

*Colorado Department of
Health Care Policy and Financing*



Solicitation #:

RFP #HCPFRFPLJ13IV&V

Independent Verification and Validation Services for the
MMIS Design, Development and Implementation

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SECTION 1.0 INTRODUCTION

1.1. GENERAL INFORMATION

- 1.1.1. The Colorado Department of Health Care Policy and Financing (Department) is soliciting competitive, responsive proposals from experienced and financially sound organizations to perform Independent Verification and Validation (IV&V) for the Department.
- 1.1.2. The main purpose of this IV&V project is to provide an objective assessment of processes throughout the development of the Department's Medicaid Management Information System (MMIS). In addition, this IV&V will facilitate early detection and correction of errors, enhance management insight into risks and ensure compliance with project performance, schedule, and budget requirements.
- 1.1.3. General solicitation information, timelines and proposal submission requirements are available in Appendix A, Administrative Information Document. To be considered responsive, an Offeror shall comply with all of the requirements and timelines contained in Appendix A.

1.2. CONFLICTS OF INTEREST

- 1.2.1. All Offerors must be aware that the potential for conflicts of interest exist between the Work detailed in this solicitation and other solicitations issued by the Department.
 - 1.2.1.1. Offeror shall not have a conflict of interest. A conflict of interest may occur in, but is not limited to, any of the following circumstances:
 - 1.2.1.1.1. Offeror is a parent or subsidiary of any entity who has or intends to submit a proposal in response to the Department's solicitations for any MMIS Component.
 - 1.2.1.1.2. Offeror shares a parent entity with or has a majority of the same ownership as any entity who has or intends to submit a proposal in response to the Department's solicitations for any MMIS Component.
 - 1.2.1.1.3. Offeror is an affiliate of any entity who who has or intends to submit a proposal in response to the Department's solicitations for any MMIS Component.
- 1.2.2. If an Offeror has a conflict of interest as described in sections 1.2.1.1.1 through 1.2.1.1.3, Offeror is ineligible to be considered for award resulting from this solicitation.

SECTION 2.0 TERMINOLOGY

2.1. ACRONYMS, ABBREVIATIONS AND OTHER TERMINOLOGY

- 2.1.1. Acronyms, abbreviations and other terminology are defined at their first occurrence in this Request for Proposals (RFP). The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.

- 2.1.1.1. BIDM - Business Intelligence and Data Management services.
- 2.1.1.2. Business Day - Any day in which the Department is open and conducting business, but shall not include weekend days or any day on which one of the Department's holidays are observed. The Department observes all holidays listed in the Colorado Revised Statutes (C.R.S.) §24-11-101(1), as follows:
 - 2.1.1.2.1. New Years Day.
 - 2.1.1.2.2. Martin Luther King Jr. Day.
 - 2.1.1.2.3. Washington-Lincoln Day.
 - 2.1.1.2.4. Memorial Day.
 - 2.1.1.2.5. Independence Day.
 - 2.1.1.2.6. Labor Day.
 - 2.1.1.2.7. Columbus Day.
 - 2.1.1.2.8. Veterans' Day.
 - 2.1.1.2.9. Thanksgiving Day
 - 2.1.1.2.10. Christmas Day.
- 2.1.1.3. Business Interruption - Any event that disrupts the Contractor's ability to complete the Work for a period of time, and may include, but is not limited to a Disaster, power outage, strike, loss of necessary personnel or computer virus.
- 2.1.1.4. CFR - The Code of Federal Regulations.
- 2.1.1.5. CHP+ - The Colorado Child Health Plan *Plus*.
- 2.1.1.6. Client - Any individual enrolled in the Colorado Medicaid program, Colorado's CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
- 2.1.1.7. Closeout Period - The period from on the earlier of ninety (90) days prior to the end of the last renewal year of the Contract or notice of by the Department of non-renewal until the day that the Department has accepted the final deliverable for the Closeout Period and has determined that the final transition is complete.
- 2.1.1.8. CMS – The federal Centers for Medicare and Medicaid Services, an agency of the federal Department of Health and Human Services.
- 2.1.1.9. Contract - The agreement that is entered into as a result of this solicitation.
- 2.1.1.10. Contractor - The individual or entity selected as a result of this solicitation to complete the Work contained in the Contract.
- 2.1.1.11. Critical Incident - Any event that has the potential to delay or stop the Design, Development of Implementation of any MMIS Component for seventy-two (72) hours or more.
- 2.1.1.12. C.R.S - Colorado Revised Statutes.

- 2.1.1.13. Department - The Colorado Department of Health Care Policy and Financing, a department of the government of the State of Colorado.
- 2.1.1.14. Disaster - An event that makes it impossible for the Contractor to perform the Work out of its regular facility, and may include, but is not limited to, natural disasters, fire or terrorist attacks.
- 2.1.1.15. Effective Date - The effective date defined in the Contract.
- 2.1.1.16. Evaluate - For the purposes of the Statement of Work, Evaluate means to review an item to determine the progress or current state of that item in relation to specifications, standards or guidelines.
- 2.1.1.17. HIPAA - The Health Insurance Portability and Accountability Act of 1996.
- 2.1.1.18. IV&V - Independent Verification and Validation.
- 2.1.1.19. Key Personnel - The position or positions that are specifically designated as such in the Contract.
- 2.1.1.20. MITA – CMS’s Medicaid Information Technology Architecture.
- 2.1.1.21. MMIS - The Department’s Medicaid Management Information System.
- 2.1.1.22. MMIS Component - Any of the following:
 - 2.1.1.22.1. The Core MMIS and Supporting Services, solicitation number HCPFRFPKC13COREMMIS, posted to Colorado Bid Information and Distribution System, January 18, 2013.
 - 2.1.1.22.2. The Pharmacy Benefits Management System (PBMS), solicitation number HCPFRFPKC13PBMS, posted to Colorado Bid Information and Distribution System, May 3, 2013.
 - 2.1.1.22.3. Business Intelligence and Data Management services (BIDM). This solicitation is scheduled to be posted to the Colorado Bid Information and Distribution System Fall 2013.
- 2.1.1.23. MMIS Vendor - an entity selected to be the contractor for any of the MMIS Components. Any subcontractor, selected by a MMIS Vendor, with responsibilities relating to any MMIS Component shall be treated as a single entity with that MMIS Vendor for the purposes of the Contract.
- 2.1.1.24. Offeror - Any individual or entity that submits a proposal, or intends to submit a proposal, in response to this solicitation.
- 2.1.1.25. Operational Start Date - The later of sixty (60) days following the execution of the contract for the MMIS Vendor for the core MMIS and supporting services or when the Department authorizes the Contractor to begin fulfilling its obligations under the Contract.
- 2.1.1.26. Other Personnel - Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work outlined in this solicitation.
- 2.1.1.27. PBMS - the Department’s Pharmacy Benefits Management System.

- 2.1.1.28. PHI - Protected Health Information.
- 2.1.1.29. SFY - State Fiscal Year.
- 2.1.1.30. Start-Up Period - The period from the execution of the Contract, until the Operational Start Date.
- 2.1.1.31. State Fiscal Year - The twelve (12) month period beginning on July 1st of a year and ending on June 30th of the following year.
- 2.1.1.32. Subcontractor - Third-parties, if any, engaged by Contractor to aid in performance of its obligations under the Contract.
- 2.1.1.33. U.S.C. - The United States Code
- 2.1.1.34. Validate - Reviewing any data, information or result to determine if it is accurate and if it meets or complies with certain specifications or requirements.
- 2.1.1.35. Verify - Reviewing any process or procedure, or the functionality of any system or interface to determine if it meets or complies with certain specifications or requirements.
- 2.1.1.36. Work - The tasks and activities Contractor is required to perform to fulfill its obligations under the Contract, including the performance of any services and delivery of any goods.

SECTION 3.0 BACKGROUND INFORMATION

3.1. THE DEPARTMENT OF HEALTH CARE POLICY AND FINANCING

- 3.1.1. The Department serves as the Medicaid Single State Agency, as defined by Code of Federal Regulations (CFR) Title 45 Section 205.100 (45 CFR §205.100). The Department develops and implements policy and financing for Medicaid and the Children's Health Insurance Program, called Child Health Plan Plus (CHP+) in Colorado, as well as a variety of other publicly funded health care programs for Colorado's low-income families, children, pregnant women, the elderly and people with disabilities. For more information about the Department, visit www.Colorado.gov/HCPF.
- 3.1.2. The Department is a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (United States Code [U.S.C.] Title 42 Sections 1320d through 1320d-8 [42 U.S.C. §§1320d – 1320d-8]) and its implementing regulations.

3.2. PROJECT BACKGROUND

- 3.2.1. The Department is currently in the process of replacing its existing MMIS with a modern system to maximize the use of newer technology to improve functionality and service. The Department's federal oversight agency, the Centers for Medicare and Medicaid Services (CMS), has developed a Medicaid Information Technology Architecture (MITA) designed to guide the Department and other state Medicaid agencies toward more highly automated and user friendly information technology systems. The Department's modern MMIS will provide better access to a larger

quantity of data and analytics, streamline processes to make the Department more efficient and reduce both operating costs as well as the potential for fraud, waste and abuse.

- 3.2.2. The Department will be splitting the MMIS functionality into three (3) separate, but interrelated, systems (individually an “MMIS Component”). Each of these systems will be solicited separately, and different contractors (individually an “MMIS Contractor”) may be selected for each separate system. The breakout of the systems are as follows:
 - 3.2.2.1. The core MMIS and supporting services will be the central claims processing system for the Department and the contractor selected for this contract will also be the Department’s fiscal agent for claims payment purposes.
 - 3.2.2.2. The PBMS will interface with the core MMIS to provide pharmacy claims processing.
 - 3.2.2.3. The BIDM will act as a data warehouse and perform data analytics for the MMIS, as well as produce reports and analytics based on the data it contains.

