification.
- 7.3.1.9. The Contractor shall be able to receive and process error response files received from the EDI System Contractor when transactions sent by the Contractor are not compliant with approved design specification.
- 7.3.1.10. The Contractor shall correct any issues identified in outbound transactions to the EDI System Contractor, and shall be able to resend any rejected files or transaction to the EDI System Contractor in the time frame agreed to in SLA J5.38.

7.4. Provider Call Center (PCC) Support

- 7.4.1. The Contractor shall meet the following requirements post implementation of PCC module by another vendor.
 - 7.4.1.1. The Contractor shall continue to provide Password reset services to the Provider community. The Contractor will continue to receive an email request from the Provider to request an administrative password reset. The Contractor will follow the Password Reset Process as defined on the Colorado website to administer the change.
 - 7.4.1.2. The Contractor shall service the 1099 request from the Providers. The PCC vendor will create a ticket for the Contractor to service this request. The Contractor will service the 1099 request and inform the PCC vendor accordingly.
 - 7.4.1.3. The Contractor would receive tickets for various inquiries from the PCC vendor, the contractor will be required to service these tickets as defined in the Help Desk Support plan.

7.5. Help Desk Support Plan

- 7.5.1. The Contractor shall develop and maintain a Help Desk Support Plan which addresses, at minimum:
 - 7.5.1.1. Available support services and proposed help desk staffing model that will ensure the Contract performance expectations are met.
 - 7.5.1.2. Approach for managing support based on request response time requirements relative to issue complexity and severity.
 - 7.5.1.3. Approach for leveraging incident and problem management to continuously improve system availability, reliability and user experience.
 - 7.5.1.4. Internal Contractor policies to ensure Protected Health Information (PHI), Personally Identifiable Information (PII) and other Department or client data is only shared with appropriate staff.
 - 7.5.1.5. After-hour contact and problem reporting process.
- 7.5.2. The Contractor shall maintain responsibility to perform defect identification, tracking, and corrections.
- 7.5.3. Contractor shall provide online end user and System Administrative Documentation that includes information on System panels, workflows, data fields, reports, and tables, and that includes tutorials, troubleshooting guides, and is specifically developed for end user.
- 7.5.4. Contractor shall provide a searchable library, with highly flexible search criteria to enable an authorized System user to access needed information in policy manuals, training material, implementation memos, and all necessary help functions.
 - 7.5.4.1. DELIVERABLE: Help Desk Support Plan (DEL O&M 1.2)
 - 7.5.4.2. DUE: As defined in the approved Project Schedule

7.6. O&M Enhancements

- 7.6.1. The Contractor shall manage Enhancements as projects, utilizing a Department approved change management process and SDLC methodology in alignment with the approved PMP deliverable.
- 7.6.2. The Contractor shall document and maintain a list of all proposed Enhancement project ideas for comprehensive tracking, prioritization, and backlog reporting.
- 7.6.3. The Contractor shall provide a monthly report of all open Enhancement projects, which shall include aging reports.
- 7.6.4. The Contractor shall demonstrate operational readiness, prior to implementing the Enhancement project into production. The key steps for Operational Readiness are listed in Section 6.13.
- 7.6.5. Modification Enhancement Hours
 - 7.6.5.1. Contractor shall provide Modification Enhancement Hours to the Department for the purpose and utilization of Integration modifications, changes, and enhancements for Contractor to provide Technical Support Services and Consultative Support Services for Projects.

- 7.6.5.2. At the beginning of each Contract Year, the Parties shall designate categories of staffing and/or skill that the Department may access via Modification Enhancement Hours.
- 7.6.5.3. For Change Requests and enhancements, Contractor shall work with the Department to refine the scope of work during discovery and design, evaluate the Project enhancement, and reprioritize if determined by the Department.
 - 7.6.5.3.1. For any Change Request submitted by the Department, Contractor shall provide its initial change request proposals based on the information provided by the Department for the proposed total hours on type of resources needed to complete the Plans, Documents, Deliverables or Work Components for the Change Request. As part of Contractor’s initial change request proposal, Contractor shall propose a threshold dollar value based on the initial change request proposal, which, if exceeded, would require Department approval for Contractor to continue work and invoice the Department above such threshold.
 - 7.6.5.3.2. Upon approval by the Department of the Contractor’s initial change request proposal, including the threshold above the proposal, Contractor can start the work on the Change Request and can invoice the Department and the Department will pay Contractor based on the hourly rates applicable to the SFY in which the Modification and Enhancement Work is being performed.
 - 7.6.5.3.3. At the end of the Conceptual Design of the Change Request, Contractor will submit a Requirements Traceability Matrix and Conceptual Design Document, and a revised change request proposal for the proposed total hours on type of resources needed to complete the Plans, Documents, Deliverables or Work Components for the Change Request.
 - 7.6.5.3.4. If Contractor determines that it will require more than the dollar threshold above the most recent, approved change request proposal for a Project, including any hours added due to changes in circumstances or additional requirements provided by the Department, then Contractor shall notify the Department of the need for extra hours and provide a description of why additional hours are needed and the amount of such additional hours with a revised proposed amount to complete the work described in the Change Request. The Department will review the request and, if the request due to changes in circumstances or additional requirements provided by the Department, either approve the request or notify Contractor that Contractor is requested to stop further work on the Project and provide the Department with any work in process completed as of the notification from the Department to stop work. If additional hours are needed because of Contractor’s errors in the proposal or another cause solely within Contractor’s or a Subcontractor’s control, then Contractor shall complete the Work in the Change Request, regardless of the hours needed, but may only invoice for the number of hours included in the most recent, Department approved change request proposal.
 - 7.6.5.3.5. Under all circumstances, the Contractor shall invoice the Department at the end of each month in which Modification and Enhancement Work is performed for the preceding month and the Department shall pay Contractor monthly for all hours performed prior to the Department notifying Contractor to stop work on a Project up to the dollar threshold above the most recent, Department approved proposal.

7.7. Training Support Plan

- 7.7.1. The Contractor shall provide feedback, support, and technical information or reference material as reasonably requested and required by the Department to develop, maintain training content, and conduct provider training on an on-going basis. Contractor shall provide the following in support of the Department's provider training curriculum and activities:
 - 7.7.1.1. Support online training via Web Portal functionality.
 - 7.7.1.2. Provide feedback, support, and technical information or reference material as reasonably requested and required by the Department to develop, maintain training content, including any new functionality added and approved in accordance with the SCR project plan. To allow time for training in advance, such training documentation and updates must be provided in advance of web portal training or to content goes live into production.
 - 7.7.1.3. Notwithstanding anything contained herein, the Contractor and/or its subcontractors, shall remain responsible for any training necessary to retain the skills and ensure compliance of Contractor staff.
 - 7.7.1.4. The Contractor shall remain responsible and continue with any training obligations set forth in the Contract (or amendment thereto) to provide training for a specific, standalone module. The Department assumes responsibility for provider training as it pertains to the interChange (including any subsequent modifications or enhancements thereto) and related transactions only.
 - 7.7.1.5. The Contractor shall support and assist with delivery of training-related communications to members and staff.
 - 7.7.1.6. DELIVERABLE: Training Plan (DEL O&M 1.3)
 - 7.7.1.7. DUE: As defined in the approved Project Schedule

7.8. Contract Turnover Plan

- 7.8.1. 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. The Contractor shall perform the turnover tasks at no additional cost to the Department.
 - 7.8.1.1. The Contract Turnover Plan shall include, at a minimum, all of the following:
 - 7.8.1.1.1. Approach to transition.
 - 7.8.1.1.2. Approach for conducting a knowledge transfer from the Contractor to a new contractor selected by the Department.
 - 7.8.1.1.3. Approach to consolidate applicable sections from the Contractor's Contract Turnover Plan into the transition planning activity.
 - 7.8.1.1.4. The identification of an individual to act as the Contractor's closeout coordinator.
 - 7.8.1.1.5. Processes by which the Contractor's closeout coordinator shall complete the following tasks:

- 7.8.1.1.5.1. 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.
- 7.8.1.1.5.2. 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.
- 7.8.1.1.5.3. 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.
- 7.8.1.1.5.4. 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.
- 7.8.1.1.5.5. 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.
- 7.8.1.1.6. The identification of when the information contained in the Contract Turnover Plan will be implemented.
- 7.8.1.1.7. 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.
- 7.8.1.2. The Contractor shall develop a System Requirements Statement at no additional cost that would be required by the Department or another designee to fully take over the Colorado interChange, technical, and business functions outlined in the Contract.
 - 7.8.1.2.1. The Statement shall also include an estimate of the number, type, and salary of personnel required to perform the other functions of the Colorado interChange and Services. The Statement shall be separated by type of activity of the personnel.
 - 7.8.1.2.2. The Statement shall include all facilities and any other resources required to operate Colorado interChange, including, but not limited to:
 - 7.8.1.2.2.1. Telecommunications networks.
 - 7.8.1.2.2.2. Office space.
 - 7.8.1.2.2.3. Hardware.
 - 7.8.1.2.2.4. Software.
 - 7.8.1.2.2.5. Other technology.
- 7.8.1.3. The Statement shall be based on the Contractor's experience in the operation of Colorado interChange and Services and shall include actual Contractor resources devoted to operations activities.
- 7.8.1.4. 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.
- 7.8.1.5. Contract Turnover Plan and activities must be completed prior to Contract termination. Should the Contract Turnover Plan and activities not be 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.

7.8.1.6. DELIVERABLE: Contract Turnover Plan (DEL O&M 1.4)

7.8.1.7. DUE: Annually, no later than 30 days after the end of each State fiscal year

7.9. Provider Communication

7.9.1. The Contractor shall maintain and staff a provider communications function including, but not limited to, remittance advice banners, web banners, web postings, web portal banners, IVR messaging, newsletters, bulletins and email blasts.

7.9.2. The Contractor shall provide Client and provider communications that meet the health literacy levels established by the federal National Institute for Health (NIH) and State guidelines for medical terms and descriptions.

7.9.3. The Contractor shall produce easy-to-understand provider publications that includes system and policy content that also are legally sound and risk-averse, and the Contractor shall follow industry best practices and look for cost effective opportunities to distribute publications.

7.9.4. The Contractor also shall develop and maintain a stylebook for common acronyms, branding and grammatical usage, based on Department input and direction. The Contractor shall have revisions to the stylebook and themes approved by the Department before they are implemented.

7.9.5. The Contractor shall implement the following communication tools

7.9.5.1. Provider Bulletins and newsletters—Provider bulletins and newsletters shall be developed with Department and the Contractor content experts. The Contractor shall define review and approval routing processes to make sure that outgoing Bulletins meet state expectations.

7.9.5.2. Provider Manuals—the Contractor shall apply best practices for publication production by writing and publishing all provider manuals and updates using templates and boilerplate text approved by the Department. By using standard templates, the Contractor shall make sure that the Contractor develops and publish policy and system manuals such as provider enrollment manuals, billing manuals, user documentation and quick guides with a consistent look and feel.

7.9.5.3. Email messaging— Contractor shall send email messages to Providers, including blast emails, targeted emails, or to subscribers as directed by the Department.

7.9.6. The Contractor shall implement Provider subscription options for provider communication delivery.

7.9.7. The Contractor shall collect, maintain, and make available to providers, with Department approval, information that is useful.

7.9.8. The Contractor shall keep a repository of all historical publications and communications in a stored location which is accessible by the Department.

7.9.9. The Contractor is responsible for sending all communication to the contact information stored in the MMIS and the contact information registry on the Department website which connects to the contractor’s mass email marketing solution. The contractor shall also maintain a subscription registry

- 7.9.10. The Contractor is responsible for editing and publishing all content related to the MMIS or other systems and modules that are sent to provider contact list at the direction of the Department. The contractor will coordinate with the Department and other contractors to ensure timely and accurate communications are sent to the distribution lists within the MMIS and the Department's website.
- 7.9.11. The Contractor is responsible for creating, publishing and maintaining all provider facing web postings on the Department's website at the direction of the Department.
- 7.9.12. The Contractor shall comply with all sections of the Americans With Disabilities Act (ADA), Section 508 of the Rehabilitation Act, and the Web Content Accessibility Guidelines WCAG 2.2. for all published provider communication.

8. CONTRACTOR'S MODULAR REQUIREMENTS

- 8.1. The Contractor shall provide adequate resources to meet the following objectives:
 - 8.1.1. Support the Department's goals and objectives for Modularity of the MES as described in this Contract as may be amended.
 - 8.1.2. Act as a Subject Matter Expert for the Business Processes and integrations supporting all of the MES modules by providing technical assistance and resolution, as defined in Exhibit J, SLA J5-40.
 - 8.1.3. Communicate data model changes, data integrity issues, integration or interface modifications, and work with MES module vendors to assess risks, mitigation strategies and implement fixes or workarounds to ensure continued, compliant operation of the MES consistent with the terms of Section 9 ESI.
 - 8.1.4. Attend meetings to provide technical support, and to support enhancements, transmittals, defect resolution, incident management, integration, release management, test management, or problem solving. When notified in advance, Contractor shall have a person in attendance who is authorized to make decisions on behalf of the Contractor, as requested by the Department and/or the MES module vendor.
 - 8.1.5. Support the development of training sessions for the Contractor's solution as requested by the Department.
 - 8.1.6. Attend and participate in additional MES training sessions, as requested by the Department.
 - 8.1.7. The Contractor shall support and respond to Tier II inquiries forwarded via the Call Center ticketing system, any other MES vendor, or the Department staff, via the process agreed to by the Department and the Contractor. The Contractor shall adhere to the Escalation Process that is defined and documented by the Department. Contractor shall provide end to end ownership for resolving Tier II tickets for which the Contractor is responsible.

9. ENTERPRISE SOLUTION INTEGRATION ("ESI") REQUIREMENTS

- 9.1. Data Integration Requirements
 - 9.1.1. The Contractor shall participate and engage with the Department and its ESI Contractor in capturing technical and business requirements to support the module integration. The Department will ensure that its agreements with the ESI Contractor contain non-disclosure and confidentiality obligations restricting the disclosure of Confidential Information that is similar, if not stronger, than the confidentiality requirements in this Contract.

- 9.1.2. The Contractor shall be responsible for providing, developing, managing, and supporting full interoperability APIs, Interface, and Batch processes, including search, business operations, reporting, exchange, backups, views, create, read, update and delete (CRUD) for all data the Module is responsible for.
- 9.1.3. APIs, Interfaces, and Batch processes that do not currently exist in the MES architecture shall be prioritized through the Department's ESI Priority Change Control Board.
- 9.1.4. The Contractor's Solution shall provide, at minimum, all the following data integration functionality:
 - 9.1.4.1. The ability to accept, receive, and process different types of healthcare data files (e.g., Batch, HL7, FHIR, APIs, interfaces). The Department may, at its option, submit a System Change Request (SCR) directing Contractor to create the ability to receive and process HL7, FHIR or other file types not received directly today.
 - 9.1.4.2. The ability to integrate with the Enterprise Solution Integration (ESI) Platform to transmit data between the Medicaid Enterprise Solutions (MES) Modules.
 - 9.1.4.3. The ability to exchange data with the ESI Platform and between the MES Modules via the ESI Platform to improve stability and performance of data and integration exchanges.
 - 9.1.4.3.1. Any changes to existing file exchange types in the MES architecture different from the current solution or new interfaces shall be implemented through a new System Change Request.
- 9.1.5. The Contractor shall support the ESI Contractor with establishing and maintaining an Interface(s), Batch Process, or API(s) in collaboration through the ESI Platform to the designated MES modules to transmit data, as defined by the Department's programmatic policies.
- 9.1.6. The Contractor shall provide API(s), Interface(s), and Batch processes associated for each environment, including non-production environments and production environments.
 - 9.1.6.1. API(s), Interface(s), and Batch processes shall be applicable for API and batch capabilities for all environments.
- 9.2. Integration Design and Development
 - 9.2.1. Contractor shall follow the approved Department's SDLC process in collaboration with the ESI Contractor
 - 9.2.2. The Contractor shall participate and engage in all data, integration and governance meetings to support the completion of the Vendor Solution Integration Plan (VSIP) form.
 - 9.2.2.1. The VSIP is a planning document to be used by the Contractor and the ESI Contractor to collect requirements and design specifications from MES module Contractors about their data interface requirements, data dictionary, data model, data mapping, data conversion, and security. Requirements for the VSIP will not include Contractor's proprietary or Confidential Information.
 - 9.2.2.2. The Contractor's Solution shall have the capability to process data integrations in accordance with ESI best practice and standards, as defined by the Department and the ESI Contractor. Any new functionality required to meet this shall be developed pursuant to an SCR provided by the Department.

- 9.2.3. Contractor shall participate in the development, management, and support the integration and batch processes, as agreed upon in the VSIP form..
- 9.2.4. The Contractor shall follow all processes for the integration aspects of the SDLC including actively working with the ESI Contractor to track all requirements, design and development, testing (including end to end testing) and executions of scenarios and regression testing activities and trace all activities to the ESI RTM for completeness.
- 9.2.5. The Contractor shall provide a Service Catalog of APIs, Interfaces, and Batch Processes to the ESI Contractor and the Department via a shared repository.
 - 9.2.5.1. DELIVERABLE: API Service Catalog (DEL ESI 1.1)
 - 9.2.5.2. DUE: Not later than 30 Business Days of the Contract Effective date
- 9.2.6. The Contractor shall publish, enable, and maintain approved APIs, Interfaces, and Batch process to the ESI platform.
- 9.2.7. The Contractor shall public new approved APIs, Interfaces, and Batch processes to the service catalog, as jointly agreed to in the Project Schedule.
- 9.2.8. The Contractor shall participate in meeting(s) with the ESI Contractor and the Department during the planning phase and ongoing operations of the project. The Contractor shall collaborate in ensuring any new or updated Batch processes, Interface file(s), and API(s) development align development align with the ESI Governance standards.
- 9.2.9. The Contractor shall provide at a minimum but not limited to, the following:
 - 9.2.9.1. Data Management Plan
 - 9.2.9.2. Data Mapping and Approach
 - 9.2.9.3. Integration Data Dictionaries
 - 9.2.9.4. Data Conversion and Approach with the Incumbent Module Vendor
 - 9.2.9.5. Data Conversion and Approach with the ESI Integration Platform
 - 9.2.9.6. Data Integration Testing and Approach
 - 9.2.9.7. Integration Approach
 - 9.2.9.8. Integration Testing approach
 - 9.2.9.8.1. DELIVERABLE: Data Management Plan (DEL ESI 1.2)
 - 9.2.9.8.2. DUE DATE: As defined in the approved Project Schedule
- 9.2.10. The Contractor shall update the information identified in the VSIP form to reflect any changes made by the Contractor in projects that occur after the execution of this Contract that impact the Interface, Batch process or API(s) for the Department and ESI Contractor to review and approve.
- 9.2.11. Interface Control Documents (ICD)
 - 9.2.11.1. The Contractor shall develop an ICD with the ESI Contractor for every data integration project that will be implemented using the ICD format as provided by the ESI Contractor, defined in the Data Integration Service Design and Plan.
 - 9.2.11.2. The ICD shall not include Contractor's proprietary or Confidential Information.

- 9.2.11.3. At a minimum, each ICD shall include all the following and such information as may be deemed necessary by the Department.
 - 9.2.11.3.1. Naming Convention and purpose of the Interface file(s).
 - 9.2.11.3.2. Mapping and file layouts, including size, source system, target system and frequency..
 - 9.2.11.3.3. The definition and description of the type of health care data exchange transactions.
 - 9.2.11.3.4. Source and Target contact information.
 - 9.2.11.3.5. Health Care Formatting, including FHIR, HL7, batch, and data and integration valid values.
 - 9.2.11.3.6. Data dictionary related to the Integration format.
 - 9.2.11.3.7. A description of integration triggers that initiate the data flow for the integration communication.
 - 9.2.11.3.8. The schedule implementation for the API's, Interfaces, or Batch processes or data integration contained in the ICD.
- 9.2.11.4. The Contractor shall attend and participate in all ICD workgroups or meetings, as directed by the Department and ESI Contractor at a mutually agreed date/time. Such participation may be virtual.
- 9.2.11.5. The Contractor shall update the ICD to reflect any changes made by the Contractor to the Interface, Batch process or API for the Department and ESI Contractor review and approval.
- 9.2.11.6. An ICD updated shall be provided for design approval, architectural review approval and governance approval prior to the release of the identified change consistent with the Project Schedule.
- 9.2.11.7. The Contractor shall maintain ICD document(s), including any and all Updated ICD(s), to the Department via a shared repository.

9.3. Data Integration Testing

- 9.3.1. The Contractor shall develop Data Integration Test Cases and data sets and submit to the Department and the ESI Contractor for prior approval before the testing phase begins. Approval shall be provided before the Contractor begins work. Contractor may re-use Test Cases and data sets with the approval of the Department and ESI Contractor.
- 9.3.2. The Contractor shall perform Data Integration Testing of the Contractor's Solution, as required by the Department or the ESI Contractor. The ESI Contractor and the Department will provide their testing requirements prior to the commencement of the testing phase of a project. The Contractor shall provide documentation and test results for all testing phases, in accordance with the CMS Testing Framework.
- 9.3.3. The Contractor shall be responsible for establishing, curating, and resetting any test data in the non-production environments, subject to the terms of this Contract.
- 9.3.4. The Contractor shall be responsible to refresh test data to meet the technical and business needs of a project. The test environment shall be refreshed no less often than annually.
- 9.3.5. To ensure module data passes all testing processes performed before, during, and after implementation, the Contractor shall provide Data Integration Testing Support for Defect

Resolution of the Contractor's Solution or the Contractor's portion of a solution if multiple Contractors are involved, which includes but is not limited to:

- 9.3.5.1. Pre-production data submissions,
- 9.3.5.2. Implementing defect fixes,
- 9.3.5.3. Data model updates,
- 9.3.5.4. Data corrections
- 9.3.6. Integration Implementation and Monitoring
- 9.3.7. Contractor shall maintain an inventory of all their APIs, Interfaces and Batch files, and implement a notification and communications process for any updates, changes, new versions, errors, and outages.
- 9.3.8. After implementation of an integration, Contractor shall work with the ESI Contractor and the Department to identify and resolve data quality and integration quality issues. The Department will monitor the consistency, quality, and overall health of the data that Contractor exchanges with the ESI Platform. The Contractor shall provide written analysis, as requested by the Department.
- 9.4. Enterprise Governance
 - 9.4.1. The Contractor shall adhere to the Department's MES Governance Plan that is managed by the Department's ESI Contractor.
 - 9.4.2. The Contractor shall attend, adhere to, and provide verbal and written input to the MES Governance boards and councils, as requested by the Department.
 - 9.4.3. The Contractor shall present all changes and enhancements to the appropriate Governance board or council for approval.
 - 9.4.4. The Contractor shall respond to data integration Production Issues, and shall implement any required changes in the timeframe as defined in Exhibit J, SLA J-38, or as mutually agreed to by affected MES Module Contractors, and approved by the Department.
- 9.5. Schedule Management
 - 9.5.1. The Contractor shall work with the Department and ESI Contractor to incorporate Solution's data integration schedule into the Integrated Master Schedule (IMS), which shall include, at a minimum, all tasks, dependencies, resources, and planned hours.
 - 9.5.2. The Contractor shall work in conjunction with the baselined schedule without delay.
 - 9.5.3. The Contractor shall provide written notification to the Department and ESI Contractor per the approved Communication Management Plan.
 - 9.5.4. The Contractor shall attend the schedule development and ongoing schedule monitoring meetings regarding the Solution's data integration with the ESI Platform.
 - 9.5.5. The Contractor shall provide written input on tasks, resources, and changes at least three days prior to the ongoing schedule monitoring meetings.
- 9.6. Data Management
 - 9.6.1. The Contractor shall be responsible for managing data created by the Contractor for the Contractor's Solution, as defined by the ESI Data Governance Council.

- 9.6.2. The Contractor shall be responsible for performing any transformation of data created by the Contractor to ensure that any data provided from the module to the ESI Platform is compliant with the ESI data model, subject to any data model exceptions that have been approved in writing by the Data Governance Board.
- 9.6.3. The Contractor shall be responsible for submitting ESI-Compliant Data that is stored or generated within the Contractor's Solution as specified by the Department.
- 9.6.4. The Contractor shall be responsible for performing defect identification and data cleansing activities for all data the Contractor has created prior to submission to the ESI Platform. Such defect identification and data cleansing shall be performed in accordance with guidance documents / processes provided by the Data Governance Board.
- 9.6.5. The Contractor shall work with other MES Module Contractors, the Department, and the ESI Contractor to transmit and covert data from the Legacy System to the new Module System.
- 9.6.6. The Contractor shall perform the data cleansing, data mapping and transformation requirements outlined above to generate clean, ESI-compliant data for submission to the ESI Contractor. After the execution of this contract, the Department and ESI Contractor shall submit the Data Quality Management Plan to the Contractor through the current SCR for ESI VSIP process for data cleansing, data conversion, data mapping, transformations, requirements, design and development and testing.

10. SYSTEM SECURITY PLAN

- 10.1. The Contractor shall develop a System Security Plan.
 - 10.1.1. At a minimum, the System Security Plan shall include all of the following:
 - 10.1.1.1. Mission Objectives.
 - 10.1.1.2. Mission Statement.
 - 10.1.1.3. Concept of Operations.
 - 10.1.1.4. Roles and Responsibilities.
 - 10.1.1.5. Information Technology Environment.
 - 10.1.1.6. Network Environment, Enclaves, and Perimeters.
 - 10.1.1.7. Major Applications and Systems.
 - 10.1.1.8. General Support Systems.
 - 10.1.1.9. Risk Management.
 - 10.1.1.9.1. Risk Management Methodology.
 - 10.1.1.9.2. Risk Assessment Responsibilities.
 - 10.1.1.9.3. Risk Assessment Frequency.
 - 10.1.1.9.4. Project Life Cycle.
 - 10.1.1.9.5. Vendor Management.
 - 10.1.1.10. Security Program.
 - 10.1.1.10.1. Network and Security Operations Standards.
 - 10.1.1.10.2. System and Application Security Standards.

- 10.1.1.10.3. Access Controls.
- 10.1.1.10.4. Change Control and Configuration Management.
- 10.1.1.10.5. Physical Security.
- 10.1.1.10.6. Data Handling and Disposal.
- 10.1.1.10.7. Personnel Security.
- 10.1.1.10.8. Acceptable Use.
- 10.1.1.10.9. Online Privacy.
- 10.1.1.11. Incident Warning, Advisory, and Response.
 - 10.1.1.11.1. Evaluating Information Security Warnings and Advisories.
 - 10.1.1.11.2. Information Security Incident Response Plan Summary.
- 10.1.1.12. The Contractor shall apply software emergency patches within the timeframe identified and approved in the System Security Plan.
 - 10.1.1.12.1. The Contractor shall provide written notification to the Department and affected MES Vendors regarding all software emergency patches.
 - 10.1.1.12.2. The software emergency patch notification shall identify the nature of the software emergency patch that must be applied and the process the Contractor and any MES Vendor, if applicable, shall use to implement the software emergency patch.
- 10.1.1.13. Security Awareness and Training.
 - 10.1.1.13.1. Security Awareness and Training Methodology.
 - 10.1.1.13.2. Security Awareness and Training Frequency.
 - 10.1.1.13.3. Security Awareness and Training Content Updates.
 - 10.1.1.13.4. Self-Assessment.
 - 10.1.1.13.5. Metrics and Reporting.
 - 10.1.1.13.6. Plan Approval and Maintenance.
- 10.1.1.14. The identification of Contractor's processes and policies related to the oversight, assessment, planning, implementation, and compliance with all privacy and security standards and practices implemented by federal, State, or Contractor to the extent the privacy and security standards and practices do not conflict.
- 10.1.1.15. Contractor shall work with the Department and its MES Vendors in developing coordinated processes and policies to monitor for vulnerabilities and will incorporate these into Contractor's System Security Plan. The identification of Contractor's processes and policies related to the coordination of efforts with MES Vendors to monitor for vulnerabilities.
- 10.1.1.16. The identification of Contractor's processes and policies related to assuring that all penetration testing meets approved security requirements.
- 10.1.1.17. The identification of Contractor's processes and policies related to maintaining core capabilities that comply with all federal and State security criteria as set forth by OIT and the U.S Department of Health and Human Services Office for Civil Rights.

- 10.1.1.18. The identification of when the information contained in the System Security Plan will be implemented.
- 10.1.1.19. Contractor shall deliver the System Security Plan to the Department for review and approval. Contractor shall not execute activities within the System Security Plan prior to the Department’s approval of that plan.
 - 10.1.1.19.1. DELIVERABLE: System Security Plan (DEL SC 1.1)
 - 10.1.1.19.2. DUE: As defined in the approved Project Schedule
- 10.1.1.20. Contractor shall implement or otherwise perform all tasks, obligations, and responsibilities set forth in the System Security Plan in conformity with the plan after obtaining the Department’s approval of that plan.
- 10.1.1.21. Contractor shall implement the System Security Plan as defined in the Department-approved plan.
- 10.1.1.22. Contractor shall review, update, and submit a Revised System Security Plan for Department review and approval at least annually and before any implementation. Contractor’s annual review shall include an estimate and plan to update the ESI Integration Platform to achieve compliance with new regulations, if applicable. If no changes have occurred, Contractor shall provide a summary report that indicates no changes have occurred.
- 10.1.1.23. If any change is made to the System Security Plan at any time during the year, Contractor shall submit a Revised System Security Plan to the Department for review and approval prior to implementation of the Revised System Security Plan.
 - 10.1.1.23.1. DELIVERABLE: Revised System Security Plan (DEL SC 1.1)
 - 10.1.1.23.2. DUE: As defined in the approved Project Schedule
 - 10.1.1.23.3. Contractor shall implement or otherwise perform all tasks, obligations, and responsibilities set forth in all Revised System Security Plan(s) in conformity with the plan after obtaining the Department’s approval of that plan.

11. INDEPENDENT AUDITOR

- 11.1. 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.
 - 11.1.1. The Parties shall review the scope of SOC 1, Type II audits, and the Department shall approve determine which provisions of the scope of the SOC 1, Type II audit shall be performed or excluded at least sixty (60) days prior to commencement of review activities by the independent auditor.
 - 11.1.1.1. 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.
 - 11.1.1.2. 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:

- 11.1.1.2.1. 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.
- 11.1.1.2.2. Identification of all appropriate database internal controls impacting financial reporting.
- 11.1.1.2.3. Testing of identified database internal controls for effectiveness.
- 11.1.1.2.4. Guidelines Contactor and the independent auditor will follow in communicating audit-related opinions to the Department.
- 11.1.2. The Contractor shall submit the SOC 1, Type II audit reports to the Department along with the following supplemental documentation:
 - 11.1.2.1. The Contractor’s responses to the independent auditor’s findings.
 - 11.1.2.1.1. 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.
 - 11.1.2.2. 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.
 - 11.1.2.3. 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.
 - 11.1.2.3.1. 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.
 - 11.1.2.3.2. 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.
 - 11.1.2.3.2.1. DELIVERABLE: SOC 1, Type II Report (DEL SC 1.2)
 - 11.1.2.3.2.2. DUE: September 1 of each year of the Contract
 - 11.1.2.3.2.3. 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. (DEL SC 1.3)
 - 11.1.2.3.2.4. DUE: As defined in the approved Project Schedule
- 11.2. Third-Party Privacy/Security Audits/Assessments
 - 11.2.1. The Contractor shall pay for a third-party to perform an annual audit or assessment of the Contractor’s privacy/security control environment.
 - 11.2.1.1. Recommended third-party audits/assessments in order of preference are:
 - 11.2.1.1.1. HITRUST Risk-Based, 2-Year (r2) Validated Assessment + Certification.

- 11.2.1.1.2. SOC 2 Type II Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy.
- 11.2.1.1.3. HITRUST Implemented, 1-Year (i1) Validated Assessment + Certification.
- 11.2.1.1.4. In the absence of one of the recommended audit/assessment types, Contractor may propose an equivalent audit/assessment for Department approval.
- 11.2.2. Contractor shall submit the audit/assessment report to the Department along with the following supplemental documentation:
- 11.2.3. A corrective action plan (CAP), plan of action & milestones (POA&M), or other similar document detailing how the Contractor will address and resolve all findings in the audit/assessment report and the timeline for addressing each finding. The action plan shall be subject to Department review and approval.
- 11.2.4. DELIVERABLE: Audit/Assessment Report (DEL SC 1.4)
- 11.2.5. DUE: Annually no later than September 1st each year
- 11.2.6. DELIVERABLE: Corrective Action Plan (CAP), plan of action & milestones (POA&M), or other similar document detailing how the Contractor will address and resolve all findings in the audit/assessment report and the timeline for addressing each finding. (DEL SC 1.5)
- 11.2.7. DUE: As defined in the Resolution Document

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

12.1. Certification Management Plan

- 12.1.1. Contractor shall develop a CMS Certification Management Plan.
- 12.1.2. Contractor shall use the CMS Streamlined Modular Certification (SMC) methodology for developing the CMS Certification Management Plan.
- 12.1.3. The Certification Management Plan shall include, at a minimum, all of the following:
 - 12.1.3.1. An outline of the methodology, tools, timeline, and resources required to manage the CMS Certification process for Contractor’s Technology Solution.
 - 12.1.3.2. A plan to ensure compliance to established CMS Certification protocols defined by the EPMO Center of Excellence (CoE).
 - 12.1.3.3. A plan to attend all Certification-related meetings, as defined by the Department and communicated to the Contractor.
 - 12.1.3.4. A plan to incorporate certification functions of the ESI Contractor.
 - 12.1.3.5. A plan to collaborate with the ESI Contractor for operational readiness activities, the Operational Readiness Review (ORR), and the final Certification Review (CR) for Solutions that integrate with the Integration Platform.
 - 12.1.3.6. A plan to produce all Certification documentation, as defined by the Department and CMS and communicated to the Contractor.
 - 12.1.3.7. A plan to facilitate a live production demonstration of Contractor’s Solution during required CMS Certification review meetings.

