

STATE OF COLORADO CONTRACT

COVER PAGE

State Agency Department of Health Care Policy and Financing	Contract Number 24-183277
Contractor KPMG LLP	Contract Performance Beginning Date The later of the Effective Date or July 1, 2023
Contract Maximum Amount Initial Term State Fiscal Year 2024 \$16,744,782.52	Initial Contract Expiration Date June 30, 2024
Extension Terms State Fiscal Year 2025 \$7,788,717.39 State Fiscal Year 2026 \$8,996,328.66 State Fiscal Year 2027 \$6,431,470.75 State Fiscal Year 2028 \$7,070,708.35 Total for All State Fiscal Years \$47,032,007.66	Contract Authority Authority to enter into this Contract exists in C.R.S. §25.5-1-101, <i>et seq.</i> , C.R.S.
Contract Purpose This Contract is entered into for the Contractor to provide Value Based Payment services to the Department and to design a Colorado Providers of Distinction program. The Contractor was awarded this Contract under Solicitation # UHAA ITN 2022000008.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: <ol style="list-style-type: none"> Exhibit A – HIPAA Business Associates Addendum Exhibit B – Statement of Work Exhibit C – Rates Exhibit D – Terminology Exhibit E – Contractor’s Administrative Requirements Exhibit F – Sample Option Letter Exhibit G – Federal Provisions Exhibit H – PII Certification Exhibit I – Substance Use Data Exhibit J – Deliverables Payments Exhibit K – Information Technology Provisions <p>In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> Exhibit A, HIPAA Business Associates Addendum Exhibit G, Federal Provisions Colorado Special Provisions in §18 of the main body of this Contract Exhibit K, Information Technology Provisions The provisions of the other sections of the main body of this Contract Exhibit B, Statement of Work Exhibit I, Substance Use Data Exhibit D, Terminology Exhibit E, Contractor’s Administrative Requirements Exhibit C, Rates Exhibit J, Deliverables Payments Exhibit H, PII Certification Exhibit F, Sample Option Letter 	
Principal Representatives For the State: Trevor Abeyta Finance Office 1570 Grant Street	For Contractor: Eveline van Beek KPMG LLC 200 E Randolph Street #5500

Denver, CO 80203
Trevor.Abeyta@state.co.us

Chicago, IL 60601
evelinevanbeek@kpmg.com

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

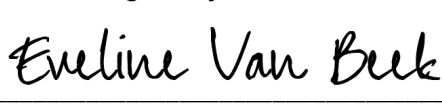

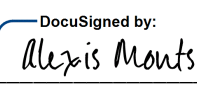
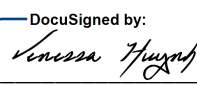
<p>CONTRACTOR KPMG LLP</p> <p>DocuSigned by: </p> <p>By: _____ F07DACB0D32D4E9... Date: 8/15/2023 12:25 EDT</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p>DocuSigned by: </p> <p>By: _____ 0B6A84797EA8493... Date: 8/16/2023 16:07 PDT</p>
	<p>LEGAL REVIEW Philip J. Weiser, Attorney General</p> <p>By: _____ N/A _____</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., if this Contract is for a Major Information Technology Project, this Contract is not valid until signed and dated below by the Chief Information Officer or an authorized delegate.</p> <p>STATE CHIEF INFORMATION OFFICER Anthony Neal-Graves, Chief Information Officer and Executive Director</p> <p>DocuSigned by: </p> <p>By: _____ 4235987998F1488... Date: 8/15/2023 12:18 MDT</p>	<p>In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: </p> <p>By: _____ BDAE70278CB84E5... Effective Date: 8/22/2023 15:50 MDT</p>

TABLE OF CONTENTS

1.	PARTIES	2
2.	TERM AND EFFECTIVE DATE	2
3.	DEFINITIONS.....	3
4.	STATEMENT OF WORK	6
5.	PAYMENTS TO CONTRACTOR	6
6.	REPORTING - NOTIFICATION.....	8
7.	CONTRACTOR RECORDS	9
8.	CONFIDENTIAL INFORMATION-STATE RECORDS	10
9.	CONFLICTS OF INTEREST.....	12
10.	INSURANCE.....	13
11.	BREACH OF CONTRACT.....	14
12.	REMEDIES.....	15
13.	DISPUTE RESOLUTION	17
14.	NOTICES AND REPRESENTATIVES	17
15.	RIGHTS IN WORK PRODUCT AND OTHER INFORMATION	18
16.	GENERAL PROVISIONS	20
17.	COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)	24
18.	ADDITIONAL TERMS	26
	EXHIBIT A, HIPAA BUSINESS ASSOCIATES ADDENDUM	1
	EXHIBIT B, STATEMENT OF WORK.....	1
	EXHIBIT C, RATES	1
	EXHIBIT D, TERMINOLOGY	1
	EXHIBIT E, CONTRACTOR’S ADMINISTRATIVE REQUIREMENTS	1
	EXHIBIT F, SAMPLE OPTION LETTER	1
	EXHIBIT G, FEDERAL PROVISIONS	1
	EXHIBIT H, PII CERTIFICATION.....	1
	EXHIBIT I, SUBSTANCE USE DATA	1
	EXHIBIT J, DELIVERABLES PAYMENTS.....	1
	EXHIBIT K, INFORMATION TECHNOLOGY PROVISIONS.....	1

1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State’s Option

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

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§14**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may

terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for Breach of Contract by Contractor, which shall be governed by **§11**.

i. **Method and Content**

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

ii. **Obligations and Rights**

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

iii. **Payments**

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

3. **DEFINITIONS**

The following terms shall be construed and interpreted as follows:

- A. **"Breach of Contract"** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **"Business Day"** means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1), C.R.S.
- C. **"Chief Procurement Officer"** means the individual to whom the Executive Director has delegated his or her authority, pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the State.
- D. **"Contract"** means this agreement, including all attached Exhibits, all documents

incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

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

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

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

independently developed without reliance on any State Confidential Information.

- W. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- X. **“State Fiscal Year (SFY)”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Y. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- Z. **“Subcontractor”** means any third party engaged by Contractor to aid in performance of the Work.
- AA. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to, all information defined as federal tax information in Internal Revenue Service Publication 1075.
- BB. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- CC. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

- A. Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit B, and Exhibit E. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.
- B. The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this contract. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

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

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

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

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

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

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision-making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 Business Days after being served, notify the State of such action, to the extent not precluded by law, and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page of this Contract.

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

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

reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds. The Parties acknowledge that Contractor's offshore resources may access Contractor's billing records system, which billing records system does not and shall not contain any confidential information, PHI, or PII related to Work performed for the State.

D. SOC 1 Type II Annual Report

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

7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency in its discretion, may monitor Contractor's performance of its

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

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Contractor shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information, provided that Contractor may retain a copy of State Records, which shall exclude any and all State Confidential information, received, developed, or otherwise relating to this Contract in order to comply with its contractual obligations and professional standards established by the Association of International Certified Public Accountants (AICPA).

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. If it is established that Contractor and its Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may request modifications to this plan in its sole discretion, and Contractor shall make all modifications to the plan which are necessary to reduce the risk of incurring a similar type of Incident. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit of systems. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

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

F. Safeguarding PII

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

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

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

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

10. INSURANCE

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

A. Workers' Compensation

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

B. General Liability

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

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

C. Automobile Liability

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

D. Professional Liability Insurance, including Cyber Liability

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

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

E. Crime Insurance

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

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

F. Additional Insured

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

G. Primacy of Coverage

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

H. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §14 within seven days of Contractor's receipt of such notice.

I. Subrogation Waiver

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

J. Public Entities

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

K. Certificates

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

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach of Contract

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

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall

be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E**.

c. **Damages and Withholding**

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. **Remedies Not Involving Termination**

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

a. **Suspend Performance**

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

b. **Withhold Payment**

Withhold payment to Contractor until Contractor corrects its Work.

c. **Deny Payment**

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

d. **Removal**

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

e. **Intellectual Property**

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

B. Contractor's Remedies

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

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of C.R.S. §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page of this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page of this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the

address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

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

ii. Patents

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

iii. Assignments and Assistance

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

intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, all State Records, documents, text, software (including source code), facilities, network, hardware, systems, research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, "State Materials") . Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State. Contractor shall have the right to retain for its files copies of the Work Product and all information necessary, excluding any and all State Confidential Information, to comply with its contractual obligations and professional standards established by the AICPA.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all Contractor Materials owned or licensed to Contractor, either pre-existing this Contract or created, acquired or licensed outside this Contract, including any modification, enhancements, improvements, or derivative works created outside of this Contract. Such Contractor Materials shall include, but are not limited to, all software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable. Contractor Materials shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement. If not otherwise provided in a State approved license agreement, if and to the extent that any Contractor Materials is contained in any of the Work Product, Contractor hereby grants the State, under Contractor's intellectual property rights, a license in such Contractor Materials, in 15.A. Notwithstanding anything herein or in the Contract which may be construed to the contrary, the State agrees that nothing in this Contract shall prevent Contractor from using any generalized knowledge, experience, know-how, or any of the ideas, concepts, methodologies, tools, or techniques derived from or discovered during the provision of the Services performed under the Contract that are not unique to the State (collectively, "Residual Knowledge") to perform similar services and develop similar work product, results, or technology as that performed and developed under the Contract.

D. License by the State

The State grants Contractor a perpetual non-exclusive, irrevocable, royalty-free, world-wide license to use, copy, execute, perform, modify, display, distribute, and transmit

Work Product developed under this Contract, and to prepare derivative works of Work Product developed under this Contract, and to authorize others to do the same on Contractor's behalf, for other government entities. Contractor shall not charge a development, licensing, or user fee to any state, federal, or local government entity when distributing copies of, and transferring or sublicensing rights to, the Work Product to such entity.

16. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

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

C. Binding Effect

Except as otherwise provided in **§16.A.**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

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

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

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

K. External Terms and Conditions

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

L. Severability

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

M. Survival of Certain Contract Terms

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

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-

730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

O. Third Party Beneficiaries

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

P. Waiver

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

Q. CORA Disclosure

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

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations

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

T. Indemnification

i. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including

attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any negligent and willful act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

ii. Confidential Information Indemnification

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

iii. Intellectual Property Indemnification

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

iv. The indemnity provided for in this §16.T shall not apply to any fault attributable to the State.

v. Accessibility Indemnification

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

U. Accessibility

i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*,

C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the Governor's Office Of Information Technology (OIT), pursuant to Section §24-85-103(2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

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

V. **Additional Provisions**

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

W. **Cooperative Agreement**

In accordance with Section 24-110-201, C.R.S., this agreement is established as a cooperative purchasing agreement available for use by the State Agency issuing this agreement and other State and local Agencies and Political Subdivisions, including, but not limited to, city and county government entities, public utilities, public schools districts, and State Institutions of Higher Education, under the terms, conditions and rates set forth in the cooperative purchasing agreement. Each agency or entity ordering goods or services under the cooperative purchasing agreement will be responsible for all costs and expenses incurred in connection with its orders, and shall, as necessary, establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom, make its own payments, issue its own tax exemption certificates as requested, and resolve any disputes arising from any such order.

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

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

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

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

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

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

C. **GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the

Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal

copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

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

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

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

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

18. ADDITIONAL TERMS

A. Limitation of Liability

The liability of Contractor, its Subcontractors, and their respective personnel to the State for any claims, liabilities, or damages relating to this Contract shall be limited to damages, including but not limited to direct losses, consequential, special, indirect, incidental, punitive or exemplary loss, to the extent lawful, not to exceed three times the Amount payable by the State over the preceding 12 months, provided that in no circumstance shall the maximum liability of Contractor equal less than the maximum amount payable during State Fiscal Year 2024 as shown on the Cover Page and provided that the provisions of this paragraph apply only in excess of the insurance

coverage included in this Contract at Section 10. No limitation on Contractor's liability to the State under this Section shall limit or affect:

1. Contractor's indemnification obligations under this Contract.
2. Claims or damages arising out of bodily injury, including death, or damage to tangible property of the State.
3. Claims or damages resulting from the recklessness, bad faith, or intentional misconduct of Contractor or its Subcontractors.
4. Contractor's liability relating to the disclosure of confidential information or data loss.

The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rules, regulations, or tort (including, but not limited to, negligence) or otherwise and shall survive this Contract's termination or expiration. The Parties acknowledge, however, that nothing herein shall prevent the State from pursuing an action, damage, claim, liability, cost, expense, or loss up to the actual amount of damages subject to the limitation on Contractor's liability described in this Section.

B. Force Majeure

Neither party shall be liable for failure to fulfill its obligations under this Agreement if that failure is caused, directly or indirectly, by flood, extreme weather, fire, mud slide, earthquake, or other natural calamity or act of God, interruption in water, electricity, heating or air conditioning (depending on the season), acts of terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental agencies, epidemics, quarantines, embargoes, malicious acts of third parties, labor disputes affecting vendors or subcontractors and for which the party claiming force majeure is not responsible, or any other similar cause beyond the reasonable control of that party.

C. Use of Technologies

Contractor's technologies, software productivity tools and certain technology infrastructure and, necessarily, the State's confidential information, may be hosted in cloud environments operated by Contractor Resources, notwithstanding other requirements of this contract. In addition, Contractor may license certain proprietary and third-party software tools ("Enabling Tools") for use by the State to facilitate the Services. All other use is prohibited. The State may not redistribute, reproduce (except as necessary to run), modify, commercialize, allow third parties to access (unless authorized by Contractor in writing), or reverse engineer or decompile (except where such rights cannot be limited by applicable law) Enabling Tools. Enabling Tools are not intended to be used as a system of record, repository, or hosting service, and the State's access to the Deliverables and other documents will be removed from the Enabling Tools within a reasonable period of time following the conclusion of the engagement to which they relate. The State shall download such Deliverables and

documents for its records. The State acknowledges that use of Enabling Tools may be used notwithstanding other requirements of this Contract.

D. Changes and Adjustment Events

i. The Parties acknowledge and agree that the occurrence of any of the following events (each, an “Adjustment Event”) may require an extension in the schedule, modification of the scope of the Services, and/or increase in the fees and expenses set forth in the Contract: (a) a failure by the State and/or the State’s third-party contractors to perform any of the State or the State’s third-party contractors’ respective responsibilities in a timely manner, including the supply to Contractor of third-party materials or adequate resources and information; or (b) the State’s failure to timely obtain all of the consents, permits, licenses, and other approvals necessary for Contractor to provide the Services. In the event an Adjustment Event occurs or the Parties agree to change the Statement of Work, the Parties agree to amend the Contract, if necessary, to reflect such change.

ii. Notwithstanding Section 18.D.i above, if any delays or deficiencies in the Services, or with respect to the Deliverables, occur as a result of an Adjustment Event, the scheduled completion date under the Contract for the affected Services and/or Deliverables shall be extended to the extent of any such delays or deficiencies, and Contractor shall not incur any liability to the State as a result of such delays or deficiencies.

EXHIBIT A, HIPAA BUSINESS ASSOCIATES ADDENDUM

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

1. PURPOSE

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

2. DEFINITIONS

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

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

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

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

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

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

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

c. Impermissible Uses and Disclosures.

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

d. Business Associate's Subcontractors.

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

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

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

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

- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.
- n. Reporting of Improper Use or Disclosure and Notification of Breach.
- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.
 - ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
 - iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.
 - iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.
- o. Business Associate's Insurance and Notification Costs.
- i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
 - A. loss of PHI data;
 - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
 - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
 - ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
 - iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
 - iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

p. Subcontractors and Breaches.

- i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.
- ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

q. Data Ownership.

- i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
 - ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.
- r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5 below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

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

5. TERMINATION

a. Breach.

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

b. Effect of Termination.

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

6. INJUNCTIVE RELIEF

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

7. LIMITATION OF LIABILITY

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

8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes.

Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. CERTIFICATION

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

10. AMENDMENT

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

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

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

12. INTERPRETATION AND ORDER OF PRECEDENCE

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

13. SURVIVAL

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

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

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

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

1. PURPOSE

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

2. ADDITIONAL TERMS

- a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
 - i. Reserved.
- b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
 - i. Reserved.
- c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:
 - ii. Reserved.
- d. Definition of Receipt of PHI. Business Associate's receipt of PHI under this Contract shall be deemed to occur, and Business Associate's obligations under the Agreement shall commence, as follows:
 - i. Reserved.
- e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate's use and disclosure of PHI under the Contract:
 - i. Reserved.
- f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:
 - i. Reserved.

EXHIBIT B, STATEMENT OF WORK

1. BACKGROUND INFORMATION AND VISION

1.1. Accountable Care Collaborative (ACC)

- 1.1.1. The Accountable Care Collaborative (ACC) is the primary vehicle for delivering health care to Health First Colorado Members. The ACC differs from a capitated managed care program by blending capitated behavioral health services with a managed Fee-for-Service physical health program. Health First Colorado divided the State of Colorado into seven geographic regions for the ACC. Each region is served by one Regional Accountable Entity (RAE). Primary Care Medical Providers (PCMPs) are a core component of the ACC model. The General Assembly has authorized the Department to establish alternative payment and delivery models within Health First Colorado. The Department has also undertaken initiatives to move towards value-based payments by designing two Alternative Payment Models (APMs) for primary care and a bundled payments methodology for perinatal care.
- 1.1.2. The first APM model, APM 1, uses a modification of rates for traditional Fee-for Service payments with the rate change based on performance in quality measures and a redistribution of funds from lower performers to higher performers. APM 1 pays qualifying PCMPs in the ACC higher primary care payments for meeting selected structural or performance measures.
- 1.1.3. The second model, APM 2, sends Providers a monthly advance Per Member Per Month payment (PMPM) for the services expected to be provided, to give more financial flexibility to PCMPs that are more experienced in advanced primary care. APM 2 is currently voluntary. APM 2 also includes retrospective upside-only gainsharing for managing Members who have one or more of 13 different chronic condition episodes of care with benchmark prices calculated for each episode.
- 1.1.3.1. As it stands currently, APM 2 does not differentiate between adult and pediatric medicine. Through this Contract, the Department requests that Contractor design and implement a value-based payment model in Contractor's Technology Solution for primary care that specifically meets the needs of children.

1.2. Value-Based Maternity Care

- 1.2.1. In November 2020, the Department implemented a maternity bundled payment program with the goal of improving the cost and quality of perinatal care. This maternity bundled payment program model retrospectively compares actual expenditures to prospectively calculated benchmarks and distributes any shared savings to the principal accountable obstetrics Provider.
- 1.2.2. Currently, the maternity bundled payment program is voluntary for Providers and the maternity bundled payment program is up-side risk only, which means the Provider can earn shared savings if the Provider meets annual program goals but will not be penalized if the Provider does not meet the annual program goals.
- 1.2.3. In response to maternity advocates in the State of Colorado and decisions from the Colorado Joint Budget Committee, the Department has decided to work towards implementing a New Maternity APM Program in Contractor's Technology Solution in a collaborative effort with Stakeholders.

1.3. Purpose for the following Statement of Work

- 1.3.1. There is an opportunity to build upon existing momentum in the value-based payments space in Colorado and move closer to a more holistic value-based system of health care in Health First Colorado that meets the needs of more Members and a wider variety of Members across the continuum of health care. With an appropriation from the Colorado legislature, the Department has received funding to assist in moving value-based payments from a start-up environment to a more established system of payments. The funding in this Contract goes towards establishing new and building upon existing APMs and building a system that brings value-based payment data into a comprehensive technical solution that can be scaled up to meet rising demand for these programs and deliver consistent performance feedback to Providers. Once implemented in Contractor's Technology Solution, the funding will continue to assist in the operation of each value-based payment program utilizing Contractor's Technology Solution.
 - 1.3.1.1. Contractor's Technology Solution will be compliant with Centers for Medicare and Medicaid Services (CMS) Conditions for Enhanced Funding (CEF) and CMS Standards and Conditions. To demonstrate compliance, Contractor shall use the Streamlined Modular Certification (SMC) methodology for designing, developing, and implementing the APM 2 Program within Contractor's Technology Solution. Additional Projects implemented in Contractor's Technology Solution are considered enhancements to Contractor's Technology Solution and will not need a comprehensive certification process to receive enhanced funding unless specifically requested by CMS. Instead, these enhancements will need to demonstrate that the enhancements meet the objectives of the Project, as provided in this Contract and Advanced Planning Documents submitted to CMS.
- 1.3.2. Contractor's implementation of Projects defined under this Contract are expected to include the following steps that closely track to the CMS CEF: development within Contractor's Technology Solution, which includes the traditional steps of gathering system and business requirements (including gathering system and business requirements directly from Stakeholders and Providers through various engagement strategies); system development and testing; stabilization and initial release phase that occurs prior to a formal implementation to verify system and business requirements are meeting the Department's, Stakeholders', and Providers' business needs with the opportunity to make corrections as necessary; a Go-Live Date and phase that indicates Contractor's Technology Solution is ready to transition into formal Operations stage; and an Operations Phase with the option for enhancements to Contractor's Technology Solution as the Project needs modifications over the remaining Term of the Contract.
 - 1.3.2.1. The Department expects significant and active engagement from Stakeholders and Providers to implement Projects defined under this Contract. Therefore, the Department has specified a considerable amount of Stakeholder and Provider engagement under the Contract. The Department considers this work to be necessary to properly gather system and business requirements to implement Projects within Contractor's Technology Solution and to make enhancements once the Project is in Operations. The Department expects Contractor to actively and successfully engage in these system and business requirements Stakeholder engagement activities.

2. GENERAL REQUIREMENTS

- 2.1. Unless otherwise specified, references to “Section” in this Exhibit B refer to sections within Exhibit B.
- 2.2. Contractor shall work with the Department’s contract manager or designee on Contract monitoring of Contract responsibilities and performance standards throughout the Term of this Contract to ensure Contract requirements are met.
- 2.3. The Parties intend that each Deliverable shall contain: Contractor’s tasks, obligations, and responsibilities; be approved by the Department; and those Deliverables’ identified tasks, obligations, and responsibilities shall be incorporated into this Contract.
- 2.4. Contractor shall communicate directly, regularly, and in a transparent manner with the Department during the Term of this Contract.
- 2.5. Contractor shall meet or exceed all operations quality standards as set forth in the Service Level Agreements (SLAs) identified in this Contract throughout the Term of this Contract.
- 2.6. General Requirements for Meetings
 - 2.6.1. If directed by the Department, Contractor shall create and submit to the Department for review and approval:
 - 2.6.1.1. The processes Contractor will use to maintain Meeting Minutes.
 - 2.6.1.2. The processes Contractor will use to maintain Meeting Records.
 - 2.6.1.3. All documents and processes to support the System Development Life Cycle (SDLC).
 - 2.6.1.4. Any other documents related to the scheduled meetings.
 - 2.6.2. Contractor shall create and deliver all Meeting Agendas to the Department and all other meeting attendees.
 - 2.6.2.1. DELIVERABLE: Meeting Agenda
 - 2.6.2.2. DUE: At least 24 hours before the meeting is scheduled to begin
 - 2.6.3. Contractor shall take Meeting Minutes and retain Meeting Records for all meetings Contractor has with the Department or the Department’s contractors, Medicaid Providers, or Department-identified Stakeholders. Contractor shall create and maintain a Project Repository (see Sections 3.1.4 through 3.1.4.3) in which all Meeting Minutes and Meeting Records are stored.
 - 2.6.3.1. DELIVERABLE: Meeting Minutes and Meeting Records
 - 2.6.3.2. DUE: No later than the 5:00 p.m. Mountain Standard Time or Mountain Daylight Time, as applicable, on the Business Day after the meeting occurs
 - 2.6.4. Contractor shall implement or otherwise perform all tasks, obligations, and responsibilities set forth in all Meeting Minutes and Meeting Records.
- 2.7. As-Needed Meetings
 - 2.7.1. As requested by the Department, Contractor and the Department shall meet as needed (As-Needed Meetings).
 - 2.7.2. As-Needed Meetings shall be conducted as approved in advance by the Department.

- 2.7.2.1. The Department will provide to Contractor Google access if and as needed, or another platform in the Department's sole discretion, to facilitate virtual meetings and for other purposes as agreed upon by the Parties.
- 2.7.2.2. The Parties shall hold meetings, including in person or virtual meetings, at times and locations agreed upon by the Parties.
- 2.7.3. Contractor shall ensure that Contractor's staff who attend the As-Needed Meetings have the authority to represent and make decisions on behalf of Contractor with respect to Project issues such as work planning, problem resolution, and Project and program development.
- 2.8. Project Status Meetings
 - 2.8.1. Contractor shall attend, facilitate, and participate, as directed by the Department, in all Project Status Meetings with the Department, Medicaid Enterprise Solution (MES) Vendors, or any combination thereof.
 - 2.8.2. Contractor shall provide guidance and advice to participants in the Project Status Meetings regarding the enforcement of Department-defined MES Standards.
- 2.9. Requirements for Data On-Boarding
 - 2.9.1. Contractor shall create a Data Exchange Document.
 - 2.9.1.1. The Data Exchange Document shall, at a minimum, include all of the following:
 - 2.9.1.1.1. Processes for ingesting claims data, Provider data, and eligibility data into Contractor's Technology Solution, which claims data shall include a minimum of seven years of historical claims data. Claims data, Provider data, and eligibility data will be provided to Contractor by the Department. As agreed upon by the Parties, claims data, Provider data, and eligibility data may be provided weekly to Contractor.
 - 2.9.1.1.2. Processes for ingesting All-Payer Claims data into Contractor's Technology Solution from the Center for Improving Value in Health Care (CIVHC). All-Payer Claims data will be provided to Contractor by the Department. As agreed upon by the Parties, All-Payer Claims data may be provided quarterly or annually to Contractor.
 - 2.9.1.1.3. Processes for ingesting Social Determinants of Health (SDoH) data. SDoH data will be provided to Contractor by the Department. See Exhibit D, Section 1.1.104 regarding the definition, responsibilities, and scope of SDoH data. As agreed upon by the Parties, SDoH data may be provided quarterly or annually to Contractor.
 - 2.9.1.1.4. Processes for ingesting specific clinical data to support program design and use case from the community Health Information Exchanges (HIEs) in Colorado, including Contexture and Quality Health Network (QHN). Clinical data from the HIEs will be provided to Contractor by the Department. As agreed upon by the Parties, clinical data from the HIEs may be provided weekly to the Contractor. The Department will facilitate conversations with the HIEs, in the Department's sole discretion, for the purposes of obtaining information and/or data related to data exchange and messaging.
 - 2.9.1.1.5. Processes for conducting data quality checks.
 - 2.9.1.1.6. A schedule for updating the frequency of data updates necessary to support up-to-date information documented in the Data Exchange Document.
 - 2.9.1.2. DELIVERABLE: Data Exchange Document

- 2.9.1.3. DUE: As identified in the Project Schedule
- 2.9.2. Contractor shall have data quality analyses completed in partnership with the Department on, at a minimum, a quarterly basis, as identified by the Department.
 - 2.9.2.1. Based on the data analysis and quality checks performed in partnership with the Department, Contractor shall create a Data Quality Report.
 - 2.9.2.1.1. The Data Quality Report shall include, at a minimum, all of the following:
 - 2.9.2.1.1.1. Quality analyses on, at a minimum, the following areas of data:
 - 2.9.2.1.1.1.1. Provider data.
 - 2.9.2.1.1.1.2. Claims data.
 - 2.9.2.1.1.1.3. Eligibility data.
 - 2.9.2.1.1.1.4. Pharmacy data.
 - 2.9.2.1.1.1.5. Demographics of Members.
 - 2.9.2.1.1.1.6. SDoH data.
 - 2.9.2.1.1.1.7. Clinical data.
 - 2.9.2.1.1.2. Required metrics shall include, at a minimum, all of the following:
 - 2.9.2.1.1.2.1. Record check sums.
 - 2.9.2.1.1.2.2. Formatting issues.
 - 2.9.2.1.1.2.3. Missing or blank fields.
 - 2.9.2.1.1.2.4. Expected values issues.
 - 2.9.2.1.1.2.5. Hard-coded fields.
 - 2.9.2.1.2. DELIVERABLE: Data Quality Report
 - 2.9.2.1.3. DUE: On a quarterly basis or as otherwise identified in the Project Schedule
- 2.10. Independent Auditor
 - 2.10.1. Contractor shall pay for an independent auditor to conduct an annual audit of Contractor's Technology Solution utilizing a current version of the Statement on Standards for Attestation Engagements (SSAE), System and Organization Controls (SOC) 1, Type II. The SOC 1, Type II audit shall address Work performed by Contractor at Contractor's facility and data center suites.
 - 2.10.1.1. Contractor shall develop an initial draft scope of the SOC 1, Type II audit, and the Department will review with Contractor and approve the scope of the SOC 1, Type II audit prior to commencement of review activities by the independent auditor.
 - 2.10.1.1.1. DELIVERABLE: Initial Draft Scope of the SOC 1, Type II Audit
 - 2.10.1.1.2. DUE: As identified in the Project Schedule
 - 2.10.1.2. Review of the scope of SOC 1, Type II audits by the Parties shall include consideration of prior SOC 1, Type II audits to determine if past findings have been addressed.

- 2.10.1.3. Contractor shall be responsible for facilitating meetings between Contractor and the Department to determine the scope of SOC 1, Type II audits. At a minimum, the following topics shall be addressed during this meeting:
 - 2.10.1.3.1. The process to be used by Contractor and independent auditor to develop, document, and implement the objectives of the SOC 1, Type II audit.
 - 2.10.1.3.2. Guidelines Contractor and the independent auditor will follow in communicating audit-related opinions to the Department.
 - 2.10.1.3.3. Any changes to the control environment that may impact the SOC 1, Type II audit.
- 2.10.1.4. Contractor shall submit the SOC 1, Type II audit reports to the Department along with the following supplemental documentation:
 - 2.10.1.4.1. Contractor's responses to the independent auditor's findings.
 - 2.10.1.4.2. A SOC 1, Type II Report Action Plan detailing how Contractor will address and resolve all findings in the SOC 1, Type II report and the timeline for addressing each finding. The SOC Report Action Plan shall be subject to Department review and approval.
- 2.10.1.5. Contractor shall address and resolve all findings in the SOC 1, Type II report, and provide monthly updates in the Monthly Contract Management Report until the Department agrees that Contractor has demonstrated that all findings have been properly addressed and resolved.
- 2.10.1.6. Contractor Approach: Contractor shall pay an independent auditor to perform a SOC 1, Type II audit annually. Contractor shall deliver the report to the Department.
 - 2.10.1.6.1. Contractor shall submit responses to the auditor's findings and a SOC 1, Type II Report Action Plan to the Department for review and approval.
 - 2.10.1.6.2. Contractor shall address and resolve findings in the SOC 1, Type II report and provide monthly updates in the Monthly Contract Management Report until the Department agrees that Contractor has demonstrated that all findings have been properly addressed and resolved.
 - 2.10.1.6.3. DELIVERABLE: SOC 1, Type II Report
 - 2.10.1.6.4. DUE: Annually, as identified in the Project Schedule
 - 2.10.1.6.5. DELIVERABLE: Contractor's Responses to Findings, SOC 1, Type II Report Action Plan, and SOC 1, Type II report and provide monthly updates in the Monthly Contract Management Report until the Department agrees that Contractor has demonstrated that all findings have been properly addressed and resolved.
- 2.11. Third-Party Privacy, Security Audits, and Assessments
 - 2.11.1. Contractor shall pay for a third-party to perform an annual audit or assessment of Contractor's privacy and security control environment.
 - 2.11.2. Contractor shall utilize one of the three identified third-party audits/assessments, identified in order of priority:
 - 2.11.2.1. HITRUST Risk-Based, 2-Year (r2) Validated Assessment + Certification.

- 2.11.2.2. SOC 2, Type II Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy.
- 2.11.2.3. HITRUST Implemented, 1-Year (i1) Validated Assessment + Certification.
- 2.11.3. In the absence of one of the recommended audit/assessment types, Contractor may propose an equivalent audit/assessment for Department review.
- 2.11.4. Contractor shall submit Contractor's Department-approved audit/assessment report to the Department along with the following supplemental documentation:
 - 2.11.4.1. A Corrective Action Plan (CAP), Plan of Action and Milestones (POA&M), or other similar document detailing how Contractor will address and resolve all findings in the audit/assessment report and the timeline for addressing each finding.
 - 2.11.4.1.1. DELIVERABLE: Audit/Assessment Report
 - 2.11.4.1.2. DUE: Annually, as identified in the Project Schedule

3. PROJECT AND CONTRACT MANAGEMENT

3.1. General Requirements

- 3.1.1. Contractor shall work with the Department to receive access to the Department's existing and necessary enterprise-level Project Management plans, processes, standards, and templates.
- 3.1.2. The Department will designate executive oversight and a project lead to this effort to serve as main points of contact for Contractor.
- 3.1.3. Contractor shall comply with all Department standards, protocols, and Work-specific procedures, which the Department will communicate to Contractor with respect to all Project Management activities conducted or undertaken under this Contract.
- 3.1.4. Contractor shall work with the Department for purposes of Contractor establishing the Project Repository.
 - 3.1.4.1. Contractor shall define the file structure within the Project Repository to use for all Project documents and Project Artifacts.
 - 3.1.4.2. All Project documents, including draft documents and Work Products, and Project Artifacts shall be saved in the Project Repository.
 - 3.1.4.3. Contractor shall provide access to approved Department Users, as defined by the Department and communicated to Contractor, to the Project Repository on demand.

3.2. Development, Stabilization, and Initial Release of Contractor's Technology Solution

3.2.1. Master Project Management Plan

- 3.2.1.1. Contractor shall create and maintain a Master Project Management Plan.
 - 3.2.1.1.1. The Master Project Management Plan shall contain, at minimum, all of the following Deliverables:
 - 3.2.1.1.1.1. Project Schedule.
 - 3.2.1.1.1.2. Schedule Development and Maintenance Procedures.
 - 3.2.1.1.1.3. Deliverable Management Tracking.
 - 3.2.1.1.1.4. Communications Management Plan.

- 3.2.1.1.1.5. Documentation Management Plan.
- 3.2.1.1.1.6. Resource Management Plan and Organizational Structure.
- 3.2.1.1.1.7. Risk and Issue Management Plan.
- 3.2.1.1.1.8. Scope and Change Management Plan.
- 3.2.1.2. All Deliverables that are included in the Master Project Management Plan and identified in Section 3.2.1.1.1 are set forth in detail below within this Section 3.2.
- 3.2.1.3. Contractor shall incorporate industry standards and best practices, according to the Project Management Body of Knowledge (PMBOK) standards.
- 3.2.1.4. Contractor shall deliver the Master Project Management Plan to the Department for review and approval. Notwithstanding any other provision in this Contract, Contractor shall not use any part, document, or Deliverable of the Master Project Management Plan prior to the Department's approval of that part, document, or Deliverable, unless the Department has provided its contingent approval of any part, document, or Deliverable of the Master Project Management Plan. To support the initial Project Management Plan, Department Staff, as designated by the Department, will be available to Contractor. All meetings regarding the Master Project Management Plan between Contractor and Department Staff will be scheduled on dates and times agreed upon by Contractor and the Department Staff.
- 3.2.1.4.1. DELIVERABLE: Master Project Management Plan
- 3.2.1.4.2. DUE: No later than 30 days after the Effective Date
- 3.2.2. Project Schedule
- 3.2.2.1. Contractor shall develop a Project Schedule for the purpose of identifying and tracking tasks and activities.
- 3.2.2.1.1. The Project Schedule shall include all of the following:
 - 3.2.2.1.1.1. The identification of all tasks included in the Work set forth in the Contract for which Contractor is responsible, including tasks to be performed by Subcontractors.
 - 3.2.2.1.1.2. The identification of all tasks included in the Work set forth in the Contract for which the Department is responsible.
 - 3.2.2.1.1.3. A portfolio-level schedule that includes all Project tasks and activities.
 - 3.2.2.1.1.4. Baseline schedule dates.
 - 3.2.2.1.1.5. Anticipated Deliverable due dates.
 - 3.2.2.1.1.6. Anticipated Milestone completion dates.
- 3.2.2.1.2. The Project Schedule shall be created and maintained in a software solution that is compatible with Microsoft Project and approved by the Department.
- 3.2.2.1.3. The Project Schedule shall provide information regarding adherence to all schedule guidelines necessary to validate the accuracy of timeframes.
- 3.2.2.1.4. DELIVERABLE: Project Schedule

- 3.2.2.1.5. DUE: At the due date identified for the Master Project Management Plan (see Section 3.2.1.4.2)
- 3.2.2.2. Contractor shall baseline the Project Schedule and re-baseline the Project Schedule as needed, upon review and approval by the Department.
- 3.2.3. Schedule Development and Maintenance Procedures
 - 3.2.3.1. Contractor shall develop Schedule Development and Maintenance Procedures.
 - 3.2.3.1.1. The Schedule Development and Maintenance Procedures shall include, at a minimum, all of the following:
 - 3.2.3.1.1.1. Contractor's approach to complying with the Department's schedule maintenance procedures.
 - 3.2.3.1.2. Contractor shall develop PMBOK-based and PMBOK-compliant Schedule Development and Maintenance Procedures for the development and maintenance of the Project Schedule to be utilized to validate the accuracy and timing of the progress of the Contract.
 - 3.2.3.1.3. Contractor shall develop and publish the Schedule Development and Maintenance Procedures to the Project Repository.
 - 3.2.3.1.4. Contractor shall apply the Department-approved Schedule Development and Maintenance Procedures to assure the proper development and maintenance of the Project Schedule.
 - 3.2.3.1.5. DELIVERABLE: Schedule Development and Maintenance Procedures Document
 - 3.2.3.1.6. DUE: At the due date identified for the Master Project Management Plan (see Section 3.2.1.4.2)
- 3.2.4. Deliverable Management Tracking
 - 3.2.4.1. Contractor shall develop a Deliverable Management Tracking Document to define processes and maintenance procedures for the review and approval of all Contract Deliverables. Contractor shall submit the Deliverable Management Tracking Document to the Department in an electronic format as directed by the Department.
 - 3.2.4.1.1. The Deliverable Management Tracking Document shall include, at a minimum, all of the following:
 - 3.2.4.1.1.1. Contractor's Deliverables management approach and process.
 - 3.2.4.1.1.2. The definition of timely submissions, including review and approval of Contract Deliverables.
 - 3.2.4.1.1.3. Version control and tracking of Deliverables.
 - 3.2.4.1.1.4. Quality assurance.
 - 3.2.4.1.1.5. Department feedback and recommendations coordination process.
 - 3.2.4.1.1.6. The Department's approval and written signoff of Deliverables.
 - 3.2.4.1.1.7. Change control procedures and the identification of changes, as applicable.
 - 3.2.4.1.2. DELIVERABLE: Deliverable Management Tracking Document

- 3.2.4.1.3. DUE: At the due date identified for the Master Project Management Plan (see Section 3.2.1.4.2)
- 3.2.5. Communications Management Plan
 - 3.2.5.1. Contractor shall deliver to the Department a Communications Management Plan.
 - 3.2.5.1.1. At a minimum, the Communications Management Plan shall include all of the following:
 - 3.2.5.1.1.1. Communication Protocols, which shall include all of the following:
 - 3.2.5.1.1.1.1. Approach to communicating with PCMPs.
 - 3.2.5.1.1.1.2. Approach to communicating with Specialty Providers.
 - 3.2.5.1.1.1.3. Approach to communicating with Internal and External Stakeholders, including all of the following:
 - 3.2.5.1.1.1.3.1. Approaches to the identification and approval of information that will be shared with Internal and External Stakeholders.
 - 3.2.5.1.1.1.3.2. Approaches to the identification of Internal and External Stakeholders.
 - 3.2.5.1.1.1.4. Approach to decision management.
 - 3.2.5.1.1.2. With respect to decision management, the strategy for how Contractor shall distribute a decision log to the Department and Stakeholders.
 - 3.2.5.1.1.2.1. The decision log shall track key decisions that may have an impact on the Project that is inclusive of all Communication Protocols, including updates or changes over time.
 - 3.2.5.1.1.2.2. At a minimum, the decision log must include the date, description, rationale, alternatives, expected impact, contributors, and Department approval signature.
 - 3.2.5.1.1.3. An identification of:
 - 3.2.5.1.1.3.1. The Project Stakeholders and the Project Stakeholders' roles, whether the Stakeholders are Internal Stakeholders or External Stakeholders.
 - 3.2.5.1.1.3.2. The frequency and extent of communications between Contractor and the Department and the Department's identified Internal Stakeholders and External Stakeholders.
 - 3.2.5.1.1.4. The method of communications between Contractor and the Department's identified Stakeholders. The Department will support Contractor's Stakeholder outreach and engagement efforts where appropriate (for example, by participating in key virtual Stakeholder meetings and by enabling use of the Department email account for invites, the Department's virtual meeting technology for sessions, and the Department website for any web publications).
 - 3.2.5.1.1.5. A listing of the following individuals within Contractor's organization:
 - 3.2.5.1.1.5.1. The individuals responsible for Contractor's communications, including the identification of valid and after-hour contact information.

- 3.2.5.1.1.6. Approach to maintaining daily contact with the Department during critical transition and operational readiness, as appropriate as determined by the Department.
- 3.2.5.1.1.7. Identification of compliance with PMBOK Body of Knowledge for Communication.
- 3.2.5.1.1.8. Description of Contractor's review and approval process, including the process for facilitating the Department's review of each Deliverable to have a common understanding of purpose and content of documentation prior to final delivery.
- 3.2.5.1.2. DELIVERABLE: Communications Management Plan
- 3.2.5.1.3. DUE: At the due date identified for the Master Project Management Plan (see Section 3.2.1.4.2)
- 3.2.6. Documentation Management Plan
 - 3.2.6.1. Contractor shall develop a Documentation Management Plan.
 - 3.2.6.1.1. The Documentation Management Plan shall include, at a minimum, all of the following:
 - 3.2.6.1.1.1. Approach to support Project continuity.
 - 3.2.6.1.1.2. Retention period for document reference and retrieval, as prescribed in this Contract.
 - 3.2.6.1.1.3. Document management standards, procedures, processes, and tools.
 - 3.2.6.1.2. DELIVERABLE: Documentation Management Plan
 - 3.2.6.1.3. DUE: At the due date identified for the Master Project Management Plan (see Section 3.2.1.4.2)
- 3.2.7. Resource Management Plan and Organizational Structure
 - 3.2.7.1. Contractor shall develop a Resource Management Plan and Organizational Structure.
 - 3.2.7.1.1. The Resource Management Plan and Organizational Structure shall include, at a minimum, all of the following:
 - 3.2.7.1.1.1. Information relating to Contractor's Subcontractors, as set forth in Exhibit E, Sections 2.4.4 through 2.4.4.4.2.
 - 3.2.7.1.1.2. Position descriptions and titles.
 - 3.2.7.1.1.3. Required education, training, licensure, and certification for all identified positions.
 - 3.2.7.1.1.4. Required experience, skills, and knowledge for all identified positions.
 - 3.2.7.1.1.5. Percentage of time each position is allocated to this Contract.
 - 3.2.7.1.1.6. Contractor's process for resource planning and reporting, including current staffing levels and staffing needs for the Work.
 - 3.2.7.1.1.7. The identification of any Personnel vacancies among Key Personnel and Other Personnel.
 - 3.2.7.1.2. DELIVERABLE: Resource Management Plan and Organizational Structure

- 3.2.7.1.3. DUE: At the due date identified for the Master Project Management Plan (see Section 3.2.1.4.2)
- 3.2.8. Risk and Issue Management Plan
 - 3.2.8.1. Contractor shall develop a Risk and Issue Management Plan.
 - 3.2.8.1.1. The Risk and Issue Management Plan shall include, at a minimum, all of the following:
 - 3.2.8.1.1.1. Processes and procedures Contractor uses to identify Risks and Issues.
 - 3.2.8.1.1.2. Processes and procedures Contractor uses to analyze Risks and Issues.
 - 3.2.8.1.1.3. Processes and procedures Contractor uses to mitigate Risks and Issues.
 - 3.2.8.1.1.4. The processes and procedures Contractor uses to manage realized Risks as an Issue.
 - 3.2.8.1.1.5. Processes and procedures Contractor uses to monitor and communicate Risks and Issues to the Department and, as approved, to Department Stakeholders.
 - 3.2.8.1.1.6. The solutions Contractor utilizes to address identified Risks and Issues.
 - 3.2.8.1.1.7. A Risk response plan that shall identify:
 - 3.2.8.1.1.7.1. Risks that should be avoided.
 - 3.2.8.1.1.7.2. Risks that should be transferred.
 - 3.2.8.1.1.7.3. Risks that should be mitigated.
 - 3.2.8.1.1.7.4. Risks that should be accepted.
 - 3.2.8.1.1.8. Descriptions of the Issue resolution for each Issue.
 - 3.2.8.1.2. DELIVERABLE: Risk and Issue Management Plan
 - 3.2.8.1.3. DUE: At the due date identified for the Master Project Management Plan (see Section 3.2.1.4.2)
 - 3.2.8.1.4. The Risk and Issue Management Plan, as may be revised or updated from time to time, shall be in effect for the entire Term of the Contract.
- 3.2.9. Scope and Change Management Plan
 - 3.2.9.1. Contractor shall develop a Scope and Change Management Plan.
 - 3.2.9.1.1. The Scope and Change Management Plan shall include, at a minimum, all of the following:
 - 3.2.9.1.1.1. Change management process, which includes sufficient staffing needed to implement Technology Solution changes in the event of Defects and Department-requested modifications.
 - 3.2.9.1.1.2. A process to communicate recommendations to the Department regarding any changes to the Technology Solution needed to make improvements and efficiencies throughout the Term of the Contract.
 - 3.2.9.1.1.3. A process to update relevant Deliverables.
 - 3.2.9.1.1.4. A process to resolve any inconsistencies in the Deliverables.

- 3.2.9.1.1.5. Approach to confirm Work requirements are clearly defined and managed.
- 3.2.9.1.1.6. Approach to ensure alignment and compliance with and participation in the Department's Priority Change Board (PCB) processes and implement any PCB decisions that impact the Technology Solution.
- 3.2.9.1.1.7. Release notes, which shall include, at a minimum, all of the following:
 - 3.2.9.1.1.7.1. What is being released.
 - 3.2.9.1.1.7.2. Any known issues related to the Technology Solution that will be released.
 - 3.2.9.1.1.7.3. Anything held back from the release.
 - 3.2.9.1.1.7.4. Any special instructions for the release.
 - 3.2.9.1.1.7.5. Any other notes of importance that are germane to the release.
- 3.2.9.1.1.8. Process to monitor, measure, and report scope performance compared to the Project Schedule.
- 3.2.9.1.2. Contractor shall maintain the Scope and Change Management Plan in a searchable format.
- 3.2.9.1.3. Contractor shall participate in Department's PCB processes by attending meetings as requested by the Department for changes that impact the Technology Solution.
- 3.2.9.1.4. DELIVERABLE: Scope and Change Management Plan
- 3.2.9.1.5. DUE: At the due date identified for the Master Project Management Plan (see Section 3.2.1.4.2)

3.3. Additional Deliverables

3.3.1. Configuration Management Plan

- 3.3.1.1. Contractor shall develop a Configuration Management Plan for Contractor's Technology Solution that aligns with standard SDLC processes.
 - 3.3.1.1.1. Contractor's Technology Solution Configuration Management Plan shall include all of the following:
 - 3.3.1.1.1.1. The identification of the participants and roles in the configuration process.
 - 3.3.1.1.1.2. Contractor's Technology Solution configuration processes.
 - 3.3.1.1.1.3. A configuration change document that identifies all changes made each time a change is required.
 - 3.3.1.1.1.4. The identification of when the information contained in the Configuration Management Plan will be implemented.
 - 3.3.1.1.1.5. Contractor shall establish a PCB that aligns with the Department's PCB processes.
 - 3.3.1.1.2. DELIVERABLE: Contractor's Technology Solution Configuration Management Plan
 - 3.3.1.1.3. DUE: As identified in the Project Schedule
 - 3.3.1.1.4. Notwithstanding any provision in this Contract to the contrary, Contractor shall review, update, and submit a Revised Contractor's Technology Solution Configuration Management Plan for Department review and approval at least

annually and before any implementation of a Revised Contractor's Technology Solution Configuration Management Plan. If no changes have occurred, Contractor shall provide a summary report that indicates no changes have occurred.

- 3.3.1.1.4.1. If any change is made to the Contractor's Technology Solution Configuration Management Plan at any time during the applicable fiscal year, Contractor shall submit a Revised Contractor's Technology Solution Configuration Management Plan to the Department for review and approval prior to implementation of the Revised Contractor's Technology Solution Configuration Management Plan.
- 3.3.1.1.4.2. DELIVERABLE: Revised Contractor's Technology Solution Configuration Management Plan
- 3.3.1.1.4.3. DUE: Not later than 10 Business Days after Contractor is aware of the need for a Change; at least 30 days before Contractor's Technology Solution's Go-Live Date; and at least annually by each annual anniversary of Contractor's Technology Solution's Go-Live Date as identified in the Project Schedule
- 3.3.2. Interface Control Documents (ICDs)
 - 3.3.2.1. Contractor shall complete an ICD with the Department's Enterprise Solutions Integrator Contractor, which ICD shall comply with CMS ICD format, which the Department will provide to Contractor, and the Department's MES Governance Plan best practices, for every integration project, with one integration occurring in Design, Development and Implementation (DDI) and any additional integrations occurring as part of the Modification Enhancement Hours (see Section 11), that will be implemented throughout the Term of the Contract.
 - 3.3.2.1.1. At a minimum, each ICD shall include all of the following:
 - 3.3.2.1.1.1. The name and purpose of the interface.
 - 3.3.2.1.1.2. Metrics, including size and frequency.
 - 3.3.2.1.1.3. The definition of data exchange transactions.
 - 3.3.2.1.1.4. Source and Target contact information.
 - 3.3.2.1.1.5. Formatting and valid values.
 - 3.3.2.1.1.6. Application Programming Interface (API), interface, and batch layout.
 - 3.3.2.1.1.7. Data dictionary related to the Integration.
 - 3.3.2.1.1.8. A description of the type of information being transferred.
 - 3.3.2.1.1.9. A description of triggers that initiate communication.
 - 3.3.2.1.1.10. The identification of when the information contained in the ICD will be implemented.
 - 3.3.2.1.2. DELIVERABLE: ICD for Department-Defined Integration
 - 3.3.2.1.3. DUE: As identified in the Project Schedule
 - 3.3.2.1.4. Contractor shall update the ICD for any changes made to the interface for Department review and approval.
 - 3.3.2.1.4.1. DELIVERABLE: Updated ICD

3.3.2.1.4.2. DUE: As identified in the Project Schedule

3.3.3. Data Governance

3.3.3.1. Contractor shall adhere to the Department's MES Governance as defined by the Enterprise Governance Council.

3.3.3.2. Contractor shall adhere to the Department's MES Governance Plan, which is maintained by the Department's Enterprise Solutions Integrator Contractor.

3.3.3.3. Contractor shall participate in, at a minimum, all of the following:

3.3.3.3.1. The Enterprise Governance Council

3.3.3.3.1.1. Contractor shall follow the direction of the Enterprise Governance Council and MES Governance Plan to determine and provide enterprise data management business decisions for all relevant MES Vendors and the Department for inclusion in Contractor's Technology Solution as a module of the MES.

3.3.3.3.1.2. Participation in the Enterprise Governance Council shall include Contractor's responsibility to identify and communicate potential impacts to the Enterprise Solution Integrator Contractor for determination of consideration at the Enterprise Governance Council or referral to the Architecture Review Board (ARB).

3.3.3.3.2. The Architecture Review Board (ARB)

3.3.3.3.2.1. Contractor's participation in the ARB shall include Contractor submitting to the ARB all data model changes, updating definitions/descriptions of data fields, or any other modifications to data that impact Contractor Technology Solution's integration with the MES.

3.3.3.3.3. The MES Priority Change Board (PCB)

3.3.3.3.3.1. Contractor's participation in the MES PCB shall include Contractor submitting to the PCB changes to Contractor's Integration and presenting sufficient information on changes that impact the Technology Solution's integration with the MES Ecosystem to allow ARB voting members the ability to make informed decisions about prioritization.