SECTION 4.0 OFFEROR’S REQUIREMENTS

4.1. ORGANIZATION QUALIFICATIONS

- 4.1.1. Mandatory Organization Experience or Qualification Requirements
 - 4.1.1.1. Offeror’s organization shall meet all mandatory experience and/or qualification requirements to be considered for award of a Contract from this solicitation.
 - 4.1.1.2. Any Offeror that does not demonstrate that its organization meets all stated requirements may be disqualified.
 - 4.1.1.3. Offeror’s organization shall have all of the following:
 - 4.1.1.3.1. A minimum of three (3) years, within the past five (5) years performing IV&V services for the implementation of health care claims processing or Medicaid eligibility systems.

4.2. STAFFING QUALIFICATIONS

- 4.2.1. Offeror shall designate people to hold the Key Personnel positions as specified in this solicitation.
 - 4.2.1.1. The Key Personnel identified for this Contract are:
 - 4.2.1.1.1. Project Lead.
 - 4.2.1.2. Offeror’s Project Lead shall have all of the following:
 - 4.2.1.2.1. A minimum of three (3) years, within the past five (5) years leading a team who were performing IV&V services for the implementation of health care claims processing or Medicaid eligibility systems.
 - 4.2.1.2.2. Certification as either a Project Management Professional (PMP) or as a Program Management Professional (PgMP) by the Project Management Institute.

4.2.2. Other Personnel Requirements

- 4.2.2.1. Offeror shall provide Other Personnel, individuals in addition to Key Personnel, to ensure Offeror's ability to complete the Work. Other Personnel may consist of any of Offeror's employees.
- 4.2.2.2. Offeror shall use its discretion to determine all Other Personnel it will require to complete the Work.
- 4.2.2.3. Offeror shall ensure that the Other Personnel have previous experience, education and/or training that demonstrate that they are qualified for the positions on this project to which they will be assigned.
- 4.2.2.4. Any Offeror unable to demonstrate that it has sufficient Other Personnel to complete the Work will be disqualified.

4.3. SPECIFIC EXPERIENCE

- 4.3.1. In addition to meeting the Organization and staffing Qualifications, the Department has determined that it desires specific experience and/or skills for an Offeror to possess in order for the Offeror to be able to complete the Work efficiently while meeting the demands and deadlines of the Department.
- 4.3.2. The Department will evaluate the Offeror's experience within the past five (5) years for the following:
 - 4.3.2.1. Experience performing IV&V services for health care claims processing systems for governmental agencies or large private health insurance providers.
 - 4.3.2.2. Experience performing IV&V services for the implementation of systems with similar transaction volumes to the Department's MMIS.
 - 4.3.2.3. Experience performing IV&V services for a project that included transitioning data from a legacy or existing system into a new system.
 - 4.3.2.4. Experience with CMS's Medicaid Information Technology Architecture (MITA).
 - 4.3.2.5. Experience working with CMS or projects that had CMS oversight.

OFFEROR'S RESPONSE 1. Provide details that demonstrate how Offeror meets all Mandatory Organization Experience and/or Qualification Requirements. Offeror's response should list each stated experience and/or qualification requirement separately and follow the listed requirement with the details that demonstrate how Offeror meets that specific requirement.

OFFEROR'S RESPONSE 2. Provide the name and resume for the proposed Project Lead. In addition to the name and resume, include a summary for the Project Lead that demonstrates how that person meets the Key Personnel Experience and/or Qualification Requirements stated for that position.

OFFEROR'S RESPONSE 3. Provide a description that explains in detail, Offeror's plans for providing sufficient experienced Other Personnel to ensure Offeror's

ability to complete the Work outlined in this solicitation. In addition to the summary, for all positions to be held by Other Personnel, provide the following:

- a. **Position Title and number of people to hold that Position Title.**
- b. **Estimated percent full time equivalent that each person in each Position will be dedicated to this Project. A full time equivalent is assumed to be 2,080 hours per year.**
- c. **General work duties/tasks/activities/responsibilities to be assigned to Position.**
- d. **The location where that position will perform its responsibilities. It is desirable that all personnel conducting testing be located at the same office or location as the personnel performing any monitoring, verification and validation.**

OFFEROR'S RESPONSE 4. Provide a detailed description of Offeror's experience within the past five (5) years as described in section 4.1.1.3.1 on, at most, three (3) IV&V projects for health care claims processing or Medicaid eligibility systems, including all of the following:

- a. **The start date for the project.**
- b. **The end date for the project.**
- c. **The name of the entity for which the project was performed.**
- d. **The business sector of the entity for which the project was performed.**
- e. **The number of people on the team that completed the project.**
- f. **The total value of the system for which the services were completed.**
- g. **A summary of the project.**
- h. **Whether the project was a system upgrade or new system implementation.**
- i. **Whether the system was networked or a standalone system.**
- j. **The primary types of technology involved, such as mainframe, cloud or web-based systems.**
- k. **Any major issues confronted during the project and how the Offeror resolved those issues. A major issue is any issue that impacted project scope, budget or schedule.**
- l. **The ultimate results of the project.**

SECTION 5.0 STATEMENT OF WORK

5.1. CONTRACTOR'S GENERAL REQUIREMENTS

- 5.1.1. The Department will contract with only one (1) organization, the Contractor, and will work solely with that organization with respect to all tasks and deliverables to be completed, services to be rendered and performance standards to be met.

- 5.1.2. The Contractor may not subcontract to complete any portion of the Work.
- 5.1.3. The Contractor may be privy to internal policy discussions; contractual issues; price negotiations; confidential medical information; Department financial information; and advance knowledge of legislation. The Contractor shall consider and treat any such information as confidential and shall not disclose it to any third party without the written consent of the Department.
- 5.1.4. The Contractor shall work cooperatively with key Department staff and, if applicable, the staff of other contractors in the course of the Contract period to ensure the success of the Work. The Department may, in its sole discretion, use other contractors to perform activities related to the Work that are not contained in the Contract.
- 5.1.5. The Contractor shall inform Department management staff on current trends and issues in the healthcare marketplace and provide information on new technologies in use that may impact the Contractor's responsibilities under this Contract.
- 5.1.6. The Contractor shall maintain complete and detailed records of all meetings, system development life cycle documents, presentations, project artifacts and any other interactions or deliverables related to the Work. The Contractor shall make such records available to the Department upon request, throughout the term of the Contract.
- 5.1.7. Project Personnel
 - 5.1.7.1. Personnel General Requirements
 - 5.1.7.1.1. The Contractor shall provide qualified Key Personnel and Other Personnel to perform the Work. The Contractor shall provide the Department with a final list of individuals assigned to the Contract.
 - 5.1.7.1.1.1. DELIVERABLE: Final list of names of the individuals assigned to the Contract.
 - 5.1.7.1.1.2. DUE: Within five (5) business days after the Effective Date.
 - 5.1.7.1.2. The Contractor shall obtain written approval from the Department for individuals proposed for assignment to Key Personnel positions.
 - 5.1.7.1.3. The Contractor shall not change individuals in Key Personnel positions without prior written approval of the Department. The Contractor shall supply the Department with the name(s), resume and references for any proposed replacement whenever there is a change to Key Personnel. Any individual replacing Key Personnel shall have qualifications that are equivalent to or exceed the stated qualifications for the position, unless otherwise approved, in writing by the Department.
 - 5.1.7.1.3.1. DELIVERABLE: Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel position.
 - 5.1.7.1.3.2. DUE: At least five (5) business days prior to the change in Key Personnel.

- 5.1.7.1.4. The Contractor's personnel assigned to the Contract shall perform the majority of their work and responsibilities on this project in the Denver metropolitan area, unless the Department grants permission otherwise in writing.
- 5.1.7.1.5. The Contractor shall maintain appropriate staffing levels throughout the term of the Contract.
- 5.1.7.2. Personnel Availability
 - 5.1.7.2.1. The Contractor shall ensure Key Personnel and other personnel assigned to the Contract are available for meetings with the Department during the Department's normal business hours. The Contractor shall also make these personnel available outside of the Department's normal business hours and on weekends with prior notice from the Department.
 - 5.1.7.2.2. The Contractor's Key Personnel and other operational staff shall be available for all regularly scheduled meetings between the Contractor and the Department, unless the Department has granted prior, written approval otherwise.
 - 5.1.7.2.3. The Contractor shall ensure that the staff attending all meetings between the Department and the Contractor have the authority to represent and commit the Contractor regarding work planning, problem resolution and program development.
 - 5.1.7.2.4. At the Department's direction, the Contractor shall make its Key Personnel and other personnel assigned to the Contract available to attend meetings as subject matter experts with stakeholders both within the State government and external or private stakeholders.
 - 5.1.7.2.5. All of the Contractor's personnel that attend any meeting with the Department or other Department stakeholders shall be physically present at the location of the meeting, unless the Department gives prior, written permission to attend by telephone or video conference. In the event that the Contractor has any personnel attend by telephone or video conference, the Contractor shall be responsible for providing the conference line or virtual meeting place.
 - 5.1.7.2.6. The Contractor shall respond to all telephone calls, voicemails and emails from the Department within one (1) Business Day of receipt by the Contractor.
- 5.1.7.3. Key Personnel Responsibilities
 - 5.1.7.3.1. Project Lead
 - 5.1.7.3.1.1. The Project Lead shall:
 - 5.1.7.3.1.1.1. Oversee all phases of the project in accordance with work plans or timelines or as determined between the Contractor and the Department.
 - 5.1.7.3.1.1.2. Serve as Contractor's primary point of contact for the Department.