- 12.1.3.8. A plan to achieve CMS Certification of Contractor’s Solution backdated to the Go-Live Date.
- 12.1.3.9. Contractor shall provide Contract-related documentation in compliance with CMS requirements and guidance.
- 12.1.4. DELIVERABLE: CMS Certification Management Plan (DEL CMS 1.1)
- 12.1.5. DUE: As defined in the approved Project Schedule
- 12.2. CMS Certification Support
 - 12.2.1. The Contractor shall provide a Solution that is compliant with CMS Conditions for Enhanced Funding (CEF) and CMS Standards and Conditions for the life of the Contract.
 - 12.2.2. The Contractor shall ensure the Solution meets CMS Certification approval for the maximum allowable FFP and achieve CMS Certification backdating to the operational effective date.
 - 12.2.3. The Contractor shall work with the EP MO to support existing Department standards and processes in support of CMS Certification activities for the Solution. The Contractor’s support shall include, but not be limited to, all of the following:
 - 12.2.3.1. Provide evidence, metrics, and supporting narrative description for CMS-required outcomes and State-Specific outcomes, as defined in the approved APD and as requested by the Department.
 - 12.2.3.2. Provide data, reports, and performance information, pursuant to 42 C.F.R. §§ 433.112(b)(15) and 433.116(b), (c), and (i), as applicable, for the Solution.
 - 12.2.3.3. Provide approved design documentation.
 - 12.2.3.4. Provide a complete list of interfaces impacted by the scope of the Solution and provide approved interface and API design documentation.
 - 12.2.3.5. Provide approved human-readable business rules.
 - 12.2.3.6. Provide approved test results documentation from all environments.
 - 12.2.3.7. Provide approved organizational change management and stakeholder communications management plans and related measurable results. (e.g., managing stakeholders and end-user communication tools, training, help desk metrics, use of stakeholder survey feedback).
 - 12.2.3.8. Provide 508/ADA Test Results, which shall include documentation of compliance to contractual accessibility standards.
 - 12.2.3.9. Provide SLA Agreements and monthly measurable performance to SLAs.
 - 12.2.3.10. Provide Concept of Operations documentation for the Solution.
 - 12.2.3.11. Provide the approved Disaster Recovery Plan for the ORR.
 - 12.2.3.12. Provide Disaster Recovery Results for the Final Certification Review.
 - 12.2.3.13. Provide Monthly Status Reports, including indicators of Project Health, including but not limited to:
 - 12.2.3.13.1. Project or Product Roadmap
 - 12.2.3.13.2. Progress Tracking

- 12.2.3.13.3. User Feedback
- 12.2.3.13.4. Defect and Risk List
- 12.2.3.13.5. Product Demonstration
- 12.2.3.13.6. Testing Process, aligned with the CMS Testing Guidance Framework
- 12.2.3.14. Provide approved Master Test Plan and Testing Results Summary from all testing environments.
- 12.2.3.15. Provide approved Deployment or Implementation Plan.
- 12.2.3.16. Provide a complete list of Defects from all testing environments, including information about the operational impacts.
- 12.2.3.17. Provide a complete list of project Risks, including severity levels and mitigation and resolution plans.
- 12.2.3.18. Provide Third Party Independent Security and Privacy Assessment Report. The Third-Party audit should include, but need not be limited to the following:
 - 12.2.3.18.1.1. Penetration testing, including test results, vulnerability scans, and POA&M findings.
 - 12.2.3.18.1.2. Review of all HIPAA compliance areas: user authentication; information disclosure; audit trail; data transfers; and information on correct data use (role-based testing of use).
 - 12.2.3.18.1.3. Cover adequate audit trails and logs (ID, access level, action performed, etc.).
 - 12.2.3.18.1.4. Cover encryption of data at rest, in audit logs, and in transit between workstations and mobile devices (where applicable), to external locations and to offline storage.
- 12.2.3.19. Provide approved operating documentation and end-user documentation.
- 12.2.3.20. Participate in CMS Certification planning meetings and practice dry runs with the Department.
- 12.2.3.21. Participate in CMS Certification review meetings with the Department and CMS.
- 12.2.3.22. Facilitate live demonstrations of system functionality, as requested by the Department or CMS to support CMS Certification review meetings.
- 12.2.3.23. Participate in a lessons learned review with the EPMO after the CMS Certification project is completed.
- 12.2.3.24. Provide a CMS Certification Lead resource to support all required activities in coordination with the Department's EPMO.
- 12.2.3.25. In support of OAPD processes, provide ongoing certification support during O&M by reporting on operational performance outcomes and metrics on a quarterly and annual basis.
- 12.2.4. DELIVERABLE: CMS Certification Support Plan (DEL CMS 1.2)
- 12.2.5. DUE: As defined in the approved Project Schedule
- 12.2.6. DELIVERABLE: CMS Required Outcomes and State-Specific Outcomes Metrics Performance Report (DEL CMS 1.3)

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

13. SERVICE LEVEL AGREEMENTS (SLA)

- 13.1. The SLA’s related to this Contract are listed in Exhibit J (J.5 SLA Base Core, J.6 SLA Claims Editing Solution, J.8 SLA TPL J.9 SLA Interoperability).
- 13.2. As mentioned in the SLA attachment, some of the SLA’s may have a Quality Maintenance Payment (QMP) attached to the SLA. The QMP dollar amount by SLA is listed in Exhibit C.
- 13.3. If the Contractor encounters an incident pertaining to an SLA/QMP metric that they believe is beyond their control, they may submit a waiver to the Department within three (3) business days after the month's end. The Department will evaluate the waiver and deliver a decision within ten (10) business days after receipt of the waiver.
- 13.4. The Contractor shall report on QMP progress monthly as part of the DEL CM 1.2 Monthly Contract Management Report. Once per month, Contractor shall consolidate into a single report the performance for each QMP that may be earned for that month with the understanding that all SLAs subject to a QMP are measured, calculated and paid monthly.
- 13.5. The following four results categories that will be used in the DEL CM 1.2 Monthly Contract Management Report:
 - 13.5.1. Met—The criteria for this standard or component were met for the reporting period and deemed Billable/Pass.
 - 13.5.2. Not Met—The criteria for this standard or component were not met for the reporting period and deemed Not Billable/Fail.
 - 13.5.3. N/A—This standard or component was not relevant for the reporting period and, therefore, was not measured. These items are deemed Billable.
 - 13.5.4. Waiver Requested—The Department has been asked to waive the application for this standard or component during the reporting period because of extenuating circumstances and is requested to be deemed Billable.
 - 13.5.5. The SLA results for the total monthly measurement period shall be used to judge the Met or Not Met category for the QMP calculations.
- 13.6. In addition to the findings for QMP-related performance standards, Contractor shall provide necessary data, information, or access for the Department to verify the information provided in the DEL CM 1.2 Monthly Contract Management Report.
- 13.7. If Contractor and State disagree over whether Contractor’s performance met the required SLA, whether the associated QMP is required to be paid, or any other disagreements related to this section, it can be considered a dispute under this Contract.

14. DELIVERABLE LIST

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

DELIVERABLES	DATE DUE TO THE DEPARTMENT
DEL PM 1.1 Deliverable Expectation Document (DED)	As defined in the approved Project Schedule
DEL PM 1.2 Master Project Management Plan	Within 30 Business Days of the Contract Execution Date

DELIVERABLES	DATE DUE TO THE DEPARTMENT
DEL PM 1.3 Project Schedule	Within 30 Business Days of the Contract Execution Date
DEL PM 1.4 OCM Plan	As defined in the approved Project Schedule
DEL PM 1.5 Business Continuity and Disaster Recovery Plan	As defined in the approved Project Schedule
DEL PM 1.6 RTM	As defined in the approved Project Schedule
DEL PM 1.7 Joint Operating Agreement Plan	As defined in the approved Project Schedule
DEL CM 1.1 Weekly Project Status Report	Every week on Friday by 5:00 PM MST
DEL CM 1.2 Monthly Contract Management Report	No later than 15 Business Days after the end of each calendar month
DEL CM 1.3 Business Process Improvement Plan	As defined in the approved Project Schedule
DEL CM 1.3 Updated Business Process Improvement Plan	Annually, no later than 30 Business Days after the end of each calendar year
DEL TR 1.1 Transition Plan	As defined in the approved Project Schedule
DEL TR 1.2.1 Functional Requirements Specification document for the CSM solution	As defined in the approved Project Schedule
DEL TR 1.2.2 Requirements Traceability Matrix for the CSM solution	As defined in the approved Project Schedule
DEL TR 1.2.3 Conceptual Design Document for the CSM solution	As defined in the approved Project Schedule
DEL TR 1.2.4 UAT for the CSM solution	As defined in the approved Project Schedule
DEL TR 1.2.5 Training for the CSM solution	As defined in the approved Project Schedule
DEL TR 1.2.6 User Documentation for the CSM solution	As defined in the approved Project Schedule
DEL TR 1.2.7 Production ready CSM solution	As defined in the approved Project Schedule
DEL TR 1.3.1 Functional Requirements Specification document for the Advanced Analytics solution	As defined in the approved Project Schedule
DEL TR 1.3.2 Requirements Traceability Matrix for the Advanced Analytics solution	As defined in the approved Project Schedule
DEL TR 1.3.3 Conceptual Design Document for the Advanced Analytics solution	As defined in the approved Project Schedule
DEL TR 1.3.4 UAT for the Advanced Analytics	As defined in the approved Project Schedule
DEL TR 1.3.5 Training for the Advanced Analytics solution	As defined in the approved Project Schedule
DEL TR 1.3.6 User Documentation for the Advanced Analytics solution	As defined in the approved Project Schedule
DEL TR 1.3.7 Production ready Advanced Analytics solution	As defined in the approved Project Schedule
DEL TR 1.4.1 Project Charter for the Enterprise Architecture Tool	As defined in the approved Project Schedule
DEL TR 1.4.2 Production ready Enterprise Architecture Tool	As defined in the approved Project Schedule
DEL TR 1.5.1 Functional Requirements Specifications for the ALM tool enhancements	As defined in the approved Project Schedule
DEL TR 1.5.2: Production ready ALM tool	As defined in the approved Project Schedule
DEL TR 1.6.1 Functional Requirements Specification document for the BRE Viewer solution	As defined in the approved Project Schedule
DEL TR 1.6.2 Requirements Traceability Matrix for the BRE Viewer solution	As defined in the approved Project Schedule

DELIVERABLES	DATE DUE TO THE DEPARTMENT
DEL TR 1.6.3 Conceptual Design Document for the BRE Viewer solution	As defined in the approved Project Schedule
DEL TR 1.6.4 UAT for the BRE Viewer solution	As defined in the approved Project Schedule
DEL TR 1.6.5 Training for the BRE Viewer solution	As defined in the approved Project Schedule
DEL TR 1.6.6 User Documentation for the BRE Viewer solution	As defined in the approved Project Schedule
DEL TR 1.6.7 Production ready BRE Viewer solution	As defined in the approved Project Schedule
DEL TR 1.7.1 Functional Requirements Specification document for the Audit Viewer solution	As defined in the approved Project Schedule
DEL TR 1.7.2 Requirements Traceability Matrix for the Audit Viewer solution	As defined in the approved Project Schedule
DEL TR 1.7.3 Conceptual Design Document for the Audit Viewer Solution	As defined in the approved Project Schedule
DEL TR 1.7.4 UAT for the Audit Viewer solution	As defined in the approved Project Schedule
DEL TR 1.7.5 Training for the Audit Viewer solution	As defined in the approved Project Schedule
DEL TR 1.7.6 User Documentation for the Audit Viewer solution	As defined in the approved Project Schedule
DEL TR 1.7.7 Production ready Audit Viewer solution	As defined in the approved Project Schedule
DEL TR 1.8.1 Functional Requirements Specification document for the e-Signature solution	As defined in the approved Project Schedule
DEL TR 1.8.2 Requirements Traceability Matrix for the e-Signature solution	As defined in the approved Project Schedule
DEL TR 1.8.3 Conceptual Design Document for the e-Signature solution	As defined in the approved Project Schedule
DEL TR 1.8.4 UAT for the e-Signature solution	As defined in the approved Project Schedule
DEL TR 1.8.5 Training for the e-Signature solution	As defined in the approved Project Schedule
DEL TR 1.8.6 User Documentation for the e-Signature solution	As defined in the approved Project Schedule
DEL TR 1.8.7 Production ready e-Signature solution	As defined in the approved Project Schedule
DEL TR 1.9.1 Production Ready Application Intelligence Tool	As defined in the approved Project Schedule
DEL TR 1.10.1 Functional Requirements Specification for the Pre-Production environment	As defined in the approved Project Schedule
DEL TR 1.10.2 Requirements Traceability Matrix for the Pre-Production environment	As defined in the approved Project Schedule
DEL TR 1.10.3 Conceptual Design Document for the Pre-Production environment	As defined in the approved Project Schedule
DEL TR 1.10.4 UAT for the Pre-Production environment	As defined in the approved Project Schedule
DEL TR 1.10.5 Training for the Pre-Production environment	As defined in the approved Project Schedule
DEL TR 1.10.6 User Documentation for the Pre-Production environment	As defined in the approved Project Schedule
DEL TR 1.10.7 Production ready Pre-Production environment	As defined in the approved Project Schedule

DELIVERABLES	DATE DUE TO THE DEPARTMENT
DEL TR 1.11.1 Project Charter for the De-identification tool	As defined in the approved Project Schedule
DEL TR 1.11.2 Functional Requirements Specification Document for the De-identification tool	As defined in the approved Project Schedule
DEL TR 1.11.3 Production ready De-identification tool	As defined in the approved Project Schedule
DEL TS 1.1 MMIS Test Plan	As defined in the approved Project Schedule
DEL TS 1.2 Operational Readiness Assessment Document	As defined in the approved Project Schedule
DEL O&M 1.1 System Operations and Maintenance Plan	As defined in the approved Project Schedule
DEL O&M 1.2 Help Desk Support Plan	As defined in the approved Project Schedule
DEL O&M 1.3 Training Plan	As defined in the approved Project Schedule
DEL O&M 1.4 Contract Turnover Plan	Annually, no later than 30 days after the end of each State Fiscal Year
DEL ESI 1.1 API Service Catalog	Not later than 30 Business Days of the Contract Effective Date
DEL ESI 1.2 Data Management Plan	As defined in the approved Project Schedule
DEL SC 1.1 System Security Plan	As defined in the approved Project Schedule
DEL SC 1.1 Revised System Security Plan	As defined in the approved Project Schedule
DEL SC 1.2 SOC 1, Type II Report	September 1 of each year of the Contract
DEL SC 1.3 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.	As defined in the approved Project Schedule
DEL SC 1.4 Audit/Assessment Report	As defined in the approved Project Schedule
DEL SC 1.5 Corrective action plan (CAP), plan of action & milestones (POA&M), or other similar document detailing how the Contractor will address and resolve all findings in the audit/assessment report and the timeline for addressing each finding.	As defined in the Resolution Document
DEL CMS 1.1 CMS Certification Management Plan	As defined in the approved Project Schedule
DEL CMS 1.2 CMS Certification Support Plan	As defined in the approved Project Schedule
DEL CMS 1.3 CMS Required Outcomes and State-Specific Outcomes Metrics Performance Report	Quarterly; No later than 15 (fifteen) Business Days after the end of each quarter and Annually; June 30th each year

15. MODULAR SPECIFIC REQUIREMENTS

15.1. Claims Editing Solution Maintenance and Operations

- 15.1.1. The Contractor shall maintain the CO ClaimsXten Select tool as a COTS claim editing rules engine integrated into the MMIS interChange (iC), designed to automate and increase accuracy of claims processing for certain claim types.
- 15.1.2. The Contractor shall maintain all existing integration and technical functionality between the Claims Editing Solution tool and iC for claims processing purposes and shall not knowingly cause any disruption in service or performance.
- 15.1.3. The Contractor shall maintain all operational support for the Claims Editing Solution tool and shall not knowingly cause any disruption in service or performance.
- 15.1.4. The Contractor shall perform analysis of all proposed quarterly release updates to confirm there are no negative impacts in services or performance.
 - 15.1.4.1. The Contractor shall deliver a Written Evaluation of Impacts of current rules and edit configuration, for Department review and approval, to evaluate impacts for each proposed quarterly release.
 - 15.1.4.1.1. WORK COMPONENT: Written Evaluation of Impacts
 - 15.1.4.1.2. DUE DATE: Quarterly, as defined in the Quarterly Release Schedule
- 15.1.5. The Contractor shall maintain support for all implemented business rule configurations, referred to as Theme Packs, within the Claims Editing Solution tool.
 - 15.1.5.1. The Contractor shall maintain and continuously update Theme Packs that are based on a library of clinical guidelines from sources such as the American Medical Association, CMS, and various medical specialty societies, to support the Claims Editing Solution tool.
 - 15.1.5.2. The Contractor shall maintain licensing for all Theme Packs that are implemented and in operational use.
- 15.1.6. The Contractor shall provide trained resources to support existing Transmittal processes and communication relating to the maintenance of the Claims Editing Solution tool.
- 15.1.7. The Contractor shall provide direct support for Provider questions and inquiries related to the Claims Editing Solution tool.
- 15.1.8. The Contractor shall support and respond to Tier II inquiries forwarded by the Call Center, any other MES vendor staff or the Department staff. The Contractor shall document and provide an escalation process for the Provider Call Center regarding the Claims Editing Solution tool.
- 15.1.9. The Contractor shall provide and maintain existing functionality for the Claims Editing Solution monthly savings reports to Department approved users.
 - 15.1.9.1. The Contractor shall provide and maintain credentialing support related to the Claims Editing Solution dashboard reporting tool.
 - 15.1.9.2. Hosting
 - 15.1.9.3. The Contractor shall provide the Department with a list of all scheduled downtime and scheduled maintenance for each calendar year by January 31 of the calendar year. Dates may be adjusted to perform routine or emergency maintenance, with the Department's prior approval. The contractor shall provide at least 48 hours' notice when it is necessary

to make these adjustments unless the Parties mutually agree to downtime occurring with less notice.

- 15.1.9.3.1. WORK COMPONENT: Claims Editing Solution Scheduled Downtime
- 15.1.9.3.2. DUE DATE: By January 31 of each Calendar Year
- 15.1.10. During scheduled downtime of the Claims Editing Solution, the Contractor shall perform the following:
 - 15.1.10.1. Notify the Department via email 24-hours before scheduled downtime begins;
 - 15.1.10.2. Inform the Department via email of the timeframe in which the system will resume availability.
- 15.1.11. The Contractor shall provide the following:
 - 15.1.11.1. Encryption software will be used by the Contractor to securely connect with the Claims Editing Solution over the internet.
 - 15.1.11.2. The Contractor shall provide up to five user Licenses for the appropriate reporting application necessary to access Claims Editing Solution reports.
 - 15.1.11.3. The Contractor's hosting of the Claims Editing Solution shall include, at minimum, all of the following:
 - 15.1.11.3.1. All network components, internet gateways, routers, load balancers, web servers.
 - 15.1.11.3.2. All server hardware/software, system configuration and ongoing maintenance.
 - 15.1.11.3.3. All Claims Editing Solution software release upgrades and patches.
 - 15.1.11.3.4. All System monitoring, error resolution, and data backups.
 - 15.1.11.3.5. The Contractor will obtain and maintain HITRUST certification of the Claims Editing Solution.
- 15.1.12. Optimization Study
 - 15.1.12.1. The Contractor shall perform an annual Optimization Study and document, at minimum, the following:
 - 15.1.12.1.1. Product version updates;
 - 15.1.12.1.2. New product capabilities;
 - 15.1.12.1.3. Applicable cost information;
 - 15.1.12.1.4. Product recommendations for the CO Claims Editing Solution tool.
 - 15.1.12.1.4.1. DELIVERABLE: Annual Optimization Study (DEL CES 1.1)
 - 15.1.12.1.4.2. DUE DATE: By October 31 of each Calendar Year
 - 15.1.12.2. Enhancements Projects resulting from Optimization Study
 - 15.1.12.2.1. The Contractor shall provide training to Department users for all enhancement projects that impact or change operational workflow of the Claims Editing Solution.
- 15.1.13. Operational Advanced Planning Document (OAPD) Outcomes and Metrics
 - 15.1.13.1. The Contractor shall support all requirements related to maintaining CMS Certification of the Claims Editing Solution tool.

- 15.1.13.2. The Contractor shall provide the Department with an Annual Cost Savings Report, in alignment with OAPD outcomes and metrics, to capture cost savings related to incremental payment accuracy edits. The application will generate data in daily, weekly, and monthly increments that can be extracted to Excel and combined and aggregated on specific intervals (e.g. annual summary).
- 15.1.13.2.1. DELIVERABLE: Annual Cost Savings Report (DEL CES 1.2)
- 15.1.13.2.2. DUE DATE: By January 31 of each Calendar Year
- 15.1.13.3. The Contractor shall support the OAPD process by providing annual product licensing cost information, to be used by the Department for APD and budgeting planning purposes.
- 15.1.13.3.1. DELIVERABLE: Annual Licensing Costs (DEL CES 1.3)
- 15.1.13.3.2. DUE DATE: By January 31 of each Calendar Year
- 15.1.13.4. CLAIMS EDITING SOLUTION DELIVERABLES TABLE:
- 15.1.13.5. Unless otherwise provided in this Contract, the due dates for Contractor to deliver the following Deliverables to the Department shall be as follows:

CLAIMS EDITING SOLUTION DELIVERABLES	DATE DUE TO THE DEPARTMENT
Work Component: Written Evaluation of Impacts	Quarterly, as defined in the Quarterly Release Schedule
Work Component: Claims Editing Solution Scheduled Downtime	By January 31 of each Calendar Year
Annual Optimization Study (DEL CES 1.1)	By October 31 of each Calendar Year
Annual Cost Savings Report (DEL CES 1.2)	By January 31 of each Calendar Year
Annual Licensing Costs (DEL CES 1.3)	By January 31 of each Calendar Year

- 15.2. Third-Party Liability (TPL) and Recoveries
 - 15.2.1. The Contractor shall provide the following enhancements to existing TPL functionality:
 - 15.2.1.1. Single Carrier File
 - 15.2.1.1.1. The Contractor shall develop, implement and maintain an eligibility file transmission with one commercial insurance carrier.
 - 15.2.1.1.2. The Contractor shall participate as necessary in the onboarding discussions between the Department and the Department’s chosen carrier.
 - 15.2.1.1.3. The Contractor shall participate in Data Use Agreement discussions with the carrier and the Department as required.
 - 15.2.1.1.4. The Contractor shall oversee DDI, coordinate with the carrier on project activities, and plan and execute all efforts with respect to Contractor responsibilities.
 - 15.2.1.1.5. The Contractor shall participate in the kickoff meeting.

- 15.2.1.1.6. DELIVERABLE: Kickoff meeting Agenda for the Single Carrier File (DEL TPL 1.1.1)
- 15.2.1.1.7. DUE DATE: Within 3 business days of project start date.
- 15.2.1.1.8. The Contractor shall prepare a Project Schedule for the Single Carrier File implementation.
- 15.2.1.1.9. DELIVERABLE: Project DDI Schedule for the Single Carrier File (DEL TPL 1.1.2)
- 15.2.1.1.10. DUE DATE: Within 30 business days of the project start date.
- 15.2.1.1.11. The Contractor shall update the Requirements Traceability Matrix
- 15.2.1.1.12. DELIVERABLE: Updated Requirements Traceability Matrix for the Single Carrier File (DEL TPL 1.1.3)
- 15.2.1.1.13. DUE DATE: As defined in the approved Project Schedule
- 15.2.1.1.14. The Contractor shall draft specification and technical documentation for the project and produce a Conceptual Design Document.
- 15.2.1.1.14.1. DELIVERABLE: Single Carrier File Conceptual Design Document (DEL TPL 1.1.4)
- 15.2.1.1.14.2. DUE DATE: As defined in the approved Project Schedule
- 15.2.2. The Contractor shall participate in the design of the carrier eligibility file as determined by the Department.
- 15.2.3. The Contractor shall provide technical assistance for the implementation of the file with the carrier.
- 15.2.4. The Contractor shall participate in determining the interface solution and the internal capabilities required to support the file, this shall include but not be limited to the following:
 - 15.2.4.1. File cadence;
 - 15.2.4.2. File error resolution;
 - 15.2.4.3. File processing timeliness;
 - 15.2.4.4. Communications; and
 - 15.2.4.5. File and data retention policy.
- 15.2.5. Contractor shall develop an ICD for the integration that will be implemented using the ICD format provided by the Department.
 - 15.2.5.1. At a minimum, ICD shall include all the following:
 - 15.2.5.1.1. The name and purpose of the Interface.
 - 15.2.5.1.2. Metrics, including size and frequency.
 - 15.2.5.1.3. The definition and or description of the type of data exchange transactions.
 - 15.2.5.1.4. Source and target mapping information.
 - 15.2.5.1.5. Formatting, valid values & any business rules associated with the integration.
 - 15.2.5.1.6. Data dictionary related to the integration.

- 15.2.5.1.7. A description of triggers that initiate communication.
- 15.2.5.1.8. The identification of when the information contained in the ICD will be implemented.
- 15.2.5.1.8.1. WORK COMPONENT: Carrier Eligibility File Transmission ICD (Part of DEL TPL 1.1.4)
- 15.2.5.1.8.2. DUE: As defined in the approved Project Schedule
- 15.2.6. The Contractor shall plan and implement carrier communications for the file exchange that shall include but not be limited to the following:
 - 15.2.6.1. Distribution Alerts; and
 - 15.2.6.2. Error Communications.
 - 15.2.6.2.1. WORK COMPONENT: Carrier Eligibility File Transmission Communication (Part of DEL TPL 1.1.4)
 - 15.2.6.2.2. DUE: As defined in the approved Project Schedule
- 15.2.7. The Contractor shall conduct data matching between Medicaid eligibility within the MMIS and the carrier eligibility data based on the Department's guidance and that includes the following:
 - 15.2.7.1. Social Security Number (SSN), Date of Birth (DOB), First Name, and Last Name match exactly.
 - 15.2.7.2. SSN, First Name and Last Name match exactly and two of three DOB components match.
 - 15.2.7.3. SSN, DOB, and Sex match exactly and the primary initial of the First Name and Last Name match.
 - 15.2.7.4. SSN, Sex, and Last Name match exactly, the first four letters of the First Name match, and two of three DOB components match.
 - 15.2.7.5. SSN and Sex match exactly and two of three DOB components match or the first four letters of the First Name match.
 - 15.2.7.6. DOB, Sex, First Name and Last Name match exactly.
 - 15.2.7.6.1. WORK COMPONENT: Carrier Eligibility File Data Matching Specifications and Technical Documentation (Part of DEL TPL 1.1.4)
 - 15.2.7.6.2. DUE: As defined in the approved Project Schedule
 - 15.2.7.7. The Contractor shall conduct data matching with the carrier and load full matches into the MMIS.
 - 15.2.7.8. The Contractor shall retain partial data matches within a table to be sent to the BIDM for the Department to analyze.
 - 15.2.7.9. The Department may request changes to the data matching logic at any point during the term of the Contract.
 - 15.2.7.9.1. The Department will initiate changes to the data matching logic through the Transmittal and Change Request process.
 - 15.2.7.9.2. The Department shall provide the Contractor 60 days from the date of the request to complete changes to the data matching logic.

- 15.2.7.10. The Contractor shall ensure that all data matches loaded into the MMIS carryover to the Provider Portal for use by providers.
- 15.2.7.11. The Contractor shall ensure that any changes required to update the Provider Portal are completed prior to the processing of the first carrier file.
- 15.2.7.12. The Contractor shall ensure that the TPL hierarchy table is updated to reflect that the data received from the carrier for full matches is used as primary information to other sources as defined by the Department.
 - 15.2.7.12.1. The Contractor shall modify the Origin Source codes to ensure the hierarchy rules are met and maintained.
 - 15.2.7.12.2. The Contractor shall ensure the system is able to process files from multiple cost avoidance vendors and carriers and that the system is able to process and differentiate files and layouts from different sources.
- 15.2.7.13. The Contractor shall perform all testing in compliance with the approved Master Test Plan to ensure operational readiness prior to production implementation.
- 15.2.7.14. DELIVERABLE: Master Test Plan for the Single Carrier File (DEL TPL 1.1.5)
- 15.2.7.15. DUE: As defined in the approved Project Schedule
- 15.2.7.16. DELIVERABLE: Help Desk Support Plan Chapter (Part of DEL O&M 1.2)
- 15.2.7.17. DUE DATE: As defined in the approved Project Schedule
- 15.2.7.18. The Contractor shall prepare an Operational Readiness Assessment Document for the Single Carrier file implementation.
- 15.2.7.19. DELIVERABLE: Operational Readiness Assessment Document for the Single Carrier File (DEL TPL 1.1.6)
- 15.2.7.20. DUE: As defined in the approved Project Schedule.
- 15.2.7.21. The Contractor shall implement the Single Carrier file enhancement to production.
 - 15.2.7.21.1.1. DELIVERABLE: Production implementation of the Single Carrier File Solution (DEL TPL 1.1.7)
 - 15.2.7.21.1.2. DUE DATE: As defined in the approved Project Schedule
- 15.2.8. Provider Portal Enhancements
 - 15.2.8.1. The Contractor shall be responsible for maintaining processes associated with entering and updating commercial insurance policy information in the Provider Portal.
 - 15.2.8.2. The Contractor shall evaluate the Provider Portal TPL processes and recommend enhancements to increase the timeliness and validity of the provider entries. The assessment will be used by the Department and the Contractor to complete a two-part project to enhance the portal.
 - 15.2.8.2.1. DELIVERABLE: Provider Portal TPL Assessment (DEL TPL 1.2.1)
 - 15.2.8.2.2. DUE: 90 Days from Contract Execution
 - 15.2.8.3. The Contractor shall provide staff to manually update TPL policy information received in the Provider Portal.

- 15.2.8.4. The Contractor shall ensure providers have access to review a member's existing commercial insurance coverage.
- 15.2.8.5. The Contract shall ensure providers have access to update both medical and pharmacy coverages for a member.
- 15.2.8.6. The Department, at its option, may direct the Contractor to enhance the Provider Portal based on the process review conducted in Section 15.2.8.2. The Department will submit a SCR to the Contractor for recommended enhancements. The Department will determine the priority and funding for the SCR.
- 15.2.9. TPL Operations and Maintenance
 - 15.2.9.1. The TPL module currently supports multi-vendor data and interface management, post-payment recovery tracking, provider claim retractions, the ability to store commercial insurance policies for purposes of cost avoidance, application of third-party hierarchy logic, and Medical Service Questionnaire (MSQ) generation and mailings.
 - 15.2.9.2. The Contractor shall maintain all existing integration and technical functionality for TPL purposes and shall not knowingly cause any disruption in service.
 - 15.2.9.3. The Contractor shall provide ongoing O&M support to sustain the functionality of the TPL module and new enhancements.
 - 15.2.9.4. The Contractor shall develop and provide for Department approval a TPL Operations and Maintenance Plan that shall include, but not be limited to, the following support. This plan will be a chapter of the overall System and Operational Plan as defined in Section 7.2.
 - 15.2.9.5. The Contractor shall maintain the responsibility to perform functions such as storing, processing, and sharing data to support the following TPL operations:
 - 15.2.9.5.1. Collecting cost avoidance data
 - 15.2.9.5.2. Processing and posting post payment recoveries.
 - 15.2.9.5.3. Capturing Health Insurance Buy-In data
 - 15.2.9.5.4. The Contractor shall maintain the responsibility to perform the following functions:
 - 15.2.9.5.5. Cost avoidance, including but not limited to:
 - 15.2.9.5.5.1. Prioritizing cost avoidance data from multiple sources based on a hierarchy defined by the Department.
 - 15.2.9.5.5.2. Performing cost avoidance of claims based on the claim type and plan coverages provided by various sources.
 - 15.2.9.5.6. Trauma Editing, including by not limited to:
 - 15.2.9.5.6.1. The Contractor shall maintain an active and comprehensive list of trauma codes for use in generating and mailing Medical Service Questionnaires (MSQs) to support functions outlined in Exhibit J, FAO 3.7.
 - 15.2.9.5.6.2. Medicare Buy-In, including but not limited to:
 - 15.2.9.5.6.3. Maintain all required data interfaces as defined by the Department.

- 15.2.9.5.6.4. Maintain all buy-in accretion logic, termination logic, and transactional functionality.
- 15.2.9.6. The Contractor shall support and respond to Tier II inquiries forwarded by the Call Center, any other MES vendor or the Department staff electronically for inquiries related to TPL and Recoveries.
 - 15.2.9.6.1. Assist Providers with manually reprocessing claims denied for TPL.
 - 15.2.9.6.2. Assist Providers with manually resubmitting claims that were retracted due to TPL.
 - 15.2.9.6.3. The Contractor shall maintain operational and procedural documentation that outlines applicable procedures for accepting and adding new or update policy information in the MMIS as directed by the Department.
- 15.2.9.7. Provide general oversight of internal TPL and recovery processes, including quality assurance processes;
 - 15.2.9.7.1. Oversee the processing of TPL transmittals;
 - 15.2.9.7.2. Oversee both inbound and outbound interface and file processing;
 - 15.2.9.7.3. Review and process Medical Service Questionnaires (MSQ);
 - 15.2.9.7.4. Provide necessary support to all recovery and cost avoidance Contractors;
 - 15.2.9.7.5. Troubleshooting and support for errors and failed transmissions; and
 - 15.2.9.7.6. Ongoing technical assistance for the file receipt and processing with the carrier.
 - 15.2.9.7.6.1. Work Component: TPL Operations and Maintenance Plan Chapter (Part of DEL O&M 1.1)
 - 15.2.9.7.6.2. DUE: As defined in the approved Project Schedule
- 15.2.9.8. The Contractor shall provide the Department with a TPL Provider Portal Activity Report that includes all of the additions and changes made in the portal and accepted within the MMIS.
 - 15.2.9.8.1.1. DELIVERABLE: TPL-0601 Activity Report (DEL TPL 1.3.1)
 - 15.2.9.8.1.2. DUE: Last Business Day of Every Month
 - 15.2.9.8.2. The Contractor shall maintain metrics on the operations and maintenance of the Single Carrier File.
 - 15.2.9.8.3. The Contractor shall provide the Department with a Single Carrier File Metrics Report that includes a list of data matching errors that occurred during the processing of the file and a comparison of eligibility data received to recoveries currently in progress.
 - 15.2.9.8.3.1. DELIVERABLE: Single Carrier File Metrics Report (DEL TPL 1.3.2)
 - 15.2.9.8.3.2. DUE: Last Business Day of Every Month
- 15.2.10. The Contractor shall provide adequate staff to oversee TPL data, operations, and recoveries.
- 15.2.11. The Contractor shall document and provide a TPL escalation process for the Provider Call Center.
- 15.2.12. Reporting

- 15.2.12.1. The Contractor shall provide improved reporting capabilities related to TPL functionality to support TPL operations, by developing the TPL Baseline Statistics Report.
- 15.2.12.1.1. DELIVERABLE: Project Charter for the TPL Baseline Statistics Report (DEL TPL 1.5.1)
- 15.2.12.1.2. DUE: As defined in the approved Project Schedule
- 15.2.12.1.3. DELIVERABLE: Functional Requirements Specification document for the TPL Baseline Statistics Report (DEL TPL 1.5.2)
- 15.2.12.1.4. DUE: As defined in the approved Project Schedule
- 15.2.12.1.5. DELIVERABLE: Production ready for the TPL Baseline Statistics Report (DEL TPL 1.5.3)
- 15.2.12.1.6. DUE: As defined in the approved Project Schedule
- 15.2.12.1.7. DELIVERABLE: Monthly TPL Baseline Statistics Report (DEL TPL 1.3.3)
- 15.2.12.1.8. DUE: Last Business Day of Every Month
- 15.2.12.1.8.1. This report shall include the number of policies added to the system, the number of policies updated in the system, the number of policies updated by reason type, and the number of policies active in the system by carrier.
- 15.2.13. Operational Advanced Planning Document (OAPD) Outcomes and Metrics
- 15.2.13.1. The Contractor shall support all requirements related to maintaining CMS Certification of the Third-Party Liability (TPL) and Recoveries module.
- 15.2.14. Optional Services – COB on Demand Limited Offering
- 15.2.14.1. The Contractor will provide services to implement COB on Demand Limited Offering for the TPL module.
- 15.2.14.2. In order to execute COB on Demand optional services the State shall provide written notice to Contractor in a form substantially equivalent to Exhibit F. COB on Demand Limited Offering optional services shall comply with the requirement set forth in Section 15.2.18 and the rates set forth in Exhibit C, Section 3.5.
- 15.2.14.3. The Department will provide the Contractor with sixty (60) days notice to implement the COB on Demand Limited Offering service.
- 15.2.14.4. The Contractor shall begin the process of implementing the COB on Demand Limited Offering service upon sixty (60) days notice.
- 15.2.14.4.1. The Contractor shall produce the following deliverables towards the implementation of COB on Demand Limited Offering solution.
- 15.2.14.4.2. DELIVERABLE: Kick off Meeting agenda for the COB on Demand Limited Offering solution (DEL TPL 1.4.1)
- 15.2.14.4.3. DUE: Within 3 business days of project start date.
- 15.2.14.4.4. DELIVERABLE: Project Schedule for implementation of the COB on Demand Limited Offering solution (DEL TPL 1.4.2)
- 15.2.14.4.5. DUE: Within 30 business days of project start date.