3.3.3.4. Processes and Procedures

3.3.3.4.1. Contractor shall adhere to Processes and Procedures Documents for the ARB, MES PCB, and Enterprise Governance Council, which are maintained by the Enterprise Solutions Integrator Contractor.

3.3.4. Contract Kickoff Meeting

3.3.4.1. With input from the Department, Contractor shall schedule and facilitate a Contract Kickoff Meeting that includes all of the following:

3.3.4.1.1. Identification and introduction of Key Personnel.

3.3.4.1.2. Identification and introduction of Department leadership.

3.3.4.1.3. Identification and introduction of Department Project team members.

3.3.4.1.4. Identification and introduction of any other relevant and needed persons or organizations.

- 3.3.4.2. Contractor shall develop Contract Kickoff Meeting materials and an agenda that contains, at a minimum, the following:
 - 3.3.4.2.1. A description of all activities, Milestones, and Deliverables necessary for Contractor to be able to complete the Work.
 - 3.3.4.2.2. Initial timelines for starting the Work and creating a description of all Deliverables.
 - 3.3.4.2.3. A discussion of transmission methods and specific Deliverable templates or requirements.
 - 3.3.4.2.4. Any other item required to initiate and ensure Work is started and completed on time.
- 3.3.4.3. DELIVERABLE: Contract Kickoff Meeting
- 3.3.4.4. DUE: Not later than 14 days after the Effective Date
- 3.3.4.5. Contractor shall prepare Contract Kickoff Meeting Minutes.
 - 3.3.4.5.1. DELIVERABLE: Contract Kickoff Meeting Agenda & Materials
 - 3.3.4.5.2. DUE: Not later than three Business Days after the Contract Kickoff Meeting
- 3.3.5. Project Status Reports and Meetings
 - 3.3.5.1. Contractor shall develop Weekly Project Status Reports throughout the Term of the Contract.
 - 3.3.5.1.1. The Weekly Project Status Report shall include, at a minimum, all of the following:
 - 3.3.5.1.1.1. Current work throughout all SDLC phases of the Contract and regarding all terms and conditions of the Contract applicable to the Work.
 - 3.3.5.1.1.2. Status of the Project Schedule against the approved baseline.
 - 3.3.5.1.1.3. Contract performance, including addressing quality, scope, technical, budget, and operations requirements.
 - 3.3.5.1.1.4. Risks, Issues, and Change Requests.
 - 3.3.5.1.1.5. Staffing changes.
 - 3.3.5.1.1.6. Written recommendations to improve Work processes and efficiencies, as identified and observed.
 - 3.3.5.1.1.7. Identification of all Production Incidents.
 - 3.3.5.1.1.8. Communication regarding Stakeholder engagement.
 - 3.3.5.1.1.9. Other pertinent metrics related to the Work.
 - 3.3.5.1.2. DELIVERABLE: Weekly Project Status Report
 - 3.3.5.1.3. DUE: 24 hours prior to each meeting between Contractor and the Department, Sponsor, and invited meeting participants, as defined by the Department, during Operations
 - 3.3.5.2. Contractor shall facilitate Weekly Status Meetings with the Department.
 - 3.3.5.2.1. The Weekly Status Meetings shall be conducted by video conference call, as approved in advance of the Weekly Status Meeting by the Department.

- 3.3.5.2.1.1. Contractor shall ensure that Contractor staff attending the Weekly Status Meetings have the authority to represent and commit Contractor.
- 3.3.5.2.2. Contractor shall address Contractor's most recent and any prior Weekly Project Status Report(s) at the Weekly Status Meetings.
- 3.3.5.3. Contract Management Reporting
 - 3.3.5.3.1. Contractor shall prepare a Monthly Contract Management Report throughout the Term of the Contract.
 - 3.3.5.3.2. The Monthly Contract Management Report shall include all of the following:
 - 3.3.5.3.2.1. A reconciliation of issues, tasks, action items, and activities identified in the current month's Weekly Project Status Reports for the purpose of identifying which issues, tasks, action items, and activities have been completed; how those issues, tasks, action items, and activities were completed; and when those issues, tasks, action items, and activities were completed.
 - 3.3.5.3.2.2. Identification of all Production Incidents that occurred during the month and how those Production Incidents were resolved.
 - 3.3.5.3.2.3. Metrics and measures for the tracking of data errors.
 - 3.3.5.3.2.4. Any Latency issues, reflected on a per-month basis.
 - 3.3.5.3.2.5. Any new items at issue that have not been identified in a Weekly Project Status Report.
 - 3.3.5.3.2.6. Any items on any of the current month's Weekly Project Status Reports that remain outstanding or unresolved.
 - 3.3.5.3.2.7. Activities conducted in the previous month by each functional group or unit within Contractor's Project organization.
 - 3.3.5.3.2.8. The achievement of performance standards during the previous month.
 - 3.3.5.3.2.9. The identification of all performance standards that Contractor did not achieve during the previous month.
 - 3.3.5.3.2.10. All changes Contractor implemented in the previous month.
 - 3.3.5.3.2.11. A projection of which Change Requests will be implemented in upcoming months.
 - 3.3.5.3.2.12. Traceability of actual versus estimated resources, time, and cost associated with each change and each Change Request.
 - 3.3.5.3.2.13. An application-level hardware and software change release plan and schedule.
 - 3.3.5.3.2.14. Information on software updates or changes.
 - 3.3.5.3.2.15. Reporting on all aspects of the Contract that affect:
 - 3.3.5.3.2.15.1. Budget.
 - 3.3.5.3.2.15.2. Schedule.
 - 3.3.5.3.2.15.3. Technology Solution operation and performance scope.
 - 3.3.5.3.2.15.4. Performance quality.

- 3.3.5.3.2.15.5. Risk.
- 3.3.5.3.2.15.6. Issues.
- 3.3.5.3.2.15.7. Change Requests.
- 3.3.5.3.2.15.8. Applicable resources.
- 3.3.5.3.2.16. A description and analysis of Contractor's and any and all of Contractor's Subcontractors' compliance with Contractor's responsibilities and performance standards as set forth in this Contract.
- 3.3.5.3.2.17. Metrics and reports on all SLAs defined in the Contract to show that each SLA has been satisfied in conformity with the SLA requirement.
- 3.3.5.3.2.18. A plan for improvement related to any SLA that is not being met.
- 3.3.5.3.2.19. Software and hardware licenses and certificates descriptions and versions.
- 3.3.5.3.2.20. Whether the Department is compliant and in good standing with the hardware and software license vendor or owner.
- 3.3.5.3.2.21. Any modifications to the Consultative and Technical Support Services.
- 3.3.5.3.2.22. Other activities necessary for the Department to monitor Contractor's performance of the Work.
- 3.3.5.3.3. Contractor shall provide access to the raw data to the Department for purposes of permitting the Department to accurately assess Contractor's work with respect to performance metrics and SLAs.
- 3.3.5.3.4. DELIVERABLE: Monthly Contract Management Report
- 3.3.5.3.5. DUE: Not later than seven Business Days after the end of each calendar month during Operations
- 3.3.5.3.6. The Department reserves the right to request to meet with Contractor to discuss Contractor's Monthly Contract Management Report. Upon the Department's meeting request, the Department and Contractor shall meet on a date and time as identified and directed by the Department.
- 3.3.6. Requirements Management Plan
 - 3.3.6.1. The Contractor shall develop a Requirements Management Plan.
 - 3.3.6.1.1. The Requirements Management Plan shall include, at a minimum, all of the following:
 - 3.3.6.1.1.1. Definition of the process of requirements management.
 - 3.3.6.1.1.2. Description of the process to capture and record functional, business, and technical requirements for the Technology Solution.
 - 3.3.6.1.1.3. Description of the process to communicate, approve, and deliver functional, business, and technical requirements to the Department.
 - 3.3.6.1.1.4. Description of a process to trace requirements throughout the SDLC.
 - 3.3.6.1.1.5. Description of the online tool Contractor will use to develop, store, monitor, and trace requirements through the Term of the Contract.

- 3.3.6.1.1.6. Description of requirement processes Contractor will utilize to manage requirements backlog and requirements traceability.
- 3.3.6.1.2. DELIVERABLE: Requirements Management Plan
- 3.3.6.1.3. DUE: As identified in the Project Schedule
- 3.3.7. Requirements Traceability Matrix
 - 3.3.7.1. Contractor shall provide a Requirements Traceability Matrix (RTM), which includes, at a minimum, all of the following:
 - 3.3.7.1.1. Traceability to the state for each functional, business, and technical requirement throughout the SDLC.
 - 3.3.7.1.2. Maintain a current list of requirements throughout the SDLC.
 - 3.3.7.1.3. Retain historic versions.
 - 3.3.7.1.4. Traceability to all test results to the corresponding functional, business, and technical requirement throughout the SDLC.
 - 3.3.7.1.5. Traceability to Defects and their statuses.
 - 3.3.7.1.6. Traceability to features, product releases, and release approvals.
 - 3.3.7.1.7. Contractor shall maintain the RTM on a frequency defined by the Department.
 - 3.3.7.1.8. DELIVERABLE: Initial RTM
 - 3.3.7.1.9. DUE: As identified in the Project Schedule
 - 3.3.7.2. DELIVERABLE: Updated RTM
 - 3.3.7.3. DUE: Monthly, no later than the 15th day of each month
- 3.3.8. Training Management Plan
 - 3.3.8.1. Contractor shall develop a Training Management Plan for Contractor's Technology Solution's software and services.
 - 3.3.8.1.1. The Training Management Plan shall include, at a minimum, all of the following:
 - 3.3.8.1.1.1. The identification of when the information in the Training Management Plan will be implemented.
 - 3.3.8.1.1.2. Schedule of training, to occur not less than bi-annually, for the Term of the Contract.
 - 3.3.8.1.1.3. Training approach.
 - 3.3.8.1.1.4. Training delivery methodologies, such as face-to-face training, online Instructor-Led Training (ILT), webinar training, or other training.
 - 3.3.8.1.1.5. Process for identifying training needs.
 - 3.3.8.1.1.6. Process for communicating and scheduling training.
 - 3.3.8.1.1.7. Training deployment.
 - 3.3.8.1.2. DELIVERABLE: Training Management Plan
 - 3.3.8.1.3. DUE: As identified in the Project Schedule

3.3.9. Operational Readiness Plan

3.3.9.1. Contractor shall develop an Operational Readiness Plan.

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

3.3.9.1.1.1. Description of operational readiness assessment criteria including, but not limited to:

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

3.3.9.1.1.1.2. Contractor's Technology Solution's readiness in order to Go-Live.

3.3.9.1.1.1.3. Contractor's Technology Solution's maintenance and downtime schedule.

3.3.9.1.1.1.4. Provider onboarding schedules and trainings as identified in the Project Schedule.

3.3.9.1.1.2. Process for conducting a final Operational Readiness Review with the Department and as defined by the Department.

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

3.3.9.1.2. DELIVERABLE: Operational Readiness Plan

3.3.9.1.3. DUE: As identified in the Project Schedule

3.3.10. Final Operational Readiness Assessment Document

3.3.10.1. Contractor shall develop a Final Operational Readiness Assessment Document for the implementation of Contractor's Technology Solution.

3.3.10.1.1. The Final Operational Readiness Assessment Document and any subsequent updates shall include, at a minimum, all of the following:

3.3.10.1.1.1. Test results.

3.3.10.1.1.2. Risk assessment and contingency plan.

3.3.10.1.1.3. Documentation of any known Defects that will be moved to Production as part of the implementation process.

3.3.10.1.1.4. Contractor's communication and outreach process to the Department during the implementation of Contractor's Technology Solution.

3.3.10.1.2. DELIVERABLE: Final Operational Readiness Assessment Document

3.3.10.1.3. DUE: As identified in the Project Schedule

3.3.11. Operational Readiness Review Meetings

3.3.11.1. Contractor shall develop and present to the Department Operational Readiness Review Meetings for the Department's review and approval for the purpose of identifying where Contractor, the Department, and Stakeholders are in relation to implementing a Project, to review each Final Operational Readiness Assessment Document, and for the Department to make Go/No Go decisions.

3.3.11.2. Each Operational Readiness Review Meeting shall consist of Contractor conducting an operational demonstration of Contractor's Technology Solution.

- 3.3.11.3. DELIVERABLE: Operational Readiness Review Meeting
- 3.3.11.4. DUE: As identified in the Project Schedule
- 3.3.12. CMS Certification Implementation Plan
 - 3.3.12.1. Contractor shall create a CMS Certification Implementation Plan related to the DDI of the APM 2 Program within Contractor's Technology Solution related to Section 3.3.16.
 - 3.3.12.1.1. The CMS Certification Implementation Plan shall include, at a minimum, all of the following:
 - 3.3.12.1.1.1. Description of Contractor's Technology Solution's integration and development process that includes the identification of any and all integration of data sources, and which data sources will be provided by the Department the Contractor.
 - 3.3.12.1.1.2. Identification of tasks and activities for transition from DDI into Maintenance and Operations (M&O).
 - 3.3.12.1.1.3. Description of the expectation for Department Staff.
 - 3.3.12.1.1.4. Transition Milestones.
 - 3.3.12.1.1.5. Entrance and exit criteria.
 - 3.3.12.1.1.6. Schedule for transition.
 - 3.3.12.1.1.7. Production program and documentation update procedures during transition.
 - 3.3.12.1.1.8. Parallel test procedure.
 - 3.3.12.1.1.9. Interface testing.
 - 3.3.12.1.1.10. The identification of when the information contained in the CMS Certification Implementation Plan will be implemented.
 - 3.3.12.1.2. DELIVERABLE: CMS Certification Implementation Plan
 - 3.3.12.1.3. DUE: As identified in the Project Schedule
- 3.3.13. Operations and Maintenance Plan
 - 3.3.13.1. Contractor shall develop an Operations and Maintenance Plan that shall be executed during M&O, defined as the period of time after Contractor's Technology Solution goes live into Production through the end of the Term of the Contract.
 - 3.3.13.2. Contractor shall perform operations and maintenance of Contractor's Technology Solution.
 - 3.3.13.3. The Operations and Maintenance Plan shall, at a minimum, address all of the following:
 - 3.3.13.3.1. An Operational Documentation and Guide that shall include, at a minimum, all of the following:
 - 3.3.13.3.1.1. A guide that addresses technology and infrastructure.
 - 3.3.13.3.1.2. A guide that addresses operations and maintenance.
 - 3.3.13.3.1.3. A guide that addresses End User documentation based on each identified End User role.

- 3.3.13.3.1.4. A guide that addresses protocols for Providers being terminated as Health First Colorado Providers when the Provider's access to Contractor's Technology Solution has been revoked.
- 3.3.13.3.1.5. Help Desk Management Plan that includes Help Desk activities support services.
- 3.3.13.3.1.6. Documentation of components and procedures so that Contractor's Technology Solution can be operated by other Users, including the Department or Department's contractors.
- 3.3.13.3.1.7. Contractor's operational tasks, activities, and Workflow.
- 3.3.13.3.1.8. Standard Operating Procedures (SOPs), as applicable.
- 3.3.13.3.1.9. Quality assurance controls to ensure compliance with established Contract standards, such as SOPs, protocols, and best practices.
- 3.3.13.3.1.10. The identification of policies and procedures, ensuring adherence to CMS Documentation Standards and Conditions, which is part of the CMS Standards and Conditions.
- 3.3.13.3.1.11. A tracking process for Production Incidents and Defects.
- 3.3.13.3.1.12. A tracking process for Change Requests.
- 3.3.13.3.1.13. Contractor's approach to communications and Contractor's support procedures.
- 3.3.13.3.1.14. The processes to develop and facilitate a Lessons Learned Report among Contractor, the Department, and any Stakeholders, as identified by the Department.
- 3.3.13.3.1.15. Project successes and failures.
- 3.3.13.3.1.16. Evaluation metrics as approved by the Department.
- 3.3.13.3.1.17. User satisfaction.
- 3.3.13.3.1.18. Ongoing contingencies or problems.
- 3.3.13.3.1.19. Contractor's Technology Solution acceptance procedures.
- 3.3.13.3.1.20. Monitoring of daily performance of Contractor's Technology Solution.
- 3.3.13.3.1.21. Plan for maintaining security on a database, network, and individual Authorized User level, including maintenance of Authorized User accounts.
- 3.3.13.3.1.22. Proposed Contractor staffing model and role and responsibilities for the Maintenance and Operations Phase.
- 3.3.13.3.1.23. Process for submitting operations problem reports to the Department when operational problems occur, including the following information:
 - 3.3.13.3.1.23.1. The nature of the problem.
 - 3.3.13.3.1.23.2. The expected impact of ongoing functions.
 - 3.3.13.3.1.23.3. A plan to correct the problem.
 - 3.3.13.3.1.23.4. The expected time of problem resolution.

- 3.3.13.3.1.24. The identification of the methods by which Contractor shall receive reports of problems, questions, or Technology Solution problems in the Production Environment.
- 3.3.13.3.1.25. The identification of when the information contained in the Operations and Maintenance Plan will be implemented.
- 3.3.13.3.2. DELIVERABLE: Operations and Maintenance Plan
- 3.3.13.3.3. DUE: As identified in the Project Schedule
- 3.3.14. Lessons Learned Report
 - 3.3.14.1. Contractor shall document the results of lessons, as defined in the Department's Lessons Learned Model, to reduce the occurrence of Defects in future work and processes as part of a continuous improvement process.
 - 3.3.14.2. After complying with the Department's Lessons Learned Model, which Department may modify in its sole discretion, Contractor shall facilitate debrief meeting sessions to discuss lessons learned for all Projects and programs included in this Exhibit B and provide a walkthrough of all final documentation and recommendations.
 - 3.3.14.3. Contractor shall create a Lessons Learned Report.
 - 3.3.14.3.1. The Lessons Learned Report shall include all of the requirements set out in the Department's Lessons Learned Model.
 - 3.3.14.3.2. DELIVERABLE: Lessons Learned Report
 - 3.3.14.3.3. DUE: As identified in the Project Schedule
- 3.3.15. Quality Management Plan
 - 3.3.15.1. Contractor shall develop a Quality Management Plan.
 - 3.3.15.1.1. The Quality Management Plan shall include, at a minimum, all of the following:
 - 3.3.15.1.1.1. Methodology/methodologies for maintaining quality Work Products, Project Schedule, Deliverables, and Subcontractor's activities, such as: requirements validation and execution, design and development validation and execution, and test scenario and test case validation and execution.
 - 3.3.15.1.1.2. Quality relating to data integration.
 - 3.3.15.1.1.3. Performance standards development and measurement.
 - 3.3.15.1.1.4. Customer satisfaction measurement and lessons learned analysis.
 - 3.3.15.1.1.5. Operational processes and outcomes.
 - 3.3.15.1.1.6. The identification of when the information contained in the Quality Management Plan will be implemented.
 - 3.3.15.1.2. DELIVERABLE: Quality Management Plan
 - 3.3.15.1.3. DUE: As identified in the Project Schedule
- 3.3.16. APM 2 Program CMS Certification Management Plan
 - 3.3.16.1. Contractor shall develop an APM 2 Program CMS Certification Management Plan.

- 3.3.16.1.1. Contractor shall use the SMC methodology for completing the APM 2 Program CMS Certification Management Plan.
- 3.3.16.1.2. The APM 2 Program Certification Management Plan shall include, at a minimum, all of the following:
 - 3.3.16.1.2.1. An outline of the methodology, tools, timeline, and resources required to manage the CMS Certification process for Contractor's Technology Solution.
 - 3.3.16.1.2.2. A plan to attend all Certification-related meetings, as defined by the Department and communicated to Contractor.
 - 3.3.16.1.2.3. A plan to produce all Certification documentation, as defined by the Department and CMS and communicated to Contractor.
 - 3.3.16.1.2.4. A plan to facilitate a live production demonstration of Contractor's Technology Solution during required CMS Certification review meetings.
 - 3.3.16.1.2.5. A plan to achieve CMS Certification of Contractor's Technology Solution backdated to the Go-Live Date.
- 3.3.16.1.3. Contractor shall provide Contract-related documentation in compliance with CMS's requirements and guidance.
- 3.3.16.1.4. DELIVERABLE: APM 2 Program CMS Certification Management Plan
- 3.3.16.1.5. DUE: As identified in the Project Schedule
- 3.3.17. CMS Certification
 - 3.3.17.1. Contractor shall provide a Technology Solution that is compliant with CEF and CMS Standards and Conditions.
 - 3.3.17.2. Contractor shall ensure that the Technology Solution meets CMS Certification requirements for the maximum allowable Federal Financial Participation (FFP) and complies with CMS Certification requirements on the Go-Live Date. The Department acknowledges that Contractor cannot guarantee any assumed federal matching percentages.
 - 3.3.17.3. Contractor shall work with the Department to support existing Department standards and processes in support of CMS Certification activities for the Technology Solution.
 - 3.3.17.3.1. Contractor's support shall include, but is not limited to, all of the following:
 - 3.3.17.3.1.1. Providing outcomes-based evidence and supporting metrics.
 - 3.3.17.3.1.2. Providing data, reports, and performance information, pursuant to 42 C.F.R. §§ 433.112(b)(15) and 433.116(b), (c), and (i), as applicable.
 - 3.3.17.3.1.3. Providing applicable design documentation.
 - 3.3.17.3.1.4. Providing applicable test results documentation.
 - 3.3.17.3.1.5. Providing plans for organizational change management (e.g., managing Stakeholders and Users, training, Help Desk).
 - 3.3.17.3.1.6. Participating in CMS Certification planning meetings with the Department.
 - 3.3.17.3.1.7. Participating in CMS Certification review meetings with the Department and CMS, as applicable.

- 3.3.17.3.1.8. Facilitating live demonstrations of Technology Solution functionality, as requested by the Department or CMS to support CMS Certification review meetings.
- 3.3.17.3.1.9. Participating in a lessons learned review with the Department after the CMS Certification project is completed.
- 3.3.17.3.2. DELIVERABLE: CMS Certification of the Technology Solution as identified by the Department
- 3.3.17.3.3. DUE: As identified in the Project Schedule
- 3.3.18. Requirements Specifications Document
 - 3.3.18.1. Contractor shall develop a Requirements Specifications Document (RSD).
 - 3.3.18.1.1. The RSD shall include, at a minimum, all of the following:
 - 3.3.18.1.1.1. An architecture overview of how components will be integrated.
 - 3.3.18.1.1.2. Detailed Requirements Specification.
 - 3.3.18.1.1.3. Identification of changes to existing requirements.
 - 3.3.18.1.1.4. Clarifying information associated with requirements, as needed.
 - 3.3.18.1.1.5. Identification of new requirements.
 - 3.3.18.1.1.6. Explanation of how requirements will be met.
 - 3.3.18.1.1.7. Identification of the entity responsible for meeting the requirement.
 - 3.3.18.1.1.8. A logical data model that identifies the entities, relationships, attributes, and access paths.
 - 3.3.18.1.1.9. Description of the hardware/software configuration that will be used to meet the requirement.
 - 3.3.18.1.1.10. The identification of when the information contained in the RSD will be implemented.
 - 3.3.18.1.2. DELIVERABLE: RSD
 - 3.3.18.1.3. DUE: As identified in the Project Schedule
 - 3.3.18.2. Contractor shall plan, communicate, and facilitate an RSD Requirement Review and Validation Session Meeting with the Department to discuss the RSD, applicable policies, and other topics as defined by the Department. At the Department's discretion, multiple RSD Requirement Review and Validation Session Meetings may be required.
 - 3.3.18.2.1. DELIVERABLE: RSD Requirement Review and Validation Session Meeting
 - 3.3.18.2.2. DUE: As directed by the Department
- 3.3.19. Design Specification Document
 - 3.3.19.1. Contractor shall develop a Design Specification Document (DSD).
 - 3.3.19.1.1. The DSD shall include, at a minimum, all of the following:
 - 3.3.19.1.1.1. Process Workflows.
 - 3.3.19.1.1.2. The identification of interfaces.

- 3.3.19.1.1.3. The identification of applicable Project Artifacts.
- 3.3.19.1.1.4. The identification of when the information contained in the DSD will be implemented.
- 3.3.19.1.2. DELIVERABLE: DSD
- 3.3.19.1.3. DUE: As identified in the Project Schedule
- 3.3.20. Business Continuity and Disaster Recovery Plan
 - 3.3.20.1. Contractor shall create a Business Continuity and Disaster Recovery (BC/DR) Plan that Contractor shall follow in order to continue operations after a Disaster or Business Interruption.
 - 3.3.20.1.1. The BC/DR Plan shall include, but is not limited to, all of the following:
 - 3.3.20.1.1.1. How Contractor will replace Contractor's staff that are lost or unavailable during or after a Business Interruption so that the Work is performed in accordance with the Contract.
 - 3.3.20.1.1.2. How Contractor will back-up all information necessary to continue performing the Work, so that no information is lost because of a Business Interruption.
 - 3.3.20.1.1.2.1. The plan shall also include how Contractor will make all information available at its back-up facilities.
 - 3.3.20.1.1.2.2. The plan shall also include how Contractor will ensure no greater than five minutes of Committed Transaction data is lost during a Disaster or Business Interruption.
 - 3.3.20.1.1.3. How Contractor will maintain complete back-up copies of all data, databases, operating programs, files, Technology Solution, and software pertaining to enrollment information at a Department-approved, off-site location.
 - 3.3.20.1.1.4. How Contractor will minimize the effects on Members of any Business Interruption.
 - 3.3.20.1.1.5. How Contractor will communicate with the Department during the Business Interruption and points of contact within Contractor's organization the Department can contact in the event of a Business Interruption.
 - 3.3.20.1.1.6. Planned long-term back-up facilities out of which Contractor can continue operations after a Disaster.
 - 3.3.20.1.1.7. The time period it will take to transition all activities from Contractor's regular facilities to the back-up facilities after a Disaster.
 - 3.3.20.1.2. DELIVERABLE: BC/DR Plan
 - 3.3.20.1.3. DUE: As identified in the Project Schedule
 - 3.3.20.2. Contractor shall annually test its processes and procedures to ensure compliance with the requirements of the BC/DR Plan and affirm such compliance to the Department.
 - 3.3.20.2.1. DELIVERABLE: Annual BC/DR Plan Affirmation
 - 3.3.20.2.2. DUE: Annually, by June 1
- 3.3.21. Contract Turnover Plan

- 3.3.21.1. Contractor shall develop a Contract Turnover Plan that addresses all requirements, steps, timelines, Milestones, and Deliverables, which shall include but not be limited to Contractor's Technology Solution subscriptions, such as business logic, and data, necessary to fully transition the Work described in the Contract from Contractor to the Department or to another contractor selected by the Department, in the Department's sole discretion, to be the contractor after the termination of the Contract.
- 3.3.21.1.1. The Contract Turnover Plan shall include, at a minimum, all of the following:
 - 3.3.21.1.1.1. Approach to transition.
 - 3.3.21.1.1.2. Approach for conducting a knowledge transfer from Contractor to a new contractor selected by the Department.
 - 3.3.21.1.1.3. Approach to consolidate applicable sections from Contractor's Contract Turnover Plan into the transition planning activity.
 - 3.3.21.1.1.4. The identification of an individual to act as Contractor's closeout coordinator.
 - 3.3.21.1.1.5. Processes by which Contractor's closeout coordinator shall complete the following tasks:
 - 3.3.21.1.1.5.1. Manage the fulfillment of all requirements of the Contract Turnover Plan for purposes of verifying that all requirements of the Contract Turnover Plan are completed in compliance with the Contract Turnover Plan.
 - 3.3.21.1.1.5.2. Manage the fulfillment of all steps required by the Contract Turnover Plan for purposes of verifying that all steps required by the Contract Turnover Plan are completed in compliance with the Contract Turnover Plan.
 - 3.3.21.1.1.5.3. Manage the fulfillment of and compliance with the timelines set out in the Contract Turnover Plan for purposes of verifying that all timelines set out in the Contract Turnover Plan are maintained in compliance with the Contract Turnover Plan.
 - 3.3.21.1.1.5.4. Manage the fulfillment of the Milestones identified in the Contract Turnover Plan for purposes of verifying that the Milestones identified in the Contract Turnover Plan are achieved.
 - 3.3.21.1.1.5.5. Manage the development of all Deliverables for the purposes of verification and compliance with the Contract Turnover Plan. Deliverables identified in the Contract Turnover Plan shall be completed in compliance with the Contract Turnover Plan.
 - 3.3.21.1.1.6. The identification of when the information contained in the Contract Turnover Plan will be implemented.
- 3.3.21.1.2. Contractor shall work with the Department and any other contractor to minimize the impact of the transition on Stakeholders, Department Staff, and existing MES Vendors.
- 3.3.21.1.3. DELIVERABLE: Contract Turnover Plan
- 3.3.21.1.4. DUE: No later than 365 days after the Effective Date
- 3.3.21.2. The performance of the tasks identified in the Contract Turnover Plan may extend past the termination of the Contract. The Department will perform a closeout review to ensure

that Contractor has completed all requirements of the Contract Turnover Plan. If Contractor has not completed all of the requirements of the Contract Turnover Plan by the date of the termination of the Contract, then any incomplete requirements shall survive termination of the Contract.

3.3.22. Consultative and Technical Support Services

- 3.3.22.1. Contractor shall provide Project Management, technical advisory services, and consultative services to the Department for purposes of achieving the successful implementation of the Technology Solution.
- 3.3.22.2. Contractor shall be responsible for hiring, onboarding staff newly hired by Contractor, training staff newly hired by Contractor, or engaging in any other process related to Contractor's decision to allocate Contractor's staff or other agent resources to perform Work on this Contract, regardless of terminology.
- 3.3.22.3. Contractor shall work with the Department at the start of each State Fiscal Year (SFY) to prioritize the Consultative and Technical Support Services that Contractor shall execute during that SFY.
 - 3.3.22.3.1. Skill categories will be defined by Contractor.
 - 3.3.22.3.2. Contractor's Project staff allocated to each Technical and Consultative Support Service effort will be selected for the skills and capabilities necessary to complete each effort.
 - 3.3.22.3.3. Modifications to annually planned Consultative and Technical Support Services will be addressed as part of Monthly Contract Management Report conducted in conjunction with the Department.

3.4. Operations

- 3.4.1. Notwithstanding any provision in the Contract to the contrary, Contractor shall review, update, and submit a Revised Master Project Management Plan for Department review and approval. The requirements of the Master Project Management Plan are identified at Sections 3.2.1 through 3.2.9.1.5.
 - 3.4.1.1. DELIVERABLE: Revised Master Project Management Plan
 - 3.4.1.2. DUE: Quarterly, as identified in the Project Schedule
- 3.4.2. Notwithstanding any provision in the Contract to the contrary, Contractor shall review, update, and submit a Revised Project Schedule for Department review and approval. The requirements of the Project Schedule are identified at Sections 3.2.2.1 through 3.2.2.1.3.
 - 3.4.2.1. DELIVERABLE: Project Schedule Update
 - 3.4.2.2. DUE: At the due date identified for the Revised Master Project Management Plan (see Section 3.4.1.2)
- 3.4.3. Notwithstanding any provision to the contrary in this Contract, Contractor shall review, update, and submit a Revised Communications Management Plan for Department review and approval upon the Department's request. The requirements of the Communications Management Plan are identified at Sections 3.2.5.1 through 3.2.5.1.1.8.
 - 3.4.3.1. If any change is made to the Communications Management Plan at any time, Contractor shall submit a Revised Communications Management Plan to the Department.

- 3.4.3.1.1. DELIVERABLE: Revised Communications Management Plan
- 3.4.3.1.2. DUE: Upon any change or as identified and determined by the Department
- 3.4.4. Notwithstanding any provision to the contrary in this Contract, Contractor shall review, update, and submit a Revised Resource Management Plan and Organizational Structure for Department Review and approval. The requirements of the Resource Management Plan and Organizational Structure are identified at Sections 3.2.7.1 through 3.2.7.1.1.7.
- 3.4.4.1. DELIVERABLE: Revised Resource Management Plan and Organizational Structure
- 3.4.4.2. DUE: At the due date identified for the Revised Master Project Management Plan (see Section 3.4.1.2)
- 3.4.5. Notwithstanding any provision to the contrary in this Contract, Contractor shall review, update, and submit Updated Weekly Project Status Reports for Department's review and approval. The requirements of the Weekly Project Status Report are identified at Sections 3.3.5.1 through 3.3.5.1.1.9.
- 3.4.5.1. DELIVERABLE: Updated Weekly Project Status Report
- 3.4.5.2. DUE: 24 hours prior to each weekly meeting, after the initial weekly meeting, between Contractor and the Department, Sponsor, and invited meeting participants, as defined by the Department, ongoing after Operations begin
- 3.4.6. Notwithstanding any provision to the contrary in this Contract, Contractor shall review, update, and submit Updated Monthly Contract Management Reports for the Department's review and approval. The requirements of the Monthly Contract Management Report are identified at Sections 3.3.5.3.1 through 3.3.5.3.3.
- 3.4.6.1. DELIVERABLE: Updated Monthly Contract Management Report
- 3.4.6.2. DUE: Not later than seven Business Days after the end of each calendar month
- 3.4.7. Notwithstanding any provision in the Contract to the contrary, Contractor shall review, update, and submit an Updated Lessons Learned Report for the Department's review and approval. The requirements of the Lessons Learned Report are identified at 3.3.14.3 through 3.3.14.3.1.
- 3.4.7.1. DELIVERABLE: Updated Lessons Learned Report
- 3.4.7.2. DUE: As identified in the Project Schedule
- 3.4.8. Notwithstanding any provision in the Contract to the contrary, Contractor shall review, update, and submit a Revised BC/DR Plan for the Department's review and approval. The requirements of the BC/DR Plan are identified at Sections 3.3.20.1 through 3.3.20.1.1.7.
- 3.4.8.1. DELIVERABLE: Revised BC/DR Plan
- 3.4.8.2. DUE: Annually, by June 1
- 3.4.9. Notwithstanding any provision in the Contract to the contrary, Contractor shall review, update, and submit a Revised Contract Turnover Plan for the Department's review and approval. The requirements of the Contract Turnover Plan are identified at Sections 3.3.21.1 through 3.3.21.1.2.
- 3.4.9.1. DELIVERABLE: Revised Contract Turnover Plan
- 3.4.9.2. DUE: Annually, by July 1

4. TECHNOLOGY SOLUTION REQUIREMENTS

4.1. Technology Solution Integration

- 4.1.1. At a minimum, Contractor's Technology Solution shall support all of the following Integration methods:
 - 4.1.1.1. API provisioning where data is provided via APIs.
 - 4.1.1.2. Extract Transform Load (ETL) where data is supplied in files, optionally transformed, and delivered in files. The Department will make data available in Contractor's requested formats within the requested timeframes as agreed by the Parties. The Department will supply to Contractor up to three years of Medicaid data files and any available Colorado All-Payer Claims Database (CO APCD) data files that contain medical and pharmacy claims, eligibility files, Provider directory information, and data dictionary. The Parties agree that if the ETL processing and conversion of the data takes more than four weeks to process, then the Project Schedule may require revision.
 - 4.1.1.3. Batching where data is provided via a Real Time API, collected, and periodically delivered in files.
 - 4.1.1.4. De-batching where data is provided in files, then parsed, and delivered by calling an external API.
- 4.1.2. Contractor shall provide a service catalog of APIs, if necessary.
- 4.1.3. Contractor shall include API metrics to the Department that include, but are not limited to, all of the following metrics:
 - 4.1.3.1. Runtime management.
 - 4.1.3.2. Security monitoring.
 - 4.1.3.3. Usage monitoring.
- 4.1.4. Contractor shall design, develop, and implement Integration solutions through an approved SDLC process utilizing best practices, as defined by the Department's MES Governance Plan, which the Department will provide to Contractor.
- 4.1.5. Contractor shall provide mapping and transformation processes for inbound and outbound Integration and interface transmissions.
 - 4.1.5.1. Contractor shall document all transformations.
- 4.1.6. Contractor shall provide Real Time data monitoring and analysis to monitor the consistency, quality, integrity, and overall health of the data for the purpose of maintaining accuracy and completeness of the data within Contractor's Technology Solution.
- 4.1.7. Contractor shall provide ongoing data monitoring and analysis to monitor the consistency, quality, and overall health of Contractor's Technology Solution, such as quality and interface files.
- 4.1.8. Contractor's Technology Solution shall be scalable, configurable, and provide for technical tools, applications, and data security for implementations.
- 4.1.9. Contractor shall provide ETL software and tools to support data management and data sharing.

- 4.1.10. Contractor's Technology Solution shall have the ability to exchange data with the following systems:
 - 4.1.10.1. Medicaid Management Information System (MMIS)
 - 4.1.10.1.1. Contractor's Technology Solution shall have the ability to transmit data elements in a predefined format as identified by the Department's Enterprise Solutions Integrator Contractor and the Department.
 - 4.1.10.1.1.1. The data elements subject to transmission shall include, at a minimum, all of the following:
 - 4.1.10.1.1.1.1. The exchange of Member data.
 - 4.1.10.1.1.1.2. The exchange of Provider data.
 - 4.1.10.1.1.1.3. The exchange of claims data.
 - 4.1.10.1.1.1.4. The exchange of utilization management data.
 - 4.1.10.1.1.1.5. Other required data, as identified by the Department.
 - 4.1.10.2. Business Intelligence Data Management (BIDM)
 - 4.1.10.2.1. Contractor's Technology Solution shall have the ability to transmit data elements in a predefined format as identified by the Department's Enterprise Solutions Integrator Contractor and the Department.
 - 4.1.10.2.1.1. The data elements subject to transmission shall include, at a minimum, all of the following:
 - 4.1.10.2.1.1.1. The exchange of Member data.
 - 4.1.10.2.1.1.2. The exchange of Provider data.
 - 4.1.10.2.1.1.3. The exchange of claims data.
 - 4.1.10.2.1.1.4. The exchange of utilization management data.
 - 4.1.10.2.1.1.5. Data generated by Contractor's Technology Solution.
 - 4.1.10.2.1.1.6. Other required data, as identified by the Department.
 - 4.1.10.3. Enterprise Solutions Integrator Platform
 - 4.1.10.3.1. Contractor's Technology Solution shall have the ability to transmit data elements in a predefined format as identified by the Department's Enterprise Solutions Integrator Contractor and the Department.
 - 4.1.10.3.1.1. The data elements subject to transmission shall include, at a minimum, all of the following:
 - 4.1.10.3.1.1.1. The exchange of Member data.
 - 4.1.10.3.1.1.2. The exchange of Provider data.
 - 4.1.10.3.1.1.3. The exchange of claims data.
 - 4.1.10.3.1.1.4. The exchange of utilization management data.
 - 4.1.10.3.1.1.5. Data generated by Contractor's Technology Solution.
 - 4.1.10.3.1.1.6. Other required data, as identified by the Department.

- 4.1.11. Contractor's Technology Solution shall provide all the following functionality:
 - 4.1.11.1. The ability to send and receive data via a cloud platform data exchange within and between Department MES Modules using industry proven cloud hosting technologies (such as Amazon Web Services or Google Cloud Platform).
- 4.1.12. Contractor shall establish and maintain an interface through the Department's Enterprise Solutions Integrator Contractor to the Department's defined systems to upload and download data as required by the Department, as necessary and as defined by the Department-approved Interface Control Documents identified in Section 3.3.2.
- 4.1.13. After implementation of Contractor's production-ready Technology Solution to the Department, Contractor shall be responsible for the M&O of Contractor's Technology Solution, in conformity with the Operations and Maintenance Plan.
- 4.1.14. Contractor's Technology Solution shall interface with any other system or solution as directed by the Department through the Department's Enterprise Solutions Integrator Contractor.
- 4.1.15. The Contractor shall provide integration architecture framework that accomplishes the following objectives:
 - 4.1.15.1. Permits continuous digital transformation.
 - 4.1.15.2. Enables bidirectional Integrations and/or interfaces.
 - 4.1.15.3. Enables data imports.
 - 4.1.15.4. Enables data exports.
 - 4.1.15.5. Supports connectivity to Existing Systems.
 - 4.1.15.6. Interfaces and/or integrates with new modular solution implementations when not available through the Department's Enterprise Solutions Integrator solution.
- 4.2. Technology Solution Capabilities
 - 4.2.1. Contractor's Technology Solution shall have the ability to:
 - 4.2.1.1. Generate Provider performance reports and format the data output, including the type of reports, applications, and data sets.
 - 4.2.1.2. Deliver timely, accessible, and actionable Provider reports.
 - 4.2.1.3. Send, receive, and process data inputs incorporated in Contractor's Technology Solution on a regular and consistent basis.
 - 4.2.1.4. For Department Users, integrate with the Department's Single Sign On (SSO) solution to allow Department Users to sign on between the Department's MES systems to Contractor's Technology Solution without a separate set of credentials. All input data to support SSO integration shall be provided in Contractor-specified format.
 - 4.2.1.5. For Provider Users, integrate with the Department's SSO solution (the SSO solution may be the Contractor's SSO or the SSO used for Providers connecting to the BIDM) to allow Providers to sign on between the Department's BIDM Provider Portal, as identified and provided by the Department and intended to be included as part of the Modification Enhancement Hours (see Section 11), to Contractor's Technology Solution without a separate set of credentials.

- 4.2.1.6. Make data available to Providers' Electronic Health Records (EHRs) systems through an interface(s) (e.g., API, HL7). Contractor shall configure one Interface that Providers can access and potentially a second Interface for the two HIEs in the State (i.e., Contexture and QHN).
- 4.2.1.6.1. The interface(s) (e.g., APIs, HL7) shall allow data on a specific individual, rather than on all individuals attributed to the Provider, to be sent to the Provider's EHR.
- 4.2.1.7. Make data available to HIEs in Colorado so HIEs can design a view of the data and metrics produced by Contractor's Technology Solution that is available to Providers through HIEs' Provider portals or directly into Providers' EHRs systems sent through HIEs.
- 4.2.1.7.1. Contractor shall work with HIEs in Colorado to determine which variables in Contractor's Technology Solution should be displayed to Providers through the HIE and how such variables should be displayed to Providers.
- 4.2.1.7.2. Make data available to HIEs in Colorado through an interface(s) (e.g., APIs, HL7).
- 4.2.1.7.2.1. Contractor shall work with HIEs in Colorado to determine which variables in Contractor's Technology Solution will be sent through the interface and the design of the interface(s).
- 4.2.1.7.2.1.1. The interface(s) shall allow data on a specific individual, rather than all individuals attributed to a Provider, HIE, or network, to be sent to an HIE.
- 4.2.1.7.3. Make data available to HIEs in Colorado through a batch file on a schedule determined by the Parties.
- 4.2.1.7.3.1. Contractor shall work with HIEs in Colorado to determine which variables in Contractor's Technology Solution will be sent through the batch file, the design of the batch file exchange, and to create a schedule to send batch files.
- 4.2.1.8. Display Provider-specific Dashboards to Providers that can be modified to provide to focus on specific metrics or services the Provider should consider as a priority (e.g., Gap in Care reporting to identify a discrepancy between evidence-based recommendations).
- 4.2.1.9. Adapt and scale to support Contractor's Technology Solution's growth and evolution.

5. DATA MANAGEMENT

- 5.1. Contractor shall be responsible for all of the following:
 - 5.1.1. Data confidentiality, meaning Contractor shall prevent disclosure of data to unauthorized persons or systems.
 - 5.1.2. Data integrity, meaning that Contractor shall not modify data undetectably.
 - 5.1.3. Data availability, meaning Contractor does not inappropriately block or deny access to an Authorized User.
 - 5.1.4. Data authenticity, meaning Contractor shall validate transactions.
 - 5.1.5. Data security, meaning Contractor shall encrypt and comply with Department-approved security protocols and processes, as defined in Sections 2.10, 2.11, and 6.
 - 5.1.6. Non-repudiation of Data, meaning Contractor shall ensure that parties to a transaction cannot deny the party's participation in the transaction.

5.2. Data Dictionary

5.2.1. Contractor shall develop a Data Dictionary.

5.2.1.1. The Data Dictionary shall include, at a minimum, all of the following:

5.2.1.1.1. A listing of all data elements, including:

5.2.1.1.1.1. Data element name.

5.2.1.1.1.2. Data element description.

5.2.1.1.1.3. Optionality.

5.2.1.1.1.4. Valid values.

5.2.1.1.1.5. Linkage to other data structures, such as interface formats and Contractor's Data Model (defined as the Data Dictionary and the Mapping Documents).

5.2.1.1.1.6. A feature to map data elements.

5.2.1.1.1.7. The definition of data exchange transactions.

5.2.1.1.1.8. The definition of immutability.

5.2.1.1.1.9. The definition of traceability.

5.2.1.1.1.10. The definition of auditability.

5.2.1.1.1.11. The inclusion of predefined Integration governance protocols.

5.2.1.1.1.12. Identification of when the information contained in the Data Dictionary will be implemented.

5.2.1.2. DELIVERABLE: Data Dictionary

5.2.1.3. DUE: As identified in the Project Schedule

5.2.1.4. Notwithstanding any provision in the Contract to the contrary, Contractor shall review, update, and submit a Revised Data Dictionary for Department review and approval at least annually and before any implementation of a Revised Data Dictionary. If no changes have occurred, Contractor shall provide a summary report that indicates no changes have occurred.

5.2.1.4.1. If any change is made to the Data Dictionary at any time during the year, Contractor shall submit a Revised Data Dictionary to the Department for review and approval prior to implementation of the Revised Data Dictionary.

5.2.1.4.2. DELIVERABLE: Revised Data Dictionary

5.2.1.4.3. DUE: As identified in the Project Schedule

5.3. Mapping Documents

5.3.1. Contractor shall use mapping document tools that align the planning efforts.

5.3.2. Contractor shall develop Mapping Documents for all data requiring conversion.

5.3.2.1. The Mapping Documents shall identify all transformation steps from Source to Target.

5.3.2.1.1. DELIVERABLE: Mapping Documents

5.3.2.1.2. DUE: As identified in the Project Schedule

5.4. Data Defects

5.4.1. Contractor shall implement methods to detect Defects and Anomalies within Contractor's Technology Solution and provide a notification of the Defect or Anomaly via alert, email, and any other available means of notification to the End User.

5.4.1.1. DELIVERABLE: Notification

5.4.1.2. DUE: Within two hours after Contractor identifies the Defect or Anomaly

6. SECURITY

6.1. Compliance with Federal and State Requirements

6.1.1. At a minimum, Contractor shall ensure that the Technology Solution:

6.1.1.1. Supports HIPAA-compliant and 42 C.F.R. Part 2-compliant data sharing.

6.1.1.1.1. Contractor shall not share or make available any Part 2 data with or to any entity other than the Department unless Contractor has received the Department's permission to share or make available Part 2 data to the specific entity.

6.1.1.1.2. Contractor shall provide and make available to the Department all contracts with Subcontractors that identify, address, or otherwise affect Part 2 data, upon the Department's request.

6.1.1.1.3. A notification in the Technology Solution that identifies and communicates to all Users, at a minimum, all of the following information:

6.1.1.1.3.1. The existence of Part 2 data in the Technology Solution.

6.1.1.1.3.2. Restrictions and limitations on and disclosure of Part 2 data.

6.1.1.1.3.3. Information related to permissible authorizations and permissible disclosures of Part 2 data.

6.1.1.1.3.4. Information relating to the consequences of a User's failure to comply with Part 2 legal requirements.

6.1.1.1.4. Contractor shall ensure that Providers' Substance Use Data (SUD) is tracked and saved within the Technology Solution.

6.1.1.1.5. Contractor may share Part 2 data only with the Department, upon the Department's request, for the purposes identified in Exhibit I, Sections 1.2 through 1.2.4.

6.1.1.2. Meets all federal regulations regarding standards for privacy, security, electronic health care transaction and individually identifiable health information.

6.1.1.3. Complies with the privacy regulations found at 42 C.F.R. Part 2, 45 C.F.R. §§ 160, 162 and 164, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended by the American Recovery and Reinvestment Act of 2009 (ARRA)/HITECH Act (P.L. 111-005).

6.1.1.4. Complies with the Colorado Consumer Data Protection Law, §24-73-101, C.R.S. and §6-1-713, C.R.S.

6.1.1.5. Complies with the State of Colorado Cyber Security Policies. See Colorado Cyber Security Policies located at <http://oit.state.co.us/ois/policies>, as revised from time to time.

- 6.1.2. DELIVERABLE: Contractor shall develop a document demonstrating compliance with the requirements set forth in Sections 6.1.1 through 6.1.1.5.
- 6.1.3. DUE: 30 Calendar Days after the Effective Date
- 6.1.4. The Department will pass through Part 2 indicators in all relevant data that the Department provides to Contractor.
- 6.2. Contractor shall develop a System Security Plan.
 - 6.2.1. At a minimum, the System Security Plan shall include all of the following:
 - 6.2.1.1. Mission Objectives.
 - 6.2.1.2. Mission Statement.
 - 6.2.1.3. Concept of Operations.
 - 6.2.1.4. Roles and responsibilities.
 - 6.2.1.5. Information Technology Environment.
 - 6.2.1.6. Network Environment, Enclaves, and Perimeters.
 - 6.2.1.7. Major Applications and Systems.
 - 6.2.1.8. General support systems.
 - 6.2.1.9. Risk Management.
 - 6.2.1.10. Risk Management methodology, including all of the following:
 - 6.2.1.10.1. Risk assessment responsibilities.
 - 6.2.1.10.2. Risk assessment frequency.
 - 6.2.1.10.3. Project lifecycle.
 - 6.2.1.10.4. Vendor Management.
 - 6.2.1.11. Security program, including all of the following:
 - 6.2.1.11.1. Network and security operations standards.
 - 6.2.1.11.2. System and application security standards.
 - 6.2.1.11.3. Access controls.
 - 6.2.1.11.4. Change control and configuration management.
 - 6.2.1.11.5. Physical security.
 - 6.2.1.11.6. Data handling and disposal.
 - 6.2.1.11.7. Personnel security.
 - 6.2.1.11.8. Acceptable use.
 - 6.2.1.11.9. Online privacy.
 - 6.2.1.11.10. Incident warning, advisory, and response.
 - 6.2.1.11.11. Evaluating information security warnings and advisories.
 - 6.2.1.11.12. Information security incident response plan summary.

- 6.2.1.12. Security awareness and training, including all of the following:
 - 6.2.1.12.1. Security awareness and training methodology.
 - 6.2.1.12.2. Security awareness and training frequency.
 - 6.2.1.12.3. Security awareness and training content updates.
- 6.2.1.13. Self-Assessment.
- 6.2.1.14. Metrics and reporting.
- 6.2.1.15. Plan approval and maintenance.
- 6.2.1.16. The identification of Contractor's processes and policies related to the oversight, assessment, planning, implementation, and compliance with all privacy and security standards and practices implemented by federal, State, or Contractor to the extent the privacy and security standards and practices do not conflict.
- 6.2.1.17. The identification of Contractor's processes and policies related to the coordination of efforts with MES Vendors to monitor for vulnerabilities.
- 6.2.1.18. The identification of Contractor's processes and policies related to assuring that all penetration testing meets approved security requirements.
- 6.2.1.19. The identification of Contractor's processes and policies related to maintaining core capabilities that comply with all federal and State security criteria as set forth by OIT and the U.S Department of Health and Human Services Office for Civil Rights.
- 6.2.1.20. The identification of when the information contained in the System Security Plan will be implemented.
- 6.2.1.21. The Contractor shall deliver the System Security Plan to the Department for review and approval. The Contractor shall not execute activities within the System Security Plan prior to the Department's approval of that plan.
- 6.2.2. DELIVERABLE: System Security Plan
- 6.2.3. DUE: As identified in the Project Schedule
- 6.2.4. Notwithstanding any other provision in this Contract, Contractor shall review, update, and submit a Revised System Security Plan for Department review and approval at least annually and before any implementation. Contractor's annual review shall include an estimate and plan to update Contractor's Technology Solution to achieve compliance with new regulations, if applicable. If no changes have occurred, Contractor shall provide a summary report that indicates no changes have occurred.
 - 6.2.4.1. If any change is made to the System Security Plan at any time during the year, Contractor shall submit a Revised System Security Plan to the Department for review and approval prior to implementation of the Revised System Security Plan.
 - 6.2.4.2. DELIVERABLE: Revised System Security Plan
 - 6.2.4.3. DUE: No later than annually on June 30, unless changes are made during the calendar year

7. REGULATORY COMPLIANCE

- 7.1. Contractor shall ensure Contractor's Technology Solution meets federal, State, regulatory, and Department programmatic requirements, which includes the architectural, technical, security, and privacy requirements.
- 7.2. Contractor's Technology Solution shall comply with all sections of the Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act, and the most current Web Content Accessibility Guidelines (WCAG) standard, level AA or above.
- 7.3. Contractor shall provide communications that meet the health literacy levels established by federal (National Institute for Health) and State guidelines for medical terms and descriptions.
- 7.4. Contractor shall provide any published content and ensure that it meets 6th grade reading literacy levels on Provider-facing materials.