- 5.1.7.3.1.1.3. Be responsible for completion and/or submission of all tasks and deliverables in the Contract.
- 5.1.7.3.1.1.4. Be present at all scheduled status meetings between the Department and each MMIS Vendor, unless the Department provides permission otherwise.
- 5.1.7.3.1.1.5. Be present at all other meetings between the Department and each MMIS vendor as requested by the Department.
- 5.1.7.3.1.1.6. Shall be dedicated fulltime to this Contract and will not be a shared resource to other contracts held by or projects performed by the Contractor.
- 5.1.7.4. Other Personnel Responsibilities
 - 5.1.7.4.1. The Contractor shall ensure that all Other Personnel have sufficient training and experience to complete all portions of the Work assigned to them.
- 5.1.8. Deliverables
 - 5.1.8.1. All deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for each deliverable.
 - 5.1.8.2. Each deliverable will be reviewed by the Department and shall require formal, written approval from the Department before acceptance of the deliverable. The Contractor shall allow for a minimum ten (10) Business Days following receipt, per deliverable, for the Department to review each deliverable and document its findings, except as specified herein. Based on the review findings, the Department may accept the deliverable, reject portions of the deliverable, reject the complete deliverable or require that revisions be made. The Contractor shall make all changes directed by the Department. Unless otherwise agreed to by the Department in writing, the Contractor shall be required to submit replacement portions or a complete revised version of the deliverable within five (5) Business Days following receipt of Department comments. The Department shall have an additional five (5) Business Day review period whenever replacement portions or a complete revised version of a deliverable is resubmitted.
 - 5.1.8.3. The Contractor shall employ an internal quality control process to ensure that all deliverables, documents and calculations are complete, accurate, easy to understand and of high quality. The Contractor shall provide deliverables that, at a minimum, are responsive to the specific requirements, organized into a logical order, contain no spelling or grammatical errors, formatted uniformly and contain accurate information and correct calculations. The Contractor shall retain all draft and marked-up documents and checklists utilized in reviewing documents for reference through the duration of the project and project acceptance.
 - 5.1.8.4. The Contractor shall document, in writing, and deliver to the Department, its responses to the Department's comments and requests for revisions or clarification of deliverable contents.

- 5.1.8.5. At the Department's request, the Contractor shall be required to conduct a walk-through of Department-selected deliverables to facilitate the Department's review and approval process. The walk-through shall consist of an overview of the deliverable, explanation of the organization of the deliverable, presentation of critical issues related to the deliverable and other information as requested by the Department. It is anticipated that the content of the walk-through may vary with the deliverable presented.
- 5.1.8.6. In the event that any due date for a deliverable falls on a day that is not a Business Day, then the due date shall be automatically extended to the next Business Day, unless otherwise directed by the Department.
- 5.1.8.7. All due dates or timelines that reference a period of days shall be measured in calendar days, months and quarters unless specifically stated as Business Days or otherwise. All times stated in the Contract shall be considered to be in Mountain Time, adjusted for Daylight Saving Time as appropriate, unless specifically stated otherwise.
- 5.1.8.8. No deliverable, report, data, procedure or system created by the Contractor for the Department that is necessary to fulfilling the Contractor's responsibilities under the Contract, as determined by the Department, shall be considered proprietary.
- 5.1.8.9. Any document, deliverable or other item delivered to the Department for review and approval shall require written approval by the Department before the Contractor may consider that document, deliverable or other item approved.
- 5.1.8.10. The Department will designate a primary approver who will provide approval for all deliverables from the Contractor. The Department may change this primary approver from time to time by providing written notice to the Contractor.
- 5.1.9. Stated Deliverables and Performance Standards
 - 5.1.9.1. Any section within this Statement of Work headed with or including the term "DELIVERABLE" or "PERFORMANCE STANDARD" is intended to highlight a deliverable or performance standard contained in this Statement of Work and provide a clear due date for deliverables. The sections with these headings are not intended to expand or limit the requirements or responsibilities related to any deliverable or performance standard.
- 5.1.10. Communication Requirements
 - 5.1.10.1. Communication with the Department
 - 5.1.10.1.1. The Contractor shall enable all Contractor staff to exchange documents and electronic files with the Department staff in compatible formats. The Department currently uses Microsoft Office 2007 for PC. If the Contractor uses a compatible program that is not Microsoft Office 2007 for PC, then the Contractor shall ensure that all documents or files delivered to the Department are completely transferrable and reviewable, without error, on the Department's systems.
 - 5.1.10.2. Communication with Clients, Providers and Other Entities

- 5.1.10.2.1. The Contractor shall not engage in any non-routine communication with any Client, any Provider, the media, any other Department contractor or the public without the prior written consent of the Department.
- 5.1.11. Business Continuity
 - 5.1.11.1. The Contractor shall create a Business Continuity Plan that the Contractor will follow in order to continue operations after a Disaster or a Business Interruption. The Business Continuity Plan shall include, but is not limited to, all of the following:
 - 5.1.11.1.1. How the Contractor will replace staff that has been lost or is unavailable during or after a Business Interruption so that the Work is performed in accordance with the Contract.
 - 5.1.11.1.2. How the Contractor will back-up all information necessary to continue performing the Work, so that no information is lost because of a Business Interruption.
 - 5.1.11.1.2.1. In the event of a Disaster, the plan shall also include how the Contractor will make all information available at its back-up facilities.
 - 5.1.11.1.3. How the Contractor will minimize the effects on Clients of any Business Interruption.
 - 5.1.11.1.4. How the Contractor will communicate with the Department during the Business Interruption and points of contact within the Contractor's organization the Department can contact in the event of a Business Interruption.
 - 5.1.11.1.5. Planned long-term back-up facilities out of which the Contractor can continue operations after a Disaster.
 - 5.1.11.1.6. The time period it will take to transition all activities from the Contractor's regular facilities to the back-up facilities after a Disaster.
 - 5.1.11.2. The Contractor shall deliver the Business Continuity Plan to the Department for review and approval.
 - 5.1.11.2.1. DELIVERABLE: Business Continuity Plan
 - 5.1.11.2.2. DUE: Within ten (10) Business days after the Effective Date
 - 5.1.11.3. The Contractor shall review its Business Continuity Plan at least semi-annually and update the plan as appropriate to account for any changes in the Contractor's processes, procedures or circumstances. The Contractor shall submit an Updated Business Continuity Plan that contains all changes from the most recently approved prior Business Continuity Plan or Updated Business Continuity Plan or shall note that there were no changes.
 - 5.1.11.3.1. DELIVERABLE: Updated Business Continuity Plan
 - 5.1.11.3.2. DUE: Semi-annually, by June 30th and December 31st of each year.

5.1.11.4. In the event of any Business Interruption, the Contractor shall implement its most recently approved Business Continuity Plan or Updated Business Continuity Plan immediately after the Contractor becomes aware of the Business Interruption. In that event, the Contractor shall comply with all requirements, deliverables and milestones contained in the implemented plan.

5.1.12. Intellectual Property Ownership

5.1.12.1. In addition to the intellectual property ownership rights in the Contract, the following subsections describe the intellectual property ownership requirements that the Contractor shall meet during the term of the Contract in relation to federal financial participation.

5.1.12.2. To facilitate obtaining the desired amount of federal financial participation under 42 CFR §433.112, the Department shall have all ownership rights, not superseded by other licensing restrictions, in all materials, programs, procedures, etc., designed, purchased, or developed by the Contractor and funded by the Department. The Contractor shall use contract funds to develop all necessary materials, programs, products, procedures, etc., and data and software to fulfill its obligations under the Contract. Department funding used in the development of these materials, programs, procedures, etc. shall be documented by the Contractor. The Department shall have all ownership rights in data and software, or modifications thereof and associated documentation and procedures designed and developed to produce any systems, programs reports and documentation and all other work products or documents created under the Contract. The Department shall have these ownership rights, regardless of whether the work product was developed by the Contractor or any Subcontractor for work product created in the performance of this Contract. The Department reserves, on behalf of itself, the Federal Department of Health and Human Services and its contractors, a royalty-free, non-exclusive and irrevocable license to produce, publish or otherwise use such software, modifications, documentation and procedures. Such data and software includes, but is not limited to, the following:

5.1.12.2.1. All computer software and programs, which have been designed or developed for the Department, or acquired by the Contractor on behalf of the Department, which are used in performance of the Contract.

5.1.12.2.2. All internal system software and programs developed by the Contractor or subcontractor, including all source codes, which result from the performance of the Contract; excluding commercial software packages purchased under the Contractor's own license.

5.1.12.2.3. All necessary data files.

5.1.12.2.4. User and operation manuals and other documentation.

5.1.12.2.5. System and program documentation in the form specified by the Department.

5.1.12.2.6. Training materials developed for Department staff, agents or designated representatives in the operation and maintenance of this software.

5.1.13. Performance Reviews

- 5.1.13.1. The Department may conduct performance reviews or evaluations of the Contractor in relation to the Work performed under the Contract.
- 5.1.13.2. The Department may work with the Contractor in the completion of any performance reviews or evaluations or the Department may complete any or all performance reviews or evaluations independently, at the Department's sole discretion.
- 5.1.13.3. The Contractor shall provide all information necessary for the Department to complete all performance reviews or evaluations, as determined by the Department, upon the Department's request. The Contractor shall provide this information regardless of whether the Department decides to work with the Contractor on any aspect of the performance review or evaluation.
- 5.1.13.4. The Department may conduct these performance reviews or evaluations at any point during the term of the Contract, or after termination of the Contract for any reason.
- 5.1.13.5. The Department may make the results of any performance reviews or evaluations available to the public, or may publicly post the results of any performance reviews or evaluations.

5.1.14. Conflict of Interest

- 5.1.14.1. Throughout the term of the Contract, the Contractor shall not have a conflict of interest. A conflict of interest may occur in, but is not limited to, any of the following circumstances:
 - 5.1.14.1.1. Contractor is or becomes a parent or subsidiary of any MMIS Vendor.
 - 5.1.14.1.2. Contractor shares a parent entity with or has a majority of the same ownership as any MMIS Vendor.
 - 5.1.14.1.3. Offeror is an affiliate of any MMIS Vendor.
- 5.1.14.2. If the Contractor becomes aware of a conflict of interest relating to this Contract, the Contractor shall inform the Department within one (1) business day.
- 5.1.14.3. If the Contractor has a conflict of interest at any point during the term of the Contract, the Department may, in its sole discretion, terminate the Contract for cause.