- 15.2.14.4.6. DELIVERABLE: Updated Requirements Traceability Matrix for the COB on Demand Limited Offering solution (DEL TPL 1.4.3)
- 15.2.14.4.7. DUE: As defined in the approved Project Schedule
- 15.2.14.4.8. DELIVERABLE: Conceptual Design Document for the COB on Demand Limited Offering solution (DEL TPL 1.4.4)
- 15.2.14.4.9. DUE: As defined the approved Project Schedule
- 15.2.14.4.10. DELIVERABLE: Master Test Plan for the COB on Demand Limited Offering solution (DEL TPL 1.4.5)
- 15.2.14.4.11. DUE: As defined in the approved Project Schedule
- 15.2.14.4.12. DELIVERABLE: Operations and Maintenance Plan (Chapter of DEL O&M 1.1)
- 15.2.14.4.13. DUE: As defined in the approved Project Schedule
- 15.2.14.4.14. DELIVERABLE: Help Desk Support Plan Chapter (Part of DEL O&M 1.2)
- 15.2.14.4.15. DUE: As defined in the approved Project Schedule
- 15.2.14.4.16. DELIVERABLE: Operational Readiness Assessment Document for the COB on Demand Limited Offering solution (DEL TPL 1.4.6)
- 15.2.14.4.17. DUE: As defined in the approved Project Schedule
- 15.2.14.4.18. DELIVERABLE: Production ready COB on Demand Limited Offering solution (DEL TPL 1.4.7)
- 15.2.14.4.19. DUE: As defined in the approved Project Schedule
- 15.2.15. Third-Party Liability (TPL) and Recoveries Deliverable Table
- 15.2.15.1.1. Unless otherwise provided in this Contract, the due dates for Contractor to deliver the following Deliverables to the Department shall be as follows:

DELIVERABLES	DATE DUE TO THE DEPARTMENT
Kickoff Meeting Agenda for the Single Carrier File (DEL TPL 1.1.1)	Within 3 business days of project start date
Project DDI Schedule for the Single Carrier File (DEL TPL 1.1.2)	Within 30 business days of project start date.
Updated Requirements Traceability Matrix for the Single Carrier File (DEL TPL 1.1.3)	As defined in the approved Project Schedule
Single Carrier File Conceptual Design Document (DEL TPL 1.1.4) including the following Work Components: Work Component: Carrier Eligibility File Transmission ICD Work Component: Carrier Eligibility File Transmission Communication	As defined in the approved Project Schedule

DELIVERABLES	DATE DUE TO THE DEPARTMENT
Work Component: Carrier Eligibility File Data Matching Specifications and Technical Documentation	
Master Test Plan for the Single Carrier File (TPL 1.1.5)	As defined in the approved Project Schedule
Operational Readiness Assessment Document for the Single Carrier File (TPL 1.1.6)	As defined in the approved Project Schedule
Production implementation of the Single Carrier File Solution (TPL 1.1.7)	As defined in the approved Project Schedule
Provider Portal TPL Assessment (DEL TPL 1.2.1)	90 days from Contract execution
Work Component: TPL Operations and Maintenance Plan Chapter (Part of DEL O&M 1.1)	As defined in the approved Project Schedule
TPL-0601 Activity Report (DEL TPL 1.3.1)	Last Business day of every month
Single Carrier File Metrics Report (DEL TPL 1.3.2)	Last Business day of every month
Monthly TPL Baseline Statistics Report (DEL TPL 1.3.3)	Last Business day of every month
Kick off meeting agenda for the COB on Demand Limited Offering solution (DEL TPL 1.4.1)	Within 3 business days of project start date
Project Schedule for implementation of the COB on Demand Limited Offering solution (DEL TPL 1.4.2)	Within 30 business days of project start date
Updated Requirements Traceability Matrix for the COB on Demand Limited Offering solution (DEL TPL 1.4.3)	As defined in the approved Project Schedule
Conceptual Design Document for the COB on Demand Limited Offering solution (DEL TPL 1.4.4)	As defined in the approved Project Schedule
Master Test Plan for the COB on Demand Limited Offering solution (DEL TPL 1.4.5)	As defined in the approved Project Schedule
Help Desk Support Plan Chapter (Part of DEL O&M 1.2)	As defined in the approved Project Schedule
Operations and Maintenance Plan (Chapter of DEL O&M 1.1)	As defined in the approved Project Schedule
Operational Readiness Assessment Document for the COB on Demand Limited Offering solution (DEL TPL 1.4.6)	As defined in the approved Project Schedule
Production ready COB on Demand Limited Offering solution (DEL TPL 1.4.7)	As defined in the approved Project Schedule
Project Charter for the TPL Baseline Statistics Report (DEL TPL 1.5.1)	As defined in the approved Project Schedule
Functional Requirements Specification document for the TPL Baseline Statistics Report (DEL TPL 1.5.2)	As defined in the approved Project Schedule

DELIVERABLES	DATE DUE TO THE DEPARTMENT
Production Ready for the TPL Baseline Statistics Report (DEL TPL 1.5.3)	As defined in the approved Project Schedule

15.3. Interoperability

15.3.1. The Contractor shall maintain a solution, and corresponding Application Programming Interfaces (APIs), for the Department’s fulfillment of the Centers for Medicare & Medicaid Services (CMS) Interoperability and Patient Access final rule (CMS-9115-F) and the CMS Interoperability and Prior Authorization final rule (CMS-0057-F, with respect to the Payer-to-Payer API only), while meeting all of the technical standards and specifications as finalized by HHS, which include the following:

- 15.3.1.1. The Contractor shall meet the technical standards finalized by HHS in the ONC 21st Century Cures Act final rule a 45 CFR 170.215.
- 15.3.1.2. The Contractor shall meet the content and vocabulary standards finalized by HHS in the ONC 21st Century Cures Act final rule 45 CFR 170.213, at 45 CFR part 162 and at 42 CFR 423.160.
- 15.3.1.3. The Contractor shall meet the standards included in the CARIN Blue Button Implementation Guide for FHIR Release 4.0.1.
- 15.3.1.4. The Contractor shall provide third-party application certification including credentialing, education, and security validation capabilities in accordance with CMS guidance defined by 84 FR 7621 through 7622 and 45CFR Part 164, sub part C.
- 15.3.1.5. Contractor shall provide accessible, culturally competent education materials about privacy and security considerations when selecting applications in the appropriate languages.
- 15.3.1.6. The Contractor shall provide a Developer Portal to obtain API keys, manage applications, etc.
- 15.3.1.7. The Contractor shall provide a HIPAA-compliant Member Consent Application where a member can authorize and share data with third-party applications.
- 15.3.1.8. The Contractor shall include refresh tokens, with the ability to support at least three (3) months of access.
- 15.3.1.9. The Contractor shall support OAuth2.0 Scopes for more granular access to member data (e.g., per FHIR resources).
- 15.3.1.10. The Contractor shall allow members to revoke access to applications.
- 15.3.1.11. The Contractor shall provide information about security and privacy, terms of use and/or privacy policy in non-technical language.
- 15.3.1.12. The Contractor shall notify the Department within 30 minutes of any time the solution is not available outside of scheduled maintenance.
- 15.3.1.13. The Contractor shall publish API specifications for third-party developers.
- 15.3.1.14. The Contractor shall facilitate and maintain the publishing of drug formularies, preferred drug lists, any tiered formulary structure, and/or UM procedure that pertains to those drugs. Changes to the drug formulary shall be updated no later than seven (7) business

days after the effective day of any such information from the Department or its PBM contractor.

- 15.3.1.15. The Contractor shall support third-party application vetting & attestation, including the ability to approve third-party applications for production access (and subsequently revoke production access for applications as needed). The contractor shall incorporate and enforce additional Department third-party application vetting & attestation requirements as directed by the Department.
- 15.3.2. The Contractor shall not permit a third-party application production access in Colorado until the state has completed a security review and approved access for each specific application, following procedures agreed upon between the Contractor and the Department.
- 15.3.3. The Contractor shall conduct logging and monitoring for API access, member consent, and data updates.
- 15.3.4. The Contractor shall conduct automated testing for API status and availability.
- 15.3.5. The Contractor shall permit third-party applications to retrieve, with the approval and at the direction of a current enrollee, data specified at 42 CFR 422.119, 431.60, 457.730, and 45 CFR 156.221.
- 15.3.6. The Contractor shall at a minimum, make available adjudicated claims (including provider remittances and enrollee cost-sharing); encounters with capitated providers; and clinical data, including laboratory results (when maintained by the impacted payer). Data must be made available no later than one (1) business day after the Department's Enterprise Data Warehouse (EDW) contractor makes the applicable T-MSIS data available to Contractor.
- 15.3.7. The Contractor shall make available through the Patient Access API any specified data they maintain with a date of service on or after January 1, 2016. The Contractor shall archive data over five (5) years old after CMS-0057-F takes effect.
- 15.3.8. The Contractor shall, in collaboration with the Department's EDW contractor, agree to maintain a defined T-MSIS interface with the Department's EDW to support CMS's interoperability compliance rules that minimizes impacts to the EDW contractor's existing T-MSIS processes. Contractor shall agree to interface specifications as captured in an Interface Control Document (ICD), which will be signed by all parties to indicate approval of interface specifications.
- 15.3.9. The Contractor shall maintain all existing integration and technical functionality of the Contractor's Patient Access and Interoperability (PAI) Solution without disruption in service or performance.
- 15.3.10. The Contractor shall provide, implement, and maintain a standards-based Patient Access Application Programming Interface (API) at a minimum include the following:
 - 15.3.10.1. Adjudicated Claims;
 - 15.3.10.2. Provider Remittances;
 - 15.3.10.3. Cost Sharing;
 - 15.3.10.4. Encounters with capitated Providers;
 - 15.3.10.5. The Contractor shall be able to verify Member identity by employing an identity management solution that maintains a rigorous authentication and authorization

framework based on best practices and CMS mandates including standards identified in the Interoperability and Patient Access Rule (CMS-9115-F).

- 15.3.10.6. The Contractor shall determine if the requestor is a current, eligible, member in a covered health plan (or not) and to apply payer defined rules for access and denial access.
- 15.3.10.7. The Contractor shall demonstrate that the Patient Access API solution can accurately verify member identity through design and testing activities.
- 15.3.11. The Contractor shall provide the ability to limit patient access to only certain records. The Department will define business rules to enable functionality to suppress data based on HCPCS, NDC, Diagnosis, and CPT codes provided in an agreed upon format. Data suppression business rules are to be updated no later than 30 days after the effective day of any such rule.
- 15.3.12. The Contractor shall leverage the Department’s Enterprise Data Warehouse (EDW) as the primary source of data as well as other sources as defined by the Department.
- 15.3.13. The Contractor shall meet Federal and State guidelines, including but not limited to:
 - 15.3.13.1. Health Insurance Portability and Accountability Act (HIPAA)
 - 15.3.13.2. Federal Risk and Authorization Management Program (NIST SP 800-53 Rev. 4, Security and Privacy Controls for Federal Information Systems and Organizations, revised January 2014.)
 - 15.3.13.3. Centers for Medicare & Medicaid Services (CMS); and
 - 15.3.13.4. State-specific regulations as they apply to security and governance of data in the AWS cloud.
- 15.3.14. In conjunction with the Department, Contractor shall develop and deliver a Data Retention Plan which specifies the timeframes for which Contractor will maintain Department data in each of Contractor’s PAI solution environments (staging, test, production, etc).
 - 15.3.14.1. The Contractor shall remove from each environment all data for any member who has not been eligible within the last 5 years.
 - 15.3.14.2. The Contractor shall remove from each environment all claims, regardless of whether the member is currently active or not, with a date of service longer than 5 years ago.
 - 15.3.14.3. The Data Retention Plan shall include 15.3.14.1 and 15.3.14.2 and specify how long any other forms of data shall be maintained in each environment before being purged.
 - 15.3.14.4. The Data Retention Plan shall specify how long data transfer files are maintained in each environment (as applicable) before being purged.
 - 15.3.14.5. The Data Retention Plan shall outline a process for routinely communicating to the Department what data is currently maintained by the Contractor and what data may or may not have been recently purged from the Contractor’s solution.
 - 15.3.14.6. DELIVERABLE: Data Retention Plan (DEL IO 1.1)
 - 15.3.14.7. DUE: Within 30 days of Contract Effective Date and updated annually thereafter
- 15.3.15. The Contractor shall perform analysis of all proposed PAI release updates to ensure there are no negative impacts in services or performance.

- 15.3.16. The Contractor shall make accessible a Provider Directory API via a public-facing digital endpoint on the Payer’s website to ensure public discovery and access.
- 15.3.17. The Contractor shall be able to determine if the requestor is a current, eligible Member in a covered health plan (or not) and to apply payer defined rules for access and denial of access.
- 15.3.18. API Usage Data
 - 15.3.18.1. The Contractor shall provide access to transactional data demonstrating API use. The requirements are as follows:
 - 15.3.18.1.1. The reporting data will be provided no less frequently than once a month.
 - 15.3.18.1.2. The reporting data will differentiate between API use in the production environment and the API use in the test environment.
 - 15.3.18.1.3. Upon completion of an on-demand dashboard that provides this data, the Contractor will no longer need to provide a separate monthly report.
 - 15.3.18.1.4. The Contractor will provide to the Department regular reporting on API Gateway developer access as part of the monthly report.
 - 15.3.18.1.5. The Contractor’s monthly reporting on developer access will include a listing of any developers who have been approved or revoked.
 - 15.3.18.1.6. DELIVERABLE: API Usage Report (or on-demand dashboard) (DEL IO 1.2)
 - 15.3.18.1.7. DELIVERABLE: Developer Access Report (DEL IO 1.3)
 - 15.3.18.1.8. DUE: Monthly
- 15.3.19. Operations, Maintenance and Reporting
 - 15.3.19.1. The Contractor shall provide an on-demand dashboard to provide visibility to API use that meets the following criteria:
 - 15.3.19.1.1. Provides reporting data on API Gateway developer access.
 - 15.3.19.1.2. Provides reporting data on developer access, including a listing of any developers who have been approved or revoked.
 - 15.3.19.1.3. Contractor shall conduct logging and monitoring for API access, member consent and data updates.
 - 15.3.19.1.4. Contractor shall conduct automated testing for API status and availability.
 - 15.3.19.1.5. Contractor shall support updates to the Contractor’s PAI environment to accommodate CMS-mandated changes to the FHIR standard.
- 15.3.20. Helpdesk Support Plan
 - 15.3.20.1. The Contractor shall provide support for third party application developers.
 - 15.3.20.1.1. DELIVERABLE: Helpdesk Support Plan Chapter (part of DEL O&M 1.2)
 - 15.3.20.1.2. DUE: As defined in the project schedule.
- 15.3.21. Operational Advanced Planning Document (OAPD) Outcomes and Metrics
 - 15.3.21.1. The Contractor shall support all requirements related to maintaining CMS Certification of the PAI Solution tool.

15.3.21.2. The Contractor shall provide an annual report to support OAPD reporting to verify compliance to State-specific Outcomes and Metrics.

15.3.21.2.1. DELIVERABLE: Annual OAPD Outcomes and Metrics Report (DEL IO 1.5)

15.3.21.2.2. DUE: As defined in the project schedule.

15.3.22. Payer-to-Payer API

15.3.22.1. The Payer to Payer API provides for sharing claims, encounters (excluding remittances & costs), clinical and certain prior authorization data. This process involves both sending and receiving data. Payers with whom an individual was previously enrolled must provide information to the payer with whom the individual is now enrolled. On receipt, the receiving payer must incorporate the data into their member record.

15.3.22.2. The Payer-to-Payer Data Exchange shall meet the following requirements:

15.3.22.2.1. Provide a robust set of functionalities to support US core data for interoperability USCDI V2 and be able to send and receive both administrative and clinical data in FHIR format.

15.3.22.2.2. The Contractor shall work with the Department to schedule the DDI to meet Federal compliance date of January 1, 2027.

15.3.22.2.3. Meet the requirements identified by CMS for compliance with the Payer-to-Payer API rule (CMS-0057F)

15.3.23. Interoperability Deliverable Table

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

DELIVERABLES	DATE DUE TO THE DEPARTMENT
Data Retention Plan (DEL IO 1.1)	Within 30 days of Contract Effective Date and updated annually thereafter
API Usage Report (or on-demand dashboard) (DEL IO 1.2)	Monthly
Developer Access Report (DEL IO 1.3)	Monthly
Helpdesk Support Plan Chapter (Part of DEL O&M 1.2)	As defined in the approved Project Schedule
Annual OAPD Outcomes and Metrics Report (DEL IO 1.5)	As defined in the approved Project Schedule

16. **COMPENSATION AND INVOICING**

16.1. Compensation.

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

16.2. Detailed Invoicing and Payment Procedures

16.2.1. Contractor shall submit invoices to the Department on a monthly basis, by the 15th Business Day of the month following the month for which the invoices cover. Contractor shall not submit any invoice for a month prior to the last day of the month the invoice covers.

- 16.2.2. The invoice and/or invoice supporting backup shall include all necessary information for the Department to determine the accuracy of the invoice and properly pay the invoice to the Contractor.
- 16.2.3. The Contractor shall breakout the invoice and/or invoice supporting backup as directed by the Department to facilitate proper payment of the invoice and the Department's receipt of proper Federal Financial Participation for any component of the payment.
 - 16.2.3.1. The Contract Number shown on the cover page for this Contract to facilitate invoice processing.
 - 16.2.3.1.1. A clear description of the time period the invoice covers.
 - 16.2.3.1.2. The Fixed Monthly Transition Fee, shown in Exhibit C, related to the invoice month.
 - 16.2.3.1.3. The Pass-through Costs for the transition period as shown in Exhibit C.
 - 16.2.3.1.4. The Fixed Monthly O&M fee as shown in Exhibit C, related to the invoice month.
 - 16.2.3.1.5. The Monthly SLA Performance Payment Amount, shown in Exhibit C, related to the invoice month, corresponding to those SLAs that Contractor successfully achieved.
 - 16.2.3.1.6. The total amount due for all achieved SLAs during that month.
 - 16.2.3.1.7. Each Deliverable, shown in Exhibit C, that was accepted by the Department during that month.
 - 16.2.3.1.8. The amount due for each Deliverable shown on the invoice.
 - 16.2.3.1.9. The total amount due for all Deliverables accepted by the Department during that month.
 - 16.2.3.1.10. The total amount due for the invoiced month.
 - 16.2.4. Closeout Payments
 - 16.2.4.1. Notwithstanding anything to the contrary in this Contract, all payments for the final month of this Contract shall be paid to Contractor no sooner than 10 days after the Department has determined that Contractor has completed all of the requirements of the Closeout Period.

EXHIBIT C, RATES

1. INTERCHANGE AND FISCAL AGENT OPERATIONS

- 1.1. One Time Payments for interChange and Fiscal Agent Operations Design, Development, and Implementation (DDI) and Transition Services
 - 1.1.1. The Department will pay Contractor a fixed payment for each of the Payment Milestones, which are identified in Section 1.1.3 below, that are approved and accepted by the Department during the DDI and Transition Phase of the interChange and Fiscal Agent Operations.
 - 1.1.1. Contractor shall implement the following Deliverables, tools, and processes during DDI and Transition Phase that will improve the performance and operations of the interChange and Fiscal Agent Operations. The Department will pay a fixed amount for each of these Deliverables, tools, and processes upon implementation and after the Department has accepted and approved each Deliverable corresponding to the identified Payment Milestones as identified in “Exhibit B, Section §14.1 Deliverables.”
 - 1.1.1.1. Project Management Plan.
 - 1.1.1.2. ServiceNow Customer Service Management (CSM).
 - 1.1.1.3. Advanced Analytics & Operational reporting with Insight Analytics.
 - 1.1.1.4. Enterprise Architecture Tool Improvements.
 - 1.1.1.5. Application Lifecycle Management (ALM) Improvements.
 - 1.1.2. Each Payment Milestone payment shall be paid only once to Contractor as identified in 1.1.3.
 - 1.1.3. The Department will pay Contractor a Fixed Payment for each of the following fully completed Payment Milestones that are accepted and approved by the Department:

No.	Payment Milestones	Fixed Payment Amount
1	Project Management Plan	
	DEL PM 1.2 Master Project Management Plan	\$105,000.00
	DEL PM 1.6 RTM	\$105,000.00
2	ServiceNow Customer Service Management (CSM)	
	DEL TR 1.2.1 Functional Requirements Specification document for the CSM solution	\$94,500.00
	DEL TR 1.2.2 Requirements Traceability Matrix for the CSM solution	\$63,000.00
	DEL TR 1.2.3 Conceptual Design Document for the CSM solution	\$94,500.00
	DEL TR 1.2.4 UAT for the CSM solution	\$126,000.00
	DEL TR 1.2.5 Training for the CSM solution	\$94,500.00
	DEL TR 1.2.6 User Documentation for the CSM solution	\$94,500.00
	DEL TR 1.2.7 Production ready CSM solution	\$63,000.00
3	Advanced Analytics & Operational reporting with insight	
	DEL TR 1.3.1 Functional Requirements Specification document for the Advanced Analytics solution	\$94,500.00

No.	Payment Milestones	Fixed Payment Amount
	DEL TR 1.3.2 Requirements Traceability Matrix for the Advanced Analytics solution	\$63,000.00
	DEL TR 1.3.3 Conceptual Design Document for the Advanced Analytics solution	\$94,500.00
	DEL TR 1.3.4 UAT for the Advanced Analytics	\$126,000.00
	DEL TR 1.3.5 Training for the Advanced Analytics solution	\$94,500.00
	DEL TR 1.3.6 User Documentation for the Advanced Analytics solution	\$94,500.00
	DEL TR 1.3.7 Production ready Advanced Analytics solution	\$63,000.00
4	Enterprise Architecture Tool Improvements	
	DEL TR 1.4.1 Project Charter for the Enterprise Architecture Tool	\$157,500.00
	DEL TR 1.4.2 Production ready Enterprise Architecture Tool	\$157,500.00
5	Application Lifecycle Management (ALM)	
	DEL TR 1.5.1 Functional Requirements Specifications for the ALM tool enhancements	\$157,500.00
	DEL TR 1.5.2 Production ready ALM tool	\$157,500.00
	Total	\$2,100,000.00

Table 1 – One Time Payments for interChange and Fiscal Agent Operations DDI and Transition Phase

1.2. One Time Payments for DDI of Additional Services for interChange and Fiscal Agent Operations

- 1.2.1. The payment for each Additional Service identified in Section 1.2.2 below shall be paid only once to Contractor after the Department has accepted and approved each Deliverable corresponding to each Additional Service as identified in Exhibit B, Section §14.1 Deliverables.
- 1.2.2. The Department will pay Contractor a Fixed Payment for each of the following Additional Services fully completed Payment Milestones that are accepted and approved by the Department:

No.	Additional Services	Fixed Payment on Completion
1	Application Intelligence Tool	\$0.00
	DEL TR 1.9.1 Production Ready Application Intelligence Tool	
2	Audit Viewer	
	DEL TR 1.7.1 Functional Requirements Specification document for the Audit Viewer solution	\$83,790.00
	DEL TR 1.7.2 Requirements Traceability Matrix for the Audit Viewer solution	\$55,860.00
	DEL TR 1.7.3 Conceptual Design Document for the Audit Viewer Solution	\$83,790.00
	DEL TR 1.7.4 UAT for the Audit Viewer solution	\$111,720.00
	DEL TR 1.7.5 Training for the Audit Viewer solution	\$83,790.00

No.	Additional Services	Fixed Payment on Completion
	DEL TR 1.7.6 User Documentation for the Audit Viewer solution	\$83,790.00
	DEL TR 1.7.7 Production ready Audit Viewer solution	\$55,860.00
3	BRE Viewer	
	DEL TR 1.6.1 Functional Requirements Specification document for the BRE Viewer solution	\$86,940.00
	DEL TR 1.6.2 Requirements Traceability Matrix for the BRE Viewer solution	\$57,960.00
	DEL TR 1.6.3 Conceptual Design Document for the BRE Viewer solution	\$86,940.00
	DEL TR 1.6.4 UAT complete sign-off for the BRE Viewer solution	\$115,920.00
	DEL TR 1.6.5 Training for the BRE Viewer solution	\$86,940.00
	DEL TR 1.6.6 User Documentation for the BRE Viewer solution	\$86,940.00
	DEL TR 1.6.7 Production ready BRE Viewer solution	\$57,960.00
4	e-Signature Enhancement	
	DEL TR 1.8.1 Functional Requirements Specification document for the e-Signature solution	\$35,062.50
	DEL TR 1.8.2 Requirements Traceability Matrix for the e-Signature solution	\$23,375.00
	DEL TR 1.8.3 Conceptual Design Document for the e-Signature solution	\$35,062.50
	DEL TR 1.8.4 UAT for the e-Signature solution	\$46,750.00
	DEL TR 1.8.5 Training for the e-Signature solution	\$35,062.50
	DEL TR 1.8.6 User Documentation complete for the e-Signature solution	\$35,062.50
	DEL TR 1.8.7 Production ready e-Signature solution	\$23,375.00
	Total for Additional Services	\$1,371,950.00

Table 2 – One Time Payments for Additional Services for interChange and Fiscal Agent Operations

1.3. Operations & Maintenance (O&M) Fee for interChange and Fiscal Agent Operations

- 1.3.1. The Department will pay Contractor a Fixed O&M Fee for interChange and Fiscal Agent Operations each month for Contractor delivering all Plans, Documents, Deliverables or Work Components in compliance and providing O&M Services for interchange and Fiscal Agent Operations as described in this Contract. Contractor shall submit the Monthly Contract Management Report (DEL CM 1.2) as outlined in Exhibit B - Statement of Work (SOW) prior to invoicing for the month. Upon the Department’s approval of the Monthly Contract Management Report (DEL CM 1.2), the Department will issue the payment for the Fixed O&M Fee described in this Section 1.3.
- 1.3.2. No additional amounts shall be added by either Party to the O&M Monthly Fee, whether such amounts are license fees, subscription fees, hosting fees, operational fees, maintenance fees, or labor costs, or any other type of fee, compensation, or amount. Section 1.3.2 does not prevent the Parties from amending Section 1.3 at a future time.
- 1.3.3. The Department will pay the Contractor a Fixed O&M Fee for services in equal monthly increments for interChange and Fiscal Agent Operations as shown in the table below.

Operations & Maintenance Payments for Services	Fixed Monthly Amount	Fixed Annual Amount
SFY25 (May 1, 2025 – June 30, 2025)	\$869,279.18	\$1,738,558.36
SFY26 (July 1, 2025 – June 30, 2026)	\$869,299.95	\$10,431,599.40
SFY27 (July 1, 2026 – June 30, 2027)	\$900,042.03	\$10,800,504.36
SFY28 (July 1, 2027 – June 30, 2028)	\$929,290.57	\$11,151,486.84
SFY29 (July 1, 2028 – June 30, 2029)	\$961,815.73	\$11,541,788.76
SFY30 (July 1, 2029 – April 30, 2030)	\$995,479.31	\$9,954,793.10
Total		\$55,618,730.82
Optional Years*	Fixed Monthly Amount	Fixed Annual Amount
SFY30 (May 1, 2030 – June 30, 2030)	\$995,479.13	\$1,990,958.26
SFY31 (July 1, 2030 – June 30, 2031)	\$1,030,321.09	\$12,363,853.08
SFY32 (July 1, 2031 – June 30, 2032)	\$1,066,382.31	\$12,796,587.72
SFY33 (July 1, 2032 – June 30, 2033)	\$1,103,705.69	\$13,244,468.28
SFY34 (July 1, 2033 – June 30, 2034)	\$1,142,335.41	\$13,708,024.92
SFY34 (July 1, 2034 – April 30, 2035)	\$1,182,317.17	\$11,823,171.70
Total		\$65,927,063.96
Grand Total		\$121,545,794.78

Table 3 – O&M Payments for Services of interChange and Fiscal Agent Operations

1.3.4. The Department will pay the Contractor a Fixed O&M Fee for Infrastructure in equal monthly increments for interChange and Fiscal Agent Operations as shown in the table below.

Operations & Maintenance Payments for Infrastructure	Fixed Monthly Amount	Fixed Annual Amount
SFY25 (May 1, 2025 – June 30, 2025)	\$391,091.37	\$782,182.74
SFY26 (July 1, 2025 – June 30, 2026)	\$388,299.28	\$4,659,591.36
SFY27 (July 1, 2026 – June 30, 2027)	\$379,923.01	\$4,559,076.12
SFY28 (July 1, 2027 – June 30, 2028)	\$379,923.01	\$4,559,076.12
SFY29 (July 1, 2028 – June 30, 2029)	\$379,923.01	\$4,559,076.12
SFY30 (July 1, 2029 – April 30, 2030)	\$379,922.98	\$3,799,229.80
Total		\$22,918,232.26
Optional Years*	Fixed Monthly Amount	Fixed Annual Amount
SFY30 (May 1, 2030 – June 30, 2030)	\$379,923.16	\$759,846.32
SFY31 (July 1, 2030 – June 30, 2031)	\$388,205.30	\$4,658,463.60
SFY32 (July 1, 2031 – June 30, 2032)	\$396,668.19	\$4,760,018.28
SFY33 (July 1, 2032 – June 30, 2033)	\$405,315.57	\$4,863,786.84
SFY34 (July 1, 2033 – June 30, 2034)	\$414,151.44	\$4,969,817.28
SFY35 (July 1, 2033 – April 30, 2034)	\$423,179.98	\$4,231,799.80

Total		\$24,243,732.12
Grand Total		\$47,161,964.38

Table 4 – O&M Payments for Infrastructure of interChange and Fiscal Agent Operations

1.3.5. The Department will pay the Contractor a Fixed O&M Fee for Mailroom and Operations in equal monthly increments for interChange and Fiscal Agent Operations as shown in the table below.

Operations & Maintenance Payments for Mailroom and Operations	Fixed Monthly Payments	Fixed Annual Payments
SFY25 (May 1, 2025 – June 30, 2025)	\$43,402.25	\$86,804.50
SFY26 (July 1, 2025 – June 30, 2026)	\$43,402.40	\$520,828.80
SFY27 (July 1, 2026 – June 30, 2027)	\$43,402.40	\$520,828.80
SFY28 (July 1, 2027 – June 30, 2028)	\$43,402.40	\$520,828.80
SFY29 (July 1, 2028 – June 30, 2029)	\$43,402.40	\$520,828.80
SFY30 (July 1, 2029 – April 30, 2030)	\$43,402.43	\$434,024.30
Total		\$2,604,144.00
Optional Years*	Fixed Monthly Payments	Fixed Annual Payments
SFY30 (May 1, 2030 – June 30, 2030)	\$43,402.25	\$86,804.50
SFY31 (July 1, 2030 – June 30, 2031)	\$44,348.58	\$532,182.96
SFY32 (July 1, 2031 – June 30, 2032)	\$45,315.38	\$543,784.56
SFY33 (July 1, 2032 – June 30, 2033)	\$46,303.25	\$555,639.00
SFY34 (July 1, 2033 – June 30, 2034)	\$47,312.64	\$567,751.68
SFY35 (July 1, 2034 – April 30, 2035)	\$48,344.11	\$483,441.0
Total		\$2,769,603.80
Grand Total		\$5,373,747.80

Table 5 – O&M Payments for Other Operations Services of interChange and Fiscal Agent Operations

1.4. Postage Pass-Through

1.4.1. The Department will reimburse the Contractor for all actual postage costs expended by the Contractor during a month, up to the Maximum Annual Pass-Through Postage Amount shown in the Maximum Pass-Through Postage Table for each SFY.

1.4.2. Maximum Pass-Through Postage Table

Postage Pass-Through	Maximum Annual Payments
SFY25 (May 1, 2025 – June 30, 2025)	\$20,000.00
SFY26 (July 1, 2025 – June 30, 2026)	\$120,000.00
SFY27 (July 1, 2026 – June 30, 2027)	\$120,000.00

SFY28 (July 1, 2027 – June 30, 2028)	\$120,000.00
SFY29 (July 1, 2028 – June 30, 2029)	\$120,000.00
SFY30 (July 1, 2029 – April 30, 2030)	\$100,000.00
Total	\$600,000.00
Optional Years*	Maximum Annual Payments
SFY30 (May 1, 2030 – June 30, 2030)	\$20,000.00
SFY31 (July 1, 2030 – June 30, 2031)	\$120,000.00
SFY32 (July 1, 2031 – June 30, 2032)	\$120,000.00
SFY33 (July 1, 2032 – June 30, 2033)	\$120,000.00
SFY34 (July 1, 2033 – June 30, 2034)	\$120,000.00
SFY35 (July 1, 2034 – April 30, 2035)	\$100,000.00
Total	\$600,000.00
Grand Total	\$1,200,000.00

Table 6 – Maximum Pass-Through Postage Table

- 1.4.3. The Contractor shall attempt to use the least expensive postage available for each mailing necessary to comply with all requirements of this Contract related to that mailing.
- 1.4.4. If the postage costs for a year will exceed the amount shown Maximum Pass-Through Postage Table, the Contractor shall not be required to make any mailing that will result in payment of postage that exceeds the amounts shown in Maximum Pass-Through Postage Table. The Department may increase this pass-through postage amount maximum using an Option Letter.
- 1.4.5. Postage fulfillment will be provided by third-party shipping agents or US Postal Service. Contractor will act in the capacity of an agent role for postage fulfillment and is not liable for non-delivery except because of mislabeling of material by Contractor.
 - 1.4.5.1. Contractor will be paid for its services pursuant to Exhibit E, including postage, for any non-delivery by third-parties or the US Postal Service.
 - 1.4.5.2. Contractor will be paid for any reshipments/second mailings required due to mis-delivery by third parties.
 - 1.4.5.3. Contractor will invoice postage as a separate line item on monthly invoices for regular fixed and variable fees.
 - 1.4.5.4. If non-delivery was a result of mislabeling of material by Contractor, the Contractor will reship or provide second and subsequent mailings at no cost for its services or postage.
 - 1.4.5.5. Allowable postage costs will be reimbursed as an additional pass through (cost based) charge to the Department.

1.5. License Fee for Audit and BRE Viewer

- 1.5.1. The Department will pay Contractor Annual License fee to be charged at the beginning of each year during O&M that includes ongoing platform support, hosting for the Audit Viewer and scope as defined in Exhibit B, Section 5.2.8.2.

Period	Audit Viewer Annual Payments
SFY25 (May 1, 2025 – June 30, 2025)	\$40,250.00
SFY26 (July 1, 2025 – June 30, 2026)	\$241,500.00
SFY27 (July 1, 2026 – June 30, 2027)	\$241,500.00
SFY28 (July 1, 2027 – June 30, 2028)	\$241,500.00
SFY29 (July 1, 2028 – June 30, 2029)	\$241,500.00
SFY30 (July 1, 2029 – April 30, 2030)	\$201,250.00
Total	\$1,207,500.00
Optional Years*	Audit Viewer Annual Payments
SFY30 (May 1, 2030 – June 30, 2030)	\$40,250.00
SFY31 (July 1, 2030 – June 30, 2031)	\$293,189.50
SFY32 (July 1, 2031 – June 30, 2032)	\$301,985.00
SFY33 (July 1, 2032 – June 30, 2033)	\$311,044.50
SFY34 (July 1, 2033 – June 30, 2034)	\$320,376.00
SFY35 (July 1, 2034 – April 30, 2035)	\$266,980.00
Total	\$1,533,826.92
Grand Total	\$2,741,326.92

Table 7 – License Fee for Audit Viewer

1.5.2. The Department will pay Contractor Annual License fee to be charged at the beginning of each year during O&M that includes ongoing platform support, hosting for the BRE Viewer and scope as defined in Exhibit B, Section 5.2.7.

Period	BRE Viewer Annual Payments
SFY25 (May 1, 2025 – June 30, 2025)	\$40,250.00
SFY26 (July 1, 2025 – June 30, 2026)	\$241,500.00
SFY27 (July 1, 2026 – June 30, 2027)	\$241,500.00
SFY28 (July 1, 2027 – June 30, 2028)	\$241,500.00
SFY29 (July 1, 2028 – June 30, 2029)	\$241,500.00
SFY30 (July 1, 2029 – April 30, 2030)	\$201,250.00
Total	\$1,207,500.00
Optional Years*	BRE Viewer Annual Payments
SFY30 (May 1, 2030 – June 30, 2030)	\$40,250.00
SFY31 (July 1, 2030 – June 30, 2031)	\$293,189.88
SFY32 (July 1, 2031 – June 30, 2032)	\$301,985.52

SFY33 (July 1, 2032 – June 30, 2033)	\$311,044.50
SFY34 (July 1, 2033 – June 30, 2034)	\$320,376.44
SFY35 (July 1, 2034 – April 30, 2035)	\$266,980.00
Total	\$1,533,826.34
Grand Total	\$2,741,326.34

Table 8 – License Fee for BRE Viewer

1.6. License and Operations & Maintenance (O&M) Fee for e-Signature

1.6.1. The Department will pay Contractor Annual License fee to be charged at the beginning of each year during O&M that includes ongoing platform support, hosting for the e-Signature as shown in the table below.

Period	e-Signature License Yearly Fee
SFY25 (May 1, 2025 – June 30, 2025)	\$14,391.67
SFY26 (July 1, 2025 – June 30, 2026)	\$86,350.00
SFY27 (July 1, 2026 – June 30, 2027)	\$86,350.00
SFY28 (July 1, 2027 – June 30, 2028)	\$86,350.00
SFY29 (July 1, 2028 – June 30, 2029)	\$89,804.00
SFY30 (July 1, 2029 – April 30, 2030)	\$93,396.00
Total	\$456,641.67
Optional Years*	e-Signature License Yearly Fee
SFY30 (May 1, 2030 – June 30, 2030)	\$0.00
SFY31 (July 1, 2030 – June 30, 2031)	\$96,198.00
SFY32 (July 1, 2031 – June 30, 2032)	\$99,084.00
SFY33 (July 1, 2032 – June 30, 2033)	\$102,057.00
SFY34 (July 1, 2033 – June 30, 2034)	\$105,118.00
SFY35 (July 1, 2034 – April 30, 2035)	\$108,272.00
Total	\$510,729.00
Grand Total	\$967,370.67

Table 9 – License Fee for e-Signature

1.6.2. The Department will pay Contractor an O&M Monthly Fee in equal monthly increments for Ongoing Support for e-Signature upon acceptance of Monthly Contract Management Report (DEL CM 1.2) as outlined in the Exhibit B, Statement of Work Section 5.2.10 prior to invoicing for the month.

Period	e-Signature Support Monthly Fee	Maximum e-Signature Support Annual Amount
SFY25 (May 1, 2025 – June 30, 2025)	\$10,558.00	\$21,116.00
SFY26 (July 1, 2025 – June 30, 2026)	\$10,566.58	\$126,799.00
SFY27 (July 1, 2026 – June 30, 2027)	\$10,978.83	\$131,746.00
SFY28 (July 1, 2027 – June 30, 2028)	\$11,407.67	\$136,892.00
SFY29 (July 1, 2028 – June 30, 2029)	\$11,856.25	\$142,275.00
SFY30 (July 1, 2029 – April 30, 2030)	\$12,257.20	\$122,572.00
Total		\$681,400.00
Optional Years*	e-Signature Support Monthly Fee	Maximum e-Signature Support Annual Amount
SFY30 (May 1, 2030 – June 30, 2030)	\$12,257.00	\$24,514.00
SFY31 (July 1, 2030 – June 30, 2031)	\$12,686.25	\$152,235.00
SFY32 (July 1, 2031 – June 30, 2032)	\$13,130.25	\$157,563.00
SFY33 (July 1, 2032 – June 30, 2033)	\$13,589.83	\$163,078.00
SFY34 (July 1, 2033 – June 30, 2034)	\$14,065.42	\$168,785.00
SFY35 (July 1, 2034 – April 30, 2035)	\$14,557.70	\$145,577.00
Total		\$811,752.00
Grand Total		\$1,493,152.00

Table 10 – e-Signature Support Fee

1.7. Licenses

1.7.1. The Contractor shall provide following licenses for each of the tools listed below:

Core Tools	Gainwell Users	Department Users or Department Authorized Users
ServiceNow	Yes	Yes
Genius	Yes	Not Included
InSight Analytics	Yes	Yes
GainwellGO (BRE and Audit Viewer)	Yes	Yes
ALM	Yes	Yes
DocuSign	Yes	Yes
CAST	Yes	Not Included

Table 11 – Core Tools Licenses

Vendor	Application	Version	Product Use	Number of Licenses	Price Per License	Total Price for all Licenses	Notes
FIS Formworks	FIS	R2020Q2	Data Capture for Paper Claims	2	\$5,062.50	\$10,125.00	
Micro Focus ALM	Micro Focus	15.5	Application Life Cycle - Change Control	75 Concurrent User	\$466.66	\$100,331.39	
Micro Focus PPM	Micro Focus	10.0.3	Project Management - Change Control	140 End Users			
RM8 / Content Manager / EDMS	Micro Focus	8.3.0.9231	Electronic Document System	354	\$112.99	\$40,000	No longer pay annual support
IBM Workload Scheduler (IWS)	IBM	10.1	Job Schedule Software	N/A	N/A	\$523.24	Gainwell ELA - Enterprise License
Aspose.Total for .NET	Aspose (Insight - Reseller)	18.1	MS Word Document Processing APIs	1	\$33,502.26	\$33,502.26	
edtFTPnet / Pro	EnterpriseD T	9.3.0.20	FTP Toolset	1	\$748.75	\$748.75	
Address Doctor	Informatica	5.5.0.27265	Address Validation and Positioning Software	2	\$20,010.33	\$40,020.66	
VisualBuild Pro	Kinook	8.7	Build Deployment Tool	2	--	--	One time purchase
Oracle	Oracle Corporation	19	Main interChange Database	--	--	--	Gainwell ELA - Enterprise License
MEUPS	Tirion		Single Sign-On Product	1	\$118,750.00	\$118,750.00	
Dot Net Nuke	unknown	9.9.1	Framework used by HealthCare Portal	1	N/A	N/A	Freeware
K2	Nintex	5.6	Workflow Product	5	\$29,500.01	\$147,500.04	
SpreadsheetGear 2017 for .Net	Spreadsheet Gear (Insight - reseller)	8.2.6.102	Allows Spreadsheet to load rules in Application	1	\$200.00	\$200.00	Approximate Amount
Telerik Controls	Progress Software	2021 2.616.45	Allows Tab Feature in OneTouch UI	9	\$1,571.71	\$14,145.41	
BizTalk 2020 CU3	Microsoft	2020 CU3	Enterprise Service Bus	--	--	--	SPLA - Enterprise License
SharePoint 2019	Microsoft	2019	SharePoint shared by Gainwell and State	--	--	--	SPLA - Enterprise License
SQL Server 2019/Microsoft SSRS (portion of SQL)	Microsoft	2016\2019	SQL Server Reporting Services	--	--	--	SPLA - Enterprise License
Team Foundation Server (TFS) /	Microsoft	2013/to be migrated to TFS	Source Control Product	--	--	--	SPLA - Enterprise License

Vendor	Application	Version	Product Use	Number of Licenses	Price Per License	Total Price for all Licenses	Notes
Azure DevOps Server		2015, then TFS2017					
Visual Studio	Microsoft	2017 Enterprise/VS 2022	UI and Batch Development	--	--	--	SPLA - Enterprise License
GPCS EAPG\DRG Grouper	Solventum	2023.3.0	Claims Pricing/Grouping Tool	--	--	--	State Pays
LexisNexis	LexisNexis	External Service call	Provider Validation	--	--	\$508,392.60	
WinZip	WinZip	25	File Compression	2	\$19.64	\$39.28	
Windows	Microsoft	2012ES\2016\2019\2022	Windows OS for Servers	--	--	--	AWS Usage-Enterprise License
Linux Red Hat	Oracle Corporation	7.6.1	RHEL OS for Oracle and Batch Servers	--	--	--	AWS Usage-Enterprise License
MS SQL Server	Microsoft	2016\2019	SQL Server Database and Reporting Services	--	--	--	AWS Usage-Enterprise License
Zoom Video	Insight	N/A	Video conferencing software	1	\$7,187.66	\$7,187.66	
Dongle Maintenance	FIS	Moving to digital version	Connection between Scanner OCR and Formworks	2	\$940.76	\$1,881.51	
ClaimsXTEN	Lyric	External Service call	Claims Edit Verification Product	--	--	--	State Pays

Table 12 – License Table

1.8. Monthly SLA Performance Standard – Quality Maintenance Payments (QMPs) for interChange and Fiscal Agent Operations

1.8.1. The Department will pay Contractor each of the Monthly QMPs identified in Table below based on Contractor’s satisfaction of following SLAs outlined in Exhibit J, which shall include all the following:

- 1.8.1.1. J5.15
- 1.8.1.2. J5.17
- 1.8.1.3. J5.18
- 1.8.1.4. J5.25
- 1.8.1.5. J5.27
- 1.8.1.6. J5.28
- 1.8.1.7. J5.29

- 1.8.1.8. J5.33
- 1.8.1.9. J5.34
- 1.8.1.10. J5.35
- 1.8.1.11. J5.38
- 1.8.1.12. J5.40

1.8.2. If the Contractor fails to meet or exceed an SLA, or any component of an SLA, or fails to measure or report performance on an SLA listed in Section 1.8.1 and Table 13 – Monthly QMP Payments for interChange and Fiscal Agent Operations and Table 14 – Monthly QMP Payments for interChange and Fiscal Agent Operations during a period, then the Contractor shall not earn a Monthly QMP Payment for that SLA.

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

1.8.4. Monthly QMP Payment Table. Please refer to Exhibit J, Tab J.5 SLA BaseCore for Performance Standard, for detailed narratives for each SLA identified in this Section. The amounts listed below reflect the monthly payout that the Contractor may earn for meeting or exceeding each QMP, as each identified SLA number in the table below is described in Exhibit J, Tab J.5 SLA BaseCore.

No	%	SFY25	SFY26	SFY27	SFY28	SFY29	SFY30
J5.15	7.00%	\$16,105.43	\$16,071.20	\$16,347.48	\$16,708.79	\$17,110.57	\$17,526.41
J5.17	8.25%	\$18,981.40	\$18,941.05	\$19,266.67	\$19,692.50	\$20,166.03	\$20,656.13
J5.18	6.25%	\$14,379.85	\$14,349.28	\$14,595.96	\$14,918.56	\$15,277.29	\$15,648.58
J5.25	7.00%	\$16,105.43	\$16,071.20	\$16,347.48	\$16,708.79	\$17,110.57	\$17,526.41
J5.27	8.25%	\$18,981.40	\$18,941.05	\$19,266.67	\$19,692.50	\$20,166.03	\$20,656.13
J5.28	11.00%	\$25,308.53	\$25,254.74	\$25,688.90	\$26,256.66	\$26,888.03	\$27,541.50
J5.29	9.50%	\$21,857.37	\$21,810.91	\$22,185.87	\$22,676.21	\$23,221.48	\$23,785.84
J5.33	5.75%	\$13,229.46	\$13,201.34	\$13,428.29	\$13,725.07	\$14,055.11	\$14,396.69
J5.34	8.25%	\$18,981.40	\$18,941.05	\$19,266.67	\$19,692.50	\$20,166.03	\$20,656.13
J5.35	8.25%	\$18,981.40	\$18,941.05	\$19,266.67	\$19,692.50	\$20,166.03	\$20,656.13
J5.38	11.00%	\$25,308.53	\$25,254.74	\$25,688.90	\$26,256.66	\$26,888.03	\$27,541.50
J5.40	9.50%	\$21,857.37	\$21,810.91	\$22,185.87	\$22,676.21	\$23,221.48	\$23,785.84
Total	100%	\$230,077.57	\$229,588.52	\$233,535.43	\$238,696.95	\$244,436.68	\$250,377.29

Table 13 – Monthly QMP Payments for interChange and Fiscal Agent Operations

No	%	SFY31	SFY32	SFY33	SFY34	SFY35
J5.15	7.00%	\$18,070.81	\$18,632.76	\$19,212.83	\$19,811.64	\$20,429.80
J5.17	8.25%	\$21,297.74	\$21,960.03	\$22,643.70	\$23,349.43	\$24,077.98
J5.18	6.25%	\$16,134.65	\$16,636.39	\$17,154.31	\$17,688.96	\$18,240.90

No	%	SFY31	SFY32	SFY33	SFY34	SFY35
J5.25	7.00%	\$18,070.81	\$18,632.76	\$19,212.83	\$19,811.64	\$20,429.80
J5.27	8.25%	\$21,297.74	\$21,960.03	\$22,643.70	\$23,349.43	\$24,077.98
J5.28	11.00%	\$28,396.98	\$29,280.04	\$30,191.59	\$31,132.58	\$32,103.98
J5.29	9.50%	\$24,524.67	\$25,287.31	\$26,074.56	\$26,887.23	\$27,726.16
J5.33	5.75%	\$14,843.88	\$15,305.48	\$15,781.97	\$16,273.85	\$16,781.62
J5.34	8.25%	\$21,297.74	\$21,960.03	\$22,643.70	\$23,349.43	\$24,077.98
J5.35	8.25%	\$21,297.74	\$21,960.03	\$22,643.70	\$23,349.43	\$24,077.98
J5.38	11.00%	\$28,396.98	\$29,280.04	\$30,191.59	\$31,132.58	\$32,103.98
J5.40	9.50%	\$24,524.67	\$25,287.31	\$26,074.56	\$26,887.23	\$27,726.16
Total	100%	\$258,154.41	\$266,182.21	\$274,469.04	\$283,023.43	\$291,854.32

Table 14 – Monthly QMP Payments for interChange and Fiscal Agent Operations for Optional Years*

1.9. Annual SLA Performance Standard - SLA J5.42

- 1.9.1. The Department will review Contractor on Contractor’s satisfaction of J5.42.
- 1.9.2. If the Contractor fails to meet or exceed SLA J5.42, or any component of SLA J5.42, or fails to measure or report performance on SLA J5.42 during a period, then the Contractor shall face consequences, including a Corrective Action Plan, or other actions deemed appropriate by the Department.
- 1.9.3. If the Contractor and the Department disagree over whether the Contractor’s performance meets SLA J5.42, the Parties shall utilize dispute resolution process in §14, Dispute Resolution of the Contract.
- 1.9.4. If there are findings during an audit, the Department will notify Contractor about the audit findings, and Contractor shall create a POA&M for the findings.
- 1.9.5. Each POA&M shall include all the following:
 - 1.9.5.1. An introduction.
 - 1.9.5.2. An RCA.
 - 1.9.5.3. A Defect description.
 - 1.9.5.4. A Defect remediation plan.
 - 1.9.5.5. A validation approach, e.g., process change, UAT, etc.
 - 1.9.5.6. If the POA&M is in relation to a failed remediation, a description of the way in which Contractor will correct SLA J5.42 issue and what changes were made to the previous POA&M to successfully complete the remediation.
- 1.9.6. Contractor shall deliver each POA&M to the Department for review and approval.
 - 1.9.6.1. WORK COMPONENT: Plan of action & milestones (POA&M), detailing how the Contractor will address and resolve the audit findings.
 - 1.9.6.2. DUE: For SLA J5.42, within two Business Days after the Department notifies Contractor of the audit findings.

1.10. Optional Services for interChange and Fiscal Agent Operations

- 1.10.1. The Department may request Contractor implement any of the Optional Services identified in this Section 1.10 in the sole discretion of the Department during the Term of the Contract.
- 1.10.2. The payment for each Optional Service shall be paid only once to Contractor after the Department accepts and approves all Deliverables corresponding to each Optional Service as identified in “Exhibit B, Section §14.1 Deliverables.”
- 1.10.3. BRE Professional Services
 - 1.10.3.1. If the Department requests Contractor provide BRE Professional Services (see Exhibit B, Section 5.2.7.4 “Optional BRE Professional Services”), then the Department shall pay Contractor a Fixed Monthly Payment of \$24,000.00 per month. The rate will increase each year by 2.18%. Contractor shall include these services in the Monthly Contract Management Report (DEL CM 1.2) as outlined in Exhibit B - Statement of Work (SOW) prior to invoicing for the month.
- 1.10.4. Pre-Production Environment for interChange and Fiscal Agent Operations
 - 1.10.4.1. One Time Payments for Pre-Production Environment
 - 1.10.4.1.1. The Department shall pay Contractor a one-time Fixed Payment for services upon approval and acceptance of the Deliverable by the Department for the Pre-Production Environment (see Exhibit B, Section 5.2.11 “Pre-Production Environment (Optional Services)”) for interChange and Fiscal Agent Operations, if the Department chooses to implement this Optional Service:

Description	Maximum Amount for Services
DEL TR 1.10.1 Functional Requirements Specification for the Pre-Production environment	\$75,568.50
DEL TR 1.10.2 Requirements Traceability Matrix for the Pre-Production environment	\$50,379.00
DEL TR 1.10.3 Conceptual Design Document for the Pre-Production environment	\$75,568.50
DEL TR 1.10.4 UAT for the Pre-Production environment	\$100,758.00
DEL TR 1.10.5 Training for the Pre-Production environment	\$75,568.50
DEL TR 1.10.6 User Documentation complete for the Pre-Production environment	\$75,568.50
DEL TR 1.10.7 Production ready Pre-Production environment	\$50,379.00
Total	\$503,790.00

Table 15 – One Time Payments for Implementation of Pre-Production Environment

- 1.10.4.1.2. The Department shall pay Contractor a one-time Fixed Payment for Infrastructure upon approval and acceptance of the Deliverable shown below for the Pre-Production Environment for interChange and Fiscal Agent Operations, if the Department chooses to implement this Optional Service:

Description	Maximum Amount for Infrastructure
DEL TR 1.10.7 Production ready Pre-Production environment	\$74,718.00
Total	\$74,718.00

Table 16 – One Time Payments for Infrastructure of Pre-Production Environment

1.10.4.2. O&M Monthly Payments for Pre-Production Environment

1.10.4.2.1. The Department will pay Contractor Fixed Monthly Payments as shown below for O&M Services of the Pre-Production Environment for interChange and Fiscal Agent Operations, if the Department chooses to implement this Optional Service:

Period	Monthly Amount for O&M Services	Maximum Amount for O&M Services
SFY25 (May 1, 2025 – June 30, 2025)	\$11,910.00	\$23,820.00
SFY26 (July 1, 2025 – June 30, 2026)	\$11,972.00	\$143,664.00
SFY27 (July 1, 2026 – June 30, 2027)	\$12,224.00	\$146,688.00
SFY28 (July 1, 2027 – June 30, 2028)	\$12,480.00	\$149,760.00
SFY29 (July 1, 2028 – June 30, 2029)	\$12,742.00	\$152,904.00
SFY30 (July 1, 2029 – April 30, 2030)	\$12,969.00	\$129,690.00
Total		\$746,526.00
Optional Years*	Monthly Amount for O&M Services	Maximum Amount for O&M Services
SFY30 (May 1, 2030 – June 30, 2030)	\$12,969.00	\$25,938.00
SFY31 (July 1, 2030 – June 30, 2031)	\$13,251.70	\$159,020.40
SFY32 (July 1, 2031 – June 30, 2032)	\$13,540.60	\$162,487.20
SFY33 (July 1, 2032 – June 30, 2033)	\$13,835.80	\$166,029.60
SFY34 (July 1, 2033 – June 30, 2034)	\$14,137.40	\$169,648.80
SFY35 (July 1, 2034 – April 30, 2035)	\$14,445.60	\$144,456.00
Total		\$827,580.00
Grand Total		\$1,574,106.00

Table 17 – Monthly Payments for Services for the Pre-Production Environment

1.10.4.2.2. The Department will pay Contractor Fixed Monthly Payments as shown below for O&M Infrastructure of the Pre-Production Environment for interChange and Fiscal Agent Operations, if the Department chooses to implement this Optional Service:

Period	Monthly Amount for Infrastructure	Maximum Amount for Infrastructure
SFY25 (May 1, 2025 – June 30, 2025)	\$15,088.00	\$30,176.00
SFY26 (July 1, 2025 – June 30, 2026)	\$15,167.00	\$182,004.00

SFY27 (July 1, 2026 – June 30, 2027)	\$15,486.00	\$185,832.00
SFY28 (July 1, 2027 – June 30, 2028)	\$15,810.00	\$189,720.00
SFY29 (July 1, 2028 – June 30, 2029)	\$16,142.00	\$193,704.00
SFY30 (July 1, 2029 – April 30, 2030)	\$16,430.00	\$164,300.00
Total		\$945,736.00
Optional Years*	Monthly Amount for Infrastructure	Maximum Amount for Infrastructure
SFY30 (May 1, 2030 – June 30, 2030)	\$16,430.00	\$32,860.00
SFY31 (July 1, 2030 – June 30, 2031)	\$16,788.20	\$201,458.40
SFY32 (July 1, 2031 – June 30, 2032)	\$17,154.20	\$205,850.40
SFY33 (July 1, 2032 – June 30, 2033)	\$17,528.10	\$210,337.20
SFY34 (July 1, 2033 – June 30, 2034)	\$17,910.20	\$214,922.40
SFY35 (July 1, 2034 – April 30, 2035)	\$18,300.70	\$183,007.00
Total		\$1,048,435.40
Grand Total		\$1,994,171.40

Table 18 – Monthly Payments for Infrastructure for the Pre-Production Environment

1.10.5. Provider PHE Unwind Labor Rates for interChange and Fiscal Agent Operations

1.10.5.1. If the Department requests Contractor provide Provider PHE Unwind services, then the Department will pay Contractor an hourly rate based on the number of resources needed, Fixed Payments as shown below for the Provider PHE Unwind if the Department chooses to instruct Contractor to implement these services:

Description	Description	Hourly Rate for each Resource	Maximum Monthly Amount	Maximum Total Amount
SFY25 (May 1, 2025 – June 30, 2025)	Provider Enrollment	\$35.56	\$67,320.00	\$134,640.00
SFY26 (July 1, 2025 – May 31, 2026)	Provider Enrollment	\$35.56	\$67,320.00	\$740,520.00
Total				\$875.160.00

Table 19 – PHE Unwind Labor Rates for interChange and Fiscal Agent Operations

2. CLAIMS EDITING

2.1. SaaS Fees for Claims Editing Solution

- 2.1.1. The Department will pay Contractor a Fixed SaaS Fee for Claims Editing Solution each month for Contractor delivering all Plans, Documents, Deliverables or Work Components in compliance and providing Licenses and O&M Services for Claims Editing Solution as described in this Contract. Contractor shall submit the Monthly Contract Management Report (DEL CM 1.2) as outlined in Exhibit B - Statement of Work (SOW) prior to invoicing for the month. Upon the Department’s approval of the Monthly Contract Management Report (DEL CM 1.2), the Department will issue the payment for the Fixed SaaS Fee described in this Section.
- 2.1.2. No additional amounts shall be added by either Party to this Monthly Fee, whether such amounts are license fees, subscription fees, hosting fees, operational fees, maintenance fees, or labor costs, or any other type of fee, compensation, or amount. This Section does not prevent the Parties from amending Section 2.1 at a future time.
- 2.1.3. The Department will pay the Contractor a Fixed SaaS Fee for services in equal monthly increments for Claims Editing as shown in the table below.

Operations & Maintenance Payments for Services	Fixed Monthly Amount	Fixed Annual Amount
SFY25 (May 1, 2025 – June 30, 2025)	\$232,380.23	\$464,760.45
SFY26 (July 1, 2025 – June 30, 2026)	\$239,383.02	\$2,872,596.25
SFY27 (July 1, 2026 – June 30, 2027)	\$248,958.34	\$2,987,500.10
SFY28 (July 1, 2027 – June 30, 2028)	\$258,916.73	\$3,107,000.75
SFY29 (July 1, 2028 – June 30, 2029)	\$269,273.34	\$3,231,280.10
SFY30 (July 1, 2029 – April 30, 2030)	\$280,044.32	\$2,800,443.15
Total		\$15,463,580.82

Table 20 – SaaS Fee for Claims Editing Solution

2.2. Monthly SLA Performance Standard – Quality Maintenance Payments (QMPs) for Claims Editing Solution

- 2.2.1. The Department shall pay Contractor each of the Monthly QMPs identified in Table 21 below based on Contractor’s satisfaction of certain SLAs outlined in Exhibit J, which shall include all the following:
 - 2.2.1.1. Exhibit J, Tab SLA Claims Editing Solution, J6.7 (50%)
 - 2.2.1.2. Exhibit J, Tab SLA Claims Editing Solution, J6.8 (50%)
- 2.2.2. If the Contractor fails to meet or exceed an SLA, or any component of an SLA, or fails to measure or report performance on a SLA and during a period, then the Contractor shall not earn a Monthly QMP Payment for that SLA.
- 2.2.3. If the Contractor and the Department disagree over whether the Contractor’s performance meets the required SLA, whether the associated QMP is required to be paid, or any other disagreements related to this Section, the Parties shall utilize dispute resolution process in §14 of the Base Contract.

2.2.4. Monthly QMP Payment Table. Please refer to Exhibit J, Tab J.6 SLA Claims Editing Solution for Performance Standard, for detailed narratives for each SLA identified in this Section. The amounts listed below reflect the monthly payout that the Contractor may earn for meeting or exceeding each QMP, as each identified SLA number in the table below is described in Exhibit J, Tab J.6 SLA Claims Editing Solution.

Period	SLA J6.7	SLA J6.8
SFY25 (May 1, 2025 – June 30, 2025)	\$20,504.14	\$20,504.14
SFY26 (July 1, 2025 – June 30, 2026)	\$21,122.03	\$21,122.03
SFY27 (July 1, 2026 – June 30, 2027)	\$21,966.91	\$21,966.91
SFY28 (July 1, 2027 – June 30, 2028)	\$22,845.59	\$22,845.59
SFY29 (July 1, 2028 – June 30, 2029)	\$23,759.41	\$23,759.41
SFY30 (July 1, 2029 – April 30, 2030)	\$24,709.79	\$24,709.79

Table 21 – Monthly QMP Payments for Claims Editing Solution

3. THIRD PARTY LIABILITY (TPL)

3.1. One Time Payments for TPL Module

- 3.1.1. The Contractor shall provide improved reporting capabilities related to TPL functionality to support TPL operations by developing a TPL Baseline Statistics Report.
- 3.1.2. The Department will pay a fixed amount for each of these Payment Milestones listed in Section 3.14, upon implementation and after the Department has accepted and approved all Deliverables corresponding to the identified Payment Milestones as identified in “Exhibit B, Section §15.2.15 Deliverables.” Third-Party Liability (TPL) and Recoveries Deliverable Table”.
- 3.1.3. Each Payment Milestone payment shall be paid only once to Contractor.
- 3.1.4. The Department shall pay Contractor a Fixed Payment for each of the following fully completed Payment Milestones that are accepted by the Department:

Description	Fixed Payment
Project Charter for the TPL Baseline Statistics Report (DEL TPL 1.5.1)	28,180.00
Functional Requirements Specification document for the TPL Baseline Statistics Report (DEL TPL 1.5.2)	28,180.00
Production ready for the TPL Baseline Statistics Report (DEL TPL 1.5.3)	28,180.00
Total	\$84,540.00

Table 22 – TPL Module DDI Payment

3.2. Operations & Maintenance (O&M) Fee for TPL Module

- 3.2.1. The Department will pay the Contractor a Fixed O&M Fee for services in equal monthly increments for TPL as shown in the table below.

Operations & Maintenance Payments for Services	Fixed Monthly Amount	Fixed Annual Amount
SFY25 (May 1, 2025 – June 30, 2025)	\$20,265.95	\$ 40,531.90
SFY26 (July 1, 2025 – June 30, 2026)	\$20,443.28	\$ 245,319.36
SFY27 (July 1, 2026 – June 30, 2027)	\$21,158.79	\$ 253,905.48
SFY28 (July 1, 2027 – June 30, 2028)	\$21,899.35	\$ 262,792.20
SFY29 (July 1, 2028 – June 30, 2029)	\$22,637.74	\$ 271,652.88
SFY30 (July 1, 2029 – April 30, 2030)	\$23,212.73	\$ 232,127.30
Total		\$1,306,329.12

Table 23 – TPL Module Payments

3.3. One Time Payments for TPL Design, Development, and Implementation (DDI) for Single Carrier File

- 3.3.1. Contractor shall implement the collection of eligibility data from one carrier to use in cost avoidance efforts by matching with Medicaid eligibility data.

- 3.3.2. The Department will pay a fixed amount for each of these Payment Milestones upon implementation and after the Department has accepted and approved all Deliverables corresponding to the identified Payment Milestones as identified in “Exhibit B, Section §15.2.15 Third-Party Liability (TPL) and Recoveries Deliverable Table.”
- 3.3.3. Each Payment Milestone payment shall be paid only once to Contractor.
- 3.3.4. The Department shall pay Contractor a Fixed Payment for each of the following fully completed Payment Milestones that are approved and accepted by the Department during the DDI of TPL:

Payment Milestones with Deliverables	Fixed Payment Milestone Amount
Kickoff	\$21,115.75
DELIVERABLE: Kickoff meeting Agenda for the Single Carrier File (DEL TPL 1.1.1)	
Planning	\$42,231.50
DELIVERABLE: Project DDI Schedule for the Single Carrier File (DEL TPL 1.1.2)	
Design & Development	\$126,694.50
DELIVERABLE: Updated Requirements Traceability Matrix for the Single Carrier File (DEL TPL 1.1.3)	
DELIVERABLE: Single Carrier File Conceptual Design Document (DEL TPL 1.1.4)	
DELIVERABLE: Master Test Plan for the Single Carrier File (DEL TPL 1.1.5)	
WORK COMPONENT: TPL Operations and Maintenance Plan Chapter (Part of DEL O&M 1.1)	
WORK COMPONENT: Carrier Eligibility File Transmission ICD (Part of DEL TPL 1.1.4)	
WORK COMPONENT: Carrier Eligibility File Transmission Communication (Part of DEL TPL 1.1.4)	
WORK COMPONENT: Carrier Eligibility File Data Matching Specifications and Technical Documentation (Part of DEL TPL 1.1.4)	
DELIVERABLE: Help Desk Support Plan Chapter (Part of DEL O&M 1.2)	
Testing (including UAT)	\$126,694.50
DELIVERABLE: Operational Readiness Assessment Document for the Single Carrier File (DEL TPL 1.1.6)	
Go Live	\$105,578.75
DELIVERABLE: Production implementation of the Single Carrier File Solution (DEL TPL 1.1.7)	
Total	\$422,315.00

Table 24 – One Time Payments for TPL Single Carrier File DDI

- 3.4. Operations & Maintenance (O&M) Fee for TPL Single Carrier File

- 3.4.1. The Department shall pay Contractor a Fixed O&M Fee for TPL Single Carrier File each month for Contractor delivering all Plans, Documents, Deliverables or Work Components in compliance and providing O&M Services for Single Carrier File as described in Exhibit B, Section 15.2.1.1. Contractor shall submit the Monthly Contract Management Report (DEL CM 1.2) as outlined in Exhibit B - Statement of Work (SOW) prior to invoicing for the month. Upon the Department’s approval of the Monthly Contract Management Report (DEL CM 1.2), the Department will issue the payment for the Fixed O&M Fee described in this Section 3.4.
- 3.4.2. No additional amounts shall be added by either Party to the O&M Monthly Fee, whether such amounts are license fees, subscription fees, hosting fees, operational fees, maintenance fees, or labor costs, or any other type of fee, compensation, or amount. This Section 3.4.2 does not prevent the Parties from amending this Section 3.4 at a future time.
- 3.4.3. The Department shall pay the Contractor a Fixed O&M Fee for services in equal monthly increments for TPL Single Carrier File as shown in the table below after acceptance and approval of Production implementation of the Single Carrier File Solution (DEL TPL 1.1.7).

Operations & Maintenance Payments for Services	Fixed Monthly Amount	Fixed Annual Amount
SFY25 (Go-Live – June 30, 2025)	\$10,005.35	\$20,010.70
SFY26 (July 1, 2025 – June 30, 2026)	\$10,223.80	\$122,685.60
SFY27 (July 1, 2026 – June 30, 2027)	\$10,446.50	\$125,358.00
SFY28 (July 1, 2027 – June 30, 2028)	\$10,674.30	\$128,091.60
SFY29 (July 1, 2028 – June 30, 2029)	\$10,907.20	\$130,886.40
SFY30 (July 1, 2029 –April 30, 2030)	\$11,145.20	\$111,452.00
Total		\$638,484.30

Table 25 – O&M Payments for Services for TPL Single Carrier File

- 3.5. Provider Portal Enhancements
 - 3.5.1. The Department will pay Contractor a Fixed Fee for Provider Portal Enhancements each month for Contractor delivering all Plans, Documents, Deliverables or Work Components in compliance and providing for Provider Portal Enhancements as described in Exhibit B, Section 15.2.8. Contractor shall submit the Monthly Contract Management Report (DEL CM 1.2) as outlined in Exhibit B - Statement of Work (SOW) prior to invoicing for the month. Upon the Department’s approval of the Monthly Contract Management Report (DEL CM 1.2), the Department will issue the payment for the Provider Portal Enhancements described in this Section.
 - 3.5.2. To accommodate potential enhancements to the Provider Portal following the process review outlined in Section 15.2.8.2 of Exhibit B, the Department may submit a SCR to the Contractor for any recommended enhancements. The Department will assess and determine the priority of each SCR and allocate funding as necessary for approved enhancements. These additional costs will be covered using TPL pool hours, other available pool hours, or, if needed, additional funds may be added through an Option Letter. No additional amounts shall be added by either Party for the Provider Portal Enhancements, whether such amounts are license fees, subscription fees, hosting fees, operational fees, maintenance fees, or labor costs,

or any other type of fee, compensation, or amount. This Section does not prevent the Parties from amending Section 3.5 at a future time.

3.5.3. The Department shall pay the Contractor a Fixed Fee for Provider Portal Enhancements in equal monthly increments as shown in the table below.

Period	Not To Exceed Maximum Monthly Fee	Not To Exceed Maximum Yearly Fee
SFY25 (May 1, 2025 – June 30, 2025)	\$11,722.35	\$23,444.70
SFY26 (July 1, 2025 – June 30, 2026)	\$11,978.20	\$143,738.40
SFY27 (July 1, 2026 – June 30, 2027)	\$12,239.15	\$146,869.80
SFY28 (July 1, 2027 – June 30, 2028)	\$12,506.05	\$150,072.60
SFY29 (July 1, 2028 – June 30, 2029)	\$12,778.90	\$153,346.80
SFY30 (July 1, 2029 – April 30, 2030)	\$13,057.70	\$130,577.00
Total		\$748,049.30

Table 26 – Provider Portal Enhancements Payment

3.5.4. If the Department requests Contractor to provide additional staff for TPL, then the Department will pay Contractor an hourly rate based on the number of resources needed. The Department will pay an hourly rate for each TPL specialist at \$57.00 per hour. The rate will increase each year by 2.18%.

3.5.5. The Department has the option to purchase in advance a dedicated pool of up to 2,000 hours to perform TPL work at the current blended rate of \$147.50 per hour.

3.5.6. While no amount of compensation related to Modification and Enhancement Hours is guaranteed, the total amount of funding available for Modification and Enhancement work is as follows:

Period	Total Hours	Rate	Total
SFY24-25	500	\$147.50	\$73,750.00
SFY25-26	1,000	\$147.50	\$147,500.00
SFY26-27	500	\$147.50	\$73,750.00
Total	2,000		\$295,000.00

Table 27 – TPL Pool Hours

3.6. Monthly SLA Performance Standard – Quality Maintenance Payments (QMPs) for TPL Single Carrier File

3.6.1. The Department shall pay Contractor each of the Monthly QMPs identified in Table 25 and 26 below based on Contractor’s satisfaction of certain SLAs outlined in Exhibit K, which shall include all the following:

3.6.1.1. Exhibit J, Tab J.8 SLA TPL J8.2 (100%) for Provider Portal Enhancements

3.6.1.2. Exhibit J, Tab J.8 SLA TPL J8.3 (100%) for TPL Single Carrier File

- 3.6.2. If the Contractor fails to meet or exceed an SLA, or any component of an SLA, or fails to measure or report performance on a SLAs during a period, then the Contractor shall not earn a Monthly QMP Payment for that SLA.
- 3.6.3. If the Contractor and the Department disagree over whether the Contractor’s performance meets the required SLA, whether the associated QMP is required to be paid, or any other disagreements related to this Section, the Parties shall utilize dispute resolution process in §14 of the Base Contract.
- 3.6.4. Monthly QMP Payment Table. Please refer to Exhibit J, Tab J.8 SLA TPL for Performance Standard, for detailed narratives for each SLA identified in this Section. The amounts listed below reflect the monthly payout that the Contractor may earn for meeting or exceeding each QMP, as each identified SLA number in the table below is described in Exhibit J, Tab J.8 SLA TPL.

Operations & Maintenance Payments for Services	J8.2
SFY25 (May 1, 2025 – June 30, 2025)	\$1,765.65
SFY26 (July 1, 2025 – June 30, 2026)	\$1,804.20
SFY27 (July 1, 2026 – June 30, 2027)	\$1,843.50
SFY28 (July 1, 2027 – June 30, 2028)	\$1,883.70
SFY29 (July 1, 2028 – June 30, 2029)	\$1,924.80
SFY30 (July 1, 2029 – April 30, 2030)	\$1,966.80

Table 28 – Monthly QMP Payments for TPL Single Carrier File

Operations & Maintenance Payments for Services	J8.3
SFY25 (May 1, 2025 – June 30, 2025)	\$2,068.65
SFY26 (July 1, 2025 – June 30, 2026)	\$2,113.80
SFY27 (July 1, 2026 – June 30, 2027)	\$2,159.85
SFY28 (July 1, 2027 – June 30, 2028)	\$2,206.95
SFY29 (July 1, 2028 – June 30, 2029)	\$2,255.10
SFY30 (July 1, 2029 – April 30, 2030)	\$2,304.30

Table 29 – Monthly QMP Payments for Provider Portal Enhancements

3.7. Optional Services COB on Demand DDI

- 3.7.1. The Department may request Contractor implement any of the Optional Service COB On Demand identified in this Section 3.7 in the sole discretion of the Department during the Term of the Contract.
- 3.7.2. The Department will pay a fixed amount to the Contractor for each of these Payment Milestones for COB On Demand Optional Service identified in Section 3.7.5 after the Department accepts and approves all Deliverables corresponding COB On Demand as identified in “Exhibit B, Section §15.2.15 Deliverables.”
- 3.7.3. Contractor shall implement COB on Demand solution, which has access to data from carriers (Medical, PBM, and Dental).

- 3.7.4. Each Payment Milestone payment shall be paid only once to Contractor.
- 3.7.5. The Department shall pay Contractor a Fixed Payment for each of the following fully completed Payment Milestones that are accepted by the Department:

Payment Milestones with Deliverables	Fixed Payment Milestone Amount
Kickoff	\$13,337.97
DELIVERABLE: Kick off Meeting agenda for the COB on Demand Limited Offering solution (DEL TPL 1.4.1)	
Planning	\$26,675.94
DELIVERABLE: Project Schedule for implementation of the COB on Demand Limited Offering Solution (DEL TPL 1.4.2)	
Design & Development	\$80,027.82
DELIVERABLE: Updated Requirements Traceability Matrix for the COB on Demand Limited Offering Solution (DEL TPL 1.4.3))	
DELIVERABLE: Conceptual Design Document for the COB on Demand Limited Offering Solution (DEL TPL 1.4.4)	
DELIVERABLE: Master Test Plan for the COB on Demand Limited solution (DEL TPL 1.4.5)	
DELIVERABLE: Operations and Maintenance Plan (Chapter of DEL O&M 1.1)	
DELIVERABLE: Help Desk Support Plan Chapter (Part of DEL O&M 1.2)	
Testing (including UAT)	\$80,027.82
DELIVERABLE: Operational Readiness Assessment Document for the COB on Demand Limited Offering Solution (DEL TPL 1.4.6)	
Go Live	\$66,689.85
DELIVERABLE: Production ready COB on Demand Limited Offering Solution (DEL TPL 1.4.7)	
Total	\$266,759.40

Table 30 – One Time Payments for COB On Demand

3.8. Operations & Maintenance (O&M) Fee COB on Demand

- 3.8.1. The Department shall pay Contractor a Fixed O&M Fee for COB On Demand each month for Contractor delivering all Plans, Documents, Deliverables or Work Components in compliance and providing O&M Services for COB On Demand as described in Exhibit B, Section 15.2.14 Contractor shall submit the Monthly Contract Management Report (DEL CM 1.2) as outlined in the Exhibit B - Statement of Work (SOW) prior to invoicing for the month. Upon the Department’s approval of the Monthly Contract Management Report (DEL CM 1.2), the Department will issue the payment for the Fixed O&M Fee described in this Section.
- 3.8.2. No additional amounts shall be added by either Party to the O&M Monthly Fee, whether such amounts are license fees, subscription fees, hosting fees, operational fees, maintenance fees, or labor costs, or any other type of fee, compensation, or amount. Section 3.8.2 does not prevent the Parties from amending Section 3.8 at a future time.

3.8.3. The Department shall pay the Contractor a Fixed O&M Fee for services in equal monthly increments for COB on Demand option as shown in the table below.

Operations & Maintenance Payments for Services	Fixed Monthly Amount	Fixed Annual Amount
SFY25 (Go-Live – June 30, 2025)	\$21,977.00	\$43,954.00
SFY26 (July 1, 2025 – June 30, 2026)	\$22,022.00	\$264,264.00
SFY27 (July 1, 2026 – June 30, 2027)	\$22,068.00	\$264,816.00
SFY28 (July 1, 2027 – June 30, 2028)	\$22,115.00	\$265,380.00
SFY29 (July 1, 2028 – June 30, 2029)	\$22,163.00	\$265,956.00
SFY30 (July 1, 2029 – April 30, 2030)	\$22,205.00	\$222,050.00
Total		\$1,326,420.00

Table 31 – O&M Payments for Services for COB on Demand

4. CMS INTEROPERABILITY AND PATIENT ACCESS (PAI) FINAL RULE

4.1. Operations & Maintenance (O&M)

4.1.1. The Department will pay Contractor O&M Fee for CMS Interoperability and Patient Access (PAI) Final Rule each month for Contractor delivering all Plans, Documents, Deliverables or Work Components in compliance and providing Licenses and O&M Services for CMS Interoperability and Patient Access (PAI) Final Rule as described in this Contract. Contractor shall submit the Monthly Contract Management Report (DEL CM 1.2) as outlined in Exhibit B - Statement of Work (SOW) prior to invoicing. Upon the Department’s approval of the Monthly Contract Management Report (DEL CM 1.2), the Department will issue the payment for the O&M Fee described in this Section.

4.1.2. No additional amounts shall be added by either Party to this Monthly Fee, whether such amounts are license fees, subscription fees, hosting fees, operational fees, maintenance fees, or labor costs, or any other type of fee, compensation, or amount. This Section does not prevent the Parties from amending this Section at a future time.

4.1.3. The Department will pay the Contractor O&M Fee monthly based on the Per Member Per Month (PMPM) as shown in the table below. The record count for PMPM will be based on a report from the Contractor showing the monthly record count of unique members whose eligibility is sent to and processed by the PAI solution in the last week of the subject invoice month. The Department may periodically audit or verify counts based on reporting from the EDW and internal counts. The Monthly PMPM member count used by the Contractor to invoice shall be provided monthly by Contractor in the Monthly Contract Management Report (DEL CM 1.2).

4.1.4. The PMPM amount shown in the table below is based on members per month. The table includes the standard pricing based on the agreed-upon number of members over the pre-approved time period. To reflect volume pricing, the PMPM O&M fee will increase by 1% per 100,000 members for a PMPM member count that is lower than listed in the table below. The PMPM O&M fee will decrease by 1% per 100,000 members that is above the member count as shown below.

Per Member Per Month Pricing						
Members	SFY25	SFY26	SFY27	SFY28	SFY29	SFY30
1,300,001 - 1,400,000	\$0.0731	\$0.07350	\$0.07510	\$0.0766	\$0.0782	\$0.07960
1,400,001 - 1,500,000	\$0.0724	\$0.07277	\$0.07435	\$0.0758	\$0.0774	\$0.07880
1,500,001 - 1,600,000	\$0.0716	\$0.07204	\$0.07361	\$0.0751	\$0.0766	\$0.07802
1,600,001 - 1,700,000	\$0.0709	\$0.07132	\$0.07287	\$0.0743	\$0.0759	\$0.07724
1,700,001 - 1,800,000	\$0.0702	\$0.07060	\$0.07214	\$0.0736	\$0.0751	\$0.07646
1,800,001 - 1,900,000	\$0.0695	\$0.06990	\$0.07142	\$0.0728	\$0.0744	\$0.07570
1,900,001 - 2,000,000	\$0.0688	\$0.06920	\$0.07071	\$0.0721	\$0.0736	\$0.07494

Table 32 – O&M Fee based on PMPM

4.1.5. The Maximum funding available for CMS Interoperability and Patient Access (PAI) Final Rule each State Fiscal Year (SFY) is shown in the table below.

Period	Maximum Annual Amount
SFY25 (May 1, 2025 – June 30, 2025)	\$283,633.83
SFY26 (July 1, 2025 – June 30, 2026)	\$1,711,077.96
SFY27 (July 1, 2026 – June 30, 2027)	\$1,825,395.36
SFY28 (July 1, 2027 – June 30, 2028)	\$1,943,022.12
SFY29 (July 1, 2028 – June 30, 2029)	\$1,985,375.64
SFY30 (July 1, 2029 – April 30, 2030)	\$1,685,056.70
Total	\$9,433,561.61

Table 33 – Maximum Annual O&M Amount

4.2. Quarterly SLA Performance Standard – Quality Maintenance Payments (QMPs)

4.2.1. The Department shall pay Contractor each of the QMPs identified in Table below quarterly based on Contractor’s satisfaction of certain SLAs outlined in Exhibit J, Tab J.9 SLA Interoperability which shall include all the following:

4.2.1.1. Exhibit J, Tab J.9 SLA Interoperability, J9.1 (50%)

4.2.1.2. Exhibit J, Tab J.9 SLA Interoperability, J9.2 (50%)

4.2.2. If the Contractor fails to meet or exceed an SLA, or any component of an SLA, or fails to measure or report performance on an SLA and during a period, then the Contractor shall not earn a Quarterly QMP Payment for that SLA.

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

4.2.4. Please refer to Exhibit J, Tab J.9 SLA Interoperability for Performance Standard, for detailed narratives for each SLA identified in this Section. The amounts listed below reflect a 15% holdback on O&M Fee from Contractor which Contractor may earn for meeting or exceeding

each SLA. The table below illustrates payments based on 1,400,000 for each State Fiscal Year.

Period	Estimated Quarterly Payment (85%)	Estimated QMPs (15%)	Estimated Total Quarterly Amount (100%)	Total Amount for SFY
SFY25 (May 1, 2025 – June 30, 2025)	\$260,967.00	\$46,053.00	\$307,020.00	\$204,680.00
SFY26 (July 1, 2025 – June 30, 2026)	\$262,395.00	\$46,305.00	\$308,700.00	\$1,234,800.00
SFY27 (July 1, 2026 – June 30, 2027)	\$268,107.00	\$47,313.00	\$315,420.00	\$1,261,680.00
SFY28 (July 1, 2027 – June 30, 2028)	\$273,462.00	\$48,258.00	\$321,720.00	\$1,286,880.00
SFY29 (July 1, 2028 – June 30, 2029)	\$279,174.00	\$49,266.00	\$328,440.00	\$1,313,760.00
SFY30 (July 1, 2029 – April 30, 2030)	\$284,172.00	\$50,148.00	\$334,320.00	\$1,114,400.00
Totals				\$6,416,200.00

Table 34 – Payments for 1,400,000 Members

J9.1	J9.2	Estimated Quarterly QMPs
\$23,026.50	\$23,026.50	\$46,053.00
\$23,152.50	\$23,152.50	\$46,305.00
\$23,656.50	\$23,656.50	\$47,313.00
\$24,129.00	\$24,129.00	\$48,258.00
\$24,633.00	\$24,633.00	\$49,266.00
\$25,074.00	\$25,074.00	\$50,148.00

Table 35 – Quarterly QMP Payments for 1,400,000 Members

4.3. Payer-To-Payer (Optional Services)

- 4.3.1. The Department will pay Contractor DDI Fee of \$45,000.00 for implementing Payer-to-Payer API for Contractor delivering all Plans, Documents, Deliverables or Work Components in compliance and providing Services for Payer-to-Payer API.
- 4.3.2. The Department will pay Contractor O&M Fee for Payer-to-Payer API each quarter for Contractor delivering all Plans, Documents, Deliverables or Work Components in compliance and providing Services for Payer-to-Payer API. Contractor shall submit the Monthly Contract Management Report (DEL CM 1.2) as outlined in Exhibit B - Statement of Work (SOW) prior to invoicing for the quarter. Upon the Department’s approval of the Monthly Contract Management Report (DEL CM 1.2), the Department will issue the payment for the Payer-to-Payer O&M Fee described in this Section.
- 4.3.3. No additional amounts shall be added by either Party to this Monthly Fee, whether such amounts are subscription fees, hosting fees, operational fees, maintenance fees, or labor costs, or any other type of fee, compensation, or amount. This Section does not prevent the Parties from amending this Section 4.3 at a future time.
- 4.3.4. The Department will pay the Contractor Payer-to-Payer O&M Fee based on the Per Member Per Month (PMPM) as shown in the table below. The record count for PMPM will be based

on a report to the Department and Contractor from the EDW showing the monthly record count of members whose eligibility is sent to and processed by the PAI solution.

- 4.3.5. The PMPM amount shown in the table below is based on 2,056,000 Members per month based on the report to the Department and Contractor from the EDW showing the monthly record count of members whose eligibility is sent to and processed by the PAI solution..

Period	Quarterly Payments	Total Annual Payment
SFY27 (Jan 1, 2027 – June 30, 2027)	\$38,508.00	\$77,016.00
SFY28 (July 1, 2027 – June 30, 2028)	\$39,132.00	\$156,528.00
SFY29 (July 1, 2028 – June 30, 2029)	\$39,984.00	\$159,936.00
SFY30 (July 1, 2029 – April 30, 2030)	\$40,725.00	\$135,750.00
Totals		\$529,230.00

Table 36 – Payer-to-Payer O&M Fee based on PMPM

- 4.3.6. The PMPM incremental amount shown in the table below is based on per 100K Members per year over 2,056,000 Members.

Period	Estimated Quarterly Payment
SFY27 (July 1, 2026 – June 30, 2027)	\$7,410.00
SFY28 (July 1, 2027 – June 30, 2028)	\$7,572.00
SFY29 (July 1, 2028 – June 30, 2029)	\$7,738.00
SFY30 (July 1, 2029 – April 30, 2030)	\$7,907.00

Table 37 – Payer-to-Payer Incremental Fee based on PMPM

5. MODIFICATION, ENHANCEMENTS AND CHANGE REQUESTS FOR ALL MODULES

- 5.1. Table 39 describes the hourly rates that Contractor shall use to invoice for all Change Requests under the Modification and Enhancement Work
- 5.2. While no amount of compensation related to Modification and Enhancement Hours is guaranteed, the total amount of funding available for Modification and Enhancement for each fiscal year is as follows:

Period	Maximum Enhancement Funding
SFY25 (May 1, 2025 – June 30, 2025)	\$1,593,714.00
SFY26 (July 1, 2025 – June 30, 2026)	\$9,597,058.00
SFY27 (July 1, 2026 – June 30, 2027)	\$9,806,498.00
SFY28 (July 1, 2027 – June 30, 2028)	\$10,020,715.00
SFY29 (July 1, 2028 – June 30, 2029)	\$10,239,379.00
SFY30 (July 1, 2029 – April 30, 2030)	\$8,687,469.17
Total	\$49,944,833.17

Optional Years*	Maximum Enhancement Funding
SFY30 (May 1, 2030 – June 30, 2030)	\$1,775,345.34
SFY31 (July 1, 2030 – June 30, 2031)	\$10,691,125.65
SFY32 (July 1, 2031 – June 30, 2032)	\$10,924,418.81
SFY33 (July 1, 2032 – June 30, 2033)	\$11,162,802.71
SFY34 (July 1, 2033 – June 30, 2034)	\$11,406,388.43
SFY35 (July 1, 2034 – April 30, 2035)	\$11,655,289.49
Total	\$57,615,370.43
Grand Total	\$107,560,203.60

Table 38 – Modification and Enhancement Funding for All Modules

- 5.3. The Department may increase or decrease the funding the amount available in this Section using an Option Letter substantially like Exhibit F, Sample Option Letter.
- 5.4. The hourly rates to be used for the calculations described in this Section for each SFY are shown in the table below:

Role	SFY26	SFY27	SFY28	SFY29	SFY29	SFY30	SFY31	SFY32	SFY33	SFY34
Configuration	\$138.05	\$141.06	\$144.14	\$147.29	\$150.51	\$153.80	\$157.16	\$160.59	\$164.10	\$167.68
Business Analyst	\$137.85	\$140.86	\$143.94	\$147.08	\$150.29	\$153.57	\$156.92	\$160.35	\$163.85	\$167.43
Customization /Architect	\$149.52	\$152.78	\$156.12	\$159.53	\$163.01	\$166.57	\$170.21	\$173.93	\$177.73	\$181.61
Project Manager	\$166.04	\$169.66	\$173.36	\$177.14	\$181.01	\$184.96	\$189.00	\$193.13	\$197.35	\$201.66

Table 39 – Hourly Rates for All Modules

6. SOC2 AUDIT

- 6.1. The Department will pay Contractor a fixed payment for a SOC2 Audit for all components of this Exhibit C. SOC 2, Type II Report (DEL SC 1.2) Audit/Assessment Report (DEL SC 1.4) DEL SC 1.5 Corrective action plan (CAP), plan of action & milestones (POA&M), or other similar document detailing how the Contractor will address and resolve all findings in the audit/assessment report and the timeline for addressing each finding.

SOC2	Fixed Payment
SFY26 (July 1, 2025 – June 30, 2026)	\$193,216.90
SFY27 (July 1, 2026 – June 30, 2027)	\$197,274.80
SFY28 (July 1, 2027 – June 30, 2028)	\$201,417.70
SFY29 (July 1, 2028 – June 30, 2029)	\$205,648.15
SFY30 (July 1, 2029 – June 30, 2030)	\$209,967.00
Total	\$1,007,524.55

Optional Years*	Fixed Payment
SFY31 (July 1, 2030 – June 30, 2031)	\$214,376.55
SFY32 (July 1, 2031 – June 30, 2032)	\$218,878.71
SFY33 (July 1, 2032 – June 30, 2033)	\$223,475.41
SFY34 (July 1, 2033 – June 30, 2034)	\$228,168.66
SFY35 (July 1, 2034 – June 30, 2035)	\$232,960.46
Total	\$1,117,859.79
Grand Total	\$2,125,384.34

Table 40 – SOC2 Payments

- 6.2. The Department shall pay Contractor QMPs associated with SOC2 Audit annually based on Contractor’s satisfaction of following SLAs outlined in Exhibit J:
 - 6.2.1. Exhibit J, Tab J.8 SLA J5.41 (100%)
- 6.3. If the Contractor fails to meet or exceed an SLA, or any component of an SLA, or fails to measure or report performance on an SLA listed in Section 6.2.1 and Table 41 – QMP Payments for **SOC2** during a period, then the Contractor shall not earn a QMP Payment for that SLA.
- 6.4. If the Contractor and the Department disagree over whether the Contractor’s performance meets the required SLA, whether the associated QMP is required to be paid, or any other disagreements related to this Section, the Parties shall utilize dispute resolution process in **§14**, Dispute Resolution of the Contract.

SOC2	SLA J5.41 Payment
SFY26 (July 1, 2025 – June 30, 2026)	\$34,097.10
SFY27 (July 1, 2026 – June 30, 2027)	\$34,813.20
SFY28 (July 1, 2027 – June 30, 2028)	\$35,544.30
SFY29 (July 1, 2028 – June 30, 2029)	\$36,290.85
SFY30 (July 1, 2029 – June 30, 2030)	\$37,053.00
Total	\$177,798.45
Optional Years*	SLA J5.41 Payment
SFY31 (July 1, 2030 – June 30, 2031)	\$37,831.16
SFY32 (July 1, 2031 – June 30, 2032)	\$38,625.65
SFY33 (July 1, 2032 – June 30, 2033)	\$39,436.84
SFY34 (July 1, 2033 – June 30, 2034)	\$40,265.06
SFY35 (July 1, 2034 – June 30, 2035)	\$41,110.67
Total	\$197,269.38
Grand Total	\$375,067.83

Table 41 – QMP Payments for SOC2

7. DE-IDENTIFICATION TOOL

7.1. One Time Payments for deidentification tool.

- 7.1.1. The Department shall pay Contractor a fixed payment for each of the Payment Milestones, which are identified in Section 7.1.4 below, that are approved and accepted by the Department during the DDI of the deidentification tool.
- 7.1.2. The Department will pay a fixed amount for each of these Payment Milestones upon implementation and after the Department has accepted and approved all Deliverables corresponding to the identified Payment Milestones as identified in “Exhibit B, Section §14.1 Deliverables.”
- 7.1.3. Each Payment Milestone payment shall be paid only once to Contractor.
- 7.1.4. The Department shall pay Contractor a Fixed Payment for each of the following fully completed Payment Milestones that are accepted and approved by the Department:

Description	Fixed Payment
DELIVERABLE Project Charter for the De-identification tool (DEL TR 1.11.1)	\$75,000
DELIVERABLE Functional Requirements Specification Document for the De-identification tool (DEL TR 1.11.2)	\$100,000
DELIVERABLE Production ready De-identification tool (DEL TR 1.11.3)	\$35,450
Total	\$210,450.00

Table 42 –Deidentification Tool DDI Payment

7.2. O&M Payments for deidentification tool.

- 7.2.1. The Department shall pay the Contractor a Fixed O&M Fee for services in equal monthly increments for the deidentification tool as shown in the table below.

Operations & Maintenance Payments for Services	Fixed Monthly Amount	Fixed Annual Amount
SFY25 (Go-Live – June 30, 2025)	\$18,817.00	\$ 37,634.00
SFY26 (July 1, 2025 – June 30, 2026)	\$18,973.00	\$227,676.00
SFY27 (July 1, 2026 – June 30, 2027)	\$19,601.00	\$235,212.00
SFY28 (July 1, 2027 – June 30, 2028)	\$20,255.00	\$243,060.00
SFY29 (July 1, 2028 – June 30, 2029)	\$20,935.00	\$251,220.00
SFY30 (July 1, 2029 – April 30, 2030)	\$21,532.00	\$215,320.00
Total		\$1,210,122.00
Optional Years*	Fixed Monthly Amount	Fixed Annual Amount
SFY30 (May 1, 2030 – June 30, 2030)	\$22,001.40	\$44,002.80
SFY31 (July 1, 2030 – June 30, 2031)	\$22,481.03	\$269,772.34
SFY32 (July 1, 2031 – June 30, 2032)	\$22,971.11	\$275,653.37
SFY33 (July 1, 2032 – June 30, 2033)	\$23,471.88	\$281,662.62
SFY34 (July 1, 2033 – June 30, 2034)	\$23,983.57	\$287,802.86
SFY35 (July 1, 2034 – April 30, 2035)	\$24,506.41	\$245,064.14
Total		\$1,403,958.13

Grand Total		\$2,614,080.13
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Table 43 –Deidentification Tool Payments

***Optional Years:** The Department has the option to 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.

If the Department exercises its option to extend the Contract beyond five years, Contractor and the Department have agreed to compensation for the Contract in those additional years, making sure any compensation for the Contract is in compliance with any applicable statute, rule, regulation, or Department requirements.

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. ACA Provider Screening Rule – The Affordable Care Act authorized CMS to establish screening levels for enrolling providers in federal health care programs, including Medicaid and CHIP. Screening levels for Medicare, Medicaid, and CHIP providers are based on the risk of fraud, waste, or abuse posed by each provider type.
 - 1.1.2. Action Item – A discrete task that must be accomplished, usually by a single individual or a small team or group.
 - 1.1.3. Advanced Analytics - the autonomous or semi-autonomous examination of data or content using sophisticated techniques and tools.
 - 1.1.4. Annual Cost Savings Report - A report that identifies cost savings during a year that results from the implementation of a project.
 - 1.1.5. Application Lifecycle Management (ALM) – A set of processes and tools that govern the development and maintenance of computer systems.
 - 1.1.6. Application Program Interface (API) – A set of routines, protocols, and tools for building software applications.
 - 1.1.7. 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.
 - 1.1.8. Batch and Batch File – A file that contains a sequence, or batch, of commands. Batch files are used for storing sets of commands that are always executed together because the batch file name can be entered instead of each command individually.
 - 1.1.9. Business Continuity and Disaster Recovery Plan (BCDR) - A plan used to minimize the effects of outages and disruptions on business operations and reduces the risk of data loss and improves operations while decreasing the chance of emergencies.
 - 1.1.10. Business Day - Refers to any day in which normal business operations are conducted, excluding weekends and State determined holidays.
 - 1.1.11. Business Hours – The hours of the day during which business is transacted. The open and close schedule that a business determines for its operations. Department working hours are weekdays from 8:00 a.m. to 5:00 p.m. Mountain Time.
 - 1.1.12. 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.
 - 1.1.13. Business Processes - A series of related tasks that result in a desired output; it is an established set of repeatable activities.

- 1.1.14. Business Process Improvement Plan - A practice in which enterprise leaders analyze their business processes to identify areas where they can improve accuracy, effectiveness and efficiency and then make changes within the processes to realize these improvements.
- 1.1.15. Business Rules Engine (BRE) – A software system that executes one or more pre-configured business rules in a runtime production environment. A BRE externalizes business rules from application code and allows them to be modified without IT intervention.
- 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 Management Plan/Process - A document that outlines the strategy and procedures necessary for dealing with a new project or organizational change.
- 1.1.18. Change Request – A formal proposal to modify a document, Deliverable, or baseline; a formal proposal to make a System change; or a formal proposal to make any other System modification.
- 1.1.19. Change Request Board – An established committee that reviews proposed changes from the original baseline requirements that were agreed upon by the Department. If any change is approved by the committee, the change is communicated to the project team and the client, and the requirement is baselined with the change.
- 1.1.20. 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.
- 1.1.21. Closeout Period – A period of time beginning on the earlier of ninety (90) days prior to the end of the last renewal year of a contract by the Department of non-renewal and ending on the day that the Department has accepted the final deliverable for the time period
- 1.1.22. CMS-64 Report – A reporting of expenditures for which states are entitled to Federal reimbursement under Title XIX.
- 1.1.23. 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.
- 1.1.24. CMS Testing Guidance Framework – A testing framework developed by CMS that details actions and deliverables that are required for states to demonstrate and/or provide as evidence for certification.
- 1.1.25. Colorado Revised Statutes (C.R.S.) – The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.
- 1.1.26. Communications Management Plan - A plan that defines each team member’s responsibilities regarding communication and which channels are best.
- 1.1.27. Conceptual Design - The primary objective to creatively materialize an idea.

- 1.1.28. Conceptual Design Document - A document that details the tip level design activities for the project leading t the seletion of a baseline design.
- 1.1.29. Condition Notification – The ability to determine what automatic notifications are acceptable and those that should be manual.
- 1.1.30. Configuration and Customization - The arrangement or set-up of hardware and software that make up a computer system. This process allows for customization needed to meet the requirements for a specific computer program.
- 1.1.31. Configuration Management - The process of maintaining an actively used system such as computer hardware or software in a desired state.
- 1.1.32. Consultative Support Services - The assistance provided to a company upon request related to best practices and optimization of software.
- 1.1.33. 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.
- 1.1.34. Contract - A written agreement, that is intended to be enforceable by law.
- 1.1.35. Contract Manager - A person who works to ensure that legal documents move smoothly and quickly from creation, through collaboration and negotiation to signature.
- 1.1.36. Contract Stage - The point in time where the work of building a contract is created, negotiated, collaborated, reviewed, approved and executed.
- 1.1.37. Contract Term - The length of time a contract is executed for.
- 1.1.38. 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.
- 1.1.39. Contractor – A party that undertakes a contract to provide materials and/or labor to perform a service or do a job.
- 1.1.40. Core Module - A compulsory module which is essential to achieving the outcomes for a particular program.
- 1.1.41. Core Project Schedule - A document that, with respect to each Phase of the Project, identifies, coordinates and integrates the anticipated design and construction schedules, the Contracting Authority’s and Owner's responsibilities, government authority reviews and other activities as are necessary for the timely completion of the Work.
- 1.1.42. Customer Service Management Tool (CSM) - A cloud-based customer service tool that provides the ability to monitor, communicate, determine workflow and gives necessary knowledge to staff in order for them to complete the duties of their positions.
- 1.1.43. 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
- 1.1.44. Data Governance Board (Council) - A board that provides executive leadership and oversight for the development and implementation of the policies and processes which govern the collection or creation, management, use and disclosure of data.
- 1.1.45. Data Integration – The process of combining data from different sources into a single, unified view. It involves discovering, moving, and transforming data from multiple source systems.

- 1.1.46. Data Integration Testing – The process of verifying that the data from various sources is integrated and transformed according to the business rules and requirements. Data integration testing can be done at different levels, such as unit testing, system testing, and end-to-end testing.
- 1.1.47. Defect – A genuine error, malfunction, fault, or failure which prevents the System from operating as intended.
- 1.1.48. Deliverable - Describes the quantifiable goods or services that must be provided upon the completion of a project.
- 1.1.49. Deliverable Expectations Document (DED) – Document that provides a basis for the development and submission of a resulting deliverable. A DED is a tool used to avoid miscommunication and ensure that the Department and contractor (or other participating parties) possess a mutual understanding of content and scope of the deliverable.
- 1.1.50. Deliverable Management Plan – A written document that describes project-wide processes that are used to manage component/module review and acceptance.
- 1.1.51. Demonstration - A practical exhibition and explanation of how something works or is performed.
- 1.1.52. Department – Colorado Department of Health Care Policy & Financing (HCPF)
- 1.1.53. Department Staff – Colorado Department of Health Care Policy & Financing (HCPF) State employees or contracted personnel, as determined by the Department.
- 1.1.54. 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.
- 1.1.55. Deployment – The process of bringing resources into effective action.
- 1.1.56. Design, Develop and Implementation (DDI) Phase – Component of the contract that describes the design, development and implementation of a technology solution.
- 1.1.57. Development Environment – An environment used for developing, testing and debugging an application or program.
- 1.1.58. 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.
- 1.1.59. Dispute Process – The process described in the Contract for the Contractor and the Department to follow to resolve all debates or disagreements between the Department and Contractor.
- 1.1.60. Division Director – A Director in the Colorado Department of Health Care Policy & Financing (HCPF).
- 1.1.61. Document - A piece of written, printed, or electronic matter that provides information or evidence or that serves as an official record.
- 1.1.62. Document Management Plan - A systematic approach to organizing, storing, and maintaining important company documents in an efficient and secure manner.
- 1.1.63. Electronic Documentation Management System (EDMS) – A system that digitally captures, indexes and stores inbound and outbound information for use in the Colorado interChange (iC) MMIS and supporting service functions.

- 1.1.64. Enhancement – Incremental improvements to existing processes and/or system components that are completed as part of the Operations and Enhancement (O&M) phase of the contract.
- 1.1.65. Enhancement Pool - An aggregate collection of dollars needed to fund Enhancements to ensure programs are up to date with new technologies needed to perform their functions.
- 1.1.66. 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).
- 1.1.67. Enterprise Architecture Tool - A tool that provides a means to model the business and IT aspects of the enterprise in support of business outcome delivery.
- 1.1.68. Enterprise Solution Integration (ESI) Platform – Common integration platform, managed by the ESI Contractor, that assures data and integration between MES modules is consistent, secure, and available.
- 1.1.69. Enterprise Solution Integration (ESI) Contractor – Contractor whose responsibility is to establish and manage standards, processes and technology that assure all MES modules and related vendors seamlessly support Department goals.
- 1.1.70. Enterprise Solution Integration (ESI) Data Governance Council – The governing body that has the authority, control, and shared decision making (e.g. planning, monitoring, and enforcement) over the management of data assets.
- 1.1.71. Environment - A hardware platform and the operating system that is used in it.
- 1.1.72. e-signature envelope – a container for documents that you send to a recipient to electronically sign and can have one document or many documents.
- 1.1.73. Exhibit - A written document used to define the extent to which a contract must be executed.
- 1.1.74. Existing System – All of the MES systems in existing as of the Effective Date.
- 1.1.75. Existing Vendors – The MES Vendors associated with each MES-related contract at the time of the Effective Date.
- 1.1.76. Feedback - Information about reactions to a product which is used as a basis for improvement.
- 1.1.77. Fiscal Agent Operations - An entity that has oversight of provider enrollment, claims processing and payment, management of the MMIS system.
- 1.1.78. 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.
- 1.1.79. 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.
- 1.1.80. Go-Live – The time during a Project at which a Contractors’ solution or product is officially released into production.
- 1.1.81. Health First Colorado – Colorado’s Medicaid Program.

- 1.1.82. Health Insurance Portability and Accountability Act (HIPAA) – The Health Insurance Portability and Accountability Act of 1996, as amended.
- 1.1.83. Health Information Trust Alliance (HITRUST) – A non-profit company that delivers data protection standards and certification programs to help organizations safeguard sensitive information, manage information risk, and reach their compliance goals.
- 1.1.84. Health Insurance Buy-In Data - Information received regarding a program that is utilized to help pay premiums for Medicare issued for eligible individuals.
- 1.1.85. Improvements – Planned enhancements to processes and/or system components that are tied to Department-defined strategic goals and objectives, documented in the Business Process Improvement Plan deliverable and implemented as part of the Transition Phase of the contract.
- 1.1.86. Incumbent - The incumbent is the current holder of a contract..
- 1.1.87. 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.
- 1.1.88. Integration Testing – A phase in software testing in which individual software modules are combined and tested as a group. Integration testing is conducted to evaluate the compliance of a system or component with specified functional requirements and follows unit and system testing in the testing lifecycle.
- 1.1.89. Interfaces – Any or all of the interfaces needed to complete full functionality of the Solution.
- 1.1.90. Issues – A negative result, outcome, or action that has already occurred.
- 1.1.91. Joint Transition Board - Staff that will be responsible for the weekly review of all transition activities to ensure the smooth transition of the various modules to the new system vendor(s).
- 1.1.92. Key Personnel – The position or positions that are specifically designated as such in this Contract.
- 1.1.93. Knowledge Management (KM) – A collection of methods relating to creating, sharing, using and managing the knowledge and information of an organization.
- 1.1.94. Legacy System - The current operational system or outdated computing software or hardware that is still in use, but it is older technology and won't allow interaction with newer systems.
- 1.1.95. 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.
- 1.1.96. Maintenance and Operations Phase – The period of time after which a Project has moved from DDI and into production.
- 1.1.97. Major Release - An introduction of new software or an updated version of the software with new features and functionality.
- 1.1.98. Mapping Document - A technical document that matches fields from one database to another.
- 1.1.99. Master Schedule – A consolidated plan that is maintained by the Department that contains tasks, dependencies, resources, milestones, and planned hours for the overall MES program.

- 1.1.100. Medicaid/MES Ecosystem – The complex network or interconnected systems under the Department’s Medicaid umbrella.
- 1.1.101. Medicaid Enterprise Solutions (MES) – The MMIS, PBMS, CBMS, and BIDM systems.
- 1.1.102. MediSpan – An embedded drug data and automated clinical screening solution designed to support clinicians with making better informed medication-related decisions. It also provides the data backbone and support to healthcare organizations to help expand services, streamline processes, and analyze data.
- 1.1.103. 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.
- 1.1.104. Meeting Minutes – Captures the attendees, the discussion topics, Action Items and next steps, and decisions made during the meeting.
- 1.1.105. Meeting Records – Are the recorded or written Meeting Agenda, Meeting Minutes, and any related documentation, videos, or attachments.
- 1.1.106. Member – Any individual enrolled in the Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
- 1.1.107. MES Department Contacts – Designated Department points of contact for MES procurements, contracts, and Project Management communications.
- 1.1.108. MES Ecosystem – The Medicaid Enterprise Solutions along with the MIDA Integration Platform.
- 1.1.109. MES Governance Plan – Policies and procedures that govern the ESI Platform and integrations.
- 1.1.110. MES Module(s) – All MES components residing within the BIDM, CBMS, MMIS, or PBMS systems, or that once resided in the BIDM, CBMS, MMIS, or PBMS systems that the Department reconfigures into its own module with the MIDA Integration Platform.
- 1.1.111. MES Standards – Aligned with CMS MITA conditions and standards, Colorado OIT, and Enterprise Project Management Office (EPMO) standards, tools, templates, and processes, and encompassing the Department’s standards and best practices for MES data governance, data quality controls, Integration file exchange, data model maintenance, and technical and Consultative Support Services,
- 1.1.112. 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).
- 1.1.113. Metamodel - A model that consists of statements about models and it defines all of the layers in the architecture. It is also a model but its universe of discourse is a set of models namely those models that are of interest to the creator of the metamodel.
- 1.1.114. MIDA Project(s) – The portfolio of Medicaid MES Module Projects under the Medicaid Enterprise Solutions Integration, Data & Alignment (MIDA) Service Integrator contracted scope of work.
- 1.1.115. 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.

- 1.1.116. Modularity - The degree to which a system's components may be separated and recombined.
- 1.1.117. Off-Schedule - Completing a project later than planned.
- 1.1.118. Operations and Enhancement (O&M) Phase – The phase when the product or service, resulting from the Project, starts to be used in operations mode.
- 1.1.119. Operational Readiness Assessment – 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.
- 1.1.120. 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.
- 1.1.121. Other Personnel – Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.
- 1.1.122. Pass/Failure Rate - The rate at which a person or program passes or fails testing criteria.
- 1.1.123. Pass-through Costs-
- 1.1.124. Performance/Stress Testing – Performance testing is a non-functional software testing technique that determines how the stability, speed, scalability, and responsiveness of an application holds up under a given workload. It includes smoke (technical validation), load (target production load) and stress (overloaded volume) testing of the end-to-end system including batch/ETL jobs.
- 1.1.125. PMBOK - A guide to the knowledge of the basic, canonical knowledge pertaining to project managers.
- 1.1.126. Product Roadmap - Defines the strategic mission and vision and outlines the product vision.
- 1.1.127. 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.
- 1.1.128. Production Incident – A service disruption that requires a corrective action.
- 1.1.129. Production Ready – After System testing, a System that is free of Defects and is ready for Go-Live into the production environment.
- 1.1.130. Project – A Project defines the Work to be completed, as identified in Exhibit B.
- 1.1.131. Project Artifact – Anything the Contractor produces during the performance of the Work.
- 1.1.132. Project Management – The use of specific knowledge, skills, tools, and techniques to deliver something of value to people and the process of leading the work of a team to achieve all Project goals within the given constraints.
- 1.1.133. Project Management Plan (PMP) – A series of formal documents that define the execution and control stages of a project.

- 1.1.134. Project Repository – An archive of all project related documentation, including plans, risk/issue logs, decision logs, meeting minutes, etc., that is accessible by all related project staff.
- 1.1.135. 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.
- 1.1.136. Protected health Information (PHI) - Any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act
- 1.1.137. 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.
- 1.1.138. Provider Call Center – Call center whose mission is to answer questions and resolve issues for Medicaid Providers that service Members of Health First Colorado.
- 1.1.139. 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.
- 1.1.140. Quality Assurance (QA) – The process or actions taken to ensure a product meets all of its requirements. Quality assurance is often used to track compliance and maintain consistent product management output over time.
- 1.1.141. 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.
- 1.1.142. Recovery Point Objective - The maximum amount of data – as measured by time – that can be lost after a recovery from a disaster, failure, or comparable event before data loss will exceed what is acceptable to an organization.
- 1.1.143. Recovery Time Objective - The maximum acceptable time that an application, computer, network, or system can be down after an unexpected disaster, failure, or comparable event takes place.
- 1.1.144. Requirement - A condition which is used in the development of an IT system. These are the functions, features and constraints that need to be met by the final product.
- 1.1.145. Requirements Specification – A collection of all requirements that are to be imposed on the design and verification of the product and that also contains other related information necessary for the design, verification, and maintenance of the product.
- 1.1.146. Resolution Document – The Corrective action plan (CAP), plan of action & milestones (POA&M), or other similar document detailing how the Contractor will address and resolve all findings in the audit/assessment report and the timeline for addressing each finding.
- 1.1.147. Risk – An uncertain event or condition that, if it occurs, has a positive or negative effect on a Project’s objectives.

- 1.1.148. 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.
- 1.1.149. Safe Harbor - An act related to the real-time interface requests Data must be relevant and related to the purpose it was collected.
- 1.1.150. 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.
- 1.1.151. Service Level Agreement (SLA) –A set of standards that codifies performance expectations between the Contractor and the Department.
- 1.1.152. Service Organization Control 1 (SOC 1) Type II – A service organization compliance framework developed by the American Institute of Certified Public Accountants (AICPA). The primary purpose is to review internal controls and ensure that that are effective over a period of time.
- 1.1.153. Service Organization Control 2 (SOC 2) Type II – A cybersecurity compliance framework developed by the American Institute of Certified Public Accountants (AICPA). The primary purpose of SOC 2 is to ensure that third-party service providers store and process client data in a secure manner.
- 1.1.154. State – State of Colorado Department of Healthcare Finance and Policy
- 1.1.155. State Fiscal Year - The period of time from July 1 to June 30 of the following year.
- 1.1.156. System Development Lifecycle (SDLC) – A set of Department approved processes that governs planning, creating, testing, and deploying new technologies.
- 1.1.157. 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.
- 1.1.158. 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.
- 1.1.159. Start-Up Period – The period starting on the Effective Date and ending on the Operational Start Date.
- 1.1.160. State - Refers to the State of Colorado and its entities that provide services directly or indirectly to Coloradans.
- 1.1.161. System(s) – The MIDA Integration Platform and the MES Ecosystem.
- 1.1.162. System Testing – Testing technique whose purpose is to confirm that functions within a system are interacting appropriately.
- 1.1.163. 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.
- 1.1.164. 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.

- 1.1.165. 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.
- 1.1.166. Test Case -- The actions required to verify a specific requirement or set of requirements in software testing. The test case details the steps, data, prerequisites, and postconditions necessary to verify requirements.
- 1.1.167. Testing Environment – The environment where hardware and software components include configuration settings that are necessary to test and validate the application meets design specifications.
- 1.1.168. Testing Phase – The period of time during which the Contractor ensure the Project meets design specifications.
- 1.1.169. Tier I - Tier I is defined as the primary provider call center vendor that receives all initial calls and inquiries as they relate to Provider issues. The primary provider call center will receive and resolve all Tier I inquiries when resolution only requires providing information from the interchange system. Provider inquiries that require updating the system with new information or that require any type of reprocessing will constitute Tier II inquiries and will be forwarded to the Department's Fiscal Agent for resolution.
- 1.1.170. Tier II - Tier II support team members handle technical escalations and more advanced inquiries that are beyond the skills or knowledge of the first level customer service representatives. Tier II inquiries are issues or challenges that could not be solved by the first level because of either the complexity, the need for specific system or subject matter knowledge, or the issue has not previously been added to the Provider Call Center knowledge base. Tier II shall use the Department provided ticketing tool to manage the lifecycle of the inquiry/ticket.
- 1.1.171. Transition Phase – The process of migrating operations of the system, staff and related processes from the incumbent vendor, with minimum disruption of service.
- 1.1.172. Transmittal – An official document from the Department authorizing the Contractor to perform a specific function that is considered within the Contractor’s Scope-of-Work during the Contract, but a Transmittal may not be used for any changes that require an SDLC or follow the Change Management Process.
- 1.1.173. Unit Testing – Testing technique whose purpose is to confirm that a component is validated and functions as expected within the confines of the specification that it was developed.
- 1.1.174. 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)
- 1.1.175. User Acceptance Testing (UAT) – Testing technique whose purpose is for Department staff and other business testers to validate the solution meets pre-established requirements.
- 1.1.176. 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.

- 1.1.177. Warranty Period – Covers the period before project closure where the development team is responsible for resolving any defects or incidents discovered after release.
- 1.1.178. Work Products – The output of a project. They are the lowest level of project work that are individually estimated, budgeted, assigned, executed, measured, and controlled. Work products include both tangible things such as infrastructure installations and intangible things such as presentations.
- 1.1.179. 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.
- 1.1.180. Workforce Management (WFM) – The way in which the Contractor will strategically allocate people and resources to meet Producer Call Center Service Level Agreements.
- 1.1.181. 508/ADA -- Section 508 of the Rehabilitation Act of 1973. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities.

2. ACRONYMS AND ABBREVIATIONS

- 2.1. The following list is provided to assist the reader in understanding certain acronyms and abbreviations used in this Contract:
 - 2.1.1. ACA – Affordable Care Act
 - 2.1.2. ADKAR – Awareness, Desire, Knowledge, Ability, Reinforcement
 - 2.1.3. ALM – Application Lifecycle Management
 - 2.1.4. APD – Advanced Planning Document
 - 2.1.5. API – Application Programming Interface
 - 2.1.6. AWS – Amazon Web Services
 - 2.1.7. BIDM – Business Intelligence Data Management System
 - 2.1.8. BRE – Business Rules Engine
 - 2.1.9. CAP – Corrective Action Plan
 - 2.1.10. CEF – CMS Conditions for Enhanced Funding
 - 2.1.11. CFR – Code of Federal Regulations
 - 2.1.12. CHP+ – Child Health Plan Plus
 - 2.1.13. CMS – Centers for Medicare and Medicaid Services
 - 2.1.14. COE – Center of Excellence
 - 2.1.15. CORA –Colorado Open Records Act, C.R.S. §24–72–200.1, et. seq.
 - 2.1.16. COTS – Commercial off the Shelf
 - 2.1.17. CR – Certification Review
 - 2.1.18. CRM – Customer Relationship Management
 - 2.1.19. C.R.S. – Colorado Revised Statutes
 - 2.1.20. CRUD – Create, Read, Update and Delete

- 2.1.21. CSM – Customer Service Management
- 2.1.22. CPI – Consumer Price Index
- 2.1.23. CPI-U – CPI for all urban consumers
- 2.1.24. CTMS – Claims Transactions Management System
- 2.1.25. DDI – Design, Development, and Implementation
- 2.1.26. DED – Deliverables Expectations Document
- 2.1.27. EDI – Electronic Data Interchange
- 2.1.28. EDMS – Electronic Documentation Management System
- 2.1.29. EFT – Electronic Funds Transfer
- 2.1.30. EPMO – The Department’s Enterprise Project Management Office
- 2.1.31. ESI – Enterprise Solution Integration Platform
- 2.1.32. FAO – Fiscal Agent Operations
- 2.1.33. FFP – Federal Financial Participation
- 2.1.34. FHIR – Fast Healthcare Interoperability Resources
- 2.1.35. HCBS – Home and Community Based Services
- 2.1.36. HIPAA – Health Insurance Portability and Accountability Act of 1996, as amended.
- 2.1.37. HIT – State Medicaid Health Information Technology
- 2.1.38. HL7 – Health Level Seven International
- 2.1.39. iC – Colorado interChange MMIS
- 2.1.40. ICD – MES Interface Control Document
- 2.1.41. IMS – Integrated Master Schedule
- 2.1.42. ITN – Invitation to Negotiate
- 2.1.43. IVR – Interactive Voice Response
- 2.1.44. JSON – JavaScript Object Notation
- 2.1.45. KPI – Key Performance Indicators
- 2.1.46. MCO – Managed Care Organization
- 2.1.47. MES – Medicaid Enterprise Solutions
- 2.1.48. MFCU – The Colorado Medicaid Fraud Control Unit in the Colorado Department of Law
- 2.1.49. MMIS – Medicaid Management Information System
- 2.1.50. MSQ – Medical Service Questionnaires
- 2.1.51. OCM – Organizational Change Management
- 2.1.52. OCR – Optical Character Recognition
- 2.1.53. OIT – Governor’s Office of Information Technology
- 2.1.54. ORR – Operational Readiness Review

- 2.1.55. O&M – Operations and Maintenance / Enhancement
- 2.1.56. PAR – Prior Authorization Request
- 2.1.57. PCC – Provider Call Center
- 2.1.58. PCMP – Primary Care Medical Provider
- 2.1.59. PCI – Payment Card Information
- 2.1.60. PETI – Post Eligibility Treatment of Income
- 2.1.61. PHI – Protected Health Information
- 2.1.62. PII – Personally Identifiable Information
- 2.1.63. PMBOK – Project Management Body of Knowledge
- 2.1.64. PMP – Project Management Plan
- 2.1.65. POA&M – Plan of Action & Milestones
- 2.1.66. QMP – Quality Maintenance Payment
- 2.1.67. RCA – Root Cause Analysis
- 2.1.68. REST – Representational State Transfer
- 2.1.69. RTM – Requirements Traceability Matrix
- 2.1.70. SaaS – Software as a Service
- 2.1.71. SCR – System Change Request
- 2.1.72. SDLC – System Development Lifecycle
- 2.1.73. SFY – State Fiscal Year
- 2.1.74. SIT – System Integration Testing
- 2.1.75. SLA – Service Level Agreement
- 2.1.76. SMC – Streamlined Modular Certification
- 2.1.77. SME – Subject Matter Expert
- 2.1.78. SOAP – Simple Object Access Protocol
- 2.1.79. SSO – Single Sign On
- 2.1.80. U.S.C. – United States Code
- 2.1.81. UAT – User Acceptance Testing
- 2.1.82. VARA – Visual Rights Act of 1990
- 2.1.83. VSIP – Vender Solution Integration Plan
- 2.1.84. WS – Web Service
- 2.1.85. WSDL – Web Services Description Language
- 2.1.86. XML – eXtensible Markup Language

EXHIBIT E, CONTRACTOR'S ADMINISTRATIVE REQUIREMENTS

1. CONTRACTOR'S GENERAL REQUIREMENTS

- 1.1. The Department will contract with only one organization, the Contractor, and will work solely with that organization with respect to all tasks and Deliverables to be completed, services to be rendered, and performance standards to be met under this Contract.
- 1.2. Contractor may be privy to internal policy discussions, contractual issues, price negotiations, confidential medical information, Department financial information, advance knowledge of legislation and other Confidential Information. In addition to all other confidentiality requirements of the Contract, the Contractor shall also consider and treat any such information as Confidential Information and shall only disclose it in accordance with the terms of the Contract.
- 1.3. 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 regarding the Work, Contractor shall promptly provide a written action plan to the Department outlining proposed steps to resolve the conflict. The Department will share this plan with the other contractor and obtain that contractor's feedback. The Department shall then provide this feedback to the Contractor for consideration. If Contractor and the other contractor are unable to agree on a final resolution plan, the Department shall make the final determination on how to resolve the conflict, and Contractor shall abide by the Department's decision unless Contractor chooses to avail itself of the dispute resolution process outlined in Section 14 of this Contract.
- 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 within two (2) Business Days of written request , or such other time period as the Parties may agree throughout the term of the Contract.
- 1.6. Deliverables and Work Components
 - 1.6.1. All Deliverables and Work Components shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for each Deliverable.
 - 1.6.1.1. Contractor shall submit each Deliverable and Work Component 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:
 - 1.6.1.1.1. Gather and document requirements for the Deliverable and Work Component.
 - 1.6.1.1.2. Create a draft in the Department-approved format for the individual Deliverable and Work Component.

- 1.6.1.1.3. Perform internal quality control review(s) of the Deliverable and Work Component, including, but not limited to:
 - 1.6.1.1.3.1. Readability.
 - 1.6.1.1.3.2. Spelling.
 - 1.6.1.1.3.3. Grammar.
 - 1.6.1.1.3.4. Completion.
- 1.6.1.1.4. Adhere to all required templates or development of templates.
- 1.6.1.1.5. Perform modifications that include version control and tracked changes.
- 1.6.1.2. The Department will review the Deliverable within 10 Business days following receipt from Contractor, unless the Department and Contractor agree otherwise in writing. The Department may direct Contractor to make changes to the Deliverable but only if and to the extent the Deliverable fails to meet the mutually agreed upon acceptance criteria for that Deliverable contained in Deliverable PM 1.2 Project Management Plan. Contractor shall make all changes within 5 Business Days following the Department’s direction to make the change unless the Department provides a longer period in writing. If further changes are required, the times for parties to respond shall follow these timelines. A project shall not go into production or production ready status until all Deliverables have been approved and all other Department approvals, such as authorization to operate, have been provided.
 - 1.6.1.2.1. 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 in the original scope.
 - 1.6.1.2.2. 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.
 - 1.6.1.2.3. Once the Department has received an acceptable version of the Deliverable based on the mutually agreed upon acceptance criteria contained in Deliverable PM 1.2 Project Management Plan, including all changes directed by the Department to the extent the Deliverable fails to meet such acceptance criteria, the Department will notify Contractor of its acceptance of the Deliverable in writing where such notification shall occur within five days after receipt of the corrected Deliverable. A Deliverable shall not be deemed accepted prior to the Department’s notice to Contractor of its acceptance of that Deliverable.
- 1.6.2. 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.

- 1.6.3. 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.
- 1.6.4. 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.
- 1.6.5. 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. Terms and conditions for licenses will be defined in the respective contracts.
- 1.6.6. 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.
 - 1.6.6.1. 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.

1.7. Stated Deliverables, Work Components, and Performance Standards

- 1.7.1. Any section within Exhibit B, the 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 with Exhibit B, the 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. Communication with the Department

- 1.8.1. 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.

- 1.8.2. 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:
 - 1.8.2.1. The date the transmittal will be effective.
 - 1.8.2.2. Direction to the Contractor regarding performance under the Contract.
 - 1.8.2.3. A due date or timeline by which the Contractor shall comply with the direction contained in the transmittal.
 - 1.8.2.4. The signature of the Department employee who has been designated to sign transmittals.
 - 1.8.2.4.1. The Department will provide the Contractor with the name of the person it has designated to sign transmittals on behalf of the Department, who will be the Department's primary designee. The Department will also provide the Contractor with a list of backups who may sign a transmittal on behalf of the Department if the primary designee is unavailable. The Department may change any of its designees from time to time by providing notice to the Contractor through a transmittal.
- 1.8.3. The Department may deliver a completed transmittal to the Contractor in hard copy, as a scanned attachment to an email or through a dedicated communication system, if such a system is available.
 - 1.8.3.1. If a transmittal is delivered through a dedicated communication system or other electronic system, then the Department may use an electronic signature to sign that transmittal.
- 1.8.4. If the Contractor receives conflicting transmittals, the Contractor shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, to obtain direction. If the Department does not provide direction otherwise, then the transmittal with the latest effective date shall control.
- 1.8.5. In the event that the Contractor receives direction from the Department outside of the transmittal process, it shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, and have the Department confirm that direction through a transmittal prior to complying with that direction.
- 1.8.6. Transmittals may not be used in place of an amendment, and may not, under any circumstances be used to modify the term of the Contract or any compensation under the Contract. Transmittals are not intended to be the sole means of communication between the Department and the Contractor, and the Department may provide day-to-day communication to the Contractor without using a transmittal.
- 1.8.7. 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.

1.9. Start-Up Period

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

- 1.9.1.1.1. Key Personnel.
- 1.9.1.1.2. Department Leadership.
- 1.9.1.1.3. Department Project Team Members.
- 1.9.1.1.4. Any other relevant and needed persons or organizations, as defined by the Department.
- 1.9.1.2. Develop Kickoff Meeting materials and an agenda that contains, at a minimum, the following:
 - 1.9.1.2.1. Initial timelines for starting the Work and creating initial Deliverables.
 - 1.9.1.2.2. Establishment of Communication channels to describe how the Work is to be completed.
 - 1.9.1.2.3. Transmission methods and specific Deliverable or Work Component templates or requirements.
 - 1.9.1.2.4. Any other item required to initiate that Work is started and completed on time.
- 1.9.1.3. Prepare Kickoff Meeting Minutes and submit to the Department for review and approval.
 - 1.9.1.3.1. WORK COMPONENT: Kickoff Meeting Agenda & Materials (Reference: part of DEL 1.1 Project Plan & Schedule)
 - 1.9.1.3.2. DUE: Within three Business Days before the Kickoff Meeting
- 1.10. Performance Reviews
 - 1.10.1. The Department may conduct performance reviews or evaluations of the Contractor in relation to the Work performed under the Contract.
 - 1.10.2. 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.
 - 1.10.3. 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.
 - 1.10.4. The Department may conduct these performance reviews or evaluations at any point during the term of the Contract.
 - 1.10.5. 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.
- 1.11. Renewal Options and Extensions
 - 1.11.1. 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 reprocure the performance of the Work in its sole discretion.

- 1.11.2. 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.
- 1.11.3. 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.
- 1.11.4. 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.
- 1.12. Department System Access
 - 1.12.1. 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.
 - 1.12.2. 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.
- 1.13. Provider Fraud
 - 1.13.1. 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.
 - 1.13.2. Upon identification or suspicion of possible Provider Fraud, the Contractor shall complete the Contractor Suspected Fraud Written Notice Form provided by the Department.
 - 1.13.2.1. For each incident of identified or suspected Provider Fraud, Contractor shall provide all of the following, at a minimum:
 - 1.13.2.1.1. Written documentation of the findings.
 - 1.13.2.1.2. Information on any verbal or written reports.
 - 1.13.2.1.3. 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.
 - 1.13.2.1.4. Information on the identification of any affected claims that have been discovered.
 - 1.13.2.1.5. Any claims data associated with its report (in a mutually agreed upon format, if possible).
 - 1.13.2.1.6. Any additional information as required by the Department.
 - 1.13.3. 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.
 - 1.13.3.1. **WORK COMPONENT:** Completed Contractor Suspected Fraud Written Notice Form

- 1.13.3.2. DUE: Within three Business Days following the initial discovery of the Fraud or suspected Fraud
- 1.13.4. Contractor shall revise or provide additional information related to the Contractor Suspected Fraud Written Notice Form as requested by the Department or the MFCU.
 - 1.13.4.1. WORK COMPONENT: Contractor Suspected Fraud Written Notice Revisions and Additional Information
 - 1.13.4.2. 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.
- 1.14. Member Fraud
 - 1.14.1. 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.
 - 1.14.2. Upon identification or suspicion of possible Member Fraud, the Contractor shall complete the Contractor Suspected Fraud Written Notice Form provided by the Department.

For each incident of identified or suspected Member Fraud, Contractor shall provide all of the following, at a minimum:

 - 1.14.2.1. All written reports related to the suspected fraud.
 - 1.14.2.2. 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.
 - 1.14.2.3. Information on the identification of any affected claims that have been discovered.
 - 1.14.2.4. Any claims data associated with its report in a format agreed to by the Department.
 - 1.14.2.5. Any additional information as required by the Department.
 - 1.14.3. For each incident of identified or suspected Member Fraud, Contractor shall deliver the completed Contractor Suspected Fraud Written Notice Form to the Department at report.clientfraud@state.co.us. Should the Department, from time to time, require Contractor to use an alternate email address, the Department will provide sufficient notice in writing to Contractor.
 - 1.14.3.1. WORK COMPONENT: Completed Contractor Suspected Fraud Written Notice Form
 - 1.14.3.2. DUE: Within three Business Days following the initial discovery of the Fraud or suspected Fraud
 - 1.14.4. Contractor shall revise or provide additional information related to the Contractor Suspected Fraud Written Notice Form as requested by the Department.
 - 1.14.4.1. WORK COMPONENT: Contractor Suspected Fraud Written Notice Revisions and Additional Information
 - 1.14.4.2. DUE: Within three Business Days following the Department's request, unless the Department provides for a different period in its request.

2. CONTRACTOR PERSONNEL

2.1. Personnel Availability

- 2.1.1. Contractor's Key Personnel and Other Personnel assigned to the Contract shall be available for meetings with the Department during the Department's normal business hours. Contractor shall also make these personnel available outside of the Department's normal business hours and on weekends with prior reasonable written notice from the Department, throughout the duration of this Contract unless the Parties otherwise agree in writing.
- 2.1.2. Contractor's Key Personnel and Other Personnel shall be available for all regularly scheduled meetings between Contractor and the Department, unless the Department has granted prior written approval otherwise.
- 2.1.3. Contractor shall ensure that the Key Personnel or Management position attending all meetings between the Department and Contractor have the authority to represent and commit Contractor regarding work planning, problem resolution and program development. Notwithstanding the above, Key Personnel or Management positions do not have authority to change the scope or fees/invoicing specified in the Contract without approval from Contractor leadership.
- 2.1.4. At the Department's direction, the Contractor shall make its Key Personnel and Other Personnel available to attend meetings as subject matter experts with stakeholders both within the State government and external private stakeholders.
- 2.1.5. All of Contractor's Key Personnel and Other Personnel that attend any meeting with the Department or other Department stakeholders shall attend by video conference, 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 required to enable participants to join via computer, laptop, or telephone.
- 2.1.6. The Contractor shall respond to all telephone calls, voicemails, and emails from the Department within two Business Days of receipt by the Contractor.

2.2. Key Personnel

- 2.2.1. The Contractor shall identify and provide resumes for proposed Key Personnel who will be available to perform Work under the Contract. Any substitutions shall be approved by the Department prior to their assignment to perform Work under the Contract. Key personnel include:
 - 2.2.1.1. Base/Core
 - 2.2.1.1.1. Account Manager
 - 2.2.1.1.2. Subcontractor Manager
 - 2.2.1.1.3. Contract Manager
 - 2.2.1.1.4. Transition and Operational Readiness Manager
 - 2.2.1.1.5. Change Management Lead
 - 2.2.1.1.6. Fiscal Agent Operations Manager
 - 2.2.1.1.7. Training/Publications Manager
 - 2.2.1.1.8. Claims Manager
 - 2.2.1.1.9. Provider Enrollment Relations Manager

- 2.2.1.1.10. Quality Assurance Lead
- 2.2.1.1.11. Systems Manager
- 2.2.1.1.12. Testing Lead
- 2.2.1.1.13. Systems Integrator
- 2.2.1.1.14. PMO Manager
- 2.2.1.1.15. Privacy and Security Officer
- 2.2.2. The Contractor shall obtain Department review and approval of the Resource Management Plan and materials and any subsequent updates.
- 2.2.3. The Contractor shall adhere to the approved Resource Management plan, ensuring that Key Personnel roles are always filled. Key Personnel shall not be removed or replaced by Vendor for use on other projects, without Department consent.
- 2.2.4. The Contractor shall notify the Department of all changes in Key Personnel roles via Transmittal no later than thirty (30) days prior to the planned change.
- 2.2.5. The Contractor shall Provide sufficient, qualified and appropriately trained staff to meet all requirements of the Contract.
- 2.2.6. The Contractor shall provide resumes to the Department for approval of all Key Personnel roles, for any changes to Key Personnel during the contract term. The Department reserves the right to approve/deny Key Personnel assigned to the Contract. Department approval of Key Personnel should not be unreasonably withheld.
- 2.2.7. The Contractor shall notify the Department of a vacancy in any of the listed Key Personnel positions within two (2) Business Days of notice.
- 2.2.8. For vacancies that are difficult to fill or that require a unique skill set, the Contractor shall request approval from the Department for any extension and provide a plan for filling the position.
- 2.2.9. The Contractor shall fill any vacant Key Personnel role position within sixty (60) days of the vacancy unless otherwise approved by the Department.
- 2.2.10. The Contractor shall provide documentation in response to a Department audit, within ten (10) business days, to confirm that all Key Personnel positions are filled with staff adequate for their project role, based on the experience, skills, location, and other requirements established by the Department.
- 2.2.11. The Contractor shall provide an attestation of a completed background security check for all Contractor staff prior to assignment, as required by the Department.
- 2.2.12. The Contractor shall make specific staff, who are not located in Denver, CO available during the Department's business hours of 8:00 a.m. to 5:00 p.m. MT for key meetings and/or special events (e.g., operational cutover) at no additional cost to the Department. Efforts will be made to communicate the specific resources required one (1) to two (2) days in advance of the meeting or event.
- 2.2.13. The Contractor shall receive approval from the Department for all subcontractor contracts.
- 2.2.14. The Contractor shall act as the single point of contact for the Department with the Contractor's Subcontractors for the services under the Contract.

- 2.2.15. The Contractor shall obtain Department approval for all Subcontractors engaged after award of the Contract using an agreed-upon approval process.
- 2.2.16. For staff roles that are designated to be on-site or local, they shall be located in the Denver, CO metropolitan area.
- 2.2.17. For staff roles that are not designated to be on-site or local, they shall be located within the United States and United States Territories.
- 2.2.18. The Key Personnel named shall, at minimum, possess the following qualifications, unless otherwise agreed to by both Parties:
 - 2.2.18.1. At least five (5) years of experience in the particular named service (e.g., account management, compliance management, systems management, etc.) preferably within in the health care industry
 - 2.2.18.2. Demonstrated experience and knowledge of industry standard and best practices regarding large-scale and enterprise-level projects
 - 2.2.18.3. Specific practical experience in their submitted area of expertise
 - 2.2.18.4. At least three (3) years of experience in performing similar services on complex systems-based modern technology or operational systems
 - 2.2.18.5. Preferred experience in health care related concepts
- 2.2.19. All Key Personnel designated by the Department or the Contractor in the proposal shall be approved prior to their assignment to perform Work under the Contract. Key Personnel shall be accessible to key Department personnel at all times. Key Personnel will be evaluated yearly. The Key Personnel would be preferred to be located in the State of Colorado.
- 2.2.20. The contractor’s project management staff are responsible for managing the enhancements as projects, following Department approved methodologies, reporting on project performance, and prioritizing enhancements according to Department priorities. Enhancements are defined as system customization and configuration requiring full SDLC methods. Transmittals are separately staffed per FAO requirements.
- 2.2.21. All Key Personnel designated by the Department or the Contractor in the proposal shall be approved prior to their assignment to perform Work under the Contract. The Department has identified a list of key job duties that are required throughout the various Project Phases over the Contract term. These job duties shall be performed by Key Personnel, but can be shared amongst Key Personnel roles (i.e., does not necessarily require separate people) where practical and allowed. The Account Manager, Systems Manager, PMO Manager, Training/Publications Manager, Claims Manager, Systems Integrator, and Fiscal Agent Operations Manager job duties cannot be shared by the same Key Personnel. Base Core position descriptions are listed below.
- 2.2.22. Project Management staffing
 - 2.2.22.1. The Contractor shall designate an Account Manager for all phases of the contract, starting upon Contract effective date. This position's responsibilities include:
 - 2.2.22.1.1. Serve as the Contract primary point of contact to maintain communication with the Department's MMIS Contract Administrator and Department Management for activities related to contract administration, project management and scheduling,

correspondence between the Department and Fiscal Agent Operations, and status reporting to the Department.

- 2.2.22.1.2. Be dedicated to the Colorado contract full time.
- 2.2.22.2. The Contractor shall designate a Subcontractor Manager for all phases of the contract, starting upon Contract effective date. This position's responsibilities include:
 - 2.2.22.2.1. Management of all subcontractors providing services under the Contract
 - 2.2.22.2.2. Coordinate with other contractors to provide batch control, balancing and scheduling of data load cycles such as eligibility files and financial payment processing
 - 2.2.22.2.3. Serve as primary liaison for FAO/Systems communications
 - 2.2.22.2.4. Be dedicated to the Colorado contract full time.
- 2.2.22.3. The Contractor shall designate a Contract Manager for all phases of the contract, starting upon Contract effective date. This position's responsibilities include:
 - 2.2.22.3.1. Assist the Department's Contract Manager with Contract monitoring and ensuring that Contract responsibilities and performance standards are met during all phases of the project
 - 2.2.22.3.2. Be dedicated to the Colorado contract full time.
- 2.2.23. Transition Staffing
 - 2.2.23.1. The Contractor shall designate a Transition and Operational Readiness Manager, starting upon Contract effective date. This position's responsibilities include:
 - 2.2.23.1.1. Manage activities related to Contractor resources and Deliverable reviews during the transition and ongoing operations phases.
 - 2.2.23.1.2. The Transition and Operational Readiness Manager shall be dedicated to the Contract full time during the Project Initiation, Transition and Operational Readiness, Testing, and Stabilization phases.
 - 2.2.23.1.3. The Transition and Operational Readiness Manager shall meet the following experience and qualifications:
 - 2.2.23.1.3.1. At least two (2) years experience leading an operational/system transition team
 - 2.2.23.1.3.2. Demonstrated experience leading large teams and meeting schedule milestones for a large system implementation or transition
 - 2.2.23.2. The Contractor shall designate a Change Management Lead for the Transition and Operational Readiness Phases of the Contract. This position's responsibilities include:
 - 2.2.23.2.1. Plan and support implementation of workflows, new tools or other major System changes
 - 2.2.23.2.2. Assess readiness and make recommendations regarding changes
 - 2.2.23.2.3. Provide training support during operational transition
 - 2.2.23.2.4. The Change Management Lead shall be dedicated to the Contract full-time during the Transition and Operational Readiness, Testing, and Stabilization phases.
 - 2.2.23.3. The Contractor shall provide support to the Department as part of Organizational Readiness, including providing a minimum of one organizational readiness lead and a

minimum of two staff members who will be available as required to address questions and concerns.

2.2.24. Business Operations/FA Operations

2.2.24.1. The Contractor shall designate a Fiscal Agent Operations Manager for all phases of the Contract. This position's responsibilities include:

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

2.2.24.1.1.1. Claims

2.2.24.1.1.2. Mailroom

2.2.24.1.1.3. TPL

2.2.24.1.1.4. Provider Enrollment

2.2.24.1.1.5. Publications

2.2.24.1.1.6. Training

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

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

2.2.24.1.4. The Fiscal Agent Operations Manager shall be dedicated to the Contract full-time during these phases.

2.2.24.2. The Contractor shall designate a Training/Publications Manager for all phases of the contract, starting upon Contract effective date. This position's responsibilities include:

2.2.24.2.1. Develop and implement an approved training plan

2.2.24.2.2. Oversee production of any publications materials for providers

2.2.24.2.3. Participating in the planning and deployment of provider training and Department staff

2.2.24.2.3.1. Provide training resources to the Department that communicate the Transmittal process, including roles, expectations and resources needed to complete the process successfully.

2.2.24.2.4. Be dedicated to the Colorado contract full time.

2.2.24.2.5. The Training/Publications Manager shall meet the following experience and qualifications:

2.2.24.2.5.1. Demonstrated experience writing, communicating and training stakeholder or provider groups

2.2.24.2.5.2. Demonstrated understanding of provider issues and topics

2.2.24.2.5.3. Experience with payor and provider relations

2.2.24.3. The Contractor shall designate a Claims Manager for all phases of the contract, starting upon Contract effective date. This position's responsibilities include:

2.2.24.3.1. Oversee and lead operations activities in these areas:

- 2.2.24.3.1.1. Mailroom
- 2.2.24.3.1.2. Claims Processing
- 2.2.24.3.1.3. TPL
- 2.2.24.3.1.4. Manage claims staff
- 2.2.24.3.2. Adhere to operational policies and procedures
- 2.2.24.3.3. Be dedicated to the Colorado contract full time.
- 2.2.24.3.4. The Claims Manager shall meet the following experience and qualifications:
 - 2.2.24.3.4.1. Demonstrated experience with claims processing and payment systems
 - 2.2.24.3.4.2. Experience with multiple payment methods and provider types
 - 2.2.24.3.4.3. Experience with Business Process Re-engineering (optional)
 - 2.2.24.3.4.4. Medicaid or private payer experience and knowledge
- 2.2.24.4. The Contractor shall designate a Provider Enrollment Manager for all phases of the contract, starting upon Contract effective date. This position's responsibilities include:
 - 2.2.24.4.1. Oversee and lead operations activities in these areas:
 - 2.2.24.4.1.1. Provider Enrollment
 - 2.2.24.4.1.2. Direct the provider enrollment process and work flow.
 - 2.2.24.4.1.3. Adhere to operational policies and procedures
 - 2.2.24.4.1.4. Ensuring operational readiness of Provider Enrollment staff in alignment with system change milestones.
 - 2.2.24.4.1.5. Be dedicated to the Colorado contract full time.
 - 2.2.24.4.2. The Provider Enrollment Manager shall meet the following experience and qualifications:
 - 2.2.24.4.2.1. Demonstrated experience with managing and communicating with internal and external stakeholders to include staff, providers, Department leaders and management and other stakeholders.
- 2.2.24.5. The Contractor shall designate a Transmittal Lead for all phases of the contract, starting upon Contract effective date. Transmittal Lead responsibilities include:
 - 2.2.24.5.1. Manage and update the Transmittal work flow
 - 2.2.24.5.2. Monitor Transmittal performance and adherence to Transmittal SLAs
 - 2.2.24.5.3. Report on Transmittal activity, status and performance
 - 2.2.24.5.4. Escalate Transmittal issues (resources, schedule, scope)
 - 2.2.24.5.5. Be dedicated to the Colorado contract full time.
 - 2.2.24.5.6. Transmittal staff shall not utilize billable enhancement hours in the performance of transmittal and configuration responsibilities under the contract.

- 2.2.24.5.7. The Contractor shall provide all necessary software to support Transmittals and the process the Contractor and Department will use to submit, review, and approve Transmittals.
- 2.2.24.5.8. The Contractor shall provide technical staff to respond to and complete Systems/IT Transmittals within the Transmittal SLAs.
- 2.2.24.5.9. The Contractor shall provide business operations staff to respond to and complete Operations/Configuration Transmittals within the Transmittal SLAs.
- 2.2.25. Technical/System Staffing
 - 2.2.25.1. The Contractor shall designate a Systems Manager for all phases of the contract, starting upon Contract effective date. Systems Manager responsibilities include:
 - 2.2.25.1.1. Manage and coordinate the work of the developers, analysts and testers responsible for system customization and configuration (not transmittals)
 - 2.2.25.1.2. Identify and track all errors and discrepancies found in the System, notify the Department, and correct all errors and discrepancies
 - 2.2.25.1.3. Research and identify impacts and root causes of System problems and communicate to the Department a plan to resolve problems. Implement the plan to resolve problems and report the results to the Department.
 - 2.2.25.1.4. Be dedicated to the Colorado contract full time during all phases of the contract
 - 2.2.25.1.5. The Systems Manager shall meet the following experience and qualifications:
 - 2.2.25.1.5.1. Three (3) to five (5) years demonstrated experience in a systems manager or similar role.
 - 2.2.25.2. The Contractor shall provide sufficient qualified staffing resources to support architecture and design activities to ensure that the System and supporting technical and business activities relying on the System are not interrupted.
 - 2.2.25.3. The Contractor shall designate a Testing Lead for all phases of the contract, starting upon Contract effective date. Testing Lead responsibilities include:
 - 2.2.25.3.1. Manage and coordinate the work of testing staff
 - 2.2.25.3.2. Provide technical expertise during testing
 - 2.2.25.3.3. Manage testing tools used to track activities, outcomes and test results
 - 2.2.25.3.4. Coordinate with Department testing manager
 - 2.2.25.3.5. Be dedicated to the Colorado contract full time during all phases of the Contract.
 - 2.2.25.4. The Contractor shall designate a System Integrator Manager for all phases of the contract, starting upon Contract effective date. System Integrator responsibilities include:
 - 2.2.25.4.1. Ensure that data models integrate with other systems
 - 2.2.25.4.2. Work closely with the Department's Services Integrator
 - 2.2.25.4.3. Oversee a data model governance process
 - 2.2.25.4.4. Be responsible for oversight and implementation of standards and practices for interface exchange

- 2.2.25.4.5. Work closely with and coordinate with other State vendors to ensure the upkeep and maintenance of the Medicaid data model
- 2.2.25.4.6. Be dedicated to the Colorado contract full time during all phases of the Contract
- 2.2.25.5. The Contractor shall designate a PMO Manager for all phases of the contract, starting upon Contract effective date. PMO Manager responsibilities include:
 - 2.2.25.5.1. Oversee and ensure resources are available to project managers responsible for the suite of configuration and customization projects, not transmittals
 - 2.2.25.5.2. Plan, schedule, organize, assign, direct and control all activities, either directly or through assigned personnel, to successfully perform the contract scope of work
 - 2.2.25.5.3. Ensure completion of all work in accordance with the contract's requirements. This includes, but is not limited to, ensuring the accuracy, timeliness and completeness of all work
 - 2.2.25.5.4. Be dedicated to the Colorado contract full time.
 - 2.2.25.5.5. The PMO Manager shall meet the following experience and qualifications:
 - 2.2.25.5.5.1. At least 5 years prior project management experience
 - 2.2.25.5.5.2. PMP or CPSM certification strongly preferred
- 2.2.26. Enhancements Staffing
 - 2.2.26.1. The contractor shall provide enhancement staffing resources to perform system customization and configuration work under the enhancement pool of hours dedicated for enhancement projects, requested and approved by the Department.
 - 2.2.26.2. The Contractor shall scale enhancements staff to ensure that enhancement projects are not delayed as a result of concurrent DDI resource needs.
 - 2.2.26.3. The contractor shall provide an enhancement Business Analyst lead who is responsible for managing the enhancement business analyst staff
 - 2.2.26.4. The contractor shall provide enhancement quality assurance staff who ensure the enhancements made to the System are within the quality SLA.
 - 2.2.26.5. The contractor shall provide dedicated enhancement staff who are responsible for System enhancements, are dedicated to enhancement work, and are trained for enhancement efforts
- 2.3. Other Personnel Responsibilities
 - 2.3.1. Contractor shall use its discretion to determine the number of Other Personnel necessary to perform the Work in accordance with the requirements of this Contract. If the Contractor determines that as a result of corrective action plan it needs additional staff to meet the requirements of this Contract, then Contractor shall provide those staff at no additional cost to the Department.
 - 2.3.2. Contractor shall ensure that all Other Personnel have sufficient training and experience to complete all portions of the Work assigned to them. Contractor shall provide all necessary training to its Other Personnel, except for State-provided training specifically described in this Contract.

2.3.3. Contractor may subcontract to complete a portion of the Work required by the Contract. The conditions for using a Subcontractor or Subcontractors are as follows:

2.3.3.1. Contractor shall not subcontract more than 40% of the Work.

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

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

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

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

3. INFORMATION TECHNOLOGY RELATED REQUIREMENTS

3.1. Colorado Information Security Policy (CISP) Compliance

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

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

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

3.1.3.1. DELIVERABLE: CISP Attestation

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

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

3.1.4.1. DELIVERABLE: Annual CISP Attestation

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

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

3.1.5. Health and Human Services HIPAA Security Rule Risk Assessments

3.1.5.1. 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.