8. TESTING

- 8.1. Contractor shall provide and maintain responsibility for Development, Testing, Staging, Data Conversion, and Production Environments, and an integrated test environment for use with the Department and other MES Vendors for End-to-End (E2E) testing purposes.
 - 8.1.1. Contractor shall operate and maintain the Staging Environment as an integrated Test Environment and shall provide integrated Test Environment improvements and enhancements.
- 8.2. Test Environment Requirements
 - 8.2.1. Contractor shall provide the following Test Environments or a single Test Environment capable of supporting the following various testing requirements:
 - 8.2.1.1. A Test Environment that mirrors production functionality.
 - 8.2.1.2. User Acceptance Testing (UAT).
 - 8.2.1.3. System Integration Testing (SIT).
 - 8.2.1.4. E2E Testing.
 - 8.2.2. The Test Environments shall have the capability to support, at a minimum, all of the following:
 - 8.2.2.1. Testing solution screens.
 - 8.2.2.2. Reports.
 - 8.2.2.3. Data.
 - 8.2.2.4. Integration interfaces.
 - 8.2.2.5. Contractor's Technology Solution functionality.
 - 8.2.3. The Test Environments shall permit the Department and Contractor to monitor the accuracy that Contractor's Technology Solution performs according to Department-approved design.
 - 8.2.4. Contractor shall participate in E2E testing of data exchanges between MES Modules, when necessary, in an E2E Testing Environment prior to moving data exchanges to Production.
 - 8.2.5. The Test Environment shall allow for E2E testing including transmission of all data and Integration between Contractor's Technology Solution and other Department contractors and the Department.

- 8.2.6. The Test Environments shall allow for the processing of mock data from Production to populate APIs and interface files with a volume and distribution similar to that of the Production Technology Solution.
- 8.2.7. The Test Environments shall permit the simultaneous testing within multiple MES Vendor E2E Test Environments. Simultaneous testing means that, at a minimum, the following tests can be run at the same time within multiple environments:
 - 8.2.7.1. Data Integration and API exchanges.
 - 8.2.7.2. Testing of reporting functionality.
 - 8.2.7.3. Testing of data, interface, and Integration.
 - 8.2.7.4. UAT.
 - 8.2.7.5. SIT.
 - 8.2.7.6. Unit testing.
 - 8.2.7.7. Regression testing.
 - 8.2.7.8. Performance testing.
 - 8.2.7.9. Security testing.
 - 8.2.7.10. E2E Testing.
- 8.2.8. Contractor shall provide staff, technical expertise, and the tools required to track and report testing activities, testing outcomes, and testing results.
- 8.2.9. Contractor shall test all Technology Solution changes and enhancements prior to implementing the change or enhancement in the Production Environment.
- 8.2.10. Contractor shall provide the Department's identified Authorized Users with online access to the Testing Environments.
- 8.2.11. Contractor shall ensure that all the testing activities are executed, and each component of Contractor's Technology Solution meets or exceeds all the functional, technical, security, and performance requirements, identified in all of Sections 4 and 7, and Project requirements as described in Section 13 prior to implementation.
- 8.3. Test Results
 - 8.3.1. All formal testing performed by Contractor shall result in Test Results.
 - 8.3.2. A summary of testing results shall include all of the following:
 - 8.3.2.1. Trace to the requirement that is the subject of the testing.
 - 8.3.2.2. Pass/failure rate.
 - 8.3.2.3. Defect identifications.
 - 8.3.2.4. Severity level of failed test cases.
 - 8.3.2.5. Proposed resolution for identified Defects.
 - 8.3.2.6. Entrance and exit criteria for each Testing Phase.
 - 8.3.2.7. Integration testing results.
 - 8.3.2.8. Regression testing results.

- 8.3.2.9. Performance testing results.
- 8.3.2.10. Stress testing results.
- 8.3.2.11. Final enhancement test results.
- 8.3.2.12. Penetration test results.
- 8.3.3. DELIVERABLE: Test Results
- 8.3.4. DUE: As identified in the Project Schedule

9. HELP DESK

- 9.1. Contractor shall provide Help Desk and resolution support services for Contractor's Technology Solution.
- 9.2. Contractor's Help Desk customer support team shall be available to support Users 24 hours per day and seven days per week for operational and critical issues via the following methods:
 - 9.2.1. Toll-free telephonic support.
 - 9.2.2. Email.
 - 9.2.3. Web-based customer support portal.
- 9.3. Contractor's Help Desk support toll-free telephone hours of operation for both Tier I and Tier II support (see definitions in Section 9.5) are defined in Section 15.8.1, which shall exclude federal and State holidays.
- 9.4. Contractor shall provide advance notice to the Department of any known event that may disrupt any Help Desk services.
- 9.5. Upon a User's contact with Contractor's Help Desk, a customer support analyst will provide Tier I support. Tier I support is support for issues that can be resolved immediately, meaning during the call with Contractor's Help Desk.
 - 9.5.1. In the event the underlying issue or question cannot be resolved quickly and requires deeper research, the issue shall be elevated to Tier II support. Tier II support is support for issues that cannot be resolved immediately and require escalation.
 - 9.5.2. Contractor may escalate issues from Tier I to Tier II support via a variety of channels, including standard Tier I escalation, technical support, and escalation from pulse surveys, which are surveys generated at ticket closure, or sales/account management contact.
 - 9.5.3. Contractor shall resolve all Tier II requests within the continental United States. Contractor shall provide daily updates regarding all Tier II escalations until the Tier II issue is resolved.

10. REQUESTED ESTIMATES

- 10.1. Upon request by the Department, Contractor shall provide Requested Estimates.
 - 10.1.1. Requested Estimates may include all of the following, as applicable:
 - 10.1.1.1. Pricing and scheduling estimates related to proposed legislation.
 - 10.1.1.2. Pricing and scheduling estimates related to proposed budget requests.
 - 10.1.1.3. Pricing and scheduling estimates related to other initiatives.
 - 10.1.2. DELIVERABLE: Requested Estimates

- 10.1.3. DUE: Within five Business Days after the Department makes the request to the Contractor, except if the Department requests a ballpark estimate (-25% to +75%) by identifying a shorter deadline up to and including a deadline on the same day or within 24 hours after the Department makes the request

11. MODIFICATION ENHANCEMENT HOURS

- 11.1. Contractor shall provide Modification Enhancement Hours to the Department for the purpose and utilization of modifications, changes, and enhancements for Contractor to provide Technical Support Services and Consultative Support Services for Projects and for the creation of customization and new creation Work.
- 11.2. At the beginning of each Contract Year, the Parties shall designate categories of staffing and/or skill that the Department may access via Modification Enhancement Hours.
- 11.3. For Change Requests and enhancements, Contractor will work with the Department to refine the scope of work during discovery and design, evaluate the Project enhancement, and reprioritize if determined by the Department.
- 11.4. For performance measure customization and new creation Work, Contractor shall work with the Department to define the scope of work, evaluate the customization and new creation Work, and reprioritize if determined by the Department.

12. TRAINING FOR DEPARTMENT STAFF

- 12.1. All training programs prepared by Contractor for Department Authorized Users of Contractor's Technology Solution shall comply with the Department-approved Training Management Plan.
- 12.2. PERFORMANCE STANDARD: For all training sessions conducted by Contractor for Department Authorized Users, Contractor shall evaluate and conduct quality improvement relating to training content during the Term of this Contract, such as through the use of surveys. Contractor shall develop a Survey Report based on the results of each survey that Contractor uses.
- 12.2.1. DELIVERABLE: Survey Reports
- 12.2.2. DUE: As identified in the Project Schedule
- 12.3. PERFORMANCE STANDARD: Contractor shall communicate updated or new functionality or business processes during scheduled and Department-approved refresher training sessions for Department Authorized Users throughout the Term of this Contract.
- 12.4. Contractor shall develop Training Materials.
- 12.4.1. Contractor's Training Materials shall include, at a minimum, all of the following:
- 12.4.1.1. Identification and training on the items that help the Department to monitor Contractor's Technology Solution.
- 12.4.1.2. The use of available tools and dashboards.
- 12.4.1.3. The use of technical and functional documentation and/or reports.
- 12.4.2. Contractor shall save Department-approved Training Materials in the Project Repository.
- 12.4.3. DELIVERABLE: Training Materials
- 12.4.4. DUE: As identified in the Project Schedule

- 12.5. The Department may utilize a third-party training contractor to complete training activities related to Contractor's Technology Solution.
- 12.5.1. If requested by the Department, Contractor shall develop materials and train the Department's third-party training contractor regarding Contractor's Technology Solution ("train-the-trainer training"). In total, Contractor will host up to eight train-the-trainer sessions. The train-the-trainer sessions will take place in addition to the RAE APM 2 Training Overview specified in Section 13.
- 12.5.1.1. Contractor's train-the-trainer trainer materials shall include all of the following:
- 12.5.1.1.1. The way in which to access timely the relevant parts of Contractor's Technology Solution.
- 12.5.1.1.2. Appropriate training and explanation on utilizing the APM 2 Model, as defined in the APM 2 Partial Capitation and Chronic Conditions Episode Model, including all of the following:
- 12.5.1.1.2.1. Information for Users regarding APM 2 enrollment dates or Go-Live of any operational changes.
- 12.5.1.1.2.2. Necessary business changes for participating PCMPs.
- 12.5.1.1.2.3. Details regarding any future Stakeholder engagement or Department-hosted training.
- 12.5.1.1.2.4. How to report and track issues or concerns in Contractor's Technology Solution.
- 12.5.1.1.3. DELIVERABLE: Train-the-Trainer Materials
- 12.5.1.1.4. DUE: As identified in the Project Schedule
- 12.5.2. Contractor shall provide train-the-trainer trainings on dates agreed upon by the Parties.
- 12.5.3. Contractor shall work with any Department third-party contractor, as directed by the Department and mutually agreed upon by the Parties, and the Department to support on a monthly basis a peer-to-peer learning network for APM 2 Program and Pediatric APM Program participants.
- 12.5.4. Contractor shall assist any Department third-party contractor and mutually agreed upon by the Parties, as directed by the Department, to disseminate information, business changes, and other APM 2 Program updates to APM 2 participants.

13. PROJECTS DEVELOPED WITHIN CONTRACTOR'S TECHNOLOGY SOLUTION

13.1. Primary Care

- 13.1.1. The requirements identified for the APM 2 Program and the Pediatric APM Program outlined in Sections 13.1.2 and 13.1.3 may have duplicate Deliverables due to the parallel nature of the Work that cannot be foreseen until later in the design process. The Department will accept one final Deliverable for any Deliverables determined to be duplicative by the Department.
- 13.1.2. APM 2 Program Requirements
- 13.1.2.1. Technology Solution Development
- 13.1.2.1.1. Contractor shall create an APM 2 Program Operation Transition Plan with the Department's existing actuarial contractor that currently operates the Department's APM 2 Program ("Department's Existing Actuarial Contractor"), who the

Department will introduce to Contractor, to shift the APM 2 Program to Contractor's Technology Solution. The Department's Existing Actuarial Contractor is contracted to operate the existing APM 2 Programs that are operational until June 30, 2023, with the need for additional support into the first quarter of SFY 2024 for calculation of incentive payments. The Department will provide Contractor with detailed documentation of the current APM 2 Program operations. With the exception of any proprietary information, this documentation includes, where applicable, access to the necessary software licenses, data models, calculation models, and reporting formats and dashboards. If a current Department third-party contractor is currently operating the APM 2 Program, the Department will make the current Department third-party contractor and associated materials available to Contractor.

- 13.1.2.1.1.1. The APM 2 Program Operation Transition Plan shall include all of the following:
 - 13.1.2.1.1.1.1. Summary of the current number of APM 2 Program participants, as well as their level of PMPM and chronic condition participation status.
 - 13.1.2.1.1.1.2. Summary of the current actuarial methodology based on the Department's Existing Actuarial Contractor's actuarial narrative, which the Department will provide to Contractor.
 - 13.1.2.1.1.1.3. Summary of Contractor's understanding of current day-to-day operations by both the Department's Existing Actuarial Contractor and Department Staff managing the APM 2 Program.
 - 13.1.2.1.1.1.4. Summary of work to be done within Contractor's Technology Solution to develop, implement, and operate the APM 2 program.
 - 13.1.2.1.1.1.5. Any outstanding questions or action items Contractor must resolve before taking over current operations.
 - 13.1.2.1.1.1.6. Target date to shift operations from the Department's Existing Actuarial Contractor to Contractor, with a timeline and justification for that date.
- 13.1.2.1.1.2. DELIVERABLE: APM 2 Program Operation Transition Plan
- 13.1.2.1.1.3. DUE: As identified in the Project Schedule
- 13.1.2.1.2. Using the Department-approved APM 2 Program Operation Transition Plan, Contractor shall perform the following tasks:
 - 13.1.2.1.2.1. Transition chronic condition episode logic and bundled payment methodology from the Department's Existing Actuarial Contractor to Contractor.
 - 13.1.2.1.2.2. Transition risk adjustment methodology that is in place in the APM 2 Program from the Department's Existing Actuarial Contractor to Contractor.
 - 13.1.2.1.2.3. Transition partial capitation rate development and actuarial methodology for current and interested Providers from the Department's Existing Actuarial Contractor to Contractor.
- 13.1.2.1.3. Contractor shall evaluate the Department's existing primary care alternative payment models, which are APM 1 and APM 2.
 - 13.1.2.1.3.1. Contractor shall make recommendations regarding the Department's strategy of streamlining the primary care APM Program and of phasing out the APM 1

Program in favor of the APM 2 Program by conducting all of the following activities:

- 13.1.2.1.3.1.1. Contractor shall analyze the interaction between APM 1 Program and APM 2 Program.
- 13.1.2.1.3.1.2. Contractor shall interview identified Department quality, clinical, data, and payment reform APM 1 Program Subject Matter Experts (SMEs) to learn pain points and successes.
- 13.1.2.1.3.1.3. Contractor shall interview, at minimum, 10 APM 1 Program model participants, which APM 1 Program model participants will be identified by the Department, to learn pain points and successes.
- 13.1.2.1.3.1.3.1. Contractor shall ensure Contractor's interviews include representatives in the following provider types: family practice, pediatrics, obstetrics, internal medicine, and Federally Qualified Health Centers (FQHC).
- 13.1.2.1.3.1.4. Contractor shall interview, at minimum, five APM 1 Program model participants, identified by the Department, who opted out of the APM 1 Program to gain an understanding of why the interviewed APM 1 Program model participants did not participate in the APM 1 Program.
- 13.1.2.1.3.1.5. Contractor shall host, at minimum, two forums with the RAEs to collect information about APM 1 Program pain points and successes.
- 13.1.2.1.3.1.6. Contractor shall analyze the Department's current partial capitation methodology from the Department's Existing Actuarial Contractor based on existing methodology narratives and documentation.
- 13.1.2.1.3.1.7. Contractor shall analyze all of the following:
 - 13.1.2.1.3.1.7.1. Member utilization and attribution relative to partial capitation rate development.
 - 13.1.2.1.3.1.7.2. Provider leakage and billing patterns.
- 13.1.2.1.3.1.8. Contractor shall analyze differences in the episode logic and episode costs of existing APM 2 Program chronic conditions and costs of chronic conditions from alternative episode groupers. Contractor's analysis shall assess differences in all of the following:
 - 13.1.2.1.3.1.8.1. Episode triggers.
 - 13.1.2.1.3.1.8.2. Selection of relevant services.
 - 13.1.2.1.3.1.8.3. Patient and service exclusions.
 - 13.1.2.1.3.1.8.4. Variation in episode costs and sources of variation.
- 13.1.2.1.3.1.9. Contractor shall analyze episodes for the purpose of changing the logic of the existing episodes and/or changing available chronic episodes.
- 13.1.2.1.3.1.10. Contractor shall examine the ways in which Members with chronic conditions are attributed to APM 2 Program Providers, including Members with existing and newly diagnosed chronic conditions.

- 13.1.2.1.3.1.11. Contractor shall evaluate the current risk adjustment model, which shall include an analysis of the risk adjustment methodology created by the Department's Existing Actuarial Contractor. Contractor shall include a breakdown of methodology based on patient demographics, such as age, sex, and level of care.
- 13.1.2.1.4. Based on Contractor's work done as part of Sections 13.1.2.1.3 through 13.1.2.1.3.1.11, Contractor shall create an APM Program Evaluation and Feedback Report.
 - 13.1.2.1.4.1. The APM Program Evaluation and Feedback Report shall include all of the following information:
 - 13.1.2.1.4.1.1. A summary of the APM 1 Program's performance to date.
 - 13.1.2.1.4.1.2. A summary of the APM 2 Program's performance to date.
 - 13.1.2.1.4.1.3. Recommendations for updates to current methodology based on Contractor's analyses of Member data, leakage, and billing patterns.
 - 13.1.2.1.4.1.4. Recommendations regarding the quality model for a combined program based on the Department's lessons learned from APM 1 Program's quality measurement.
 - 13.1.2.1.4.1.5. Recommendations for a streamlined APM 2 Program quality model based on the recommendations from Stakeholder feedback from Sections 13.1.2.1.3.1.2 through 13.1.2.1.3.1.5 and evaluation of Colorado CMS Core Measure performance.
 - 13.1.2.1.4.1.6. An explanation regarding the differences in the episode logic and episode costs of existing APM 2 Program chronic conditions and costs of chronic conditions in alternative episode groupers, including information on all of the following:
 - 13.1.2.1.4.1.6.1. Episode triggers.
 - 13.1.2.1.4.1.6.2. Selection of relevant services.
 - 13.1.2.1.4.1.6.3. Patient and service exclusions.
 - 13.1.2.1.4.1.6.4. Variation in episode costs and sources of variation.
 - 13.1.2.1.4.1.7. An analysis that compares episode grouping logic models (as defined in Sections 13.1.2.1.4.1.6.1 through 13.1.2.1.4.1.6.4).
 - 13.1.2.1.4.1.8. An evaluation of the financial impacts of different choices among existing episodes and changing available chronic episodes.
 - 13.1.2.1.4.1.9. Financial impact to participating APM 2 Program Providers and to the Department that may occur through modification of the episode definitions.
 - 13.1.2.1.4.1.10. Recommendations for changes based on Contractor's analysis of the current episode attribution methodology for the APM 2 Program and resulting utilization patterns and Provider leakage.
 - 13.1.2.1.4.1.11. Recommendations for updates to the risk adjustment methodology based on Contractor's evaluation of the current risk adjustment model and associated analysis.

- 13.1.2.1.4.1.12. Summary of any positives and negatives identified by Contractor based on Contractor's analyses and evaluations of APM 2 Program participants, the Department, and other Stakeholders impacted by APM 2 Program operations.
- 13.1.2.1.4.1.13. An identification of benefits to APM 2 Program participation and APM 2 Program operations, as well as possible areas for improvement.
- 13.1.2.1.4.1.14. Recommendations for how to improve the existing APM 2 Program based on a synthesis of all of the information Contractor developed in Sections 13.1.2.1.3 through 13.1.2.1.3.1.11.
- 13.1.2.1.4.1.15. Recommendations regarding any additional opportunities for multi-payer alignment with other payer value-based payment programs in primary care.
- 13.1.2.1.4.2. DELIVERABLE: APM Program Evaluation and Feedback Report
- 13.1.2.1.4.3. DUE: As identified in the Project Schedule
- 13.1.2.1.5. Contractor shall integrate Department-approved recommendations and changes to the APM 2 program from the APM Program Evaluation and Feedback Report to Contractor's Technology Solution. Integration of any changes will be confirmed with Contractor's submission of the APM 2 Program Modeling Changes Plan and Implementation Strategy outlined below in Sections 13.1.2.1.7 through 13.1.2.1.7.4.
- 13.1.2.1.6. Upon the Department's request or upon Contractor's request and the Department's approval, Contractor shall conduct ad hoc analyses utilizing Contractor's Technology Solution of the following data:
 - 13.1.2.1.6.1. Total PMPM spending.
 - 13.1.2.1.6.2. Spending by chronic condition.
 - 13.1.2.1.6.3. PCMP leakage.
 - 13.1.2.1.6.4. Quality measurement performance.
 - 13.1.2.1.6.5. Contractor shall utilize the ad hoc analyses identified in Sections 13.1.2.1.6 through 13.1.2.1.6.4 to inform recommendations about practice patterns and opportunities for improvement in quality and health equity within the primary care APMs.
 - 13.1.2.1.6.6. DELIVERABLE: Ad Hoc Analyses
 - 13.1.2.1.6.7. DUE: As identified in the Project Schedule
- 13.1.2.1.7. Contractor shall create a proposed APM 2 Program Modeling Changes Plan and Implementation Strategy based on the APM Program Evaluation and Feedback Report.
 - 13.1.2.1.7.1. The APM 2 Program Modeling Changes Plan and Implementation Strategy shall include all of the following information:
 - 13.1.2.1.7.1.1. A plan for automatic enrollment of all PCMPs into the APM 2 Program by January 1, 2024, or an alternative date provided by the Department to Contractor. Automatic enrollment shall only begin if and as directed by the Department.

- 13.1.2.1.7.1.2. A plan for how to increase the partial capitation payments with the funds allotted by the Colorado Joint Budget Committee in the Department's submitted budget request, "R-6 Supporting PCMPs with Value Based Payments," if Contractor is directed to perform this work by the Department.
- 13.1.2.1.7.2. DELIVERABLE: APM 2 Program Modeling Changes Plan and Implementation Strategy
- 13.1.2.1.7.3. DUE: As identified in the Project Schedule
- 13.1.2.1.7.4. Contractor shall revise the APM 2 Program Modeling Changes Plan and Implementation Strategy as part of the Department's operational processes. See Sections 13.1.2.5.1 through 13.1.2.5.1.2.
- 13.1.2.1.8. Upon the Department's request, Contractor shall develop and maintain an APM 2 Partial Capitation and Chronic Condition Episodes Model, which shall be used for each APM 2 Program Year.
- 13.1.2.1.8.1. The APM 2 Partial Capitation and Chronic Conditions Episode Model shall incorporate Department-approved updates to the partial capitation rate setting and episode incentive payment methodologies, as identified in the Department-approved APM Program Evaluation and Feedback Report and in the Department-approved APM 2 Program Modeling Changes Plan and Implementation Strategy, including all Revised APM 2 Program Modeling Changes Plan and Implementation Strategy documents, based on analysis and feedback from the Primary Care Background Research & Onboarding Requirements, Primary Care Program Design Requirements, and Primary Care Stakeholder Engagement sections.
- 13.1.2.1.8.2. The APM 2 Partial Capitation and Chronic Conditions Episode Model shall include, at a minimum, all of the following:
 - 13.1.2.1.8.2.1. Baseline chronic condition thresholds for all participating APM 2 Program Providers and identified interested Providers for current and subsequent APM 2 Program Years.
 - 13.1.2.1.8.2.2. A risk-adjusted chronic condition thresholds for all participating APM 2 Program Providers and interested Providers for current and subsequent APM 2 Program Years.
 - 13.1.2.1.8.2.3. Partial capitation rates all participating APM 2 Program Providers and interested Providers for current and subsequent APM 2 Program Years.
- 13.1.2.1.8.3. DELIVERABLE: APM 2 Partial Capitation and Chronic Condition Episodes Threshold Model
- 13.1.2.1.8.4. DUE: 30 days after the Department approves the APM 2 Program and Modeling Changes Plan and Implementation Strategy
- 13.1.2.1.8.5. Contractor shall revise the APM 2 Partial Capitation and Chronic Condition Episodes Threshold Model as part of the Department's operational processes. See Sections 13.1.2.5.2 through 13.1.2.5.2.1.2.
- 13.1.2.1.9. Upon the Department's request, Contractor shall develop an APM 2 Program Provider Guidebook.

- 13.1.2.1.9.1. The APM 2 Program Provider Guidebook shall include all of the following:
 - 13.1.2.1.9.1.1. Descriptions of the payment methodology.
 - 13.1.2.1.9.1.2. The ways in which the quality model and performance thresholds were developed.
 - 13.1.2.1.9.1.3. Information regarding the timelines related to reconciliation and timing of performance reports.
 - 13.1.2.1.9.1.4. Information on data analytics development and instructions on how to access supplemental data.
 - 13.1.2.1.9.1.5. The business rules for the APM 2 Program.
- 13.1.2.1.9.2. DELIVERABLE: APM 2 Program Provider Guidebook
- 13.1.2.1.9.3. DUE: Not later than 30 days after the Department approves the APM 2 Program Modeling Changes Plan and Implementation Strategy
- 13.1.2.1.9.4. Contractor shall revise the APM 2 Program Provider Guidebook as part of the Department's operational processes. See Sections 13.1.2.5.3 through 13.1.2.5.3.2.
- 13.1.2.1.10. Contractor shall build a Primary Care Data Sharing Analytics Solution for the APM 2 Program.
 - 13.1.2.1.10.1. The Primary Care Data Sharing Analytics Solution for the APM 2 Program shall include, at a minimum, all of the following:
 - 13.1.2.1.10.1.1. The ability to access summaries of PCMP performance.
 - 13.1.2.1.10.1.2. The ability to conduct drill down analyses to identify cost drivers and interventions to improve cost, quality, and health equity.
 - 13.1.2.1.10.1.3. Accessibility via a secure portal.
 - 13.1.2.1.10.1.4. Accessibility via defined role-based access points.
 - 13.1.2.1.10.1.5. The ability to evaluate and visualize key service utilization measures by PCMP that can be used to identify interventions to improve cost of care. Key service utilization measures shall include all of the following:
 - 13.1.2.1.10.1.5.1. Overall and Member-specific primary care evaluation and management (E&M).
 - 13.1.2.1.10.1.5.2. Interventions to increase pediatric primary and preventive care.
 - 13.1.2.1.10.1.5.3. Patient-specific primary care E&M visit rate.
 - 13.1.2.1.10.1.5.4. Primary care visits for sickness versus well care visits.
 - 13.1.2.1.10.1.5.5. Relevant specialty care visit rates.
 - 13.1.2.1.10.1.5.6. Chronic condition medication adherence.
 - 13.1.2.1.10.1.5.7. Utilization rates for services that are key cost drivers.
 - 13.1.2.1.10.1.5.8. Related CMS Core Measures, clinical quality measures, where poor performance may contribute to high costs.
 - 13.1.2.1.10.1.5.9. Vaccination rates.

- 13.1.2.1.10.1.5.10. Emergency room (ER) utilization.
- 13.1.2.1.10.1.5.11. Developmental screening rates.
- 13.1.2.1.10.1.5.12. Registry function at the patient level for identified quality measures.
- 13.1.2.1.10.1.6. The ability to evaluate Members by one or more key attributes for the purpose of analyzing their impacts on costs, quality, and key service utilization measurements. Key attributes shall include, at a minimum:
 - 13.1.2.1.10.1.6.1. Risk level.
 - 13.1.2.1.10.1.6.2. Comorbidities.
 - 13.1.2.1.10.1.6.3. Demographic and SDoH characteristics (see Exhibit D, Section 1.1.104).
- 13.1.2.1.10.1.7. The ability to conduct the following types of Primary Care Data Sharing Analytics:
 - 13.1.2.1.10.1.7.1. Monthly PMPM and Fee-for-Service payments for PCMPs taking any level of partial capitation, including the ability to see PMPM payments over time relative to the amount billed fee for service.
 - 13.1.2.1.10.1.7.2. APM 2 Program-eligible beneficiaries.
 - 13.1.2.1.10.1.7.3. Evaluation of how the PCMP compares to peers in terms of total risk-adjusted PMPM costs and risk-adjusted costs by service category (e.g., inpatient, outpatient (physician visits, ER, tests, procedures, and pharmacy).
 - 13.1.2.1.10.1.7.4. Drill down analyses to evaluate how the PCMP compares to peers in terms of risk adjusted costs, sortable by chronic disease, that can be used for the purpose of identifying chronic diseases that drive costs within Health First Colorado claims data. Claim data shall include costs and associated descriptions that fully detail the care the Member received, including, at a minimum:
 - 13.1.2.1.10.1.7.4.1. Claim type.
 - 13.1.2.1.10.1.7.4.2. Diagnosis.
 - 13.1.2.1.10.1.7.4.3. Procedure (e.g., CPT-4, ICD-10, revenue codes).
 - 13.1.2.1.10.1.7.4.4. Prescription drug prescribed.
 - 13.1.2.1.10.1.7.4.5. Location where services were provided.
 - 13.1.2.1.10.1.7.4.6. Provider of services.
 - 13.1.2.1.10.1.7.5. Drill down analyses to identify Members with high risk and high utilization that drive costs.
 - 13.1.2.1.10.1.7.6. Grouping Members by one or more key attributes, including risk level, comorbidities, and demographic and SDoH characteristics (see Exhibit D, Section 1.1.104) for the purpose of analyzing the key attributes' impacts on PCMP total cost of care.
- 13.1.2.1.10.1.8. The ability to conduct the following types of analyses:

- 13.1.2.1.10.1.8.1. At a minimum, for each chronic condition as defined in the APM 2 Partial Capitation and Chronic Condition Episodes Threshold Model, the Primary Care Data Sharing Analytics Solution for the APM 2 Program shall allow the Department, care coordinators, and Providers to conduct the following types of analyses:
 - 13.1.2.1.10.1.8.1.1. Evaluation of how the PCMP compares to peers in terms of total risk-adjusted costs and risk-adjusted costs by service category (e.g., inpatient, outpatient (physician visits, ER, tests, procedures), pharmacy) for each chronic condition.
 - 13.1.2.1.10.1.8.1.2. Drill down analyses of individual claims within each service category defined with the Department's input to ensure completeness of claims data for the purpose of reviewing and identifying specific claims that drive costs, including relevant diagnosis, procedure, location, and other codes.
- 13.1.2.1.10.1.9. The ability to conduct drill down analyses with visualizations to guide PCMP improvement interventions for Members with high risk and high utilization that drive costs, which shall include all of the following information:
 - 13.1.2.1.10.1.9.1. Overall primary care E&M utilization.
 - 13.1.2.1.10.1.9.2. Member-specific primary care E&M utilization.
 - 13.1.2.1.10.1.9.3. Relevant specialty care visit rates.
 - 13.1.2.1.10.1.9.4. Utilization rates for services that are key cost drivers.
- 13.1.2.1.10.1.10. The ability to identify and display CMS Core Measures where poor performance may contribute to high costs.
- 13.1.2.1.10.1.11. The ability to deliver any form of incentive payment information.
- 13.1.2.1.10.1.12. The ability to use HIE data to identify when an episode is triggered if that data is made available by the Department.
- 13.1.2.1.10.1.13. Any additional requirements as agreed upon by the Department and Contractor.
- 13.1.2.1.10.2. **DELIVERABLE:** Primary Care Data Sharing Analytics Solution for the APM 2 Program
- 13.1.2.1.10.3. **DUE:** As identified in the Project Schedule
- 13.1.2.1.11. Contractor shall update the Primary Care Data Sharing Analytics Solution for the APM 2 Program monthly with the latest claims data for Users to monitor recent changes in Member health care costs and utilization.
- 13.1.2.1.12. Contractor shall aggregate Primary Care Data Sharing Analytics Solution for the APM 2 Program data to the RAE level and shall disseminate RAE-level Dashboards to each of the corresponding RAEs.
- 13.1.2.1.13. Contractor shall interview the Department's identified SMEs to define the content, functionality, and format of the Primary Care Data Sharing Analytics Solution for the APM 2 Program and the Primary Care Data Sharing Analytics Solution for the APM 2 Program's associated data.

- 13.1.2.1.14. For each PCMP, and aggregated by RAE Region for each RAE, Contractor shall provide the following performance feedback reports in the Primary Care Data Sharing Analytics Solution for the APM 2 Program:
 - 13.1.2.1.14.1. A Dashboard updated on a monthly basis, with the capability to generate a report for the Department upon the Department's request. At a minimum, the Dashboard shall include all of the following information:
 - 13.1.2.1.14.1.1. Simple and intuitive graphics that include clear labels and explanations of source data of cost and quality of care performance for each chronic condition and quality of care for Members, compared to peers.
 - 13.1.2.1.14.1.2. Actionable information to facilitate improvement interventions, including a summary of the drivers of performance measurement results for each chronic condition, which include overutilization or underutilization of services and SDoH.
 - 13.1.2.1.14.1.3. Access to a report of gaps in care for each chronic condition.
 - 13.1.2.1.14.1.4. Member leakage rate with demographic characteristics of Members that left the PCMP practice.
 - 13.1.2.1.14.1.5. Gain/risk share amounts with supporting calculations for management of chronic conditions.
- 13.1.2.2. Stabilization and Initial Release of Contractor's Technology Solution
 - 13.1.2.2.1. Contractor shall create an APM 2 Program Implementation Plan.
 - 13.1.2.2.1.1. The APM 2 Program Implementation Plan shall include all of the following:
 - 13.1.2.2.1.1.1. The identification of all necessary steps required to bring the Primary Care Data Sharing Analytics Solution for the APM 2 Program to Go-Live within Contractor's Technology Solution.
 - 13.1.2.2.1.1.2. A plan to manage the Primary Care Data Sharing Analytics Solution for the APM 2 Program implementation.
 - 13.1.2.2.1.1.3. A plan to manage the Primary Care Data Sharing Analytics Solution for the APM 2 Program operations as defined in the APM 2 Program Modeling Changes Plan and Implementation Strategy.
 - 13.1.2.2.1.1.4. A plan to implement a soft launch that may include all Providers and during which payments may be made.
 - 13.1.2.2.1.2. DELIVERABLE: APM 2 Program Implementation Plan
 - 13.1.2.2.1.3. DUE: As identified in the Project Schedule
 - 13.1.2.2.2. Contractor shall create a methodology for PCMPs that drop out of the APM 2 Program automatic enrollment, provided that the Department approves an automatic enrollment plan.
 - 13.1.2.2.2.1. Contractor shall develop an APM 2 Opt-Out Plan, which shall include all the following:

- 13.1.2.2.2.1.1. A way in which to capture information about PCMPs that drop out of the APM 2 Program or shift to partial participation and participate in only the chronic conditions episodes with no PMPM.
- 13.1.2.2.2.1.2. A way in which to process enrollment changes, including communication with RAEs who receive opt-out notifications from PCMPs.
- 13.1.2.2.2.1.3. Identification of a methodology for PMCPs that opt out of receiving any PMPM in the APM 2 Program but continue to participate in the chronic condition episodes.
- 13.1.2.2.2.1.4. Recommended updates to APM 2 Program Member attribution, Provider leakage, and Provider billing changes to more accurately capture Member utilization patterns.
- 13.1.2.2.2.2. DELIVERABLE: APM 2 Opt-Out Plan
- 13.1.2.2.2.3. DUE: As identified in the Project Schedule
- 13.1.2.2.3. Contractor shall create Chronic Condition Episode Logic and Business Rules for purposes of the Department publishing the Chronic Condition Episode Logic and Business Rules on the Department's external APM 2 Program website.
- 13.1.2.2.3.1. The Chronic Condition Episode Logic and Business Rules shall include all of the following:
 - 13.1.2.2.3.1.1. The use of existing specifications developed by the Department's Existing Actuarial Contractor as a model for the requirements identified in Sections 13.1.2.2.3.1.2 and 13.1.2.2.3.1.3.
 - 13.1.2.2.3.1.2. The episode specifications developed in the Department-approved APM 2 Partial Capitation and Chronic Condition Episodes Threshold Model, which shall be documented and which measures that require risk adjustment identified.
 - 13.1.2.2.3.1.3. Specifications developed in the Department-approved APM 2 Partial Capitation and Chronic Condition Episodes Threshold Model, which shall be delivered in a Department-approved format that is compatible with the Department's website and other electronic distribution methods.
- 13.1.2.2.3.2. DELIVERABLE: Chronic Condition Episode Logic and Business Rules
- 13.1.2.2.3.3. DUE: As identified in the Project Schedule
- 13.1.2.2.3.4. Contractor shall revise the Chronic Condition Episode Logic and Business Rules as part of the Department's operational processes. See Sections 13.1.2.5.4 through 13.1.2.5.4.2.
- 13.1.2.2.4. Upon the Department's request, Contractor shall create an APM 2 Program Reconciliation Plan relating to reimbursement and incentive payment model reconciliation for the existing APM 2 Program and for any future modeling changes to the APM 2 Program.
- 13.1.2.2.4.1. The APM 2 Program Reconciliation Plan shall include all of the following:
 - 13.1.2.2.4.1.1. A timeline for the reimbursement and incentive payment model reconciliation process.

- 13.1.2.2.4.1.2. Necessary outputs to be provided to the Department based on the APM 2 Program Modeling Changes Plan and Implementation Strategy.
- 13.1.2.2.4.2. DELIVERABLE: APM 2 Program Reconciliation Plan
- 13.1.2.2.4.3. DUE: As identified in the Project Schedule
- 13.1.2.2.5. Upon the Department's request, Contractor shall provide recommendations to the Department when the Department updates the Department's State Plan or Medical Services Board Rule.
- 13.1.2.2.5.1. Requested recommendations may include, but are not limited to, reviewing and editing Department-authored and Department-provided documents to ensure the Department's documents match the APM 2 Partial Capitation and Chronic Condition Episodes Threshold Model.
- 13.1.2.2.5.2. DELIVERABLE: Department-Requested Recommendations
- 13.1.2.2.5.3. DUE: At a time identified by the Department as identified in the Project Schedule
- 13.1.2.2.6. Contractor shall create an Updated APM 2 Actuarial Narrative in a format similar to the original APM 2 Actuarial Narrative submitted by the Department's Existing Actuarial Contractor, which original APM 2 Actuarial Narrative the Department will provide to Contractor.
- 13.1.2.2.6.1. The Updated APM 2 Actuarial Narrative shall describe all current and revised actuarial assumptions for the APM 2 Partial Capitation and Chronic Condition Episodes Threshold Model.
- 13.1.2.2.6.2. DELIVERABLE: Updated APM 2 Actuarial Narrative
- 13.1.2.2.6.3. DUE: As identified in the Project Schedule
- 13.1.2.2.6.4. Contractor shall revise the Updated APM 2 Actuarial Narrative as part of the Department's operational processes. See Sections 13.1.2.5.5 through 13.1.2.5.5.2.
- 13.1.2.2.7. Contractor shall create an APM 2 Stakeholder Engagement Plan.
- 13.1.2.2.7.1. The APM 2 Stakeholder Engagement Plan shall include all of the following:
 - 13.1.2.2.7.1.1. Recommendations for collecting feedback about proposed changes identified in the Department-approved APM 2 Partial Capitation and Chronic Condition Episodes Threshold Model.
 - 13.1.2.2.7.1.2. Timeline for engaging in and completing Stakeholder engagement tasks, as identified in the APM 2 Stakeholder Engagement Plan.
 - 13.1.2.2.7.1.3. Marketing plan for engaging in and completing Stakeholder engagement tasks, as identified in the APM 2 Stakeholder Engagement Plan.
 - 13.1.2.2.7.1.4. A plan regarding the communication of changes to the APM 2 Program that are included in the Department-approved APM Program Evaluation and Feedback Report and in the Department-approved APM 2 Program Modeling Changes Plan and Implementation Strategy.
- 13.1.2.2.7.2. DELIVERABLE: APM 2 Stakeholder Engagement Plan
- 13.1.2.2.7.3. DUE: Annually, as identified in the Project Schedule

- 13.1.2.2.7.4. Stakeholder engagement activities outlined in the APM 2 Stakeholder Engagement Plan shall start no later than August 1 of each APM 2 Program Year.
- 13.1.2.2.8. Contractor shall create a RAE APM 2 Program Training Overview, which the RAEs and potentially other Department-selected third-party contractors (see Sections 12.5 through 12.5.4) are anticipated to share with PCMPs.
- 13.1.2.2.8.1. The RAE APM 2 Program Training Overview shall include all of the following:
 - 13.1.2.2.8.1.1. Information about the APM 2 Program Modeling Changes Plan and Implementation Strategy.
 - 13.1.2.2.8.1.2. Information about how to opt out of the APM 2 Program as outlined in the Department-approved APM 2 Opt-Out Plan.
 - 13.1.2.2.8.1.3. An APM 2 Program model overview.
 - 13.1.2.2.8.1.4. Financial impact information for PCMPs.
 - 13.1.2.2.8.1.5. A quality model summary for purposes of smoothing the transition to the new payment model after updates to the APM 2 Program are made by the Department and Contractor.
- 13.1.2.2.8.2. DELIVERABLE: RAE APM 2 Training Overview
- 13.1.2.2.8.3. DUE: As identified in the Project Schedule
- 13.1.2.2.9. Upon the Department's request, Contractor shall create Rate Workbooks for the anticipated use of prospective and existing Providers.
- 13.1.2.2.9.1. At a minimum, the Rate Workbooks shall include all of the following:
 - 13.1.2.2.9.1.1. Changes to PMPM or Fee-for-Service rates that include, but are not limited to:
 - 13.1.2.2.9.1.1.1. Updated fee schedule changes.
 - 13.1.2.2.9.1.1.2. Methodology updates.
 - 13.1.2.2.9.1.1.3. APM 2 Program Year operational changes.
 - 13.1.2.2.9.1.1.4. PMPM calculations.
 - 13.1.2.2.9.1.1.5. Supplemental partial capitation data.
 - 13.1.2.2.9.1.1.6. Chronic condition thresholds.
 - 13.1.2.2.9.1.1.7. Supplemental episode data.
 - 13.1.2.2.9.1.2. DELIVERABLE: Rate Workbooks
 - 13.1.2.2.9.1.3. DUE: As identified in the Project Schedule
- 13.1.2.2.9.2. Rate Workbooks may change in format and/or decrease in volume based on the development of a statewide or tiered PMPM and other changes as outlined in the APM 2 Program Modeling Changes Plan and Implementation Strategy.
- 13.1.2.3. Operations of Contractor's Technology Solution
 - 13.1.2.3.1. Notwithstanding any provision in the Contract to the contrary, Contractor shall review, update, and submit a Revised Rate Workbooks. The requirements of the Rate Workbooks are identified at Sections 13.1.2.2.9.1 through 13.1.2.2.9.1.1.7.

- 13.1.2.3.1.1. DELIVERABLE: Revised Rate Workbooks
- 13.1.2.3.1.2. DUE: Annually, as identified in the Project Schedule
- 13.1.2.3.2. Upon the Department's request, Contractor shall support the Department in Rate Workbooks Reviews meetings with interested Providers or practice representatives.
- 13.1.2.3.2.1. Rate Workbooks Reviews meetings shall include a high-level overview of the Rate Workbooks, any Provider-specific data, and an opportunity for the Provider to ask questions about the APM 2 Program.
- 13.1.2.3.2.2. Contractor's support in Rate Workbooks Reviews meetings shall include, at a minimum, all of the following:
 - 13.1.2.3.2.2.1. Contractor's review of Provider data, including PMPM rates and chronic condition thresholds.
 - 13.1.2.3.2.2.2. Contractor's attendance at all Rate Workbooks Reviews meetings.
 - 13.1.2.3.2.2.3. Contractor's input regarding questions or concerns that arise during any Rate Workbooks Review meeting.
 - 13.1.2.3.2.2.4. Scheduling all Rate Workbooks Reviews meetings with third-party individuals and third-party organizations.
 - 13.1.2.3.2.2.5. Contractor's follow up to any topics addressed during any Rate Workbooks Review meeting, as directed by the Department.
- 13.1.2.3.2.3. DELIVERABLE: Rate Workbooks Reviews
- 13.1.2.3.2.4. DUE: Annually, as identified in the Project Schedule
- 13.1.2.3.3. Contractor shall create an ongoing Enrollment Summary Report.
- 13.1.2.3.3.1. At a minimum, the Enrollment Summary Report shall include all of the following:
 - 13.1.2.3.3.1.1. Provider name.
 - 13.1.2.3.3.1.2. Relevant identifications (IDs), including Provider Medicaid ID, National Provider Identifier, and Tax ID Number.
 - 13.1.2.3.3.1.3. PMPM rate.
 - 13.1.2.3.3.1.4. PMPM percentage selected by the Provider.
 - 13.1.2.3.3.1.5. Corresponding Fee-for-Service percentage, which indicates remaining non-capitated APM 2 Program payments and is the inverse of the PMPM percentage.
 - 13.1.2.3.3.1.6. Chronic condition episode thresholds.
 - 13.1.2.3.3.1.7. APM 2 Program Enrollment Start Date selected by the Provider.
 - 13.1.2.3.3.1.8. Indicator for any Providers who have opted out of the APM 2 Program.
- 13.1.2.3.3.2. DELIVERABLE: Enrollment Summary Report
- 13.1.2.3.3.3. DUE: On a quarterly basis, no later than two weeks before each APM 2 Program Enrollment Start Date, as identified in the Project Schedule
- 13.1.2.3.4. Contractor shall conduct an annual reconciliation process in accordance with the Department-approved APM 2 Program Reconciliation Plan.

- 13.1.2.3.5. Contractor shall create a Final Aggregated APM 2 Performance Report.
- 13.1.2.3.5.1. The Final Aggregated APM 2 Performance Report shall include all of the following:
 - 13.1.2.3.5.1.1. The measurements of APM 2 Program Provider performance against the APM 2 Program's quality model, as developed in the Department-approved APM Program Evaluation and Feedback Report.
 - 13.1.2.3.5.1.2. Summary results of how Providers performed against the quality model thresholds using Health First Colorado claims and Electronic Clinical Quality Measure (eCQM) information from clinical data, if applicable. Any eCQM results will be provided by the Department and will not be calculated by the Contractor.
 - 13.1.2.3.5.1.3. Reconciliation of any advanced payment amount to the Fee-for-Service billed amount using Health First Colorado claims data, including a summarization of any overpayments or underpayments.
 - 13.1.2.3.5.1.4. Recommendations for upwards or downwards reconciliation for Providers receiving under or overpayments based on the results of the APM 2 Program reconciliation process and the measurements of APM 2 Program Provider performance in the quality model.
 - 13.1.2.3.5.1.5. Calculations for the correct level of federal funding that applies to the APM 2 Program population.
 - 13.1.2.3.5.1.6. The reconciliation of any form of shared savings using Health First Colorado claims data against cost and quality performance, including a summary of APM 2 Program Provider performance.
- 13.1.2.3.5.2. DELIVERABLE: Final Aggregated APM 2 Performance Report
- 13.1.2.3.5.3. DUE: Annually, not later than 10 Business Days after the reconciliation process is complete, as identified in the Project Schedule
- 13.1.2.3.6. Contractor shall create a version of the Final Aggregated Performance Report in a format approved by the Department, which the Department will post on the Department's external website.
 - 13.1.2.3.6.1. The External Facing APM 2 Model Performance Report shall include all of the following:
 - 13.1.2.3.6.1.1. A summary of APM 2 Program performance relating to the impact on Member outcomes.
 - 13.1.2.3.6.1.2. A summary of APM 2 Program performance relating to the aggregate Provider quality performance.
 - 13.1.2.3.6.1.3. A summary of APM 2 Program performance relating to the positive or negative financial impacts, including dollar amounts, of the APM 2 Program.
 - 13.1.2.3.6.2. DELIVERABLE: External Facing APM 2 Model Performance Report
 - 13.1.2.3.6.3. DUE: Annually, not later than 10 Business Days after the Department approves the Final Aggregated APM 2 Performance Report, as identified in the Project Schedule

- 13.1.2.3.7. Contractor shall create Final APM 2 Provider Performance Reports for each Provider that participates in the APM 2 Program during the APM 2 Program Year.
- 13.1.2.3.7.1. Each Provider's Final APM 2 Provider Performance Reports shall include all of the following:
 - 13.1.2.3.7.1.1. Total financial compensation to and reconciliations related to the APM 2 Program Provider.
 - 13.1.2.3.7.1.2. APM 2 Program Provider's quality performance compared to the APM 2 Program Provider's quality threshold, which quality thresholds will be provided by the Department to Contractor.
 - 13.1.2.3.7.1.3. Comparison of where the APM 2 Program Provider's Final Aggregated APM 2 Performance Report stands in relation to other APM 2 Program Providers' quality performance.
 - 13.1.2.3.7.1.4. Identified areas where the APM 2 Program Provider's quality performance can improve.
 - 13.1.2.3.7.1.5. Comparison of what the APM 2 Program Provider was paid in the APM 2 Program compared to what the APM 2 Program Provider would have been paid under Fee-for-Service.
 - 13.1.2.3.7.1.6. Any shared savings for the APM 2 Program Provider generated by participation in the APM 2 program.
- 13.1.2.3.7.2. DELIVERABLE: Final Provider Performance Reports
- 13.1.2.3.7.3. DUE: Annually, not later than 10 Business Days after the Department approves the Final Aggregated APM 2 Performance Report, as identified in the Project Schedule
- 13.1.2.3.7.4. Contractor shall send by regular mail and by electronic mail the Department-approved Final Provider Performance Report to each identified APM 2 Program Provider. Contractor shall notify the Department when Contractor has completed sending each Final Provider Performance Report to each identified APM 2 Program Provider.
 - 13.1.2.3.7.4.1. DELIVERABLE: Notice of Final Provider Performance Report Sending
 - 13.1.2.3.7.4.2. DUE: Not later than two Business Days after sending, as identified in the Project Schedule
- 13.1.2.3.8. Contractor shall develop an APM 2 Program Management and Tracking Report.
 - 13.1.2.3.8.1. The APM 2 Program Management and Tracking Report shall include all of the following:
 - 13.1.2.3.8.1.1. Provider communications and concerns.
 - 13.1.2.3.8.1.2. Rate appeals.
 - 13.1.2.3.8.1.3. Claims payment issues.
 - 13.1.2.3.8.1.4. Attribution issues.
 - 13.1.2.3.8.1.5. Proposed solutions to identified concerns, appeals, claims payment issues, and attribution issues.

- 13.1.2.3.8.1.6. Validation of the payment accuracy being made to APM 2 Program Providers by confirming PMPM payments are made as scheduled and in the amount expected based on rate and number of attributed Members.
- 13.1.2.3.8.1.7. Tracking to resolution or completion all Technology Solution Change Requests.
- 13.1.2.3.8.2. DELIVERABLE: APM 2 Program Management and Tracking Report
- 13.1.2.3.8.3. DUE: Monthly, not later than the last day of each month, beginning after the APM 2 Program operations are transitioned to Contractor as identified in the APM 2 Operation Transition Plan
- 13.1.2.3.9. Contractor shall, at minimum, host six public webinars each APM 2 Program Year to advertise the Department-approved APM 2 Program changes as outlined in the APM 2 Program Modeling Changes Plan and Implementation Strategy as well as forthcoming APM 2 Program enrollment.
- 13.1.2.3.9.1. Contractor shall ensure that all webinars include an opportunity for Stakeholder feedback and responses to proposed changes.
- 13.1.2.3.9.2. Contractor shall create unique slide presentations and agenda to present at each webinar.
- 13.1.2.3.9.2.1. Each unique slide presentation and agenda shall include all of the following:
 - 13.1.2.3.9.2.1.1. An overview of APM 2 Program details.
 - 13.1.2.3.9.2.1.2. A question-and-answer session related to methodology, Rate Workbooks, and enrollment.
 - 13.1.2.3.9.2.1.3. A discussion about any recommendations and updates to the APM 2 Program that the Department has approved.
 - 13.1.2.3.9.2.1.4. A list of agenda topics to discuss at each webinar.
- 13.1.2.3.9.2.2. DELIVERABLE: Slide Presentation and Agenda.
- 13.1.2.3.9.2.3. DUE: Three Business Days prior to each webinar
- 13.1.2.3.9.3. Contractor shall take Meeting Minutes during each webinar.
- 13.1.2.3.9.3.1. Each Meeting Minutes document shall include all of the following:
 - 13.1.2.3.9.3.1.1. List of attendees.
 - 13.1.2.3.9.3.1.2. Summary of agenda items.
 - 13.1.2.3.9.3.1.3. Question-and-answer and comment log for any Stakeholder questions or comments, as well as answers made by webinar presenters.
 - 13.1.2.3.9.3.1.4. Chat log for written comments.
 - 13.1.2.3.9.3.1.5. Action items or next steps identified during the webinar.
- 13.1.2.3.9.3.2. DELIVERABLE: Webinar Meeting Minutes
- 13.1.2.3.9.3.3. DUE: Three Business Days after each webinar
- 13.1.2.3.9.4. Contractor shall record each webinar. The Department will post the webinar recordings to the Department's external website.