5.2. INDEPENDENT VERIFICATION AND VALIDATION SERVICES

5.2.1. IV&V Management Planning

- 5.2.1.1. The Contractor shall develop an IV&V Management Plan for the MMIS. The IV&V Management Plan shall include all MMIS Components.
 - 5.2.1.1.1. The IV&V Management Plan for the MMIS shall contain, at a minimum, all of the following:
 - 5.2.1.1.1.1. A description of the activities required to perform an IV&V review on the MMIS.
 - 5.2.1.1.1.2. Personnel dedicated to the IV&V review on the MMIS.

- 5.2.1.1.1.3. The schedule for performing an IV&V review on the MMIS.
- 5.2.1.1.1.4. The standards for performing an IV&V review on the MMIS.
- 5.2.1.1.1.5. The methodology for performing an IV&V review on the MMIS.
- 5.2.1.1.2. The Contractor shall deliver the IV&V Management plan for the MMIS to the Department for review and approval.
 - 5.2.1.1.2.1. DELIVERABLE: IV&V Management Plan.
 - 5.2.1.1.2.2. DUE: Within ninety (90) days following the MMIS kickoff meeting, scheduled by the Department with all MMIS Vendors.
- 5.2.1.1.3. The Contractor shall update the IV&V Management Plan on at least an annual basis, by the dates included in the most recently approved IV&V Management Plan.
- 5.2.1.1.4. In addition to the annual updates, The Contractor shall modify and update the IV&V Management Plan throughout the term of the Contract at the direction of the Department.
 - 5.2.1.1.4.1. DELIVERABLE: Department-directed IV&V Management Plan Update.
 - 5.2.1.1.4.2. DUE: Within thirty (30) days following the Department's request for the update, unless the Department provides for a longer period in writing.
- 5.2.1.1.5. The Contractor shall implement the most recently approved IV&V Management Plan for each MMIS Component and shall complete all requirements of that plan. The Contractor shall not implement any IV&V Management Plan prior to the Department's approval of that plan unless directed to do so in writing by the Department.
- 5.2.1.2. The Contractor shall review the solicitation and contract for each MMIS Component and MMIS Vendor, as well as the Implementation Advance Planning Document and any associated Advance Planning Document Updates that the Department has submitted to CMS, to gain sufficient understanding of the MMIS project.
- 5.2.2. Initial and Periodic MMIS Vendor Reviews
 - 5.2.2.1. The Contractor shall conduct an initial review for each MMIS Component. Each initial review shall include, at a minimum, all of the following:
 - 5.2.2.1.1. An Initial Performance Standard Planning Document that includes the initial status of each activity shown on the IV&V Management Plan for each MMIS Component.
 - 5.2.2.1.1.1. DELIVERABLE: Initial Performance Standard Planning Document
 - 5.2.2.1.1.2. DUE: No later than the end of the Business Process Reengineering (BPR) Contract Stage, as that stage is defined in the contract with the MMIS Vendor for the Core MMIS and Supporting Services
 - 5.2.2.1.2. A review of each MMIS Vendor's analysis of risk areas of the implementation of each MMIS Component and the risk mitigation plan for those identified

risks. The Contractor shall include recommendations for any deficiencies it finds during its review of the risk mitigation plans.

- 5.2.2.1.2.1. DELIVERABLE: Risk Analysis and Mitigation Plan Review
- 5.2.2.1.2.2. DUE: No later than the end of the Initiation and Planning Phase, as that phase is defined in the contract with the MMIS Vendor for the core MMIS and supporting services
- 5.2.2.2. The Contractor shall conduct periodic reviews for each MMIS Component on a monthly basis. Each periodic review shall include, at a minimum, all of the following:
 - 5.2.2.2.1. Reviewing all deliverables and reports submitted by MMIS Vendors, as directed by the Department, for content, quality and timeliness. The Department will deliver the deliverables to the Contractor for review by giving them to the Contractor or directing the Contractor to review the deliverable stored in the appropriate system.
 - 5.2.2.2.1.1. The Contractor shall notify the Department of any MMIS Vendor submitted management reports that do not contain the content required for that report, are of not sufficient quality or were not submitted in a timely manner.
 - 5.2.2.2.1.2. The Contractor shall participate in walk-through of MMIS Vendor deliverables as requested by the Department.
 - 5.2.2.2.1.3. The Contractor shall Evaluate each reviewed deliverable and provide remediation recommendations for each deliverable that fails to achieve the standards or timelines in that MMIS Vendor's contract with the Department.
 - 5.2.2.2.1.3.1. DELIVERABLE: Remediation Recommendations
 - 5.2.2.2.1.3.2. DUE: Within ten (10) Business Days following the Department's delivery of the deliverable requiring remediation to the Contractor.
 - 5.2.2.2.2. Notifying the Department immediately when the Contractor discovers any Critical Incident if the discovery occurs during the Department's working hours on a Business Day.
 - 5.2.2.2.3. If the Contractor discovers a Critical Incident during a time that is not during the Department's working hours on a Business Day, the Contractor shall notify the Department by 9:00 am Mountain Time of the next Business Day. The Department may determine that any incident that occurs is critical, even if the Contractor does not, and the Contractor shall be deemed to discover the incident and have notified the Department as of the date when the Department notified the Contractor it had determined the incident to be critical.
 - 5.2.2.2.4. Providing a MMIS Vendor Critical Incident Report for each Critical Incident that summarizes the incident, how it notes how it may affect the project, notes any discrepancies found by the Contractor and provides a proposed action plan to resolve the incident and mitigate its impact.

- 5.2.2.2.4.1. DELIVERABLE: MMIS Vendor Critical Incident Report
- 5.2.2.2.4.2. DUE: No later than five (5) Business Days following the day that the Critical Incident is discovered
- 5.2.2.3. The Contractor shall monitor the performance of each MMIS Vendor to Verify that the MMIS Vendor is in compliance with its contract with the Department and that the system that MMIS Vendor is developing meets all requirements of its contract with the Department. This shall include, but is not limited to, monitoring all of the following:
 - 5.2.2.3.1. MMIS Vendor work plans.
 - 5.2.2.3.2. MMIS Vendor implementation plans.
 - 5.2.2.3.3. General system design for each MMIS Component.
 - 5.2.2.3.4. Detailed system design for each MMIS Component.
 - 5.2.2.3.5. System security for each MMIS Component.
 - 5.2.2.3.6. System testing for each MMIS Component.
 - 5.2.2.3.7. System interfaces for each MMIS Component and between the MMIS Components and other MMIS Components or external systems.
 - 5.2.2.3.8. MMIS Vendor transition from the contractor for the Department's existing MMIS.
 - 5.2.2.3.9. Acceptance Testing for each MMIS Component.
 - 5.2.2.3.10. Post-implementation activities and CMS certification of each MMIS Component.
- 5.2.2.4. The Contractor shall provide Management Briefings on a monthly basis regarding the performance of each MMIS Vendor and the monitoring performed by the Contractor. The Management Briefings shall not begin until the Operational Start Date.
 - 5.2.2.4.1. This Management Briefing shall include, at a minimum, all of the following:
 - 5.2.2.4.1.1. The Current general status of each MMIS Vendor in relation to that MMIS Vendor's work plans and implementation plans.
 - 5.2.2.4.1.2. Any flaws or issues with the system design for each MMIS Component that may negatively impact the implementation of the MMIS or CMS's certification of the MMIS and recommendations to mitigate or eliminate those flaws or issues.
 - 5.2.2.4.1.3. Any flaws or issues regarding system security for each MMIS component that may negatively impact the implementation of the MMIS or CMS's certification of the MMIS and recommendations to mitigate or eliminate those flaws or issues.

- 5.2.2.4.1.4. The results of any system testing or retesting performed during the prior month and recommendations on how to resolve any flaws or issues identified as a result of that system testing or retesting.
- 5.2.2.4.1.5. Any flaws or issues with the interfaces within each MMIS Component, between each of the MMIS Components or between the MMIS Components and external systems that may negatively impact the implementation of the MMIS or CMS's certification of the MMIS and recommendations to mitigate or eliminate those flaws or issues.
- 5.2.2.4.1.6. Any delays or issues with the transition from the contractor for the Department's current MMIS to any MMIS Vendor and recommendations to mitigate or eliminate those delays or issues.
- 5.2.2.4.1.7. The results of all acceptance testing performed during the prior month and recommendations on how to resolve any flaws or issues identified as a result of that testing.
- 5.2.2.4.1.8. The status of the overall implementation and operation of each MMIS Component and CMS certification of the MMIS as well as any flaws or issues that are negatively impacting the operation of any MMIS Component or causing a delay in CMS's certification of the system and recommendations on how to resolve those issues or flaws.
- 5.2.2.4.1.9. Any recommendations the Contractor has regarding training provided by the MMIS Vendors to system users.
- 5.2.2.4.1.10. Any recommendations the Contractor has regarding each MMIS Vendors' progress and procedures for managing requirements.
- 5.2.2.4.1.11. Any recommendations the Contractor has regarding each MMIS Vendor's policies and procedures for ensuring that each MMIS Component is secure and that the privacy of Client data is maintained.
- 5.2.2.4.2. The Contractor shall host all Management Briefings at times approved by the Department.
 - 5.2.2.4.2.1. DELIVERABLE: Management Briefings
 - 5.2.2.4.2.2. DUE: Monthly, as scheduled by the Department.
- 5.2.2.5. Contractor Location
 - 5.2.2.5.1. The Contractor shall have an office within one (1) mile of the Department's offices. The Contractor's Project Lead and all Contractor personnel performing any monitoring, Verification or Validation responsibilities of any MMIS Component or MMIS Vendor shall perform their responsibilities out of this office or on-site at the location of the MMIS Vendor. Any Contractor personnel conducting testing may be located at another location at the Contractor's discretion.

- 5.2.2.5.1.1. The Department prefers that all personnel conducting testing be located at the same office or location as the personnel performing any monitoring, Verification or Validation.
- 5.2.2.5.2. The Contractor shall provide a conference room or other location, capable of holding at least ten (10) people, for each Management Briefing. This location shall be at the same location as the Contractor's office that is within one (1) mile of the Department's offices. The Contractor shall be responsible for all costs associated with providing a location for the Management Briefings.
- 5.2.2.6. The Contractor shall attend all status meetings between the Department and the MMIS Vendors, which will occur on at least a monthly basis and may occur more regularly based on the phase and stage of the implementation of the MMIS. The Department will deliver the minutes of each meeting to the Contractor and the Contractor shall review those minutes provide comment to the Department.
- 5.2.2.6.1. DELIVERABLE: Comments on all status meeting minutes
- 5.2.2.6.2. DUE: Within two (2) Business Days following the Department's delivery of the minutes to the Contractor.
- 5.2.2.7. The Contractor shall Evaluate the methodology for maintaining requirements traceability throughout the transfer and development process beginning with the functional Requirements Documents as a baseline.
- 5.2.3. CMS Guidance Review
 - 5.2.3.1. The Contractor shall review all MITA documentation, guidance and rules promulgated by CMS throughout the term of the Contract.
 - 5.2.3.1.1. The Contractor shall notify the Department if any MITA documentation, guidance and rules, or any changes to those items, will impact the implementation of any MMIS Component or the work performed by any MMIS Vendor.
 - 5.2.3.2. The Contractor shall review the process that CMS uses to certify a MMIS and understand the requirements for a MMIS to become certified.
 - 5.2.3.2.1. The Contractor shall notify the Department if the Department's implementation of any MMIS Component will decrease the likelihood that CMS will certify the MMIS or will cause a delay in the MMIS's certification. If the Contractor notifies the Department that the current implementation will impact CMS's certification of the MMIS, the Contractor shall also provide recommendations as to how the Department may mitigate these impacts or how the Department could change its implementation of any MMIS Component to reduce or eliminate the impact.
- 5.2.4. IV&V Project Management
 - 5.2.4.1. The Contractor shall create a work breakdown structure for all IV&V activities, and deliver the work breakdown structure to the Department for review and approval.

- 5.2.4.1.1. DELIVERABLE: Work Breakdown Structure
- 5.2.4.1.2. DUE: No later than forty-five (45) days following the Operational Start Date
- 5.2.4.2. The Contractor shall update its Work Breakdown Structure in accordance with the guidelines contained in *A Guide to the Project Management Body of Knowledge, Fourth Edition*.
- 5.2.4.3. The Contractor shall perform project management services for all IV&V related activities for the MMIS. These project management services shall include, at a minimum, all of the following:
 - 5.2.4.3.1. Evaluating the progress of the implementation of the entire MMIS project, and recommending improvements as necessary.
 - 5.2.4.3.2. Verifying that lines of reporting within each MMIS Vendor and responsibility provide adequate technical and managerial oversight of the project.
 - 5.2.4.3.3. Verifying that contractors, agencies and departments are not independently duplicating effort toward the same ends.
 - 5.2.4.3.4. Evaluating project progress, resources, budget, schedules, work flow and reporting.
 - 5.2.4.3.5. Verifying that each MMIS Vendor has created a project management plan and that each MMIS Vendor is following the appropriate project management plan.
 - 5.2.4.3.6. Evaluating the project management plans and procedures to Verify that they are developed, communicated, implemented, monitored and complete.
 - 5.2.4.3.7. Evaluating project reporting plan and actual project reports to Verify project status is accurately traced using project metrics, as approved by the Department.
 - 5.2.4.3.8. Verifying milestones and completion dates contained in any MMIS Vendor's project management plan and contract are planned, monitored and met.
 - 5.2.4.3.9. Verifying that each MMIS Vendor has created and institutionalized an appropriate project issue tracking mechanism that documents issues as they arise, enables communication of issues to proper stakeholders, documents a mitigation strategy as appropriate, and tracks the issue to closure.
 - 5.2.4.3.10. Establish and maintain a Master MMIS Issue Tracking mechanism that consolidates issue tracking of all MMIS Vendors.
 - 5.2.4.3.11. Evaluating each MMIS Vendor's planned life-cycle development methodology or methodologies (e.g. waterfall, evolutionary spiral, rapid prototyping, incremental) to see if they are appropriate for the MMIS Component that MMIS Vendor is developing.
 - 5.2.4.3.12. Verifying that all business process reengineering has strategy, management backing, resources, skills and incentives necessary for effective change.

- 5.2.4.3.13. Verifying that resistance to change is anticipated and prepared for, by using principles of change management at each step and having the appropriate leadership throughout the business process reengineering process.
- 5.2.4.3.14. Verifying that each MMIS Vendor has a change management plan and that the change management plans and procedures to Verify them are developed, communicated, implemented, monitored and complete.
- 5.2.4.3.15. Managing the identification, resolution and tracking of stakeholder concerns.
- 5.2.4.3.16. Verifying that each MMIS Vendor has a communication plan and that those plans are being followed.
- 5.2.4.3.17. Evaluating each MMIS Vendor's communication plan and procedures to Verify that they support communications and work product sharing between all project stakeholders and that the communication plans and strategies are effective, implemented, monitored and complete.
- 5.2.4.3.18. Reviewing and Evaluating all configuration management plans and procedures associated with the development of each MMIS Component for all of the following:
 - 5.2.4.3.18.1. Critical development documents, including but not limited to requirements, design, code and job control language are maintained under an appropriate level of control.
 - 5.2.4.3.18.2. The processes and tools are in place to identify code versions and to rebuild system configurations from source code.
 - 5.2.4.3.18.3. Appropriate source and object libraries are maintained for training, test, and production and that formal sign-off procedures are in place for approving deliverables.
 - 5.2.4.3.18.4. Appropriate processes and tools are in place to manage system changes, including formal logging of change requests and the review, prioritization and timely scheduling of maintenance actions.
 - 5.2.4.3.18.5. Mechanisms are in place to prevent unauthorized changes being made to the system and to prevent authorized changes from being made to the wrong version.
- 5.2.4.3.19. Evaluating and making recommendations on the estimating and scheduling process of the project to Verify that the project budget and resources are adequate for the work break-down structure and schedule.
- 5.2.4.3.20. Reviewing schedules to Verify that adequate time and resources are assigned for planning, development, review, testing and rework.
- 5.2.4.3.21. Performing ongoing Evaluations of MMIS Vendor staffing, which include key and non-key personnel, to Verify adequate staffing for each MMIS Vendor to comply with their contract and maintain service levels defined throughout those contracts.

- 5.2.4.3.22. Examining the job assignments, skills, training and experience of the key personnel of each MMIS Vendor involved in program development to Verify that they are adequate for the development task.
- 5.2.4.3.23. Verifying that each MMIS Vendor's organizational structure supports training, process definition, independent Quality Assurance, Configuration Management, product Evaluation, and any other functions critical for the project's success.
- 5.2.4.3.24. Verifying that State staff has the ultimate responsibility for monitoring project cost and schedule.
- 5.2.5. Quality Assurance
 - 5.2.5.1. The Contractor shall review the quality assurance plans and procedures of each MMIS Vendor for all of the following:
 - 5.2.5.1.1. All quality assurance has an appropriate level of independence from project management.
 - 5.2.5.1.2. The organization responsible for quality assurance monitors the fidelity of all defined processes in all phases of the project.
 - 5.2.5.1.3. The quality of all products produced by the project is monitored by formal reviews and sign-offs.
 - 5.2.5.1.4. Project self-evaluations are performed and that measures are continually taken to improve the process.
 - 5.2.5.1.5. Those responsible for quality assurance provide periodic Evaluation of the activities of the project and that the project takes action to reach industry standards.
 - 5.2.5.1.6. Quality assurance is being completed for all of the following areas in each MMIS Vendor's contract with the Department:
 - 5.2.5.1.6.1. Staffing
 - 5.2.5.1.6.2. Reporting
 - 5.2.5.1.6.3. Processes/Procedures
 - 5.2.5.1.6.4. Adherence to timelines
 - 5.2.5.1.6.5. Risk Analysis
 - 5.2.5.2. The Contractor shall review and make recommendations on all defined processes and product standards associated with the system development.
 - 5.2.5.3. The Contractor shall Verify that all major development processes are defined and that the defined and approved processes and standards are followed in development.
 - 5.2.5.4. The Contractor shall Verify that all process definitions and standards are complete, clear, up-to-date, consistent in format and easily available to project personnel.