- 3.1.5.1.1. DELIVERABLE: Initial HHS Attestation
- 3.1.5.1.2. DUE: Within 30 Business Days after the Effective Date
- 3.1.5.2. 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.
 - 3.1.5.2.1. DELIVERABLE: Annual HHS Attestation
 - 3.1.5.2.2. DUE: Annually, by June 30th of each year
- 3.1.5.3. Contractor shall cause its Subcontractors to comply with the HIPAA Security Rule and assess their compliance on at least an annual basis. If any Subcontractor's assessment determines that the Subcontractor is not in compliance, then Contractor shall ensure that Subcontractor corrects, in a timely manner, any vulnerabilities in administrative, technical, or physical safeguards identified during the assessment.
- 3.1.6. Contractor shall perform background checks on all of its respective employees and agents performing services or having access to State Records provided under this Contract. A background check performed during the hiring process shall meet this requirement. Contractor shall perform a background check on any employee if the Contractor becomes aware of any reason to question the employability of an existing employee. Contractor shall require all Subcontractors to meet the standards of this requirement.
 - 3.1.6.1. Contractor shall deliver to the State the signed Background Check Attestation, on a form provided by the Department, indicating that background checks have been completed on newly hired employees participating in operations related to this Contract.
 - 3.1.6.1.1. DELIVERABLE: Background Check Attestation
 - 3.1.6.1.2. DUE: Within 30 Business Days of the date of hire
 - 3.1.6.2. If Contractor will have access to Federal Tax Information under the Contract, Contractor shall agree to the State's requirements regarding Safeguarding Requirements for Federal Tax Information and shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

EXHIBIT F, SAMPLE OPTION LETTER

OPTION LETTER

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

1. Options

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

2. Required Provisions

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

3. Option Effective Date

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

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

1. APPLICABILITY OF PROVISIONS.

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

2. FFATA AND UNIFORM GUIDANCE REQUIREMENTS

2.1. Definitions.

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

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

- 2.1.1.1.1. Awards may be in the form of:

- 2.1.1.1.1.1. Grants;

- 2.1.1.1.1.2. Contracts;

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

- 2.1.1.1.1.4. Loans;

- 2.1.1.1.1.5. Loan Guarantees;

- 2.1.1.1.1.6. Subsidies;

- 2.1.1.1.1.7. Insurance;

- 2.1.1.1.1.8. Food commodities;

- 2.1.1.1.1.9. Direct appropriations;

- 2.1.1.1.1.10. Assessed and voluntary contributions; and

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

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

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

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

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

- 2.1.1.1.2.3. Any award classified for security purposes; or

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

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

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

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

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

2.2. Compliance.

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

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

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

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

2.4. Total Compensation.

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

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

2.4.1.2. In the preceding fiscal year, Contractor received:

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

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

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

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

2.5. Reporting.

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

2.6. Effective Date and Dollar Threshold for Reporting.

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

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

2.7. Subrecipient Reporting Requirements.

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

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

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

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

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

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

2.8. Procurement Standards.

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

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

2.9. Access to Records

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

2.10. Single Audit Requirements

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

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

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

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

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

2.11. Contract Provisions for Subrecipient Contracts

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

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

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

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

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

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

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

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

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

2.12. Certifications.

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

2.13. Exemptions.

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

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

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

2.14. Event of Default.

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

3. NONDISCRIMINATION UNDER FEDERAL AND STATE AUTHORITY

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

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

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

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

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

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

3.3. Procurement Provisions

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

4. FEDERAL FINANCIAL PARTICIPATION RELATED INTELLECTUAL PROPERTY OWNERSHIP

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

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

EXHIBIT H, PII CERTIFICATION

STATE OF COLORADO

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

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

Signature: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT I, INFORMATION TECHNOLOGY PROVISIONS

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

19. PROTECTION OF SYSTEM DATA

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

security testing, and improvements or enhancements consistent with evolving industry standards.

- iii. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
 - iv. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
 - v. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the State's Office of Information Security ("OIS").
 - vi. Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology ("OIT"), including change management, project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>
- D. 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.
- E. Contractor shall perform current background checks in a form reasonably acceptable to the State on all of its respective employees and agents performing services or having access to State Records provided under this Contract, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to State Records shall be deemed to be current. Notwithstanding the above, employees that worked with Colorado State Records on contract 14-64254 will not undergo a new background check.
- i. Upon request, Contractor shall provide notice to a designated representative for the State indicating that background checks have been performed. Such notice will inform the State of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.
 - ii. If Contractor will have access to Federal Tax Information under the Contract, Contractor shall agree to the State's requirements regarding Safeguarding Requirements for Federal Tax Information and shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

20. DATA HANDLING

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

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

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

21. DELIVERY AND ACCEPTANCE

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

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

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

22. WARRANTY

- A. Notwithstanding the acceptance of any Work or Deliverable, or the payment of any invoice for such Work or Deliverable, Contractor warrants that any Work or Deliverable provided by Contractor under this Contract shall be free from material defects and shall function in material accordance with the applicable specifications. Contractor warrants that any Work or Deliverable shall be, at the time of delivery, free from any harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other similar function designed to interfere with or damage the normal operation of Information Technology resources. Contractor's warranties under this section shall apply to any defects or material nonconformities discovered within 180 days following delivery of any Work or Deliverable.
- B. Upon notice during the warranty term of any defect or material nonconformity, Contractor shall submit to the State in writing within 10 business days of the notice one or more recommendations for corrective action with sufficient documentation for the State to ascertain the feasibility, risks, and impacts of each recommendation. The State's remedy for such defect or material non-conformity shall be:
 - i. Contractor shall re-perform, repair, or replace such Work or Deliverable in accordance with any recommendation chosen by the State. Contractor shall deliver, at no additional cost to the State, all documentation required under the Contract as applicable to the corrected Work or Deliverable; or
 - ii. Contractor shall refund to the State all amounts paid for such Work or Deliverable, as well as pay to the State any additional amounts reasonably necessary for the State to procure alternative goods or services of substantially equivalent capability, function, and performance.
- C. Any Work or Deliverable delivered to the State as a remedy under this section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work or Deliverable. The duration of the warranty for any replacement or

corrected Work or Deliverable shall run from the date of the corrected or replacement Work or Deliverable.

23. COMPLIANCE

- A. In addition to the compliance obligations imposed by the main body of the Contract, Contractor shall comply with:
- i. All Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to §§24-37.5-401 through 406, C.R.S. and 8 CCR §1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>
 - ii. All information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable based on the classification of the data relevant to Contractor's performance under the Contract. Such obligations may arise from:
 - a. Health Information Portability and Accountability Act (HIPAA)
 - b. IRS Publication 1075
 - c. Payment Card Industry Data Security Standard (PCI-DSS)
 - d. FBI Criminal Justice Information Service Security Addendum
 - e. CMS Minimum Acceptable Risk Standards for Exchanges
 - f. Electronic Information Exchange Security Requirements and Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration
- B. Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to Contractor's performance under the Contract.
- C. Contractor shall allow the State reasonable access and shall provide the State with information reasonably required to assess Contractor's compliance. Such access and information shall include:
- i. An annual SOC2 Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability, or an alternative audit recommended by OIS; or
 - ii. The performance of security audit and penetration tests, as requested by OIS.
- D. To the extent Contractor controls or maintains information systems used in connection with State Records, Contractor will provide OIS with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application level risk assessments, and other security assessment activities as required by this Contract or reasonably requested by OIS. Contractor will make reasonable efforts to remediate any vulnerabilities or will request

a security exception from the State. The State will work with Contractor and OIS to prepare any requests for exceptions from the security requirements described in this Contract and its Exhibits, including mitigating controls and other factors, and OIS will consider such requests in accordance with their policies and procedures referenced herein.

24. TRANSITION OF SERVICES

Upon request by the State prior to expiration or earlier termination of this Contract or any Services provided in this Contract, Contractor shall provide reasonable and necessary assistance to accomplish a complete transition of the Services from Contractor to the State or any replacement provider designated solely by the State without any interruption of or adverse impact on the Services. Contractor shall cooperate fully with the State or any successor provider and shall promptly take all steps required to assist in effecting a complete transition of the Services designated by the State. All services related to such transition shall be performed at no additional cost, beyond what would be paid for the Services in this Contract, provided the Contractor's staff can provide the services on a substantially full time basis during the transition period that can be performed in their normal workday without derogation of their other duties. If the transition services cannot be performed during Contractor's staff normal workday using the customary staffing levels provided under the Contract, Contractor will charge for the services on a times and materials basis at the rates specified in the Contract, not to exceed the Contract Maximum Amount. Contractor is not required to disclose any of its proprietary information or Confidential Information to any third party successor except to the extent that the State is entitled to receive Confidential Information under the Contract and provided that, prior to providing any transition services, the third party successor to the Contractor enters into a confidentiality agreement in a form reasonably required by Contractor for the protection of Contractor's Confidential Information.

25. LICENSE OR USE AUDIT RIGHTS

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

to purchase additional maintenance and/or services (“Maintenance”), Contractor shall provide, within one (1) business day, written notice, providing at least thirty (30) days to cure, to the State in accordance with the notice provisions of the Contract identifying any Overuse or required Maintenance and request that the State bring its use into compliance with such use restrictions and limitations.

EXHIBIT J, MMIS REQUIREMENTS AND SLAS

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

EXHIBIT J, MMIS REQUIREMENTS AND SLAS

Number	Requirement
GEN.1 Regulatory Compliance: Compliance with federal (CMS, HIPAA, CFR, MITA), State, and industry rules, laws and standards.	
GEN.1-1	The Contractor shall maintain an infrastructure to ensure the System meets federal and State regulatory requirements, which also includes the architectural, technical, security and privacy requirements, as well as business and functional requirements.
GEN.1-2	The Contractor shall document and demonstrate at least annually that the System meets federal and State regulatory requirements.
GEN.1-3	The Contractor shall maintain core MMIS capabilities to provide Member and Provider communications that meet the health literacy levels established by federal NIH (National Institute for Health) and State guidelines for medical terms and descriptions.
GEN.1-4	The Contractor shall maintain core MMIS capabilities to provide published content that meets 6th grade reading literacy levels on Member and Provider-facing materials.
GEN.2 Security and Privacy - Safeguarding data and protection of member identity.	
GEN.2-1	<p>The Contractor shall maintain responsibility to provide detailed security and privacy control implementation and status information for the following control families:</p> <ul style="list-style-type: none"> Access Control Awareness and Training Audit and Accountability Assessment, Authorization, and Monitoring Configuration Management Contingency Planning Identification and Authentication Incident Response Maintenance Media Protection Physical and Environmental Protection Planning Program Management Personnel Security PII Processing and Transparency Risk Assessment System and Services Acquisition System and Communications Protection System and Information Integrity Supply Chain Risk Management
GEN.2-2	The Contractor shall maintain core MMIS capabilities so any User designated by the Department has a secure, role-based, single-sign-on User access.
GEN.2-3	The Contractor shall apply all security patches to any operating system and software in a timely manner in accordance with an organizational assessment of risk.
GEN.2-4	The Contractor shall maintain core MMIS capabilities so a User administration module allows authorized System Users to securely assign access to System functions.

EXHIBIT J, MMIS REQUIREMENTS AND SLAS

Number	Requirement
GEN.2-5	The Contractor shall maintain core MMIS capabilities to provide a module for authorized System users to edit, create, and implement role-based and group-based security at the individual data field for all authorized Users.
GEN.2-6	The Contractor shall maintain core MMIS capabilities to provide privacy/litigation controls to indicate who has access to Provider data contained within Provider/Member records.
GEN.2-7	The Contractor shall maintain MMIS capabilities so authorized System Users can view, in real time, screens and information being viewed by other System Users.
GEN.3 Audit Trail - The auditing of system/user actions, including tracking, reporting, and maintenance of an audit trail for provider, claims, and reference data.	
GEN.3-1	The Contractor shall maintain MMIS capabilities to maintain an audit trail of all actions performed on EDMS content.
GEN.3-2	The Contractor shall maintain core MMIS capabilities to track all Users accessing the System and maintain records of the information the User viewed.
GEN.3-3	The Contractor shall implement a new solution for audit capabilities so the entire audit trail of screens accessed and the user who accessed them is available.
GEN.3-4	The Contractor shall implement a new solution for audit capabilities so all changes and actions made to System fields are recorded and the User who made the updates is available and an audit trail is maintained.
GEN.3-5	The Contractor shall implement a new solution to audit capabilities so audit trails use human readable content with code use or abbreviations that are defined to describe the actions.
GEN.3-6	The Contractor shall maintain capabilities to track the lifecycle of claims/encounters from original submission date through all adjustments, including the chronological view of credit and debit transactions.
GEN.3-7	The Contractor shall implement a new solution for audit capabilities so all changes and actions made to Provider record fields are recorded and the User who made the updates is available and an audit trail is maintained.
GEN.3-8	The Contractor shall implement a new solution for audit capabilities so all changes and actions made to Member record fields are recorded and the User who made the updates is available and an audit trail is maintained.
GEN.3-9	The Contractor shall implement new core MMIS capabilities to maintain an audit trail for each record in all subsystems of the MMIS.
GEN.4 Data Retention - Length of time the Contractor must maintain and make data available in real time vs. archived.	
GEN.4-1	The Contractor shall maintain core MMIS capabilities to support management reports and analysis in accordance with an approved Operations Procedures Plan.
GEN.4-2	The Contractor shall maintain responsibility to maintain all current historical Provider (electronic and paper) and Member (paper) records.
GEN.4-3	The Contractor shall maintain responsibility to keep all records involving matters of litigation for the agreed-upon time period.
GEN.4-4	The Contractor shall retain all original paper submitted by Providers until human readable electronic media is available.
GEN.4-5	The Contractor shall maintain core MMIS capabilities to ensure data maintained by the System is correctly and routinely purged, archived, and protected from destruction according to procedures defined in the approved Operations Procedures Plan.
GEN.4-6	The Contractor shall maintain the core MMIS so it can retain and archive media as specified in the Operations Procedures Plan.
GEN.4-7	The Contractor shall maintain core MMIS capabilities so it provides online access to documents and files for a configurable time parameter, as defined the in the approved Operations Procedures Plan.
GEN.4-8	The Contractor shall retain historical Data from the CTMS system. The Data should be retained for a 6 month period, which shall be measured as 6 months prior to the date of Provider Call Center (PCC) implementation by the new vendor. The Data should be retained in a readable format and a data dictionary for the file should be provided as well.
GEN.5 Workflow Management - Ensures the right information is collected before moving to the next screen(s).	
GEN.5-1	The Contractor shall maintain core MMIS capabilities so the workflow engine provides the Department access to workflow monitoring, including indicators and statistics by sub process, organization, or individual staff.

EXHIBIT J, MMIS REQUIREMENTS AND SLAS

Number	Requirement
GEN.5-2	The Contractor shall maintain core MMIS capabilities so the workflow engine supports workflow management for simultaneous processes.
GEN.5-3	The Contractor shall maintain core MMIS capabilities so the workflow engine provides the ability to create workflows that route and assign cases to the appropriate staff.
GEN.5-4	The Contractor shall maintain core MMIS capabilities so the workflow engine supports supervisory functions for workflow management.
GEN.5-5	The Contractor shall maintain core MMIS capabilities so the workflow engine provides the ability to assign caseload "weights" to cases, program integrity requests, or PAR requests.
GEN.5-6	The Contractor shall maintain core MMIS capabilities so the workflow engine provides the ability to assign Authorized System Users and manage capacity levels to Authorized Users.
GEN.5-7	The Contractor shall maintain core MMIS capabilities in order for the workflow engine to provide an automatic real time update process as tasks are completed.
GEN.5-8	The Contractor shall maintain core MMIS capabilities so the workflow engine creates work items in the workflow as a result of automated alerts when defined changes occur.
GEN.5-9	The Contractor shall establish training workflows for Authorized System Users.
GEN.5-10	The Contractor shall maintain core MMIS capabilities so the workflow engine integrates Fiscal Agent Operations workflow management processes with Department utilized office productivity applications to support process execution.
GEN.5-11	The Contractor shall maintain core MMIS capabilities so the workflow engine provides Authorized System Users the ability to monitor, intervene in, and resolve rules based action or unexpected failures.
GEN.5-12	The Contractor shall maintain core MMIS capabilities so the workflow engine allows Authorized System Users to submit requests to update System profiles which initiates a workflow for the Department to approve.
GEN.5-13	The Contractor shall maintain core MMIS capabilities so the workflow engine automatically and securely routes grievances and appeal requests to the Authorized System Users or group for levels of review.
GEN.5-14	The Contractor shall maintain or improve core MMIS capabilities so the workflow engine supports workflow access, assignments, and execution for essential components of the business processes. The Contractor shall ensure that the version of the workflow software is up to date.
GEN.6 Data Management: The management, security, configuration, integrity, validity, naming, structure, and accessibility/availability of data within the system.	
GEN.6-1	The Contractor shall maintain core MMIS capabilities for secure and reliable data exchanges across all internal and external systems.
GEN.6-2	The Contractor shall maintain core MMIS capabilities to accommodate Data changes for State, federal, and administrative and clinical Data structures/elements.
GEN.6-3	The Contractor shall maintain core MMIS capabilities to provide access to business processes for all Authorized System Users and business partners.
GEN.6-4	The Contractor shall maintain core MMIS capabilities to provide the ability to view the Data dictionary information online for any System field while viewing the actual Data in the System.
GEN.6-5	The Contractor shall provide and maintain documentation for all structured Data in the System (the database).
GEN.6-6	The Contractor shall maintain core MMIS capabilities for role-based Authorized System User profiles to allow direct data entry into the System.
GEN.6-7	The Contractor shall maintain core MMIS and any supporting services so Data management operations and practices: <ul style="list-style-type: none"> - Meet HIPAA, HITECH, ARRA and other federal and State privacy and security requirements as they currently exist and be Configurable to assist in meeting future requirements. - Ensure security, accuracy, and timeliness of Data interfaces.

EXHIBIT J, MMIS REQUIREMENTS AND SLAS

Number	Requirement
GEN.6-8	The Contractor shall maintain responsibility for the following: <ul style="list-style-type: none"> - Data Confidentiality - prevent disclosure to unauthorized persons or Systems. - Data Integrity - Data cannot be modified undetectably. - Data Availability - access is not inappropriately blocked or denied. - Data Authenticity - validation of transactions. - Data Security - encryption and Department approved security protocols and processes. - Non-repudiation of Data - parties to a transaction cannot deny their participation in the transaction
GEN.6-9	The Contractor shall maintain the MMIS capability to allow viewing of raw interface files for up to one hundred and twenty (120) calendar days.
GEN.6-10	The Contractor shall maintain-the responsibility to archive raw interface files after one hundred and twenty (120) calendar days and maintain for up to six months.
GEN.6-11	The Contractor shall implement a new solution that does not currently exist, to compare Members' addresses on record with address information submitted on claims/encounters, validate whether the new address is still within the service area of the assigned MCO, and alert appropriate System users of a potential address change.
GEN.7 System Reporting: Standard, ad hoc and customizable, system monitoring and assessment reporting.	
GEN.7-1	The Contractor shall maintain core MMIS capabilities to generate a summary of historical file transfers.
GEN.7-2	The Contractor shall maintain the production of all required reports in a timely fashion to meet the report's delivery timeline, using current and accurate Data.
GEN.7-3	The Contractor shall implement a new solution that does not currently exist for transparency of all data fields in reports generated by the System including providing the Department with SQL, pseudo code, narrative description, or some combination thereof to document completely the algorithms and formulas used in all reported fields and computed variables, analytic protocols and assumptions.
GEN.7-4	The Contractor shall implement a solution that does not currently exist to provide online, human readable documentation of the logic used to derive calculations and reports, along with the descriptions of data elements used in the calculations and reporting.
GEN.8 System Performance: Ensuring the availability of the system and minimizing unscheduled downtime	
GEN.8-1	The Contractor shall maintain core MMIS capabilities to support use of tools that deliver asynchronous communication, and timely alerts and notifications.
GEN.8-2	The Contractor shall maintain core MMIS capabilities to ensure unscheduled downtime (defined as any time the User cannot access the System or carry out business functions) due to any failure is limited. Failures include: <ul style="list-style-type: none"> - Delays or interruptions in the operation of System and related services caused by inadequate equipment or processing capacity. - Components not available for use by Authorized System Users as required except during periods of scheduled maintenance. - Inability to adjudicate to a paid, denied, or suspended status, all claims received by the Department within one business day of receipt. - Screen response time in excess of defined response times in this RFP. - Web Portal not available for use at all times except during periods of scheduled downtime. - Authorized System Users unable to create, process or store reports.
GEN.9 Interface Establishment and Maintenance: The sending/receiving, storage, transformation, and interoperability of data between the core MMIS and all interfacing	

EXHIBIT J, MMIS REQUIREMENTS AND SLAS

Number	Requirement
GEN.9-1	<p>The Contractor shall maintain core MMIS data layout documentation, Data dictionary, Data mapping crosswalk, inbound/outbound capability, and frequency for all interfaces at no additional cost to the Department. Data dictionary shall be developed using industry best practices identified and cited by the Contractor and approved by the Department. At a minimum, the Data dictionary shall contain for each field:</p> <ul style="list-style-type: none"> • Human readable/"plain English" field name. • A field description. • Database field name. • Database table. • Field Type and length. • Codes associated with the field. • Descriptions of each code. • Original field source (e.g., CBMS, 837, practitioner claim).
GEN.9-2	<p>The Contractor shall maintain core MMIS capabilities to support a Data interface/Data exchange with the enrollment broker Contractor and other Department-defined entities, and provide direct, update access to the Provider PCMP enrollment and disenrollment functionality of the System.</p>
GEN.9-3	<p>The Contractor shall maintain core MMIS capabilities to collect, track, and search all health demographics information related to notes, history, contacts, eligibility, correspondence, authorizations, care plans, claims/encounters, capitations, state health information exchange data, attachments, financial, and appeals, all based on security roles.</p>

EXHIBIT J, MMIS REQUIREMENTS AND SLAS

Number	Requirement
TECH.1 Rules Engine Configuration and Maintenance: Support, manage, and document user-configurable changes to reference and program data rules. Include a configuration management plan in proposals.	
TECH.1-1	The Contractor shall provide and maintain a configuration management plan.
TECH.1-2	The Contractor shall maintain core MMIS capabilities to flexibly manage, update, streamline, and maintain benefit plans, business rules, and policies for the Department.
TECH.1-3	The Contractor shall maintain core MMIS capabilities to support Authorized System Users in creating system rules for business functions for Provider, Member, claims, program integrity, prior authorization, reference Data, rates, and managed care system areas.
TECH.1-4	The Contractor shall maintain-core MMIS capabilities to support a process for Department review and approval of the rules configuration and rules engine design updates.
TECH.1-5	The Contractor shall maintain-access to documentation regarding business rules.
TECH.1-6	The Contractor shall maintain the ability to respond to changes in the business by using business rules management, business process management, and business activity monitoring tools where practical.
TECH.1-7	The Contractor shall maintain a workflow and rules approval process for the rules engine.
TECH.1-8	The Contractor shall implement a new solution to provide inquiry access to business rules by topic and key word, Authorized users need a simple searchable solution to research business rules.
TECH.1-9	The Contractor shall implement a solution to provide ongoing training and documentation on exception handling rules.
TECH.1-10	The Contractor shall implement a new solution to allow the Department and vendor to manage, maintain, and schedule implementation of rule changes for multiple programs simultaneously.
TECH.1-11	The Contractor shall implement a new solution that does not currently exist to clone, modify, and implement rules concurrently.
TECH.1-12	The Contractor shall implement a new solution that does not currently exist to provide a process for a built-in, multi-level rule review and approval process that will validate logic errors, conflicts, redundancy, and incompleteness across business rules to identify any conflicts in business rules as they are being developed, tested, and implemented.
TECH.2 User Interface and Panel Navigation - Maintenance of user interfaces through browsers and VPN applications, including user navigation features included in the current core MMIS.	
TECH.2-1	The Contractor shall maintain core MMIS compatibility with Microsoft Edge, Safari, Google Chrome, and Firefox.
TECH.2-2	The Contractor shall maintain web-based pages so they are accessible on mobile platforms.
TECH.2-3	The Contractor shall maintain-core MMIS capabilities to save and name multiple User defined search and sort parameters so they can be performed later.
TECH.2-4	The Contractor shall maintain core MMIS capabilities to provide the ability for Authorized System Users, such as Department designees, Members, Providers, and Department vendors, to obtain secure, real-time access to the System as defined by the Department, through applications on their smart phones, tablets, and other mobile technologies.
TECH.2-5	The Contractor shall implement a solution to expand core MMIS capabilities for Authorized System Users and designees to search and query by Department defined fields and pull reports and documentation associated with these fields.
TECH.2-6	The Contractor shall implement a new solution that does not currently exist to accept digital signatures from providers.
TECH.3 Ongoing Technical Operations - Maintain and meet current system standards for technical operations including registration and attestation, letter and form generation, equipment, and software.	
TECH.3-1	The Contractor shall maintain core MMIS capabilities to troubleshoot and debug Data processing errors.
TECH.3-2	The Contractor shall maintain core MMIS capabilities to support different/multiple aspect ratios and screen resolutions for System displayed Data, with the ability to maximize, minimize, and show multiple screen displays.

EXHIBIT J, MMIS REQUIREMENTS AND SLAS

Number	Requirement
TECH.3-3	The Contractor shall continue to procure and maintain infrastructure hardware and software including upgrades and technology refreshes to maintain functionality of all interfaces.
TECH.3-4	The Contractor shall maintain core MMIS capabilities to generate and track internal messaging notes between system administrators regarding an Authorized System User’s profile.
TECH.3-5	The Contractor shall maintain core MMIS capabilities to create and maintain multiple group-based (role based) customized display environments of System information.
TECH.3-6	The Contractor shall maintain the same version of Microsoft Office as the Department within the limitations of the Contractor’s corporate software release strategy.
TECH.3-7	The Contractor shall support the appeals, reconciliation, and reporting of Provider compliance with the Colorado Registration and Attestation.
TECH.3-8	The Contractor shall maintain core MMIS capabilities in a hosted solution, including technical operations, maintenance, and support.
TECH.3-9	The Contractor shall maintain core MMIS capabilities to automate the meta-tagging of documents based upon their contents, and to allow User defined meta-tags.
TECH.3-10	The Contractor shall maintain the ability to retrieve archived information in an online viewable, indexed and content-searchable manner with version control for all System forms, documents, Data files, Data and manuals when requested by Authorized System Users.
TECH.4 EDMS - EDMS technology supporting workflow management processes, includes maintenance of a document imaging system and document storage.	
TECH.4-1	The Contractor shall maintain core MMIS capabilities to have OCR and scanning capability for direct Data entry.
TECH.4-2	The Contractor shall maintain core MMIS capabilities for Authorized System Users to print and download (in multiple formats) any EDMS content from search.
TECH.5 Web Portal - Web portal for providers/other entities to conduct electronic transactions and verifications, and receive communications.	
TECH.5-1	The Contractor shall maintain core capabilities to support logging, tracking, and auditing web access for any Member or Provider Data queries.
TECH.5-2	The Contractor shall maintain core capabilities for a search capacity function of the information on the web portal.
TECH.5-3	The Contractor shall maintain core MMIS capabilities for Providers to generate queries of their claim/encounter activity, including the associated claim/encounter status.
TECH.5-4	The Contractor shall maintain the process to make available to Providers and Authorized System Users online information on services available, and their limits, by Health Benefit Plan and Member.
TECH.5-5	The Contractor shall maintain core MMIS capabilities for workflow management to sort, route, and create alerts to the proper work group based on web portal actions.
TECH.5-6	The Contractor shall maintain core MMIS capabilities for Authorized System Users to access and download electronic X12 reports and HIPAA reports.
TECH.5-7	The Contractor shall maintain the ability to facilitate interactive, role-based functionality within the web portal where nursing facility Providers can electronically submit and obtain approval for Post Eligibility Treatment of Income (PETI) forms. Ensure integration of the PETI submission process with the Case Management System for inclusion of PETI information with Member Data.
TECH.5-8	The Contractor shall maintain the ability to facilitate interactive, role-based functionality within the web portal where HCBS Providers can electronically submit and obtain approval for Post Eligibility Treatment of Income (PETI) forms. Ensure integration of the PETI submission process with the Case Management System for inclusion of PETI information with Member Data.
TECH.5-9	The Contractor shall maintain core capabilities for Providers to complete online submission of all HIPAA standard transactions and other identified transactions via the web portal. Other non-standard transactions shall be accommodated using the change management process.
TECH.5-10	The Contractor shall maintain core MMIS capabilities for comprehensive trading partner management process in the System that allows for the trading partner to be linked to the billing Provider and that information to be incorporated, updated, and viewable in the web portal.
TECH.5-11	The Contractor shall implement a solution for an Authorized System User to have single sign-on access, interface, and linkage to other resources, sites, and portals as needed by the Department.

EXHIBIT J, MMIS REQUIREMENTS AND SLAS

Number	Requirement
TECH.6 Technical Systems Documentation - Maintain and make available technical systems documentation for core MMIS.	
TECH.6-1	The Contractor shall maintain the process to revise System documentation when modifications are made to ensure documentation remains current with functionality.
TECH.6-2	The Contractor shall maintain the online end User and System Administrative Documentation.
TECH.6-3	The Contractor shall offer a solution to maintain current System documentation, which includes the System's Database schema, Data dictionaries, entity-relationship diagrams, complete System architecture and Configuration diagrams, network diagrams (as applicable), and interface standards for the entire System, including those supporting Proprietary Contractor Material (this does not include proprietary information related to COTS products). Maintain all service delivery documentation related to the design of each module/component and its interaction with other modules/components as appropriate.
TECH.6-4	The Contractor shall implement a new-solution to document and maintain all business rules in a human readable format, including any exception handling rules.
TECH.7 Application Environments - The establishment and maintenance of application environments for development, testing, and production, including data refresh and staging area for benefit updates.	
TECH.7-1	The Contractor shall maintain System environments (e.g., multiple environments, multiple application layers, hub architecture, etc.) necessary to perform all required core MMIS functions such as testing, training, production operations, modeling, and disaster recovery.
TECH.7-2	The Contractor shall maintain-core MMIS capabilities to pilot business rules to be applied to a designated group in a test environment using flexible indicators and parameters.
TECH.7-3	Contractor shall maintain core MMIS capabilities to run multiple sessions/environments/applications/areas/views simultaneously.
TECH.7-4	Contractor shall maintain core MMIS capabilities to minimize production System Configuration errors by using clear, concise, and automated business rules.
TECH.7-5	Contractor shall implement a new solution that does not currently exist to support simultaneous BRE updates in the same environment and different environments.
TECH.8 Help Desk Services - Help desk to support end user needs and triage issues.	
TECH.8-1	The Contractor shall provide support to Authorized System Users of the core MMIS and supporting systems.
TECH.8-2	The Contractor shall maintain technical or operational support based on call issue, and provide the appropriate staff to answer the question(s).
TECH.8-3	The Contractor shall maintain weekly and monthly reports on all help desk inquiries, the nature of the inquiries and the timeliness of responses to inquiries.
TECH.8-4	The Contractor shall provide a solution that does not currently exist for a online knowledge base for Authorized System Users, which includes core MMIS and Provider enrollment support.
TECH.9 Change Management - Provision of change management services to Department.	
TECH.9-1	The Contractor shall maintain core MMIS capabilities to provide reports of system changes, including those that have been implemented in the previous month and future planned change requests.
TECH.9-2	The Contractor shall maintain core MMIS capabilities to revert to the previous Configurations of a new change that causes an undesirable system impact, within a defined time period in the Change Request.
TECH.9-3	The Contractor shall maintain a Change Management Plan that includes technical, system, and operational support for change requests.
TECH.9-4	The Contractor shall maintain-core MMIS capabilities and provide support for the design, development, testing and implementation of changes and Enhancements, per the approved Configuration Management Plan.
TECH.9-5	The Contractor shall-document lessons learned for each Enhancement, and update the Change Management Plan if applicable, as part of a continuous improvement process.
TECH.9-6	The Contractor shall work with the Department to recommend changes to the System to make improvements and efficiencies throughout the life of the contract.

EXHIBIT J, MMIS REQUIREMENTS AND SLAS

Number	Requirement
COR.1 Claims Processing and Maintenance	
1.1 Reference Data Management: Maintenance and update of reference data used during claims processing, such as member, provider, code sets, fee schedules, edit, and disposition codes, including interfaces and data file transfers.	
COR.1.1-1	The Contractor shall maintain core MMIS capabilities to identify and classify concepts including disease states, chronic conditions, possibly fraudulent billing, and Provider preventable conditions.
COR.1.1-2	The Contractor shall maintain-core MMIS capabilities to allow mass updates of reference files as required.
COR.1.1-3	The Contractor shall maintain core MMIS capabilities to allow Authorized System Users to manually update reference files as defined by the Department.
COR.1.1-4	The Contractor shall maintain core MMIS capabilities to transmit all reference Data to the Data warehouse for reporting and analytics purposes.
COR.1.1-5	The Contractor shall maintain the core MMIS capabilities to allow Authorized System Users select any code, (e.g., DRG, REV code, CPT) in any System screen and automatically launch a feature that provides the reference Data and rules associated with any code in the system.
COR.1.1-6	The Contractor shall maintain core MMIS capabilities for Providers to electronically search and view HIPAA adjustment reason and remark codes.
COR.1.1-7	The Contractor shall maintain core MMIS capabilities to retrieve archived reference codes.
COR.1.1-8	The Contractor shall maintain core MMIS capabilities to capture, store, maintain, inquire, and report current and historical records of benefit assignment(s) for Members.
COR.1.1-9	The Contractor shall maintain MMIS capabilities to store, maintain, and report Provider IDs submitted on claims and used in claims processing.
COR.1.1-10	The Contractor shall maintain core MMIS functionality for Providers using EFT to include interagency CORE transactions.
COR.1.1-11	The Contractor shall ensure MMIS capability to automatically verify email addresses and continually maintain valid email addresses.
COR.1.1-12	The Contractor shall capture, store, validate, maintain and report the necessary Provider Data needed to comply with the ACA Provider Screening Rule.
COR.1.1-13	The Contractor shall ensure a Solution so the ACA Provider Screening Rule is the basis for the Provider enrollment process and any tools, as directed by the Department.
1.2 Benefit Plan Management	
COR.1.2-1	The Contractor shall implement a new solution for an authorized System users to add, change, and inquire on indicators and parameters related to benefit plans and adjudication rules.
COR.1.2-2	<p>The Contractor shall implement a new Solution to define an episode of care and all associated claims/encounters clearly with the episode of care. (e.g., construct an inpatient admission episode of care that links all outpatient, physician, and pharmaceutical claims/encounters related to that admission). This includes single, ranges and combinations of code sets such as:</p> <ul style="list-style-type: none"> -ICD diagnoses and procedures -HCPCS/CPT/CDT -Procedure modifiers -Revenue codes -Bill types -Places of service -Provider taxonomy -Provider type
COR.1.2-3	The Contractor shall implement a new solution to flexibly manage, update, streamline, and maintain benefit plans, business rules, and policies for the Department.
COR.1.2-4	The Contractor shall implement a new solution to simplify business rules and policies to establish streamlined benefit plans for claims processing purposes.
1.3 Claims Pricing: Establishment of rates, and application of pricing rules and fee schedules to claims/encounters to calculate allowed amount according to policy.	
COR.1.3-1	The Contractor shall maintain core MMIS capabilities for Authorized System Users to view the pricing methodology and calculation used to process each claim/encounter.

EXHIBIT J, MMIS REQUIREMENTS AND SLAS

Number	Requirement
COR.1.3-2	The Contractor shall maintain core MMIS capabilities to price claims according to Department policy for all established programs.
1.4 Claims Adjudication: Application of reference data and rules to check claim validity, member and provider eligibility, benefit plans, edits, audits, and business rules; and claim disposition.	
COR.1.4-1	The Contractor shall maintain core MMIS capabilities to report detail and summary level claims/encounters weekly.
COR.1.4-2	The Contractor shall implement a new solution to improve core MMIS capabilities to provide an audit trail linking original claim/encounters to all adjustments.
COR.1.4-3	The Contractor shall implement a new Solution to limit payment by the following: <ul style="list-style-type: none"> -services limited as Authorized through a PAR -services exceeding dollar or utilization limits for the benefit plan -services not in the approved Member Service Plan
COR.1.4-4	The Contractor shall implement a Solution to track all claims/encounters reviewed by Contractors.
COR.1.4-5	The Contractor shall implement a Solution to use Provider credentialing information in claims/encounters adjudication and pricing including the ability to set denial status when a license expires.
1.5 Prior Authorization: Checking for prior authorization policy applications.	
COR.1.5-1	The Contractor shall maintain core MMIS capabilities to assign and track unique control numbers for all PARs used in claims processing.
COR.1.5-2	The Contractor shall maintain-core MMIS capabilities to manage and track PAR revision history.
COR.1.5-3	The Contractor shall check for, maintain, and track prior authorization business rules and the presence of a PAR for the dates, services, and all other relevant criteria on the claim, including PAR header Data.
1.6 Financial: Claims related financial processes, including payment processing, accounts payable, accounts receivable, cash processing, adjustments, withholds, budget coding for reporting.	
COR.1.6-1	The Contractor shall allow for the ability to utilize "back button" throughout the various subsystems within iC.
COR.1.6-2	The Contractor shall maintain core MMIS capabilities to perform accounts payable and accounts receivable (AP/AR) functions, including: <ul style="list-style-type: none"> - User-defined aging criteria - Allowing scheduled payments based on percentages, set payment amounts or other criteria - Creation of ARs as a percentage or defined amount - Online access to outstanding account summary information - Reducing open ARs by applying claim/encounter or other payment amounts to debt and auto creation of AR during recoupment - Transfer of AR when Providers change ownership - Hierarchy for resolution of ARs in accordance with Department rules and policy
COR.1.6-3	The Contractor shall maintain-existing core MMIS capabilities to process, verify, and adjudicate mass adjustments for all paid and denied claims/encounters, capitations payments, and zero pays.
CORE.2 Managed Care: Managed care related delivery and models for payment and provider agreements.	
COR.2.1-1	The Contractor shall maintain core MMIS capabilities to provide an audit trail linking original capitation to all adjustments.