- 13.1.2.3.9.4.1. DELIVERABLE: Webinar Recording
- 13.1.2.3.9.4.2. DUE: Three Business Days after each webinar
- 13.1.2.3.10. Contractor shall host and facilitate, at minimum, semi-annual trainings for RAE staff and potentially other Department-selected third-party contractors (see Sections 12.5 through 12.5.4) that work with Provider practices.
- 13.1.2.3.10.1. Each training shall include all of the following:
 - 13.1.2.3.10.1.1. Information from the Department-approved RAE APM 2 Training Overview or Revised RAE APM 2 Training Overview, as applicable, that RAEs must communicate to PCMPs.
 - 13.1.2.3.10.1.2. Information regarding up-to-date Department and Contractor points of contact for follow up questions.
- 13.1.2.3.10.2. DELIVERABLE: RAE Practice Facilitator Trainings
- 13.1.2.3.10.3. DUE: Semi-annually, as identified in the Project Schedule
- 13.1.2.3.11. On-Going Primary Care Data Sharing Analytics Solution for the APM 2 Program M&O
 - 13.1.2.3.11.1. Contractor shall update analytics shared with Providers through the Primary Care Data Sharing Analytics Solution for the APM 2 Program at minimum on a monthly basis, or as otherwise requested by the Department, to provide regular, consistent updates on care delivery and to support Provider success in the APM 2 Program. Contractor shall deliver a Data Update Provider Status Report to the Department upon completion of the data update.
 - 13.1.2.3.11.1.1. The Data Update Provider Status Report shall include all of the following:
 - 13.1.2.3.11.1.1.1. A summary of all changes made to the data and analytics in the Primary Care Data Sharing Analytics Solution for the APM 2 Program.
 - 13.1.2.3.11.1.1.2. A table of updated or refreshed source data included in the Primary Care Data Sharing Analytics Solution for the APM 2 Program.
 - 13.1.2.3.11.1.2. DELIVERABLE: Data Update Provider Status Report
 - 13.1.2.3.11.1.3. DUE: Monthly, as identified in the Project Schedule
 - 13.1.2.3.11.2. Contractor shall create a Primary Care Data Sharing Analytics Solution for the APM 2 Program Change Report.
 - 13.1.2.3.11.2.1. The Primary Care Data Sharing Analytics Solution for the APM 2 Program Change Report shall summarize all technical changes, including Defects and other Department-requested changes, made to the Primary Care Data Sharing Analytics Solution for the APM 2 Program.
 - 13.1.2.3.11.2.2. DELIVERABLE: Primary Care Data Sharing Analytics Solution for the APM 2 Program Change Report
 - 13.1.2.3.11.2.3. DUE: Monthly, as identified in the Project Schedule
- 13.1.2.4. APM 2 Program Close-Out and Transition Requirements of Contractor's Technology Solution

- 13.1.2.4.1. Contractor shall develop a Primary Care Close-Out Report for the APM 2 Program.
- 13.1.2.4.1.1. The Primary Care Close-Out Report for the APM 2 Program shall include all of the following:
 - 13.1.2.4.1.1.1. Methodology changes.
 - 13.1.2.4.1.1.2. Updates that have been implemented to date.
 - 13.1.2.4.1.1.3. Current APM 2 Program model designs and methodologies.
 - 13.1.2.4.1.1.4. A summary of Stakeholder feedback and lessons learned.
- 13.1.2.4.1.2. DELIVERABLE: Primary Care Close-Out Report for the APM 2 Program
- 13.1.2.4.1.3. DUE: As identified in the Project Schedule
- 13.1.2.4.2. Contractor shall develop a Primary Care Transition Plan for the APM 2 Program for purposes of shifting the APM 2 Program's ongoing and future operations to the Department and/or to a different contractor of the Department's choosing, in the Department's sole discretion.
- 13.1.2.4.2.1. The Primary Care Transition Plan for the APM 2 Program shall include all of the following:
 - 13.1.2.4.2.1.1. Procedural documentation timelines for updates.
 - 13.1.2.4.2.1.2. Data analytics and Dashboard maintenance schedules and monitoring strategies, summarized from the Updated Provider Data Status Report and the Updated Primary Care Data Sharing Analytics Solution for the APM 2 Program Data Report.
 - 13.1.2.4.2.1.3. Provider enrollment monitoring summarized from the Enrollment Summary Report, including methods of tracking Provider enrollment and current status of the APM 2 Program.
 - 13.1.2.4.2.1.4. Descriptions of how to maintain the Primary Care Data Analytics Solution for the APM 2 Program, including a step-by-step process guide.
 - 13.1.2.4.2.1.5. Descriptions of how to monitor Member attribution to the APM 2 Program and the Primary Care Data Analytics Solution for the APM 2 Program.
 - 13.1.2.4.2.1.6. Quality Threshold and Payment Rate reconciliation.
 - 13.1.2.4.2.1.7. Any elements that require sunset or otherwise will cease operations.
- 13.1.2.4.2.2. DELIVERABLE: Primary Care Transition Plan for the APM 2 Program
- 13.1.2.4.2.3. DUE: As identified in the Project Schedule
- 13.1.2.5. Enhancements to Contractor's Technology Solution
- 13.1.2.5.1. Notwithstanding any provision in this Contract to the contrary, Contractor shall review, update, and submit a revised APM 2 Program Modeling Changes Plan and Implementation Strategy annually to reflect additional changes from legislative or budget action. The requirements of the APM 2 Program Modeling Changes Plan and Implementation Strategy are identified at Sections 13.1.2.1.7.1 through 13.1.2.1.7.1.2.

- 13.1.2.5.1.1. DELIVERABLE: Revised APM 2 Program Modeling Changes Plan and Implementation Strategy
- 13.1.2.5.1.2. DUE: Annually, as identified in the Project Schedule
- 13.1.2.5.2. Notwithstanding any provision in the Contract to the contrary, Contractor shall review, update, and submit a Revised APM 2 Partial Capitation and Chronic Condition Episodes Threshold Model at least annually and before any implementation of a Revised APM 2 Partial Capitation and Chronic Condition Episodes Threshold Model. If no changes have occurred, Contractor shall provide a summary report that indicates no changes have occurred. The requirements of the APM 2 Partial Capitation and Chronic Condition Episodes Threshold Model are identified at Sections 13.1.2.1.8.1 through 13.1.2.1.8.2.3.
- 13.1.2.5.2.1. If any change is made to the APM 2 Partial Capitation and Chronic Condition Episodes Threshold Model at any time during the applicable State Fiscal Year, Contractor shall submit a Revised APM 2 Partial Capitation and Chronic Condition Episodes Threshold Model to the Department.
- 13.1.2.5.2.1.1. DELIVERABLE: Revised APM 2 Partial Capitation and Chronic Condition Episodes Threshold Model
- 13.1.2.5.2.1.2. DUE: At least annually and after a change is made as identified in the Project Schedule
- 13.1.2.5.3. Notwithstanding any provision in the Contract to the contrary, Contractor shall review, update, and submit a Revised APM 2 Program Provider Guidebook if any changes in the Revised APM 2 Partial Capitation and Chronic Condition Threshold Model require corresponding changes to the content in the APM 2 Program Provider Guidebook. The requirements of the APM 2 Program Provider Guidebook are identified at Sections 13.1.2.1.9.1 through 13.1.2.1.9.1.5.
- 13.1.2.5.3.1. DELIVERABLE: Revised APM 2 Program Provider Guidebook
- 13.1.2.5.3.2. DUE: As identified in the Project Schedule
- 13.1.2.5.4. Notwithstanding any provision in the Contract to the contrary, Contractor shall review, update, and submit a Revised Chronic Condition Episode Logic and Business Rules as business rules change. The requirements of the Chronic Condition Episode Logic and Business Rules are identified at Sections 13.1.2.2.3.1 through 13.1.2.2.3.1.3.
- 13.1.2.5.4.1. DELIVERABLE: Revised Chronic Condition Episode Logic and Business Rules
- 13.1.2.5.4.2. DUE: Within 10 Business Days after a business rule change
- 13.1.2.5.5. Notwithstanding any provision in the Contract to the contrary, Contractor shall review, update, and submit a Revised Updated APM 2 Actuarial Narrative when changes occur to the rate model. The requirements of the Updated APM 2 Actuarial Narrative are identified at Sections 13.1.2.2.6 through 13.1.2.2.6.1.
- 13.1.2.5.5.1. DELIVERABLE: Revised Updated APM 2 Actuarial Narrative
- 13.1.2.5.5.2. DUE: Within 10 Business Days after a rate model change
- 13.1.3. Pediatric APM Program Requirements

- 13.1.3.1. Development within Contractor's Technology Solution
 - 13.1.3.1.1. To develop requirements for implementation in Contractor's Technology Solution, Contractor shall create a recommendation regarding the best way to perform an analysis and report of the proportion of Health First Colorado or CHP+ Member pediatric health care access via an assessment of Provider workforce.
 - 13.1.3.1.1.1. DELIVERABLE: Pediatric Recommendation of Analysis and Report
 - 13.1.3.1.1.2. DUE: As identified in the Project Schedule
 - 13.1.3.1.2. To develop requirements for implementation in Contractor's Technology Solution, Contractor shall create a Comprehensive Literature Review Report for the Department to use as background research for the Pediatric APM Program.
 - 13.1.3.1.2.1. Contractor's Comprehensive Literature Review Report shall include, but is not limited to, all of the following:
 - 13.1.3.1.2.1.1. A summary of existing pediatric APMs in the United States and results from the APMs if they are publicly available.
 - 13.1.3.1.2.1.2. Methods of risk adjustment based on the SDoH.
 - 13.1.3.1.2.1.3. Demographics from Health First Colorado claims (e.g., 0-2 years old; 3-5 years old; 6-10 years old; 11-18 years-old).
 - 13.1.3.1.2.1.4. Prominent morbidities.
 - 13.1.3.1.2.1.5. Types of Providers that see pediatric patients (e.g., pediatrician, family practice).
 - 13.1.3.1.2.1.6. Types of practices that see pediatric patients (e.g., private family practice, FQHC, hospital-based clinics, pediatric practice, school-based health center).
 - 13.1.3.1.2.1.7. Clinic geography (e.g., Urban, Rural, Frontier).
 - 13.1.3.1.2.1.8. A projection of the impact of federal Health First Colorado policy changes (e.g., Health First Colorado expansion, the end of the Public Health Emergency) and population forecasts (e.g., growing population) to estimate future Health First Colorado Fee-for-Service enrollment for children. The sub-demographics shall include, but are not limited to:
 - 13.1.3.1.2.1.8.1. Colorado's Medicaid expansion that went into effect on January 1, 2014.
 - 13.1.3.1.2.1.8.2. COVID-19 Public Health Emergency.
 - 13.1.3.1.2.1.8.3. General population growth in Colorado.
 - 13.1.3.1.2.1.8.4. Any other sub-demographics defined by the Department.
 - 13.1.3.1.2.1.9. Analysis of trends within Health First Colorado claims related to Health First Colorado churn and the common types of health coverage for children aged 0 to 18 years old.
 - 13.1.3.1.2.1.10. Analysis of and report regarding the proportion of Health First Colorado or CHP+ Member pediatric health care access via an assessment of Provider workforce supply, in compliance with the Department-approved Recommendation of Analysis and Report.

- 13.1.3.1.2.1.11. Estimate of the financial health of pediatric practices across Colorado based on Health First Colorado claims data and the publicly available data such as the census estimated number of children in Colorado, profitability, liquidity, and patient panel mix.
- 13.1.3.1.2.2. DELIVERABLE: Pediatric Comprehensive Literature Review Report
- 13.1.3.1.2.3. DUE: As identified in the Project Schedule
- 13.1.3.1.3. To develop requirements for implementation in Contractor's Technology solution, Contractor shall create a Pre-Design Research Report supported by the Department-approved Comprehensive Pediatric Literature Review, Health First Colorado claims data, and clinical practice guidelines for the Department to use to design the Pediatric APM Program.
- 13.1.3.1.3.1. The Pre-Design Research Report shall include, at a minimum, all of the following:
 - 13.1.3.1.3.1.1. The identification of best practices in pediatric care related to clinical care, including but not limited to: well care, immunization, developmental screenings, and dental care.
 - 13.1.3.1.3.1.2. An analysis of Health First Colorado claims data for Provider performance for Health First Colorado Members in the CMS Child Core Measures Set and identify focus areas for improvement.
 - 13.1.3.1.3.1.3. An analysis of trends in pediatric utilization in Health First Colorado claims data to find cost drivers to recommend opportunities for a Pediatric APM Program.
 - 13.1.3.1.3.1.4. An analysis of Provider attribution in Health First Colorado claims to make recommendations for the base pediatric payment model.
 - 13.1.3.1.3.1.4.1. Contractor shall analyze Health First Colorado's current attribution methodology, which the Department will share with Contractor, and evaluate Health First Colorado's current attribution methodology for accuracy at the PCMP level based on Member utilization patterns.
 - 13.1.3.1.3.1.5. An analysis of Health First Colorado claims using the Department's current attribution methodology for leakage of Pediatric Members seeking care outside of Pediatric Members' PCMP and Pediatric Members that move out of Colorado.
 - 13.1.3.1.3.1.6. The development of a tiered analysis of current APM 2 practices by practice type (e.g., family practice, pediatric practices, FQHCs, school-based health clinics) who see more than 50 Pediatric Members and recommend how the Pediatric APM Program and the APM 2 Program model will interact given that some children will receive care in a different setting than an exclusive pediatric setting.
 - 13.1.3.1.3.1.7. Recommend an incentive payment specific to the pediatric population based on best practices and Pediatric Member spending drivers in Health First Colorado claims.
 - 13.1.3.1.3.1.8. If requested by the Department, implementation recommendations based on the Department's submitted budget request, "R-6 Supporting PCMPs with Value Based Payments."

- 13.1.3.1.3.2. DELIVERABLE: Pediatric Pre-Design Research Report
- 13.1.3.1.3.3. DUE: As identified in the Project Schedule
- 13.1.3.1.4. To develop requirements for implementation within Contractor's Technology Solution, Contractor shall have a Stakeholder-Driven Design Process.
- 13.1.3.1.4.1. Contractor shall interview Stakeholders identified by the Department for purposes of determining pediatric care opportunities and learning pain points for Pediatric APM Program design.
 - 13.1.3.1.4.1.1. Per direction from the Department on whom to interview, Contractor shall interview, at a minimum, individuals in all of the following groups:
 - 13.1.3.1.4.1.1.1. Department SMEs.
 - 13.1.3.1.4.1.1.2. 10 pediatric Providers (e.g., pediatrician, family physician, nurse practitioner, physician assistant).
 - 13.1.3.1.4.1.1.3. Three consumer advocates.
 - 13.1.3.1.4.1.1.4. RAEs.
 - 13.1.3.1.4.1.1.5. The parent(s)/guardian(s) of five Health First Colorado Pediatric Members (current or former).
 - 13.1.3.1.4.2. Contractor shall summarize every Stakeholder engagement meeting.
 - 13.1.3.1.4.2.1. Each Stakeholder engagement meeting summary shall include:
 - 13.1.3.1.4.2.1.1. An overview of information discussed during the meeting.
 - 13.1.3.1.4.2.1.2. The identification of common themes discussed by Stakeholders during the meeting.
 - 13.1.3.1.4.2.1.3. An analysis of conflicting thoughts regarding one theme between Stakeholders during a meeting or between Stakeholder groups.
 - 13.1.3.1.4.2.2. DELIVERABLE: Pediatric Stakeholder Engagement Meeting Summary
 - 13.1.3.1.4.2.3. DUE: As identified in the Project Schedule
 - 13.1.3.1.4.3. The Department will invite the Stakeholders and relevant SMEs to participate in the Design Team ("the Design Team").
 - 13.1.3.1.4.3.1. Contractor shall host a maximum of 12 working group meetings via webinars with the Design Team to design the Pediatric APM Program.
 - 13.1.3.1.4.4. Contractor shall create unique slide presentations and agenda to present at each webinar for the Design Team working group meetings.
 - 13.1.3.1.4.4.1. Each unique slide presentation and agenda shall include all of the following:
 - 13.1.3.1.4.4.1.1. An overview of Pediatric APM Program details.
 - 13.1.3.1.4.4.1.2. A question-and-answer session related to methodology and enrollment.
 - 13.1.3.1.4.4.1.3. A discussion about any recommendations and updates to the Pediatric APM Program that the Department has approved.
 - 13.1.3.1.4.4.1.4. A list of agenda topics to discuss at each webinar.

- 13.1.3.1.4.4.2. DELIVERABLE: Slide Presentation and Agenda
- 13.1.3.1.4.4.3. DUE: Three Business Days prior to each webinar
- 13.1.3.1.5. Contractor shall take Meeting Minutes during each webinar.
- 13.1.3.1.5.1. Each Meeting Minutes document shall include all of the following:
 - 13.1.3.1.5.1.1. List of attendees.
 - 13.1.3.1.5.1.2. Summary of agenda items.
 - 13.1.3.1.5.1.3. Question-and-answer and comment log for any Stakeholder questions or comments, as well as answers made by webinar presenters.
 - 13.1.3.1.5.1.4. Chat log for written comments.
 - 13.1.3.1.5.1.5. Action items or next steps identified during the webinar.
- 13.1.3.1.5.2. DELIVERABLE: Webinar Meeting Minutes
- 13.1.3.1.5.3. DUE: Three Business Days after each webinar
- 13.1.3.1.6. When requested by the Department, Contractor shall provide ad-hoc data reports to the Department.
- 13.1.3.1.6.1. DELIVERABLE: Ad-Hoc Data Reports
- 13.1.3.1.6.2. DUE: As instructed by the Department
- 13.1.3.1.7. Contractor shall create a Pediatric APM Program Model Design Document based on the results of the Design Team, Department-approved Comprehensive Pediatric Literature Review, and Department-approved Pre-Design Research Report.
- 13.1.3.1.7.1. The Pediatric APM Program Model Design Document shall include all of the following:
 - 13.1.3.1.7.1.1. Pediatric APM Program detailed model specifications, which shall include:
 - 13.1.3.1.7.1.1.1. Payment model design.
 - 13.1.3.1.7.1.1.2. Incentive payment structure.
 - 13.1.3.1.7.1.1.3. Risk adjustment methodology
 - 13.1.3.1.7.1.1.4. Operational details.
 - 13.1.3.1.7.1.2. A Pediatric APM Program quality model.
 - 13.1.3.1.7.1.3. Pediatric APM Program business rules.
 - 13.1.3.1.7.1.4. Decision items and consensus decisions reached by the Design Team.
- 13.1.3.1.7.2. DELIVERABLE: Pediatric APM Program Model Design Document
- 13.1.3.1.7.3. DUE: As identified in the Project Schedule
- 13.1.3.1.8. Pediatric APM Program Expansion and Enhancement of Contractor's Technology Solution Through Stakeholder Engagement
- 13.1.3.1.8.1. Contractor shall host at least five public meetings in different regions of Colorado to educate and discuss with Providers the Pediatric APM Program Model, which

is expected to provide requirements to enhance Contractor's Technology Solution.

- 13.1.3.1.8.2. Contractor shall propose public meeting locations for each of the five public meetings.
- 13.1.3.1.8.2.1. DELIVERABLE: Pediatric APM Program Expansion and Enhancement: Proposed Public Meeting Locations
- 13.1.3.1.8.2.2. DUE: As identified in the Project Schedule
- 13.1.3.1.8.3. Contractor shall create unique slide presentations and agenda to present at each meeting.
- 13.1.3.1.8.3.1. Each unique slide presentation and agenda shall include all of the following:
 - 13.1.3.1.8.3.1.1. An overview of Pediatric APM Program details.
 - 13.1.3.1.8.3.1.2. Information from the Department-approved Pediatric APM Program Model Design Document.
 - 13.1.3.1.8.3.1.3. The proposed rate increase, if directed by the Department.
 - 13.1.3.1.8.3.1.4. Upcoming Pediatric APM Program enrollment.
 - 13.1.3.1.8.3.1.5. A question-and-answer session related to methodology and enrollment.
 - 13.1.3.1.8.3.1.6. A discussion about any recommendations and updates to the Pediatric APM Program that the Department has approved.
 - 13.1.3.1.8.3.1.7. A list of agenda topics to discuss at each webinar.
- 13.1.3.1.8.3.2. DELIVERABLE: Slide Presentation and Agenda
- 13.1.3.1.8.3.3. DUE: Three Business Days prior to each webinar
- 13.1.3.1.8.4. Contractor shall take Meeting Minutes during each webinar.
- 13.1.3.1.8.4.1. Each Meeting Minutes document shall include all of the following:
 - 13.1.3.1.8.4.1.1. List of attendees.
 - 13.1.3.1.8.4.1.2. Summary of agenda items.
 - 13.1.3.1.8.4.1.3. Question-and-answer and comment log for any meeting participant's questions or comments, as well as answers made by webinar presenters.
 - 13.1.3.1.8.4.1.4. Chat log for written comments.
 - 13.1.3.1.8.4.1.5. Action items or next steps identified during the webinar.
- 13.1.3.1.8.4.2. DELIVERABLE: Webinar Meeting Minutes
- 13.1.3.1.8.4.3. DUE: Three Business Days after each webinar
- 13.1.3.1.9. Contractor shall develop RAE Communication Materials for the RAEs, and potentially other Department-selected third-party contractors (see Sections 12.5 through 12.5.4), to share with Providers, which is expected to provide requirements to enhance Contractor's Technology Solution.
- 13.1.3.1.9.1. The RAE Communications Materials shall include all of the following:

- 13.1.3.1.9.1.1. If requested by the Department, the upcoming Pediatric APM Program enrollment.
- 13.1.3.1.9.1.2. How to drop out of the Pediatric APM Program.
- 13.1.3.1.9.1.3. Information containing an estimated financial impact to Providers if they are automatically enrolled into the Pediatric APM Program.
- 13.1.3.1.9.2. DELIVERABLE: RAE Communications Materials
- 13.1.3.1.9.3. DUE: As identified in the Project Schedule
- 13.1.3.1.10. If requested by the Department, Contractor shall host at minimum five trainings for RAE staff that work with Provider practices to communicate the legislative or budget action(s).
- 13.1.3.1.10.1. DELIVERABLE: RAE Trainings
- 13.1.3.1.10.2. DUE: As identified in the Project Schedule
- 13.1.3.1.11. Contractor shall develop Initial Payment Rates for Providers.
- 13.1.3.1.11.1. The Initial Payment Rates shall comply with all of the following:
 - 13.1.3.1.11.1.1. The Initial Payment Rates shall be based on the specifications in the Department-approved Pediatric APM Program Model Design Document.
 - 13.1.3.1.11.1.2. The Initial Payment Rates shall be in compliance with Actuarial Standards of Practice.
 - 13.1.3.1.11.1.3. The Initial Payment Rates shall be risk adjusted to ensure payment matches the Providers' risk and include adjustment based on the SDoH.
- 13.1.3.1.11.2. DELIVERABLE: Initial Payment Rates
- 13.1.3.1.11.3. DUE: As identified in the Project Schedule
- 13.1.3.1.12. Contractor shall develop Initial Quality Thresholds set relative to national standards for Providers participating in the Pediatric APM Program for Department approval.
- 13.1.3.1.12.1. DELIVERABLE: Initial Quality Thresholds
- 13.1.3.1.12.2. DUE: As identified in the Project Schedule
- 13.1.3.1.12.3. After receiving the Department's approval of the Initial Quality Thresholds, Contractor shall send the Department-approved Initial Quality Thresholds to Providers enrolled in Health First Colorado.
- 13.1.3.1.13. Contractor shall develop Provider Payment Rate Communications Materials.
- 13.1.3.1.13.1. The Provider Payment Rate Communications Materials shall include all of the following:
 - 13.1.3.1.13.1.1. The Providers' Payment Rates.
 - 13.1.3.1.13.1.2. The Providers' Quality Thresholds.
- 13.1.3.1.13.2. DELIVERABLE: Provider Payment Rate Communications Materials
- 13.1.3.1.13.3. DUE: As identified in the Project Schedule

- 13.1.3.1.13.4. After receiving the Department's approval of the Provider Payment Rate Communications Materials, Contractor shall send the Department-approved Provider Payment Rate Communications Materials to Providers.
- 13.1.3.1.14. Contractor shall create a Pediatric APM Program Provider Guidebook.
 - 13.1.3.1.14.1. The Pediatric APM Program Provider Guidebook shall include all of the following:
 - 13.1.3.1.14.1.1. Specifications of the payment methodology from the Department-approved Pediatric APM Program Model Design Document.
 - 13.1.3.1.14.1.2. Business rules for the Pediatric APM Program from the Department-approved Pediatric APM Program Model Design Document.
 - 13.1.3.1.14.1.3. Rules for incentive payment eligibility from the Department-approved Pediatric APM Program Model Design Document.
 - 13.1.3.1.14.1.4. The identification of Pediatric Members that are included in the Pediatric APM Program from the Department-approved Pediatric APM Program Model Design Document.
 - 13.1.3.1.14.1.5. How payments in the Pediatric APM Program are processed and timelines for when payments in the Pediatric APM Program are processed from the Department-approved Pediatric APM Program Model Design Document.
 - 13.1.3.1.14.1.6. Quality measures specifications from the Department-approved Pediatric APM Program Model Design Document.
 - 13.1.3.1.14.2. DELIVERABLE: Pediatric APM Program Provider Guidebook
 - 13.1.3.1.14.3. DUE: As identified in the Project Schedule
 - 13.1.3.1.14.4. Notwithstanding any other provision in this Contract, Contractor shall update the Pediatric APM Program Provider Guidebook when any of the following occur independently or together: (1) at least on an annual basis; (2) when a programmatic change is implemented; (3) when an operational change is implemented; and/or (4) after the annual Stakeholder engagement process.
 - 13.1.3.1.14.4.1. DELIVERABLE: Updated Pediatric APM Program Provider Guidebook
 - 13.1.3.1.14.4.2. DUE: At least annually or as otherwise requested and identified in the Project Schedule
- 13.1.3.1.15. Contractor shall create a Pediatric APM Program Reconciliation Plan.
 - 13.1.3.1.15.1. The Pediatric APM Program Reconciliation Plan shall include all of the following:
 - 13.1.3.1.15.1.1. A process regarding prospective payment and incentive payment model reconciliation to Fee-for-Service payment after the Pediatric APM Program is implemented.
 - 13.1.3.1.15.1.2. A timeline for the annual process and necessary outputs to be provided to the Department based on the Department-approved Pediatric APM Program Model Design Document.
 - 13.1.3.1.15.2. DELIVERABLE: Pediatric APM Program Reconciliation Plan

- 13.1.3.1.15.3. DUE: On an annual basis, as identified in the Project Schedule
- 13.1.3.2. Primary Care Data Sharing Analytics Solution for the Pediatric APM Program Requirements
 - 13.1.3.2.1. Contractor shall build a Primary Care Data Sharing Analytics Solution for the Pediatric APM Program as part of Contractor's Technology Solution.
 - 13.1.3.2.1.1. The Primary Care Data Sharing Analytics Solution for the Pediatric APM Program shall include, at a minimum, all of the following:
 - 13.1.3.2.1.1.1. The ability to access summaries of Provider performance.
 - 13.1.3.2.1.1.2. The ability to conduct drill down analyses to identify cost drivers and interventions to improve cost, quality, and health equity.
 - 13.1.3.2.1.1.3. Accessibility via a secure portal.
 - 13.1.3.2.1.1.4. Accessibility via defined role-based access points.
 - 13.1.3.2.1.1.5. The ability to evaluate and visualize key service utilization measures by Providers that can be used to identify interventions to improve cost of care. Key service utilization measures shall include all of the following:
 - 13.1.3.2.1.1.5.1. Overall and Member-specific primary care E&M.
 - 13.1.3.2.1.1.5.2. Interventions to increase pediatric primary and preventive care.
 - 13.1.3.2.1.1.5.3. Patient-specific primary care E&M visit rate.
 - 13.1.3.2.1.1.5.4. Primary care visits for sickness versus well care visits.
 - 13.1.3.2.1.1.5.5. Relevant specialty care visit rates.
 - 13.1.3.2.1.1.5.6. Chronic condition medication adherence.
 - 13.1.3.2.1.1.5.7. Utilization rates for services that are key cost drivers.
 - 13.1.3.2.1.1.5.8. Related CMS Child Core Measures Set, clinical quality measures, where poor performance may contribute to high costs.
 - 13.1.3.2.1.1.5.9. Vaccination rates.
 - 13.1.3.2.1.1.5.10. ER utilization.
 - 13.1.3.2.1.1.5.11. Developmental screening rates.
 - 13.1.3.2.1.1.5.12. Registry function at the patient level for identified quality measures.
 - 13.1.3.2.1.1.6. The ability to evaluate Pediatric Members by one or more key attributes for the purpose of analyzing the key attributes' impacts on costs, quality, and key service utilization measurements. Key attributes shall include, at a minimum:
 - 13.1.3.2.1.1.6.1. Risk level.
 - 13.1.3.2.1.1.6.2. Comorbidities.
 - 13.1.3.2.1.1.6.3. Demographic and SDoH characteristics (see Exhibit D, Section 1.1.104).
 - 13.1.3.2.1.1.7. The ability to conduct the following types of Data Sharing Analytics for the Pediatric APM Program:

- 13.1.3.2.1.1.7.1. Monthly PMPM and Fee-for-Service payments for Providers taking any level of partial capitation, including the ability to see PMPM payments over time relative to the amount billed Fee-for-Service.
- 13.1.3.2.1.1.7.2. Pediatric APM Program-eligible Members, as defined in the Department-approved Pediatric APM Program Model Design Document, for use in comparing payments to actual Pediatric Member attribution by month.
- 13.1.3.2.1.1.7.3. Evaluation of how the Provider compares to peers in terms of total risk-adjusted PMPM costs and risk-adjusted costs by service category (e.g., inpatient, outpatient (physician visits, ER), tests, procedures, and pharmacy).
- 13.1.3.2.1.1.7.4. Drill down analyses to evaluate how the Provider compares to peers in terms of risk adjusted costs, sortable by chronic disease that can be used for the purpose of identifying chronic diseases that drive costs within Health First Colorado claims data. Claim data shall include costs and associated descriptions that fully detail the care the Pediatric Member received, including, at a minimum:
 - 13.1.3.2.1.1.7.4.1. Claim type.
 - 13.1.3.2.1.1.7.4.2. Diagnosis.
 - 13.1.3.2.1.1.7.4.3. Procedure (e.g., CPT-4, ICD-10, revenue codes).
 - 13.1.3.2.1.1.7.4.4. Prescription drug prescribed.
 - 13.1.3.2.1.1.7.4.5. Location where services were provided.
 - 13.1.3.2.1.1.7.4.6. Provider of services.
- 13.1.3.2.1.1.7.5. Drill down analyses to identify Pediatric Members with high risk and high utilization that drive costs.
- 13.1.3.2.1.1.7.6. Grouping Pediatric Members by one or more key attributes, including risk level, comorbidities, and demographic and SDoH characteristics (see Exhibit D, Section 1.1.104) for the purpose of analyzing their impacts on PCMP total cost of care.
- 13.1.3.2.1.1.8. The ability to conduct the following types of analyses:
 - 13.1.3.2.1.1.8.1. At a minimum, the Primary Care Data Sharing Analytics Solution for the Pediatric APM Program shall allow the Department, care coordinators, and Providers to conduct the following types of analyses:
 - 13.1.3.2.1.1.8.1.1. Evaluation of how the Provider compares to peers in terms of total risk-adjusted costs and risk-adjusted costs by service category (e.g., inpatient, outpatient (physician visits, ER), tests, procedures, pharmacy) for each chronic condition.
 - 13.1.3.2.1.1.8.1.2. Drill down analyses of individual claims within each service category defined with the Department's input to ensure completeness of claims data for the purpose of reviewing and identifying specific claims that drive costs, including relevant diagnosis, procedure, location, and other codes.

- 13.1.3.2.1.1.9. The ability to conduct drill down analyses with visualizations to guide Provider improvement interventions for Pediatric Members with high risk and high utilization that drive costs, which shall include all of the following information:
 - 13.1.3.2.1.1.9.1. Overall primary care E&M utilization.
 - 13.1.3.2.1.1.9.2. Pediatric Member-specific primary care E&M utilization.
 - 13.1.3.2.1.1.9.3. Relevant specialty care visit rates.
 - 13.1.3.2.1.1.9.4. Medication adherence, if included in the Department-approved Pediatric APM Program Design Document.
 - 13.1.3.2.1.1.9.5. Utilization rates for services that are key cost drivers.
- 13.1.3.2.1.1.10. The ability to identify and display CMS Child Core Measures Set where poor performance may contribute to high costs.
- 13.1.3.2.1.1.11. The ability to deliver any form of incentive payment information.
- 13.1.3.2.1.1.12. The ability to use clinical data to identify when an episode is triggered if made available by the Department.
- 13.1.3.2.1.1.13. Any additional requirements as agreed upon by the Department and Contractor.
- 13.1.3.2.1.2. DELIVERABLE: Primary Care Data Sharing Analytics Solution for the Pediatric APM Program
- 13.1.3.2.1.3. DUE: As identified in the Project Schedule
- 13.1.3.2.2. Contractor shall update the Primary Care Data Sharing Analytics Solution for the Pediatric APM Program monthly with the latest claims data for Users to monitor recent changes in Pediatric Member health care costs and utilization.
- 13.1.3.2.3. Contractor shall aggregate Primary Care Data Sharing Analytics Solution for the Pediatric APM Program data to the RAE level and shall disseminate these RAE-level Dashboards to each of the corresponding RAEs.
- 13.1.3.2.4. Contractor shall interview the Department's identified SMEs to define the content, functionality, and format of the Primary Care Data Sharing Analytics Solution for the Pediatric APM Program and the Primary Care Data Sharing Analytics Solution for the Pediatric APM Program's associated data.
- 13.1.3.2.5. For each Provider, and aggregated by RAE Region for each RAE, Contractor shall provide performance feedback reports in the Primary Care Data Sharing Analytics Solution for the Pediatric APM Program:
 - 13.1.3.2.5.1. Each report for Pediatric Members shall contain all of the following information:
 - 13.1.3.2.5.1.1. Simple and intuitive graphics that include clear labels and explanations of source data of cost and quality of care performance for each chronic condition and quality of care for Pediatric Members, compared to peers.
 - 13.1.3.2.5.1.2. Actionable information to facilitate improvement interventions, including a summary of the drivers of performance measurement results for each chronic

condition and for pediatric care, which include overutilization or underutilization of services and SDoH.

- 13.1.3.2.5.1.3. Access to a report of gaps in care for each chronic condition and for Pediatric Members.
- 13.1.3.2.5.1.4. Member leakage rate with demographic characteristics of patients that left the Provider practice.
- 13.1.3.2.5.1.5. Gain/risk share amounts with supporting calculations for management of chronic conditions.
- 13.1.3.3. Stabilization within Contractor's Technology Solution
 - 13.1.3.3.1. Contractor shall support the Primary Care Data Sharing Analytics Solution for the Pediatric APM Program implementation and Go-Live within the Contractor's Technology Solution.
 - 13.1.3.3.2. Contractor shall create a Pediatric APM Program Implementation Plan.
 - 13.1.3.3.2.1. The Pediatric APM Program Implementation Plan shall include all of the following:
 - 13.1.3.3.2.1.1. The identification of all necessary steps required to bring the Primary Care Data Sharing Analytics Solution for the Pediatric APM Program to Go-Live within the Contractor's Technology Solution.
 - 13.1.3.3.2.1.2. A plan to manage the Primary Care Data Sharing Analytics Solution for the Pediatric APM Program implementation.
 - 13.1.3.3.2.1.3. A plan to manage the Primary Care Data Sharing Analytics Solution for the Pediatric APM Program operations as defined in the Department-approved Pediatric Model Design Document.
 - 13.1.3.3.2.1.4. A plan to implement a pilot program that may include all Providers, during which payments may be made, and which pilot program shall not exceed one year in duration.
 - 13.1.3.3.2.2. DELIVERABLE: Pediatric APM Program Implementation Plan
 - 13.1.3.3.2.3. DUE: As identified in the Project Schedule
 - 13.1.3.3.3. If requested by the Department, Contractor shall attend meetings as requested with CMS to negotiate State Plan and provide clarifying language about the methodology to support the Department in obtaining approval for a State Plan Amendment or Medical Services Board rule to operate the Pediatric APM Program.
 - 13.1.3.3.3.1. DELIVERABLE: CMS Meeting Attendance
 - 13.1.3.3.3.2. DUE: As identified in the Department's request for Contractor to attend each meeting
- 13.1.3.3.4. Contractor shall create a Pediatric APM Program Management Tracker.
 - 13.1.3.3.4.1. The Pediatric APM Program Management Tracker shall include all of the following:
 - 13.1.3.3.4.1.1. Identification of Provider communications and concerns.

- 13.1.3.3.4.1.2. Identification of claims payment issues.
- 13.1.3.3.4.1.3. Proposed solutions to all identified Provider communications and concerns and Primary Care Data Sharing Analytics Solution for the Pediatric APM Program issues required in order to achieve the Primary Care Data Sharing Analytics Solution for the Pediatric APM Program Go-Live.
- 13.1.3.3.4.1.4. Validation and reporting on the Pediatric APM Program claims payment accuracy of payments made to Providers.
- 13.1.3.3.4.2. DELIVERABLE: Pediatric APM Program Management Tracker
- 13.1.3.3.4.3. DUE: Monthly, as identified in the Project Schedule
- 13.1.3.4. Operations within Contractor's Technology Solution
 - 13.1.3.4.1. Notwithstanding any provision in the Contract to the contrary, Contractor shall review, update, and submit a Revised Provider Payment Rate Communications Materials for Department review and approval. The requirements of the Provider Payment Rate Communications Materials are identified at Sections 13.1.3.1.13.1 through 13.1.3.1.13.1.2.
 - 13.1.3.4.1.1. DELIVERABLE: Revised Provider Payment Rate Communications Materials
 - 13.1.3.4.1.2. DUE: Annually, as identified in the Project Schedule
 - 13.1.3.4.1.3. After receiving the Department's approval of the Revised Provider Payment Rate Communications Materials, Contractor shall send the Department-approved Revised Provider Payment Rate Communications Materials to Providers.
 - 13.1.3.4.2. Contractor shall create a Final Aggregated Performance Report.
 - 13.1.3.4.2.1. The Final Aggregated Performance Report shall include all of the following:
 - 13.1.3.4.2.1.1. The measurements of Provider performance against the most recent Department-approved Quality Thresholds and summarize results of how Providers performed against the most recent Department-approved Quality Thresholds using Health First Colorado claims and Electronic Clinical Quality Measure information from clinical data and provided by the Department, if applicable.
 - 13.1.3.4.2.1.2. The reconciliation of any prospective payment amount to the Fee-for-Service billed amount using Health First Colorado claims data, including a summarization of any overpayments or underpayments.
 - 13.1.3.4.2.1.3. The reconciliation of any form of incentive payments or shared savings using Health First Colorado claims data against cost and quality performance, including a summary of Provider performance in financial savings.
 - 13.1.3.4.2.1.4. Analysis of Health First Colorado claims regarding the causes that drive Health First Colorado Pediatric Member outcomes, and the identification of levers Providers are using to be successful in the Pediatric APM Program.
 - 13.1.3.4.2.2. DELIVERABLE: Final Aggregated Performance Report
 - 13.1.3.4.2.3. DUE: Annually, as identified in the Project Schedule
 - 13.1.3.4.3. Contractor shall create Final Provider Performance Reports.

- 13.1.3.4.3.1. The Final Provider Performance Reports shall include all of the following:
 - 13.1.3.4.3.1.1. Show the total financial impact to the Provider.
 - 13.1.3.4.3.1.2. Show the Provider's quality performance compared to the Provider's Quality Threshold.
 - 13.1.3.4.3.1.3. Show the Provider where the Provider stands compared to other Providers.
 - 13.1.3.4.3.1.4. Identify how the Provider can improve the Provider's performance.
 - 13.1.3.4.3.1.5. Show the Provider what the Provider was paid in the Pediatric APM Program compared to what the Provider would have been paid under a Fee-for-Service.
 - 13.1.3.4.3.1.6. Any shared savings generated in the Pediatric APM Program.
- 13.1.3.4.3.2. **DELIVERABLE:** Final Provider Performance Reports
- 13.1.3.4.3.3. **DUE:** Annually, as identified in the Project Schedule
- 13.1.3.4.3.4. Contractor shall deliver all Department-approved Final Provider Performance Reports directly to Providers enrolled in the Pediatric APM Program.
- 13.1.3.4.4. Contractor shall create a version of the Final Aggregated Performance Report which the Department will post on the Department's external website.
 - 13.1.3.4.4.1. The External Facing Model Performance Report shall summarize in writing and numerically model performance in terms of impact on Pediatric Member outcomes, Provider quality metric performance, and the positive or negative financial impacts of the Pediatric APM Program.
 - 13.1.3.4.4.1.1. **DELIVERABLE:** External Facing Model Performance Report
 - 13.1.3.4.4.1.2. **DUE:** Annually, no later than as identified in the Project Schedule
- 13.1.3.5. On-Going Pediatric APM Program Stakeholder Engagement to Determine Enhancements within Contractor's Technology Solution
 - 13.1.3.5.1. Contractor shall hold an annual Stakeholder engagement process to seek feedback from Stakeholders regarding improving the Pediatric APM Program. At a minimum, Contractor shall host four webinars each SFY throughout the Term of the Contract.
 - 13.1.3.5.1.1. Contractor shall create unique slide presentations and agenda to present at each webinar.
 - 13.1.3.5.1.1.1. Each unique slide presentation and agenda shall include all of the following:
 - 13.1.3.5.1.1.1.1. An overview of Pediatric APM Program details.
 - 13.1.3.5.1.1.1.2. A question-and-answer session.
 - 13.1.3.5.1.1.1.3. A discussion about any recommendations and updates to the Pediatric APM Program that the Department has approved.
 - 13.1.3.5.1.1.1.4. A list of agenda topics to discuss at each webinar.
 - 13.1.3.5.1.1.2. **DELIVERABLE:** Slide Presentation and Agenda
 - 13.1.3.5.1.1.3. **DUE:** Three Business Days prior to each webinar
 - 13.1.3.5.1.2. Contractor shall take Meeting Minutes during each webinar.

- 13.1.3.5.1.2.1. Each Meeting Minutes document shall include all of the following:
 - 13.1.3.5.1.2.1.1. List of attendees.
 - 13.1.3.5.1.2.1.2. Summary of agenda items.
 - 13.1.3.5.1.2.1.3. Question-and-answer and comment log for any Stakeholder questions or comments, as well as answers made by webinar presenters.
 - 13.1.3.5.1.2.1.4. Chat log for written comments.
 - 13.1.3.5.1.2.1.5. Action items or next steps identified during the webinar.
- 13.1.3.5.1.2.2. DELIVERABLE: Webinar Meeting Minutes
- 13.1.3.5.1.2.3. DUE: Three Business days after each webinar
- 13.1.3.5.1.3. Contractor shall summarize the results of the annual Stakeholder engagement process in a Pediatric APM Program Annual Stakeholder Engagement Report. The Pediatric APM Program Annual Stakeholder Engagement Report shall include, at a minimum, all of the following:
 - 13.1.3.5.1.3.1. Summarize Stakeholder feedback and perform thematic analysis of trends in Stakeholder feedback.
 - 13.1.3.5.1.3.2. Identify areas of potential improvement for the Pediatric APM Program based on Stakeholder feedback.
 - 13.1.3.5.1.3.3. Identify areas where Stakeholders give positive feedback on the Pediatric APM Program.
 - 13.1.3.5.1.3.4. DELIVERABLE: Pediatric APM Program Annual Stakeholder Engagement Report
 - 13.1.3.5.1.3.5. DUE: As identified in the Project Schedule
- 13.1.3.6. Pediatric APM Program Close-Out and Transition Requirements within Contractor's Technology Solution
 - 13.1.3.6.1. Contractor shall develop a Primary Care Close-Out Report for the Pediatric APM Program.
 - 13.1.3.6.1.1. The Primary Care Close-Out Report for the Pediatric APM Program shall include all of the following:
 - 13.1.3.6.1.1.1. Methodology changes.
 - 13.1.3.6.1.1.2. Updates that have been implemented to date.
 - 13.1.3.6.1.1.3. Current Pediatric APM Program model designs and methodologies.
 - 13.1.3.6.1.1.4. A summary of Stakeholder feedback and lessons learned.
 - 13.1.3.6.1.2. DELIVERABLE: Primary Care Close-Out Report
 - 13.1.3.6.1.3. DUE: As identified in the Project Schedule
 - 13.1.3.6.2. Contractor shall develop a Primary Care Transition Plan for the Pediatric APM Program for purposes of shifting the Pediatric APM Program's ongoing and future operations to the Department and/or to a different contractor of the Department's choosing, in the Department's sole discretion.

- 13.1.3.6.2.1. The Primary Care Transition Plan for the Pediatric APM Program shall include all of the following:
 - 13.1.3.6.2.1.1. Procedural documentation timelines for updates.
 - 13.1.3.6.2.1.2. Data analytics and Dashboard maintenance schedules and monitoring strategies, summarized from the most recent Department-approved Updated Provider Data Status Report and the most recent Department-approved Updated Primary Care Data Sharing Analytics Solution for the Pediatric APM Program Data Report.
 - 13.1.3.6.2.1.3. Provider enrollment monitoring summarized from the Department-approved Enrollment Summary Report, including methods of tracking Provider enrollment and current status of the Pediatrics APM.
 - 13.1.3.6.2.1.4. Descriptions of how to maintain the Primary Care Data Analytics Solution for the Pediatric APM Program, including a step-by-step process guide.
 - 13.1.3.6.2.1.5. Descriptions of how to monitor Pediatric Member attribution to the Pediatric APM Program and the Primary Care Data Analytics Solution for the Pediatric APM Program.
 - 13.1.3.6.2.1.6. Quality Threshold and Payment Rate reconciliation.
 - 13.1.3.6.2.1.7. Any elements that require sunset or otherwise will cease operations.
- 13.1.3.6.2.2. DELIVERABLE: Primary Care Transition Plan for the Pediatric APM Program
- 13.1.3.6.2.3. DUE: As identified in the Project Schedule
- 13.1.3.7. Enhancements within Contractor's Technology Solution
 - 13.1.3.7.1. Notwithstanding any provision in the Contract to the contrary, Contractor shall review, update, and submit a Revised Payment Rates for Department review and approval.
 - 13.1.3.7.1.1. Each Revised Payment Rates shall include all of the following:
 - 13.1.3.7.1.1.1. An update based on the results of the Pediatric APM Program Annual Stakeholder Engagement Report.
 - 13.1.3.7.1.1.2. Changes to the Payment Rates based on the latest available calendar year claims data.
 - 13.1.3.7.1.1.3. An update based on changes in Pediatric Member utilization of services.
 - 13.1.3.7.1.1.4. A population risk adjustment model based on Pediatric Member utilization and diagnosis information, in which SDoH shall be used to update the Revised Payment Rates.
 - 13.1.3.7.1.1.5. Inclusion of updated Quality Thresholds based on quality performance in the Final Aggregated Performance Report.
 - 13.1.3.7.1.2. DELIVERABLE: Revised Payment Rates
 - 13.1.3.7.1.3. DUE: Annually, as identified in the Project Schedule

- 13.1.3.7.2. Notwithstanding any provision in the Contract to the contrary, Contractor shall review, update, and submit Revised Quality Thresholds for Department review and approval.
- 13.1.3.7.2.1. Each Revised Quality Thresholds shall include all of the following:
 - 13.1.3.7.2.1.1. An update based on the result of the Pediatric APM Program Annual Stakeholder Engagement Report.
 - 13.1.3.7.2.1.2. An update based on Provider performance against the previous year's Quality Thresholds.
 - 13.1.3.7.2.1.3. An update based on the most recently released nationally recognized quality measures or CMS Child Core Measures.
 - 13.1.3.7.2.1.4. Inclusion of updated Quality Thresholds based on quality performance in the Final Aggregated Performance Report.
- 13.1.3.7.2.2. DELIVERABLE: Revised Quality Thresholds
- 13.1.3.7.2.3. DUE: Annually, as identified in the Project Schedule
- 13.1.3.7.2.4. After receiving the Department's approval of each Revised Quality Thresholds, Contractor shall send the Revised Quality Thresholds to Providers enrolled in Health First Colorado.
- 13.1.3.8. On-Going Primary Care Data Sharing Analytics Solution for the Pediatric APM Program M&O
 - 13.1.3.8.1. Contractor shall update analytics shared with Providers through the Primary Care Data Sharing Analytics Solution for the Pediatric APM Program at minimum on a monthly basis, or as otherwise requested by the Department, to provide regular, consistent updates on care delivery and to support Provider success in the Pediatric APM Program. Contractor shall deliver an Updated Provider Data Report to the Department upon completion of the data update.
 - 13.1.3.8.1.1. The Updated Provider Data Report shall include all of the following:
 - 13.1.3.8.1.1.1. A summary of all changes made to the data and analytics in the Primary Care Data Sharing Analytics Solution for the Pediatric APM Program.
 - 13.1.3.8.1.1.2. A table of updated or refreshed source data included in the Primary Care Data Sharing Analytics Solution for the Pediatric APM Program.
 - 13.1.3.8.1.2. DELIVERABLE: Updated Provider Data Status Report
 - 13.1.3.8.1.3. DUE: As identified in the Project Schedule
 - 13.1.3.8.2. Contractor shall create a Primary Care Data Sharing Analytics Solution for the Pediatric APM Program Change Report.
 - 13.1.3.8.2.1. The Primary Care Data Sharing Analytics Solution for the Pediatric APM Program Change Report shall summarize all technical changes, including Defects and other Department-requested changes, made to the Primary Care Data Sharing Analytics Solution for the Pediatric APM Program.
 - 13.1.3.8.2.2. DELIVERABLE: Primary Care Data Sharing Analytics Solution Change Report for the Pediatric APM Program

13.1.3.8.2.3. DUE: As identified in the Project Schedule

13.2. Maternity Bundled Payment Program Requirements

13.2.1. Development within Contractor's Technology Solution

13.2.1.1. Background Research and On-boarding

13.2.1.1.1. Contractor shall create a Maternity Bundled Payment Program Operational Transition Plan with the Department's Existing Actuarial Contractor. The Department will provide Contractor with detailed documentation of the current Maternity Bundled Payment Program operations. With the exception of any proprietary information, this documentation includes, where applicable, access to the necessary software licenses, data models, calculation models, and reporting formats and dashboards. If a current Department third-party contractor is currently operating the Maternity Bundled Payment Program, the Department will make the current Department third-party contractor and associated materials available to Contractor.

13.2.1.1.1.1. The Maternity Bundled Payment Program Operational Transition Plan shall include all of the following:

13.2.1.1.1.1.1. Identify knowledge areas that require transition from the Department's Existing Actuarial Contractor to Contractor.

13.2.1.1.1.1.2. Identify all data files and Maternity Bundled Payment Program documentation that require transition from the Department's Existing Actuarial Contractor to Contractor.

