

CONTRACT AMENDMENT NO. 12 SIGNATURE AND COVER PAGE

State Agency Department of Health Care Policy and Financing		Original Contract Number 201500002126	
Contractor International Business Machines Corporation		Amendment Contract Number 201500002126A12	
Current Contract Maximum Amount Initial Term		Contract Performance Beginning Date May 1, 2015	
State Fiscal Year 2014-15		\$2,162,500.00	
Extension Terms		Current Contract Expiration Date June 30, 2024	
	State Fiscal Year 2015-16	\$9,860,250.00	
	State Fiscal Year 2016-17	\$4,768,951.23	
	State Fiscal Year 2017-18	\$20,856,823.67	
	State Fiscal Year 2018-19	\$13,591,483.89	
	State Fiscal Year 2019-20	\$11,791,920.57	
	State Fiscal Year 2020-21	\$11,002,957.11	
	State Fiscal Year 2021-22	\$11,611,104.53	
	State Fiscal Year 2022-23	\$12,458,911.00	
	State Fiscal Year 2023-24	\$12,738,089.00	
Total for All State Fiscal Years		\$110,842,991.00	

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

<p style="text-align: center;">CONTRACTOR</p> <p style="text-align: center;">International Business Machines Corporation</p> <p style="text-align: center;">Katherine Dyer, Associate Partner</p> <p>DocuSigned by:</p> <p style="font-size: 1.2em; font-family: cursive;">Katherine Dyer</p> <p>By: <u>D27EA92E08AD486...</u></p> <p>Date: <u>6/10/2022</u></p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">Jared S. Polis, Governor</p> <p style="text-align: center;">Dep. Secretary of Health Care Policy and Financing</p> <p style="text-align: center;">Kim Bimestefer, Executive Director</p> <p>DocuSigned by:</p> <p style="font-size: 1.2em; font-family: cursive;">Kim Bimestefer</p> <p>By: <u>0B6A84797EA8493...</u></p> <p>Date: <u>6/10/2022</u></p>
<p style="text-align: center;">In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER</p> <p style="text-align: center;">Robert Jaros, CPA, MBA, JD</p> <p style="text-align: center;">DocuSigned by:</p> <p style="font-size: 1.2em; font-family: cursive;">Jerrod Cotosman</p> <p>By: <u>76F69541272B43A...</u></p> <p style="text-align: right;">6/13/2022</p> <p>Amendment Effective Date: _____</p>	

Contract Routing Number 201500002126A12

CONTRACT AMENDMENT NO. 12

Original Contract Number 201500002126

1. PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the “Contract”) is entered into by and between International Business Machines Corp., 1 North Castle Drive, Armonk, New York, 10504, (hereinafter called “Contractor”), and the STATE OF COLORADO, acting by and through the Department of Health Care Policy and Financing, 1570 Grant Street, Denver, Colorado 80203 (hereinafter called “Department” or “State”).

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The Department shall not be liable to pay or reimburse Contractor for any performance hereunder, including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

The Parties entered into the Contract to develop and install the Business Intelligence and Data Management System (BIDM). The purpose of this Amendment is to update details regarding Contract Management Report, migrate and remove specific requirements, add contract language and compensation regarding T-MSIS Enhancements, and add language regarding non-solicitation of Department employees.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- In accordance with Section 5.D of the Original Contract, the State hereby exercises its option for an additional term beginning July 1, 2022 and ending on June 30, 2024 at the amounts stated in this amendment.
- Add a requirement regarding non-solicitation of Department employees.
- Amending Exhibit C, REQUIREMENTS, Sections 33.8 – 33.8.5 to update details regarding the Contract Management Report as previously recorded in contract transmittal #166.
- Amending Exhibit C, REQUIREMENTS to: 1) remove specific requirements and 2) migrate specific requirements from one Contract Stage to another as previously recorded in contract transmittal #125.

- Amending Exhibit A, STATEMENT OF WORK, Section 4.1 and 4.2 of CONTRACT PERSONNEL to reflect Non-Key Personnel Enhancement hours for the remainder of the Ongoing Operations and Maintenance Phase and changes to key personnel requirements.
- Amending Exhibit C: REQUIREMENTS, Sections 6.6 – 6.6.3, 6.8 and 6.9 to remove requirement for an Analytics Manager.
- Amending Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1, Subsection 1.1.1.1 to add Monthly Contract Stage Payment Table for Year 7 and Year 8.
- Amending Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 2, Subsection 2.1.1.2.4.1.7 to add Year 7 and Year 8 QMP Payments.
- Correcting a scrivener's error in Amendment #9.

A. Section 7, PAYMENTS TO CONTRACTOR, subsection A., Maximum Amount, is hereby deleted in its entirety and replaced with the following:

Maximum Amount

The maximum amount payable under this Contract to Contractor by the State is shown in the following table, as determined by the State from available funds. Payments to Contractor are limited to the unpaid obligated balance of the Contract at the rates set forth in Exhibit E, Compensation and Quality Maintenance Payments. The maximum amount payable by the State to Contractor is:

State Fiscal Year 2014-15	\$2,162,500.00
State Fiscal Year 2015-16	\$9,860,250.20
State Fiscal Year 2016-17	\$4,768,951.23
State Fiscal Year 2017-18	\$20,856,823.67
State Fiscal Year 2018-19	\$13,591,483.89
State Fiscal Year 2019-20	\$11,791,920.57
State Fiscal Year 2020-21	\$11,002,957.11
State Fiscal Year 2021-22	\$11,611,104.53
State Fiscal Year 2022-23	\$12,458,911.00
State Fiscal Year 2023-24	\$12,738,089.00
Total for All State Fiscal Years	\$110,842,991.00

Funding Changes in Contract Amendment 12

- Adding funds in the amount of \$12,458,911.00 to State Fiscal Year 2022-23 for contract extension including increased costs for Ongoing Operations and Enhancements. Fiscal Year amounts include a 2.0% COLA increase and the expiration of the COVID reductions.
- Adding funds in the amount of \$12,738,089.00 to State Fiscal Year 2023-24 for contract extension including increased costs for Ongoing Operations and Enhancements. Fiscal Year amounts include a 2.0% COLA increase and the expiration of the COVID reductions.

The State Fiscal Year amounts in the table in this section are based on State appropriations. Based on the timing of the invoicing and payment, the Contractor may receive amounts paid in a different State Fiscal Year than when the amounts were actually earned by the Contractor.

Any changes to the maximum amount payable under the Contract or Quality Maintenance Payments Specified in Exhibit E, shall require a formal written amendment, in accordance with State Fiscal Rules and State Controller Policies and Guidelines.

B. The following requirement is hereby added to Section 4, CONTRACT PERSONNEL of the Contract as subsection 4.6:

4.6 Reference Amendment 12-2022: Non-Solicitation of Department or Contractor Employees

4.6.1 This restriction applies to the Department business unit and the Contractor's IBM Consulting business unit engaged in this Contract. The restriction lasts until the termination or expiration of this Contract. During this time, such business units will not directly solicit personnel of the other party dedicated to performing this Contract within six (6) months before the solicitation. This clause is not intended to restrict an individual's right of employment, nor does it exclude general, customary employment advertisements and recruiting efforts. Rather, it restricts targeted solicitation of such employees of the other party. Employees of both parties can pursue employment opportunities with either party on their own initiative.

4.6.2 Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract. For the avoidance of doubt, an actual or apparent conflict of interest may exist if Contractor employs or contracts with any Department employee or any former Department employee within six months following such employee's

termination of employment with the Department if he/she will take direct advantage, unavailable to others of matters with which he/she was directly involved during his/her term of employment with the Department. The hiring party shall exert commercially reasonable efforts to provide a written disclosure to the non-hiring party no later than ten days following entry into a contractual or employment relationship as described in this section.

C. Exhibit C, REQUIREMENTS, Section 33.8 is hereby amended as follows:

33.8 Reference 12-2022: The Contractor shall develop and submit a Contract Management Report on a monthly basis.

33.8.1 The Contract Management Report shall include, but is not limited to, all of the following:

33.8.1.1 Progress toward achieving goals stated in the ABP.

33.8.1.2 Overall project assessment, such as a summation of the status of Contractor activities by function or unit of the Contractor organization, scope changes, staff turnover and resource planning, and formal communications such as Transmittals and Decision Log entries.

33.8.1.3 Achievement of performance standards for the previous month and identification of all performance standards that were not met.

33.8.1.4 A summary of Contractor activities and key volume indicators, for the month and cumulative to the fiscal year end.

33.8.1.5 Overview of labor hours spent on enhancement and operational activities.

33.8.1.6 Establishing the Dispute Process trigger mechanism, including the process to submit an item for resolution via the dispute process via letter or email, and monthly reports relating to the Dispute Process.

33.8.1.7 Other activities necessary for the Department to monitor Contractor activities.

33.8.2 Reference 12-2022: Deliverable: Contract Management Report

33.8.3 Reference 12-2022: Deliverable Stage: BIDM Ongoing Operations and Enhancement Contract Stage

D. Reference Amendment 12-2022: The following three (3) tables are being added as Section 52 in Exhibit C, REQUIREMENTS to memorialize what requirements were migrated to a different Contract stage and what requirements were/are being removed.

Table 1: Contract Requirements Migrated to Stage III via Transmittal 125				
No.	Contract Requirement	Req #	Stage	Contract Category
1	During the Operational Readiness Phase and throughout BIDM Implementation Contract Stage III, the Contractor shall conduct a formal Operational Readiness Plan Walkthrough with the Department prior to each quarterly release of specifically identified functionality into production, demonstrating that all operational areas are ready.	3115	II	BIDM Operations
2	The Contractor shall provide the ability to associate providers with their clients and clients with their providers to view those relationships and to access all associated data, including, but not limited to, client records, provider records, prior authorizations, client case management data, and claim/encounter records when accessing any one of them in the BIDM.	3218	II	Rules Engine
3	The Contractor shall provide a solution that will link, when possible, pharmacy claims/encounters to the prescribing claim, using data from multiple other systems.	3240	II	Rules Engine
4	The Contractor shall provide a real-time or near real-time BIDM Interface between the BIDM and the CBMS DSS, as described in the DSD.	3299	II	System Interfaces & Data Exchanges
5	The Contractor shall provide a real-time or near real-time BIDM Interface between the BIDM and CORE, as described in the DSD.	3302	II	System Interfaces & Data Exchanges
6	The Contractor shall provide a real-time or near real-time BIDM Interface between the BIDM and the PBMS, as described in the DSD.	3315	II	System Interfaces & Data Exchanges
7	The Contractor shall obtain current Federal Poverty Level (FPL) limits by family size used for Medicaid eligibility calculations and add it to the existing historical data, making it available in the BIDM for querying, analysis, and reporting. 17.76.1. This data shall be updated in accordance with the FPLs published in the federal register and the Communication Management Plan.	3316	II	System Interfaces & Data Exchanges
8	The Contractor shall populate and maintain in the BIDM historical FPL limits by family size used for Medicaid eligibility calculations and make it available in the BIDM for querying, analysis, and reporting.	3317	II	System Interfaces & Data Exchanges

Table 1: Contract Requirements Migrated to Stage III via Transmittal 125				
No.	Contract Requirement	Req #	Stage	Contract Category
9	The Contractor shall obtain current Dual Eligible Standards (i.e., Qualified Medicare Beneficiary (QMB), Specified Low-Income Medicare Beneficiary (SLMB), Qualifying Individuals (QI), Qualified Disabled Working Individuals (QDWI)) for both individuals and couples and add it to the existing historical data, making it available in the BIDM for querying, analysis, and reporting. 17.78.1. The data shall be updated on a schedule agreed to in the Communication Management Plan.	3318	II	System Interfaces & Data Exchanges
10	The Contractor shall populate and maintain in the BIDM historical Dual Eligible Standards, including QMB, SLMB, QI and QDWI information, for both individuals and couples, making it available for querying, analysis, and reporting.	3319	II	System Interfaces & Data Exchanges
11	The Contractor shall populate and maintain in the BIDM historical SSI Program Rates & Limits, as provided by the Department, making it available for querying, analysis, and reporting.	3321	II	System Interfaces & Data Exchanges
12	The Contractor shall capture and maintain all reference files from the Core MMIS and PBMS in the BIDM through the BIDM Interface. 17.95.1. The Contractor shall not be responsible for the licensing of reference files related to this requirement.	3335	II	System Interfaces & Data Exchanges
13	The Contractor shall maintain all current and historical functional and behavioral status scores for each client, including but not limited to the SF-12, ULTC 100.2 and addendums for special populations, and Support Intensity Scale.	3420	II	Data Governance
14	The Contractor shall develop, document, maintain, and provide a report for authorized BIDM users of the Department's payment due to CMS for the state's share of Medicare Part D costs as part of the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (MMA), also known as the "Part D Clawback", per the most current CMS requirements. 31.16.1. The Contractor shall also provide prompt-based versions of the reports that authorized BIDM users may run at any time. Prompts shall be defined when the reports are developed.	3681	II	General Reporting
15	The Contractor shall capture and maintain into the BIDM current, date-sensitive Colorado contribution rate/per capita rate associated with the Part D Clawback and shall maintain historical, date-sensitive contribution rates. 31.17.1. The Contractor shall obtain the appropriate Medicare Part D contribution	3682	II	General Reporting

Table 1: Contract Requirements Migrated to Stage III via Transmittal 125				
No.	Contract Requirement	Req #	Stage	Contract Category
	rates, which are available in the CMS letters to the State Medicaid Directors on the CMS website.			
16	The Contractor shall maintain the data and linkages necessary to develop, and provide reports that link clients to their primary providers, identifies clients without providers, and identifies clients who are in need a service that is not currently available, either due to lack of providers or lack of referral to appropriate providers.	3888	II	Client Attribution & Enrollment
17	The Contractor shall develop, document, maintain, and provide per Department specifications Provider Attribution Analyses. 40.1.1. The Contractor shall produce and distribute the analyses as agreed upon and outlined in the Communication Management Plan. 40.1.2. Contractor Approach: The Contractor shall develop, document, maintain, and provide per Department specifications Provider Attribution Analyses. The Contractor shall produce and distribute the analyses as agreed upon and outlined in the Communication Management Plan 40.1.3 Deliverable: Provider Attribution Analyses	3941	II	Client Attribution & Enrollment
18	The Contractor shall develop, document, maintain, and provide per Department specifications client-based and aggregated prompt-based reports of continuous client program eligibility, including the periods for fiscal year, calendar year, quarter and month. 41.10.1. The Contractor shall also provide prompt-based versions of the reports that authorized BIDM users may run at any time for any specified timeframe. Prompts shall be defined when the reports are developed. 41.10.2. Contractor Approach: The Contractor shall deliver analytical tools that support the calculation of continuous client program eligibility following the Department's stated specifications, along with prompt-based versions of the reports. 41.10.3. Deliverable: Continuous Client Program Eligibility Reports	3951	II	Program & Provider Performance Measurement

Table 2: Contract Requirements Migrated to Ongoing Operations and Maintenance via Transmittal 125				
No.	Contract Requirement	Req #	Stage	Contract Category
1	The use of Subcontractors shall be clearly explained in the Resource Management Plan, and any Subcontractor shall be identified by the organization's name. 1.1.1. At a minimum, the Subcontractor information shall include the following for each Subcontractor: 1.1.1.1. Name. 1.1.1.2. Address. 1.1.1.3. The general scope of work to be performed by each Subcontractor. 1.1.1.4. Subcontractor's willingness to perform such work. 1.1.1.5. Certification that the Subcontractor does not discriminate in its employment practices. The Contractor shall report to the Department annually any information on its use of Subcontractors, certifying that the Subcontractor meets the employment practices mandated by federal and State of Colorado statutes and regulations. Subcontractors are subject to the same location requirements as the Contractor. 1.1.2.1. In the event that the Contractor hires a new subcontractor within the annual time frame, the Contractor shall notify the Department within three (3) business days.	3003	II	Contractor Relationship
2	The Contractor shall complete all testing, modifications, and documentation referred to in the System Test Plan.	3012	II	COMMIT (MMIS) Project
3	The Contractor shall support the Department in all testing activities by providing support staff, technical expertise, and the tools required to track activities, outcomes, and test results.	3019	II	COMMIT (MMIS) Project
4	The Contractor shall provide and maintain historical and current documentation of the BIDM, including but not limited to, the BIDM's database schema, data dictionaries, entity-relationship diagrams, complete BIDM system architecture and Configuration diagrams, network diagrams (as applicable), system conversion documentation, and interface standards for the entire BIDM, including those supporting Proprietary Contractor Material, however this does not include proprietary information related to Consumer Off-The-Shelf (COTS) products. The Contractor shall provide and maintain all service delivery documentation related to the design of each module/component and its interaction with other modules/components as appropriate. The Contractor shall make documentation readily available online in indexed, searchable, downloadable format to Department designated users.	3032	II	COMMIT (MMIS) Project
5	If necessary, the Contractor shall implement the Business Continuity and Disaster Recovery Plan as specified to maintain BIDM and Contractor operations.	3080	II	COMMIT (MMIS) Project
6	The Contractor shall provide an Analytics Manager for all Contract Stages. 6.8.1. The Analytics Manager shall do all of the following: 6.8.1.1. Manage activities related to the coordination, execution and supervision of business intelligence and analytics, including Contractor resource allocation, for services provided to the Department. 6.8.1.2. Manage activities related to reporting including design, development, production, documentation, and quality.	3130	II	Key Personnel

Table 2: Contract Requirements Migrated to Ongoing Operations and Maintenance via Transmittal 125

No.	Contract Requirement	Req #	Stage	Contract Category
	<p>6.8.1.3. In cooperation with the Department, be actively involved in the transition of legacy reports and queries, such as Management Administrative Reports, SDAC and Department-specific reports, to the BIDM.</p> <p>6.8.1.4. Assist in the development of new algorithms, analytics, and measures to advance the Department's analytical aptitude in the fields of rate setting; population health care measures; determinants of quality and cost effective health care; identifying patterns and relationships in fraud, waste, and abuse; predictive modeling; and changes in provider billing patterns that may occur in response to policy or billing changes in the Medical Assistance Program, Medicare, or other payers.</p> <p>6.8.1.5. In cooperation with the Department, develop and implement new quality measures and evaluate and modify existing quality measures to meet the Department's evolving needs.</p> <p>6.8.1.6. Be dedicated to the Contract full-time.</p>			
7	<p>The Contractor shall dedicate two (2) additional analytical/reporting staff FTE to developing, documenting, and producing queries and reports for the BIDM Web Portal not explicitly mentioned in other requirements in this Contract during the BIDM Implementation Contract Stage I, BIDM Implementation Contract Stage II, and BIDM Implementation Contract Stage III.</p> <p>7.10.1. Queries and reports shall be developed per Department Specifications and through the Change Management Process.</p> <p>7.10.2. These FTE shall be in addition to any FTE the Contractor needs to assign to meet all other requirements in this Contract.</p>	3146	I	Non-Key Personnel
8	<p>Upon the approval of the Contractor and the Department, the Contractor shall provide staffing resources to provide analytical, reporting, and other duties in addition to the regular staff dedicated to the Contract to provide ad hoc query and reporting for Department approved external data requests, such as providing data and reports for grants and researchers.</p> <p>7.11.1. The hourly rate for this work shall correspond to the rates shown in Exhibit E, Section 1.1.3.1, but agreements with external parties shall be made independent of this Contract.</p>	3147	II	Non-Key Personnel
9	The Contractor shall provide the Department the ability and option to conduct an exit interview with or survey any of the Contractor's Key Personnel and Non-Key Personnel who resign.	3150	II	Personnel Availability & Replacement
10	The Contractor shall provide additional licenses and any advanced authorized BIDM user licenses not already specified in this Contract, for System Tools for other contractors, such as the Department's UM vendor and the Department's External Quality Review Organization, based on the actual Contractor's costs for obtaining the licenses, if the other contractors pay the Contractor for the licenses and the Department approves.	3156	II	BIDM System Requirements

Table 2: Contract Requirements Migrated to Ongoing Operations and Maintenance via Transmittal 125				
No.	Contract Requirement	Req #	Stage	Contract Category
11	The Contractor shall provide a scalable and open architecture, which can interface with other systems in the future as required by the Department.	3187	II	System Architecture
12	The Contractor shall maximize use of industry standards for the design and maintenance of the BIDM, and the interface and exchange of data into and out of the BIDM.	3195	II	System Architecture
13	The Contractor shall provide and maintain all service delivery documentation related to the design of each module/component and its interaction with other modules/components as appropriate.	3196	II	System Architecture
14	The Contractor shall provide an approach to Configuration of the BIDM that can be easily updated and expanded to support changing Department needs.	3198	II	System Architecture
15	The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from and to send BIDM Exports to BIDM Data Exchange Partners associated with the Public Assistance Reporting Information System (PARIS). 17.8.1. This exchange shall occur on a period as determined by the Department.	3249	III	System Interface & Data Exchanges
16	The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports and to send BIDM Exports associated with the Medicare/Medicaid Data Match Program (Medi/Medi). 17.9.1. This exchange shall occur on a period as determined by the Department.	3250	II	System Interface & Data Exchanges
17	The BIDM shall capture and maintain current and historical Colorado Client Assessment Record (CCAR) data, from the CDHS, Division of Behavioral Health, and make it available to authorized BIDM users for querying, analysis, and reporting. 17.19.1. This exchange shall occur on at least an annual basis.	3260	II	System Interface & Data Exchanges
18	The BIDM shall capture and maintain current and historical Mental Health Statistics Improvement Program (MHSIP) Survey Data, from the CDHS, Division of Behavioral Health and make it available to authorized BIDM users for querying, analysis, and reporting. 17.20.1. This exchange shall occur on at least an annual basis.	3261	II	System Interface & Data Exchanges
19	The BIDM shall capture and maintain current and historical Youth Services Survey for Families (YSS-F) Survey Data, from the DHS, Division of Behavioral Health, and make it available to authorized BIDM users for querying, analysis, and reporting. 17.21.1. This exchange shall occur on at least an annual basis.	3262	II	System Interface & Data Exchanges
20	The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from and to send BIDM Exports to CDPHE's Sexually Transmitted Infections/HIV (STI/HIV) Program on at least a monthly basis.	3265	II	System Interface & Data Exchanges
21	The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from and to send BIDM Exports to the DDD Web system and Reporting System on a period of up to daily. 17.32.1. In the event that the DDD Web system and Reporting System are incorporated into the Core MMIS, then the Contractor's interface with the Core MMIS shall fulfill this	3273	III	System Interface & Data Exchanges

Table 2: Contract Requirements Migrated to Ongoing Operations and Maintenance via Transmittal 125				
No.	Contract Requirement	Req #	Stage	Contract Category
	requirement. 17.32.2. This exchange shall occur on a period as determined by the Department.			
22	The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from and to send BIDM Exports to CDPHE's Tobacco Cessation Program. 17.34.1. This exchange shall occur on at least a monthly basis.	3275	II	System Interface & Data Exchanges
23	The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from and to send BIDM Exports to the CDPHE's Vaccines for Children program. 17.39.1. This exchange shall occur quarterly, except for data for children up to and including age 18, which shall occur semi-annually as directed by the Department.	3280	II	System Interface & Data Exchanges
24	Once the Department has a completed and approved Enrollment Database Customized State Data Use Agreement with CMS, the Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports of and to send BIDM Exports to CMS' Medicare EDB Data Match. 17.50.1. This exchange shall occur on a period as determined by the Department.	3291	III	System Interface & Data Exchanges
25	The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from and to send BIDM Exports to the Federal Department of Corrections (DOC) and/or Federal Bureau of Prisons. 17.55.1. This exchange shall occur on a period as determined by the Department.	3296	III	System Interface & Data Exchanges
26	The Contractor shall obtain current Supplemental Security Income (SSI) Program Rates & Limits from the Department and add the data to the existing historical data, making it available in the BIDM for querying, analysis, and reporting.	3320	II	System Interface & Data Exchanges
27	The Contractor shall ensure that all claims/encounter and client related data from the interfaces with the Core MMIS and PBMS are captured and accessible by authorized BIDM users through the appropriate software and System Tools. 17.96.1. The Contractor shall update this information at least daily, unless a different time period is agreed to by the Department and the Contractor.	3336	II	System Interface & Data Exchanges
28	The BIDM shall perform data ETL functionality to integrate data from all sources into a cohesive data warehouse.	3340	II	Extract, Transform & Load (ETL) Tools
29	The Contractor shall work with the Department, BIDM Interface Partners, and BIDM Exchange Partners to establish agreements, such as Memoranda of Understanding and System Interface Agreements, which document the interface and data exchange expectations. 18.6.1. ICDs shall conform to guidelines in DHHS' Interface Control Practice Guide and CMS' Interface Control Document unless other guidelines and formats are agreed to by the Department.	3345	II	Extract, Transform & Load (ETL) Tools

Table 2: Contract Requirements Migrated to Ongoing Operations and Maintenance via Transmittal 125				
No.	Contract Requirement	Req #	Stage	Contract Category
30	The Contractor shall research and provide recommendations on potentially sensitive data elements to mask for external reporting, such as substance abuse related claims data and the identification of Safe Harbor Clients.	3419	II	Data Governance
31	The BIDM shall maintain current, date specific, effective date, and historical date-sensitive National Drug Code information, such as pricing and rebate.	3422	II	Data Governance
32	Contractor shall maintain data standards related to the data in the BIDM. 24.1.1. These data standards shall include all of the following: 24.1.1.1. Data Confidentiality - Prevent disclosure to unauthorized persons or systems. 24.1.1.2. Data Integrity – data cannot be modified undetectably. 24.1.1.3. Data Availability – access is not inappropriately blocked or denied. 24.1.1.4. Data Authenticity validation of transactions. 24.1.1.5. Data Security – encryption and Department approved security protocols and processes. 24.1.1.6. Non-repudiation of Data – parties to a transaction cannot deny their participation in the transaction. 24.1.1.7. All encrypted data in motion and at rest.	3428	II	Data Management
33	The Contractor shall ensure secure and reliable data exchange across the Department’s enterprise and with external systems to maximize data integrity. 24.2.1. This shall include, but is not limited to, all of the following: 24.2.1.1. A unified data exchange solution to ensure successful data exchange. 24.2.1.2. Monitors and alerts appropriate parties of potential issues. 24.2.1.3. A data model that is consistent with the Department’s business processes.	3429	II	Data Management
34	The Contractor shall organize the data within the BIDM into a logical, flexible configuration in which individual elements and tables can be linked to each other across conformed dimensions for multiple business uses. The configuration shall be documented and updated upon any change and the documentation will be made available to authorized BIDM users and the Department in a downloadable, indexed, and searchable format.	3432	II	Data Management
35	The Contractor shall ensure that any reporting functionality within the BIDM supports the ability to pull and use the narrative descriptions of codes and abbreviations in addition to the codes and abbreviations themselves.	3441	II	Data Management
36	The Contractor shall provide data models that optimize the querying, analyzing, and reporting of data in the BIDM.	3452	II	Data Warehouse
37	The Contractor shall design, implement, and maintain Graphical User Interfaces (GUI) that are intuitive and easy to use.	3510	II	Statistical Analytics & System Tools
38	The BIDM shall provide equal response time to an authorized BIDM user performing analysis regardless of the System Tool used to access the data.	3531	II	Statistical Analytics & System Tools

Table 2: Contract Requirements Migrated to Ongoing Operations and Maintenance via Transmittal 125				
No.	Contract Requirement	Req #	Stage	Contract Category
39	The Contractor shall provide the ability to implement tools provided separately by the Department and/or its contractors to query, analyze, and report on data in the BIDM. 30.144.1. The Department may obtain other third party software at its discretion. The Contractor shall not be responsible for providing or paying for any such third party software obtained by the Department outside of this Contract. In the event that the Department does obtain any such third party software, the Contractor shall work with the Department and its designees or other contractors to provide the ability for authorized BIDM users to use the software to access and fully utilize the BIDM data.	3650	II	Statistical Analytics & System Tools
40	The Contractor shall ensure that any querying and reporting functionality within the BIDM supports the ability to pull and use the narrative descriptions of codes and abbreviations in addition to the codes and abbreviations themselves.	3653	II	Statistical Analytics & System Tools
41	The Contractor shall work cooperatively with all Department, State staff, federal partners, and other State and federal contractors to ensure success of this Contract. 33.1.1. In addition, the Contractor shall identify efficiencies for the Department that could be leveraged by altering requirements, changing functionality, adapting business processes, or making other changes to the architecture or overall solution.	3779	II	Project Management
42	For all deliverables, the Contractor shall adhere to the Deliverable submission, review, and approval process as described and approved by the Department within the Communication Management Plan.	3805	II	Deliverable Requirements
43	The Contractor shall ensure all training data is compliant with HIPAA and State and federal requirements.	3811	II	Training Requirements
44	During the Organizational Readiness and Training Phase and the Operation and Maintenance Phase, the Contractor shall provide regular training sessions for authorized BIDM users to disseminate updated or new functionality or business processes related to the BIDM throughout the term of the Contract.	3830	II	Training Requirements
45	For all BIDM derived data fields, BIDM calculations, and Contractor developed reports, the Contractor shall provide full documentation in searchable, electronic, human readable format that is readily available via online accessible to the Department and its designees.	3848	II	User Help Requirements
46	The Contractor shall provide and maintain a comprehensive record of queries and reports and associated identifying criteria for each query and report, including title, author, creation date, last run date, intended use, descriptions, keywords and program areas. 36.6.1. This record shall include all Contractor developed and/or generated queries and reports, all BIDM generated reports and any queries or reports added to the list by authorized BIDM users.	3850	II	User Help Requirements

Table 2: Contract Requirements Migrated to Ongoing Operations and Maintenance via Transmittal 125

No.	Contract Requirement	Req #	Stage	Contract Category
47	The Contractor shall develop and maintain a process to provide assistance, both technical and business process related, as needed to authorized BIDM users in researching problems, effectively utilizing tools, and understanding reports and underlying data.	3979	II	Reporting Support

Table 3: Contract Requirements to be Deleted (Including Requirements identified in Transmittal 125)

No.	Contract Requirement	Req #	Stage	Contract Category
1	During the Data Conversion Phase, the Contractor shall perform system tests to compare all transferred programs, files, utilities, etc., to determine that the migration was successful.	3040	II	COMMIT (MMIS) Project
2	During the Discovery and Requirements Validation/Requirement Elicitation Phase, the Contractor shall develop and maintain a Business Rules Traceability Matrix to ensure that the business rules will allow the BIDM to comply with the requirements and ensure that detailed requirements comply with Contract requirements.	3059	III	COMMIT (MMIS) Project
3	During the Implementation and Roll Out Phase, the Contractor shall prepare a Post-Implementation Evaluation Report. 2.65.1. The Post-Implementation Evaluation Report shall include all of the following: 2.65.1.1. Lessons learned. 2.65.1.2. Project successes and failures. 2.65.1.3. Evaluation metrics including: 2.65.1.3.1. Actual and planned budget comparisons. 2.65.1.3.2. Actual and planned schedule comparisons. 2.65.1.3.3. Actual and planned scope comparisons. 2.65.1.4. BIDM user satisfaction by User Level. 2.65.1.5. Benefits gained over the previous legacy systems. 2.65.1.6. The current status of the BIDM. 2.65.1.7. Ongoing contingencies or problems and recommended solutions. 2.65.1.8. Ability for the BIDM to meet all established Service Level Agreements (SLAs).	3071	III	COMMIT (MMIS) Project
4	During the Parallel Testing Phase, the Contractor shall perform parallel test of the BIDM with input from the incumbent contractor's operations and report test results to the Department.	3110	II	BIDM Operations
5	During the Parallel testing Phase, The Contractor shall revise systems and user documentation as required to fully describe the Contractor's operations.	3111	II	BIDM Operations
6	The Contractor shall provide a service-based architecture that makes it possible to implement common interoperability and access across the Department's enterprise,	3188	III	System Architecture

Table 3: Contract Requirements to be Deleted (Including Requirements identified in Transmittal 125)				
No.	Contract Requirement	Req #	Stage	Contract Category
	including other applications, other State agencies, contractors, federal and State systems, and other new systems as needed. 14.6.1. Implementation of the addition of new systems will occur through the Change management Process.			
7	The Contractor shall provide Enterprise Application Integration (EAI) to include web services technology and industry standards to promote web-based and backend BIDM applications integration.	3193	II	System Architecture
8	The Contractor shall provide an easily accessible Rules Engine with the flexibility and capacity to support multiple complex data analytics. 16.1.1. Functionality of the Rules Engine shall include, but is not limited to, all of the following: 16.1.1.1. Population identification. 16.1.1.2. Linkages/relationships. 16.1.1.3. Filters. 16.1.1.4. Sorts. 16.1.1.5. Data normalization. 16.1.1.6. Groupers by any data element or attribution. 16.1.2. The BIDM shall allow authorized BIDM users of both the Contractor and the Department to be able to Configure the rules. The Department will establish which users are authorized to make changes to the rules engine. The Department will also establish the policy under which rules may be changed and all proposed changes are subject to Department approval before they are implemented.	3203	III	Rules Engine
9	The Contractor shall provide clear, concise, and automated business rules that minimize production BIDM Configuration errors.	3204	III	Rules Engine
10	The Contractor shall provide the ability to Configure rules to be date specific, including date added, date modified, start date, end date, and effective date.	3205	III	Rules Engine
11	The Contractor shall provide the ability to configure rules exceptions to be date specific, including date added, date modified, start date, end date, and effective	3206	III	Rules Engine

Table 3: Contract Requirements to be Deleted (Including Requirements identified in Transmittal 125)				
No.	Contract Requirement	Req #	Stage	Contract Category
	date.			
12	The Contractor shall provide Department review and approval on the rules configuration, rules engine design, testing, and rules updates.	3208	III	Rules Engine
13	The Contractor shall provide the ability for Department authorized BIDM users to test rules against replicated production data prior to implementation.	3209	III	Rules Engine
14	The Contractor and authorized Department staff shall have the capability to add, delete, and modify rules, such as business logic, per Department direction without modifying the application code.	3210	III	Rules Engine
15	The Contractor and authorized Department staff shall have the capability to add, delete, modify and validate rules without the need to learn a specialized coding language (i.e., the rules engine will use English-like syntax).	3211	III	Rules Engine
16	The Contractor shall provide the ability for users to receive push notifications/alerts based on user-Configurable parameters (rules and/or rules groups).	3213	III	Rules Engine
17	The Rules Engine shall enable policies, rules, and operational decisions to be defined, tested, executed, and maintained separately from the application code.	3215	III	Rules Engine
18	The Contractor shall provide functionality for Contractor and authorized Department staff to validate and test rule changes prior to implementation and to provide the ability to revert to a prior version of the rules if there are unwanted or unintended consequences of a rule change.	3216	III	Rules Engine
19	The Contractor shall provide the ability for authorized BIDM users to apply identifying codes to any record based on Rules Engine criteria, such as data tagging capabilities.	3217	III	Rules Engine

Table 3: Contract Requirements to be Deleted (Including Requirements identified in Transmittal 125)				
No.	Contract Requirement	Req #	Stage	Contract Category
20	The Contractor shall provide a graphical front-end to the Rules Engine enabling Department designated users to easily create, update, connect and apply rules, as well as to view active and inactive rules.	3219	III	Rules Engine
21	The Contractor shall provide tracking and reporting of rule usage, exception usage, and when the rules fail to work as designed, and provide recommendations to resolve rule failure.	3220	III	Rules Engine
22	The Contractor shall provide the ability to schedule implementation of rules into the BIDM.	3221	III	Rules Engine
23	The Contractor shall provide the ability to clone rules, modify them and then implement them as new separate rules.	3222	III	Rules Engine
24	The Contractor shall provide the ability, for both the Contractor and Department authorized BIDM users, to troubleshoot and debug data processing errors in the BIDM, including the Rules Engine Functionality, such as if a user-input change was not accepted by the BIDM or if a value was changed within the BIDM without authorization.	3224	III	Rules Engine
25	The Contractor shall provide the ability, via Rules Engine or other method, to link clinical Electronic Health Record (EHR) information to client, claims/encounter, provider data within the BIDM. 16.24.1. EHR data may be submitted by the Colorado Regional Health Information Organization (CORHIO), QHN or other entities in the State that manage clinical data. The Contractor shall link the data using an established client ID or other commonly defined data elements.	3226	III	Rules Engine
26	The Contractor shall provide the ability for authorized BIDM users to query and report on using the identifying codes as applied to any record assigned through the Rule Engine.	3227	III	Rules Engine
27	The Contractor shall provide the ability for the Rules Engine to be applied to any	3228	III	Rules Engine

Table 3: Contract Requirements to be Deleted (Including Requirements identified in Transmittal 125)				
No.	Contract Requirement	Req #	Stage	Contract Category
	data in the BIDM that has been imported through a BIDM Interface or BIDM Data Exchange.			
28	The Contractor shall provide the ability to generate discrete data sets based on the Rules Engine.	3229	III	Rules Engine
29	The Contractor shall provide the ability for authorized BIDM users to develop rules that will identify clients who may have specified conditions, such as pregnancy or obesity, but who have not been diagnosed.	3230	III	Rules Engine
30	The Contractor shall provide the ability to associate clients with their households and other members of the household, and associate children with their parents/guardians where available.	3231	III	Rules Engine
31	The Contractor shall 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.	3233	III	Rules Engine
32	The Contractor shall provide the ability for authorized BIDM users to apply the Rules Engine to user created tables in the Sandbox.	3234	III	Rules Engine
33	The Contractor shall provide the ability to apply the Rules Engine to any data field in the BIDM.	3235	III	Rules Engine
34	The Contractor shall provide the ability within the Rules Engine for authorized BIDM users to create and maintain parameters associated with rate-related risk corridors, such as plus or minus a certain percentage or set dollar amount of risk around a capitated rate, in relation to partial risk rate setting.	3237	III	Rules Engine
35	The Contractor shall provide the ability within the Rules Engine for authorized BIDM users to create and maintain parameters associated with rate-related stop-	3238	III	Rules Engine

Table 3: Contract Requirements to be Deleted (Including Requirements identified in Transmittal 125)				
No.	Contract Requirement	Req #	Stage	Contract Category
	loss arrangements, in relation to partial risk rate setting.			
36	The Contractor shall integrate drug rebate information with other BIDM data via the Rules Engine or other method. 16.39.1. The Contractor shall link this data using an established client ID or other commonly defined data element.	3241	II	Rules Engine
37	The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from and to send BIDM Exports to the Department's Provider Web Portal contractor. 17.13.2.1. This exchange shall occur on a period as determined by the Department.	3254	III	System Interfaces & Data Exchanges
38	The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from and to send BIDM Exports to the Colorado Nurse Home Visitor Program (NHVP).	3255	III	System Interfaces & Data Exchanges
39	The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from and to send BIDM Exports to the Colorado Trauma Registry. 17.17.1. This exchange shall occur on a period as determined by the Department.	3258	III	System Interfaces & Data Exchanges
40	Develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from of Preadmission Screening and Resident Review data from the contractor or contractors performing the Department's Long-term Care Utilization Review activities. 17.18.1. This exchange shall occur on a period as determined by the Department.	3259	II	System Interfaces & Data Exchanges
41	Per Amendment 4, Remove inbound element of requirement (BIDM Imports) under assumption that NEMT contractor submits inbound data directly to interChange. The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from and to send BIDM Exports to the Department's Non-Emergency Medical Transportation (NEMT) contractor.	3263	III	System Interfaces & Data Exchanges

Table 3: Contract Requirements to be Deleted (Including Requirements identified in Transmittal 125)				
No.	Contract Requirement	Req #	Stage	Contract Category
	17.22.1. This exchange shall occur on a period as determined by the Department.			
42	The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from and to send BIDM Exports to the Maternal, Infant, and Early Childhood Home Visiting program (MIECHV). 17.28.1. This exchange shall occur on a period as determined by the Department.	3269	III	System Interfaces & Data Exchanges
43	The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from and to send BIDM Exports to the various State agencies associated with Early Intervention Services. 17.31.1. This exchange shall occur on a basis determined by the Department.	3272	III	System Interfaces & Data Exchanges
44	The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from and send BIDM Exports to CDPHE's Pregnancy Risk Assessment Monitoring System (PRAMS). 17.33.1. This exchange shall occur on at least a monthly basis.	3274	II	System Interfaces & Data Exchanges
45	The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from and to send BIDM Exports to CDPHE's Tobacco Cessation Program. 17.34.1. This exchange shall occur on at least a monthly basis.	3275	Ongoing	System Interfaces & Data Exchanges
46	The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from and to send BIDM Exports to Colorado Department of Regulatory Affairs (DORA). 17.35.1. This exchange shall occur on a period as determined by the Department.	3276	III	System Interfaces & Data Exchanges
47	The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from and to send BIDM Exports to BIDM Data Exchange Partners associated with the Department's Hospital Back Up (HBU) databases. 17.37.1. This exchange shall occur on a period as determined by the Department.	3278	III	System Interfaces & Data Exchanges

Table 3: Contract Requirements to be Deleted (Including Requirements identified in Transmittal 125)				
No.	Contract Requirement	Req #	Stage	Contract Category
48	The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from BIDM Data Exchange Partners associated with the Department's HBU program cost reports. 17.38.1. This exchange shall occur on a period as determined by the Department.	3279	III	System Interfaces & Data Exchanges
49	The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from and to send BIDM Exports to CDPHE's Health Facilities and Emergency Medical Services Division to obtain survey certification and licensure. 17.40.1. This exchange shall occur on a period as determined by the Department.	3281	III	System Interfaces & Data Exchanges
50	The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from a BIDM Export of BIDM clients to CMS' Long-Term Care Minimum Data Set (LTCMDS). 17.41.1. This exchange shall occur annually once all Department/CMS agreements are in place, as determined by the Department.	3282	Ongoing	System Interfaces & Data Exchanges
51	The Contractor shall develop, document, and implement BIDM Data Exchanges for the Automated System Program and Eligibility Network (ASPEN). 17.42.1. This exchange shall occur annually once all Department/CMS agreements are in place, as determined by the Department.	3283	III	System Interfaces & Data Exchanges
52	The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from and to send BIDM Exports to the Division of Youth Corrections' system(s). 17.44.1. This exchange shall occur on a period as determined by the Department.	3285	III	System Interfaces & Data Exchanges
53	The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from and to send BIDM Exports to the State Automated Child Welfare Information System (SACWIS), also known as the Trails System. 17.45.1. This exchange shall occur on a period as determined by the Department.	3286	III	System Interfaces & Data Exchanges

Table 3: Contract Requirements to be Deleted (Including Requirements identified in Transmittal 125)

No.	Contract Requirement	Req #	Stage	Contract Category
54	The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from and to send BIDM Exports to CDPHE's Colorado Electronic Disease Reporting System (CEDRS). 17.47.1. This exchange shall occur on a period as determined by the Department.	3288	III	System Interfaces & Data Exchanges
55	The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from and to send BIDM Exports related to CDPHE administered surveys, such as the Colorado Health Survey, Colorado Child Health Survey and Colorado Behavioral Risk Factor Surveillance System (BRFSS). 17.48.1. This exchange shall occur on a period as determined by the Department.	3289	III	System Interfaces & Data Exchanges
56	The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from CMS' Outcome and Assessment Information Set (OASIS). 17.51.1. This exchange shall occur annually once all Department/CMS agreements are in place, as determined by the Department.	3292	III	System Interfaces & Data Exchanges
57	The Contractor shall provide a BIDM Data Exchange between the BIDM and Connect for Health Colorado. 17.52.1. This exchange shall occur on a period as determined by the Department.	3293	III	System Interfaces & Data Exchanges
58	The Contractor shall develop, document, and implement BIDM Data Exchanges to obtain BIDM Imports from and to send BIDM Exports to the CDHS Division of Child Welfare. 17.54.1. This exchange shall occur on a period as determined by the Department.	3295	III	System Interfaces & Data Exchanges
59	The Contractor shall provide the capability to capture the Trauma Editing – Medical Service Questionnaires (MSQ) and responses from the Core MMIS.	3304	III	System Interfaces & Data Exchanges
60	The Contractor shall ensure that all Fiscal Agent Operational data from the interfaces with the Core MMIS and PBMS is captured and accessible by authorized BIDM users through the appropriate software and System Tools.	3307	II	System Interfaces & Data Exchanges

Table 3: Contract Requirements to be Deleted (Including Requirements identified in Transmittal 125)				
No.	Contract Requirement	Req #	Stage	Contract Category
	17.66.1. This shall include reporting and analysis for claims/encounters received, claims/encounters processed, and time between processing.			
61	The Contractor shall capture all Fiscal Agent Operational data from the Core MMIS to support reporting and analysis.	3308	II	System Interfaces & Data Exchanges
62	The BIDM shall capture and maintain Institution for Mental Disease (IMD) inpatient data and make it available for querying, analysis, and reporting.	3322	III	System Interfaces & Data Exchanges
63	The Contractor shall obtain and upload Colorado Indigent Care Program (CICP) reports data into the BIDM and make the data available for querying, analyzing, and reporting. 17.88.1. The Department will provide historical CICP data to the Contractor.	3328	III	System Interfaces & Data Exchanges
64	On an on-going basis, the Contractor shall upload CICP report data into the BIDM and make the data available for querying, analyzing, and reporting. The Contractor shall obtain and upload the CICP report data on a schedule defined in the Communication Management Plan.	3329	III	System Interfaces & Data Exchanges
65	The BIDM shall capture and maintain current and historical Colorado Health Access Survey (CHAS) data and make it available for querying, analysis, and reporting.	3330	III	System Interfaces & Data Exchanges
66	The BIDM shall capture and maintain Consumer Assessment of Health Plans Study (CAHPS) survey data and make it available for querying, analysis, and reporting. 17.91.1. CAHPS data will be provided to the Contractor by the Department or another Department contractor at the discretion of the Department.	3331	III	System Interfaces & Data Exchanges
67	The BIDM shall capture and maintain SF12 Health Survey data and make it available for querying, analysis, and reporting. 17.92.1. SF12 data will be provided to the Contractor by the Department or another Department contractor at the discretion of the Department.	3332	III	System Interfaces & Data Exchanges

Table 3: Contract Requirements to be Deleted (Including Requirements identified in Transmittal 125)				
No.	Contract Requirement	Req #	Stage	Contract Category
68	The Contractor shall upload historical Uniform Cost Report (UCR) data provided by the Department into the BIDM and make the data available for querying, analyzing, and reporting. 17.93.1. The Department will provide the Contractor with historical UCR data.	3333	III	System Interfaces & Data Exchanges
69	On an on-going basis, the Contractor shall obtain UCR data from the Department and upload the data into the BIDM and make the data available for querying, analyzing, and reporting. 17.94.1. The Contractor shall obtain and upload the UCR data on a schedule defined in the Communication Management Plan.	3334	III	System Interfaces & Data Exchanges
70	The Contractor shall develop, document, and implement BIDM Data Exchange to obtain BIDM imports from and to send BIDM exports to CMS Electronic Data Interchange (EDI) for Medicare-Medicaid Part D data feeds. 17.99.1. This exchange shall occur on a monthly basis. 17.99.2. In the event that data needs to be translated into BIDM data structures, the Contractor shall translate the feeds into BIDM data structures for use in query, reporting and analytics.	3339	II	System Interfaces & Data Exchanges
71	The Contractor shall provide the ability to accept, transform, and load all HIPAA X12 transactions as either a BIDM Interface or BIDM Data Exchange into the BIDM.	3348	III	Extract, Transform & Load (ETL) Tools
72	The Contractor shall provide the ability to generate and transmit all HIPAA X12 transactions as a BIDM Data Exchange from the BIDM.	3350	III	Extract, Transform & Load (ETL) Tools
73	The Contractor shall provide the ability to generate and transmit HL7 transaction as a BIDM Data Exchange from the BIDM.	3351	III	Extract, Transform & Load (ETL) Tools
74	The Contractor shall provide the ability to generate and transmit NCPDP transaction as a BIDM Data Exchange from the BIDM.	3352	III	Extract, Transform & Load (ETL) Tools
75	The Contractor shall provide the ability for authorized BIDM users to obtain secure, real-time access to BIDM reports and dashboards, as defined by the	3367	III	Secure Data Dissemination

Table 3: Contract Requirements to be Deleted (Including Requirements identified in Transmittal 125)				
No.	Contract Requirement	Req #	Stage	Contract Category
	Department, securely on their smart phones, tablets, and mobile operating systems.			
76	The Contractor shall provide authorized BIDM users an online interface capability for creating provider user-level accounts for the BIDM Web Portal.	3396	III	Web Portal (CDAP) Hosting
77	The Contractor shall provide an interface to the MMIS Web Portal to provide role-based access for authorized BIDM users access the BIDM Web Portal to generate, view, and download ad hoc and standardized reporting. 21.6.1. This shall include, but is not limited to, all of the following: 21.6.1.1. The ability to export a provider's entire client list. 21.6.1.2. The ability to export, in real-time, a provider's entire list of attributed clients, as described in the DSD. 21.6.1.3. At the time of service, real-time access to current client health plan benefits, including formulary and services requiring prior authorization, as described in the DSD. 21.6.1.4. Provision of a client health profile, which includes previous claims/encounters data and related information available through the data warehouse. 21.6.1.5. Provision of data analytics, which include, but are not limited to, client risk scores, population risk scores, chronic illness levels, care management plans, etc. 21.6.1.6. Provide prompt-based versions of the reports that authorized BIDM users may run on demand for any specified timeframe. 21.6.2. The Core MMIS contractor will create a MMIS Web Portal, and the Contractor shall ensure the BIDM Web Portal has single sign-on capability with the MMIS Web Portal created by the Core MMIS contractor.	3397	III	Web Portal (CDAP) Hosting
78	The Contractor shall coordinate with the Core MMIS contractor and other contractors as necessary to provide SSO access to the BIDM Web Portal and the reports and applications available to the authorized BIDM users within the BIDM Web Portal.	3398	III	Web Portal (CDAP) Hosting
79	The Contractor shall coordinate with the Core MMIS contractor and other contractors as necessary to provide SSO access to the Core MMIS contractor's MMIS Web Portal as authorized BIDM users choose to return to MMIS Web	3399	III	Web Portal (CDAP) Hosting

Table 3: Contract Requirements to be Deleted (Including Requirements identified in Transmittal 125)				
No.	Contract Requirement	Req #	Stage	Contract Category
	Portal from the BIDM Web Portal.			
80	The Contractor shall coordinate with the Core MMIS contractor and other contractors as necessary to allow authorized BIDM users to access the Core MMIS contractor's MMIS Web Portal and the BIDM Web Portal at the same time, but through two different windows in the same web browser.	3400	III	Web Portal (CDAP) Hosting
81	The Contractor shall provide ability to accommodate data changes and/or additions for Department identified data.	3424	III	Data Governance
82	The Contractor shall provide the ability, through role-based security, for authorized BIDM users to directly enter data into the BIDM.	3440	II	Data Management
83	Contractor shall develop and implement provider-specific dashboards to provide easy and intuitive access to monthly provider performance reports on Adult Medicaid Quality Grant (AMQG) metrics.	3480	II	Web Portal (CDAP) Reporting
84	The Contractor shall make monthly performance reports on AMQG measures available to all ACC participating providers via the BIDM Web Portal.	3481	II	Web Portal (CDAP) Reporting
85	The Contractor shall post quarterly provider incentive payment calculation reports to the BIDM Web Portal for each ACC participating provider.	3482	III	Web Portal (CDAP) Reporting
86	The Contractor shall provide the ability through the BIDM Web Portal for authorized BIDM users to query, report, and analyze potentially preventable events such as emergency room visits or inpatient admissions related to ambulatory-sensitive conditions.	3485	II	Web Portal (CDAP) Reporting
87	The Contractor shall provide the ability for authorized BIDM users to receive alerts through the BIDM Web Portal.	3486	III	Web Portal (CDAP) Reporting
88	The Department will provide a crosswalk between ICD-9 and ICD-10 that the Contractor shall capture and maintain in the BIDM. 29.4.1. This crosswalk shall be available for authorized BIDM users to query and report on.	3492	III	Derived Data Elements & Analytics
89	The BIDM shall capture and maintain date-sensitive data identifying differences between Medicaid and Medicare standard units and provide the capability for	3506	III	Derived Data Elements & Analytics

Table 3: Contract Requirements to be Deleted (Including Requirements identified in Transmittal 125)				
No.	Contract Requirement	Req #	Stage	Contract Category
	authorized BIDM users to incorporate the data into queries, analyses, and reports.			
90	The Contractor shall provide the ability to query, analyze, and report on alerts passed to the BIDM Interface from the Core MMIS and PBMS.	3508	II	Statistical Analytics & System Tools
91	The BIDM shall support easy-to-use data-merge functionality delivering clean contact data and Department prescribed standard text snippets/passages into standard PC and Mac desktop applications.	3509	III	Statistical Analytics & System Tools
92	The Contractor shall provide the ability for authorized BIDM users to add or change geospatial data in the BIDM to improve accuracy and currency of geospatial data.	3562	II	Statistical Analytics & System Tools
93	The Contractor shall provide the ability for mail merge functionality out of the BIDM for both physical and e-mail addresses to create letters and forms by authorized BIDM users, such as the ability to merge data from the BIDM into Microsoft Word letters. 30.85.1. This requirements only applies to the capability to merge data. The Contractor will not be responsible for the actual mailings.	3591	II	Statistical Analytics & System Tools
94	The Contractor shall provide a Predictive Analytics Tool that can identify deficiencies that may result in a high risk of fraud, waste, abuse and overpayments based on the structure of the Health Benefit Plans and allowable billing rules and edits.	3598	III	Statistical Analytics & System Tools
95	The Contractor shall provide a Predictive Analytics Tool that reduces false-positive results based on previous results from the Predictive Analytics Tools.	3601	III	Statistical Analytics & System Tools
96	The Contractor shall develop, document, maintain, and provide reports related to pregnancy and deliveries per Department specifications. 31.2.1. At a minimum, the reports shall provide unique client counts, expenditures, and average costs for various deliveries and related services in Medicaid, including: 31.2.1.1. Deliveries	3667	III	General Reporting

Table 3: Contract Requirements to be Deleted (Including Requirements identified in Transmittal 125)				
No.	Contract Requirement	Req #	Stage	Contract Category
	by County 31.2.1.2. Delivery Types 31.2.1.3. Age Group of Mother 31.2.1.4. Low Birth weight, Preterm, and Neonatal Intensive Care Unit 31.2.1.5. Neonatal Intensive Care Unit 31.2.2. The Contractor shall also provide prompt-based versions of the reports that authorized BIDM users may run at any time. Prompts shall be defined when the reports are developed. 31.2.3. The Contractor shall produce and distribute the reports as agreed upon and outlined in the Communication Management Plan.			
97	The Contractor shall develop, document, maintain, and provide premium collection reports per Department specifications. 31.7.1. The premium collection reports shall facilitate tracking and reporting premium payments associated with CHP+ and Medicaid Buy-In populations.	3672	III	General Reporting
98	The Contractor shall develop, document, maintain, and provide CMS-372- and CMS-372S-like reports per federal requirements associated with the Money Follows the Person (MFP) program, also known as Colorado Choice Transitions (CCT). 31.12.1. The Contractor shall comply with the most up-to-date federal reporting guidelines at the time each report is produced. 31.12.2. The Contractor shall also provide prompt-based versions of the reports that authorized BIDM users may run at any time. Prompts shall be defined when the reports are developed.	3677	II	General Reporting
99	The Contractor shall develop, document, maintain, and provide CMS-64-like reports per the most up-to-date federal requirements associated with the CCT program. 31.14.1. The Contractor shall comply with the most up-to-date federal reporting guidelines at the time each report is produced. 31.14.2. The Contractor shall also provide prompt-based versions of the reports that authorized BIDM users may run at any time. Prompts shall be defined when the reports are developed.	3679	II	General Reporting
100	The Contractor shall develop, document, maintain, and produce a report evaluating immunization coverage for the Medicaid population using the most up-to-date EPSDT periodicity schedule per Department specifications. 31.24.1. The	3689	III	General Reporting

Table 3: Contract Requirements to be Deleted (Including Requirements identified in Transmittal 125)				
No.	Contract Requirement	Req #	Stage	Contract Category
	Contractor shall also provide prompt-based versions of the reports that authorized BIDM users may run at any time. Prompts shall be defined when the reports are developed.			
101	The Contractor shall develop, document, maintain, and provide the CMS-R-266 Medicaid Disproportionate Share Hospital (DSH) Annual Reporting Requirements in conjunction with Department staff. 31.36.1. The Contractor shall also provide prompt-based versions of the reports that authorized BIDM users may run at any time. Prompts shall be defined when the reports are developed.	3701	III	General Reporting
102	The Contractor shall provide the ability to maintain Configurable parameters which will allow authorized BIDM users to specify data extraction criteria, report content, parameters and weighting factors necessary to properly identify aberrant situations. 31.52.1. This shall include the maintenance of statistical profiles that could be used for exception processing.	3717	II	General Reporting
103	The Contractor shall provide the ability for authorized BIDM users to add records in the Claim Tracking Functionality, by uploading data, directly entering data, and querying data to populate the Claim Tracking Functionality.	3724	III	Program Integrity & Audit Tracking
104	The Contractor shall provide the ability for authorized BIDM users to flag records and to update values and select fields in the Claim Tracking Functionality.	3727	III	Program Integrity & Audit Tracking
105	The BIDM shall allow the capitation claims/encounters to be associated with the reconciliation status.	3775	III	Program Integrity & Audit Tracking
106	The Contractor shall provide initial and ongoing training and associated reference documentation to authorized BIDM users at the appropriate Authorized User Levels addressing functionality of the Rules Engine Functionality and how rules may be incorporated into querying, analysis, and reporting. 35.21.1. Training shall be adapted and provided for each System Tool and functionality for each of the Authorized User Levels as determined by the Department and as directed per the	3827	III	Training Requirements

Table 3: Contract Requirements to be Deleted (Including Requirements identified in Transmittal 125)				
No.	Contract Requirement	Req #	Stage	Contract Category
	Training Plan.			
107	The Contractor shall produce and maintain documentation regarding all business rules, including any exception handling rules. 36.8.1. The Contractor shall link every business rule in the Rules Engine Functionality to the particular part of the BIDM design documents that called for the rule functionality. 36.8.2. The Contractor shall make documentation available to Department designated users in on-line, searchable, downloadable formats.	3852	III	User Help Requirements
108	The Contractor shall provide the ability for authorized BIDM users to add and update queries and reports and associated identifying criteria, including title, author, creation date, last run date, intended use, descriptions, keywords and program areas, to the comprehensive record of queries and reports.	3853	II	User Help Requirements
109	The Contractor shall provide and maintain a forum for authorized BIDM users to post inquiries, and to respond to other participants and create topical “threads” on problems. 36.10.1. The Contractor shall allow Department staff and other designated authorized BIDM users to access the forum and to participate and moderate the posts and threads, based upon user roles. 36.10.2. The Contractor shall provide a search capability to find posts and threads by date or relevance.	3854	III	User Help Requirements
110	The Contractor shall allow authorized BIDM users to subscribe to, and unsubscribe from, publications and content, such as threads and hot topics, and to receive notification by email when additions or changes are made to subscribed content.	3855	III	User Help Requirements
111	The Contractor shall calculate continuous client Health Benefit Plan enrollment for defined periods, such as fiscal year, calendar year, quarter and month, for distinct individuals and population aggregates per Department specifications and provide the ability for authorized BIDM users to incorporate the data into analyses, queries and reports.	3896	III	Program & Provider Performance Measurement

Table 3: Contract Requirements to be Deleted (Including Requirements identified in Transmittal 125)				
No.	Contract Requirement	Req #	Stage	Contract Category
112	In consultation with the Department, the Contractor shall provide to the Department, a quarterly cost saving analysis for the ACC program, which presents opportunities for appropriate cost savings and utilization reductions.	3907	Ongoing	Program & Provider Performance Measurement
113	The Contractor shall develop, document, maintain, and provide per Department specifications client-based and aggregated prompt-based reports of continuous client Health Benefit Plan enrollment, including information on fiscal year, calendar year, quarter and month.	3919	III	Program & Provider Performance Measurement
114	The Contractor shall develop, document, maintain, and provide a prompt-based report of Paid Medical Services Per-Capita Costs Across Age Groups per Department specifications. 39.32.1. The Contractor shall produce and distribute the reports as agreed upon and outlined in the Communication Management Plan.	3920	II	Program & Provider Performance Measurement
115	The Contractor shall develop, document, maintain, and provide per Department specifications and approval, an ACC Management Report which details program enrollment, program performance on Key Performance Indicators, and other performance measures for the ACC Program. 39.33.1. The ACC Management Report shall include a standardized presentation slide deck for internal and external communication, based on Department specifications and approval.	3921	III	Program & Provider Performance Measurement
117	The Contractor shall develop, document, maintain, and provide per Department specifications an ACC Newsletter. 39.35.1. The Contractor shall produce and distribute the reports as agreed upon and outlined in the Communication Management Plan.	3923	II	Program & Provider Performance Measurement
118	The Contractor shall develop, document, maintain, and provide per Department specifications Cost Savings/Impact Analyses. 39.37.1. The Contractor shall produce and distribute the analyses as agreed upon and outlined in the Communication Management Plan.	3925	III	Program & Provider Performance Measurement
119	The Contractor shall develop, document, maintain, calculate, and provide per Department specifications Comprehensive Primary Care initiative (CPCi) attributions.	3928	II	Program & Provider Performance Measurement

Table 3: Contract Requirements to be Deleted (Including Requirements identified in Transmittal 125)				
No.	Contract Requirement	Req #	Stage	Contract Category
	39.40.1. The Contractor shall produce and distribute the attributions as agreed upon and outlined in the Communication Management Plan.			
120	The Contractor shall develop, document, maintain, and provide per Department specifications a Care Management Report. 39.46.1. The Contractor shall produce and distribute the reports as agreed upon and outlined in the Communication Management Plan.	3934	III	Program & Provider Performance Measurement
121	The Contractor shall develop, document, maintain, and provide prompt-based reports analyzing the frequency, extent, and type of provider and other claims/encounters processing errors. 41.7.1. These reports shall include totals and stratifications, such as Health Benefit Plan, provider, RCCO and provider type, as directed by the Department. 41.7.2. The Contractor shall also provide prompt-based versions of the reports that authorized BIDM users may run at any time. Prompts shall be defined when the reports are developed. 41.7.3. The Contractor shall produce and distribute the reports as agreed upon and outlined in the Communication Management Plan	3948	III	Program & Provider Performance Measurement
122	The Contractor shall develop, document, maintain, and provide prompt-based reports per Department specifications continuous provider enrollment for defined periods, such as fiscal year, calendar year, quarter and month, and for various programs. 41.12.1. The Contractor shall also provide prompt-based versions of the reports that authorized BIDM users may run at any time for any specified timeframe. Prompts shall be defined when the reports are developed.	3953	III	Program & Provider Performance Measurement
123	The Contractor shall calculate continuous provider enrollment for defined periods, such as fiscal year, calendar year, quarter and month, for distinct entities and population aggregates per Department specifications and provide the ability for authorized BIDM users to incorporate the data into analyses, queries, and reports.	3954	III	Program & Provider Performance Measurement
124	The Contractor shall develop, document, maintain, and provide prompt-based reports per Department specifications continuous provider participation, such as	3955	III	Program & Provider Performance Measurement

Table 3: Contract Requirements to be Deleted (Including Requirements identified in Transmittal 125)				
No.	Contract Requirement	Req #	Stage	Contract Category
	that evidenced by claims/encounter data, for defined periods, such as fiscal year, calendar year, quarter and month, and for various programs. 41.14.1. The Contractor shall also provide prompt-based versions of the reports that authorized BIDM users may run at any time for any specified timeframe. Prompts shall be defined when the reports are developed.			
125	The Contractor shall calculate continuous provider participation, such as that evidenced by claims/encounter data, for defined periods, such as fiscal year, calendar year, quarter and month, for distinct entities and population aggregates per Department specifications and provide the ability for authorized BIDM users to incorporate the data into analyses, queries, and reports.	3956	III	Program & Provider Performance Measurement
126	The Contractor shall calculate the Adult Medicaid Quality Grant (AMQG) measures for all Medicaid primary care providers.	3958	II	Program & Provider Performance Measurement
127	The Contractor shall convert and document the quarterly Benefits Management reports from the Legacy System and SDAC data to the BIDM.	3959	III	Program & Provider Performance Measurement
128	The Contractor shall maintain and generate the quarterly Benefits Management reports for authorized BIDM users. 41.19.1. The Contractor shall produce and distribute the reports as agreed upon and outlined in the Communication Management Plan.	3960	III	Reports
129	The Contractor shall develop, document, maintain, and provide prompt-based reports that compare Health Benefit Plans across select criteria, such as cost of care, timeliness of care, quality of care, grievance and appeals, and outcomes, per Department specifications. 41.22.1. The Contractor shall also provide prompt-based versions of the reports that authorized BIDM users may run at any time for any specified timeframe. Prompts shall be defined when the reports are developed. 41.22.2. The Contractor shall produce and distribute the reports as agreed upon	3963	III	Misc: SSO, Claim Tracking, User Forum

Table 3: Contract Requirements to be Deleted (Including Requirements identified in Transmittal 125)				
No.	Contract Requirement	Req #	Stage	Contract Category
	and outlined in the Communication Management Plan.			

E. Exhibit A: STATEMENT OF WORK, Section 4.1 of CONTRACT PERSONNEL is hereby amended to add subsection 4.1.1:

4.1 Reference Amendment 12-2022: The Contractor shall develop and maintain appropriate staffing levels throughout the term of this Contract and shall adjust its resources, as necessary, to maintain compliance with the requirements of this Contract.

4.1.1 Reference Amendment 12-2022: The Contractor shall provide three (3) analytic consultant FTEs for Department ad-hoc analytics requests and support of regularly-scheduled reporting activities pursuant to the reporting requirements in Exhibit C (e.g. CMS-64 quarterly submissions).

F. Exhibit A: STATEMENT OF WORK, Section 4.2 of CONTRACT PERSONNEL is hereby amended as follows:

4.2 Reference Amendment 12-2022: The Contractor shall provide twenty-three thousand (23,000) Non-Key Personnel hours for Enhancement work under this Contract on an annual basis during the remainder of the Ongoing Operations and Enhancement Contract Stage. These hours shall be attributed exclusively to the following Non-Key Personnel: Analytics staff (for hours spent making changes to existing CMS/CIVHC reports and/or other reports as requested by the Department), Business Analyst staff, Operations staff, System Design and Development / Interface staff, Testing and Validation staff, and Project Management staff. All Enhancement work hours shall be allocated through the change management process as outlined in the most recently approved Change Management Plan. Any remaining balance of Non-Key Personnel enhancement hours from the previous SFY will be rolled over to the next SFY, if applicable.

G. Exhibit C: REQUIREMENTS, Sections 6.6 – 6.6.3 is hereby amended as follows:

6.6. Reference Amendment 12-2022: During BIDM Ongoing Operations and Enhancements Contract Stage, the Contractor shall ensure that specific Key Personnel are readily available to the Department.

6.6.1. These specified Key Personnel shall include all of the following:

6.6.1.1. Account Manager

6.6.1.2. Compliance and Security Manager

6.6.1.3. Reference Amendment 12-2022: Systems Manager

6.6.1.4. Reference Amendment 12-2022: Analytics Manager - THIS REQUIREMENT IS INTENTIONALLY DELETED

6.6.1.5. Reference Amendment 12-2022: Quality Assurance/Test Manager

6.6.2. These specified Key Personnel are not required to be committed to the Contract full-time.

6.6.3. Contractor Approach: During the BIDM ongoing Operations and Enhancements Contract Stage, Contractor shall ensure that specified Key Personnel are readily available to the Department:

6.6.3.1. Account Manager

6.6.3.2. Compliance and Security Manager

6.6.3.3. Reference Amendment 12-2022: Systems Manager

6.6.3.4. Reference Amendment 12-2022: Analytics Manager - THIS REQUIREMENT IS

INTENTIONALLY DELETED

6.6.3.5. Reference Amendment 12-2022: Quality Assurance/Test Manager

6.6.4. Requirement Stage: BIDM Ongoing Operations and Enhancement Contract Stage

H. Exhibit C: REQUIREMENTS, Sections 6.8 and 6.9 ARE INTENTIONALLY DELETED:

6.8. Reference Amendment 12-2022: The Contractor shall provide an Analytics Manager for all Contract Stages.

6.8.1. The Analytics Manager shall do all of the following:

6.8.1.1. Manage activities related to the coordination, execution and supervision of business intelligence and analytics, including Contractor resource allocation, for services provided to the Department.

6.8.1.2. Manage activities related to reporting including design, development, production, documentation, and quality.

6.8.1.3. In cooperation with the Department, be actively involved in the transition of legacy reports and queries, such as Management Administrative Reports, SDAC and Department-specific reports, to the BIDM.

6.8.1.4. Assist in the development of new algorithms, analytics, and measures to advance the Department's analytical aptitude in the fields of rate setting; population health care measures; determinants of quality and cost effective health care; identifying patterns and relationships in fraud, waste, and abuse; predictive modeling; and changes in provider billing patterns that may occur in response to policy or billing changes in the Medical Assistance Program, Medicare, or other payers.

6.8.1.5. In cooperation with the Department, develop and implement new quality measures and evaluate and modify existing quality measures to meet the Department's evolving needs.

6.8.1.6. Be dedicated to the Contract full-time.

6.8.2. Contractor Approach: Contractor shall provide an Analytics Manager, who is dedicated to the Contract full time, for all Contract Stages.

6.8.2.1. The Analytics Manager shall do all of the following:

6.8.2.1.1. Manage activities related to the coordination, execution and supervision of business intelligence and analytics, including Contractor resource allocation, for services provided to the Department.

6.8.2.1.2. Manage activities related to reporting including design, development, production, documentation, and quality.

6.8.2.1.3. In cooperation with the Department, be actively involved in the transition of legacy reports and queries, such as Management Administrative Reports, SDAC and Department-specific reports, to the BIDM.

6.8.2.1.4. Assist in the development of new algorithms, analytics, and measures to advance the Department's analytical aptitude in the fields of rate setting; population health care measures; determinants of quality and cost effective health care; identifying patterns and relationships in fraud, waste, and abuse; predictive modeling; and changes in provider billing patterns that may occur in response to policy or billing changes in the Medical Assistance Program, Medicare, or other payers.

6.8.2.1.5. In cooperation with the Department, develop and implement new quality measures and evaluate and modify existing quality measures to meet the Department's evolving needs.

6.8.3. Requirement Stage: BIDM Implementation Contract Stage II

- 6.9. Reference Amendment 12-2022: The Contractor's Analytics Manager may work on independent projects, research, or analysis that are related to Work under the Contract without authorization through the Change Management Process. However, all required Non-Key Personnel, such as Analytics Staff, Operations Staff and System/Interface Staff, are not authorized to perform independent research.
- 6.9.1. The Analytics Manager shall perform ad hoc research and analytics related to Work under the Contract, which may involve trial and error or time consuming duties. The Analytics Staff shall not assist in these research endeavors. If the Analytics Manager desires a research assistant or other analysts to assist in independent projects, those staff shall not include the staff listed in Exhibit A.
- 6.9.2. There is no requirement that the Analytics Manager supervise the Analytics Staff.
- 6.9.3. Contractor Approach: The Contractor may empower the Analytics Manager to work on independent projects, research, or analytics that are related to Work under the Contract without authorization through the Change Management Process. However, Contractor shall ensure all required Non-Key Personnel, such as Analytics Staff, Operations Staff, and System/Interface Staff, are not authorized to perform independent research. In addition, the Analytics Manager shall be empowered to perform ad hoc research and analytics related to Work under the Contract, which may involve trial and error or time consuming duties. The Analytics Staff shall not assist in these endeavors; however, if the Analytics Manager desires a research assistant or other analyst to assist in independent projects, a corresponding Contract Amendment or Option Letter would be issued to specify the increase in work with a corresponding increase in payment to Contractor.
- 6.9.4. Requirement Stage: BIDM Implementation Contract Stage II

I. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1, Subsection 1.1.1.1 is hereby deleted and replaced as follows:

1.1.1.1 Reference 12-2022: Monthly Contract Stage Payment Table:

Contract Stage	Monthly Contract Stage Payment Amount	Maximum Number of Monthly Payments	One-Time Payment Total Amount¹	Stage Maximum Payment Amount²
BIDM Implementation Contract Stage I – SFY 2014-15	\$0.00	0	\$1,162,500.00	\$1,162,500.00
BIDM Implementation Contract Stage I – SFY 2015-16	\$293,279.00	6	\$1,727,826.00	\$3,487,500.00
BIDM Implementation Contract Stage II – SFY 2014-15	\$0.00	0	\$1,000,000.00	\$1,000,000.00
BIDM Implementation Contract Stage II – SFY 2015-16	\$253,437.35	12	\$2,981,502.00	\$6,022,750.20
July 1, 2016 through December 31, 2017	Quarterly Base Compensation Payments (Exhibit E, Section 6.1.1.)			\$9,709,644.32
BIDM Ongoing Operations and Enhancement Contract Stage – Year 2 (July 1, 2017 – June 30, 2018) ³	\$671,685.02	6	\$1,000,000.00 ⁴	\$5,030,110.12
BIDM Ongoing Operations and Enhancement Contract Stage – Year 3 (July 1, 2018 – June 30, 2019)	\$591,245.60	12	\$4,099,803.00	\$11,194,750.20
BIDM Ongoing Operations and Enhancement Contract Stage – Year 4 (July 1, 2019 – June 30, 2020)	\$932,895.85	12	\$0.00	\$11,194,750.20
BIDM Ongoing Operations and Enhancement Contract Stage – Year 5 (July 1, 2020, and September – December 31, 2020)	\$932,895.85	5	\$0.00	\$4,664,479.25
BIDM Ongoing Operations and Enhancement Contract Stage – Year 5 (August 2020)	\$902,895.85	1	\$0.00	\$902,895.85
BIDM Ongoing Operations and Enhancement Contract Stage – Year 5 (January 1, 2021 – June 30, 2021)	\$806,325.52	6	\$0.00	\$4,837,953.12
BIDM Ongoing Operations and Enhancement Contract Stage – Year 6 (July 1, 2021 – December 31, 2021)	\$848,311.85	6	\$0.00	\$5,089,871.10

BIDM Ongoing Operations and Enhancement Contract Stage –Year 6 (January 1, 2022 –June 30, 2022)	\$853,853.85	6	\$0.00	\$5,123,123.10
BIDM Ongoing Operations and Enhancement Contract Stage –Year 6 (July 1, 2022 – June 30, 2023) ⁵	\$988,263.00	12		\$11,859,151.00
BIDM Ongoing Operations and Enhancement Contract Stage –Year 6 (July 1, 2023 – June 30, 2024) ⁵	\$1,010,528.00	12		\$12,126,334.00

¹ One-Time Payments to be invoiced as provided in Exhibit E, Section 1.1.2.1.1.

² Does not include Quality Maintenance Payment nor Additional Tableau Maintenance Payments (as set forth in Section 1.1.6.1), but does include One-Time Payments.

³ Monthly payments begin January 1, 2018.

⁴ One-time Payment for BIDM Ongoing Operations and Enhancement Contract Stage Year 2 for the period of July 1, 2017 to December 31, 2017 (refer to table in Exhibit E, Section 1.1.2.1.1.)

⁵ Monthly ongoing payments beginning July 1, 2022 and going through June 30, 2024 will include all services required for Ongoing Operations with Non-Key Personnel hours totaling 23,000 for system enhancements. These amounts include a 2.0% COLA increase and the expiration of the COVID reductions.

J. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 2.1.1.2.4.1.7, is hereby deleted and replaced as follows:

2.1.1.2.4.1.7. Reference Amendment 12-2022 Quarterly Ongoing Operations QMP Performance Standards Table – BIDM Ongoing Operations and Enhancement Contract Stage Year 2 (Jan. 1, 2018 – June 30, 2018) – BIDM Ongoing Operations and Enhancement Contract Stage Year 8 (July 1, 2023 – June 30, 2024).

Performance Standard	BIDM Ongoing Operations and Enhancement Contract Stage – Year 2 (January 1, 2018 – June 30, 2018) QMP	BIDM Ongoing Operations and Enhancement Contract Stage – Year 3 (July 1, 2018 – June 30, 2019) QMP	BIDM Ongoing Operations and Enhancement Contract Stage – Year 4 (July 1, 2019 – June 30, 2020) QMP	BIDM Ongoing Operations and Enhancement Contract Stage – Year 5 (July 1, 2020 – June 30, 2021) QMP	BIDM Ongoing Operations and Enhancement Contract Stage – Year 6 (July 1, 2021 – June 30, 2022) QMP	BIDM Ongoing Operations and Enhancement Contract Stage – Year 7 (July 1, 2022 – June 30, 2023) QMP	BIDM Ongoing Operations and Enhancement Contract Stage – Year 8 (July 1, 2023 – June 30, 2024) QMP
Help Desk Performance Standard: Help Desk Performance Standard applies only to user help requests that are submitted to Contractor's corporate Customer Support Center via toll-free telephone call, email or web site log in. <i>Component 1: Call wait times in the call center</i>	\$8,740.54	\$7,350.00	\$7,350.00	\$7,350.00	\$7,350.00	\$7,497.00	\$7,647.00

<p>were less than or equal to one (1) minute per every fifteen (15) calls received per hour at all times during the month.</p> <p><i>Component 2:</i> No more than five percent (5%), per every fifteen (15) calls received per hour, were abandoned during the month.</p>							
<p>Help Ticket Performance Standard</p> <p><i>Component 1:</i> All Priority Level 1 tickets were responded to within thirty (30) minutes and were either resolved or escalated to project development and management within four (4) business hours. Priority Level 1 tickets are defined as those where the user is experiencing a condition that disables use of or access to the BIDM, no workaround is available, and an immediate solution is required.</p> <p><i>Component 2:</i> All Priority Level 2 tickets were responded to within sixty (60) minutes and were either resolved or escalated to project development and management within eight (8) business hours. Priority Level 2 tickets are defined as those where the user is experiencing a condition that frequently disrupts or limits use of the BIDM, no reasonable workaround is available, and an immediate solution is required.</p> <p><i>Component 3:</i> All Priority Level 3 tickets were responded to within one (1) Business Day and were either resolved or escalated to project development and</p>	\$13,110.81	\$11,025.00	\$11,025.00	\$11,025.00	\$11,025.00	\$11,245.50	\$11,470.00

<p>management within three (3) Business Days. Priority Level 3 tickets are defined as those where overall production is operational with no major impact on the Department's business operation, functionality differs from the intended design, or help is needed to answer non-critical issues, and a reasonable workaround is available, or an immediate solution is not required.</p> <p><i>Component 4:</i> All Priority Level 4 tickets were responded to within two (2) Business Days and were either resolved or escalated to project development and management within five (5) Business Days. Priority Level 4 tickets are defined as requests for information or new BIDM features, or issues that do not regularly occur.</p>							
<p>System Performance Standard:</p> <p><i>Component 1:</i> The production BIDM system infrastructure, including servers, network, and storage appliances, maintained an availability of 97% during business hours AND the downtime of a system or service due to unplanned events did not exceed 16 business hours per calendar quarter.</p> <p><i>Component 2:</i> The production BIDM System Tools maintained an availability of 97% during business hours AND the downtime of a system tool or the BIDM Web Portal due to unplanned events did not exceed 16 business hours per calendar quarter.</p>	\$34,962.17	\$29,400.00	\$29,400.00	\$29,400.00	\$29,400.00	\$29,988.00	\$30,588.00

<p>Component 3: The production BIDM Cognos and Advantage Suite tools supported the execution of at least 50 concurrent reports. This shall be captured daily and measured monthly as defined in the System Operations and Maintenance Plan.</p> <p>Component 4: The BIDM Web Portal was available to all authorized BIDM users 24 hours per day, 7 days per week, except for regularly scheduled downtime.</p> <p>Component 5: The production BIDM Cognos and Advantage Suite reports maintained expected runtime and expected response time for 95% of executions. Successful execution and response times shall be captured daily and measured monthly as defined in the System Operations and Maintenance Plan. The list of BIDM Cognos and Advantage Suite reports to be measured are to be defined in the System Operations and Maintenance Plan and reviewed monthly.</p>							
<p>Refresh Rate Standard:</p> <p>Component 1: The BIDM System refreshed production environment Data Warehouse data tables within one (1) business day of data receipt with usable/valid data from the Fiscal Agent or other data supplier. The Contractor audited key elements such as record counts and financial totals for each data load. The key elements to be audited are to be defined in the System Operations and Maintenance Plan.</p>	\$21,851.36	\$18,375.00	\$18,375.00	\$18,375.00	\$18,375.00	\$18,742.50	\$19,117.00

<p>Business Continuity / Disaster Recovery Performance Standard:</p> <p><i>Component 1:</i> A current and approved Business Continuity / Disaster Recovery Plan was in place at all times during the quarterly period.</p> <p><i>Component 2:</i> The Contractor provided recommended updates during the quarterly period – OR– the Contractor reported that no updates were necessary during the period.</p> <p><i>Component 3:</i> Because the BIDM is not a mission critical service as defined by the Department and OIT, all core services were recovered within five (5) days and data was restored within twenty-four (24) hours of the last known good production state after the declaration of a production disaster during the quarterly period – OR– there was no declaration of a production disaster during the quarterly period.</p>	\$8,740.54	\$7,350.00	\$7,350.00	\$7,350.00	\$7,350.00	\$7,497.00	\$7,647.00
<p>Training Performance Standard</p> <p><i>Component 1:</i> All Training programs delivered by Contractor for Department BIDM users Level II (Business Users) or III (Advanced Users): Contractor’s training program received an average score of at least 3.5 on a scale of 1-5 where “5” is “Excellent”, “4” is “Good, and “3” is “Satisfactory”, on an opinion survey of all trainees following their training class, based on the scores of the trainees that completed the class, and</p>	\$17,481.08	\$14,700.00	\$14,700.00	\$14,700.00	\$14,700.00	\$14,994.00	\$15,294.00

<p>averaged across all classes and survey responses.</p> <p><i>Component 2:</i> All Training programs delivered by Contractor for Department BIDM users Level I (Least skilled): Contractor's training program received an average score of at least 3.5 on a scale of 1-5 where "5" is "Excellent", "4" is "Good, and "3" is Satisfactory", on an opinion survey of all trainees following their training class, based on the scores of the trainees that completed the class, and averaged across all classes and survey responses.</p> <p><i>Component 3:</i> All Training programs delivered by Contractor for BIDM Web Portal Users (i.e., Providers, RAEs, and other authorized users not employed by the Department): Contractor's training program received an average score of at least 3.5 on a scale of 1-5 where "5" is "Excellent", "4" is "Good, and "3" is Satisfactory", on an opinion survey of all trainees following their training class, based on the scores of the trainees that completed the class, and averaged across all classes and survey responses.</p>							
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<p>Staff Retention</p> <p>Performance Standard:</p> <p><i>Component 1:</i> All Key Personnel vacancies were filled within sixty (60) calendar days during the year –OR– no Key Personnel vacancies occurred during the year.</p> <p><i>Component 2:</i> All Key Personnel had a performance evaluation performed by the Contractor that incorporated input provided by the Department during the year and all evaluations were documented and made available to the Department.</p> <p><i>Component 3:</i> All Key Personnel were dedicated to this Contract full time, unless otherwise noted in Exhibit C, Requirements, as documented by the Contractor’s time keeping system.</p>	\$17,481.08	\$14,700.00	\$14,700.00	\$14,700.00	\$14,700.00	\$14,994.00	\$15,294.00
<p>MITA Performance Standard:</p> <p><i>Component 1:</i> All BIDM hardware and software licenses were renewed on time and did not expire. The production BIDM hardware and software licenses are to be managed by the Operations and System Management team.</p> <p><i>Component 2:</i> Unplanned events that affected the production BIDM environment and were due to upgrades and patch deployments were limited to no more than 3 incidents per quarter. Upgrades and patching of the BIDM infrastructure, systems, and applications were deployed and tested in the available development and test environments before they were promoted to production.</p>	\$26,221.63	\$22,050.00	\$22,050.00	\$22,050.00	\$22,050.00	\$22,491.00	\$22,941.00

<i>Component 3:</i> The Contractor delivered required standard reports on time by the due date agreed upon in the approved Communication Management Plan. <i>Component 4:</i> The Contractor delivered required outbound extracts on time by the due date agreed upon in the approved System Operations and Maintenance Plan.							
Defect Resolution Performance Standard: Defect Resolution Performance Standard applies to defects that are discovered during any type of testing or while functionality is in production. <i>Component 1:</i> All Critical defects were resolved within 3 business days of being opened. <i>Component 2:</i> All High defects were resolved within 30 calendar days of being opened. <i>Component 3:</i> All Medium defects were resolved within 60 calendar days of being opened. <i>Component 4:</i> All Low or Cosmetic defects were resolved within 90 calendar days of being opened.	\$26,221.63	\$22,050.00	\$22,050.00	\$22,050.00	\$22,050.00	\$22,491.00	\$22,941.00
Turnover Performance Standard <i>Component 1:</i> All requirements of the most recently approved System Turnover Plan were completed.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total of all Quarterly QMPs	\$174,810.84	\$147,000.00	\$147,000.00	\$147,000.00	\$147,000.00	\$149,940.00	\$152,939.00

F. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.1.3.1., is hereby deleted and replaced as follows:

1.1.1.3.1 License Table:

Item #	License Description	License Basis	Number of Licenses
1	IBM Cognos Analytics Explorer Authorized User	Per User	212
2	IBM Cognos Analytics User Authorized User	Per User	55
3	IBM Cognos Analytics Administrator	Per User	3
4	Informatica B2B	Per Core	8
5	Informatica Data Quality	Per Core	8
6	Informatica MDM	Per Entity	1
7	Informatica Lab License	Per Core	8
8	Informatica PowerCenter For Rules Engine Functionality, up to 80 authorized users will have the ability to <i>view</i> rules-based data transformation logic, and up to 5 users will have the ability to <i>develop</i> rules. The Informatica PowerCenter Data Masking Option for data suppression shall be available to up to 80 authorized users.	Per Core	8
9	MOVEit DMZ Enterprise for encrypting outgoing data	Per Core	4
10	Esri ArcGIS for Desktop.	Per User	4
11	Splunk for Central Audit Logging	Per Server	2
12	THIS REQUIREMENT IS INTENTIONALLY DELETED		
13	SAS Office Analytics – Unlimited Users	Per Core	16
14	THIS REQUIREMENT IS INTENTIONALLY DELETED		
15	THIS REQUIREMENT IS INTENTIONALLY DELETED		
16	THIS REQUIREMENT IS INTENTIONALLY DELETED		
17a	Truven Health Advantage Suite Advantage Suite Ad Hoc Report Writer shall be accessible by up to 150 authorized users.	By Size of Entity, as measured by Total Members	Up to 1,700,000 Members
17b	Truven Health Medical Episodes Grouper (MEG), as delivered in Advantage Suite	By Size of Entity, as measured by Total Members	Up to 1,700,000 Members
17c	Verisk Health DxCGs All-Encounter Model, as delivered in Advantage Suite	By Size of Entity, as measured by Total Members	Up to 1,700,000 Members
17d	Verisk Health DxCGs RxGroups Model, as delivered in Advantage Suite	By Size of Entity, as measured by Total Members	Up to 1,700,000 Members
17e	Verisk Health DxCGs Likelihood of Hospitalization Model, as delivered in Advantage Suite	By Size of Entity, as measured by Total Members	Up to 1,700,000 Members

18	Truven Health Physician Performance Assessment (PPA), a module of Advantage Suite	By Number of Physician Users	Up to 1,000
19	Truven Data Warehouse Core Model	Per Entity	1
20	Truven Data Warehouse Core Transformation	Per Entity	1
21	Truven Data Warehouse Core Quality Reports	Per Entity	1
22	Truven Data Warehouse Core Reconciliation	Per Entity	1
23a	Dell/Quest TOAD Data Point Professional Edition	Per User	100
23b	Dell/Quest TOAD for Oracle Professional Edition	Per User	5
24	THIS REQUIREMENT IS INTENTIONALLY DELETED		
25	THIS REQUIREMENT IS INTENTIONALLY DELETED		
26	THIS REQUIREMENT IS INTENTIONALLY DELETED		
27	Tableau Desktop – Professional User – Maintenance (Maintenance through BIDM contract started May 2017)	Per User	143
28	Tableau Server – Core Enterprise License Server – Core Enterprise Maintenance	Per User	8
29	THIS REQUIREMENT IS INTENTIONALLY DELETED		
30	CareAnalyzer® HEDIS Reporting Tool	By size of entity as measured by total covered lives	Up to 1,700,000 Members
31	THIS REQUIREMENT IS INTENTIONALLY DELETED		

G. A Scrivener’s Error in Amendment #9 is hereby corrected:

Reference 12-2022: Exhibit A: Substance Use Data, is hereby corrected to read “Appendix A: Substance Use Data”. All references within the Contract to Exhibit A: Substance Use Data, shall be deemed to reference Appendix A: Substance Use Data.

7. START DATE

This Amendment shall take effect on its Effective Date.

8. ORDER OF PRECEDENCE

Except for the Special Provisions and the HIPAA Business Associates Addendum, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9. AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available to the Department by the federal government, state government and/or grantor.

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