- 5.2.5.5. The Contractor shall review on all training provided by the MMIS Vendors to system users. This shall include Verification of all of the following:
 - 5.2.5.5.1. There is sufficient knowledge transfer for maintenance and operation of the new system.
 - 5.2.5.5.2. Training for users is instructor-led and hands-on and is directly related to the business process and required job skills.
 - 5.2.5.5.3. User-friendly training materials and help desk services are easily available to all users.
 - 5.2.5.5.4. All necessary policies, processes and documentation is easily available to users.
 - 5.2.5.5.5. All training is given on-time and is Evaluated and monitored for effectiveness, with additional training provided as needed.
- 5.2.5.6. The Contractor shall Evaluate on each MMIS Vendor's progress and procedures for managing requirements. This shall include at minimum all of the following:
 - 5.2.5.6.1. Verifying that system requirements are well-defined, understood and documented.
 - 5.2.5.6.2. Evaluating the allocation of system requirements to hardware and software requirements.
 - 5.2.5.6.3. Verifying that software requirements can be traced through design, code and test phases to Verify that the system performs as intended and contains no unnecessary software elements.
 - 5.2.5.6.4. Verifying that requirements are under formal configuration control.
- 5.2.5.7. The Contractor shall Evaluate on the MMIS Vendor's policies and procedures for ensuring that each MMIS Component is secure and that the privacy of Client data is maintained. This shall include all of the following:
 - 5.2.5.7.1. Evaluating the restrictions on system and data access.
 - 5.2.5.7.2. Evaluating the system security plan to Verify that it meets Department standards.
 - 5.2.5.7.3. Verifying that processes and equipment are in place to back up client and project data files and archive them safely at appropriate levels.
- 5.2.5.8. The Contractor shall Verify that each MMIS Vendor has performed an adequate requirements analysis for that MMIS Vendor's MMIS Component. This shall include a Verification of all of the following:
 - 5.2.5.8.1. An analysis of client, State, and Federal needs and objectives has been performed to Verify that requirements of the system are well understood, well defined and satisfy federal regulations.
 - 5.2.5.8.2. All stakeholders have been consulted to the desired functionality of the system, and that users have been involved in prototyping of the user interface.

- 5.2.5.8.3. All stakeholders have bought-in to all changes with impact project objectives, cost and schedule.
- 5.2.5.8.4. Performance requirements satisfy user needs.
- 5.2.5.8.5. User's maintenance requirements for the system are completely specified.
- 5.2.5.9. The Contractor shall Verify that the MMIS Vendors have described all system interfaces for each MMIS Component exactly, by medium and by function, including input/output control codes, data format, polarity, range, units and frequency. The Contractor shall also Verify that all approved interface documents are available and that appropriate relationships are in place with all agencies and organizations supporting the interfaces.
- 5.2.5.10. The Contractor shall Verify that all system requirements have been allocated to either a software or hardware subsystem and that specifications have been developed for all hardware and software subsystems in a sufficient level of detail for successful implementation.
- 5.2.5.11. The Contractor shall Verify that there is a well defined plan for transferring data from the legacy system to the new MMIS.
- 5.2.6. MMIS Operating Environment
 - 5.2.6.1. The Contractor Evaluate each MMIS Component for all of the following:
 - 5.2.6.1.1. System hardware configurations to determine if their performance is adequate to meet existing and proposed system requirements.
 - 5.2.6.1.2. Compatibility with the State's existing processing environment, if it is maintainable, and if it is easily upgradeable. This Evaluation will include, but is not limited to Central Processing Units (CPUs) and other processors, memory, network connections, and bandwidth, communication controllers, telecommunications systems (Local Area Network/Wide Area Network [LAN/WAN]), terminals, printers, and storage devices.
 - 5.2.6.1.3. System software to determine if its capabilities are adequate to meet existing and proposed system requirements.
 - 5.2.6.1.4. Whether the software is maintainable and easily upgradeable.
 - 5.2.6.1.5. Projected service provider support of the hardware and software.
 - 5.2.6.1.6. Database products to determine if their capabilities are adequate to meet proposed system requirements.
 - 5.2.6.1.7. The database's data format to determine if it is easily convertible to other formats, if it supports the addition of new data items, if it is scalable, if it is easily refreshable and if it is compatible with the State's existing hardware and software, including any on-line transaction processing environment.
 - 5.2.6.1.8. Processing capacity of the system to determine if it is adequate for current statewide needs for both batch and on-line processing.
 - 5.2.6.1.9. The system's capacity to support future growth.

- 5.2.6.2. The Contractor shall make recommendations on changes in processing hardware, storage, network systems, operating systems, consumer off the shelf software, and software design to meet future growth and improve system performance.
- 5.2.7. MMIS Development Environments
 - 5.2.7.1. The Contractor shall Evaluate the development hardware and software configurations of each MMIS Component to determine all of the following:
 - 5.2.7.1.1. If their performance and capabilities are adequate to meet the needs of system development.
 - 5.2.7.1.2. If the MMIS Component is maintainable and easily upgradeable. This Evaluation will include, but is not limited to, CPUs and other processors, memory, network connections and bandwidth, communication controllers, telecommunications systems (LAN/WAN), terminals, printers, and storage devices.
 - 5.2.7.1.3. If the environment as a whole shows a degree of integration compatible with good development, including operating systems, network software, computer aided software engineering (CASE) tools, project management software, configuration management software, compilers, cross-compilers, linkers, loaders, debuggers, editors and reporting software.
 - 5.2.7.1.4. The portability and reusability of programming language and compiler.
 - 5.2.7.1.5. The extent of ongoing support of hardware and software.
 - 5.2.8. MMIS Software Development
 - 5.2.8.1. The Contractor shall Evaluate both the high level and detailed design of all software developed or used by any MMIS Vendor for any MMIS Component. This shall include at minimum all of the following:
 - 5.2.8.1.1. Evaluating all high level design products to Verify the design is workable, efficient, and satisfies all system and system interface requirements.
 - 5.2.8.1.2. Evaluating all detail design products to Verify that the design is workable, efficient, and satisfies all high level design requirements.
 - 5.2.8.1.3. Evaluating the design products for adherence to the project design methodology and standards.
 - 5.2.8.1.4. Evaluating the design and analysis process used to develop the design and make recommendations for improvements.
 - 5.2.8.1.5. Evaluating design standards, methodology and CASE tools used.
 - 5.2.8.1.6. Verifying that design requirements can be traced back to system requirements.
 - 5.2.8.1.7. Verifying that all design products are under configuration control and formally approved before detailed design begins.
 - 5.2.8.1.8. Verifying that all design products are under configuration control and formally approved before coding begins.

- 5.2.8.2. The Contractor shall Evaluate the batch jobs for appropriate scheduling, timing, and internal and external dependencies as well as ensuring that division between batch and on-line processing to maintain data integrity. This Evaluation shall also include review of the appropriate use of scheduling software and Verification that job control language scripts are under an appropriate level of configuration control.
- 5.2.8.3. The Contractor shall review the development process of any software coding used by any MMIS Vendor for any MMIS Component and Evaluate it for all of the following:
 - 5.2.8.3.1. Standards and process for code development.
 - 5.2.8.3.2. Quality, completeness, including maintenance history, and accessibility of code documentation.
 - 5.2.8.3.3. Coding standards and guidelines and the projects compliance with these standards and guidelines.
 - 5.2.8.3.4. Code development is kept under appropriate configuration control and is easily accessible by developers.
 - 5.2.8.3.5. The project's use of software metrics in management and quality assurance.
- 5.2.8.4. The Contractor shall Evaluate the plans, requirements, environment, tools, and procedures used for unit testing system modules as well as the level of test automation, interactive testing, and interactive debugging available in the test environment.
- 5.2.8.5. The Contractor shall review all unit testing to Verify that an appropriate level of test coverage was achieved by the test process, that test results were verified, that the correct code configuration was tested, and that the tests were appropriately documented.
- 5.2.8.6. The Contractor is not responsible for reviewing any code of any consumer off-the-shelf product, but the Contractor shall Evaluate all interfaces between any such software and any other software or system to Verify that it will function appropriately and will integrate properly into the MMIS.
- 5.2.9. System Testing
 - 5.2.9.1. The Contractor shall provide independent system readiness testing and a go-live recommendation.
 - 5.2.9.2. The Contractor shall review all system testing performed by the Department on each MMIS Component. This review shall include, at a minimum, all of the following:
 - 5.2.9.2.1. Evaluating planned testing activities, results reporting, and error correction/resolution, including an appropriate change control and configuration management process, to Verify all of the following:
 - 5.2.9.2.1.1. Test efforts and schedule are based on defined requirements priorities as well as project risk.

- 5.2.9.2.1.2. Test scenarios address the testable requirements and the build strategy.
- 5.2.9.2.1.3. Specific business cases and test Verification efforts for each case has been defined.
- 5.2.9.2.2. Conducting reviews of testing to Validate that critical elements of each MMIS Component are stable and comply with Department requirements as detailed in the Department's contract with the MMIS Vendor for that MMIS Component.
- 5.2.9.2.3. Evaluating the plans, requirements, environment, tools, and procedures used for system testing.
- 5.2.9.2.4. Evaluating the level of automation and the availability of the system test environment.
- 5.2.9.2.5. Verifying that an appropriate level of test coverage is achieved by the test process, that test results are verified, that the correct code configuration has been tested, and that the tests are appropriately documented, including formal logging of errors found in testing.
- 5.2.9.2.6. Verify that the individuals conducting the test have an appropriate level of independence from those completing the development.
- 5.2.9.2.7. Verifying that a sufficient number and type of case scenarios are used to Verify comprehensive but manageable testing and that tests are run in a realistic, real-time environment.
- 5.2.9.2.8. Verifying that test scripts are complete, with step-by-step procedures, required pre-existing events or triggers and expected results.
- 5.2.9.2.9. Acceptance procedures and acceptance criteria for each MMIS Component are defined, reviewed and approved prior to test and the results of the test are documented, and address the process by which any software product that does not pass acceptance testing will be corrected.
- 5.2.9.2.10. Review user acceptance test Validation procedures and provide recommendations to the Department regarding soundness, thoroughness, and applicability.
- 5.2.9.2.11. Validate all user acceptance test results, in accordance with Department Validation procedures developed in conjunction with each MMIS Vendor, prior to implementation and ongoing as changes are made to the MMIS.
- 5.2.10. Data Management
 - 5.2.10.1. The Contractor shall Evaluate each MMIS Vendor's proposed plans, procedures and software for data conversion. This Evaluation shall include, at a minimum, all of the following:
 - 5.2.10.1.1. Verifying that procedures are in place and are being followed to review the completed data for completeness and accuracy and to perform data clean-up as required.

- 5.2.10.1.2. Determining conversion error rates and if the error rates are manageable.
- 5.2.10.1.3. Making recommendations on the conversion process to make it more efficient and on maintaining the integrity of data during the conversion.
- 5.2.10.2. The Contractor shall Evaluate all MMIS Vendor database designs and system processes/workflows to determine if they meet system requirements contained in the MMIS Vendor's contract with the Department. This shall include an Evaluation of all of the following:
 - 5.2.10.2.1. The design for maintainability, scalability, refreshability, concurrence, normalization and any other factors affecting performance and data integrity.
 - 5.2.10.2.2. The process for administering the database, including backup, recovery, performance analysis and control of data item creation.

OFFEROR'S RESPONSE 5. Provide a detailed description of the Offeror's approach to providing the IV&V services described in this solicitation. This description shall include, at a minimum, all of the following:

- a. **The Offeror's overall approach to the project to ensure that the IV&V services are performed in a timely and acceptable manner.**
- b. **The Offeror's plan to manage the IV&V services for three (3), separate MMIS Vendors, operating under three (3) separate contracts, while performing IV&V services for all MMIS Components.**
- c. **The Offeror's plan to establish appropriate test plans of the various MMIS Components, the interfaces between those components and the interfaces between the components and other systems within the State.**
- d. **The Offeror's plan to Validate results from appropriate testing.**

OFFEROR'S RESPONSE 6. Provide a detailed description of any additional services necessary for the Offeror to provide a complete IV&V of all MMIS Components for all MMIS Vendors that were not already described in this solicitation. Any additional services shall be included in the Offeror's proposed price.

5.3. REPORTING REQUIREMENTS

- 5.3.1. The Contractor shall provide the reports listed in this section in the format directed by the Department and containing the information requested by the Department.
- 5.3.2. Management Briefing Report
 - 5.3.2.1. The Contractor shall create a monthly Management Briefing Report for each Management Briefing that contains, at a minimum, all of the following:
 - 5.3.2.1.1. Written support and documentation of all items to be presented during the next Management Briefing.

- 5.3.2.1.2. The results or findings of any Evaluations, reviews, Validations or Verifications completed during the prior month or updates in relation to any of the following areas:
 - 5.3.2.1.2.1. CMS guidance.
 - 5.3.2.1.2.2. Operational oversight.
 - 5.3.2.1.2.3. Overview of IV&V Management Plan Updates.
 - 5.3.2.1.2.4. Overview of periodic reviews of MMIS Components.
 - 5.3.2.1.2.5. Updates to Risk Analysis and Mitigation Plan Review.
 - 5.3.2.1.2.6. Overview of Corrective Action Plans produced during the previous month.
 - 5.3.2.1.2.7. Overview MMIS Vendor Critical Incident Reports.
 - 5.3.2.1.2.8. Project Management updates.
 - 5.3.2.1.2.9. Quality Assurance updates.
 - 5.3.2.1.2.10. MMIS Operating Environment updates.
 - 5.3.2.1.2.11. MMIS Development Environments updates.
 - 5.3.2.1.2.12. MMIS Software Development updates.
 - 5.3.2.1.2.13. MMIS System Testing updates.
 - 5.3.2.1.2.14. MMIS Data Management updates.
- 5.3.2.1.3. Any recommendations to mitigate any risk, deficiency or issue discovered as a result of any Evaluation, review or Verification completed during the prior month.
- 5.3.2.1.4. A Periodic Performance Standard Planning Document that includes the status of each activity shown on the IV&V Management Plan for that MMIS Component as well as the progress since the prior report.
- 5.3.2.1.5. Any updated Work Breakdown Structure developed during the prior month.
- 5.3.2.2. The Contractor shall deliver the Management Briefing Report to the Department on a monthly basis.
 - 5.3.2.2.1. DELIVERABLE: Management Briefing Report
 - 5.3.2.2.2. DUE: Monthly, no later than seven (7) Business Days following the end of the month the report covers.
- 5.3.3. Staffing Report
 - 5.3.3.1. The Contractor shall create a monthly Staffing Report that contains, at a minimum, all of the following:
 - 5.3.3.1.1. A listing of each position that contributed to the Work during the month that the report covers.
 - 5.3.3.1.2. A listing of the number of hours worked for each position that contributed to the Work during the month that the report covers.

5.3.3.2. The Contractor shall deliver the Staffing Report to the Department, on a monthly basis, with the Management Briefing Report.

5.3.3.2.1. DELIVERABLE: Staffing Report

5.3.3.2.2. DUE: Monthly, no later than seven (7) Business Days following the end of the month the report covers.

5.4. START-UP AND CLOSEOUT PERIODS

5.4.1. The Contract shall have a Start-Up Period and a Closeout Period.

5.4.1.1. The Start-Up Period shall begin on the Effective Date. The Start-Up Period shall end on the Operational Start Date of the Contract.

5.4.1.1.1. The Operational Start Date shall not occur until the Contractor has completed all requirements of the Start-Up Period, including, but not limited to, the completion of the operational readiness review contained in the Start-Up Plan.

5.4.1.1.2. The Contractor shall not engage in any Work under the Contract, other than the Work described below in the Start-Up Period, prior to the Operational Start Date. The Department shall not be liable to the Contractor for, and the Contractor shall not receive, any payment for any period prior to the Operational Start Date under the Contract.

5.4.1.2. The Closeout Period shall begin on the earlier of ninety (90) days prior to the end of the last renewal year of the Contract or notice of by the Department of non-renewal. The Closeout Period shall end on the day that the Department has accepted the final deliverable for the Closeout Period, as determined in the Department-approved and updated Closeout Plan, and has determined that the closeout transition is complete.

5.4.1.2.1. This Closeout Period may extend past the termination of the Contract and the requirements of the Closeout Period shall survive termination of the Contract. Any requirements of the Closeout Period that survive termination of the Contract shall be requirements in addition to the Work, and the term of the Contract shall not include any period of time after the termination of the Contract.

5.4.2. Start-Up Period

5.4.2.1. During the Start-Up Period, the Contractor shall complete all of the following:

5.4.2.1.1. Create a Policy and Procedures Manual that contains the policies and procedures for all systems and functions necessary for the Contractor to complete its obligations under the Contract.

5.4.2.1.1.1. DELIVERABLE: Policies and Procedure Manual

5.4.2.1.1.2. DUE: The later of thirty (30) days prior to the Operational Start Date or the Effective Date

5.4.2.1.2. Prepare all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department. The

Contractor shall deliver all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department to the Department for review and approval in a timely manner that allows the Department to review and approve those documents prior to end of the Start-Up Period.

- 5.4.2.1.3. Create and implement the Business Continuity Plan described in section 5.1.11.
- 5.4.2.1.4. Create and implement the Start-Up Plan described in section 5.4.4.1.
- 5.4.2.1.5. Create a risk analysis and mitigation plan that addresses all potential risks associated with the Work.
- 5.4.2.1.6. Complete all steps, deliverables and milestones contained in the Department-approved Start-Up Plan.
- 5.4.2.2. The Contractor shall provide weekly updates, to the Department, throughout the Start-Up Period, that show the Contractor's status toward meeting the timelines and milestones described in the Department-approved transition plan.
- 5.4.2.3. The Contractor shall ensure that all requirements of the Start-Up Period are complete by the deadlines contained in the Department-approved Start-Up Plan and that the Contractor is operationally ready by the Operational Start Date.
- 5.4.3. Closeout Period
 - 5.4.3.1. During the Closeout Period, the Contractor shall complete all of the following:
 - 5.4.3.1.1. Implement the most recently updated Closeout Plan that has been approved by the Department, as described in section 5.4.4.2.
 - 5.4.3.1.2. Complete all steps, deliverables and milestones contained in the most recently updated Closeout Plan that has been approved by the Department.
 - 5.4.3.1.3. Notify any Subcontractors of the termination of the Contract, as directed by the Department.
 - 5.4.3.1.4. Continue meeting each requirement of the Contract as described in the Department-approved and updated Closeout Plan, or until the Department determines that specific requirement is being performed by the Department or another contractor, whichever is sooner. The Department will determine when any specific requirement is being performed by the Department or another contractor, and will notify the Contractor of this determination for that requirement.
 - 5.4.3.1.5. In the event of a termination prior to the scheduled end of the Contract:
 - 5.4.3.1.5.1. Provide to the Department, or any other contractor at the Department's direction, all reports, data, systems, deliverables and other information reasonably necessary for a transition as determined by the Department or included in the Closeout Plan.

- 5.4.3.1.5.2. Ensure that all responsibilities under the Contract have been transferred to the Department, or to another contractor at the Department's direction, without significant interruption.
- 5.4.3.1.6. Develop and deliver to the Department a post-implementation Evaluation that provides assurance that all MMIS Components meet project requirements and that all projects achieved their planned outcomes.
- 5.4.3.1.7. Document lessons learned.
- 5.4.3.2. The Department will perform a closeout review to ensure that the Contractor has completed all requirements of the Closeout Period. The Contractor shall ensure that all responsibilities of the Closeout Period shall be complete by the termination of the Contract. In the event that the Contractor has not completed all of the requirements of the Closeout Period by the date of the termination of the Contract, then any incomplete requirements shall survive termination of the Contract.
- 5.4.4. Start-Up and Closeout Planning
 - 5.4.4.1. Start-Up Plan
 - 5.4.4.1.1. During the Start-Up Period, the Contractor shall create a Start-Up Plan that contains, at a minimum, all of the following:
 - 5.4.4.1.1.1. A listing of all personnel involved in the start-up and what aspect of the start-up for which they are responsible.
 - 5.4.4.1.1.2. An operational readiness review for the Department to determine if the Contractor is operationally ready to begin performance under the Contract.
 - 5.4.4.1.1.3. The risks associated with Start-Up of the Contract and a plan to mitigate those risks.
 - 5.4.4.1.2. The Contractor shall not implement this plan until the Department has approved the plan. The Contractor shall begin completing all requirements of the Department-approved Start-Up Plan once the Department has approved the plan.
 - 5.4.4.1.2.1. DELIVERABLE: Start-Up Plan
 - 5.4.4.1.2.2. DUE: Within five (5) Business Days after the Effective Date
 - 5.4.4.2. Closeout Plan
 - 5.4.4.2.1. The Contractor shall create a Closeout Plan that describes all steps, timelines and milestones necessary to fully transition the services described in the Contract from the Contractor to the Department to another contractor selected by the Department to be the IV&V contractor after the termination of the Contract, if the Contract is terminated prior to the completion of all Work. The Closeout Plan shall also include all steps to wind down the Contract at the scheduled termination of the Contract and designate an individual to act as a closeout coordinator, who will ensure that all steps, timelines and milestones

contained in the Closeout Plan are completed. The Contractor shall deliver the Closeout Plan to the Department for review and approval.

- 5.4.4.2.1.1. DELIVERABLE: Closeout Plan
- 5.4.4.2.1.2. DUE: Thirty (30) days following the Effective Date
- 5.4.4.2.2. The Contractor shall update the Closeout Plan, at least annually, to include any technical, procedural or other changes that impact any steps, timelines or milestones contained in the Closeout Plan, and deliver this Closeout Plan Update to the Department for review and approval.
 - 5.4.4.2.2.1. DELIVERABLE: Closeout Plan Update
 - 5.4.4.2.2.2. DUE: Annually, by June 30th of each year
- 5.4.4.3. Upon review of the Start-Up or Closeout Plans, or any Closeout Plan update, the Department may require the Contractor to make changes to the plan before the Department will approve the plan. The Contractor shall make all changes to these plans as required by the Department.
 - 5.4.4.3.1. DELIVERABLE: Changes to the Start-Up Plan or the Closeout Plan required by the Department
 - 5.4.4.3.2. DUE: Within three (3) Business Days of the Department's request for the change, unless the Department allows for a longer time in writing

SECTION 6.0 COMPENSATION AND INVOICING

6.1. COMPENSATION

6.1.1. The Department shall pay the Contractor upon the Department's acceptance of each deliverable as described in the following table:

6.1.1.1.

One-Time Deliverables in the Initial Contract Year

IV&V Management Plan (§5.2.1)
Initial Performance Planning Document (§5.2.2.1)
Risk Analysis and Mitigation Plan Review (§5.2.2.1.2)
Work Breakdown Structure (§5.2.4.1)

Monthly Deliverables

Each Monthly Management Briefing

(§5.2.2.4.2)

Monthly Delivery of both the Monthly Management Briefing Report (§5.3.2.2) and the Staffing Report (§5.3.3.2)

- 6.1.2. The payments for the deliverables in the preceding table shall be the sole compensation under the Contract. The Contractor shall not receive separate compensation for any deliverables or Work completed unless that deliverable or Work is specifically identified in this section 6.1

OFFEROR'S RESPONSE 7. The Offeror shall propose a fixed deliverable price for each deliverable described in section 6.1.1.1. by submitting in their proposal, RPF Appendix E Contract Compensation Table. The Offeror's proposed price shall include any additional services proposed by the Offeror in response to Offerors Response 6.

6.2. INVOICING AND PAYMENT PROCEDURES

- 6.2.1. The Contractor shall invoice the Department on a monthly basis, by the fifteenth (15th) Business Day of the month following the month for which the invoice covers.
- 6.2.2. The invoice shall contain all of the following for the month for which the invoice covers:
- 6.2.2.1. The cost for each deliverable, described in section 6.1.1.1, if that deliverable was accepted by the Department during the month that the invoice covers and was received by their required due dates for the month that the invoice covers.
- 6.2.3. Payment of Invoices
- 6.2.3.1. The Department shall remit payment to the Contractor, for all amounts shown on an invoice, within forty-five (45) days of the Department's acceptance of that invoice. Acceptance of an invoice shall not imply the acceptance or sufficiency of any work performed or deliverables submitted to the Department during the month for which the invoice covers or any other month. The Department shall not make any payment on an invoice prior to its acceptance of that invoice.
- 6.2.3.2. The Department will review the submitted invoice, and compare the information contained in the invoice to the Department's information. The Department will only accept an invoice after it has reviewed the information contained on the invoice and determined that all amounts are correct.
- 6.2.3.3. In the event that the Department determines that all information on an invoice is correct, the Department shall notify the Contractor of its acceptance of the invoice, in writing.
- 6.2.3.4. In the event that the Department determines that any information on an invoice is incorrect, the Department will notify the Contractor of this determination and what is incorrect on the invoice. The Contractor shall correct any information the

Department determined to be incorrect and resubmit that invoice to the Department for review.

- 6.2.3.4.1. The Department will review the invoice to ensure that all corrections have been made.
- 6.2.3.4.2. If all information on the resubmitted invoice is correct, the Department will accept the invoice.
- 6.2.3.4.3. If any information on the resubmitted invoice is still incorrect, then the Department will return the invoice to the Contractor for correction and resubmission.
- 6.2.3.5. In the event that the Contractor believes that the calculation or determination of any payment is incorrect, the Contractor shall notify the Department of the error within thirty (30) days of receipt of the payment or notification of the determination of the payment, as appropriate. The Department will review the information presented by the Contractor and may make changes based on this review. The determination or calculation that results from the Department's review shall be final. No disputed payment shall be due until after the Department has concluded its review.
- 6.2.3.6. Notwithstanding section 6.1.1, all payments for the final month of the Contract shall be paid to the Contractor no sooner than ten (10) days after the Department has determined that the Contractor has completed all of the requirements of the Closeout Period.

6.3. BUDGET

- 6.3.1. The Department has a maximum available amount for each State Fiscal Year (SFY) of this project. Any proposal that has a price for any SFY that exceeds the Department's maximum available amount for that SFY may be rejected without further consideration. The Department's maximum available amount for each SFY of this project is:
 - 6.3.1.1. SFY 2013-14 - \$1,140,000.00
 - 6.3.1.2. SFY 2014-15 - \$1,140,000.00
 - 6.3.1.3. SFY 2015-16 - \$1,140,000.00
 - 6.3.1.4. SFY 2016-17 - \$1,140,000.00

SECTION 7.0 EVALUATION METHODOLOGY

7.1. EVALUATION PROCESS

- 7.1.1. The evaluation of proposals will result in a recommendation for award of the Contract. The award will be made to the Offeror whose proposal, conforming to the solicitation, will be most advantageous to the State of Colorado, price and other factors considered.
- 7.1.2. The Department will conduct a comprehensive, thorough, complete and impartial evaluation of each proposal received.

7.2. EVALUATION COMMITTEE

- 7.2.1. An Evaluation Committee will be established utilizing measures to ensure the integrity of the evaluation process. These measures include the following:
 - 7.2.1.1. Selecting committee members who do not have a conflict of interest regarding this solicitation.
 - 7.2.1.2. Facilitating the independent review of proposals.
 - 7.2.1.3. Requiring the evaluation of the proposals to be based strictly on the content of the proposal.
 - 7.2.1.4. Ensuring the fair and impartial treatment of all Offerors.
- 7.2.2. The objective of the Evaluation Committee is to conduct reviews of the proposals that have been submitted, to hold frank and detailed discussions among themselves, and to recommend an Offeror for award.
- 7.2.3. The Evaluation Committee will evaluate proposals to determine if each Offeror met all mandatory experience and/or qualification requirements. The mandatory experience and/or qualification requirements are scored on a Met/Not Met basis and only those proposals found by the Evaluation Committee to meet all mandatory requirements can be considered for a Contract resulting from this solicitation.
- 7.2.4. Proposals will then be evaluated by the Evaluation Committee using the evaluation criteria in Section 7.4. Evaluation criteria may be weighted in order to reflect the relative importance of the criterion. The number of points given for each criterion will be based on the evaluator's assessment of the response including whether all critical elements described in the solicitation have been addressed, the capabilities of the Offeror, the quality of the approach and/or solution proposed, and any other aspect determined relevant by the Department. Scores for all evaluators will be multiplied by the weighting, if specified, to determine the number of points.
- 7.2.5. The Evaluation Committee may, if it deems necessary, request clarifications, conduct discussions or oral presentations, or request best and final offers. The Evaluation Committee may adjust its scoring based on the results of such activities. However, proposals may be reviewed and determinations made without such activities. Offerors should be aware that the opportunity for further explanation might not exist; therefore, it is important that proposal submissions are complete.

7.3. COMPLIANCE

- 7.3.1. It is the Offeror's responsibility to assure that Offeror's proposal is complete in accordance with the direction provided within all solicitation documents. Failure of an Offeror to provide any required information and/or failure to follow the response format set forth in Appendix A, Administrative Information, may result in the disqualification of the proposal.

7.4. EVALUATION CRITERIA

- 7.4.1. The evaluation criteria to be used in evaluating proposals and recommending an award from this solicitation are as follows:

MANDATORY MINIMUM REQUIREMENTS	MET / NOT MET
Experience - minimum of 3 years, within the past five (5) years performing IV&V services for the implementation of systems with similar transaction volumes to the Department's MMIS	MET / NOT MET
TECHNICAL PROPOSAL	WEIGHTING
Offeror's plan to provide sufficient personnel to complete all Work described in this solicitation.	20
Offeror's Experience within the past five (5) years, as described in section 4.3.2, on at most three (3) IV&V projects for health care claims processing systems.	20
Detailed description of the Offeror's approach to providing the IV&V services described in this solicitation and any additional services necessary for the Offeror to provide a complete IV&V of all MMIS Components for all MMIS Vendors that were not already described in this solicitation.	40
COST PROPOSAL	WEIGHTING
Total Combined Price Bid for all four State Fiscal Years as submitted in RFP Appendix E Contract Compensation Table	20