13.2.1.1.1.1.3. An implementation process to take over the Department's Existing Actuarial Contractor's work through Contractor's Technology Solution, which shall include all of the following:

13.2.1.1.1.1.3.1. Threshold setting and updating methodology.

13.2.1.1.1.1.3.2. Quality measure goal setting and updating methodology.

13.2.1.1.1.1.3.3. Performance reporting methodology.

13.2.1.1.1.1.3.4. Payment reconciliation methodology.

13.2.1.1.1.1.4. A timeline to complete all activities in the Maternity Bundled Payment Program Operational Transition Plan.

13.2.1.1.1.2. **DELIVERABLE:** Maternity Bundled Payment Program Operation Transition Plan

13.2.1.1.1.3. DUE: As identified in the Project Schedule

13.2.1.2. Maternity Bundled Payment Program Evaluation and Improvement

13.2.1.2.1. Contractor shall create a Maternity Bundled Payment Program Evaluation Plan.

13.2.1.2.1.1. The Maternity Bundled Payment Program Evaluation Plan shall include, at a minimum, all of the following:

13.2.1.2.1.1.1. The identification of the steps required to determine how effectively and efficiently the Maternity Bundled Payment Program has been in meeting its goals over a period of time that is not less than Maternity Bundled Payment Program Year 1 and Maternity Bundled Payment Program Year 2.

- 13.2.1.2.1.1.2. The identification of the goals of the evaluation identified in Section 13.2.1.2.1.1.1.
- 13.2.1.2.1.1.3. The development of the evaluation methodology that Contractor will use to conduct the evaluation identified in Section 13.2.1.2.1.1.1.
- 13.2.1.2.1.1.4. The identification of the data, information, and Providers required to conduct the evaluation identified in Section 13.2.1.2.1.1.1.
- 13.2.1.2.1.1.5. A timeline of developing and executing the evaluation identified in Section 13.2.1.2.1.1.1.
- 13.2.1.2.1.2. DELIVERABLE: Maternity Bundled Payment Program Evaluation Plan
- 13.2.1.2.1.3. DUE: As identified in the Project Schedule
- 13.2.1.2.2. Contractor shall evaluate the Maternity Bundled Payment Program in compliance with the Maternity Bundled Payment Program Evaluation Plan after obtaining the Department's approval of the Maternity Bundled Payment Program Evaluation Plan.
- 13.2.1.2.3. Contractor shall create a Maternity Bundled Payment Program Evaluation Report.
- 13.2.1.2.3.1. The Maternity Bundled Payment Program Evaluation Report shall include, at a minimum, all of the following:
 - 13.2.1.2.3.1.1. Improvement recommendations based on Contractor's evaluation results obtained per Section 13.2.1.2.2.
 - 13.2.1.2.3.1.2. An evaluation of the current components of the Maternity Bundled Payment Program, including:
 - 13.2.1.2.3.1.2.1. Existing cost thresholds setting and quality measure goal-setting methodologies.
 - 13.2.1.2.3.1.2.2. Existing quality measure set, including health equity measures, keeping Maternity Bundled Payment Program focus on CMS Core Measures where appropriate.
 - 13.2.1.2.3.1.2.3. Existing episode definition and Maternity Bundled Payment Program scope.
 - 13.2.1.2.3.1.2.4. Existing incentive payment methodology.
 - 13.2.1.2.3.1.3. An evaluation of the outcomes of the Maternity Bundled Payment Program, including:
 - 13.2.1.2.3.1.3.1. Maternity Bundled Payment Program outcomes regarding health and cost, which compares the Maternity Bundled Payment Program's outcomes to comparable programs run by other state Medicaid departments or agencies and with private payers.
 - 13.2.1.2.3.1.3.2. Maternity Bundled Payment Program outcomes regarding quality outcomes, which compares the Maternity Bundled Payment Program's outcomes to comparable programs run by other state Medicaid departments or agencies and with private payers.
 - 13.2.1.2.3.1.3.3. Maternity Bundled Payment Program outcomes regarding equity-related outcomes, which compares the Maternity Bundled Payment Program's

outcomes to comparable programs run by other state Medicaid departments or agencies and with private payers.

- 13.2.1.2.3.2. DELIVERABLE: Maternity Bundled Payment Program Evaluation Report
- 13.2.1.2.3.3. DUE: As identified in the Project Schedule
- 13.2.1.2.3.4. Contractor shall make improvements in Contractor's Technology Solution to the Maternity Bundled Payment Program methodology based on the Department-approved Maternity Bundled Payment Program Evaluation Report.
- 13.2.1.3. Data Analytics within Contractor's Technology Solution
 - 13.2.1.3.1. Contractor shall develop a customizable Maternity Bundled Payment Program Data Sharing and Analytics Solution ("Portal/Dashboard").
 - 13.2.1.3.1.1. The Portal/Dashboard shall include, at a minimum, all of the following:
 - 13.2.1.3.1.1.1. A secured portal that provides an interactive data analytic Dashboard for each participating Provider.
 - 13.2.1.3.1.1.2. A secured portal that provides an interactive data analytic Dashboard for the Department.
 - 13.2.1.3.1.1.3. Ability to provide timely and actionable performance data on episode volume.
 - 13.2.1.3.1.1.4. Ability to provide timely and actionable performance data on episode cost.
 - 13.2.1.3.1.1.5. Ability to provide timely and actionable performance data on quality metrics.
 - 13.2.1.3.1.1.6. Ability to provide timely and actionable performance data on avoidable clinical events (e.g., volume and value).
 - 13.2.1.3.1.1.7. Episode and service volume analytics and reporting ability.
 - 13.2.1.3.1.1.8. Episode cost analytics and reporting ability.
 - 13.2.1.3.1.1.9. Quality metrics analytics and reporting ability.
 - 13.2.1.3.1.1.10. Health equity metrics analytics and reporting ability (e.g., racial group breakdown).
 - 13.2.1.3.1.1.11. Claim data breakdown (e.g., analytics and reporting) ability and clinical data integration ability.
 - 13.2.1.3.1.1.12. Gap analysis and performance comparison ability (e.g., episode cost and care quality).
 - 13.2.1.3.1.1.13. Transferability by Contractor to the Department and/or another contractor selected by the Department, in the Department's sole discretion, to be the contractor after the termination of the Contract.
 - 13.2.1.3.1.1.14. Transferability to a future maternity APM to the extent possible.
 - 13.2.1.3.1.1.15. The ability to provide training, operational, and technical support to Providers and the Department.
 - 13.2.1.3.1.2. DELIVERABLE: Maternity Bundled Payment Program Data Sharing Solution ("Portal/Dashboard")
 - 13.2.1.3.1.3. DUE: As identified in the Project Schedule

13.2.2. Stabilization and Initial Release within Contractor's Technology Solution

- 13.2.2.1. Contractor shall update existing public-facing Maternity Bundled Payment Program documentation and information (currently available at: <https://hcpf.colorado.gov/bundled-payments>) with the latest Maternity Bundled Payment Program updates, including: Program Specifications; Maternity Definition; and Frequently Asked Questions.
 - 13.2.2.1.1. Contractor's updates to the existing public-facing Maternity Bundled Payment Program documentation and information shall match the program methodology improvement (identified in Section 13.2.1.2.3.4) made through Contractor's Technology Solution.
 - 13.2.2.1.2. DELIVERABLE: Updated Public-Facing Maternity Bundled Payment Program Documentation and Information
 - 13.2.2.1.3. DUE: As identified in the Project Schedule
- 13.2.2.2. Maternity Bundled Payment Program Stakeholder Engagement
 - 13.2.2.2.1. Contractor shall create a Provider Recruitment Outreach Strategy for the purpose of recruiting additional eligible Providers to join the Maternity Bundled Payment Program and to make enhancements to the Contractor's Technology Solution.
 - 13.2.2.2.1.1. The Provider Recruitment Outreach Strategy shall include all of the following:
 - 13.2.2.2.1.1.1. Proposed outreach methods.
 - 13.2.2.2.1.1.2. Proposed outreach activities.
 - 13.2.2.2.1.1.3. Proposed list of outreach materials.
 - 13.2.2.2.1.1.4. A timeline of implementation.
 - 13.2.2.2.1.1.5. The identification of targeted audiences.
 - 13.2.2.2.1.1.6. The identification of expected recruitment outcomes.
 - 13.2.2.2.1.2. DELIVERABLE: Provider Recruitment Outreach Strategy
 - 13.2.2.2.1.3. DUE: As identified in the Project Schedule
 - 13.2.2.2.2. Contractor shall create Provider Recruitment Outreach Materials based on the list identified in the Department-approved Provider Recruitment Outreach Strategy that will be used in Contractor's outreach activities.
 - 13.2.2.2.2.1. Provider Recruitment Outreach Materials shall include, at a minimum, all of the following:
 - 13.2.2.2.2.1.1. Key Maternity Bundled Payment Program information, including a description of the Maternity Bundled Payment Program, the minimum requirements to participate in the Maternity Bundled Payment Program, and the mechanics of enrolling in the Maternity Bundled Payment Program.
 - 13.2.2.2.2.1.2. Key recruitment messaging, including the benefits to the Provider for participating in the Maternity Bundled Payment Program.

- 13.2.2.2.2.1.3. An overview of how Contractor's Technology Solution, how utilizing Contractor's Technology Solution benefits provides, and how providers can make recommendations to enhance Contractor's Technology Solution.
- 13.2.2.2.2.2. Provider Recruitment Outreach Material shall be created using media that matches the channel by which it will be distributed (e.g., email or print) or otherwise made available (e.g., downloadable documents or viewable videos).
- 13.2.2.2.2.3. DELIVERABLE: Provider Recruitment Outreach Materials
- 13.2.2.2.2.4. DUE: As identified in the Project Schedule
- 13.2.2.2.3. Contractor shall plan and facilitate at least two Maternity Bundled Payment Program-promoting webinars per Maternity Bundled Payment Program Year.
 - 13.2.2.2.3.1. Each webinar shall provide all of the following information:
 - 13.2.2.2.3.1.1. Explanations about the most recent Maternity Bundled Payment Program achievements.
 - 13.2.2.2.3.1.2. Maternity Bundled Payment Program updates.
 - 13.2.2.2.3.1.3. Explanations about Maternity Bundled Payment Program details.
 - 13.2.2.2.3.1.4. Discussion about the Maternity Bundled Payment Program participation process.
 - 13.2.2.2.3.1.5. An overview of how Contractor's Technology Solution, how utilizing Contractor's Technology Solution benefits provides, and how providers can make recommendations to enhance Contractor's Technology Solution.
 - 13.2.2.2.3.1.6. DELIVERABLE: Maternity Bundled Payment Program Webinars
 - 13.2.2.2.3.1.7. DUE: As identified in the Project Schedule
 - 13.2.2.2.3.2. Contractor shall create presentation slides and agenda to present at each webinar.
 - 13.2.2.2.3.2.1.1. Each unique slide presentation and agenda shall include all of the following:
 - 13.2.2.2.3.2.1.1.1. An overview of the Maternity Bundled Payment Program details.
 - 13.2.2.2.3.2.1.1.2. A question-and-answer session.
 - 13.2.2.2.3.2.1.1.3. A discussion about any recommendations, updates to the Maternity Bundled Payment Program and updates to the Contractor's Technology Solution that the Department has approved.
 - 13.2.2.2.3.2.1.1.4. A list of agenda topics to discuss at each webinar.
 - 13.2.2.2.3.2.1.2. DELIVERABLE: Presentation Slides and Agenda
 - 13.2.2.2.3.2.1.3. DUE: No later than five Business Days prior to each webinar
- 13.2.2.2.3.3. Contractor shall take Meeting Minutes during each webinar.
 - 13.2.2.2.3.3.1. Each Meeting Minutes document shall include all of the following:
 - 13.2.2.2.3.3.1.1. List of attendees.
 - 13.2.2.2.3.3.1.2. Summary of agenda items.

- 13.2.2.2.3.3.1.3. Question-and-answer and comment log for any Stakeholder questions or comments, as well as answers made by webinar presenters.
- 13.2.2.2.3.3.1.4. Chat log for written comments.
- 13.2.2.2.3.3.1.5. Action items or next steps identified during the webinar.
- 13.2.2.2.3.3.2. DELIVERABLE: Webinar Meeting Minutes
- 13.2.2.2.3.3.3. DUE: No later than Three Business Days after each webinar
- 13.2.2.2.4. Contractor shall conduct, at a minimum, a total of four Stakeholder engagement activities, including, at minimum, two engagement activities with Internal Stakeholders, which Internal Stakeholders will be identified by the Department and communicated to Contractor, and, at minimum, two engagement activities with External Stakeholders., which External Stakeholders will be identified by the Department and communicated to Contractor. Stakeholder engagement activities can be a combination of interviews and surveys.
- 13.2.2.2.4.1. DELIVERABLE: Maternity Bundled Payment Program Feedback Collection Activities for both Internal Stakeholders and External Stakeholders
- 13.2.2.2.4.2. DUE: As identified in the Project Schedule
- 13.2.2.2.4.3. DELIVERABLE: Summary of Stakeholder Feedback for both Internal Stakeholders and External Stakeholders
- 13.2.2.2.4.4. DUE: As identified in the Project Schedule
- 13.2.3. Operations of Contractor's Technology Solution
- 13.2.3.1. Contractor shall create Quarterly Provider Performance Reports for each Provider by using the existing reporting methodology created by the Department's Existing Actuarial Contractor through Contractor's Technology Solution for each existing Provider. The Department will provide to Contractor the Provider list that Contractor shall use as part of the Quarterly Provider Performance Report.
- 13.2.3.1.1. Each Quarterly Provider Performance Report for each Provider shall include all of the following:
 - 13.2.3.1.1.1. Quarterly episode cost performance.
 - 13.2.3.1.1.2. Quarterly quality measure performance.
 - 13.2.3.1.1.3. Quarterly equity measure performance.
- 13.2.3.1.2. DELIVERABLE: Quarterly Provider Performance Report
- 13.2.3.1.3. DUE: Once each quarter during every Maternity Bundled Payment Program Year, as identified in the Project Schedule
- 13.2.3.2. Contractor shall develop Initial Cost Thresholds and Quality Goals for each Provider that is interested in joining the Maternity Bundled Payment Program by using the existing program methodology created by the Department's Existing Actuarial Contractor. The Department will provide the data from the Department's data warehouse that is required for Contractor to develop Initial Cost Thresholds and Quality Goals.
- 13.2.3.2.1. DELIVERABLE: Initial Cost Thresholds and Quality Goals

- 13.2.3.2.2. DUE: Annually, as identified in the Project Schedule
- 13.2.3.3. For all Providers enrolled in the Maternity Bundled Payment Program, Contractor shall update the cost thresholds annually by using the existing threshold setting methodology created by the Department's Existing Actuarial Contractor. The Department will provide the data file required for each Maternity Bundled Payment Program Year's annual cost thresholds update.
 - 13.2.3.3.1. DELIVERABLE: Annual Provider Episode Cost Thresholds Update
 - 13.2.3.3.2. DUE: Annually, as identified in the Project Schedule
- 13.2.3.4. For all Providers enrolled in the Maternity Bundled Payment Program, Contractor shall update the quality goals annually by using the existing quality goal setting methodology created by the Department's Existing Actuarial Contractor. The Department will provide the data file required for each year's annual quality goals update.
 - 13.2.3.4.1. DELIVERABLE: Annual Provider Quality Goals Update
 - 13.2.3.4.2. DUE: Annually, as identified in the Project Schedule
- 13.2.3.5. Contractor shall reconcile all claims for each participating Provider annually and provide an Annual Maternity Bundled Payment Program Reconciliation Report for each participating Provider.
 - 13.2.3.5.1. Each Annual Maternity Bundled Payment Program Reconciliation Report shall include, at a minimum, all of the following information:
 - 13.2.3.5.1.1. Annual episode utilization data with quarterly data breakdown.
 - 13.2.3.5.1.2. Each Provider's standing in relation to each Provider's quarterly cost performance and to each Provider's annual thresholds, as identified in Section 13.2.3.3 through 13.2.3.3.1.
 - 13.2.3.5.1.3. Each Provider's standing regarding the difference in episode cost and number of services provided among racial groups with aggregated difference in episode cost and number of services provided between white and non-white patients.
 - 13.2.3.5.1.4. Analysis of cost drivers and identification of possible avoidable complications (such as hospitalizations and readmissions) with recommendations on areas to improve.
 - 13.2.3.5.1.5. Final annual shared savings and cost calculation based on cost and midwifery care usage.
 - 13.2.3.5.2. DELIVERABLE: Annual Maternity Bundled Payment Program Reconciliation Report for each Provider
 - 13.2.3.5.3. DUE: Annually, as identified in the Project Schedule
- 13.2.3.6. Maternity Bundled Payment Program Close-Out and Transition Requirement within Contractor's Technology Solution
 - 13.2.3.6.1. Provided that the New Maternity APM Program is not yet developed and implemented by the end of the Term of the Contract, Contractor shall develop a Maternity Bundled Payment Program Operation Transition Plan to shift Maternity Bundled Payment Program operations from Contractor to the Department and/or

another contractor selected by the Department, in the Department's sole discretion, to be the contractor after the termination of the Contract.

- 13.2.3.6.1.1. The Maternity Bundled Payment Program Operation Transition Plan shall include all of the following:
 - 13.2.3.6.1.1.1. Identification of knowledge areas that need to be transferred.
 - 13.2.3.6.1.1.2. Identification of data or Maternity Bundled Payment Program files that need to be transferred.
 - 13.2.3.6.1.1.3. Implementation timeline of the transition.
- 13.2.3.6.1.2. DELIVERABLE: Maternity Bundled Payment Program Operation Transition Plan
- 13.2.3.6.1.3. DUE: As identified in the Project Schedule
- 13.2.3.6.2. Provided that the New Maternity APM Program is developed during the Term of the Contract, the Contractor shall develop a Maternity Bundled Payment Program to New Maternity APM Program Transition Plan prior to the New Maternity APM Program's launch date.
 - 13.2.3.6.2.1. The Maternity Bundled Payment Program to New Maternity APM Program Transition Plan shall include, at a minimum of the following:
 - 13.2.3.6.2.1.1. Training materials that address the goals and operation details of the New Maternity APM Program.
 - 13.2.3.6.2.1.2. New Maternity APM Program participation requirements and process.
 - 13.2.3.6.2.2. DELIVERABLE: Maternity Bundled Payment Program to New Maternity APM Program Transition Plan
 - 13.2.3.6.2.3. DUE: As identified in the Project Schedule
- 13.3. New Maternity APM Program Requirements within Contractor's Technology Solution
 - 13.3.1. Stakeholder Engagement to Establish Requirements to Modify Contractor's Technology Solution
 - 13.3.1.1. Contractor shall develop an Existing Maternity APM Scoping Review Report regarding the existing APMs for maternity care in all other state Medicaid departments or agencies to identify options for model design.
 - 13.3.1.1.1. The Existing Maternity APM Scoping Review and Report shall include, at minimum, all of the following:
 - 13.3.1.1.1.1. The design features of each existing maternity APM administered by all other state Medicaid departments or agencies, including the stated goal of each existing maternity APM.
 - 13.3.1.1.1.2. The timeline of each maternity APM development in all other states, where available.
 - 13.3.1.1.1.3. Recommendations about successful and unsuccessful design features in achieving the stated goal of the maternity APM in each existing maternity APM in other states.

- 13.3.1.1.1.4. Recommendations about how the design features of each existing maternity APM in all other states could assist or inhibit achieving the stated goal of the Department's New Maternity APM Program as identified in the Department-approved Workgroup Summary Report.
- 13.3.1.1.2. DELIVERABLE: Existing Maternity APM Scoping Review Report
- 13.3.1.1.3. DUE: As identified in the Project Schedule
- 13.3.1.2. Contractor shall conduct research via publicly available sources and via the Department's claims data ingested pursuant to Sections 2.9 through 2.9.1.1.6 for the purpose of creating a Health Disparities Research Report on current disparities in maternal outcomes and maternal care service delivery among Health First Colorado Members.
 - 13.3.1.2.1. The Health Disparities Research Report shall include all of the following:
 - 13.3.1.2.1.1. Information about outcome and access disparities by race.
 - 13.3.1.2.1.2. Information about outcome and access disparities by ethnicity.
 - 13.3.1.2.1.3. Information about outcome and access disparities by geographic location.
 - 13.3.1.2.1.4. Areas of avoidable costs in maternal care for Health First Colorado Members.
 - 13.3.1.2.2. DELIVERABLE: Health Disparities Research Report
 - 13.3.1.2.3. DUE: As identified in the Project Schedule
- 13.3.1.3. Contractor shall facilitate a minimum of eight and a maximum of 12 virtual meetings with Stakeholders ("Stakeholder meetings") selected by the Department.
 - 13.3.1.3.1. Contractor shall schedule each Stakeholder meeting with Stakeholders selected by the Department and communicated to Contractor.
 - 13.3.1.3.2. The Stakeholder meetings shall review the Department-approved Health Disparities Research Report and the Department-approved Existing Maternity APM Scoping Review Report.
 - 13.3.1.3.3. As a group, all Stakeholder meetings will work to establish no more than three goals for the New Maternity APM Program.
 - 13.3.1.3.4. Provided that new or revised content will be presented, Contractor shall create a Draft Stakeholder Meeting Presentation prior to each Stakeholder meeting.
 - 13.3.1.3.4.1. The Draft Stakeholder Meeting Presentation shall include all of the following:
 - 13.3.1.3.4.1.1. Meeting Agenda and objectives.
 - 13.3.1.3.4.1.2. Meeting content.
 - 13.3.1.3.4.1.3. Questions for the Stakeholders for purposes of directing and guiding areas of Stakeholder feedback.
 - 13.3.1.3.4.2. DELIVERABLE: Draft Stakeholder Meeting Presentation
 - 13.3.1.3.4.3. DUE: At least seven days before each scheduled Stakeholder meeting
 - 13.3.1.3.4.4. Provided that Contractor prepares a Draft Stakeholder Meeting Presentation as identified in Sections 13.3.1.3.4 through 13.3.1.3.4.1.3, Contractor shall incorporate all edits and changes to the Draft Stakeholder Meeting Presentation, as directed by the Department, into the Final Stakeholder Meeting Presentation.

- 13.3.1.3.4.4.1. DELIVERABLE: Final Stakeholder Meeting Presentation
- 13.3.1.3.4.4.2. DUE: At least three days before each Stakeholder meeting
- 13.3.1.3.5. Contractor shall facilitate each meeting in compliance with the Department-approved Final Stakeholder Meeting Presentation.
- 13.3.1.3.6. Contractor shall record Stakeholder Meeting Minutes for each Stakeholder meeting.
- 13.3.1.3.6.1. Each Stakeholder Meeting Minutes shall include all of the following:
 - 13.3.1.3.6.1.1. The identification of meeting attendees.
 - 13.3.1.3.6.1.2. All feedback from meeting attendees.
 - 13.3.1.3.6.1.3. A description of action items, including responsible entity and target close date.
- 13.3.1.3.6.2. DELIVERABLE: Stakeholder Meeting Minutes
- 13.3.1.3.6.3. DUE: No later than seven Business Days after each Stakeholder meeting
- 13.3.1.4. Contractor shall create a Workgroup Summary Report that covers all Stakeholder meetings identified in Section 13.3.1.3.
- 13.3.1.4.1. The Workgroup Summary Report shall include all of the following:
 - 13.3.1.4.1.1. A thematic analysis that identifies and assesses patterns in qualitative data.
 - 13.3.1.4.1.2. An identification of action items from all Stakeholders meetings that require follow up.
 - 13.3.1.4.1.3. The agreed-upon goal of the New Maternity APM Program.
- 13.3.1.4.2. DELIVERABLE: Workgroup Summary Report
- 13.3.1.4.3. DUE: As identified in the Project Plan
- 13.3.1.5. Contractor shall facilitate a minimum of six virtual Model Design Team meetings to discuss proposed model design, which Model Design Team will include Department-selected Department Staff and Department-selected Stakeholders, which selected Department Staff and Stakeholders the Department will communicate to Contractor.
- 13.3.1.5.1. Contractor shall develop and deliver each presentation, schedule each meeting, and summarize dialogue and action items from each meeting.
- 13.3.1.5.2. Provided that new or revised content will be presented, Contractor shall create a Draft Model Design Team Meeting Presentation prior to each Model Design Team meeting.
 - 13.3.1.5.2.1. The Draft Model Design Team Meeting Presentation shall include the following:
 - 13.3.1.5.2.1.1. Meeting Agenda and objectives.
 - 13.3.1.5.2.1.2. Meeting content.
 - 13.3.1.5.2.1.3. Questions for the meeting participants to direct areas of feedback.
 - 13.3.1.5.2.2. DELIVERABLE: Draft Model Design Team Meeting Presentation
 - 13.3.1.5.2.3. DUE: At least seven Business Days before the first scheduled model design meeting

- 13.3.1.5.2.4. Provided that Contractor prepares a Draft Model Design Team Meeting Presentation as identified in Sections 13.3.1.5.2 through 13.3.1.5.2.4, Contractor shall incorporate all edits and changes to the Draft Model Design Team Meeting Presentation, as directed by the Department, into the Final Model Design Team Meeting Presentation.
- 13.3.1.5.2.4.1. DELIVERABLE: Final Model Design Team Meeting Presentation
- 13.3.1.5.2.4.2. DUE: At least three Business Days before the first scheduled Model Design Team meeting
- 13.3.1.5.3. Contractor shall facilitate each Model Design Team meeting in compliance with the Department-approved Final Meeting Presentation.
- 13.3.1.5.4. Contractor shall record Meeting Minutes for each Model Design Team meeting.
- 13.3.1.5.4.1. Each Model Design Team Meeting Minutes shall include all of the following:
 - 13.3.1.5.4.1.1. The identification of meeting attendees.
 - 13.3.1.5.4.1.2. All feedback from meeting attendees.
 - 13.3.1.5.4.1.3. A description of action items, including responsible entity and target close date.
- 13.3.1.5.4.2. DELIVERABLE: Model Design Team Meeting Minutes
- 13.3.1.5.4.3. DUE: No later than seven Business Days after each Model Design Team meeting.
- 13.3.2. New Maternity APM Program Design within Contractor's Technology Solution
- 13.3.2.1. Model Design
 - 13.3.2.1.1. Contractor shall make recommendations to the Department relating to the achievement of the goal identified in the Department-approved Workgroup Summary Report ("Design Recommendations").
 - 13.3.2.1.1.1. The Design Recommendations shall include, at a minimum, all of the following:
 - 13.3.2.1.1.1.1. Member attribution.
 - 13.3.2.1.1.1.2. Risk adjustment.
 - 13.3.2.1.1.1.3. Performance measures and thresholds.
 - 13.3.2.1.1.1.4. Episode trigger codes.
 - 13.3.2.1.1.1.5. Included services.
 - 13.3.2.1.1.1.6. Episode windows.
 - 13.3.2.1.1.1.7. SDoH.
 - 13.3.2.1.1.1.8. CMS Core Measure Set for Maternal and Perinatal Health.
 - 13.3.2.1.1.1.9. Feedback from the Stakeholder meetings.
 - 13.3.2.1.1.1.10. Feedback from the Model Design Team meetings.
 - 13.3.2.1.1.1.11. Findings from the Department-approved Stakeholder Interview Summary Report.

- 13.3.2.1.1.1.12. Findings from the Department-approved Existing Maternity APM Scoping Review Report.
- 13.3.2.1.1.1.13. Findings from the Department-approved Health Disparities Research Report.
- 13.3.2.1.1.2. DELIVERABLE: Design Recommendations
- 13.3.2.1.1.3. DUE: As identified in the Project Schedule
- 13.3.2.1.2. Contractor shall create a New Maternity APM Program Pilot Testing Plan.
- 13.3.2.1.2.1. The New Maternity APM Program Pilot Testing Plan shall include all of the following information:
 - 13.3.2.1.2.1.1. Details regarding the process for piloting the Department-approved Design Recommendations using simulations informed by real cost and Member outcome data.
 - 13.3.2.1.2.1.2. Criteria for determining shortcomings and issues in the Department-approved Design Recommendations.
 - 13.3.2.1.2.2. DELIVERABLE: New Maternity APM Program Pilot Testing Plan
 - 13.3.2.1.2.3. DUE: As identified in the Project Schedule
- 13.3.2.1.3. Contractor shall pilot the proposed New Maternity APM Program design prior to implementation in compliance with the Department-approved New Maternity APM Program Pilot Testing Plan.
- 13.3.2.1.4. After conducting the pilot process, Contractor shall create a Model Design Report.
- 13.3.2.1.4.1. The Model Design Report shall include all of the following:
 - 13.3.2.1.4.1.1. The final New Maternity APM Program design.
 - 13.3.2.1.4.1.2. The process of the New Maternity APM Program design, including alternative decisions and the reasons for dismissing those alternatives.
 - 13.3.2.1.4.1.3. Stakeholder feedback on the model design that arises during Model Design Team meetings and is recorded in the Model Design Team Meeting Meetings.
 - 13.3.2.1.4.1.4. The findings from the implementation of the pilot process, including any issues that may arise from the proposed design.
 - 13.3.2.1.4.1.5. Recommendations for addressing any issues that arise from implementation of the pilot process.
 - 13.3.2.1.4.1.6. Requirements for implementation.
- 13.3.2.1.4.2. DELIVERABLE: Model Design Report
- 13.3.2.1.4.3. DUE: As identified in the Project Schedule
- 13.3.3. New Maternity APM Program Data Sharing and Analytics within Contractor's Technology Solution
 - 13.3.3.1. Contractor shall develop Pilot Provider-Facing Reports for Department-selected Providers to share actionable information.
 - 13.3.3.1.1. The Pilot Provider-Facing Reports shall contain, at minimum, all of the following:

- 13.3.3.1.1.1. Areas of avoidable costs under the Department-approved Design Recommendations.
- 13.3.3.1.1.2. Data on Members' health outcomes and service access, stratified by race, ethnicity, and ZIP code.
- 13.3.3.1.1.3. Actionable and valid data on differences among Member cost and health outcomes by race, ethnicity, and ZIP code.
- 13.3.3.1.1.3.1. In order for data to be actionable, Contractor shall use several Providers, as defined by the Department and communicated to Contractor, that have below-average performance, as defined by the Department, and identify data-driven interventions to improve those Providers' performance.
- 13.3.3.1.1.3.2. In order for data to be valid, Contractor shall conduct all of the following:
 - 13.3.3.1.1.3.2.1. Quality assurance test of the computer programs used to generate performance measurements.
 - 13.3.3.1.1.3.2.2. Face validity tests.
 - 13.3.3.1.1.3.2.3. Comparison of measurement results to those of related Provider performance measures published by the CMS or other nationally recognized organizations within the United States.
- 13.3.3.1.2. DELIVERABLE: Pilot Provider-Facing Reports
- 13.3.3.1.3. DUE: As identified in the Project Schedule
- 13.3.3.1.4. Provided that the Department obtains CMS approval of a State Plan Amendment, Contractor shall review, update, and submit Revised Pilot Provider-Facing Reports. If no changes are necessary based on the CMS approval, Contractor shall provide a summary report that indicates no changes are required.
- 13.3.3.1.4.1. DELIVERABLE: Revised Pilot Provider-Facing Reports
- 13.3.3.1.4.2. DUE: As identified in the Project Schedule
- 13.4. Colorado (CO) Providers of Distinction for Facilities Program
- 13.4.1. CO Providers of Distinction for Facilities Program Development within Contractor's Technology Solution
 - 13.4.1.1. Evaluate and Select Procedure Episode Grouper
 - 13.4.1.1.1. To define requirements for Contractor's Technology Solution, Contractor shall prepare a document that addresses differences in procedure episode definitions from up to five different episode groupers available to Contractor, which shall be those utilized by Tennessee, Ohio, or Arkansas Medicaid and Prometheus, as well as other open-source episode groupers identified by the Department or Contractor that satisfy selection criteria that are agreed upon by the Department and Contractor, for five procedures that are commonly performed for Health First Colorado Members, including cholecystectomy.
 - 13.4.1.1.1.1. Documented differences shall include, at a minimum, all of the following:
 - 13.4.1.1.1.1.1. Episode procedure trigger codes.
 - 13.4.1.1.1.1.2. Episode time windows.

- 13.4.1.1.1.3. Episode service and patient exclusions.
- 13.4.1.1.1.2. DELIVERABLE: Differences in Episode Groupers Document
- 13.4.1.1.1.3. DUE: As identified in the Project Schedule
- 13.4.1.1.2. To define requirements for Contractor's Technology Solution, Contractor shall use Health First Colorado data to create a document that compares outputs from available episode groupers for each of the same five procedures identified in Section 13.4.1.1.1.
 - 13.4.1.1.2.1. Comparison of output for each of the five procedures shall include, at a minimum, all of the following:
 - 13.4.1.1.2.1.1. Episode volume.
 - 13.4.1.1.2.1.2. Episode costs.
 - 13.4.1.1.2.1.3. Episode cost variation.
 - 13.4.1.1.2.1.4. Reasons for differences in output.
 - 13.4.1.1.2.2. DELIVERABLE: Episode Grouper Output Comparison Report
 - 13.4.1.1.2.3. DUE: As identified in the Project Schedule
- 13.4.1.1.3. To define requirements for Contractor's Technology Solution, Contractor shall meet with the Department to discuss the Differences in Episode Groupers Document and the Episode Grouper Output Comparisons Report Deliverables. Contractor shall take Meeting Minutes at the meeting with the Department. The Department will be the sole decisionmaker with respect to choosing the episode grouper for procedure episodes, which selection will be made at a time of the Department's choosing.
 - 13.4.1.1.3.1. DELIVERABLE: Episode Grouper Meeting Minutes
 - 13.4.1.1.3.2. DUE: As identified in the Project Schedule
- 13.4.1.1.4. Contractor shall develop a Rural Facility Evaluation Plan to implement and operate a Rural Providers of Distinction Program with two separate tracks. The tracks are as follows:
 - 13.4.1.1.4.1. Rural Providers referring high value services which cannot be performed at the Rural Provider's facility to designated CO Providers of Distinction sites.
 - 13.4.1.1.4.2. Rural Providers referring high value services among one another (i.e., among Rural Providers) based on the availability of the service within geographic constraints.
- 13.4.1.1.5. Contractor shall facilitate the following Stakeholder engagement to inform the design of the Rural Facility Evaluation Plan:
 - 13.4.1.1.5.1. Contractor shall facilitate a maximum of three Department leadership visioning sessions, which will include meetings with Department-designated leadership staff, for the Rural CO Providers of Distinction Program.
 - 13.4.1.1.5.2. Contractor shall facilitate a maximum of six Stakeholder engagement meetings with Rural Providers and other Department-selected Rural Stakeholders to inform the plans design.
- 13.4.1.1.6. Contractor shall create a Rural Facility Evaluation Plan.

- 13.4.1.1.6.1. The Rural Facility Evaluation Plan shall include all of the following:
 - 13.4.1.1.6.1.1. Recommended method of evaluating cost, quality, safety, and equity performance of Rural facilities that have small procedure volumes.
 - 13.4.1.1.6.1.2. Recommendations for high value services to be included in the Rural CO Providers of Distinction Program.
 - 13.4.1.1.6.1.3. Analysis of services provided by Rural facilities within geographic regions, which geographic regions will be determined by the Department and communicated to Contractor.
 - 13.4.1.1.6.1.4. Time and distance analysis for travel time between Rural facilities and Urban facilities.
 - 13.4.1.1.6.1.5. Time and distance analysis for travel time between Rural facilities and other Rural facilities that provide the high value services.
 - 13.4.1.1.6.1.6. Options for establishing a system to provide care for Rural residents at either CO Providers of Distinction-designated facilities or Rural facilities that provide the high value service within a similar geographic region. "CO Providers of Distinction-designated facilities" shall be notated via a proxy indicator.
 - 13.4.1.1.6.1.7. A proposed implementation and operational plan for the two tracks of the Rural Providers of Distinction Program.
- 13.4.1.1.6.2. DELIVERABLE: Rural Facility Evaluation Plan
- 13.4.1.1.6.3. DUE: As identified in the Project Schedule
- 13.4.1.2. Design Program Analytics within Contractor's Technology Solution
 - 13.4.1.2.1. To define requirements for Contractor's Technology Solution, Contractor shall develop a Procedure Episodes Plan and use data from the CO APCD for the purposes of producing procedure episodes and measuring hospital, ambulatory surgery center, and, if feasible, surgeon performance for non-Members.
 - 13.4.1.2.1.1. The Procedure Episodes Plan shall include, at a minimum, all of the following:
 - 13.4.1.2.1.1.1. Steps to assess feasibility of using the CO APCD to create episodes for non-Members.
 - 13.4.1.2.1.1.2. List of challenges expected by combining procedure episodes and performance measurement results from different data sources for Members and non-Members.
 - 13.4.1.2.1.1.3. Options to overcome challenges of combining procedure episodes and performance measurement results from different data sources.
 - 13.4.1.2.1.2. DELIVERABLE: Procedure Episodes Plan
 - 13.4.1.2.1.3. DUE: As identified in the Project Schedule
 - 13.4.1.2.2. Contractor shall conduct analyses of CO APCD data for the purpose of determining the feasibility of producing procedure episodes using commercial and Medicare data in Contractor's Technology Solution. To define requirements for Contractor's

Technology Solution, Contractor shall prepare a Report of Feasibility to summarize Contractor's analysis.

- 13.4.1.2.2.1. The Report of Feasibility shall include all of the following:
 - 13.4.1.2.2.1.1. List of data elements required to produce procedure episodes.
 - 13.4.1.2.2.1.2. List of required data elements that are missing, if any, from commercial and Medicare data.
 - 13.4.1.2.2.1.3. Results of tests of the quality of required data elements for commercial and Medicare data.
 - 13.4.1.2.2.1.4. Conclusion about the feasibility of producing procedure episodes using commercial and Medicare data.
- 13.4.1.2.2.2. DELIVERABLE: Report of Feasibility
- 13.4.1.2.2.3. DUE: As identified in the Project Schedule
- 13.4.1.2.3. Utilizing Contractor's Technology Solution, Contractor shall create or provide all procedure episodes from the episode grouper selected by the Department for Health First Colorado and for commercial and Medicare payers, where feasible, as defined in the Department-approved Report of Feasibility.
 - 13.4.1.2.3.1. DELIVERABLE: Procedure Episodes
 - 13.4.1.2.3.2. DUE: As identified in the Project Schedule
- 13.4.1.2.4. Utilizing Contractor's Technology Solution, Contractor shall develop measurement criteria for selecting two procedure episodes, in addition to cholecystectomy, for a total of three procedure episodes, which three procedure episodes will be determined by the Department.
 - 13.4.1.2.4.1. At a minimum, the measurement criteria shall be based on the following measures using Health First Colorado data:
 - 13.4.1.2.4.1.1. High volume as compared to different procedure episodes.
 - 13.4.1.2.4.1.2. Measures that demonstrate opportunity for improvement in cost.
 - 13.4.1.2.4.1.3. Measures that demonstrate opportunity for improvement in quality.
 - 13.4.1.2.4.1.4. Measures that demonstrate opportunity for improvement in safety.
 - 13.4.1.2.4.1.5. Measures that demonstrate opportunity for improvement in equity based on comparisons of measurement results by Members' gender, language, race, ethnicity, and income.
 - 13.4.1.2.4.2. DELIVERABLE: Procedure Episode Selection Criteria
 - 13.4.1.2.4.3. DUE: As identified in the Project Schedule
- 13.4.1.2.5. After the Department accepts and approves Contractor's Procedure Episode Selection Criteria, utilizing Contractor's Technology Solution, Contractor shall produce measurements from the Procedure Episode Selection Criteria using Health First Colorado data.
 - 13.4.1.2.5.1. Contractor shall prepare a Procedure Episode Selection Report, which shall include, at a minimum, all of the following:

- 13.4.1.2.5.1.1. Measurement results for all procedure episodes evaluated.
- 13.4.1.2.5.1.2. Selection of two procedure episodes, in addition to cholecystectomy, that includes the rationale for each selection.
- 13.4.1.2.5.2. DELIVERABLE: Procedure Episode Selection Report
- 13.4.1.2.5.3. DUE: As identified in the Project Schedule
- 13.4.1.2.6. Utilizing Contractor's Technology Solution and to define requirements for Contractor's Technology Solution, Contractor shall create an Analysis of Cost Variation and Recommendations Report.
- 13.4.1.2.6.1. The Analysis of Cost Variation and Recommendations Report shall include, at a minimum, all of the following:
 - 13.4.1.2.6.1.1. An analysis of cost variation for each selected procedure episode identified in the Department-approved Procedure Episode Selection Report, which shall include all of the following:
 - 13.4.1.2.6.1.1.1. The identification of variation due to heterogeneity of trigger procedures, as applicable.
 - 13.4.1.2.6.1.1.1.1. The identification of the reasons for the heterogeneity, as applicable.
 - 13.4.1.2.6.1.1.2. The identification of variation due to heterogeneity of the included Member population, as applicable.
 - 13.4.1.2.6.1.1.2.1. The identification of the reasons for the heterogeneity, as applicable.
 - 13.4.1.2.6.1.2. Options for modifying the definition of each procedure episode to reduce cost variation due to heterogeneity in trigger procedures and/or in included Member population, as applicable, while maintaining a sufficient volume of episodes.
- 13.4.1.2.6.2. DELIVERABLE: Analysis of Cost Variation and Recommendations Report
- 13.4.1.2.6.3. DUE: As identified in the Project Schedule
- 13.4.1.2.6.4. Contractor shall meet with the Department to discuss Contractor's Analysis of Cost Variations and Recommendations Report for the purpose of the Department selecting procedure episode definition modification(s), if any.
 - 13.4.1.2.6.4.1. DELIVERABLE: Analysis of Cost Variation and Recommendations Meeting
 - 13.4.1.2.6.4.2. DUE: As identified in the Project Schedule
- 13.4.1.2.7. To define requirements for Contractor's Technology Solution, Contractor shall prepare a Report of Unassigned Episodes and Recommendations.
 - 13.4.1.2.7.1. The Report of Unassigned Episode and Recommendations shall include, at a minimum, all of the following:
 - 13.4.1.2.7.1.1. A recommendation regarding a method of selecting a principal accountable hospital or ambulatory surgery center for each procedure episode.
 - 13.4.1.2.7.1.2. A recommendation regarding a method of selecting a principal accountable surgeon for each procedure episode.

- 13.4.1.2.7.1.3. The number of and the reasons for unassigned procedure episodes for each of the total of three procedure episodes.
- 13.4.1.2.7.1.4. A recommendation of steps or processes to reduce the number of unassigned procedure episodes.
- 13.4.1.2.7.2. DELIVERABLE: Report of Unassigned Episodes and Recommendations
- 13.4.1.2.7.3. DUE: As identified in the Project Schedule
- 13.4.1.2.8. Utilizing Contractor's Technology Solution, Contractor shall prepare a Report of Volume of Episodes.
- 13.4.1.2.8.1. The Report of Volume of Episodes shall include, at a minimum, all of the following:
 - 13.4.1.2.8.1.1. The volume of episodes for each selected procedure episode by payer and in total, organized by all of the following:
 - 13.4.1.2.8.1.1.1. Each hospital and ambulatory surgery center.
 - 13.4.1.2.8.1.1.2. Each surgeon within a hospital or ambulatory surgery center.
 - 13.4.1.2.8.1.1.3. The characteristics of hospitals and ambulatory surgery centers, including:
 - 13.4.1.2.8.1.1.3.1. Location (i.e., Urban, Frontier, and Rural).
 - 13.4.1.2.8.1.1.3.2. Hospital teaching status.
 - 13.4.1.2.8.1.1.3.3. Health system affiliation.
 - 13.4.1.2.8.2. DELIVERABLE: Report of Volume of Episodes
 - 13.4.1.2.8.3. DUE: As identified in the Project Schedule
- 13.4.1.2.9. Utilizing Contractor's Technology Solution and to define requirements for Contractor's Technology Solution, Contractor shall prepare a Feasibility of Measuring Surgeon Performance Report.
- 13.4.1.2.9.1. The Feasibility of Measuring Surgeon Performance Report shall include, at a minimum, all of the following:
 - 13.4.1.2.9.1.1. Statistical testing that evaluates procedure episodes by volume, by surgeon within each hospital or ambulatory surgery center for the purpose of determining whether procedure episode volumes are sufficient to reliably assess each surgeon's performance.
 - 13.4.1.2.9.1.2. If applicable, recommended options for measuring surgeon performance that are statistically reliable and clinically meaningful.
 - 13.4.1.2.9.2. DELIVERABLE: Feasibility of Measuring Surgeon Performance Report
 - 13.4.1.2.9.3. DUE: As identified in the Project Schedule
 - 13.4.1.2.9.4. Contractor shall meet with the Department to discuss Contractor's Feasibility of Measuring Surgeon Performance Report. The Department will be the sole decisionmaker with respect to implementing any measurements of surgeon performance, and a decision will be made at a time of the Department's choosing.
 - 13.4.1.2.9.4.1. DELIVERABLE: Feasibility and Surgeon Performance Report Meeting

- 13.4.1.2.9.4.2. DUE: As identified in the Project Schedule
- 13.4.1.2.10. Utilizing Contractor's Technology Solution and to define requirements for Contractor's Technology Solution, Contractor shall prepare a Document of Recommended Performance Measures based on research of performance measurements currently used in the United States, except that up to nine performance measures may be customized or created new in compliance with Section 11.4.
 - 13.4.1.2.10.1. The Document of Recommended Performance Measures shall include, at a minimum, all of the following:
 - 13.4.1.2.10.1.1. Recommendations for quality, safety, and equity performance measures for each selected procedure episode based on, at a minimum, all of the following:
 - 13.4.1.2.10.1.1.1. Analyses of Health First Colorado and other payer claims.
 - 13.4.1.2.10.1.1.2. Analyses of clinical data from the HIEs.
 - 13.4.1.2.10.1.1.3. Analyses of care quality for populations with differences in SDoH of gender, language, race, ethnicity, and income.
 - 13.4.1.2.10.1.1.4. Review of health services literature.
 - 13.4.1.2.10.1.1.5. Review of medical specialty society performance measurement benchmarking systems.
 - 13.4.1.2.10.1.1.6. Review of public sources of performance measures for procedures and procedure episodes.
 - 13.4.1.2.10.1.1.7. Review of public sources of hospital performance measurement results.
 - 13.4.1.2.10.1.1.8. Review of public sources of ambulatory surgery center performance measurement results.
 - 13.4.1.2.10.1.1.9. Review of public sources of surgeon performance measurement results.
 - 13.4.1.2.10.1.2. Recommendations for quality, safety, and equity performance measures for each selected procedure episode that satisfy all of the following:
 - 13.4.1.2.10.1.2.1. Demonstration of opportunity for improvement.
 - 13.4.1.2.10.1.2.2. Demonstration of being meaningful to Providers by virtue of being supported in the health services literature or by medical specialty societies.
 - 13.4.1.2.10.1.2.3. Demonstration of the satisfaction of the goal of identifying hospitals, ambulatory surgery centers, and surgeons that merit a Provider of Distinction designation (see Risk Adjustment Methods Document at Sections 13.4.1.4.2 through 13.4.1.4.2.1.4).
 - 13.4.1.2.10.2. DELIVERABLE: Document of Recommended Performance Measures
 - 13.4.1.2.10.3. DUE: As identified in the Project Schedule
 - 13.4.1.2.10.4. Contractor shall meet with the Department to discuss the Department-approved Document of Recommended Performance Measures for the purpose of selecting measures of quality, safety, and equity for each procedure episode.
 - 13.4.1.2.10.4.1. DELIVERABLE: Performance Measures Selection Meeting
 - 13.4.1.2.10.4.2. DUE: As identified in the Project Schedule

- 13.4.1.2.11. Utilizing Contractor's Technology Solution and to define requirements for Contractor's Technology Solution, Contractor shall prepare a Performance Measures Specification Document.
- 13.4.1.2.11.1. The Performance Measures Specification Document shall include detailed specifications that describe the method of calculating each performance measure using claims or other data sources and shall include, at a minimum, all of the following:
 - 13.4.1.2.11.1.1. Measure name or label.
 - 13.4.1.2.11.1.2. Measure description.
 - 13.4.1.2.11.1.3. Numerator description and definition.
 - 13.4.1.2.11.1.4. Denominator description and definition.
 - 13.4.1.2.11.1.5. Numerator exclusions.
 - 13.4.1.2.11.1.6. Denominator exclusions.
 - 13.4.1.2.11.1.7. Time interval.
 - 13.4.1.2.11.1.8. Calculation algorithm.
 - 13.4.1.2.11.1.9. Data sources.
 - 13.4.1.2.11.1.10. Data elements and codes (e.g., diagnosis, procedure, claim type, place of service, revenue).
- 13.4.1.2.11.2. DELIVERABLE: Performance Measure Specifications Document
- 13.4.1.2.11.3. DUE: As identified in the Project Schedule
- 13.4.1.3. Stakeholder Driven Technology Solution Requirements #1
- 13.4.1.3.1. To define requirements for Contractor's Technology Solution, Contractor shall develop a Stakeholder Working Group Plan #1 for the purpose of soliciting feedback about the definitions and performance measures for each of the three procedure episodes.
 - 13.4.1.3.1.1. The Stakeholder Working Group Plan #1 shall include all of the following:
 - 13.4.1.3.1.1.1. A description of the goals of the Stakeholder Working Group's meetings.
 - 13.4.1.3.1.1.2. A description of the feedback sought from the Stakeholder Working Group.
 - 13.4.1.3.1.1.3. A description of the information to be presented to and discussed with the Stakeholder Working Group, which shall include all of the following:
 - 13.4.1.3.1.1.3.1. Episode definitions.
 - 13.4.1.3.1.1.3.2. Performance measures selected.
 - 13.4.1.3.1.1.3.3. Number of Stakeholder Working Group meetings.
 - 13.4.1.3.1.1.3.4. Proposed agenda for each Stakeholder Working Group meeting.
 - 13.4.1.3.1.2. DELIVERABLE: Stakeholder Working Group Plan #1
 - 13.4.1.3.1.3. DUE: As identified in the Project Schedule

- 13.4.1.3.2. Contractor shall meet with the Department for the purpose of selecting members of the Stakeholder Working Group. The Stakeholder Working Group shall consist of no more than 20 individual Stakeholders and Opinion Leaders representing:
 - 13.4.1.3.2.1. Surgeons/proceduralists that perform procedures for selected episodes.
 - 13.4.1.3.2.2. Hospitals/ambulatory surgery centers from Urban and Rural/Frontier counties.
 - 13.4.1.3.2.3. Members.
 - 13.4.1.3.2.4. Consumer advocates.
 - 13.4.1.3.2.5. RAEs.
- 13.4.1.3.3. The Department will administer Stakeholder Working Group meetings and will host each meeting. Contractor shall facilitate each Stakeholder Working Group meeting.
 - 13.4.1.3.3.1. Prior to each Stakeholder Working Group meeting that occurs after the Department approves Stakeholder Working Group Plan #1 and prior to the Department's approval of the Stakeholder Working Group Plan #2, Contractor shall prepare Stakeholder Working Group Documents #1, which shall include, at a minimum, all of the following:
 - 13.4.1.3.3.1.1. Meeting Agenda that Contractor will use during the identified Stakeholder Working Group meeting.
 - 13.4.1.3.3.1.2. Definition of each procedure episode presented at a high level, including a description of the patients and services that are included and excluded.
 - 13.4.1.3.3.1.3. List of selected performance measures and the rationale for selection.
 - 13.4.1.3.3.1.4. List of questions for Stakeholders to consider.
 - 13.4.1.3.3.1.5. DELIVERABLE: Stakeholder Working Group Documents #1
 - 13.4.1.3.3.1.6. DUE: As identified in the Project Schedule
- 13.4.1.3.4. Contractor shall prepare a Stakeholder Working Group Feedback and Recommendations Document #1 after each Stakeholder Working Group meeting that occurs prior to the Department's approval of the Stakeholder Working Group Plan #2.
 - 13.4.1.3.4.1. Each Stakeholder Working Group Feedback and Recommendations Document #1 shall include all of the following:
 - 13.4.1.3.4.1.1. Stakeholder Working Group feedback regarding:
 - 13.4.1.3.4.1.1.1. The definition of each procedure episode.
 - 13.4.1.3.4.1.1.2. The performance measures for each procedure episode.
 - 13.4.1.3.4.1.2. Contractor's recommended revisions to episode definitions or performance measures based on the Stakeholder Working Group's feedback.
 - 13.4.1.3.4.2. DELIVERABLE: Stakeholder Working Group Feedback and Recommendations Document #1
 - 13.4.1.3.4.3. DUE: As identified in the Project Schedule

- 13.4.1.3.5. After the Department approves the Stakeholder Working Group Feedback and Recommendations Document #1, Contractor shall prepare an Impact of Recommended Revisions Document #1.
- 13.4.1.3.5.1. The Impact of Recommended Revisions Document #1 shall include, at a minimum, all of the following:
 - 13.4.1.3.5.1.1. The potential impact of revisions to episode definitions and performance measures on:
 - 13.4.1.3.5.1.1.1. Episode volumes.
 - 13.4.1.3.5.1.1.2. Episode costs and cost variation.
 - 13.4.1.3.5.1.1.3. Homogeneity of episode definition of procedures and patients.
 - 13.4.1.3.5.1.1.4. Opportunities for improvement in quality, safety, and equity.
 - 13.4.1.3.5.2. DELIVERABLE: Impact of Recommended Revisions Document #1
 - 13.4.1.3.5.3. DUE: As identified in the Project Schedule
- 13.4.1.3.6. Contractor shall meet with the Department to discuss the Department-approved Stakeholder Working Group Feedback and Recommendations Document #1 and the Department-approved Impact of Recommended Revisions Document #1. The Department will be the sole decisionmaker with respect to any revisions to episode definitions and performance measures, which will be made at a time of the Department's choosing.
 - 13.4.1.3.6.1. DELIVERABLE: Recommended Revisions Meeting
 - 13.4.1.3.6.2. DUE: As identified in the Project Schedule
- 13.4.1.3.7. To define requirements for Contractor's Technology Solution, Contractor shall prepare a Stakeholder Working Group Communication #1 about revisions approved by the Department that resulted from the Stakeholder Working Group's feedback and the impact of the revisions on the assessment of facility performance. The Department will send all Department-approved communication(s).
 - 13.4.1.3.7.1. DELIVERABLE: Stakeholder Working Group Communication #1
 - 13.4.1.3.7.2. DUE: As identified in the Project Schedule
- 13.4.1.4. Produce and Test Initial Results within Contractor's Technology Solution
 - 13.4.1.4.1. Utilizing Contractor's Technology Solution and to define requirements for Contractor's Technology Solution, Contractor shall prepare a Measurement and Validation Report.
 - 13.4.1.4.1.1. The Measurement and Validation Report shall include, at a minimum, all of the following:
 - 13.4.1.4.1.1.1. Episode cost by payer for each hospital, ambulatory surgery center, and, if feasible, each surgeon.
 - 13.4.1.4.1.1.2. Measurement results of quality, safety, and equity across payers for each hospital, ambulatory surgery center, and, if feasible, each surgeon.
 - 13.4.1.4.1.1.3. Validation of all measurement results conducted by:

- 13.4.1.4.1.1.3.1. Quality assurance test of computer programs.
- 13.4.1.4.1.1.3.2. Test of face validity.
- 13.4.1.4.1.1.3.3. Comparison of measurement results to those of related hospital, ambulatory surgery center, or surgeon performance measures published by CMS and other nationally recognized organizations within the U.S.
- 13.4.1.4.1.2. DELIVERABLE: Measurement and Validation Report
- 13.4.1.4.1.3. DUE: As identified in the Project Schedule
- 13.4.1.4.2. Utilizing Contractor's Technology Solution and to define requirements for Contractor's Technology Solution, Contractor shall prepare a Risk Adjustment Methods Document.
 - 13.4.1.4.2.1. The Risk Adjustment Methods Document shall include, at a minimum, all of the following:
 - 13.4.1.4.2.1.1. List of measures requiring risk adjustment.
 - 13.4.1.4.2.1.2. Method of identifying Member and non-Member characteristics to adjust for risk, including Member and non-Member comorbidities.
 - 13.4.1.4.2.1.3. Time period during which Member and non-Member comorbidities will be identified in relation to the trigger procedure date.
 - 13.4.1.4.2.1.4. Method of developing and testing risk adjustment models.
 - 13.4.1.4.2.2. DELIVERABLE: Risk Adjustment Methods Document
 - 13.4.1.4.2.3. DUE: As identified in the Project Schedule
 - 13.4.1.4.2.4. Contractor shall meet with the Department to discuss the Risk Adjustment Methods Document. The Department will be the sole decisionmaker with respect to the suitability of any risk adjustment methods, which decision(s) will be made which will be made at a time of the Department's choosing.
 - 13.4.1.4.2.4.1. DELIVERABLE: Risk Adjustment Methods Document Meeting
 - 13.4.1.4.2.4.2. DUE: As identified in the Project Schedule
- 13.4.1.4.3. Utilizing Contractor's Technology Solution and to define requirements for Contractor's Technology Solution, Contractor shall prepare a Risk Adjustment Model Document.
 - 13.4.1.4.3.1. The Risk Adjustment Model Document shall include, at a minimum, all of the following for each performance measure identified in the Department-approved Risk Adjustment Methods Document that requires risk adjustment:
 - 13.4.1.4.3.1.1. Independent variables and coefficients of the model.
 - 13.4.1.4.3.1.2. Goodness of fit tests.
 - 13.4.1.4.3.2. DELIVERABLE: Risk Adjustment Model Document
 - 13.4.1.4.3.3. DUE: As identified in the Project Schedule
 - 13.4.1.4.3.4. Contractor shall meet with the Department to discuss the Risk Adjustment Model Document. The Department will be the sole decisionmaker with respect to the

suitability of any risk adjustment models, which decision(s) will be made at a time of the Department's choosing.