Number	Requirement
FAO.1 Mailroom/Document Management - Mailroom and print center to support operational functions related to claims and provider management.	
FAO.1-1	The Contractor shall maintain responsibility to operate a mailroom and print center to support Provider relationship management, claims/encounters adjudication, and required Member and Provider functions.
FAO.1-2	The Contractor shall maintain responsibility to log the entry of all hard copy documents, store in the EDMS, and index to the appropriate Member or Provider.
FAO.1-3	The Contractor shall maintain responsibility to accept paper attachments and associate them with the appropriate paper claims.
FAO.2 Provider Business Operations Support. Support for provider operations, including provider data, enrollment, billing, outreach, training, appeals/grievances, and provider directory.	
FAO.2-1	The Contractor shall maintain responsibility to provide procedures and workflow process to manage paper claims and other items that need to be returned to Providers.
FAO.2-2	The Contractor shall maintain responsibility to inactivate or suspend all Providers not responding to recertification or relicensure requirements in accordance with Department guidelines.
FAO.2-3	The Contractor shall maintain responsibility to manage, publish, update, index, and provide electronic public access to all the Colorado Medical Assistance program's online information.
FAO.2-4	The Contractor shall maintain responsibility to provide telephone and electronic access to Eligibility Verification and HIPAA transactions free of charge to Providers and all other Department approved Contractors.
FAO.2-5	The Contractor shall maintain responsibility to manage a help desk for Provider relationship management for the Colorado Registration and Attestation state level registry State Level Repository (SLR).
FAO.2-6	The Contractor shall maintain responsibility to manage a help desk for Provider relationship management, coordinate with other Contractors to manage, support, and resolve Provider enrollment issues, electronic transactions and inquiries, and SLR inquiries.
FAO.2-7	<p>The Contractor shall maintain the responsibility to utilize information from the following systems to perform background checks in accordance with the ACA Provider Screening Rule (42 CFR § 455.400) upon the Provider's application, at reverification and as required by the Department, including:</p> <ul style="list-style-type: none"> • LEIE/MEDEPLS • NPPES • Medicare terminations • Other state Medicaid or CHP terminations • HHS' health care Integrity & Protection Database • Social Security Administration's Death Master File • License Verification
FAO.2-8	The Contractor shall maintain the ability to allow Providers to electronically appeal enrollment denials.
FAO.2-9	The Contractor shall maintain core MMIS capabilities to systematically send a response to Providers indicating Members within a household which have met their 5% copay threshold via a HIPAA-compliant 271 transaction.
FAO.2-10	The Contractor shall maintain core MMIS capabilities to allow "Group" enrollment type Providers to be able to include and update their individual affiliations and associations during enrollment, revalidation and by maintenance update.
FAO.2-11	The Contractor shall maintain the solution for a web-based survey tool that the Contractor or Department can use to develop and administer Provider surveys that will capture electronic responses.

EXHIBIT J, MMIS Requirements and SLAs

FAO.2-12	The Contractor shall maintain the Provider Enrollment process, including any necessary re-validation and screening, by providing an acceptance / rejection electronic letter to Colorado Medical Assistance program Providers.
FAO.2-13	The Contractor shall maintain the process for requiring terminated Providers to re-enroll in the program and meet all Department policies and instructions.
FAO.2-14	The Contractor shall maintain the process to allow Providers to enroll in Health Benefit Plans or to limit services to specific populations.
FAO.2-15	The Contractor shall maintain the ability to change Provider enrollment process based on Department business needs and Department and CMS policies.
FAO.2-16	The Contractor shall maintain the public facing, Department hosted Medicaid enterprise website and web pages.
FAO.2-17	The Contractor shall maintain capabilities to store, monitor, and publish online for Providers reports, manuals, bulletins, online listings, and other documents as specified by the Department.
FAO.2-18	The Contractor shall maintain core capabilities in the Provider Portal to allow online access for the following pharmacy content: Web announcements <ul style="list-style-type: none"> • Training schedules and enrollment • Information on the diabetic supply program • Various forms including prior authorization form • Information on maximum allowable costs • Information on preferred drug lists • Information on prescriber lists • Pharmacy meetings
FAO.2-19	The Contractor shall proactively communicate to Providers when a Member has met copay requirements.
FAO.2-20	The Contractor shall perform site visits as part of Provider enrollment if required, as directed by the Department.
FAO.3 Member Business Operations Support: Support for member-related operations, including eligibility processing, health plan assignment and benefit	
FAO.3-1	The Contractor shall provide enrollment/disenrollment functions so business operations are not affected by System limitations.
FAO.3-2	The Contractor shall maintain core MMIS capabilities to capture, store, maintain, inquire, and report current and historical records of benefit assignment(s) for Members.
FAO.3-3	The Contractor shall maintain responsibility to provide real-time response to Member eligibility and benefit inquiries. <ul style="list-style-type: none"> • Real-time responses to eligibility lookup for benefits and services. • Real-time responses for managed care enrollment/eligibility lookup. • Operate the inquiry interchange for Member eligibility and enrollment verification.
FAO.3-4	The Contractor shall maintain responsibility to generate appropriate PAR approval, pending, and denial notices to Providers including denial reason, grievance and appeal rights, and procedures.
FAO.3-5	The Contractor shall maintain responsibility to retain PAR notifications delivered by the Department's Prior Authorization Contractor and store all Data used to populate the notification.
FAO.3-6	The Contractor shall maintain responsibilities to collect and store additional addresses and other contact information for all Member records, not limited to head of household.

EXHIBIT J, MMIS Requirements and SLAs

FAO.3-7	The Contractor shall maintain communications such as sending Member notices, EOMBs, Medical Service Questionnaires (MSQ), Prior Authorization and track and monitor all responses received from the communications.
FAO.3-8	The Contractor shall maintain the capability to store and review records of Provider inquiries for Member eligibility.
FAO.3-9	The Contractor shall maintain processes to complete all tasks associated with EOMBs.
FAO.3-10	The Contractor shall maintain the capability for enrolled Providers to request and receive HIPAA compliant eligibility verification, claim status and any other current functionality from the interChange via the Provider Portal and in real-time Safe Harbor interfaces.
FAO.4 Department Business Operations Support - Support for Department operations, including data analytics support, strategic planning, training, and policy	
FAO.4-1	The Contractor shall maintain responsibility for preparing and distributing meeting agendas, preparing and distributing meeting minutes for Department review, and maintaining final approved agendas and minutes.
FAO.4-2	The Contractor shall maintain responsibility to host a weekly Fiscal Agent Operations status meetings with key Department personnel to discuss progress, issues, problems, and planning. The Contractor reports on current operations status, progress on System maintenance, claims/encounters inventory balances, claims/encounters backlogs, Data entry backlog, and suspense file status, and modification activities separately.
FAO.4-3	The Contractor shall operate and support all reference Data maintenance functions, files, and Data elements necessary to meet the requirements of the Department.
FAO.4-4	The Contractor shall provide and support Data-merge functionality through various applications delivering clean contact Data and Department prescribed standard texts into standard communications.
FAO.4-5	The Contractor shall maintain Member records in the System and provide response to Provider inquiries on claims, services, or benefits, as appropriate.
FAO.4-6	The Contractor shall establish and lead cross Contractor and Department operational status meetings (i.e., with CBMS, BIDM, PBMS, UM Contractors) when determined necessary by the Department.
FAO.4-7	The Contractor shall assist in developing processing forms and instructions to be used internally with Department staff.
FAO.4-8	The Contractor shall maintain in accordance with 45 CFR Part 74, accounting books, accounting records, documents, and other evidence pertaining to the administrative costs and expenses of this Contract to the extent and in such detail as shall properly reflect all revenues; all net costs, direct and apportioned; and other costs and expenses, of whatever nature, that relate to performance of contractual duties under the provisions of this Contract. The Contractor's accounting procedures and practices shall conform to generally accepted accounting principles, and the costs properly applicable to this Contract shall be readily ascertainable.
FAO.4-9	The Contractor shall maintain the ability to adjust the timing of any payment cycle as directed by the Department.
FAO.4-10	The Contractor shall provide any Fiscal Agent Operations support necessary for the BIDM to complete CMS37 and CMS64 reporting.
FAO.4-11	The Contractor shall maintain core MMIS capabilities to perform print functions for financials and Internal Revenue Service (IRS) 1099 forms in accordance with Department policies.
FAO.4-12	The Contractor shall maintain reporting that includes metrics on interactions, through the web portal and all other mediums used for communications with Providers.
FAO.4-13	The Contractor shall maintain the process of monitoring the System for issues and errors and notifying the Department when they are identified according to their severity. Request that the vendor provide definitions of severity levels and appropriate response time for each level.

EXHIBIT J, MMIS Requirements and SLAs

FAO.4-14	The Contractor shall maintain-the process to manage, publish, update, index, and provide electronic public access to the Colorado Medical Assistance program communications, guides, forms, and files.
FAO.4-15	The Contractor shall coordinate System and supporting systems-related interactions between the Department and other Contractors required to manage and execute a process using the System and supporting systems.
FAO.4-16	The Contractor shall provide the appropriate level of knowledgeable staff that are capable of testing, validating, documenting, and communicating to the Department operational impacts of changes to the System.
FAO.4-17	The Contractor shall provide reliable and complete process for researching, resolving, and responding to Member and Provider issues related to the System or Fiscal Agent Operations brought to the Department's attention.
FAO.5 PA Operations Support - Support for and tracking of PA data from authorizing agents, including research, and updates.	
FAO.5-1	The Contractor shall maintain responsibility to edit claims/encounters for PARs.
FAO.5-2	The Contractor shall maintain responsibility to receive and process PAR requests from Department Contractors to support processing.
FAO.5-3	The Contractor shall capture all audit history for prior authorizations in a human-readable format for end-users to review regardless of the source of the system All audit history information must be updated on a daily basis to ensure the information is reflected accurately
FAO.6 Claims Encounter Services Support - Receipt of claim/encounter data, adjudication and pricing, and generation of claims processing-related operational	
FAO.6-1	The Contractor shall document, maintain, and make available online to Users claims/encounter billing processes, policies and procedures.
FAO.6-2	The Contractor shall maintain core MMIS capabilities to support Authorized System Users to reduce payment, in whole, part, or by percentage, to a Provider based on Department requirements and record the reduction and methodology on the claim at the service detail level.
FAO.6-3	The Contractor shall receive and process all encounter transactions.
FAO.6-4	The Contractor shall provide reconciliation reporting on all claims/encounters processes.
FAO.6-5	The Contractor shall generate a post payment review report(s) based on claims/encounters adjudication criteria and specific edit(s) as established by Authorized System Users.
FAO.6-6	The Contractor shall run financial processing cycles outside of the regular schedule if needed.
FAO.6-7	The Contractor shall maintain the ability to suspend payments for specific services (e.g. HCBS waiver services) furnished to individuals who are inpatients of a hospital, nursing facility, or ICF/ID, or enrolled in PACE.
FAO.6-8	The Contractor shall maintain responsibility to process encounters for any Colorado Medical Assistance program Member, including those who are not Medicaid eligible.
FAO.6-9	The Contractor shall maintain core MMIS capabilities to calculate and set Medicaid co-pay maximums by Health Benefit Plan, Member eligibility, and by Member income and household parameters.
FAO.6-10	The Contractor shall maintain the process of reviewing claim/encounter suspense reports and taking appropriate actions to finalize suspended claims/encounters.
FAO.6-11	The Contractor shall maintain core MMIS capabilities to support Authorized System Users to identify and limit services within a Benefit Health Plan and by a specific Member, based on utilization criteria established by the Department.
FAO.6-12	The Contractor shall maintain the ability to provide specific reason(s) to Providers describing the status of claims/encounters.
FAO.6-13	The Contractor shall maintain the process for applying voids and adjustments to claims/encounters as directed by the Department.

EXHIBIT J, MMIS Requirements and SLAs

FAO.6-14	The Contractor shall maintain the responsibility to identify, analyze, and correct errors that have resulted in improper claims/encounters processing, trace to the source, reprocess as needed, and report to the Department.
FAO.6-15	The Contractor shall maintain core MMIS capabilities to allow mass updates of reference files as required, while allowing for unrelated concurrent reference file updates.
FAO.6-16	The Contractor shall maintain reporting capabilities to report detail and summary level claims/encounters weekly.
FAO.7 Workflow Management Support - Support business process efficiencies through work assignments, status tracking, and escalation path.	
FAO.7-1	The Contractor shall maintain workflow processes that are assignable to System Users, and are tracked by status.
FAO.7-2	The Contractor shall maintain an escalation path for workflow tasks to be sent to supervisor or higher level System Users for action.
FAO.7-3	The Contractor shall implement a new solution to generate follow-up communications according to workflow rules.
FAO.8 Program Integrity Support Services - Support for fraud, waste, and abuse identification and reporting.	
FAO8-1	The Contractor shall maintain core MMIS capabilities to edit claims/encounters based on Provider referral conflict of interest.
FAO.8-2	The Contractor shall maintain quality control on all reference file updates in accordance with Department policy and update schedule.
FAO.8-3	The Contractor shall provide a process to conduct automated and/or manual sampling of claims/encounters and reference file Data, including, but not limited to, the retrieval of historical Data for auditing, quality control, and research.
FAO.9 Member Premium Management Services - Support for member premium invoicing processes.	
FAO.9-1	The Contractor shall maintain responsibility to process premium payment billings from CMS (Medicare), and update the Medicare Buy-In files accordingly.
FAO.9-2	The Contractor shall maintain responsibility to price and apply Members' cost share to claims/encounters, such as: <ul style="list-style-type: none"> -copayment, -spend-down, -coinsurance, -Member liability, -deductible.
FAO.11 Operational Reporting - Provide regular and ad hoc operational reporting on key performance measures as required, with query support.	
FAO.11-1	The Contractor shall maintain process to ensure that the Data in reports are current, accurate, exportable, searchable, and accessible and that reports are produced in a timely fashion to meet report's delivery deadline.
FAO.11-2	The Contractor shall maintain-the ability to provide the Department the following: <ul style="list-style-type: none"> -Narrative description of the criteria used to generate the report -Documentation of the algorithms and formulas used in all reported fields and computed variables, analytic protocols and assumptions.
FAO.11-3	The Contractor shall maintain a suite of Contractor-defined, Department approved on-line reports which allow Users to choose from multiple pre-built defined parameters (such as Provider number, procedure code, date of service, etc.) singly or in combination, to generate User-customized results that help users monitor the daily operations of the System and Fiscal Agent Operations.
FAO.11-4	The Contractor shall maintain the process to generate a summary of historical file transfers.
FAO.11-5	The Contractor shall maintain the process to ensure that all codes and abbreviations used in the System have corresponding and easy-to-view narrative descriptions.
FAO.11-6	The Contractor shall maintain the process to ensure that any reporting functionality supports the ability to pull and use the narrative descriptions of codes and abbreviations in addition to the codes and abbreviations themselves.

FAO.11-7	The Contractor shall implement a new solution to regularly and accurately produce operational reports using System Data.
FAO.11-8	The Contractor shall implement a solution to provide a customizable operational dashboard, that includes current and historical System Data.
FAO.11-9	The Contractor shall implement a solution to maintain and provide documentation of the logic that is used to derive calculations and reports, along with descriptions of Data elements used in calculations and reporting. Have full report documentation available, human readable, and online accessible to Department.
FAO.12 Operations/User Documentation - Maintain and make available operations documentation/procedures for all FAO areas.	
FAO.12-1	The Contractor shall maintain process to provide a real-time communications tracking tool with role-based access to monitor and document system updates, day-to-day business, and exchanges between Contractor(s) and the Department.
FAO.12-2	The Contractor shall implement a new solution to collaborate on documentation via editing tools. Include the ability to limit editing of certain documents by type and origination. Track and maintain version history of documents.
FAO.12-3	The Contractor shall implement a new solution to ensure all project and Contract documents are made available on the electronic Data repository and have all versions.
FAO.12-4	The Contractor shall implement a new a solution to access online, current documentation on all operational and reference processes, including desk level procedures.
FAO.13 Auditor Responses Support - Support Department responses to audit investigations and activities as requested.	
FAO.13-1	The Contractor shall provide Data, reports, System documentation, claim history, Provider records, and any other information needed to support the Department's response to an audit.
FAO.13-2	The Contractor shall make System access available to Authorized auditor personnel as requested by the Department.
FAO.13-3	The Contractor shall prepare ad hoc reports as needed for auditor response support.
FAO.13-4	The Contractor shall provide the process to conduct automated and/or manual sampling of claims/encounters and reference file Data, including, but not limited to, the retrieval of historical Data for auditing, quality control, and research.
FAO.13-5	The Contractor shall implement a new solution that does not currently exist to remediate areas identified as findings during audits.
FAO.14 Transmittals - Support for transmittal process for configuration updates, research, approvals, etc. to be fully defined; including capture of and access	
FAO.14-1	<p>The Contractor shall implement a new solution to support the Transmittal process which meets the following needs of the Department:</p> <ul style="list-style-type: none"> •Is online and accessible by both the vendor and the Department •Has a configurable workflow •Has robust, configurable reporting capabilities with standard and ad hoc reports •Allows attachments of various standard file types to workflow products •Has modifiable search capabilities, including on the notes field and attachments •Generates alerts within the workflow as defined by the Department •Is populated with historical Transmittal Data from the legacy Transmittal application •Has role-based application access, workflow actions, and notifications •Allows Authorized Users to modify content within the workflow •Training is provided for the applications functionality and use •Is maintained by the vendor

EXHIBIT J, MMIS REQUIREMENTS AND SLAS

Number	QMP (Y/N)	Requirement
Monthly SLAs and Performance Management - Reporting and monitoring performance standards during life of the contract.		
J5.1	N	The Contractor shall not have any mission critical services (Priority 1 as described in an approved Business Continuity and Disaster Recovery Plan)-interrupted during the month.
J5.2	N	The Contractor is required to have all core services maintained with limited service disruption (Priority 2 as described in an approved Business Continuity and Disaster Recovery Plan) and must be recovered within eight (8) hours following the event that resulted in those services being unavailable.
J5.3	N	The Contractor shall recover all Systems and data where service disruption will cause serious injury to government operations, staff, or citizens (Priority 3 as described in an approved Business Continuity and Disaster Recovery Plan) within forty-eight (48) hours following any event that results in those services being unavailable.
J5.4	N	The Contractor shall recover all Systems and data required for moderately critical agency services and IT functions where damage to government operations, staff, and citizens would be significant but not serious (Priority 4 as described in an approved Business Continuity and Disaster Recovery Plan) within five (5) Business Days following any event that results in those services being unavailable.
J5.6	N	The Contractor shall recover all Systems and data required for less critical support systems (Priority 5 as described in an approved Business Continuity and Disaster Recovery Plan) within the timeframe as mutually agreed upon by the Department and Contractor.
J5.7	N	The Contractor shall make the alternative site or sites described in an approved Business Continuity and Disaster Recovery Plan fully operational within five (5) Business Days of the primary business location becoming unsafe or inoperable during the month unless event occurs during the month that results in the need for the Contractor to move to the alternative site or sites during the month.
J5.8	N	The Contractor shall provide and submit for Department approval, the results of Business Continuity and Disaster Recovery testing annually.
J5.9	N	The Contractor shall provide documentation for investigations, evaluation, public records requests, and subpoenas no later than the date provided within the formal request. This time period shall begin on the first Business Day following the day the Department notifies the Contractor of the formal request. The response date shall be the date the official response is sent to the Department by the Contractor if the Department provides the formal request within 1 Business Day of receiving it. Otherwise, the response date must be mutually agreed upon by the Department and the Contractor and will not necessarily be the date within the formal request.
J5.10	N	The Contractor shall apply necessary software patches in accordance with the timeline and severity/risk rating determined by each software vendor.

EXHIBIT J, MMIS REQUIREMENTS AND SLAS

Number	QMP (Y/N)	Requirement
J5.11	N	The Contractor shall update content of the public facing Medicaid Enterprise website and web pages within the timeframe as determined by the Department.
J5.12	N	The Contractor shall maintain document archives for the life of the Contract, or unless otherwise directed by the Department.
J5.13	N	The Contractor shall respond to Department's archive data requests within (5) business days with a timeframe for the data request to be completed. The vendor will deliver the archived data no later than (20) business days from the request.
J5.14	N	The Contractor shall meet interface requirements according to interface frequency and timing as defined for each interface.
J5.15	Y	The Contractor shall meet the claims processing requirements for State Medicaid Agencies described in 45 CFR 447.45. * Pay 90 percent of all clean claims from practitioners, who are in individual or group practice or who practice in shared health facilities, within 30 days of the date of receipt. * Pay 99 percent of all clean claims from practitioners, who are in individual or group practice or who practice in shared health facilities, within 90 days of the date of receipt. * Pay all other claims within 12 months of the date of receipt, except for those exempt from this requirement in 45 CFR 447.45.
J5.16	N	The Contractor shall return all All hard copy claims missing required date within two (2) business days of receipt of the claim.
J5.17	Y	The Contractor shall maintain a Quality Control (QC) score of ninety-eight percent (98%) or above in the following tasks: - Claims Resolution (edits, audits and manual priced claims) - TPL, overpayment and self-disclosure checks - Transmittals To calculate the QC score, select a random sample of claims, checks or transmittals that is statistically significant at a ninety percent (90%) confidence level, based on using a Z-Score of 1.65, and with a margin of error not to exceed five percent (5%) based on the number of claims, checks or transmittals received during the month.
J5.18	Y	The Contractor shall complete, for all payments- made to the Department by check, that are–received by the Fiscal Agent Operations, the following within ten (10) Business days of initial receipt of the payment: - Cash the check; - Create a cash receipt record; - Apply the repayment amount to claims, except in those cases where the number of claims impacted exceeds one hundred (100), in which case the Contractor may request an extension to the due date; and - Process any overpayment for return to payer.
J5.19	N	The Contractor shall enter through OCR Ninety-nine and a half percent (99.5%) of claims/encounters submitted on paper by the provider without error. This shall be measured by dividing the total number of fields in error by the total number of fields reviewed.

EXHIBIT J, MMIS REQUIREMENTS AND SLAS

Number	QMP (Y/N)	Requirement
J5.20	N	The Contractor shall generate a follow-up letter within thirty (30) calendar days after delivery by the Fiscal Agent of initial notification letters to Providers for accounts receivables.
J5.21	N	The Contractor shall process one (1) provider payment cycle each week unless the Department directs the Contractor to temporarily alter this schedule.
J5.22	N	The Contractor shall generates a digital image of all paper claims and enters all paper claims into the MMIS within five (5) Business days of receipt.
J5.23	N	The Contractor shall assign a date to all unique Internal Control Numbers (ICNs) for all claims, attachments, and adjustments no later than one (1) business day after the date of receipt at the Contractor's site.
J5.24	N	The Contractor shall staff and conduct operations from 8:00 a.m. to 5:00 p.m. Mountain Time, on all State business days, Monday through Friday during the month with the exception of days the Department is closed due to weather, Department-approved and pre-scheduled training sessions, and agreed holidays.
J5.25	Y	The Contractor shall deliver the Monthly Contract Management Report to the Department within fifteen (15) business days following the last day of the month.
J5.26	N	The Contractor shall support the current version and two prior versions of these major web browsers: Edge, Safari, Google Chrome, Firefox for all Gainwell developed software. COTS products may have different requirements which will be discussed with the Department at the time of product selection.
J5.27	Y	The Contractor shall notify all enrolling Providers of any missing or incomplete enrollment information within five (5) business days following identifying missing or incomplete enrollment information at any time throughout the enrollment, credentialing, and verification process during the month. This period shall start on the first business day following the day the information is received.
J5.28	Y	The Contractor shall finalize the enrollment process for each Provider that submits all necessary documentation according to the following: <ul style="list-style-type: none"> - 80% of applications will be completed within 8 days - 100% of applications will be completed within 10 days. - EFTs will be completed within 10 days (not including time spent waiting for the provider to validate and confirm the change request) This period shall start on the first business day following the day on which the ATN is assigned to the application.

EXHIBIT J, MMIS REQUIREMENTS AND SLAS

Number	QMP (Y/N)	Requirement
J5.29	Y	The Contractor shall properly enroll Ninety-five percent (95%) of enrolling Providers during the month. This will be measured by the Contractor selecting a random sample, as agreed to by the Department, of enrollment applications processed to enrolled status during a calendar month. The selected applications shall be reviewed against specified standards and criteria to determine accuracy.
J5.30	N	The Contractor shall submit to the Department any updates or revisions to the Resource Management Plan for Department review and approval. Note that the Department's approval of any resource plan does not imply that the staffing levels are sufficient; the Contractor may still have to increase staffing if they are not meeting the Contract requirements.
J5.31	N	The Contractor shall increase Operations staffing levels if requirements or standards are not being met at no additional cost to the Department.
J5.32	N	The Contractor shall manage Systems staffing levels if SCRs are not able to be completed in a timely manner or to resolve defects per approved SLA by utilizing the enhancement pool hours or at no additional cost to the Department.
J5.33	Y	The Contractor shall report all unscheduled System downtime to the Department within thirty (30) minutes of when the incident begins.
J5.34	Y	The Contractor shall complete all transmittals within five (5) Business Days of receipt of final criteria, except for transmittals that require mass reprocessing. If a transmittal requires a mass reprocessing, the transmittal must be completed closed within eight (8) Business days of receipt. Contractor may request an extension onto the due date on any complex transmittal or where other circumstances create a delay in processing. The Department may grant the Contractor an extension of the due date on any transmittal.
J5.35	Y	The Contractor shall verify the identity of ALL Providers changing EFT account information - according to the most recent approved procedures, and those over \$10,000 in average weekly reimbursement were sent to HCPF for secondary review.
J5.36	N	The Contractor shall deliver all batch files, interfaces, x12s or other transactions in alignment with approved specification.
J5.37	N	The Contractor shall deliver a monthly report on the status of all scheduled release dates. Once the requirements are finalized and the design phase is complete, the Contractor must meet 90% of all scheduled release dates unless modified and approved by joint change request(s).

EXHIBIT J, MMIS REQUIREMENTS AND SLAS

Number	QMP (Y/N)	Requirement
J5.38	Y	<p>The Contractor shall produce Production Defect Resolution Metrics (each month, delivered to dashboard within 5 business days after the last day of the month):</p> <ul style="list-style-type: none"> - Severity 1 production defects resolved within 8 hours of identification. - Severity 2 production defects resolved within 24 hours of identification. - Severity 3 production defects resolved within 20 business days of identification. - Severity 4 production defects resolved within 90 calendar days of identification. - Must provide a schedule for Severity 5 and 6 production defects to be completed within 45 calendar days of identification.
J5.39	N	<p>The Contractor shall maintain statistical information related to SCRs and SDLC Milestone Performance, the following metrics will be available and accurately reported in the dashboard at least monthly and no more than 5 business days after the last day of the month. The underlying data used to calculate the metrics will be accessible for drill-down by the dashboard user at the time of the monthly report:</p> <ul style="list-style-type: none"> - average number of days from SCR# being assigned to the date the policy is submitted. - average number of days from policy submission to estimation. - average number of days from PCB prioritization to: <ul style="list-style-type: none"> - target release quarter identified. - project kick-off - requirements approval - design approval - production release - total number of projects where the target implementation quarter is changed to a later quarter in the last 12 months. - total number of projects where the target implementation date is changed to a later date in the last 12 months. - average number of actual hours a project is over/under the estimated hours. - Project Health: calculation(s) that determine the health of all projects down to a single project including milestone slippage, scope change, operational readiness, estimated vs actual hours.
J5.40	Y	<p>The Contractor shall respond to all Tier II inquiries within one business day of receipt of the ticket. The Contractor shall resolve the Tier II inquiry for services delivered by Gainwell within three business days 90% of the time, measured monthly as defined in the Provider Inquiry Escalation Plan.</p>
<p>Annual SLA, QMP and Performance Management - Reporting and monitoring performance standards during life of the contract.</p>		
J5.41	Y	<p>The Contractor shall deliver the annual SOC audit no later than September 1st.</p>

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Number	QMP (Y/N)	Requirement
J5.42	N	The Contractor shall not have any repeated findings within the following audits: PERM, OIG, OSA, and CMS. If a finding is identified, and the Contractor and the Department agree on a plan for remediation, the finding is exempt only if the repeated finding occurs before the agreed upon remediation plan has been completed. Failure to remedy such findings will result in the Contractor facing consequences, including a Corrective Action Plan, or other actions deemed appropriate by the Department.

EXHIBIT J, MMIS REQUIREMENTS AND SLAS

Number	QMP (Y/N)	Requirement
J6.1	N	The Contractor shall update System Documentation within 20 Business Days of implementing a change.
J6.2	N	The Contractor shall update the Rules Configuration and Criteria Questionnaire (RCCQ) documentation within 20 Business Days of implementing a change.
J6.3	N	All unscheduled Claims Editing system downtime shall be reported to the Department within thirty (30) minutes of when the incident begins during business hours (Monday through Friday 6 a.m. MST to 6 p.m. MST, excluding holidays). After business hours, notification will be provided within sixty (60) minutes of when the incident begins.
J6.4	N	<p>The Contractor shall resolve any service disruption and recover (as defined under Priority 3 in the approved Business Continuity and Disaster Recovery Plan) as follows:</p> <ul style="list-style-type: none"> • Disruptions affecting Colorado only - within forty-eight (48) hours following any event that results in services becoming unavailable. • Disruptions affecting multiple accounts - within seventy-two (72) hours following any event that results in services becoming unavailable.
J6.5	N	The Contractor shall provide and submit for Department approval, results of Business Continuity and Disaster Recovery annual testing.
J6.6	N	The Contractor shall support the current version and two prior versions of these major web browsers: Edge and Google Chrome.
J6.7	Y - 50%	<p>Production Defect Resolution Metrics</p> <p>The Contractor shall resolve defects according to the severity metrics below. The Contractor shall provide a dashboard report of production defects each month, within 5 Business Days after the last day of the month.</p> <ul style="list-style-type: none"> - Severity 1 production defects resolved within 8 hours of identification. - Severity 2 production defects resolved within 24 hours of identification. - Severity 3 production defects resolved within 20 Business Days of identification. - Severity 4 production defects resolved within 90 Business Days of identification. - Provide a schedule for Severity 5 and 6 production defects to be completed within 45 Calendar Days of identification.
J6.8	Y - 50%	The Claims Editing Solution shall be up for 99.9 % of time, excluding any pre-scheduled, approved downtime or maintenance.

EXHIBIT J, MMIS REQUIREMENTS AND SLAS

Number	Requirement
TPL.1-1	The Contractor shall maintain responsibility to perform functions such as storing, processing and sharing data to support the following TPL operations: <ul style="list-style-type: none"> - Cost Avoidance Data - Post-payment Recoveries - Health Insurance Buy In
TPL.1-2	The Contractor shall maintain the responsibility to perform: <ul style="list-style-type: none"> - Cost Avoidance - Trauma Editing - Medicare Buy-In
TPL.1-3	The Contractor shall maintain historical TPL eligibility and coverage in the System.
TPL.1-4	The Contractor shall maintain responsibility for receiving Health Insurance Buy-In (HIBI) Contractor interface file.
TPL.1.5	The Contractor shall maintain responsibility to provide TPL eligibility and coverage information to Providers when Member eligibility is verified by Providers.
TPL.1-6	The Contractor shall maintain responsibility to identify potential TPL cases based on federal law requiring the Department to identify claims associated with an injury or accident.
TPL.1-7	The Contractor shall maintain core MMIS capabilities for a Provider to submit updated Member TPL information and forward the information via workflow to the appropriate recipients.
TPL.1.8	The Contractor shall maintain core MMIS capabilities to support the Department's Recovery and Cost Avoidance contracts.
TPL.1.9	The Contractor shall maintain core MMIS capabilities to apply and reconcile payments to a Member's history.
TPL.1-10	The Contractor shall implement a new solution to accept, store, and display TPL information from any health plan payer.
TPL.1-11	The Contractor shall provide all data necessary to the Enterprise Data Warehouse (EDW) to enable the Department to complete the third-party section of the CMS-64 report and all other State reporting.
TPL.1-12	The Contractor shall apply, track and document recovered monies at the Claim and Encounter level corresponding to the allowed charge.

EXHIBIT J, MMIS REQUIREMENTS AND SLAS

Number	QMP (Y/N)	Requirement	
J8.1	N	The Contractor shall provide an annual report and attest compliance of the following TPL CMS required outcomes and provide performance reports, as applicable for each criteria.	
		CMS Required Outcome	Outcome
J8.1-1		TPL1 Application	The system performs the following: - Records third parties, - Determines the liability of third parties, - Avoids payment of third-party claims, - Recovers reimbursement from third parties after Medicaid claims payment, and - Records information and actions related to the plan.
J8.1-2		TPL2 Health Insurance Information	The system records other health insurance information at the time of application or renewal for Medicaid eligibility that would be useful in identifying legally liable third-party resources.
J8.1-3		TPL3 Information to Determine Legal Liability	The system uses electronic exchange state wage information collection agency. The system(s) regularly updates the member file with any third-party liability information, how long it is valid, and for what services, through regular automated checks with these databases.
J8.1-4		TPL4 Rejection Based on TPL	The system rejects and returns to the Provider for a determination of the amount of liability for all claims for which the probable existence of third-party liability is established at the time the claim is filed.
J8.1-5		TPL5 Pay and Chase Identification	For claims identified with a third-party liability and designated as “mandatory pay and chase,” the system makes appropriate payments and identifies such claims for future recovery. (Examples include preventive pediatric services provided to children, or medical child support from an absent parent.)
J8.1-6		TPL6 Pay and Chase Timeline	The system(s) supports providing up to 100 days to pay claims related to medical support enforcement, preventive pediatric services, labor and delivery, and postpartum care that are subject to "pay and chase." If a state cannot differentiate the costs for prenatal services from labor and delivery on the claim, it will have to cost avoid the entire claim.
J8.1-7		TPL7 Claims Identification for TPL	The system identifies paid claims that contain diagnosis codes indicative of trauma, injury, poisoning, and other consequences of external causes on a routine and timely basis for the purposes of determining legal liability of third parties.
J8.1-8		TPL8 Probable TPL Determination Timeline	The system identifies probable TPL within 60 days after the end of the month in which payment has been made (unless there is an approved waiver to not recoup funds).
J8.1-9		TPL9 Report Generation	The system can generate reports on Data exchanges and trauma codes so that the state can evaluate its TPL identification process.

EXHIBIT J, MMIS REQUIREMENTS AND SLAS

J8.1-10		TPL10 Cost Effectiveness	The system enables the agency to seek reimbursement from a liable third party on all claims for which it is cost effective.
J8.1-11		TPL11 MCO TPL Recovery	As determined by the state policies, system(s) enables the state to manage and oversee TPL recoveries made by its MCOs.
J8.1-12		TPL12 Privacy and Security	Appropriate privacy and security controls are in place so that information exchanged with other agencies is safeguarded.
J8.1-13		TPL13 Reimbursement Tracking	The system tracks TPL reimbursements received so that the state can reimburse the federal government in accordance with the state's FMAP.
J8.2	Y	<p>The Contractor shall process 90% of TPL entries made in the Provider Portal, not suspended for manual processing, within two (2) business days from the date the entry is received. For TPL entries made in the Provider Portal that are suspended for manual processing, 90% must be processed within four (4) business days.</p> <p>The performance measure shall be calculated based on the TPL-0601 Activity Report Deliverable (DEL TPL 1.3.1). The TPL-0601 Activity Report shall contain a column indicating the date the entry was received and column indicating the date the entry was captured in the system (i.e. audit trail date).</p>	
J8.3	Y	<p>The Contractor shall produce a monthly Single Carrier File Metrics Report. The report shall include the following:</p> <ul style="list-style-type: none"> - A list of data matching errors that occurred during the processing of the carrier file. - A comparison of carrier eligibility data received and recoveries currently in process within the MMIS. <p>The performance measure shall be calculated based on the Single Carrier File Metrics Report Deliverable (DEL TPL 1.3.2).</p>	

EXHIBIT J, MMIS REQUIREMENTS AND SLAS

Number	QMP (Y/N)	Requirement
J9.1	Y	The PAI solution uptime shall be 99.9% for each monthly period, excluding any scheduled maintenance downtime agreed upon between the Department and the Contractor. For the purposes of this Performance Standard, “available” means that users can still access all the features and functions of the solution. The Contractor will demonstrate compliance by conducting automated testing for API status and availability. This performance standard shall be measured and based on average availability for the subject month.
J9.2	Y	The PAI Contractor shall process Data available no later than one (1) business day after the Department’s BIDM Contractor submits a valid T-MSIS Data file to the interchange MMIS solution. The performance measure shall be calculated based on the cumulative number of batch failures for the subject month.