- 13.4.1.4.3.4.1. DELIVERABLE: Risk Adjustment Model Document Meeting
- 13.4.1.4.3.4.2. DUE: As identified in the Project Schedule
- 13.4.1.4.4. Utilizing Contractor's Technology Solution and to define requirements for Contractor's Technology Solution, Contractor shall prepare a Risk-Adjusted Measurement and Validation Report.
 - 13.4.1.4.4.1. The Risk-Adjusted Measurement and Validation Report shall include, at a minimum, all of the following:
 - 13.4.1.4.4.1.1. Risk-adjusted measurement results for each procedure episode organized by each hospital, ambulatory surgery center, and if feasible, by each surgeon.
 - 13.4.1.4.4.1.2. Validation of risk adjusted measurement results conducted by:
 - 13.4.1.4.4.1.2.1. Quality assurance test of computer programs.
 - 13.4.1.4.4.1.2.2. Face validity test.
 - 13.4.1.4.4.1.2.3. Assessing differences in characteristics of hospitals and ambulatory surgery centers with high versus low risk-adjusted measurement results, including:
 - 13.4.1.4.4.1.2.3.1. Location (i.e., Urban, Rural, and Frontier).
 - 13.4.1.4.4.1.2.3.2. Hospital teaching status.
 - 13.4.1.4.4.1.2.3.3. Health system affiliation.
 - 13.4.1.4.4.1.3. Conclusion about the validity of risk-adjusted measurement results.
 - 13.4.1.4.4.2. DELIVERABLE: Risk-Adjusted Measurement and Validation Report
 - 13.4.1.4.4.3. DUE: As identified in the Project Schedule
 - 13.4.1.4.4.4. Contractor shall meet with the Department to discuss the Risk-Adjusted Measurement and Validation Report. The Department will be the sole decisionmaker with respect to sharing the report with Department-selected Stakeholders, which decision(s) will be made at the time of the Department's choosing.
 - 13.4.1.4.4.4.1. DELIVERABLE: Risk-Adjusted Measurement and Validation Report Meeting
 - 13.4.1.4.4.4.2. DUE: As identified in the Project Schedule
- 13.4.1.5. Stakeholder Driven Technology Solution Requirements #2
 - 13.4.1.5.1. To define requirements for Contractor's Technology Solution, Contractor shall prepare a Stakeholder Working Group Plan #2 to solicit feedback from the Stakeholder Working Group about the initial results and future design of the CO Providers of Distinction for Facilities Program.
 - 13.4.1.5.1.1. The Stakeholder Working Group Plan #2 shall include, at a minimum, all of the following:
 - 13.4.1.5.1.1.1. A description of the goals of the Stakeholder Working Group's meetings.

- 13.4.1.5.1.1.2. A description of the feedback sought from the Stakeholder Working Group.
- 13.4.1.5.1.1.3. A description of the information to be presented and discussed with the Stakeholder Working Group, which shall include all of the following:
 - 13.4.1.5.1.1.3.1. Performance measurement results.
 - 13.4.1.5.1.1.3.2. Risk adjustment models.
 - 13.4.1.5.1.1.3.3. Number of Stakeholder Working Group meetings.
 - 13.4.1.5.1.1.3.4. Proposed agenda for each Stakeholder Working Group meeting.
- 13.4.1.5.1.2. DELIVERABLE: Stakeholder Working Group Plan #2
- 13.4.1.5.1.3. DUE: As identified in the Project Schedule
- 13.4.1.5.2. The Department will administer and convene Stakeholder Working Group meetings and shall host each meeting. Contractor shall facilitate each Stakeholder Working Group meeting.
- 13.4.1.5.3. Contractor shall prepare Stakeholder Working Group Documents #2 for each Stakeholder Working Group meeting that occurs after the Department approves the Stakeholder Working Group Plan #2.
- 13.4.1.5.3.1. The Stakeholder Working Group Documents #2 shall include, at a minimum, all of the following:
 - 13.4.1.5.3.1.1. Meeting Agenda that Contractor will use during the identified Stakeholder Working Group meeting.
 - 13.4.1.5.3.1.2. Blinded unadjusted and risk-adjusted performance measurement results by individual facility and by surgeon, if feasible.
 - 13.4.1.5.3.1.3. Risk adjustment model variables and coefficients.
 - 13.4.1.5.3.1.4. List of questions for Stakeholders to consider, including a question about the impact of public release of hospital, ambulatory surgery facility, and, if feasible, surgeon performance.
- 13.4.1.5.3.2. DELIVERABLE: Stakeholder Working Group Documents #2
- 13.4.1.5.3.3. DUE: As identified in the Project Schedule
- 13.4.1.5.4. Contractor shall prepare Stakeholder Working Group Feedback and Recommendations Document #2 following each meeting held after the Department approves the Stakeholder Working Group Documents #2.
- 13.4.1.5.4.1. The Stakeholder Working Group Feedback and Recommendations Document #2 shall include, at a minimum, all of the following:
 - 13.4.1.5.4.1.1. Stakeholder Working Group feedback about:
 - 13.4.1.5.4.1.1.1. Hospital, ambulatory surgery center, and, if applicable, surgeon performance measurement results.
 - 13.4.1.5.4.1.1.2. Risk adjustment model.
 - 13.4.1.5.4.1.2. Consequences of publishing reports of hospital, ambulatory surgery center, and, if applicable, surgeon performance measurement results.

- 13.4.1.5.4.1.3. Contractor's recommended revisions to performance measurement and risk adjustment based on the Stakeholder Working Group's feedback.
- 13.4.1.5.4.2. DELIVERABLE: Stakeholder Working Group Feedback and Recommendations Document #2
- 13.4.1.5.4.3. DUE: As identified in the Project Schedule
- 13.4.1.5.5. To define requirements for Contractor's Technology Solution, Contractor shall prepare an Impact of Recommended Revisions Document #2 after the Department approves Contractor's Stakeholder Working Group Feedback and Recommendations Document #2.
- 13.4.1.5.5.1. Impact of Recommended Revisions Document #2 shall include, at a minimum, all of the following:
 - 13.4.1.5.5.1.1. The potential impact of revisions to performance measures and risk adjustment models on:
 - 13.4.1.5.5.1.1.1. Hospital, ambulatory surgery center, and, if applicable, surgeon performance measurement results.
 - 13.4.1.5.5.1.1.2. Publication of hospital, ambulatory surgery center, and, if applicable, surgeon reports of performance.
- 13.4.1.5.5.2. DELIVERABLE: Impact of Recommended Revisions Document #2
- 13.4.1.5.5.3. DUE: As identified in the Project Schedule
- 13.4.1.5.6. Contractor shall meet with the Department regarding the Department-approved Stakeholder Working Group Feedback and Recommendations Document #2 and the Department-approved Impact of Recommended Revisions Document #2. The Department will be the sole decisionmaker with respect to any revisions to performance measures and risk adjustment models, which decision will be made at a time of the Department's choosing.
- 13.4.1.5.6.1. DELIVERABLE: Stakeholder Working Group Feedback and Recommendations #2 and Impact of Recommended Revisions Document #2 Meeting
- 13.4.1.5.6.2. DUE: As identified in the Project Schedule
- 13.4.1.5.7. To define requirements for Contractor's Technology Solution, Contractor shall prepare a Stakeholder Working Group Communication #2 regarding revisions that resulted from Contractor's feedback and Contractor's impact on reported performance measurement results. Department will send the approved communication.
 - 13.4.1.5.7.1. DELIVERABLE: Stakeholder Working Group Communication #2
 - 13.4.1.5.7.2. DUE: As identified in the Project Schedule
- 13.4.1.6. Broad Stakeholder Engagement to Collect Requirements for Contractor's Technology Solution
 - 13.4.1.6.1. To define requirements for Contractor's Technology Solution, Contractor shall create a Regional Stakeholder Plan for Contractor's Technology Solution to inform Stakeholders from each of five different Regions of Colorado ("Regional Stakeholders") of the purpose of the CO Providers of Distinction for Facilities

Program. Five meetings, one meeting with each Regional Stakeholder group, will occur. The five Regions are defined as RAE Region 1; RAE Region 2; RAE Region 4; RAE Region 7; and a combination of RAE Regions 3, 5, and 6 representing the metropolitan areas of Denver and Boulder.

- 13.4.1.6.1.1. The Regional Stakeholder Plan for Contractor's Technology Solution shall include all of the following:
 - 13.4.1.6.1.1.1. A description of the goals of meeting with Regional Stakeholders.
 - 13.4.1.6.1.1.2. A description of the information to be presented and discussed with the Regional Stakeholders, including how Rural facilities can participate in the CO Providers of Distinction for Facilities Program.
 - 13.4.1.6.1.1.3. Proposed agenda for Regional Stakeholder meetings.
- 13.4.1.6.1.2. DELIVERABLE: Regional Stakeholder Plan for Contractor's Technology Solution
- 13.4.1.6.1.3. DUE: As identified in the Project Schedule
- 13.4.1.6.2. Contractor shall meet with the Department for the purpose of determining the composition of each of the five Regional Stakeholder groups.
 - 13.4.1.6.2.1. The Department will administer and convene all five Regional Stakeholder meetings and will host each meeting. Contractor shall facilitate each of the five meetings.
 - 13.4.1.6.2.2. Contractor shall prepare Regional Stakeholder Meeting Documents, which shall include, at a minimum, all of the following:
 - 13.4.1.6.2.2.1. Meeting Agenda that Contractor will use during the identified Regional Stakeholder Working Group meeting.
 - 13.4.1.6.2.2.2. The purpose and description of the CO Providers of Distinction Program.
 - 13.4.1.6.2.2.3. High-level design and methods for measuring performance of hospitals, ambulatory surgery centers, and, if feasible, surgeons.
 - 13.4.1.6.2.2.4. Initial blinded cost, quality, safety, and equity performance measurement results.
 - 13.4.1.6.2.3. DELIVERABLE: Regional Stakeholder Meeting Documents
 - 13.4.1.6.2.4. DUE: As identified in the Project Schedule
- 13.4.1.6.3. Contractor shall prepare a Regional Stakeholder Meeting Summary following each Regional Stakeholder meeting.
 - 13.4.1.6.3.1. The Regional Stakeholder Meeting Summary shall include all of the following:
 - 13.4.1.6.3.1.1. Regional Stakeholder feedback about the CO Providers of Distinction for Facilities Program, including feedback regarding all of the following:
 - 13.4.1.6.3.1.1.1. Purpose of the CO Providers of Distinction for Facilities Program.
 - 13.4.1.6.3.1.1.2. CO Providers of Distinction for Facilities Program design and methods.
 - 13.4.1.6.3.1.1.3. Initial cost, quality, safety, and equity performance measurement results.

- 13.4.1.6.3.1.1.4. Potential unintended consequences of public release of hospital, ambulatory surgery center, and, if applicable, surgeon performance reports.
- 13.4.1.6.3.2. DELIVERABLE: Regional Stakeholder Meeting Summary
- 13.4.1.6.3.3. DUE: As identified in the Project Schedule
- 13.4.1.6.4. Contractor shall meet with the Department to discuss the Department-approved Regional Stakeholder Meeting Summary.
- 13.4.1.6.4.1. DELIVERABLE: Regional Stakeholder Meeting Summary Meeting
- 13.4.1.6.4.2. DUE: As identified in the Project Schedule
- 13.4.1.7. Design for Possible Future Program Development with Contractor's Technology Solution
- 13.4.1.7.1. To define requirements for Contractor's Technology Solution based on input from the Department in Stakeholder Working Group Feedback and Recommendations Document #1 (see Sections 13.4.1.3.4 through 13.4.1.3.3.1.4) and the Regional Stakeholder Meeting Summary (see Sections 13.4.1.6.3 through 13.4.1.6.3.1.1.4), Contractor shall develop a Rural Facilities Technology Evaluation Plan for the CO Providers of Distinction for Facilities Program.
- 13.4.1.7.1.1. The Rural Facilities Technology Evaluation Plan shall include all of the following:
 - 13.4.1.7.1.1.1. Recommended method of evaluating cost, quality, safety, and equity performance of Rural facilities that have small procedure volumes.
 - 13.4.1.7.1.1.2. Options for establishing a system to provide care for Rural residents locally when facilities in Rural residents' communities do not achieve a Provider of Distinction designation (see CO Providers of Distinction for Facilities Methods Document at Sections 13.4.1.7.2 through 13.4.1.7.2.1.5).
- 13.4.1.7.1.2. DELIVERABLE: Rural Facilities Technology Evaluation Plan
- 13.4.1.7.1.3. DUE: As identified in the Project Schedule
- 13.4.1.7.2. To define requirements for Contractor's Technology Solution, Contractor shall create a CO Providers of Distinction Program Methods Document.
- 13.4.1.7.2.1. The CO Providers of Distinction Program Methods Document shall include, at a minimum, all of the following:
 - 13.4.1.7.2.1.1. Methods for:
 - 13.4.1.7.2.1.1.1. Calculating a composite score to summarize performance for each hospital and ambulatory surgery center across all applicable procedure episode performance measures. The composite score methodology shall include all of the following components, at a minimum:
 - 13.4.1.7.2.1.1.2. Normalization of performance measurement results.
 - 13.4.1.7.2.1.1.3. Exclusion of outlier performance measurement results.
 - 13.4.1.7.2.1.1.4. Weighting of constituent performance measures to reflect Department priorities and opportunities for performance improvement.

- 13.4.1.7.2.1.2. Defining geographic areas within Colorado from which to select CO Providers of Distinction for Facilities.
- 13.4.1.7.2.1.3. Selecting (or designating) hospitals and ambulatory surgery centers as Providers of Distinction within Contractor's proposed geographic areas based on achievement of a standard of performance or based on superior performance compared to hospital and ambulatory surgery center peers.
- 13.4.1.7.2.1.4. Ensuring that designated hospitals and ambulatory surgery centers have sufficient capacity to treat additional Members.
- 13.4.1.7.2.1.5. Reducing potential barriers to Member access to designated hospitals and ambulatory surgery centers.
- 13.4.1.7.2.2. DELIVERABLE: CO Providers of Distinction for Facilities Program Methods Document
- 13.4.1.7.2.3. DUE: As identified in the Project Schedule
- 13.4.1.7.3. To define requirements for Contractor's Technology Solution, Contractor shall create an Incentives for the CO Providers of Distinction for Facilities Program Proposal.
 - 13.4.1.7.3.1. The Incentives for the CO Providers of Distinction for Facilities Program Proposal shall include all of the following:
 - 13.4.1.7.3.1.1. A detailed description of methods for:
 - 13.4.1.7.3.1.1.1. Rewarding designated facilities for accepting additional Members.
 - 13.4.1.7.3.1.1.2. Motivating and helping Providers that were not designated as CO Providers of Distinction to improve those Providers' performances.
 - 13.4.1.7.3.2. DELIVERABLE: Incentives for CO Providers of Distinction for Facilities Program Proposal
 - 13.4.1.7.3.3. DUE: As identified in the Project Schedule
- 13.4.1.7.4. To define requirements for Contractor's Technology Solution, Contractor shall develop a Facility Performance Report Publication Plan.
 - 13.4.1.7.4.1. The Facility Performance Report Publication Plan shall include, at a minimum, all of the following:
 - 13.4.1.7.4.1.1. A summary of health services literature regarding effective ways to communicate information to influence Member selection of a care provider.
 - 13.4.1.7.4.1.2. Steps to engage Members to help the Department make decisions about the design and dissemination of information about the performances of individual facilities.
 - 13.4.1.7.4.1.3. Options for the design of information about the performances of individual facilities that encourages Members to use the information to select their care providers.
 - 13.4.1.7.4.2. DELIVERABLE: Facility Performance Report Publication Plan
 - 13.4.1.7.4.3. DUE: As identified in the Project Schedule
- 13.4.2. Program Initial Release within Contractor's Technology Solution

- 13.4.2.1. Utilizing Contractor's Technology Solution, Contractor shall create Updated Performance Reports for the initial three procedure episodes, sortable by hospital, ambulatory surgery center, and surgeon, if applicable.
 - 13.4.2.1.1. The Updated Performance Reports shall, at a minimum, include all of the following:
 - 13.4.2.1.1.1. Quarterly updates of unadjusted and risk-adjusted cost, quality, safety, and equity performance measurement results.
 - 13.4.2.1.1.2. Statistical tests of stability and reliability of:
 - 13.4.2.1.1.2.1. Procedure episode volume.
 - 13.4.2.1.1.2.2. Episode costs by payer.
 - 13.4.2.1.1.2.3. Quality, safety, and equity measurement results across payers.
 - 13.4.2.1.2. DELIVERABLE: Updated Performance Reports
 - 13.4.2.1.3. DUE: On a quarterly basis, as identified in the Project Schedule
- 13.4.2.2. Utilizing Contractor's Technology Solution, Contractor shall create a Technology Solution Expansion Plan for the CO Providers of Distinction for Facilities Program, which may be to be implemented, if at all, through future Contract amendments.
 - 13.4.2.2.1. The Technology Solution Expansion Plan for the CO Providers of Distinction for Facilities Program shall include, at a minimum, all of the following:
 - 13.4.2.2.1.1. Selection of five additional procedure episodes that meet requirements listed in Sections 13.4.1.2.4.1 through 13.4.1.2.4.1.5.
 - 13.4.2.2.1.2. Step-by-step plan to implement requirements previously defined and developed for Contractor's Technology Solution for additional procedure episodes, which shall include all of the following g:
 - 13.4.2.2.1.2.1. Modification of procedure episode definitions.
 - 13.4.2.2.1.2.2. Selection of performance measures of quality, safety, and equity.
 - 13.4.2.2.1.2.3. Documentation of performance measure specifications.
 - 13.4.2.2.1.2.4. Development of risk adjustment methods.
 - 13.4.2.2.2. DELIVERABLE: Technology Solution Expansion Plan for the CO Providers of Distinction for Facilities Program
 - 13.4.2.2.3. DUE: As identified in the Project Schedule

14. OPTIONAL NEW WORK

- 14.1. Provided that the Department obtains future funding appropriations or other funding sources, the Department may include any or all New Work identified in this Section as part of this Contract. None of the New Work described in this Section 14 is guaranteed to be implemented at any time during the Term of the Contract.
 - 14.1.1. All New Work, if any, shall be implemented via a Contract Amendment. No New Work shall begin prior to execution of an applicable Contract Amendment.
 - 14.1.1.1. Any Contract Amendment shall include, at least in part, the applicable rates identified in Exhibit C.

- 14.2. The New Work identified in this Section 14 is new to the extent that it is not duplicative of Contractor's responsibilities in this Exhibit B.
- 14.3. New Work may include any or all of following that is not already identified in this Exhibit B:
 - 14.3.1. The provisions identified as "FUTURE OPTION" in ITN UHAA 2022000008, Modification #1.
 - 14.3.2. The strategic planning of the APM 2 Program operations process and the management of all involved activities, including but not limited to Stakeholder engagement, evaluation, scaling up, Provider enrollment, and Provider training.
- 14.4. The Department may elect, in its sole discretion, not to have Contractor perform any or all of the New Work.
- 14.5. All Deliverables resulting from New Work shall comply with all requirements identified in Exhibit E, Section 1.6.

15. SERVICE LEVEL AGREEMENTS (SLAs)

15.1. System Management SLAs

15.1.1. The following Systems Management SLAs shall apply to Contractor's Technology Solution.

15.1.1.1. Priority 1 Production Incidents

15.1.1.1.1. Notice of Priority 1 Production Incidents

15.1.1.1.1.1. Contractor shall provide to the Department Notice of each Priority 1 Production Incident within 30 minutes after Contractor discovers the Priority 1 Production Incident.

15.1.1.1.1.1.1. The Notice of a Priority 1 Production Incident shall include all of the following:

15.1.1.1.1.1.1.1. Identification of the Production Incident priority.

15.1.1.1.1.1.1.2. Date of the Priority 1 Production Incident.

15.1.1.1.1.1.1.3. Time of the Priority 1 Production Incident.

15.1.1.1.1.1.1.4. If the Production Incident is resolved prior to providing the Notice of a Priority 1 Production Incident, when the Production Incident was resolved and ended.

15.1.1.1.1.1.2. Contractor shall deliver each Notice of a Priority 1 Production Incident to the Department for review and approval.

15.1.1.1.1.1.3. DELIVERABLE: Notice of a Priority 1 Production Incident

15.1.1.1.1.1.4. DUE: Not later than 30 minutes after Contractor discovers the Production Incident

15.1.1.1.2. Preliminary Root Cause Analysis (RCA) and Resolution Plan for Priority 1 Production Incidents

15.1.1.1.2.1. Contractor shall prepare a Preliminary RCA and Resolution Plan for each Priority 1 Production Incident, which shall include all SOPs written for each Priority 1 Production Incident type, based on error type.

- 15.1.1.1.2.1.1. Contractor shall deliver each Preliminary RCA and Resolution Plan to the Department for review and approval. Contractor shall not use any Preliminary RCA and Resolution Plan prior to the Department's approval of that document.
- 15.1.1.1.2.1.1.1. DELIVERABLE: Preliminary RCA and Resolution Plan
- 15.1.1.1.2.1.1.2. DUE: Not later than two hours after Contractor provided the Notice of a Priority 1 Production Incident to the Department
- 15.1.1.1.3. Reports for and Resolution of Priority 1 Production Incidents
- 15.1.1.1.3.1. Contractor shall provide an Incident Resolution Report for all Priority 1 Production Incidents.
- 15.1.1.1.3.1.1. The Incident Resolution Report shall include all of the following:
 - 15.1.1.1.3.1.1.1.1. Confirmation of restoration of service or of the remediation plan.
 - 15.1.1.1.3.1.1.1.2. Timeline for resolution of the Priority 1 Production Incident.
- 15.1.1.1.3.1.2. Contractor shall deliver each Incident Resolution Report to the Department for review and approval. Contractor shall not use any Incident Resolution Report prior to the Department's approval of that document.
- 15.1.1.1.3.1.3. DELIVERABLE: Incident Resolution Report
- 15.1.1.1.3.1.4. DUE: Not later than 24 hours after the Department approves the Preliminary RCA and Resolution Plan for the Priority 1 Production Incident
- 15.1.1.1.4. Contractor shall deliver each Final Production Incident Report for each Priority 1 Production Incident to the Department for review and approval.
- 15.1.1.1.4.1. DELIVERABLE: Final Production Incident Report
- 15.1.1.1.4.2. DUE: Not later than 30 days after resolution of the Priority 1 Production Incident
- 15.1.1.1.5. Contractor shall prepare Progress Reports for each Priority 1 Production Incident until the Priority 1 Production Incident is resolved.
- 15.1.1.1.5.1. Contractor shall deliver each Progress Report to the Department for review and approval.
 - 15.1.1.1.5.1.1. DELIVERABLE: Progress Report
 - 15.1.1.1.5.1.2. DUE: Every four hours, calculated from the time Contractor provides the Notice of a Priority 1 Production Incident to the Department
- 15.1.1.1.6. Contractor shall resolve all Priority 1 Production Incident(s) within 24 hours after Contractor identifies the Priority 1 Production Incident.
- 15.1.1.1.6.1. PERFORMANCE STANDARD: All Priority 1 Production Incident(s) resolved within 24 hours after Contractor's identification of the Priority 1 Production Incident.
- 15.1.1.2. Priority 2 Production Incidents
 - 15.1.1.2.1. Notice of Priority 2 Production Incidents
 - 15.1.1.2.1.1. Contractor shall provide to the Department Notice of each Priority 2 Production Incident.

- 15.1.1.2.1.1.1. The Notice of a Priority 2 Production Incident shall include all of the following:
 - 15.1.1.2.1.1.1.1. Identification of the Production Incident priority.
 - 15.1.1.2.1.1.1.2. Date of the Priority 2 Production Incident.
 - 15.1.1.2.1.1.1.3. Time of the Priority 2 Production Incident.
 - 15.1.1.2.1.1.1.4. If the Production Incident is resolved prior to providing the Notice of a Priority 2 Production Incident, when the Production Incident was resolved and ended.
- 15.1.1.2.1.1.2. Contractor shall deliver each Notice of a Priority 2 Production Incident to the Department for review and approval.
- 15.1.1.2.1.1.3. DELIVERABLE: Notice of a Priority 2 Production Incident
- 15.1.1.2.1.1.4. DUE: Not later than 60 minutes after Contractor discovers the Production Incident
- 15.1.1.2.2. Preliminary RCA and Resolution Plan for Priority 2 Production Incidents
 - 15.1.1.2.2.1. Contractor shall prepare a Preliminary RCA and Resolution Plan for each Priority 2 Production Incident, which shall include all SOPs written for each Priority 2 Production Incident type, based on error type.
 - 15.1.1.2.2.1.1. Contractor shall deliver each Preliminary RCA and Resolution Plan to the Department for review and approval. Contractor shall not use any Preliminary RCA and Resolution Plan prior to the Department's approval of that document.
 - 15.1.1.2.2.1.2. DELIVERABLE: Preliminary RCA and Resolution Plan
 - 15.1.1.2.2.1.3. DUE: Not later than eight Business Hours after Contractor provided the Notice of a Priority 2 Production Incident to the Department
- 15.1.1.2.3. Reports for and Resolution of Priority 2 Production Incidents
 - 15.1.1.2.3.1. Contractor shall provide an Incident Resolution Report for all Priority 2 Production Incidents.
 - 15.1.1.2.3.1.1. The Incident Resolution Report shall include all of the following:
 - 15.1.1.2.3.1.1.1. Confirmation of restoration of service or of the remediation plan.
 - 15.1.1.2.3.1.1.2. Timeline for resolution of the Priority 2 Production Incident.
 - 15.1.1.2.3.1.2. Contractor shall deliver each Incident Resolution Report to the Department for review and approval. Contractor shall not use any Incident Resolution Report prior to the Department's approval of that document.
 - 15.1.1.2.3.1.3. DELIVERABLE: Incident Resolution Report
 - 15.1.1.2.3.1.4. DUE: Not later than 14 days after Contractor identifies the Incident
- 15.1.1.2.4. Contractor shall deliver a Daily Status Update for each Priority 2 Production Incident to the Department for review and approval.
 - 15.1.1.2.4.1. DELIVERABLE: Daily Status Update

- 15.1.1.2.4.2. DUE: Not later than noon every day
- 15.1.1.2.5. Contractor shall resolve all Priority 2 Production Incident(s) within 36 hours after the Department approves the Preliminary RCA and Resolution Plan for the Priority 2 Production Incident(s).
- 15.1.1.2.5.1. PERFORMANCE STANDARD: All Priority 2 Production Incident(s) resolved within 36 hours after the Department approves the Preliminary RCA and Resolution Plan for the Priority 2 Production Incident(s).
- 15.1.1.3. Priority 3 Production Incidents
- 15.1.1.3.1. Contractor shall provide to the Department Notice of each Priority 3 Production Incident.
- 15.1.1.3.1.1. The Notice of a Priority 3 Production Incident must include all of the following:
 - 15.1.1.3.1.1.1. Identification of Production Incident priority.
 - 15.1.1.3.1.1.2. Date of the Priority 3 Production Incident.
 - 15.1.1.3.1.1.3. Time of the Priority 3 Production Incident.
 - 15.1.1.3.1.1.4. If the Production Incident is resolved prior to providing the Notice of a Priority 3 Production Incident, when the Production Incident was resolved and ended.
- 15.1.1.3.1.2. Contractor shall deliver each Notice of a Priority 3 Production Incident to the Department for review and approval.
- 15.1.1.3.1.3. DELIVERABLE: Notice of a Priority 3 Production Incident
- 15.1.1.3.1.4. DUE: Not later than one Business Day after Contractor discovers the Production Incident.
- 15.1.1.4. Contractor shall prepare a Preliminary RCA and Resolution Plan for each Priority 3 Production Incident, which shall include all SOPs written for each Priority 3 Production Incident type, based on error type.
- 15.1.1.4.1. Contractor shall deliver each Preliminary RCA and Resolution Plan to the Department for review and approval. Contractor shall not use any Preliminary RCA and Resolution Plan prior to the Department's approval of that document.
- 15.1.1.4.2. DELIVERABLE: Preliminary RCA and Resolution Plan
- 15.1.1.4.3. DUE: Not later than 48 hours after Contractor provided the Notice of a Priority 3 Production Incident to the Department.
- 15.1.1.5. Contractor shall provide an Incident Resolution Report for each Priority 3 Production Incident.
- 15.1.1.5.1. The Incident Resolution Report shall include all of the following:
 - 15.1.1.5.1.1. Confirmation of the remediation deployment.
 - 15.1.1.5.1.2. Confirmation of the timeline for implementation previously agreed upon by the Parties in the Preliminary RCA and Resolution Plan.
- 15.1.1.5.2. Contractor shall deliver each Incident Resolution Report to the Department for review and approval. Contractor shall not use any Incident Resolution Report prior to the Department's approval of that document.

- 15.1.1.5.3. DELIVERABLE: Incident Resolution Report
- 15.1.1.5.4. DUE: Not later than one month after the Department approves the Preliminary RCA and Resolution Plan for each Priority 3 Production Incident
- 15.1.1.6. Contractor shall deliver a Final Production Incident Report for each Priority 3 Production Incident to the Department for review and approval.
- 15.1.1.6.1. DELIVERABLE: Final Production Incident Report
- 15.1.1.6.2. DUE: Not later than 30 days after resolution of each Priority 3 Production Incident
- 15.1.1.7. Contractor shall prepare a Weekly Progress Report for each Priority 3 Production Incident until the Priority 3 Production Incident is resolved.
- 15.1.1.7.1. Contractor shall deliver each Weekly Progress Report to the Department for review and approval.
- 15.1.1.7.2. DELIVERABLE: Weekly Progress Report
- 15.1.1.7.3. DUE: Not later than every Friday by 5:00 p.m.
- 15.1.1.8. Contractor shall resolve all Priority 3 Production Incident(s) within one month after Contractor identifies the Priority 3 Production Incident.
- 15.1.1.8.1. PERFORMANCE STANDARD: All Priority 3 Production Incident(s) resolved within one month after Contractor's identification of the Priority 3 Production Incident.

15.2. Testing SLAs

15.2.1. Testing Environments

- 15.2.1.1. Contractor shall ensure that the UAT environment is available to be used 99.9% of the time during Scheduled Testing Activities.
- 15.2.1.1.1. PERFORMANCE STANDARD: The UAT testing environment shall be available 99.9% of the time when Scheduled Testing Activities are planned.
- 15.2.1.2. Contractor shall ensure that all testing environments that are defined in the Sections 8.2.1 through 8.2.1.4.
- 15.2.1.3. Contractor shall resolve any unscheduled testing environment downtime within one Business Hour after Contractor identifies the downtime.
- 15.2.1.3.1. PERFORMANCE STANDARD: All unscheduled downtime in all testing environments shall be resolved, with access to the testing environment restored, within one hour after Contractor identifies the downtime.
- 15.2.1.4. Contractor shall ensure that all testing environments are available during the hours of 7:00 a.m. and 11:00 p.m. Mountain Time, as adjusted for Daylight Saving Time, on all days on which Scheduled Testing Activities are planned.

15.3. Deployment of Code/Functionality SLAs

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

- 15.3.1.1. **PERFORMANCE STANDARD:** All Department-approved code and/or functionality shall be implemented after the Department has provided written approval to implement the code functionality.
- 15.4. Licensing SLAs
 - 15.4.1. Contractor shall have responsibility for obtaining, controlling, and ensuring the working order of all hardware and software licenses and certificates necessary to complete the Work.
 - 15.4.1.1. Contractor shall manage the production hardware and software licenses.
 - 15.4.2. **PERFORMANCE STANDARD:** Contractor shall renew all hardware and software licenses and certificates on time so that no hardware or software license expires.
- 15.5. System Performance SLAs
 - 15.5.1. Contractor shall ensure that the Production Environment is available 24 hours per day and seven days per week, with a monthly availability of 99.9% uptime, excluding Department-approved planned downtime.
 - 15.5.1.1. **PERFORMANCE STANDARD:** The Production Environment shall be available 24 hours per day and seven days per week. The Production Environment shall have a monthly availability of 99.9% uptime, excluding Department-approved planned downtime.
 - 15.5.1.2. Monthly availability is calculated as follows:
 - 15.5.1.2.1.
$$\text{Availability Percentage} = \frac{\text{Unplanned Unavailability or Downtime (Total Downtime - Approved Downtime - Department approval time for Preliminary RCAs and Resolution Plans)}}{\text{Total Time (24x7) over a month period}}$$
 - 15.5.1.3. Unplanned Unavailability shall not include cloud platform unplanned outages.
 - 15.5.1.3.1. If a cloud platform unplanned outage occurs, Contractor shall notify the Department within one Business Hour after learning of the cloud platform unplanned outage.
 - 15.5.1.3.2. If a cloud platform unplanned outage occurs, Contractor shall contact the cloud platform throughout the duration of the cloud platform unplanned outage to learn more information about resolution of the unplanned outage and communicate all information from the cloud platform to the Department.
 - 15.5.1.3.3. An unplanned cloud platform outage shall be considered “approved downtime.”
 - 15.5.1.4. Contractor shall request approval of all planned downtime, and the Department will not unreasonably withhold planned downtime approval.
 - 15.5.2. Contractor shall deliver the Monthly System Performance Availability Report to the Department for review and approval.
 - 15.5.2.1. **DELIVERABLE:** Monthly System Performance Availability Report
 - 15.5.2.2. **DUE:** Not later than seven Business Days after the end of each calendar month
 - 15.5.3. Contractor shall provide API native service performance that meets 90% Latency of less than 10,000 milliseconds as measured by the API provider time per message request, in relation to online transaction processing (OLTP) functions and not in relation to online analytical processing (OLAP) functions.

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

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

15.6. Personnel SLA

15.6.1. Contractor shall comply Exhibit E, Section 2.1.2 through 2.1.2.2.

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

15.7. Data Production SLA

15.7.1. Notice and Resolution Plan of Data Production Errors for those Deliverables identified in the Monthly Contract Management Report

15.7.1.1. Contractor shall provide the Department Notice and a Resolution Plan for any identified errors in calculation of rates or methodology within 24 hours after Contractor identifies the error.

15.7.1.1.1. The Notice and Resolution Plan of a Data Production Error shall include all of the following:

15.7.1.1.1.1. The name of the Deliverable that contains the Data Production Error.

15.7.1.1.1.2. Other Deliverables effected by the Data Production Error.

15.7.1.1.1.3. Manner by which or reason the Data Production Error was generated, created, or established.

15.7.1.1.1.4. Steps and timeline of actions that need to be taken to resolve the Data Production Error.

15.7.1.1.2. Contractor shall deliver each Notice and Resolution Plan of a Data Production Error to the Department for review and approval.

15.7.1.1.3. **DELIVERABLE:** Notice and Resolution Plan of a Data Production Error

15.7.1.1.4. **DUE:** Not later than 24 hours after Contractor discovers the Data Production Error

15.8. Help Desk SLAs

15.8.1. Contractor shall provide Help Desk support functions that enables User support to be requested via Tier I and Tier II support at a minimum on all Business Days from 6:00 a.m. Mountain Time to 6:00 p.m. Mountain Time, as adjusted for Daylight Saving Time.

15.8.1.1. **PERFORMANCE STANDARD:** The Help Desk shall be available and working to resolve Tier I and Tier II requests between the hours of 6:00 a.m. Mountain Time and 6:00 p.m. Mountain Time, as adjusted for Daylight Saving Time, on all Business Days.

15.8.2. Contractor shall provide a non-automated response to all requests to the Help Desk requests during Business Hours within 60 minutes, 99.99% of the time, measured weekly Sunday through Saturday.

- 15.8.2.1. **PERFORMANCE STANDARD:** Non-automated responses shall be provided to 99.99% of all Help Desk requests within 60 minutes during Business Hours, when the percentage is measured weekly from Sunday through Saturday.
- 15.8.3. Contractor shall implement and utilize a mutually agreed-upon trouble-ticket system that supports the production/development/all environments and resolves defects in a timely manner.

16. COMPENSATION AND INVOICING

16.1. Compensation

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

16.2. Detailed Invoicing and Payment Procedures

- 16.2.1. Contractor shall invoice the Department on a quarterly basis, by the 15th Business Day of the month following the end of calendar quarter for which the invoice covers. Contractor shall not invoice the Department for a calendar quarter prior to the last day of that calendar quarter. For purposes of invoicing, work completed over a partial calendar quarter shall be treated the same as work completed over a full calendar quarter.
- 16.2.2. For the avoidance of doubt, calendar quarters shall be measured as follows:
 - 16.2.2.1. January through March.
 - 16.2.2.2. April through June.
 - 16.2.2.3. July through September.
 - 16.2.2.4. October through December.
- 16.2.3. The invoice shall contain all of the following for the calendar quarter for which the invoice covers:
 - 16.2.3.1. The Contract Number shown on the cover page for this Contract to facilitate invoice processing.
 - 16.2.3.2. A clear description of the time period the invoice covers.
 - 16.2.3.3. The Fixed Quarterly Payment, shown in Exhibit C, related to the invoiced calendar quarter.
 - 16.2.3.4. The Quarterly SLA Performance Payment Amount(s), shown in Exhibit C, related to the invoiced calendar quarter, corresponding to those SLAs that Contractor successfully achieved.
 - 16.2.3.5. The total amount due for all achieved SLAs during that calendar quarter.
 - 16.2.3.6. Each Implementation Payment, shown in Exhibit C, for implementation(s) that was accepted by the Department during that calendar quarter.
 - 16.2.3.7. The total amount due for all Implementation Payments for implementation(s) accepted by the Department during that calendar quarter.
 - 16.2.3.8. Each Deliverable, shown in Exhibit C and Exhibit J that was accepted by the Department during that calendar quarter.
 - 16.2.3.9. The total amount due for all Deliverables accepted by the Department during that calendar quarter.

- 16.2.3.10. All Work attributable to Modification Enhancement Hours, in compliance with Exhibit C, Sections 5.1 through Section 5.3, accepted by the Department during that calendar quarter.
- 16.2.3.11. The Total amount due with respect to the Fixed Quarterly Payment, achieved SLAs, accepted Implementation Payments, accepted Deliverables, and accepted Modification Enhancement Hours during that calendar quarter.

16.3. Closeout Payments

- 16.3.1. Notwithstanding anything to the contrary in this Contract, all payments for the final month of this Contract shall be paid to Contractor no sooner than 10 days after the Department has determined that Contractor has completed all of the requirements of the Closeout Period.

EXHIBIT C, RATES

1. RATE INCLUSION AND RATE MODIFICATION

- 1.1. The pricing provided in this Exhibit C encompasses the entire scope of work described in Exhibit B. If any Deliverables are intended to be eliminated or reduced in scope, then Contractor and the Department agree to negotiate an amendment to the payments due and Work defined under this Contract in good faith to account for reduced work corresponding to one or payment(s) and increased work corresponding to other payment(s).

2. QUARTERLY PAYMENTS

- 2.1. Calendar quarters shall be measured as described in Exhibit B, Sections 16.2.2 through 16.2.2.4.

2.2. Fixed Quarterly Payments

- 2.2.1. The Department shall pay Contractor a Fixed Quarterly Payment each calendar quarter for Contractor providing all work included in this Contract other than the additional payments outlined below. The work includes access to Contractor's Technology Solution. This payment is shown in the following table:

PERIOD	FIXED QUARTERLY PAYMENT	TOTAL YEARLY PAYMENT
July 2025 through September 2025	\$149,652.09	
October 2025 through December 2025	\$149,652.09	
January 2026 through March 2026	\$149,652.09	
April 2026 through June 2026	\$149,652.09	\$598,608.36 in SFY26
July 2026 through September 2026	\$276,280.77	
October 2026 through December 2026	\$276,280.77	
January 2027 through March 2027	\$276,280.77	
April 2027 through June 2027	\$276,280.77	\$1,105,123.08 in SFY27
July 2027 through September 2027	\$276,280.77	
October 2027 through December 2027	\$276,280.77	
January 2028 through March 2028	\$276,280.77	
April 2028 through June 2028	\$276,280.77	\$1,105,123.08 in SFY28

2.3. Quarterly SLA Performance Payment Amounts

2.3.1. The Department shall pay Contractor each of the Quarterly SLA Performance Payment Amounts described in this section for each calendar quarter in which Contractor meets all requirements associated with each identified SLA and upon the Department's acceptance of Contractor's invoice for the month in which the applicable calendar quarter ends.

2.3.2. Compliance with Uptime SLA at Exhibit B, Sections 15.5.1 through 15.5.1.1

2.3.2.1. The Department shall pay Contractor a Quarterly Uptime SLA Performance Payment described in this section for each calendar quarter in which Contractor fully and successfully completes the Uptime SLA identified in Exhibit B, Sections 15.5.1 through 15.5.1.1 and upon the Department's acceptance of Contractor's invoice for the month in which the applicable calendar quarter ends.

2.3.2.1.1. Provided Contractor fully and successfully completes the Uptime SLA identified in Exhibit B, Sections 15.5.1 through 15.5.1.1, the amount of each Quarterly Uptime SLA Performance Payment is shown in the following table:

PERIOD	QUARTERLY UPTIME SLA PERFORMANCE PAYMENT AMOUNT	MAXIMUM SFY AMOUNT
July 2025 through September 2025	\$4,401.53	
October 2025 through December 2025	\$4,401.53	
January 2026 through March 2026	\$4,401.53	
April 2026 through June 2026	\$4,401.53	\$17,606.12 in SFY26
July 2026 through September 2026	\$8,125.91	
October 2026 through December 2026	\$8,125.91	
January 2027 through March 2027	\$8,125.91	
April 2027 through June 2027	\$8,125.91	\$32,503.64 in SFY27
July 2027 through September 2027	\$8,125.91	
October 2027 through December 2027	\$8,125.91	
January 2028 through March 2028	\$8,125.91	
April 2028 through June 2028	\$8,125.91	\$32,503.64 in SFY28

2.3.3. Compliance with Latency SLA at Exhibit B, Sections 15.5.3 through 15.5.3.1

2.3.3.1. The Department shall pay Contractor a Quarterly Latency SLA Performance Payment described in this section for each calendar quarter in which Contractor fully and successfully completes the Latency SLA identified in Exhibit B, Sections 15.5.3 through

15.5.3.1 and upon Department's acceptance of Contractor's invoice for the month in which the applicable calendar quarter ends.

- 2.3.3.1.1. Provided Contractor fully and successfully completes the Latency SLA identified in Exhibit B, Sections 15.5.3 through 15.5.3.1, the amount of each Quarterly Latency SLA Performance Payment is shown in the following table:

PERIOD	QUARTERLY LATENCY SLA PERFORMANCE PAYMENT AMOUNT	MAXIMUM SFY AMOUNT
July 2025 through September 2025	\$4,401.53	
October 2025 through December 2025	\$4,401.53	
January 2026 through March 2026	\$4,401.53	
April 2026 through June 2026	\$4,401.53	\$17,606.12 in SFY26
July 2026 through September 2026	\$8,125.91	
October 2026 through December 2026	\$8,125.91	
January 2027 through March 2027	\$8,125.91	
April 2027 through June 2027	\$8,125.91	\$32,503.64 in SFY27
July 2027 through September 2027	\$8,125.91	
October 2027 through December 2027	\$8,125.91	
January 2028 through March 2028	\$8,125.91	
April 2028 through June 2028	\$8,125.91	\$32,503.64 in SFY28

- 2.3.4. Compliance with Personnel SLA at Exhibit B, Sections 15.6 through 15.6.1.1

- 2.3.4.1. The Department shall pay Contractor a Quarterly Personnel SLA Performance Payment described in this section for each calendar quarter in which Contractor fully and successfully completes the Personnel SLA identified in Exhibit B, Sections 15.6 through 15.6.1.1 and upon the Department's acceptance of Contractor's invoice for the month in which the applicable calendar quarter ends.

- 2.3.4.1.1. Provided Contractor fully and successfully completes the Personnel SLA identified in Exhibit B, Sections 15.6 through 15.6.1.1, the amount of each Quarterly Personnel SLA Performance Payment is shown in the following table:

PERIOD	QUARTERLY PERSONNEL SLA PERFORMANCE PAYMENT AMOUNT	MAXIMUM SFY AMOUNT

July 2025 through September 2025	\$8,803.07	
October 2025 through December 2025	\$8,803.07	
January 2026 through March 2026	\$8,803.07	
April 2026 through June 2026	\$8,803.07	\$35,212.28 in SFY26
July 2026 through September 2026	\$16,251.81	
October 2026 through December 2026	\$16,251.81	
January 2027 through March 2027	\$16,251.81	
April 2027 through June 2027	\$16,251.81	\$65,007.24 in SFY27
July 2027 through September 2027	\$16,251.81	
October 2027 through December 2027	\$16,251.81	
January 2028 through March 2028	\$16,251.81	
April 2028 through June 2028	\$16,251.81	\$65,007.24 in SFY28

2.3.5. Compliance with Help Desk Operations Time SLA at Exhibit B, Sections 15.8.1 through 15.8.1.1

2.3.5.1. The Department shall pay Contractor a Quarterly Help Desk Operations Time SLA Performance Payment described in this section for each calendar quarter in which Contractor fully and successfully completes the Help Desk Operations Time SLA identified in Exhibit B, Sections 15.8.1 through 15.8.1.1 and upon the Department's acceptance of Contractor's invoice for the month in which the applicable calendar quarter ends.

2.3.5.1.1. Provided Contractor fully and successfully completes the Help Desk Operations Time SLA identified in Exhibit B, Sections 15.8.1 through 15.8.1.1, the amount of each Quarterly Help Desk Operations Time SLA Performance Payment is shown in the following table:

PERIOD	QUARTERLY HELP DESK OPERATIONS TIME SLA PERFORMANCE PAYMENT AMOUNT	MAXIMUM SFY AMOUNT
July 2025 through September 2025	\$4,401.53	
October 2025 through December 2025	\$4,401.53	

January 2026 through March 2026	\$4,401.53	
April 2026 through June 2026	\$4,401.53	\$17,606.12 in SFY26
July 2026 through September 2026	\$8,125.91	
October 2026 through December 2026	\$8,125.91	
January 2027 through March 2027	\$8,125.91	
April 2027 through June 2027	\$8,125.91	\$32,503.64 in SFY27
July 2027 through September 2027	\$8,125.91	
October 2027 through December 2027	\$8,125.91	
January 2028 through March 2028	\$8,125.91	
April 2028 through June 2028	\$8,125.91	\$32,503.64 in SFY28

2.3.6. Compliance with Help Desk Response Time SLA at Exhibit B, Sections 15.8.2 through 15.8.2.1

2.3.6.1. The Department shall pay Contractor a Quarterly Help Desk Response Time SLA Performance Payment described in this section for each calendar quarter in which Contractor fully and successfully completes the Help Desk Response Time SLA identified in Exhibit B, Sections 15.8.2 through 15.8.2.1 and upon the Department's acceptance of Contractor's invoice for the month in which the applicable calendar quarter ends.

2.3.6.1.1. Provided Contractor fully and successfully completes the Help Desk Response Time SLA identified in Exhibit B, Sections 15.8.2 through 15.8.2.1, the amount of each Quarterly Help Desk Response Time SLA Performance Payment is shown in the following table:

PERIOD	QUARTERLY HELP DESK RESPONSE TIME SLA PERFORMANCE PAYMENT AMOUNT	MAXIMUM SFY AMOUNT
July 2025 through September 2025	\$4,401.53	
October 2025 through December 2025	\$4,401.53	
January 2026 through March 2026	\$4,401.53	
April 2026 through June 2026	\$4,401.53	\$17,606.12 in SFY26
July 2026 through September 2026	\$8,125.91	

October 2026 through December 2026	\$8,125.91	
January 2027 through March 2027	\$8,125.91	
April 2027 through June 2027	\$8,125.91	\$32,503.64 in SFY27
July 2027 through September 2027	\$8,125.91	
October 2027 through December 2027	\$8,125.91	
January 2028 through March 2028	\$8,125.91	
April 2028 through June 2028	\$8,125.91	\$32,503.64 in SFY28

3. ONE-TIME IMPLEMENTATION PAYMENTS

- 3.1. The Department shall pay Contractor a Fixed Implementation Payment for each of the following implementations that are accepted by the Department:

IMPLEMENTATION	DUE DATE	FIXED IMPLEMENTATION PAYMENT
APM 2 Program Soft Launch	SFY24	\$422,547.08
Initial Launch Operations of Contractor's Technology Solution	SFY24	\$1,300,144.87

4. ONE-TIME DELIVERABLE PAYMENTS

- 4.1. The Department shall pay Contractor a Fixed Deliverable Payment for all Deliverables in Exhibit J that are accepted by the Department.
- 4.2. Unless otherwise identified in Exhibit J, each Deliverable payment shall be paid once to Contractor.
- 4.3. To the extent that any conflict exists between the "Exhibit B Section Number" column and the "Deliverable Name" column in Exhibit J, information in the "Deliverable Name" column shall control.

5. MODIFICATION ENHANCEMENT HOURS

- 5.1. The chart in this section describes the hourly rates that Contractor shall use to calculate the reasonable Deliverable or milestone completion payment amounts for all projects described under the Modification Enhancement Work in Exhibit B, Section 11. This chart is for calculation purposes only to determine the Deliverable or milestone completion payment amounts, based on a blended rate of the hourly rates described below, and the Department shall not pay hourly rates for any Work performed under Exhibit B, Section 11.
- 5.1.1. The Parties also agree to use these rates as a guide to help determine a reasonable price for all amendments to this Contract that increase or decrease work.

- 5.2. The hourly rates to be used for the calculations described in this section for each SFY are shown on the table below:

ROLE	RATE (THROUGH THE TERM OF THE CONTRACT)
Senior Clinician	\$325.00
Partner/Subject Matter Professional	\$300.00
Technical Lead	\$250.00
Senior Data Engineer/Senior (Project) Manager	\$200.00
Data Engineer/Project Manager	\$175.00
Senior Analyst	\$150.00
(Data) Analyst	\$130.00
Junior Analyst	\$100.00
Blended Rate: Annual System Enhancement Hours	\$150.00
Blended Rate: New Quality and Performance Measure Development	\$220.00

- 5.3. The total amount of funding available for projects described in Exhibit B, Section 11 for each fiscal year is as follows:

SFY	MODIFICATION AND ENHANCEMENT FUNDING AVAILABLE
SFY 2024	\$0.00
SFY 2025	\$600,000.00
SFY 2026	\$800,000.00
SFY 2027	\$700,000.00
SFY 2028	\$700,000.00

- 5.3.1. The Department may increase or decrease the funding amount available in this Section 5.3, and add additional work related to Modification Enhancement Hours, through the use of an Option Letter substantially similar to Exhibit F.
- 5.4. The Parties agree to use the rates identified in Section 5.2 as guides to help determine reasonable prices for all amendments to this Contract that increase or decrease Work.

EXHIBIT D, TERMINOLOGY

1. TERMINOLOGY

- 1.1. In addition to the terms defined in §3 of this Contract, the following list of terms shall be construed and interpreted as follows:
 - 1.1.1. Actuarial Standards of Practice – The procedures an actuary should follow when performing actuarial services and identifies what the actuary should disclose when communicating the results of those services.
 - 1.1.2. American Recovery and Reinvestment Act (ARRA) – The American Recovery and Reinvestment Act of 2009.
 - 1.1.3. Anomaly – Data is flowing in the ESI Integration Platform but there is no data integrity between the ODS and the Source System or System, Integration processes, or Integration components and data are incomplete in their transmission.
 - 1.1.4. API Gateway – A programming layer that accepts and processes concurrent API calls, which happen when APIs submit requests to a server. An API Gateway manages traffic, authorizes End Users, and monitors performance.
 - 1.1.5. APM 2 Program Enrollment Start Date – The quarterly dates on which the APM 2 Program accepts new enrollees, which dates are January 1, April 1, July 1, and October 1 of each calendar year.
 - 1.1.6. APM 2 Program Year(s) – One or more calendar years in which each calendar year is measured from January 1 through December 31.
 - 1.1.7. Application Program Interface (API) – A set of routines, protocols, and tools for building software applications.
 - 1.1.8. Business Hour – The hours of the day during which business is transacted. The open and close schedule that a business determines for its operations. Office working hours are weekdays from 8:00 a.m. to 5:00 p.m. Mountain Time.
 - 1.1.9. Business Interruption – Any event that disrupts Contractor’s ability to complete the Work for a period of time, and may include, but is not limited to a Disaster, power outage, strike, loss of necessary personnel or computer virus.
 - 1.1.10. Change Request – A formal proposal to modify a document, Deliverable, or baseline; a formal proposal to make a System change; or a formal proposal to make any other System modification.
 - 1.1.11. Child Health Plan Plus (CHP+) – Colorado’s public low-cost health insurance for certain children and pregnant women. It is for people who earn too much to qualify for Health First Colorado (Colorado's Medicaid Program), but not enough to pay for private health insurance.
 - 1.1.12. CMS Child Core Measures Set – The quality measures set by CMS to strengthen the quality of care provided, encompassing both physical and mental health.
 - 1.1.13. CMS Core Measure – CMS Core Measures are developed to promote alignment and harmonization of measures to identify high-value, high-impact, evidence-based measures that promote better patient outcomes and provide useful information for improvement, decision making, and payment.

- 1.1.14. CMS Core Measure Set for Maternal and Perinatal Health – The quality measure set by CMS for Maternal and Perinatal Health.
- 1.1.15. CMS Standards and Conditions – The standards and conditions that pertain to the design and development of health care systems and are a fundamental cornerstone in the MITA State Self-Assessment activity. State’s enhanced federal funding depends upon system modernization that focuses on incorporating industry standards, business rules, and service-oriented architecture principles to foster improved business results and enhance interoperability to lower costs and improve health outcomes.
- 1.1.16. Colorado All-Payer Claims and All-Payer Claims Database – The database operated by the Center for Improving Value in Health Care that collects and aggregates claims from all payers in Colorado.
- 1.1.17. Colorado Joint Budget Committee – The part of the Colorado General Assembly responsible for studying the management, operations, programs, and fiscal needs of agencies and institutions of Colorado state government.
- 1.1.18. Colorado Revised Statutes (C.R.S.) – The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.
- 1.1.19. Committed Transaction – An event where the two or more parties involved have submitted and received a file/batch and acknowledged the transaction as completed.
- 1.1.20. Communication Protocols – A set of formal rules describing how to transmit or exchange data, especially across a network.
- 1.1.21. Consultative Support Services – Services used to integrate and optimize Colorado’s MES Business, Technical, and Information Architectures. Consultative Support Services provide services to support the Department with strategic planning and decision making that will impact re-planning of the MES Modernization Roadmap.
- 1.1.22. Consumer Price Index- Urban (CPI-U) – The Consumer Price Index for All Urban Consumers published by the US Department of Labor, Bureau of Labor Statistics.
- 1.1.23. Contract Year – Each period of 12 consecutive months during the Initial Term of this Agreement, with the first Contract Year commencing on the Effective Date, and with each subsequent Contract Year commencing on the anniversary of the Effective Date.
- 1.1.24. Dashboard – A visual display of various recognized data within a software system, designed to provide information at a glance.
- 1.1.25. Data – State Confidential Information and other State information resources transferred to the Contractor for the purpose of completing a task or Project assigned in the Statement of Work.
- 1.1.26. Data Governance – The exercise of authority, control, and shared decision making (e.g., planning, monitoring and enforcement) over the management of data assets.
- 1.1.27. Data Production Error – Errors found in Deliverables that require Contractor to calculate or extract data.
- 1.1.28. Defect – A genuine error, malfunction, fault, or failure which prevents the System from operating as intended. A Defect also includes situations in which a part or component of the System was operating as intended but at some point stopped working as intended.

- 1.1.29. Department Staff – Colorado Department of Health Care Policy & Financing (HCPF) State employees or contracted personnel, as determined by the Department.
- 1.1.30. Department Stakeholders – A person, Project team member, or participant within the Department’s organization or system, with an interest or concern in its business or success.
- 1.1.31. Department’s Existing Actuarial Contractor – The contractor with whom the Department contracts as of the Effective Date with respect to the operation of the Department’s APM 2 Program.
- 1.1.32. Disaster – An event that makes it impossible for Contractor to perform the Work out of its regular facility or facilities, and may include, but is not limited to, natural disasters, fire or terrorist attacks.
- 1.1.33. Electronic Clinical Quality Measure (eCQM) – An eCQM is a clinical quality measure that is expressed and formatted to use data from electronic health records (EHR) and/or Health Information Technology (HIT) systems to measure healthcare quality, specifically data captured in structured form during the process of patient care.
- 1.1.34. End-to-End Test or Testing – End-to-end testing is a software testing technique that verifies the functionality and performance of an entire software application from start to finish by simulating real-world user scenarios and replicating live data. Its objective is to identify bugs that arise when all components are integrated, ensuring that the application delivers the expected output as a unified entity.
- 1.1.35. Enterprise Governance Council – This is the group formed to ensure alignment across all projects in the organization to understand impact.
- 1.1.36. Enterprise Solutions Integrator Contractor – The Department’s Medicaid Enterprise System Integration Platform Contractor. Also termed “the Department’s Enterprise Solutions Integrator Contractor.”
- 1.1.37. Existing System – All of the MES systems in existing as of the Effective Date.
- 1.1.38. External Stakeholder – An External Stakeholder is a Stakeholder who is neither a Department employee nor a Department contractor.
- 1.1.39. Fee-for-Service – The unassigned population of Health First Colorado Members who get services from any Provider that accepts Medicaid.
- 1.1.40. Fraud – An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to that person or some other person and includes any act that constitutes fraud under any federal or state law.
- 1.1.41. Frontier – A county with a population density of six or fewer people per square mile.
- 1.1.42. Gap in Care – The discrepancy between the care provided to patients and the recommended best practices in health care.
- 1.1.43. Go/No Go – Go/No Go means being or relating to a required decision to continue or stop a course of action.
- 1.1.44. Go-Live – The time during a Project at which all or a part of Contractors’ Technology Solution is officially released into production.
- 1.1.45. Go-Live Date – The date on which all or a part of Contractor’s Technology Solution is officially released into production.

- 1.1.46. Health First Colorado – Colorado’s Medicaid Program.
- 1.1.47. Health Information Trust Alliance (HITRUST) – HITRUST is a non-profit company that delivers data protection standards and certification programs to help organizations safeguard sensitive information, manage information risk, and reach their compliance goals.
- 1.1.48. Health Insurance Portability and Accountability Act (HIPAA) – The Health Insurance Portability and Accountability Act of 1996, as amended.
- 1.1.49. Health Information Technology for Economic and Clinical Health Act (HITECH) (P.L. 111-005)– The Health Information Technology for Economic and Clinical Health Act, enacted as part of the ARRA.
- 1.1.50. Information Architecture – The structure of a system and structural design of shared information environments. It is the way information is grouped, the navigation methods, and terminology used within the system.
- 1.1.51. Integration – Integration begins with the ingestion process, and includes steps such as cleansing, extract, transform, and load (ETL) mapping, and transformation. Data Integration is the process of combining data from different Sources into a single, unified view, and ultimately enables analytics tools to produce effective, actionable business intelligence.
- 1.1.52. Internal Stakeholder – An Internal Stakeholder is a Stakeholder who is also employed or contracted by the Department.
- 1.1.53. Issues – A negative result, outcome, or action that has already occurred.
- 1.1.54. Key Personnel – The position or positions that are specifically designated as such in this Contract.
- 1.1.55. Latency – The delay before a transfer of data begins following an instruction for its transfer. Latency is the time it takes for data to pass from one point on a network to another.
- 1.1.56. Maintenance and Operations – Includes the day-to-day activities necessary for the building or built structure, its systems and equipment, and an occupant or User to perform the occupant’s or User’s intended function.
- 1.1.57. Maintenance and Operations Phase – The period of time after which a Project has moved from DDI and into production.
- 1.1.58. Maternity Bundled Payment Program Year – One or more year-long periods in which each year-long period is measured from November 1 through October 31.
- 1.1.59. Maternity Bundled Payment Program Year 1 – The year-long period from November 1, 2020 through October 31, 2021.
- 1.1.60. Maternity Bundled Payment Program Year 2 – The year-long period from November 1, 2021 through October 31, 2022.
- 1.1.61. Medicaid Enterprise Solutions – The MMIS, PBMS, CBMS, and BIDM systems.
- 1.1.62. Meeting Agenda – Denotes the date, time, and location of the meeting, the invitees, and the topics to be covered during the meeting with the presenter’s name and discussion duration.
- 1.1.63. Meeting Minutes – Captures the attendees, the discussion topics, Action items and next steps, and decisions made during the meeting.

- 1.1.64. Meeting Records – Are the recorded or written Meeting Agenda, Meeting Minutes, and any related documentation, videos, or attachments.
- 1.1.65. Member – Any individual enrolled in the Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
- 1.1.66. MES Ecosystem – The technical environment of the MES, consisting of the MIDA Integration Platform, 233 Interfaces, the Existing Systems, MES Modules, and Source Systems of Existing Vendors and MES Vendors connected to the MIDA Integration Platform through APIs.
- 1.1.67. MES Governance Plan – MES Governance Plan is a deliverable document of the Enterprise Solutions Integrator Contractor, that defines the policies, processes, and procedures for establishing a connection to, implementing changes that impact, and engaging with the Enterprise Solutions Integrator Platform as a MES Vendor.
- 1.1.68. MES Module(s) – All MES components residing within the BIDM, CBMS, MMIS, or PBMS systems, or that once resided in the BIDM, CBMS, MMIS, or PBMS systems that the Department reconfigures into its own module to integrate with the MIDA Integration Platform.
- 1.1.69. MES Standards – Aligned with CMS MITA conditions and standards, Colorado OIT, PMBOK, SAFe, and the Department’s standards, tools, templates, and processes, and encompassing the Department’s standards and best practices for MES data governance, data quality controls, Integration file exchange, data model maintenance, and technical and Consultative Support Services. Contractor will be provided the applicable Colorado OIT standards with which Contractor’s Technology Solution offering must comply.
- 1.1.70. MES Vendor(s) or Medicaid Enterprise Solution Vendor(s) – The contractors selected by the Department with which the Department has entered into MES Modules-related contracts after the Effective Date. Also referred to as the Department’s MES Vendor(s).
- 1.1.71. MIDA Integration Platform – Medicaid Enterprise System Integration Platform.
- 1.1.72. Milestones – A goal to be achieved via a list of tasks. A Milestone is a tool for tracking the progress of a Project and to measure the performance of teams based on specific requirements. A Milestone is used to reference a specific progress point in a Project and describes when the Parties plan to achieve an event, such as on a quarterly timeline.
- 1.1.73. Modification Enhancement Hours – Allotments of hours budgeted by Contractor to support consultative and technical support services specifically related to enhancements that shall be identified, defined, and scoped during the course of the Projects or for other purposes identified in the Contract.
- 1.1.74. Operations – Performing the requirements of the Department after completing the Design and Development Phase and when the software and services are being used for their intended uses for the End User.
- 1.1.75. Opinion Leader – An expert in a specific niche or market and has established trust in a community.
- 1.1.76. Other Personnel – Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.
- 1.1.77. Pediatric Member – Any Member who receives care at a pediatric clinic or any Member ages zero through 18 years of age who receives care at a family practice clinic.

- 1.1.78. Priority 1 Production Incident – Critical Issues, which are defined as Production Incidents in which User(s) cannot operate a core piece of business due to a deficiency or Defect with no reasonable workaround.
- 1.1.79. Priority 2 Production Incident – High or Major Issues, which are defined as operations impacted, slowed, or hampered by a deficiency or Defect for which there is a viable workaround that permits the continued use of the MES Ecosystem.
- 1.1.80. Priority 3 Production Incident – The overall production is operational with no major impact on the Department’s business operation and a reasonable workaround is available.
- 1.1.81. Production – A real-time setting where programs are run and hardware setups are installed and relied on for organization or daily operations. The environment where software and products are put into operation for their intended uses.
- 1.1.82. Production Environment – The setting where software and other products are put into operation for their intended uses, where programs are run, and where hardware setups are installed and relied on for daily operations.
- 1.1.83. Production Incident – A service disruption that requires a response from the Contractor according to Project SLAs.
- 1.1.84. Project – A Project encompasses, at a minimum, COPOD for Facilities, APM 2, Maternity Bundled Payments, New Maternity APM, and Pediatric APM. Additional Projects may be added to this Contract, and all Projects may be amended.
- 1.1.85. Project Artifact – Anything the Contractor produces during the performance of the Work.
- 1.1.86. Project Management – The use of specific knowledge, skills, tools, and techniques to deliver something of value to people and the process of leading the work of a team to achieve all Project goals within the given constraints. Project Management standards are based on the PMBOK.
- 1.1.87. Provider – Any health care professional or entity that has been accepted as a provider in the Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Department. Providers may or may not also be associated with another type of provider such as a PCMP, a Specialty Provider, or another type of Provider.
- 1.1.88. RAE Region – Regional Accountable Entity regions are the Medicaid contractors who provide primary care case management for the delivery system across seven regions of Colorado.
- 1.1.89. RAE Region 1 – Regional Accountable Entity – Rocky Mountain Health Plans.
- 1.1.90. RAE Region 2 – Regional Accountable Entity – Northeast Health Partners.
- 1.1.91. RAE Region 3 – Regional Accountable Entity – Colorado Access.
- 1.1.92. RAE Region 4 – Regional Accountable Entity – Health Colorado, Inc.
- 1.1.93. RAE Region 5 – Regional Accountable Entity – Colorado Access.
- 1.1.94. RAE Region 6 – Regional Accountable Entity – Colorado Community Health Alliance.
- 1.1.95. Real Time – The actual time it takes a process to occur; of or relating to computer systems that update information at the same rate they receive information.

- 1.1.96. Regional Stakeholders – Internal or External Stakeholders who represent each of Colorado’s seven RAE Regions.
- 1.1.97. Requirements Specification – A collection of requirements that are to be imposed on the design and verification of the product and that also contains other related information necessary for the design, verification, and maintenance of the product.
- 1.1.98. Risk – An uncertain event or condition that, if it occurs, has a positive or negative effect on a Project’s objectives.
- 1.1.99. Root Cause Analysis – A systematic process for identifying “root causes” (the factor that causes a particular situation) of Production Incidents or events as well as an approach for responding to each Production Incident or event.
- 1.1.100. Rural – A county in Colorado with a total population of less than 100,000 people.
- 1.1.101. Scheduled Testing Activities – Testing tasks and testing sub-tasks that are included in the MES Master Testing Strategy and Management Plan (including Defect Management), including scheduled testing dates and scheduled testing times for each testing task or testing sub-task.
- 1.1.102. Service Level Agreement (SLA) – An agreement that details performance requirements and measurement metrics with respect to specific activities or systems.
- 1.1.103. Single Sign On (SSO) – Single Sign On is a session and user authentication service that permits a user to use one set of login credentials.
- 1.1.104. Social Determinants of Health (SDOH or SDoH) – The conditions in the environments where people (individuals or households) are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks. Under this Contract, Contractor is expected to utilize SDoH in risk-adjustments, measures, and other breakouts of data as directed by the Department. SDoH may include, but are not limited to, the following: age, gender, language, race, ethnicity, income (or as a percent of federal poverty level), disability status, geographic location, individual or household education (e.g., adult without a high school education), safety of neighborhood, receiving public assistance (e.g., receipt of Supplemental Nutrition Assistance Program (SNAP) benefits, receipt of cash assistance benefits), household/family composition (e.g., single parent household, single female parent household), employment status, transportation access (e.g., household without a car), homelessness, previous incarceration, food insecurity, rural residence, maternal mental health, parent or individual diagnosis of substance use, social vulnerability index, social deprivation index, health related risk scores/metrics.
- 1.1.105. Source – A place, person, or thing from which something comes or can be obtained, such as an external system which provides the data to be loaded into the Target system.
- 1.1.106. Specialty Provider(s) – A Specialty Provider is a Provider who has education, training, or qualifications in a specialty field other than primary care.
- 1.1.107. Sponsor – A person or group who provides resources and support for the Project and program and is accountable for enabling success.
- 1.1.108. Staging Environment – A pre-production environment that resembles the Production Environment used for testing before application deployment.
- 1.1.109. Stakeholders – A Stakeholder is any person or entity that has an interest or concern in a business or Project, in which all the members or participants are seen as having an interest in

its success. The term Stakeholder includes both Internal and External Stakeholders. Stakeholders may include, but are not bound by nor limited to, Members and Providers.

- 1.1.110. Stakeholder Working Group – A group of people brought together to inform the processes and desired outcomes of the Work Products.
- 1.1.111. Streamlined Modular Certification (SMC) – Streamlined Modular Certification is a CMS mandated process for certifying modular Information Technology solutions per State Medicaid Director Letter #22-001.
- 1.1.112. System Development Lifecycle (SDLC) – System Development Lifecycle is the entire process of technology innovation and support.
- 1.1.113. System Integration Testing (SIT) – System Integration Testing is the overall testing of a whole system which is composed of many sub-systems.
- 1.1.114. Target – An object or goal that is being aimed at, such as a target system or destination place where something is being sent, taken, going, or directed.
- 1.1.115. Technical Support Services – Technical Support Services inform the Department’s decision-making, provide solution design and delivery, and guide the Integration effort through continuous alignment with the design and architecture of the MES Integration Platform. Technical Support Services also support MES Vendors’ onboarding needs for completing the Integrations and data conversions using best practices to support the Department’s goals.
- 1.1.116. Technology Solution – One or all of the technical components, including the Primary Care Data Sharing Analytics Solution and the Maternity Bundled Payment Data Sharing Solution (also known as the Portal/Dashboard), that comprise the system built for the Department. Also called “Contractor’s Technology Solution.”
- 1.1.117. Test (or Testing) Environment – The environment where hardware and software components include configuration settings that are necessary to test and validate that the application meets design specifications. The environment where hardware and software components include configuration settings that are necessary to test and validate that the application meets design specifications.
- 1.1.118. Testing Phase – The period of time during which Contractor ensure the Project meets design specifications.
- 1.1.119. Urban – A county in Colorado with a total population equal to or greater than 100,000 people.
- 1.1.120. User(s) – A person who utilizes a computer, network service, or other equipment. A User often has a User account and is identified to the system by a username. Also called End User for the Target User (employee or customer) or Authorized User.
- 1.1.121. User Acceptance Testing (UAT) – User Acceptance Testing is a phase of software development in which the software is tested in the real world by its intended audience.
- 1.1.122. User Documentation – Explanatory and informational materials concerning the Department’s documentation or Vendor’s products, company products, in printed or electronic format, which the Department or Vendor/Contractor has released for distribution to End Users which may include manuals, descriptions, User and/or installation instructions, diagrams, printouts, listings, flowcharts, and training materials.

- 1.1.123. Workflow – A Workflow is a sequence of any business or industry tasks that processes a set of data. Workflows are the paths that describe how something goes from being undone to done, or raw to processed.

1.2. ACRONYMS AND ABBREVIATIONS

- 1.2.1. The following list is provided to assist the reader in understanding certain acronyms and abbreviations used in this Contract:

- 1.2.1.1. ACC – Accountable Care Collaborative
- 1.2.1.2. ADA – Americans with Disabilities Act
- 1.2.1.3. API – Application Programming Interface
- 1.2.1.4. APM – Alternative Payment Model
- 1.2.1.5. ARB – Architecture Review Board
- 1.2.1.6. ARRA – American Recovery and Reinvestment Act of 2009
- 1.2.1.7. BC/DR – Business Continuity and Disaster Recovery
- 1.2.1.8. BIDM – Business Intelligence Data Management System
- 1.2.1.9. CAP – Corrective Action Plan
- 1.2.1.10. CBMS – Colorado Benefits Management System
- 1.2.1.11. CEF – CMS Conditions for Enhanced Funding
- 1.2.1.12. CFR – Code of Federal Regulations
- 1.2.1.13. CHP+ – Child Health Plan Plus
- 1.2.1.14. CISP – Colorado Information Security Policy
- 1.2.1.15. CIVHC – Center for Improving Value in Health Care
- 1.2.1.16. CMS – Centers for Medicare and Medicaid Services
- 1.2.1.17. CO APCD – Colorado All Payer Claims Database
- 1.2.1.18. CORA –Colorado Open Records Act, C.R.S. §24–72–200.1, et seq.
- 1.2.1.19. CPI – Consumer Price Index
- 1.2.1.20. CPI-U – CPI for all urban consumers
- 1.2.1.21. CPT-4 – Current Procedural Terminology version 4
- 1.2.1.22. C.R.S. – Colorado Revised Statutes
- 1.2.1.23. DDI – Design, Development, and Implementation
- 1.2.1.24. DSD – Design Specification Document
- 1.2.1.25. E2E – End-to-End
- 1.2.1.26. E&M – Evaluation and Management
- 1.2.1.27. eCQM – Electronic Clinical Quality Measure
- 1.2.1.28. EHR – Electronic Health Records
- 1.2.1.29. ER – Emergency Room

1.2.1.30.	ESI – Enterprise Service Integrator
1.2.1.31.	ETL – Extract Transform Load
1.2.1.32.	FFP – Federal Financial Participation
1.2.1.33.	FQHC – Federally Qualified Health Center
1.2.1.34.	HHS – Health and Human Services
1.2.1.35.	HIE – Health Information Exchange
1.2.1.36.	HIPAA – Health Insurance Portability and Accountability Act of 1996, as amended.
1.2.1.37.	HITECH – The Health Information Technology for Economic and Clinical Health Act
1.2.1.38.	HITRUST – Health Information Trust Alliance
1.2.1.39.	HL7 – Health Level Seven International
1.2.1.40.	ICD – Interface Control Document
1.2.1.41.	ICD-10 – Internal Classification of Diseases tenth version.
1.2.1.42.	ILT – Instructor-Led Training
1.2.1.43.	ITN – Invitation to Negotiate
1.2.1.44.	ITSP – Information Technology Service Provider
1.2.1.45.	M&O – Maintenance and Operations
1.2.1.46.	MES – Medicaid Enterprise Solutions
1.2.1.47.	MFCU – The Colorado Medicaid Fraud Control Unit in the Colorado Department of Law
1.2.1.48.	MIDA – MES Integration Data and Alignment
1.2.1.49.	MITA – Medicaid Information Technology Architecture
1.2.1.50.	MMIS – Medicaid Management Information System
1.2.1.51.	ODS – Operational Data Store
1.2.1.52.	OIT – The Governor’s Office of Information Technology
1.2.1.53.	OLAP – Online Analytical Processing
1.2.1.54.	OLTP – Online Transaction Processing
1.2.1.55.	PBMS – Pharmacy Benefit Management System
1.2.1.56.	PCB – Priority Change Board
1.2.1.57.	PCMP – Primary Care Medical Provider
1.2.1.58.	PMBOK – Project Management Body of Knowledge
1.2.1.59.	PMPM – Per Member Per Month
1.2.1.60.	POA&M – Plan of Action and Milestones
1.2.1.61.	QHN – Quality Health Network
1.2.1.62.	RAE – Regional Accountable Entity
1.2.1.63.	RCA – Root Cause Analysis

- 1.2.1.64. RSD – Requirements Specifications Document
- 1.2.1.65. RTM – Requirements Traceability Matrix
- 1.2.1.66. SAFe – Scaled Agile Framework
- 1.2.1.67. SDLC – System Development Lifecycle
- 1.2.1.68. SDOH or SDoH – Social Determinants of Health
- 1.2.1.69. SIT – System Integration Testing
- 1.2.1.70. SLA – Service Level Agreement
- 1.2.1.71. SMC – Streamlined Modular Certification
- 1.2.1.72. SME – Subject Matter Expert
- 1.2.1.73. SOC – System and Organization Controls
- 1.2.1.74. SOP – Standard Operating Procedure
- 1.2.1.75. SSAE – Statement on Standards for Attestation Engagements
- 1.2.1.76. SSO – Single Sign On
- 1.2.1.77. SUD – Substance Use Data
- 1.2.1.78. U.S.C. – United States Code
- 1.2.1.79. UAT – User Acceptance Testing
- 1.2.1.80. VARA – Visual Rights Act of 1990
- 1.2.1.81. WCAG – Web Content Accessibility Guidelines

EXHIBIT E, CONTRACTOR'S ADMINISTRATIVE REQUIREMENTS

1. CONTRACTOR'S GENERAL REQUIREMENTS

- 1.1. Unless otherwise identified, the Department will contract with only one organization, Contractor, and will work solely with that organization with respect to all tasks and Deliverables to be completed, services to be rendered and performance standards to be met under this Contract.
- 1.2. Contractor may be privy to internal policy discussions, contractual issues, price negotiations, confidential medical information, Department financial information, advance knowledge of legislation and other Confidential Information. In addition to all other confidentiality requirements of the Contract, Contractor shall also consider and treat any such information as Confidential Information and shall comply with confidentiality requirements of the Contract.
- 1.3. Contractor shall work cooperatively with Department Staff and, if applicable, the staff of other State contractors to ensure the completion of the Work. The Department may, in its sole discretion, use other contractors to perform activities related to the Work that are not contained in the Contract or to perform any of the Department's responsibilities. In the event of a conflict between Contractor and any other State contractor, the State will resolve the conflict and Contractor shall abide by the resolution provided by the State.
- 1.4. Contractor shall inform the Department on current trends and issues in the health care marketplace and provide information on new technologies in use that may impact Contractor's responsibilities under this Contract.
- 1.5. 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 described in the Contract. Contractor shall make such records available to the Department upon request throughout the term of the Contract.
- 1.6. Deliverables
 - 1.6.1. All Deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for each Deliverable.
 - 1.6.1.1. Contractor shall submit each Deliverable to the Department for review and approval and shall adhere to the following Deliverable process such for any documentation creation, review, and acceptable cycle, Contractor shall:
 - 1.6.1.1.1. Gather and document requirements for the Deliverable.
 - 1.6.1.1.2. Create a draft in the Department-approved format for the individual Deliverable.
 - 1.6.1.1.3. Perform internal quality control review(s) of the Deliverable, including, but not limited to:
 - 1.6.1.1.3.1. Readability.
 - 1.6.1.1.3.2. Spelling.
 - 1.6.1.1.3.3. Grammar.
 - 1.6.1.1.3.4. Completion.
 - 1.6.1.1.4. Adhere to all required templates or development of templates.
 - 1.6.1.1.5. Perform modifications that include version control and tracked changes.

- 1.6.1.2. The Department will review the Deliverable and, within 10 Business Days of delivery (“Acceptance Period”) may direct Contractor in writing to make changes to the Deliverable, specifying a list of material non-conformities with the specifications set forth in the Contract (“Rejection Notice”). Contractor shall make all changes within five Business Days following receipt of the Department’s Rejection Notice unless the Department provides a longer period in writing. This review process shall continue until the Deliverable is accepted. The time periods identified in this Section 1.6.1.2 may be extended by agreement of the Parties.
- 1.6.1.2.1. Changes the Department direct include, but are not limited to, modifying portions of the Deliverable, requiring new pages or portions of the Deliverable, requiring resubmission of the Deliverable or requiring inclusion of information or components that were left out of the Deliverable.
- 1.6.1.2.2. The Department may also direct Contractor to provide clarification or provide a walkthrough of any Deliverable to assist the Department in its review. Contractor shall provide the clarification or walkthrough as directed by the Department.
- 1.6.1.3. Once the Department has received an acceptable version of the Deliverable, including all changes directed by the Department, the Department will notify Contractor of its acceptance of the Deliverable in writing within a reasonable amount of time. A Deliverable shall not be deemed accepted prior to the Department’s notice to Contractor of its acceptance of that Deliverable.
- 1.6.2. Contractor shall employ an internal quality control process to ensure that all Deliverables are complete, accurate, easy to understand and of high quality, as described herein. Contractor shall provide Deliverables that, at a minimum, are responsive to the specific requirements for that Deliverable, organized into a logical order, contain accurate spelling and grammar, are formatted uniformly, and contain accurate information and correct calculations. Contractor shall retain all draft and marked-up documents and checklists utilized in reviewing Deliverables for reference as directed by the Department.
- 1.6.3. In the event any due date for a Deliverable falls on a day that is not a Business Day, the due date shall be automatically extended to the next Business Day, unless otherwise directed by the Department.
- 1.6.4. All due dates or timelines that reference a period of days, months or quarters shall be measured in calendar days, months and quarters unless specifically stated as being measured in Business Days or otherwise. All times stated in the Contract shall be considered to be in Mountain Time, adjusted for Daylight Saving Time as appropriate, unless specifically stated otherwise.
- 1.6.5. No Deliverable, report, data, procedure or system created by Contractor for the Department that is necessary to fulfilling Contractor’s responsibilities under the Contract, as determined by the Department, shall be considered proprietary.
- 1.6.6. If any Deliverable contains ongoing responsibilities or requirements for Contractor, such as Deliverables that are plans, policies or procedures, then Contractor shall comply with all requirements of the most recently approved version of that Deliverable. Contractor shall not implement any version of any such Deliverable prior to receipt of the Department’s written approval of that version of that Deliverable. Once a version of any Deliverable described in this subsection is approved by the Department, all requirements, Milestones and other

Deliverables contained within that Deliverable shall be considered to be requirements, Milestones and Deliverables of this Contract.

- 1.6.6.1. Any Deliverable described as an update of another Deliverable shall be considered a version of the original Deliverable for the purposes of this subsection.

1.7. Stated Deliverables and Performance Standards

- 1.7.1. 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 the Deliverables. The sections with these headings are for ease of reference not intended to expand or limit the requirements or responsibilities related to any Deliverable or performance standard, except to provide the due date for the Deliverables.
- 1.7.2. Contractor shall deliver each new and revised Deliverable to the Department for review and approval. Contractor shall not execute activities, obligations, responsibilities, specifications, or other requirements prior to the Department's approval of the new or revised Deliverable.
- 1.7.3. Contractor shall implement or otherwise perform all tasks, obligations, tracking information, roles, schedules, or other responsibilities set forth in all new and revised Deliverables in conformity with the Deliverable, after obtaining the Department's approval of each new or revised Deliverable.
- 1.7.4. Unless otherwise specified in this Contract, or unless circumstances require more frequent reviews or updates, Contractor shall review, update, and submit revised Deliverables no less often than on a quarterly basis. The due date for quarterly reviews and updates related to each Deliverable shall be identified in the Project Schedule. If no changes have occurred with respect to a specific Deliverable, Contractor shall identify that no changes have been made to the identified Deliverable. The review process identified in Exhibit E, Section 1.6. shall apply to all revised Deliverables.

1.8. Communication with the Department

- 1.8.1. Contractor shall enable all Contractor staff to exchange documents and electronic files with the Department Staff in formats compatible with the Department's systems. The Department currently uses Microsoft Office 2016 and/or Microsoft Office 365 for PC. If Contractor uses a compatible program, then Contractor shall ensure that all documents or files delivered to the Department are completely transferrable and reviewable, without error, on the Department's systems.
- 1.8.2. The Department will use a transmittal process to provide Contractor with official direction within the scope of the Contract. Contractor shall comply with all direction contained within a completed transmittal. For a transmittal to be considered complete, it must include, at a minimum, all of the following:
 - 1.8.2.1. The date the transmittal will be effective.
 - 1.8.2.2. Direction to Contractor regarding performance under the Contract.
 - 1.8.2.3. A due date or timeline by which Contractor shall comply with the direction contained in the transmittal.
 - 1.8.2.4. The signature of the Department employee who has been designated to sign transmittals.

- 1.8.2.4.1. The Department will provide Contractor with the name of the person it has designated to sign transmittals on behalf of the Department, who will be the Department's primary designee. The Department will also provide Contractor with a list of backups who may sign a transmittal on behalf of the Department if the primary designee is unavailable. The Department may change any of its designees from time to time by providing notice to Contractor through a transmittal.
- 1.8.3. The Department may deliver a completed transmittal to Contractor in hard copy, as a scanned attachment to an email or through a dedicated communication system, if such a system is available.
- 1.8.3.1. If a transmittal is delivered through a dedicated communication system or other electronic system, then the Department may use an electronic signature to sign that transmittal.
- 1.8.4. If Contractor receives conflicting transmittals, Contractor shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, to obtain direction. If the Department does not provide direction otherwise, then the transmittal with the latest effective date shall control.
- 1.8.5. In the event that Contractor receives direction from the Department outside of the transmittal process, it shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, and have the Department confirm that direction through a transmittal prior to complying with that direction.
- 1.8.6. Transmittals may not be used in place of an amendment, and may not, under any circumstances be used to modify the term of the Contract or any compensation under the Contract. Transmittals are not intended to be the sole means of communication between the Department and Contractor, and the Department may provide day-to-day communication to Contractor without using a transmittal.
- 1.8.7. Contractor shall retain all transmittals for reference and shall provide copies of any received transmittals upon request by the Department.
- 1.9. Performance Reviews
 - 1.9.1. The Department may conduct performance reviews or evaluations of Contractor in relation to the Work performed under the Contract.
 - 1.9.2. The Department may work with Contractor in the completion of any performance reviews or evaluations or the Department may complete any or all performance reviews or evaluations independently, at the Department's sole discretion.
 - 1.9.3. 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. Contractor shall provide this information regardless of whether the Department decides to work with Contractor on any aspect of the performance review or evaluation.
 - 1.9.4. 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.
 - 1.9.5. The Department may make the results of any performance reviews or evaluations available to the public, or may publicly post the results of any performance reviews or evaluations.
- 1.10. Renewal Options and Extensions

- 1.10.1. The Department may, within its sole discretion, choose to not exercise any renewal option in the Contract for any reason. If the Department chooses to not exercise an option, it may reprocure the performance of the Work in its sole discretion.
- 1.10.2. The Parties may amend the Contract to extend beyond five years, in accordance with the Colorado Procurement Code and its implementing rules, in the event that the Department determines the extension is necessary to align the Contract with other Department contracts, to address state or federal programmatic or policy changes related to the Contract, or to provide sufficient time to transition the Work.
- 1.10.3. In the event that the Contract is extended beyond five years, the annual maximum compensation for the Contract in any of those additional years shall not exceed the Contract maximum amount for the prior State Fiscal Year (SFY) plus the annual percent increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Denver-Boulder-Greeley metropolitan area for the calendar year ending during that prior SFY. If the CPI-U for Denver-Boulder-Greeley is for some reason not available as specified in this subsection, the increase shall be equal to the percent increase in the CPI-U (U.S.) for the same period.
- 1.10.4. The limitation on the annual maximum compensation in this Contract shall not include increases made specifically as compensation for additional Work added to the Contract.
- 1.11. Department System Access
 - 1.11.1. In the event that Contractor requires access to any Department computer system to complete the Work, Contractor shall have and maintain all hardware, software, and interfaces necessary to access the system without requiring any modification to the Department's system. Contractor shall adhere to all Department policies, processes, and procedures necessary to gain access to the Department's systems, if applicable, and as communicated by the Department to Contractor.
 - 1.11.2. Contractor shall be responsible for any costs associated with obtaining and maintaining access to systems needed to perform the Work under this solicitation, as determined by the Department. The Department will not reimburse Contractor for any costs associated with obtaining and maintaining access to Department systems.
- 1.12. Provider Fraud
 - 1.12.1. Contractor shall notify the Department and the Colorado Medicaid Fraud Control Unit of the Colorado Department of Law (MFCU) if it identifies or suspects possible Provider Fraud as a result of any activities in its performance of this Contract.
 - 1.12.2. Upon identification or suspicion of possible Provider Fraud, Contractor shall complete Contractor Suspected Fraud Written Notice Form provided by the Department.
 - 1.12.2.1. For each incident of identified or suspected Provider Fraud, Contractor shall provide all of the following, at a minimum:
 - 1.12.2.1.1. Written documentation of the findings.
 - 1.12.2.1.2. Information on any verbal or written reports.
 - 1.12.2.1.3. All details of the findings and concerns, including a chronology of Contractor actions which resulted in the reports, in a format agreed to by the Department.
 - 1.12.2.1.4. Information on the identification of any affected claims that have been discovered.

- 1.12.2.1.5. Any claims data associated with its report (in a mutually agreed upon format, if possible).
- 1.12.2.1.6. Any additional information as required by the Department.
- 1.12.3. For each incident of identified or suspected Provider Fraud, Contractor shall deliver the completed Contractor Suspected Fraud Written Notice Form to the Department and the MFCU.
 - 1.12.3.1. DELIVERABLE: Completed Contractor Suspected Fraud Written Notice Form
 - 1.12.3.2. DUE: Within three Business Days following the initial discovery of the Fraud or suspected Fraud
- 1.12.4. Contractor shall revise or provide additional information related to Contractor Suspected Fraud Written Notice Form as requested by the Department or the MFCU.
 - 1.12.4.1. DELIVERABLE: Contractor Suspected Fraud Written Notice Revisions and Additional Information
 - 1.12.4.2. DUE: Within three Business Days following the Department's or the MFCU's request, unless the Department or MFCU provides for a different period in its request.
- 1.13. Member Fraud
 - 1.13.1. Contractor shall notify the Department if it identifies or suspects possible Member Fraud as a result of any activities in its performance of this Contract.
 - 1.13.2. Upon identification or suspicion of possible Member Fraud, Contractor shall complete Contractor Suspected Fraud Written Notice Form provided by the Department.
 - 1.13.2.1. For each incident of identified or suspected Member Fraud, Contractor shall provide all of the following, at a minimum:
 - 1.13.2.1.1. All verbal and written reports related to the suspected fraud.
 - 1.13.2.1.2. All details of the findings and concerns, including a chronology of Contractor actions which resulted in the reports, and the Member's State ID number, and Member's date of birth if applicable.
 - 1.13.2.1.3. Information on the identification of any affected claims that have been discovered.
 - 1.13.2.1.4. Any claims data associated with its report in a format agreed to by the Department.
 - 1.13.2.1.5. Any additional information as required by the Department.
 - 1.13.3. For each incident of identified or suspected Member Fraud, Contractor shall deliver the completed Contractor Suspected Fraud Written Notice Form to the Department at report.clientfraud@state.co.us, or at such other email address as provided by the Department from time to time.
 - 1.13.3.1. DELIVERABLE: Completed Contractor Suspected Fraud Written Notice Form
 - 1.13.3.2. DUE: Within three Business Days following the initial discovery of the Fraud or suspected Fraud
 - 1.13.4. Contractor shall revise or provide additional information related to Contractor Suspected Fraud Written Notice Form as requested by the Department.

- 1.13.4.1. DELIVERABLE: Contractor Suspected Fraud Written Notice Revisions and Additional Information
- 1.13.4.2. DUE: Within three Business Days following the Department's request, unless the Department provides for a different period in its request.

2. CONTRACTOR PERSONNEL

2.1. Personnel General Requirements

- 2.1.1. Contractor shall not permit any individual proposed for assignment to Key Personnel or Other Personnel positions to perform any Work prior to the Department's approval of that individual to be assigned as Key Personnel or Other Personnel.
- 2.1.2. Contractor shall not voluntarily change individuals in Key Personnel or Other Personnel positions without the prior written approval of the Department. Contractor shall supply the Department with the name, resume, and references for any proposed replacement whenever there is a change to Key Personnel or Other Personnel. Any individual replacing Key Personnel or Other Personnel shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved in writing by the Department.
 - 2.1.2.1. DELIVERABLE: Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel or Other Personnel position during a voluntary change
 - 2.1.2.2. DUE: At least five Business Days prior to the change in Key Personnel or Other Personnel
- 2.1.3. If any individual filling a Key Personnel or Other Personnel position identified in this Contract leaves employment with Contractor, Contractor shall develop a Personnel Transition document related to the employment vacancy.
 - 2.1.3.1. The Personnel Transition document shall include but not be limited to all of the following:
 - 2.1.3.1.1. The identification of the personnel that is transitioning.
 - 2.1.3.1.2. The date of the personnel's transition.
 - 2.1.3.1.3. The identification of the person(s) who will perform the same work as the personnel that is transitioning on a temporary basis until the position is filled or no longer required.
 - 2.1.3.2. DELIVERABLE: Personnel Transition Document
 - 2.1.3.3. DUE: Five Business Days after Contract is notified of a Key Personnel or Other Personnel transition
- 2.1.4. If any individual filling a Key Personnel position and Other Personnel position identified in this Contract leaves employment with Contractor, Contractor shall propose a replacement person to the Department. The replacement person shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved, in writing, by the Department.
 - 2.1.4.1. DELIVERABLE: Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel or Other Personnel position who leaves employment with Contractor
 - 2.1.4.2. DUE: Within 10 Business Days after Contractor's receipt of notice that the person is leaving employment, unless the Department allows for a shorter or longer time in writing for Contractor to recruit a replacement

- 2.1.4.3. The Contractor shall fill all vacant Key Personnel positions and Other Personnel positions no later than 60 Business Days after the Contractor receives notice of the vacancy, unless otherwise approved by the Department.
- 2.1.4.4. The Contractor shall not be required to fill any vacant position if alternate staff assigned by the Contractor to perform Work under this Contract is able to perform the job duties of the vacant position or if the vacant position is no longer required to perform Work under this Contract, in accordance with the Project Schedule.
- 2.1.5. If any of Contractor's Key Personnel or Other Personnel are required to have and maintain any professional licensure or certification issued by any federal, state or local government agency, then Contractor shall submit copies of such current licenses and certifications to the Department.
 - 2.1.5.1. DELIVERABLE: All current professional licensure and certification documentation as specified for Key Personnel or Other Personnel
 - 2.1.5.2. DUE: Within five Business Days of receipt of updated licensure or upon request by the Department
- 2.2. Personnel Availability
 - 2.2.1. 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, as determined by the Department. Contractor shall also make these personnel available outside of the Department's normal Business Hours and on weekends with prior notice from the Department.
 - 2.2.2. Contractor's Key Personnel and Other Personnel shall be available for all regularly scheduled meetings between Contractor and the Department, unless the Department has granted prior written approval otherwise.
 - 2.2.3. Contractor shall ensure that the Key Personnel and Other Personnel attending all meetings between the Department and Contractor have the authority to represent and commit Contractor regarding work planning, problem resolution and program development.
 - 2.2.4. At the Department's direction, Contractor shall make its Key Personnel and Other Personnel available to attend meetings as subject matter experts with stakeholders both within the State government and external private stakeholders.
 - 2.2.5. All of Contractor's Key Personnel and Other Personnel that attend any meeting with the Department or other Department Stakeholders shall be physically present at the location of the meeting, unless the Department gives prior, written permission to attend by telephone or video conference. If Contractor has any personnel attend by telephone or video conference, Contractor shall provide all additional equipment necessary for attendance, including any virtual meeting space or telephone conference lines.
 - 2.2.6. Contractor shall respond to all telephone calls, voicemails, and emails from the Department within two Business Days of receipt by Contractor.
- 2.3. Key Personnel
 - 2.3.1. Contractor shall designate people to hold the following Key Personnel positions:
 - 2.3.1.1. Project Lead
 - 2.3.1.1.1. The Project Lead shall be responsible for all of the following:

- 2.3.1.1.1.1. Serving as Contractor's primary point of contact for the Department.
- 2.3.1.1.1.2. Ensuring the completion of all Work in accordance with the Contract's requirements. This includes, but is not limited to, ensuring the accuracy, timeliness and completeness of all work.
- 2.3.1.1.1.3. Overseeing all other Key Personnel and Other Personnel and ensuring proper staffing levels throughout the term of the Contract.
- 2.3.1.2. Additional Key Personnel
 - 2.3.1.2.1. Project Management Lead
 - 2.3.1.2.1.1. The Project Management Lead shall be responsible for all of the following:
 - 2.3.1.2.1.1.1. Managing project tasks and schedule, Contract performance, Change Requests, and risks and adjusts resources accordingly.
 - 2.3.1.2.1.1.2. Reporting project status on a weekly basis.
 - 2.3.1.2.2. APM 2 Program Lead
 - 2.3.1.2.2.1. The APM 2 Program Lead shall have the following qualifications:
 - 2.3.1.2.2.1.1. Experience in Project Management, which includes managing project scope, schedule, risks, and changes.
 - 2.3.1.2.2.1.2. Experience communicating analytic methods and results and their impact on program goals to clients and Stakeholders.
 - 2.3.1.2.2.1.3. Experience in implementing and operating an APM.
 - 2.3.1.2.2.2. The APM 2 Program Lead shall be responsible for all of the following:
 - 2.3.1.2.2.2.1. Overseeing Project Management for the APM 2 Program.
 - 2.3.1.2.2.2.2. Overseeing rates setting.
 - 2.3.1.2.2.2.3. Overseeing and maintaining the process for engaging with Key Stakeholders.
 - 2.3.1.2.2.2.4. Assisting the Department in facilitating relationships with Key Stakeholders.
 - 2.3.1.2.2.2.5. Ensuring the Dashboard and Primary Care Data Sharing Analytics Solution for the APM 2 Program is functional for the Department and Providers.
 - 2.3.1.2.3. CO Providers of Distinction for Facilities Lead
 - 2.3.1.2.3.1. The CO Providers of Distinction for Facilities Lead shall have the following qualifications:
 - 2.3.1.2.3.1.1. Experience working with teams of clinicians, statisticians, and health care data analysts to develop credible measurement and analytic methods.
 - 2.3.1.2.3.1.2. Experience in Project Management, which includes managing project scope, schedule, risks, and changes.
 - 2.3.1.2.3.1.3. Experience communicating analytic methods and results and their impact on program goals to clients and Stakeholders.
 - 2.3.1.2.3.2. The CO Providers of Distinction for Facilities Lead shall have the following Responsibilities:

- 2.3.1.2.3.2.1. Responsible for all Work and Deliverables identified in the CO Providers of Distinction for Facilities Program section of Exhibit B, which starts at Section 13.4. Ensures efficient and effective execution of tasks necessary to achieve program goals and objectives.
- 2.3.1.2.3.2.2. Organizing and managing project teams consisting of individuals with clinical, statistical, and analytics skills and expertise required to design the CO Providers of Distinction for Facilities Program.
- 2.3.1.2.3.2.3. Ensuring that personnel with necessary skills and expertise are available when personnel are needed and are effectively communicating and coordinating with other team members to conduct analyses and complete project tasks and Deliverables according to the Project Schedule.
- 2.3.1.2.3.2.4. Responsible for involving Department in detailed discussions about analytic methods that will be used to complete each Deliverable and about the results of the analyses and impact on the CO Providers of Distinction for Facilities Program design.
- 2.3.1.2.3.2.5. Establishing a cadence of meetings and communications with the Department about project tasks and Deliverables, including progress, problems, and risks, in relation to the CO Providers of Distinction for Facilities Program.
- 2.3.1.2.3.2.6. Reporting project status on a weekly basis.
- 2.3.1.2.4. Maternity Bundled Payment and New Maternity APM Lead
 - 2.3.1.2.4.1. The Maternity Lead shall have the following qualifications:
 - 2.3.1.2.4.1.1. Experience in Project Management, which includes managing project scope, schedule, risks, and changes.
 - 2.3.1.2.4.1.2. Experience communicating analytic methods and results and their impact on program goals to clients and Stakeholders.
 - 2.3.1.2.4.1.3. Experience in implementing and operating an APM.
 - 2.3.1.2.4.2. The Maternity Lead shall be responsible for all of the following:
 - 2.3.1.2.4.2.1. Overseeing Project Management for the Maternity Bundled Payment Program.
 - 2.3.1.2.4.2.2. Overseeing rates setting.
 - 2.3.1.2.4.2.3. Overseeing and maintaining the process for engaging with Key Stakeholders.
 - 2.3.1.2.4.2.4. Assisting the Department in facilitating relationships with Key Stakeholders.
 - 2.3.1.2.4.2.5. Ensuring the Maternity Bundled Payment Program Data Sharing and Analytics Solution is functional for the Department and Providers.
 - 2.3.1.2.4.2.6. Synthesizing the findings from Stakeholder meetings, existing Maternity Bundled Payment Program evaluation, research on existing APMs in maternity care, and Department input for final program design recommendations.
 - 2.3.1.2.4.2.7. Overseeing Project Management for the New Maternity APM Program.
 - 2.3.1.2.4.2.8. Overseeing and maintaining the process for engaging with Key Stakeholders.

- 2.3.1.2.4.2.9. Assisting the Department in facilitating relationships with Key Stakeholders.
- 2.3.1.2.4.2.10. Ensuring the Pilot New Maternity APM Program Dashboard is functional for the Department and Providers.
- 2.3.1.2.5. Pediatric APM Lead
 - 2.3.1.2.5.1. The Pediatric APM Lead shall have the following qualifications:
 - 2.3.1.2.5.1.1. Experience in Project Management, which includes managing project scope, schedule, risks, and changes.
 - 2.3.1.2.5.1.2. Experience communicating analytic methods and results and their impact on program goals to clients and Stakeholders.
 - 2.3.1.2.5.1.3. Experience in developing, implementing, and operating an APM.
 - 2.3.1.2.5.2. The Pediatric APM Lead shall be responsible for all of the following:
 - 2.3.1.2.5.2.1. Overseeing Project Management for the Pediatric APM Program.
 - 2.3.1.2.5.2.2. Overseeing rates setting.
 - 2.3.1.2.5.2.3. Overseeing and maintaining the process for engaging with Key Stakeholders.
 - 2.3.1.2.5.2.4. Assisting the Department in facilitating relationships with Key Stakeholders.
 - 2.3.1.2.5.2.5. Ensuring the Dashboard and Primary Care Data Sharing Analytics Solution for the Pediatric APM Program is functional for the Department and Providers.
- 2.3.1.2.6. Analytics Lead
 - 2.3.1.2.6.1. The Analytics Lead shall have the following qualifications:
 - 2.3.1.2.6.1.1. A master's degree (PhD preferred) in data science, computer science, information technology, economics, information systems, statistics, applied math, business administration, or any other related field at the Department's approval.
 - 2.3.1.2.6.1.2. Seven years of working experience in a data analyst or data warehousing position working in a analytical managerial position in a relevant private- or public-sector setting, or other working experience acceptable to the Department.
 - 2.3.1.2.6.1.3. Experience in the execution of data analytics initiatives, leading to the development of useful insights and the improvement of practices' performance.
 - 2.3.1.2.6.1.4. Experience in health care data analytics initiatives that were aimed at actionable information to help Providers improve quality and cost performance and aimed at information about Member factors including SDoH that influence health care quality and outcomes.
 - 2.3.1.2.6.1.5. Demonstrated experience building and leading quantitative analyses as well experience building response and risk models for health care organizations.
 - 2.3.1.2.6.2. The Analytics Lead shall be responsible for all of the following:

- 2.3.1.2.6.2.1. Ensuring that all analytics tools are delivered to the Department in compliance with deadline requirements and within budget.
- 2.3.1.2.6.2.2. Ensuring that all analytics tools that are developed comply with the Department's instructions developed with the advisement of the Stakeholder engagement process.
- 2.3.1.2.6.2.3. Ensuring continuous engagement through Technology Solution development; stabilization of Contractor's Technology Solution; initial release of or within Contractor's Technology Solution, as applicable; and operations of Contractor's Technology Solution.
- 2.3.1.2.7. CMS Certification Lead
 - 2.3.1.2.7.1. The CMS Certification Lead shall have the following qualifications:
 - 2.3.1.2.7.1.1. Five years or more of project experience.
 - 2.3.1.2.7.1.2. Five years or more of Health and Human Services or Medicaid experience.
 - 2.3.1.2.7.1.3. MES certification experience.
 - 2.3.1.2.7.2. The CMS Certification Lead shall be responsible for all of the following:
 - 2.3.1.2.7.2.1. Serving as the lead developer of the CMS Certification Implementation Plan.
- 2.3.2. An individual may fill more than one of the roles defined as Key Personnel and/or Other Personnel, provided Contractor identifies the individual to the Department and obtains the Department's approval, as identified in Section 2.1.1.
- 2.4. Other Personnel Responsibilities
 - 2.4.1. Contractor shall use its discretion to determine the number of Other Personnel necessary to perform the Work in accordance with the requirements of this Contract. At a minimum, Other Personnel shall include personnel to perform the following activities:
 - 2.4.1.1. Other physician Personnel with specialization in conditions and procedures targeted for APM, Maternity Bundle and CO Providers of Distinction for Facilities Programs and with ability to: 1) evaluate episode definitions and recommend changes necessary to ensure episode definitions are clinically meaningful and useful for measuring differences in facility and/or Provider performance; 2) recommend episode-specific facility and/or Provider performance measures for quality, safety, and equity; and 3) evaluate the risk adjustment models and the risk adjustment models' explanatory variables for face validity and clinician acceptance.
 - 2.4.1.2. Other Personnel with expertise and experience in statistics and experience in conducting analyses of variation in cost and quality of care for episodes and identifying sources of variation (e.g., types of procedures included, patient factors, Provider practice).
 - 2.4.1.3. Other Personnel with expertise and experience in statistics and expertise and recent experience building linear and logistic regression models to risk adjust procedure episode-based cost and quality of care measurement results in order to make fair comparisons of facility and Provider performance.
 - 2.4.1.4. Other Personnel who have experience in claims and diagnosis/procedure coding to help write measure specifications for producing custom performance measures and to update episodes of care and performance measure specifications over time.

- 2.4.1.5. Other Personnel experienced in analyzing procedure episode costs, quality, and safety and who are able to compare definitions of procedure episodes from different episode groupers and implement and test modifications to the definitions.
- 2.4.1.6. Other Personnel with experience using Medicaid, commercial, and Medicare claims data to produce episodes or performance measures and who have experience building custom performance measures from, including, testing measure specifications, writing computer programs to produce performance measurement results and then testing the validity of results, and modifying the specifications and programs as necessary.
- 2.4.1.7. Other Personnel with experience working with Providers, Medicaid Members, and other Stakeholders to explain CO Providers of Distinction for Facilities Program goals, design, and analytic methods, and to solicit feedback about modifications that may be needed to achieve program goals and acceptance.
- 2.4.2. If the Department determines that Contractor has not provided sufficient Other Personnel to perform the Work in accordance with the requirements of this Contract, Contractor shall provide all additional Other Personnel necessary to perform the Work in accordance with the requirements of this Contract at no additional cost to the Department.
- 2.4.3. Contractor shall ensure that all Other Personnel have sufficient training and experience to complete all portions of the Work assigned to them. Contractor shall provide all necessary training to its Other Personnel, except for State-provided training specifically described in this Contract.
- 2.4.4. Contractor may subcontract to complete a portion of the Work required by the Contract. The conditions for using a Subcontractor or Subcontractors are as follows:
 - 2.4.4.1. Contractor shall not subcontract more than 40% of the Work.
 - 2.4.4.2. Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the Department.
 - 2.4.4.2.1. DELIVERABLE: Name of each Subcontractor and items on which each Subcontractor will work
 - 2.4.4.2.2. DUE: The later of 30 days prior to the Subcontractor beginning work or the Effective Date
 - 2.4.4.3. Contractor shall obtain prior consent and written approval for any use of Subcontractor(s).
 - 2.4.4.4. If Contractor enters into a subcontract with any Subcontractor, as permitted by this Contract, then Contractor shall be the Prime Contractor with respect to all subcontracts.
 - 2.4.4.4.1. As the prime Contractor, Contractor shall be solely responsible for integration of all Work to be performed under this Contract, whether the Work is performed by Contractor or any Subcontractor.
 - 2.4.4.4.2. Contractor shall work solely with the Department to perform all Contract administration activities of this Contract, including tasks for which the Subcontractor may be responsible.

3. INFORMATION TECHNOLOGY RELATED REQUIREMENTS

3.1. Protection of System Data

- 3.1.1. For the avoidance of doubt, the terms of this Exhibit shall apply to the extent that any of the following statements is true in regard to Contractor access, use, or disclosure of State Records:
 - 3.1.1.1. Contractor provides physical or logical storage of State Records.
 - 3.1.1.2. Contractor creates, uses, processes, discloses, transmits, or disposes of State Records.
 - 3.1.1.3. Contractor is otherwise given physical or logical access to State Records in order to perform Contractor's obligations under this Contract.
- 3.1.2. Colorado Information Security Policy (CISP) Compliance
 - 3.1.2.1. Contractor shall assess its compliance with the CISPs, in effect at the time of the assessment, issued by the Governor's Office of Information Technology ("OIT") posted at www.oit.state.co.us/about/policies under Information Security.
 - 3.1.2.2. For the purposes of reviewing and assessing compliance with the CISPs, Contractor shall consider itself to be both the Information Technology Service Provider (ITSP) and Business Owner.
 - 3.1.2.3. Contractor shall deliver to the State the signed CISP Attestation, on a form provided by the Department, indicating that Contractor has assessed its compliance with the CISPs and has developed a plan to correct, in a timely manner, any security vulnerabilities identified during the assessment.
 - 3.1.2.3.1. DELIVERABLE: CISP Attestation
 - 3.1.2.3.2. DUE: Within 30 Business Days after the Effective Date
 - 3.1.2.4. Notwithstanding any other provision in this Contract, Contractor shall assess its compliance with the CISPs on an annual basis and deliver to the State the signed CISP Attestation, on a form provided by the Department.
 - 3.1.2.4.1. DELIVERABLE: Annual CISP Attestation
 - 3.1.2.4.2. DUE: Annually, by June 30th of each year
 - 3.1.2.5. Contractor shall cause its Subcontractors to comply with the CISPs and to assess their compliance on at least an annual basis. If any Subcontractor's assessment determines that the Subcontractor is not in compliance, then Contractor shall ensure that Subcontractor corrects, in a timely manner, any security vulnerabilities identified during the assessment.
- 3.1.3. Health and Human Services (HHS) HIPAA Security Rule Risk Assessments
 - 3.1.3.1. Contractor shall deliver to the State a signed Initial HHS Attestation, on a form provided by the Department, indicating that Contractor has conducted a risk assessment of its operations related to the services provided under this Contract that satisfies the requirement of 45 CFR. §164.308(a)(1)(ii)(A) (the "HIPAA Security Rule"), and that Contractor has developed a plan to correct, in a timely manner, any vulnerabilities in administrative, technical, or physical safeguards identified during the assessment.
 - 3.1.3.1.1. DELIVERABLE: Initial HHS Attestation
 - 3.1.3.1.2. DUE: Within 30 Business Days after the Effective Date
 - 3.1.3.2. Contractor shall conduct an annual risk assessment of its operations related to the services provided under this Contract that satisfies the requirement of the HIPAA Security Rule

and deliver to the State the signed Annual HHS Attestation, on a form provided by the Department.

3.1.3.2.1. DELIVERABLE: Annual HHS Attestation

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

3.1.3.3. Contractor shall cause its Subcontractors to comply with the HIPAA Security Rule and assess their compliance on at least an annual basis. If any Subcontractor's assessment determines that the Subcontractor is not in compliance, then Contractor shall ensure that Subcontractor corrects, in a timely manner, any vulnerabilities in administrative, technical, or physical safeguards identified during the assessment.

3.1.4. With respect to background checks performed in compliance with Exhibit K, Section 1.E, Contractor shall deliver to the State the signed Background Check Attestation, on a form provided by the Department, indicating that background checks have been completed on employees participating in operations related to this Contract.

3.1.4.1. DELIVERABLE: Background Check Attestation

3.1.4.2. DUE: Within 30 Business Days of the Effective Date

3.2. Data Handling

3.2.1. The State, in its sole discretion, may securely deliver State Records directly to Contractor. Contractor shall maintain these State Records only within facilities or locations that Contractor has attested are secure, including for the authorized and approved purposes of backup and disaster recovery purposes.

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

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

1. Options

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

2. Required Provisions

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

3. Option Effective Date

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

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

EXHIBIT G, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

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

2. FFATA AND UNIFORM GUIDANCE REQUIREMENTS

2.1. Definitions.

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

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

- 2.1.1.1.1. Awards may be in the form of:

- 2.1.1.1.1.1. Grants;

- 2.1.1.1.1.2. Contracts;

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

- 2.1.1.1.1.4. Loans;

- 2.1.1.1.1.5. Loan Guarantees;

- 2.1.1.1.1.6. Subsidies;

- 2.1.1.1.1.7. Insurance;

- 2.1.1.1.1.8. Food commodities;

- 2.1.1.1.1.9. Direct appropriations;

- 2.1.1.1.1.10. Assessed and voluntary contributions; and

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

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

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

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

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

- 2.1.1.1.2.3. Any award classified for security purposes; or

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

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

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

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

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

2.2. Compliance.

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

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

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

2.4. Total Compensation.

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

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

2.5. Reporting.

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

2.6. Effective Date and Dollar Threshold for Reporting.

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

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

2.7. Subrecipient Reporting Requirements.

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

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

2.7.1.1.1. Subrecipient DUNS Number;

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

2.7.1.1.3. Subrecipient Parent DUNS Number;

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

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

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

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

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

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

2.8. Procurement Standards.

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

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

2.9. Access to Records

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

2.10. Single Audit Requirements

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

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

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

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

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

2.11. Contract Provisions for Subrecipient Contracts

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

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

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

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

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

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

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

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

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

2.12. Certifications.

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

2.13. Exemptions.

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

2.14. Event of Default.

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

3. NONDISCRIMINATION UNDER FEDERAL AND STATE AUTHORITY

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

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

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

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

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

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

3.3. Procurement Provisions

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

4. FEDERAL FINANCIAL PARTICIPATION RELATED INTELLECTUAL PROPERTY OWNERSHIP

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

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

EXHIBIT H, PII CERTIFICATION**STATE OF COLORADO
THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII
THROUGH A DATABASE OR AUTOMATED NETWORK**

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

DocuSigned by:

Signature:



Printed Name:

F07DACB0D32D4E9 Eveline Van Beek

Title:

Principal, Advisory

Date:

8/15/2023 | 12:25 EDT

EXHIBIT I, SUBSTANCE USE DATA

1. COMPLIANCE WITH 42 CFR PART 2

- 1.1. As part of this Contract the Department will provide Contractor with or Contractor will receive or otherwise have access to, Part 2 Data for enrolled Members as defined under 42 CFR Part 2. Contractor shall handle all Part 2 Data in conformity with the requirements of 42 CFR Part 2 and 42 CFR § 2.33.
- 1.2. Contractor shall use Part 2 Data only for the following purposes:
 - 1.2.1. Underwriting, enrollment, premium rating, and other activities related to the creation, renewal, or replacement of a contract of health insurance or health benefits, and/or ceding, securing, or placing a contract for reinsurance of risk relating to claims for health care.
 - 1.2.2. Business planning and development, such as conducting cost management and planning-related analyses related to managing and operating, including formulary development and administration, development or improvement of methods of payment or coverage policies.
 - 1.2.3. Risk adjusting amounts due based on enrollee health status and demographic characteristics.
 - 1.2.4. Other payment/health care operations activities not expressly prohibited under Part 2.
- 1.3. Contractor shall not use the Part 2 Data for any other purpose, to include care coordination or case management, without appropriate Member consent as defined under 42 CFR Part 2.
- 1.4. Contractor, upon receipt of Part 2 Data, shall:
 - 1.4.1. Not disclose Part 2 data without appropriate consent except as permitted under 42 CFR Part 2 and in compliance with this Contract, which includes Exhibit B, Sections 6.1.1.1 through 6.1.1.1.5.
 - 1.4.2. Create safeguards, including documented policies and procedures, to prevent unauthorized uses and disclosures of Part 2 Data. These policies and procedures shall be reported in Contractors' Data Governance Policy.
 - 1.4.3. Immediately report any unauthorized use, disclosures, or breaches of Part 2 Data to the Department.
- 1.5. This information has been disclosed to Contractor from records protected by 42 CFR Part 2. Federal law prohibits Contractor from making any further disclosure of the Part 2 Data that identifies a Member as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the Member or as otherwise permitted by 42 CFR part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (*see* § 2.31). The federal rules restrict any use of the information to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at §§ 2.12(c)(5) and 2.65.

- 1.6. Contractor only shall redisclose Part 2 Data to a third party if the third party is a contracted agent of Contractor helping to perform its duties under the Contract and the contracted agent only discloses Part 2 Data back to Contractor or the Department.
- 1.7. If Contractor obtains Member consent to disclose Part 2 Data, Contractor may disclose the Part 2 Data in accordance with the consent to any person or category of persons identified or designated in the consent, except that disclosure to central registries and in connection with criminal justice referrals shall meet the requirements of 42 CFR § 2.34 and 42 CFR § 2.35.
- 1.8. If Contractor obtains Member consent to disclose Part 2 Data for payment or health care operations activities, a lawful holder who receives such data may further disclose that data as may be necessary for the lawful holder's contractors, subcontractor or legal representatives to carry out payment or health care operations on behalf of such lawful holder in accordance with 42 CFR § 2.33. Part 2 Data disclosures shall be limited to the information necessary to carry out the stated purpose of the disclosure.

EXHIBIT J, DELIVERABLES PAYMENTS

Exhibit B Section Number	Deliverable Name	Fixed Deliverable Payment in SFY24	Fixed Deliverable Payment in SFY25	Fixed Deliverable Payment in SFY26	Fixed Deliverable Payment in SFY27	Fixed Deliverable Payment in SFY28	Additional Payment Terms (all Deliverables to be paid quarterly (see Exhibit C))
2.9.1.2	Data Exchange Document	\$162,518.11	\$0.00	\$0.00	\$0.00	\$0.00	
2.9.2.1.2	Data Quality Report	\$48,755.43 per quarter; \$195,021.72 total in SFY24	\$28,440.67 per quarter; \$113,762.68 total in SFY25	\$21,669.08 per quarter; \$86,676.32 total in SFY26	\$21,669.08 per quarter; \$86,676.32 total in SFY27	\$21,669.08 per quarter; \$86,676.32 total in SFY28	Payments due quarterly in each SFY after the final Data Quality Report in each calendar quarter is accepted by the Department in each SFY.
2.10.1.1.1	Initial Draft Scope of the SOC 1, Type II Audit	\$140,849.03	\$0.00	\$0.00	\$0.00	\$0.00	
2.10.1.6.5	Contractor's Responses to Findings, SOC 1, Type II Report Action Plan, and SOC 1, Type II report and provide monthly updates	\$65,007.24	\$65,007.24	\$65,007.24	\$65,007.24	\$65,007.24	Payments due once per SFY at the time at which the Department accepted final Response that fully and finally resolved any and all findings.
2.10.1.6.3	SOC 1, Type II Report	\$86,676.32	\$86,676.32	\$86,676.32	\$86,676.32	\$86,676.32	
2.11.4.1.1	Audit/Assessment Report	\$108,345.41	\$0.00	\$0.00	\$0.00	\$0.00	
3.2.1.4.1	Master Project Management Plan	\$812,590.55	\$0.00	\$0.00	\$0.00	\$0.00	
3.2.5.1.2	Communications Management Plan	\$43,338.16	\$0.00	\$0.00	\$0.00	\$0.00	

3.3.1.1.2	Contractor's Technology Solution Configuration Management Plan	\$0.00	\$119,179.95	\$0.00	\$0.00	\$0.00	
3.3.1.1.4.2	Revised Contractor's Technology Solution Configuration Management Plan	\$0.00	\$32,503.62	\$65,007.24	\$65,007.24	\$65,007.24	Maximum of one payment per SFY, as identified.
3.3.2.1.2	ICD for Department-Defined Integration	\$0.00	\$140,849.03	\$0.00	\$0.00	\$0.00	
3.3.2.1.4.1	Updated ICD	\$0.00	\$0.00	\$54,172.70	\$54,172.70	\$54,172.70	Maximum of one payment per SFY, as identified.
3.3.4.3	Contract Kickoff Meeting	\$54,172.70	\$0.00	\$0.00	\$0.00	\$0.00	
3.3.5.1.2	Weekly Project Status Report	\$108,345.41 per calendar quarter; \$433,381.64 total in SFY24	\$40,629.53 per calendar quarter; \$162,518.12 total in SFY25	\$32,503.62 per calendar quarter; \$130,014.48 total in SFY26	\$32,503.62 per calendar quarter; \$130,014.48 total in SFY27	\$32,503.62 per calendar quarter; \$130,014.18 total in SFY28	Payments due quarterly in each SFY after the final Weekly Project Status Report in each calendar quarter is accepted by the Department in each SFY.
3.3.5.3.4	Monthly Contract Management Report	\$86,676.33 per calendar quarter; \$346,705.32 total in SFY24	\$20,314.76 per calendar quarter; \$81,259.04 total in SFY25	\$16,251.81 per calendar quarter; \$65,007.24 total in SFY26	\$16,251.81 per calendar quarter; \$65,007.24 total in SFY27	\$16,251.81 per calendar quarter; \$65,007.24 total in SFY28	Payments due quarterly in each SFY after the final Monthly Contract Management Report in each calendar quarter is accepted by the Department in each SFY.
3.3.7.1.8	Initial RTM	\$54,172.70	\$0.00	\$0.00	\$0.00	\$0.00	
3.3.7.2	Updated RTM	\$195,021.73	\$162,518.11	\$32,503.62	\$0.00	\$0.00	Maximum of one payment per SFY, as identified.

3.3.8.1.2	Training Management Plan	\$162,518.11	\$0.00	\$0.00	\$0.00	\$0.00	
3.3.9.1.2	Operational Readiness Plan	\$249,194.43	\$0.00	\$0.00	\$0.00	\$0.00	
3.3.11.3	Operational Readiness Review Meeting	\$140,849.03	\$0.00	\$0.00	\$0.00	\$0.00	
3.3.12.1.2	CMS Certification Implementation Plan	\$270,863.52	\$0.00	\$0.00	\$0.00	\$0.00	
3.3.13.3.2	Operations and Maintenance Plan	\$270,863.52	\$0.00	\$0.00	\$0.00	\$0.00	
3.3.16.1.4	APM 2 Program CMS Certification Management Plan	\$86,676.32	\$0.00	\$0.00	\$0.00	\$0.00	
3.3.17.3.2	CMS Certification of the Technology Solution as identified by the Department	\$0.00	\$0.00	\$140,849.03	\$0.00	\$0.00	
3.3.18.1.2	Requirements Specification Document (RSD)	\$75,841.78	\$0.00	\$0.00	\$0.00	\$0.00	
3.3.19.1.2	Design Specification Document (DSD)	\$97,510.87	\$0.00	\$0.00	\$0.00	\$0.00	
3.3.20.1.2	Business Continuity and Disaster Recovery Plan	\$86,676.32	\$0.00	\$0.00	\$0.00	\$0.00	
3.3.20.2.1	Annual Business Continuity and Disaster Recovery Plan Affirmation	\$10,834.54	\$10,834.54	\$10,834.54	\$10,834.54	\$10,834.54	
3.3.21.1.3	Contract Turnover Plan	\$140,849.03	\$0.00	\$0.00	\$0.00	\$0.00	
3.4.3.1.1	Revised Communications Management Plan	\$0.00	\$43,338.16	\$0.00	\$0.00	\$0.00	Maximum of one payment in SFY25, as identified.
5.2.1.2	Data Dictionary	\$54,172.70	\$0.00	\$0.00	\$0.00	\$0.00	

5.2.1.4.2	Revised Data Dictionary	\$10,834.54	\$10,834.54	\$10,834.54	\$10,834.54	\$10,834.54	Maximum of one payment per SFY, as identified.
5.3.2.1.1	Mapping Documents	\$400,878.00	\$0.00	\$0.00	\$0.00	\$0.00	
6.2.2	System Security Plan	\$119,179.95	\$0.00	\$0.00	\$0.00	\$0.00	
6.2.4.2	Revised System Security Plan	\$0.00	\$43,338.16	\$43,338.16	\$43,338.16	\$86,676.32	
8.3.3	Test Results	\$0.00	\$195,021.73	\$0.00	\$0.00	\$0.00	Maximum of one payment in SFY25, as identified.
12.2.1	Survey Reports	\$0.00	\$65,007.24	\$65,007.24	\$65,007.24	\$65,007.24	Maximum of one payment per SFY, as identified.
12.4.3	Training Materials	\$0.00	\$54,172.70	\$54,172.70	\$54,172.70	\$54,172.70	Maximum of one payment per SFY, as identified.
12.5.1.1.3	Train-the-Trainer Materials	\$0.00	\$27,086.35	\$27,086.35	\$27,086.35	\$27,086.35	Maximum of one payment per SFY, as identified.
13.1.2.1.1.2	APM 2 Program Operation Transition Plan	\$205,856.27	\$0.00	\$0.00	\$0.00	\$0.00	
13.1.2.1.4.2	APM Program Evaluation and Feedback Report	\$985,943.19	\$0.00	\$0.00	\$0.00	\$0.00	
13.1.2.1.6.6	Ad Hoc Analyses	\$0.00	\$162,518.11	\$97,510.87	\$97,510.87	\$195,021.73	Maximum of one payment per SFY, as identified.
13.1.2.1.7.2	APM 2 Program Modeling Changes Plan and Implementation Strategy	\$108,345.41	\$0.00	\$0.00	\$0.00	\$0.00	

13.1.2.1.8.3	APM 2 Partial Capitation and Chronic Condition Episodes Threshold Model	\$379,208.92	\$0.00	\$0.00	\$0.00	\$0.00	
13.1.2.1.9.2	APM 2 Program Provider Guidebook	\$130,014.49	\$0.00	\$0.00	\$0.00	\$0.00	
13.1.2.1.10.2	Primary Care Data Sharing Analytics Solution for the APM 2 Program	\$0.00	\$0.00	\$866,763.25	\$0.00	\$0.00	
13.1.2.2.1.2	APM 2 Program Implementation Plan	\$227,525.35	\$0.00	\$0.00	\$0.00	\$0.00	
13.1.2.2.2.2	APM 2 Opt-Out Plan	\$108,345.41	\$0.00	\$0.00	\$0.00	\$0.00	
13.1.2.2.3.2	Chronic Condition Episode Logic and Business Rules	\$75,841.78	\$0.00	\$0.00	\$0.00	\$0.00	
13.1.2.2.4.2	APM 2 Program Reconciliation Plan	\$216,690.81	\$0.00	\$0.00	\$0.00	\$0.00	
13.1.2.2.6.2	Updated APM 2 Actuarial Narrative	\$97,510.87	\$0.00	\$0.00	\$0.00	\$0.00	
13.1.2.2.7.2	APM 2 Stakeholder Engagement Plan	\$249,194.43	\$0.00	\$0.00	\$0.00	\$0.00	
13.1.2.2.7.2	APM 2 Stakeholder Engagement Plan	\$0.00	\$54,172.70	\$54,172.70	\$54,172.70	\$54,172.70	Maximum of one payment per SFY, as identified.
13.1.2.2.8.2	RAE APM 2 Training Overview	\$200,439.00	\$0.00	\$0.00	\$0.00	\$0.00	
13.1.2.2.9.1.2	Rate Workbooks	\$108,345.41	\$0.00	\$0.00	\$0.00	\$0.00	
13.1.2.3.1.1	Revised Rate Workbooks	\$0.00	\$0.00	\$43,338.16	\$0.00	\$0.00	
13.1.2.3.2.3	Rate Workbooks Reviews	\$0.00	\$65,007.24	\$65,007.24	\$65,007.24	\$130,014.49	Maximum of one payment per SFY, as identified.

13.1.2.3.3.2	Enrollment Summary Report	\$0.00	\$54,172.70	\$86,676.32	\$86,676.32	\$86,676.32	Maximum of one payment per SFY, as identified.
13.1.2.3.5.2	Final Aggregated APM 2 Performance Report	\$0.00	\$216,690.81	\$216,690.81	\$216,690.81	\$216,690.81	
13.1.2.3.6.2	External Facing APM 2 Model Performance Report	\$0.00	\$140,849.03	\$140,849.03	\$140,849.03	\$140,849.03	
13.1.2.3.7.2	Final Provider Performance Reports	\$0.00	\$140,849.03	\$140,849.03	\$140,849.03	\$140,849.03	
13.1.2.3.8.2	APM 2 Program Management and Tracking Report	\$0.00	\$43,338.00 per calendar quarter, starting in the third quarter of SFY25 (i.e., starting in the January through March quarter); \$86,676.00 total in SFY25	\$32,503.50 per calendar quarter; \$130,014.00 total in SFY26	\$32,503.50 per calendar quarter; \$130,014.00 total in SFY26	\$32,503.50 per calendar quarter; \$130,014.00 total in SFY26	Payments due quarterly in each SFY after the final APM 2 Program Management and Tracking Report in each calendar quarter is accepted by the Department in each SFY.
13.1.2.3.9.2.2	Slide Presentation and Agenda	\$0.00	\$97,510.87	\$130,014.49	\$130,014.49	\$130,014.49	Maximum of one payment per SFY, as identified, due in the calendar quarter following the calendar quarter in which the final Slide Presentation and Agenda was accepted by the Department.

13.1.2.3.9.4.1	Webinar Recording	\$10,834.54	\$10,834.54	\$10,834.54	\$10,834.54	\$10,834.54	Maximum of one payment per SFY, as identified, due in the calendar quarter following the calendar quarter in which the final Webinar Recording was accepted by the Department.
13.1.2.3.10.2	RAE Practice Facilitator Trainings	\$0.00	\$108,345.41	\$184,187.19	\$216,690.81	\$270,863.52	Maximum of one payment per SFY, as identified, due in the calendar quarter following the calendar quarter in which the final RAE Practice Facilitator Trainings were accepted by the Department.
13.1.2.3.11.1.2	Data Update Provider Status Report	\$0.00	\$0.00	\$24,377.50 per calendar quarter, starting in the third quarter of SFY26 (i.e., starting in the January through March quarter); \$48,755.00 total in SFY26	\$16,251.75 per calendar quarter; \$65,007.00 total in SFY27	\$16,251.75 per calendar quarter; \$65,007.00 total in SFY28	Payments due quarterly in each SFY after the final Data Update Provider Status Report in each calendar quarter is accepted by the Department in each SFY.

13.1.2.3.11.2.2	Primary Care Data Sharing Analytics Solution for the APM 2 Program Change Report	\$0.00	\$0.00	\$43,338.00 per calendar quarter, starting in the third quarter of SFY26 (i.e., starting in the January through March quarter); \$86,676.00 total in SFY26	\$32,503.50 per calendar quarter; \$130,014.00 total in SFY27	\$32,503.50 per calendar quarter; \$130,014.00 total in SFY28	Payments due quarterly in each SFY after the final Primary Care Data Sharing Analytics Solution for the APM 2 Program Change Report in each calendar quarter is accepted by the Department in each SFY.
13.1.2.4.1.2	Primary Care Close-Out Report for the APM 2 Program	\$0.00	\$0.00	\$0.00	\$0.00	\$140,849.03	
13.1.2.4.2.2	Primary Care Transition Plan for the APM 2 Program	\$0.00	\$0.00	\$0.00	\$0.00	\$130,014.49	
13.1.2.5.1.1	Revised APM 2 Program Modeling Changes Plan and Implementation Strategy	\$0.00	\$0.00	\$32,503.62	\$32,503.62	\$65,007.24	
13.1.2.5.2.1.1	Revised APM 2 Partial Capitation and Chronic Condition Episodes Threshold Model	\$0.00	\$65,007.24	\$65,007.24	\$65,007.24	\$65,007.24	Maximum of one payment per SFY, as identified.
13.1.2.5.3.1	Revised APM 2 Program Provider Guidebook	\$140,849.03	\$21,669.08	\$21,669.08	\$21,669.08	\$21,669.08	Maximum of one payment per SFY, as identified.
13.1.2.5.4.1	Revised Chronic Condition Episode Logic and Business Rules	\$0.00	\$32,503.62	\$32,503.62	\$32,503.62	\$32,503.62	Maximum of one payment per SFY, as identified.
13.1.2.5.5.1	Revised Updated APM 2 Actuarial Narrative	\$0.00	\$97,510.87	\$97,510.87	\$97,510.87	\$97,510.87	Maximum of one payment per SFY, as identified.

13.1.3.1.1.1	Pediatric Recommendation of Analysis and Report	\$140,849.03	\$0.00	\$0.00	\$0.00	\$0.00	
13.1.3.1.2.2	Pediatric Comprehensive Literature Review Report	\$140,849.03	\$0.00	\$0.00	\$0.00	\$0.00	
13.1.3.1.3.2	Pediatric Pre-Design Research Report	\$140,849.03	\$0.00	\$0.00	\$0.00	\$0.00	
13.1.3.1.4.2.2	Pediatric Stakeholder Engagement Meeting Summary	\$260,028.97	\$0.00	\$0.00	\$0.00	\$0.00	Maximum of one payment per SFY, as identified.
13.1.3.1.7.2	Pediatric APM Program Model Design Document	\$335,870.76	\$0.00	\$0.00	\$0.00	\$0.00	
13.1.3.1.9.2	RAE Communications Materials	\$0.00	\$65,007.24	\$0.00	\$0.00	\$0.00	
13.1.3.1.10.1	RAE Trainings	\$0.00	\$43,338.16	\$0.00	\$0.00	\$0.00	Maximum of one payment per SFY, as identified, due in the calendar quarter following the calendar quarter in which the final RAE Trainings were accepted by the Department.
13.1.3.1.11.2	Initial Payment Rates	\$0.00	\$140,849.03	\$0.00	\$0.00	\$0.00	
13.1.3.1.12.1	Initial Quality Thresholds	\$0.00	\$140,849.03	\$0.00	\$0.00	\$0.00	
13.1.3.1.14.2	Pediatric APM Program Provider Guidebook	\$0.00	\$0.00	\$173,352.65	\$0.00	\$0.00	
13.1.3.1.15.2	Pediatric APM Program Reconciliation Plan	\$0.00	\$97,510.87	\$0.00	\$0.00	\$0.00	

13.1.3.2.1.2	Primary Care Data Sharing Analytics Solution for the Pediatric APM Program	\$0.00	\$0.00	\$910,101.41	\$0.00	\$0.00	
13.1.3.3.2.2	Pediatric APM Program Implementation Plan	\$0.00	\$130,014.49	\$0.00	\$0.00	\$0.00	
13.1.3.3.3.1	CMS Meeting Attendance	\$97,510.87	\$81,259.05	\$65,007.24	\$65,007.24	\$65,007.24	Maximum of one payment per SFY, as identified.
13.1.3.3.4.2	Pediatric APM Program Management Tracker	\$0.00	\$27,086.36 per calendar quarter, starting in the third quarter of SFY25 (i.e., starting in the January through March quarter); \$54,172.72 total in SFY25	\$32,503.62 per calendar quarter; \$130,014.48 total in SFY26	\$32,503.62 per calendar quarter; \$130,014.48 total in SFY27	\$32,503.62 per calendar quarter; \$130,014.48 total in SFY28	Payments due quarterly in each SFY after the final Pediatric APM Program Management Tracker in each calendar quarter is accepted by the Department in each SFY.
13.1.3.4.1.1	Revised Provider Payment Rate Communications Materials	\$0.00	\$97,510.87	\$54,172.70	\$54,172.70	\$54,172.70	
13.1.3.4.2.2	Final Aggregated Performance Report	\$0.00	\$162,518.11	\$130,014.49	\$130,014.49	\$130,014.49	
13.1.3.4.3.2	Final Provider Performance Reports	\$0.00	\$119,179.95	\$119,179.95	\$119,179.95	\$119,179.95	
13.1.3.4.4.1.1	External Facing Model Performance Report	\$0.00	\$75,841.78	\$54,172.70	\$54,172.70	\$54,172.70	

13.1.3.5.1.1.2	Slide Presentation and Agenda	\$0.00	\$54,172.70	\$86,676.32	\$86,676.32	\$86,676.32	Maximum of one payment per SFY, as identified, due in the calendar quarter following the calendar quarter in which the final Slide Presentation and Agenda was accepted by the Department.
13.1.3.5.1.3.4	Pediatric APM Program Annual Stakeholder Engagement Report	\$0.00	\$32,503.62	\$32,503.62	\$32,503.62	\$32,503.62	Maximum of one payment per SFY, as identified.
13.1.3.6.1.2	Primary Care Close-Out Report	\$0.00	\$0.00	\$0.00	\$0.00	\$32,503.62	
13.1.3.6.2.2	Primary Care Transition Plan for the Pediatric APM Program	\$0.00	\$0.00	\$0.00	\$0.00	\$43,338.16	
13.1.3.7.1.2	Revised Payment Rates	\$0.00	\$0.00	\$130,014.49	\$130,014.49	\$130,014.49	
13.1.3.7.2.2	Revised Quality Thresholds	\$0.00	\$0.00	\$130,014.49	\$130,014.49	\$130,014.49	
13.1.3.8.1.2	Updated Provider Data Status Report	\$0.00	\$65,007.24	\$130,014.49	\$130,014.49	\$130,014.49	
13.1.3.8.2.2	Primary Care Data Sharing Analytics Solution Change Report for the Pediatric APM Program	\$0.00	\$65,007.24	\$130,014.49	\$130,014.49	\$130,014.49	Maximum of one payment per SFY, as identified.
13.2.1.1.1.2	Maternity Bundled Payment Program Operation Transition Plan	\$260,028.97	\$0.00	\$0.00	\$0.00	\$0.00	

13.2.1.2.1.2	Maternity Bundled Payment Program Evaluation Plan	\$151,683.57	\$0.00	\$0.00	\$0.00	\$0.00	
13.2.1.2.3.2	Maternity Bundled Payment Program Evaluation Report	\$227,525.35	\$0.00	\$0.00	\$0.00	\$0.00	
13.2.1.3.1.2	Maternity Bundled Payment Program Data Sharing Solution (“Portal/Dashboard”)	\$834,259.63	\$0.00	\$0.00	\$0.00	\$0.00	
13.2.2.1.2	Updated Public-Facing Maternity Bundled Payment Program Documentation and Information	\$184,187.19	\$0.00	\$0.00	\$0.00	\$0.00	Maximum of one payment per SFY, as identified, due in the calendar quarter following the calendar quarter in which the final Updates were accepted by the Department.
13.2.2.2.1.2	Provider Recruitment Outreach Strategy	\$216,690.81	\$0.00	\$0.00	\$0.00	\$0.00	
13.2.2.2.2.3	Provider Recruitment Outreach Materials	\$130,014.49	\$0.00	\$0.00	\$0.00	\$0.00	
13.2.2.2.3.1.6	Maternity Bundled Payment Program Webinars	\$205,856.27	\$0.00	\$0.00	\$0.00	\$0.00	Maximum of one payment per SFY, as identified, due in the calendar quarter following the calendar quarter in which the final Maternity Bundled Payment Program Webinar was accepted by the Department.

13.2.2.2.4.1	Maternity Bundled Payment Program Feedback Collection Activities for both Internal Stakeholders and External Stakeholders	\$205,856.27	\$0.00	\$0.00	\$0.00	\$0.00	Maximum of one payment per SFY, as identified, due in the calendar quarter following the calendar quarter in which the final document is accepted by the Department.
13.2.2.2.4.3	Summary of Stakeholder Feedback for both Internal Stakeholders and External Stakeholders	\$346,705.30	\$0.00	\$0.00	\$0.00	\$0.00	Maximum of one payment per SFY, as identified, due in the calendar quarter following the calendar quarter in which the final Summary document is accepted by the Department.
13.2.3.1.2	Quarterly Provider Performance Report	\$101,122.38 per calendar quarter, starting in the second quarter of SFY24 (i.e., starting in the October through December quarter); \$303,367.14 total in SFY24	\$40,629.53 per calendar quarter; \$162,518.12 total in SFY25	\$65,007.24 per calendar quarter; \$260,028.96 total in SFY26	\$75,841.79 per calendar quarter; \$303,367.16 total in SFY27	\$75,841.79 per calendar quarter; \$303,367.16 total in SFY28	
13.2.3.2.1	Initial Cost Thresholds and Quality Goals	\$70,424.51	\$70,424.51	\$70,424.51	\$70,424.51	\$70,424.51	
13.2.3.3.1	Annual Provider Episode Cost Thresholds Update	\$65,007.24	\$65,007.24	\$65,007.24	\$65,007.24	\$65,007.24	
13.2.3.4.1	Annual Provider Quality Goals Update	\$65,007.24	\$65,007.24	\$65,007.24	\$65,007.24	\$65,007.24	

13.2.3.5.2	Annual Maternity Bundled Payment Program Reconciliation Report for each Provider	\$368,374.38	\$108,345.41	\$108,345.41	\$108,345.41	\$108,345.41	
13.2.3.6.1.2	Maternity Bundled Payment Program Operation Transition Plan	\$0.00	\$0.00	\$173,352.65	\$0.00	\$0.00	
13.2.3.6.2.2	Maternity Bundled Payment Program to New Maternity APM Program Transition Plan	\$0.00	\$0.00	\$151,683.57	\$0.00	\$0.00	
13.3.1.1.2	Existing Maternity APM Scoping Review Report	\$0.00	\$108,345.41	\$0.00	\$0.00	\$0.00	
13.3.1.2.2	Health Disparities Research Report	\$0.00	\$119,179.95	\$0.00	\$0.00	\$0.00	
13.3.1.3.4.4.1	Final Stakeholder Meeting Presentation	\$335,870.76	\$0.00	\$0.00	\$0.00	\$0.00	Maximum of one payment per SFY, as identified, due in the calendar quarter following the calendar quarter in which the last submitted Final Stakeholder Meeting Presentation was accepted by the Department.
13.3.1.4.2	Workgroup Summary Report	\$0.00	\$97,510.87	\$0.00	\$0.00	\$0.00	
13.3.2.1.2.2	New Maternity APM Program Pilot Testing Plan	\$297,949.87	\$0.00	\$0.00	\$0.00	\$0.00	
13.3.2.1.4.2	Model Design Report	\$0.00	\$0.00	\$140,849.03	\$0.00	\$0.00	

13.3.3.1.2	Pilot Provider-Facing Reports	\$0.00	\$0.00	\$173,352.65	\$0.00	\$0.00	
13.3.3.1.4.1	Revised Pilot Provider-Facing Reports	\$0.00	\$0.00	\$130,014.49	\$0.00	\$0.00	
13.4.1.1.1.2	Differences in Episode Groupers Document	\$162,518.11	\$0.00	\$0.00	\$0.00	\$0.00	
13.4.1.1.2.2	Episode Grouper Output Comparison Report	\$411,712.54	\$0.00	\$0.00	\$0.00	\$0.00	
13.4.1.1.6.2	Rural Facility Evaluation Plan	\$249,194.43	\$0.00	\$0.00	\$0.00	\$0.00	
13.4.1.2.1.2	Procedure Episodes Plan	\$65,007.24	\$0.00	\$0.00	\$0.00	\$0.00	
13.4.1.2.10.2	Document of Recommended Performance Measures	\$0.00	\$21,669.08	\$0.00	\$0.00	\$0.00	
13.4.1.2.11.2	Performance Measure Specifications Document	\$379,208.92	\$0.00	\$0.00	\$0.00	\$0.00	
13.4.1.2.2.2	Report of Feasibility	\$32,503.62	\$0.00	\$0.00	\$0.00	\$0.00	
13.4.1.2.3.1	Procedure Episodes	\$108,345.41	\$0.00	\$0.00	\$0.00	\$0.00	
13.4.1.2.4.2	Procedure Episode Selection Criteria	\$108,345.41	\$0.00	\$0.00	\$0.00	\$0.00	
13.4.1.2.5.2	Procedure Episode Selection Report	\$0.00	\$270,863.52	\$0.00	\$0.00	\$0.00	
13.4.1.2.9.2	Feasibility of Measuring Surgeon Performance Report	\$0.00	\$227,525.35	\$0.00	\$0.00	\$0.00	
13.4.1.3.4.2	Stakeholder Working Group Feedback and Recommendations Document #1	\$0.00	\$140,849.03	\$0.00	\$0.00	\$0.00	
13.4.1.3.5.2	Impact of Recommended Revisions Document #1	\$0.00	\$65,007.24	\$0.00	\$0.00	\$0.00	

13.4.1.4.1.2	Measurement and Validation Report	\$0.00	\$335,870.76	\$0.00	\$0.00	\$0.00	
13.4.1.4.2.2	Risk Adjustment Methods Document	\$0.00	\$227,525.35	\$0.00	\$0.00	\$0.00	
13.4.1.4.3.2	Risk Adjustment Model Document	\$0.00	\$173,352.65	\$0.00	\$0.00	\$0.00	
13.4.1.4.4.2	Risk-Adjusted Measurement and Validation Report	\$0.00	\$54,172.70	\$0.00	\$0.00	\$0.00	
13.4.1.5.4.2	Stakeholder Working Group Feedback and Recommendations Document #2	\$0.00	\$162,518.11	\$0.00	\$0.00	\$0.00	
13.4.1.5.5.2	Impact of Recommended Revisions Document #2	\$0.00	\$21,669.08	\$0.00	\$0.00	\$0.00	
13.4.1.6.1.2	Regional Stakeholder Plan for Contractor's Technology Solution	\$0.00	\$0.00	\$65,007.24	\$0.00	\$0.00	
13.4.1.6.4.1	Regional Stakeholder Meeting Summary Meeting	\$0.00	\$0.00	\$21,669.08	\$0.00	\$0.00	
13.4.1.7.1.2	Rural Facilities Technology Evaluation Plan	\$0.00	\$0.00	\$173,352.65	\$0.00	\$0.00	
13.4.1.7.2.2	CO Providers of Distinction for Facilities Program Methods Document	\$0.00	\$119,179.95	\$0.00	\$0.00	\$0.00	
13.4.1.7.3.2	Incentives for CO Providers of Distinction for Facilities Program Proposal	\$0.00	\$97,510.87	\$0.00	\$0.00	\$0.00	
13.4.1.7.4.2	Facility Performance Report Publication Plan	\$0.00	\$97,510.87	\$0.00	\$0.00	\$0.00	

13.4.2.1.2	Updated Performance Reports	\$0.00	\$32,503.62 per calendar quarter, starting in the third quarter of SFY25 (i.e., starting in the January through March quarter); \$65,007.24 total in SFY25	\$32,503.62 per calendar quarter; \$130,014.48 total in SFY26	\$32,503.62 per calendar quarter; \$130,014.48 total in SFY27	\$32,503.62 per calendar quarter; \$130,014.48 total in SFY28	Payments due quarterly in each SFY after the final Pediatric APM Program Management Tracker in each calendar quarter is accepted by the Department in each SFY.
13.4.2.2.2	Technology Solution Expansion Plan for the CO Providers of Distinction for Facilities Program	\$0.00	\$119,179.95	\$0.00	\$0.00	\$0.00	

EXHIBIT K, INFORMATION TECHNOLOGY PROVISIONS

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

1. PROTECTION OF SYSTEM DATA

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

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

2. DATA HANDLING

- A. Contractor may not maintain or forward these State Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the State. Contractor may not maintain State Records in any data center or other storage location outside the Continental United States for any purpose without the prior express written consent of OIS.
- B. Contractor shall not allow remote access to State Records from outside the Continental United States, including access by Contractor's employees or agents, without the prior express written consent of OIS. Contractor shall communicate any request regarding non-U.S. access to State Records to the Security and Compliance

Representative for the State. The State shall have the sole discretion to grant or deny any such request.

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

3. DELIVERY AND ACCEPTANCE

Reserved

4. WARRANTY

- A. Notwithstanding the acceptance of any Work or Deliverable, or the payment of any invoice for such Work or Deliverable, Contractor warrants that any Work or Deliverable provided by Contractor under this Contract shall be free from material defects and shall function in material accordance with the applicable specifications. Contractor warrants that any Work or Deliverable shall be, at the time of delivery, free from any harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other similarly function designed to interfere with or damage the normal operation of Information Technology resources. Contractor's warranties under this section shall apply to any defects or material nonconformities discovered within 180 days following delivery of any Work or Deliverable.

- B. Upon notice during the warranty term or any defect or material nonconformity, Contractor shall submit to the State in writing within 10 business days of the notice one or more recommendations for corrective action with sufficient documentation for the State to ascertain the feasibility, risks, and impacts of each recommendation. The State's remedy for such defect or material non-conformity shall be:
- i. Contractor shall re-perform, repair, or replace such Work or Deliverable in accordance with any recommendation chosen by the State. Contractor shall deliver, at no additional cost to the State, all documentation required under the Contract as applicable to the corrected Work or Deliverable; or
 - ii. Contractor shall refund to the State all amounts paid for such Work or Deliverable, as well as pay to the State any additional amounts reasonably necessary for the State to procure alternative goods or services or substantially equivalent capability, function, and performance.
- C. Any Work of Deliverable delivered to the State as a remedy under this section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work or Deliverable. The duration of the warranty for any replacement or corrected Work of Deliverable shall run from the date of the corrected or replacement Work or Deliverable.

5. COMPLIANCE

- A. In addition to the compliance obligations imposed by the main body of the Contract, Contractor shall comply with:
- i. All Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to §§24-37.5-401 through 406, C.R.S. and 8 CCR § 1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>
 - ii. All information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable based on the classification of the data relevant to Contractor's performance under the Contract. Such obligations may arise from:
 - a. Health Information Portability and Accountability Act (HIPAA)
 - b. IRS Publication 1075
 - c. Payment Card Industry Data Security Standard (PCI-DSS)
 - d. FBI Criminal Justice Information Service Security Addendum
 - e. CMS Minimum Acceptable Risk Standards for Exchanges
 - f. Electronic Information Exchange Security Requirements and Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration
 - iii. Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to Contractor's performance under the Contract.

- iv. Contractor shall allow the State reasonable access and shall provide the State with information reasonably required to assess Contractor's compliance. Such access and information shall include:
 - a. An annual SOC2 Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability, or an alternative audit recommended by OIS; or
 - b. The performance of security audit and penetration tests, as requested by OIS.
- v. To the extent Contractor controls or maintains information systems used in connection with State Records, Contractor will provide OIS with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application level risk assessments, and other security assessment activities as required by the Contract or reasonable requested by OIS. Contractor will make reasonable efforts to remediate any vulnerabilities or will request a security exception from the State. The State will work with Contractor and OIS to prepare any requests for exceptions from the security requirements described in this Contract and its Exhibits, including mitigating controls and other factors, and OIS will consider such requests in accordance with their policies and procedures referenced herein.

6. TRANSITION OF SERVICES

Upon request by the State prior to expiration or earlier termination of this Contract of any Services provided in this Contract, Contractor shall provide reasonable and necessary assistance to accomplish a complete transition of the Services designated by the State. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services in this Contract.

7. LICENSE OR USE AUDIT RIGHTS

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

purchase additional maintenance and/or services (“Maintenance”). Contractor shall provide written notice to the State in accordance with the notice provisions of the Contract identifying any Overuse or required Maintenance and request that the State bring its use into compliance with such use restrictions and limitations.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK