

STATE OF COLORADO CONTRACT

COVER PAGE

State Agency Department of Health Care Policy and Financing	Contract Number 24-185381
Contractor OptumInsight, Inc.	
Contract Maximum Amount Initial Term	Contract Performance Beginning Date The later of the Effective Date or July 1, 2024
State Fiscal Year 2025 \$5,290,031.20	
State Fiscal Year 2026 \$5,098,507.08	
State Fiscal Year 2027 \$5,227,461.75	
State Fiscal Year 2028 \$5,360,394.45	
State Fiscal Year 2029 \$5,497,409.50	
Extension Terms	Initial Contract Expiration Date Five (5) years after the Effective Date
State Fiscal Year 2030 \$5,638,616.97	
State Fiscal Year 2031 \$5,783,512.84	
State Fiscal Year 2032 \$5,932,829.74	
State Fiscal Year 2033 \$6,086,664.24	
State Fiscal Year 2034 \$6,245,140.30	
Total for All State Fiscal Years \$56,160,568.07	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 Contractor to operate and staff a Provider Call Center, as defined in this Contract, to support all Provider information requests, and support tracking of Provider inquiries, calls, and responses through a Customer Relationship Management (CRM) System. Contractor was awarded this Contract under Solicitation # UHAA ITN 2022000015.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract:	
<ol style="list-style-type: none"> 1. Exhibit A – HIPAA Business Associates Addendum 2. Exhibit B – Statement of Work 3. Exhibit C – Rates 4. Exhibit D – Terminology 5. Exhibit E – Contractor’s Administrative Requirements 6. Exhibit F – Sample Option Letter 7. Exhibit G – Federal Provisions 8. Exhibit H – PII Certification 9. Exhibit I – Information Technology Provisions 10. Exhibit J – State Approved License Agreements 11. Exhibit K - Provider Call Center Requirements and SLAs 12. Appendix A – AWS Commercial Cloud Service Provider (CSP) License Terms 13. Appendix B – Salesforce Cloud Service Provider (CSP) License Terms 	
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:	
<ol style="list-style-type: none"> 1. Exhibit A, HIPAA Business Associates Addendum 2. Exhibit G, Federal Provisions 3. Colorado Special Provisions in §18 of the main body of this Contract 4. Exhibit I, Information Technology Provisions 5. The provisions of the other sections of the main body of this Contract 6. Exhibit J, State Approved License Agreements 7. Exhibit B, Statement of Work 8. Exhibit C, Rates 9. Exhibit D, Terminology 	

10. Exhibit E, Contractor's Administrative Requirements
11. Exhibit H, PII Certification
12. Exhibit F, Sample Option Letter

Principal Representatives

For the State:

Kristen Lindblom
Health Information Office
1570 Grant Street
Denver, CO 80203

Kristen.Lindblom@state.co.us

For Contractor: OptumInsight, Inc.

Paul M. Miller
OptumInsight, Inc.
11000 Optum Circle
Eden Prairie, MN 55344

paul.m.miller@optum.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 OPTUMINSIGHT, INC.</p> <p>DocuSigned by: <i>Paul Miller</i></p> <p>EA19D06C030A44B...</p> <p>By: Paul M. Miller, VP, Finance</p> <p>Date: 6/25/2024 10:06 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: <i>KB</i></p> <p>0B6A84797EA8493...</p> <p>By:</p> <p>Date: 6/25/2024 08:36 MDT</p>
<p>In accordance with §24-30-202, C.R.S., if this Contract is for a Major Information Technology Project, this Contract is not valid until signed and dated below by the Chief Information Officer or an authorized delegate.</p> <p>STATE CHIEF INFORMATION OFFICER David Edinger, Chief Information Officer and Executive Director</p> <p>DocuSigned by: <i>Alex Monts</i></p> <p>4235987998F1488...</p> <p>By:</p> <p>Date: 6/26/2024 10:13 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: <i>Vanessa Huynh</i></p> <p>By:</p> <p>BD4E70278CB84E5</p> <p>Robert Jaros or Controller Delegate</p> <p>Effective Date: 6/27/2024 09:54 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	7
7.	CONTRACTOR RECORDS.....	8
8.	CONFIDENTIAL INFORMATION-STATE RECORDS.....	9
9.	CONFLICTS OF INTEREST.....	11
10.	INSURANCE	12
11.	LIMITATION OF CONTRACTOR’S LIABILITY TO STATE	14
12.	BREACH OF CONTRACT	14
13.	REMEDIES	14
14.	DISPUTE RESOLUTION.....	16
15.	NOTICES AND REPRESENTATIVES	17
16.	RIGHTS IN WORK PRODUCT AND OTHER INFORMATION.....	17
17.	GENERAL PROVISIONS	19
18.	COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).....	23
	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, OPTION LETTER.....	1
	EXHIBIT G, FEDERAL PROVISIONS.....	1
	EXHIBIT H, PII CERTIFICATION	1
	EXHIBIT I, INFORMATION TECHNOLOGY PROVISIONS	1
	EXHIBIT J, STATE APPROVED LICENSE AGREEMENTS.....	1
	EXHIBIT K, PROVIDER CALL CENTER REQUIREMENTS AND SLAS	1
	APPENDIX A, AWS COMMERCIAL CLOUD SERVICE PROVIDER (CSP) LICENSE TERMS	1
	APPENDIX B, SALESFORCE CLOUD SERVICE PROVIDER (CSP) LICENSE TERMS.....	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 up to five successive periods of one year or less, at the rates described in Exhibit C and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed ten years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§15**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. 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 §12.

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work completed and accepted, in accordance with the terms of this Contract and the acceptance criteria as set forth in the mutually agreed upon Deliverable PM1.2, Project Management Plan in Exhibit B for the Deliverables or milestones that are tied to payment, 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. 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 or developed by Contractor prior to the Effective Date of this Contract and independent of any services rendered under any other contract with the State.
- G. “Contractor Other Material” means material, code, methodology, concepts, process, systems, technique, trade or service marks, copyrights, or other intellectual property developed, licensed, or otherwise acquired or developed by Contractor on or after the Effective Date if done independently of any services rendered or Work Product created or provided under this Contract or any other contract with the State.
- H. “Contractor Material” means the Contractor Pre-Existing Material and Contractor Other Material, collectively
- I. “**Colorado Open Records Act (CORA)**” means §24-72-200.1, *et seq.*, C.R.S.
- J. “**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.
- K. “**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.
- L. “**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.
- M. “**End of Term Extension**” means the time period defined in §2.D
- N. “**Exhibits**” means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- O. “**Extension Term**” means the time period defined in §2.C
- P. “**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.
- Q. “**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. For purposes of this Contract, the term “imminent threat” shall have the meaning prescribed in Colorado law.

- R. **“Initial Term”** means the time period defined in §2.B
- S. **“Party”** means the State or Contractor, and “Parties” means both the State and Contractor.
- T. **“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.
- U. **“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.
- V. **“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.
- W. **“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.
- X. **“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.
- Y. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- Z. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- AA. **“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.

- BB. “**Subcontractor**” means any third party engaged by Contractor to aid in performance of the Work.
- CC. “**Tax Information**” means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to, all information defined as federal tax information in Internal Revenue Service Publication 1075.
- DD. “**Work**” means the Goods delivered and Services performed pursuant to this Contract.
- EE. “**Work Product**” 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 Contractor Material.

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 for those Goods and Services whose rate is calculated based upon quantities, subject to the State paying the rates established in this Contract that correspond to the increased or decreased quantity of Goods and Services, 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 as described in Exhibit B §14.

- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Contract.

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

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

6. REPORTING - NOTIFICATION

A. Litigation Reporting

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

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

i. Performance Outside the State of Colorado

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §15 and in form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado, or its execution of an agreement with a Subcontractor to perform Services outside the State of Colorado. Such notice shall specify the type of Services to be performed outside the State of Colorado and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a Breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

ii. Performance Outside of the United States

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

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 10 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 receives 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 as such individual has been identified by the State on the Cover Page of this Contract.

B. Other Entity Access and Nondisclosure Agreements

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

Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Contractor shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness in a manner that does not unduly interfere with Contractor's performance of the Work to the extent possible while recognizing the State's interest in evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor confirms the existence 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. The State acknowledges that in so far as the timing of the notification is "immediate", the amount of information is likely to be limited and even may be subject to change as further investigation reveals additional or different information. Contractor shall be under a continuing obligation to update the State after any initial notification with the understanding that whether the Contractor is responsible for the Incident and what remediation, if any, may be required for the Contractor to perform may change from what is initially communicated to the Department. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the mutually agreed upon 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 but only where there is evidence presented to the Contractor that the Contractor's internal investigation was insufficient. 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 protect all State Records and Work Product in the possession of Contractor or any Subcontractors and handle State Records and Work Product 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 compliance with 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, except as may be consistent with any disclosure and mitigation plan submitted to the State for approval in conformity with Section 9.C, which approval by the State shall not be unreasonably withheld or delayed.

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. The Parties agree that there is no actual or apparent conflict of interest as of the Effective Date of this Contract after due consideration given by the Department to Contractor's Technical Proposal that included an Organizational Conflict of Interest Disclosure Statement.

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 with respect to Contractor's (and its subcontractors, if any) acts or omissions. 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. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages arising out of Contractor's failure to meet a contractual obligation relating to cyber/network security or privacy, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

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

E. Professional Liability Insurance

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

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

F. Crime Insurance

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

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

ii. \$1,000,000 general aggregate.

G. Additional Insured

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

H. Primacy of Coverage

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

I. Cancellation

The above insurance policies shall include provisions preventing cancellation or 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 §15 within seven days of Contractor's receipt of such notice.

J. Subrogation Waiver

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

K. Public Entities

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

L. Certificates

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

submission site, unless the Department has specifically directed otherwise.

11. LIMITATION OF CONTRACTOR'S LIABILITY TO STATE

The aggregate 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 the State's actual direct damages proximately caused by Contractor, its Subcontractors or the respective personnel of Contractor or its Subcontractors, including, without limitation, whether stated in contract, tort, negligence, or otherwise, not to exceed (a) the total amount payable by the State under this Contract over the Initial Term or \$1,000,000.00, whichever is greater if the direct damage is incurred during the Initial Term or (b) the total amount payable by the State under this Contract during an Extension Term if the direct damage is incurred during the Extension Term

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

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

In no event shall Contractor be liable to the State for any indirect, incidental, consequential or special type of damages in connection with, or arising out of, the subject matter of this Contract, whether foreseeable or not.

12. BREACH OF CONTRACT

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

13. REMEDIES

- A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in **§12, Breach of Contract**, shall have all of the remedies listed in this section, in addition to all other remedies set forth in this Contract or at law, subject to the limitations set forth in **§11, Limitation of Contractor's Liability to the State** regarding the State's monetary remedies. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively, subject to the limitations set forth in **§11** regarding the State's monetary remedies.

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 subject to the uncured breach to the extent the intent of the parties in entering into this Contract is preserved thereby. 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 but subject to the limitations set forth in **§11**, Limitation of Contractor's Liability to the State, Contractor shall remain liable to the State for any damages proximately caused by Contractor, its Subcontractors, or the respective personnel of Contractor or its Subcontractors and 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, subject to the dispute resolution process referenced in **§14** if Contractor disputes such determination. The State may withhold only those amounts that may be due Contractor as the State deems necessary to protect the State against those actual losses including, without limitation, loss as a result of outstanding liens proximately caused by Contractor, its Subcontractors, or the respective personnel of Contractor or its Subcontractors and reasonable and actual excess costs incurred by the State in procuring from third parties replacement Work as cover while fulfilling its obligation to mitigate such damages.

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is reasonably likely to infringe, a U.S. patent, copyright, trademark, trade secret or other U.S. 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 a daily pro-rata portion of the amount paid for such Work to the State, where the pro-rata shall be based on a three year period starting on the date the Work was initially provided to the State for its use. For instance, if the amount paid for the work was \$90,000, if the Work was provided on January 1, 2025, and the infringement arose on December 31, 2025, the portion of the \$90,000 amount paid for the infringing work would be two-thirds of the \$90,000 or \$60,000.

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 §12 and the dispute resolution process in §14 shall have all remedies available at law and equity subject to the monetary limitations set forth in §11, if applicable.

14. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of C.R.S. §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S., (the “Resolution Statutes”), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor’s challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations. If Contractor disputes the determination made after following the Resolution Statutes, Contractor shall have the right to appeal by filing an action in a court of competition jurisdiction.

15. NOTICES AND REPRESENTATIVES

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

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) 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), 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.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all Contractor Material (including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable. Contractor Material 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 (see Exhibit J); **(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 but where all such licenses shall be solely for the Term of this Contract. For purposes of this Contract, a State-approved license agreement shall include those set forth in Exhibit J

attached to this Contract and incorporated by reference herein that are limited to those cloud provider components involving terms of use for which the State has asked to have direct access.

17. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

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

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

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

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

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

K. External Terms and Conditions

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

L. Severability

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

M. Survival of Certain Contract Terms

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

N. Taxes

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

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §17.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other

than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

P. Waiver

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

Q. CORA Disclosure

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

R. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with a reasonable standard 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 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, subject to the limitation of remedies set forth in Section 13(A)(ii)(e). 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.

- iv. With respect to any of the above indemnities, the State shall provide Contractor with (a) prompt written notice of the claim giving rise to the indemnity, (b) reasonable assistance in connection with the defense or settlement of such claim, and (c) sole control and authority over the defense or settlement of such claim, provided that in any event, Contractor shall not be permitted to settle a claim without the prior written consent of the State, whose consent shall not be unreasonably withheld or delayed.

- 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. with respect to the Work Product or any other materials provided to the State and used by State employees under this Contract or made available to the general public under this Contract.

- U. **Accessibility**

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

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

V. Additional Provisions

Contractor and the State shall comply with all requirements shown in Exhibit A and Exhibit I, to the extent applicable.

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

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

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

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

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

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

C. **GOVERNMENTAL IMMUNITY.**

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

D. **INDEPENDENT CONTRACTOR.**

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

E. **COMPLIANCE WITH LAW.**

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

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

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

EXHIBIT A, HIPAA BUSINESS ASSOCIATES ADDENDUM

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

1. PURPOSE

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

2. DEFINITIONS

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

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

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

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

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

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

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 1.h above, for a period of six years.

4. OBLIGATIONS OF COVERED ENTITY

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

5. TERMINATION

a. Breach.

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

b. Effect of Termination.

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

6. INJUNCTIVE RELIEF

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

7. LIMITATION OF LIABILITY

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

8. DISCLAIMER

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

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

9. CERTIFICATION

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

10. AMENDMENT

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
 - i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
 - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.
 - iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
 - iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
 - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
 - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.
- b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any

modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

12. INTERPRETATION AND ORDER OF PRECEDENCE

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

13. SURVIVAL

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

APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

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

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

1. PURPOSE

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

2. ADDITIONAL TERMS

- 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:
 - i. Reserved.
- d. Definition of Receipt of PHI. Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:
 - i. Reserved.
- e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate’s use and disclosure of PHI under the Contract:
 - i. Reserved.
- f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:
 - i. Reserved.

EXHIBIT B, STATEMENT OF WORK

1. SCOPE OF WORK

- 1.1. The Contractor shall develop, implement, and operate a Provider Call Center with toll-free telephone access for voice communication, to assist Providers and all inquiries as they interact with the Colorado Medicaid Program.
 - 1.1.1. To the extent possible, the Contractor shall leverage the existing toll-free access for voice communication.
- 1.2. The Contractor shall establish and manage a Provider assistance email box, to be operated by designated Contractor service staff.
- 1.3. The Contractor's Provider Call Center Solution shall include, at a minimum, the following components:
 - 1.3.1. Omni-channel agent (Voice, Email, Web Chat, SMS, IVR, IVA)
 - 1.3.2. Voicemail
 - 1.3.3. Workforce Management (WFM)
 - 1.3.4. Quality Assurance (QA)
 - 1.3.5. Audio Recording
 - 1.3.6. Screen Recording
 - 1.3.7. Integration with Customer Relationship Management (CRM) for Computer Telephony Integration (CTI) and call dispositioning
 - 1.3.8. Post call surveys
 - 1.3.9. Knowledge Management – Contractor shall implement the Knowledge Base component of its Provider Call Center Solution that is designed to increase call center agent response and quality and improve first call resolution rates. During the O&M period, Contractor shall create and add content to Contractor's Knowledge Base, Contractor's Knowledge Management tool that is specific to Contractor's scope of work under this Contract. Content outside of the scope of this Contract is supplied by the Department or other vendors. Maintenance of the Contractor provided content will be provided by Contractor for updates, additions and deletions. Maintenance to update content provided by the Department or other vendors shall be performed when updates are provided.
 - 1.3.10. Gamification – Contractor shall implement and activate gamification licenses for users who are Contractor's call center agents and incorporate gamification in agent training. Gamification will involve the Contractor incorporating key performance indicators into game design elements and principles so as to engage call center agents and enhance their productivity.
 - 1.3.11. Interaction Analytics – Contractor shall implement interaction analytics to add key words or phrases mutually determined by the Department and Contractor as important to an improved Provider Call Center experience as well as sentiment analysis and interaction reporting. Contractor shall provide maintenance of the interaction analytics tool to include updates to key words as needed and reporting required for analysis.
 - 1.3.12. Complaint Tracking and MES Contractor Escalation Management

- 1.3.13. The Provider Call Center shall support inquiries and calls that originate from any Medicaid Enterprise Solution (MES) module.

2. CONTRACT STAGES AND PROJECT PHASES

2.1. Contract Stages

- 2.1.1. The following stages shall be part of this Contract:

- 2.1.1.1. Design, Develop, and Implementation (DDI) Phase

- 2.1.1.1.1. The Contractor shall configure and implement all the requirements as listed within the Exhibits of this Contract that are applicable to the DDI Phase.

- 2.1.1.2. Transition Phase

- 2.1.1.2.1. The Contractor shall transition operations of the Provider Call Center from the Department’s incumbent vendor, with minimum disruption to services.

- 2.1.1.3. Operations and Maintenance (O&M) Phase.

- 2.1.1.3.1. The Contractor shall support ongoing O&M of the Provider Call Center, as set forth in Section 7 of this Exhibit B and implement enhancements that are mutually agreed upon as defined in Exhibit C.

3. REQUIREMENT COMPLIANCE

3.1. General Administrative Requirements

- 3.1.1. Unless otherwise specified, references to “Section” in this Exhibit B refer to sections within Exhibit B.

- 3.1.2. The Contractor shall manage all aspects of the Contract that affect the following areas, in each case to the extent the identified areas are within the Contractor’s reasonable control.

- 3.1.2.1. Costs.

- 3.1.2.2. Schedule.

- 3.1.2.3. Performance.

- 3.1.2.4. Scope.

- 3.1.2.5. Quality.

- 3.1.2.6. Risk.

- 3.1.2.7. Issues.

- 3.1.2.8. Change control.

- 3.1.2.9. Applicable Resources.

- 3.1.3. The Contractor shall work with the Department’s Contract Manager or designee on Contract monitoring of Contract responsibilities and performance standards throughout the Term of this Contract so that Contract requirements are met.

- 3.1.4. The Contractor shall utilize approved Master Project Management Plan (PMP) processes to notify the Department’s Contract Manager or designee when an issue arises that affects or impacts the terms and conditions set forth in this Contract (Contract Term or Condition Notification).

- 3.1.5. Each Plan, Document, or other Deliverable or Work Component shall contain: The Contractor's tasks, Departments tasks, obligations, responsibilities, and a schedule. The Deliverable or Work Component shall be approved by the Department; and those Deliverables' or Work Components' identified tasks, obligations, and responsibilities shall be incorporated into this Contract.
- 3.1.6. The Contractor shall communicate directly and in a transparent manner with the Department during the Term of this Contract.
- 3.1.7. The Contractor shall meet or exceed the Service Level Agreements (SLAs) identified in Exhibit K, J.4 SLA_QMP that is attached to this Contract upon completion of the DDI period unless Exhibit K expressly sets forth a contrary duration.
- 3.1.8. The Contractor shall apply a continuous security-focused and adaptive development approach to operations and enhancements, providing a solution focused on State and federal rules and regulations.
- 3.1.9. General Requirements for Meetings
 - 3.1.9.1. The Contractor shall create and submit to the Department for review and approval:
 - 3.1.9.1.1. The processes the Contractor will use to maintain Meeting Minutes.
 - 3.1.9.1.2. The processes the Contractor will use to maintain Meeting Records.
 - 3.1.9.1.3. Any other documents related to the scheduled meetings.
 - 3.1.9.2. The Contractor shall create and deliver all Meeting Agendas to the Department and all other meeting attendees at least 24 hours before each meeting is scheduled to begin.
 - 3.1.9.2.1. DELIVERABLE (DEL CM 1.0): Meeting Agendas
 - 3.1.9.2.2. DUE: At least 24 hours before each meeting is scheduled to begin
 - 3.1.9.3. The Contractor shall take Meeting Minutes and retain Meeting Records for all meetings, as defined in the Communication Management Plan. The Contractor shall create and maintain a Project Repository (*see* Section 5.3) in which all Meeting Minutes and Meeting Records are stored.
 - 3.1.9.4. The Contractor shall post all Meeting Minutes to the Project Repository no later than 5:00 p.m. Mountain Standard Time or Mountain Daylight Time, as applicable, on the Business Day after the meeting occurs.
- 3.1.10. Meeting Management
 - 3.1.10.1. As requested by the Department, the Contractor and the Department shall meet as needed to satisfy Work requirements.
 - 3.1.10.2. Meetings shall be conducted either in person or virtually, as approved in advance by the Department.
 - 3.1.10.2.1. The Parties shall hold meetings, including in person or virtual meetings, at times and locations agreed upon by the Parties.
 - 3.1.10.2.2. The Contractor shall authorize staff who attend meetings to represent and make decisions on behalf of the Contractor with respect to Project Issues such as work planning, problem resolution, and program development.
 - 3.1.10.3. Project Status Meetings

- 3.1.10.3.1. The Contractor shall attend, facilitate, and participate, as mutually agreed upon by the Parties, in Project Status Meetings with the Department, MES Vendors, or any combination thereof.

4. CONTRACT MANAGEMENT

- 4.1. The requirements in this Section apply to all Contract phases.

4.2. Weekly Reporting

- 4.2.1. The Contractor shall develop, support, report (using dashboards), and provide weekly project management reports on the status of the project activities to allow both the Contractor and the Department to assess Contract milestones, deliverables, and performance.

- 4.2.2. The Contractor shall provide written weekly project status reports in a format approved by the Department. The use of real-time dashboard presentations is preferred to allow key metrics to be available in near real time. Weekly reports shall include the status of schedule, performance (quality/scope/technical/operations), risks/issues/opportunities, staffing, and other pertinent metrics related to System projects.

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

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

- 4.2.3.2. DUE: Weekly, no later than Friday at 5:00 p.m. Mountain Standard Time or Mountain Daylight Time, as applicable

4.3. Monthly Contract Management Report

- 4.3.1. The Contractor shall develop and submit to the Department a monthly Contract Management report that includes the following:

- 4.3.1.1. Overall project assessment, including a summation of the status of Contractor activities by function or unit of the Contractor organization, scope changes, staff turnover and resource planning, and formal communication of Transmittals and Decision Log entries.

- 4.3.1.2. Assessment of performance standards for the previous month and identification and description of all performance standards that were not met.

- 4.3.1.3. A summary of Contractor activities and key performance indicators, for the month and cumulative to the fiscal year end.

- 4.3.1.4. Overview of labor hours planned and actual labor hours spent on Work activities that are subject to time and material based billing.

- 4.3.1.5. The Dispute Process trigger mechanism (to submit an item for resolution via the dispute process via letter, email, phone).

- 4.3.1.6. The Contractor shall provide monthly hourly reporting to track Project Management activities during the DDI phase.

- 4.3.1.7. Other activities necessary for the Department to monitor Contractor activities.

- 4.3.1.7.1. DELIVERABLE: Monthly Contract Management Report (Del CM 1.2)

- 4.3.1.7.2. DUE: Monthly, no later than 5:00 p.m. Mountain Standard Time or Mountain Daylight Time, as applicable on the fifteenth day of each month for the prior calendar month.

4.4. Business Process Improvement Plan

- 4.4.1. The Contractor shall solicit Department staff participation during initial planning activities for the development of a Business Process Improvement Plan. The Department will provide a complete list of Department staff to include in initial planning activities.
- 4.4.2. The Business Process Improvement Plan shall include, but not be limited to:
 - 4.4.2.1. Business improvement objectives and action plans for the upcoming year, which shall be mapped back to Department-defined strategic goals.
 - 4.4.2.2. A defined methodology and approach for baselining current state, planning and executing improvements and measuring improvements to Department-defined strategic goals and business objectives.
 - 4.4.2.3. An outline of all major activities, projects, and training planned for the upcoming year, and description of the measurable outcome each item is expected to achieve.
 - 4.4.2.4. A defined approach and commitment to work cooperatively with all Department staff and MES Contractors to contribute to the success of the project as envisioned by this Contract.
 - 4.4.2.5. Recommendations in any area in which the Contractor believes improvements within the Colorado MES Ecosystem can be made based on industry standards, best practices, cost efficiencies, new technologies, trends, and issues in the national private and public sector healthcare marketplace.
 - 4.4.2.6. A summary of lessons learned and process improvements, which shall also include process improvement recommendations for the upcoming year.
 - 4.4.2.7. An evaluation template or scorecard to measure progress and quantifiable improvements against previously approved business objectives throughout the year related to the Department's strategic goals, business objectives, and other activities defined within the Business Process Improvement Plan.
 - 4.4.2.8. A complete list of Risks and Issues that could negatively impact the success of achieving business objectives defined in the Business Process Improvement Plan, which shall also include the Contractor's recommended approach to mitigate and resolve all documented Risks and Issues.
 - 4.4.2.9. High-level cost, schedule, and resource estimates for all Contractor recommendations documented within the Business Process Improvement Plan, as applicable.
 - 4.4.2.10. The Business Process Improvement Plan shall be a working long-term Contract Deliverable that describes how potential changes to technology and/or architecture could improve operations and achievement of the Department's strategic goals.
 - 4.4.2.11. The Contractor shall prepare a Business Process Improvement Plan for Department review and approval, using the approved format of the Business Process Improvement Plan DED.
 - 4.4.2.11.1. DELIVERABLE: Business Process Improvement Plan (DEL CM 1.3)
 - 4.4.2.11.2. DUE: As defined in the approved Project Schedule
 - 4.4.2.12. After the initial Business Process Improvement Plan is approved, the Contractor shall facilitate semi-annual meetings with Department-defined staff to measure and document

improvements, and document new challenges related to technology, architecture, operations, and achievement of the Department's strategic goals.

4.4.2.13. On an annual basis, the Contractor shall update and provide the Business Process Improvement Plan for Department review and approval.

4.4.2.13.1. DELIVERABLE: Updated Business Process Improvement Plan (DEL CM 1.4)

4.4.2.13.2. DUE: Annually, no later than 1/31 of each calendar year

5. DDI PHASE

5.1. Project Management Requirements

5.1.1. The Contractor shall adhere to Department EP MO standards and protocols on all project management activities throughout the life of the Contract. This includes the use of tools and applications, as well as processes. The Contractor shall provide written project management recommendations, as identified, to improve processes and efficiencies. The Contractor shall work cooperatively with the Department and provide written weekly status updates during all phases of the Contract.

5.1.2. The Department shall work with the Contractor to provide access to the Department's existing and necessary Enterprise-level Project Management plans, processes, standards, and templates.

5.2. Deliverable Expectations Document (DED)

5.2.1. The Contractor shall create a DED for all Contract Deliverables that require Department review and approval.

5.2.1.1. Each DED shall, at a minimum, include all of the following:

5.2.1.2. Traceability to all Deliverables identified in this SOW.

5.2.1.3. Department-approved standards and format, and an outline format for all Deliverables.

5.2.1.4. The type of document (e.g., PDF, PowerPoint, Word Document) in which each Deliverable shall be provided.

5.2.1.5. Identification of when the information contained in the DED will be implemented.

5.2.1.5.1. DELIVERABLE: Deliverable Expectations Document (DED) (DEL PM 1.1)

5.2.1.5.2. DUE: As defined in the approved Project Schedule

5.3. Project Repository

5.3.1. The Contractor shall work with the Department to establish a Project Repository.

5.3.1.1. The Contractor shall define the file structure within the Project Repository to use for all Project documents and Project Artifacts.

5.3.1.2. All Project documents, including draft documents and Work Products, and Project Artifacts shall be saved in the Project Repository.

5.3.1.3. The Department shall provide access to approved Contractor Users, as defined by the Department and communicated to the Contractor, to the Project Repository on demand.

5.3.1.4. The Contractor shall maintain accountability to maintain all documentation and work products associated with the Work of this Contract.

5.4. Project Management Plan

- 5.4.1. The Contractor shall develop and submit for Department approval a Master Project Management Plan (PMP) that uses a standard methodology, which defines how the Contractor will manage all aspects of the Contract that affect price, schedule, performance (scope and quality), risk/issues/opportunities, and applicable resources. The plan shall include, at a minimum:
 - 5.4.1.1. Approach for executing monitoring and controlling the project.
 - 5.4.1.2. Approach for managing resources and training.
 - 5.4.1.3. Approach for managing communication and reporting.
 - 5.4.1.4. Approach for managing scope, schedule, and cost.
 - 5.4.1.5. Approach to managing risk and project issues.
 - 5.4.1.6. Approach to managing changes.
 - 5.4.1.7. Approach to configuration management.
 - 5.4.1.8. Deliverable review and acceptance procedures.
 - 5.4.1.9. Systems Development Life Cycle (SDLC) approach.
- 5.4.2. Contractor shall identify project management tools to be used for project management and contract management to track and monitor performance. All tools shall require Department approval.
- 5.4.3. All Work Components of the Master Project Management Plan are set forth in detail below within Sections 5.4-5.10. The Contractor shall create and maintain a Master Project Management Plan that contains, at minimum, the following:
 - 5.4.4. Communications Management Plan
 - 5.4.4.1. The Contractor shall deliver to the Department for review and approval a Communications Management Plan.
 - 5.4.4.2. At a minimum, the Communications Management Plan shall include all of the following:
 - 5.4.4.2.1. General communication protocols.
 - 5.4.4.2.2. General management processes.
 - 5.4.4.2.3. The Contractor's approach to meeting the communication requirements throughout the Term of the Contract.
 - 5.4.4.2.4. The Contractor's approach to maintaining telephone and email contact with the Department's assigned Division Director and other designated staff on at least a weekly basis throughout the Term of the Contract.
 - 5.4.4.2.5. The Contractor's approach to maintaining daily contact with the Department during critical transition and operational readiness phases, as appropriate.
 - 5.4.4.2.6. Identification of compliance with PMBOK standards.
 - 5.4.4.2.7. Identification of the purpose or goals of the Communications Management Plan.
 - 5.4.4.2.8. Identification of information that will be shared with Stakeholders.
 - 5.4.4.2.9. Identification of stakeholders and schedule of frequency to share information.

- 5.4.4.2.10. The trigger mechanism for initiating the Dispute Process (e.g., formal letter, email, phone contact).
- 5.4.4.2.11. For decision management, the strategy for how the Contractor shall distribute a Project decision log to the Department and MES Vendors.
 - 5.4.4.2.11.1. The decision log shall track key decisions that may have an MES impact or Project impact.
 - 5.4.4.2.11.2. At a minimum, the decision log shall include the date, description, rationale, alternatives, expected impact, contributors, and approval signature.
- 5.4.4.2.12. An identification of:
 - 5.4.4.2.12.1. The Project Stakeholders and their roles.
 - 5.4.4.2.12.2. The frequency and breadth of communications between the Contractor and the Department, Existing Vendors, and the Department's MES Vendors.
 - 5.4.4.2.12.3. The method of communications between the Contractor and the Department, Existing Vendors, and the Department's MES Vendors.
 - 5.4.4.2.12.4. The escalation process for inquiries that Provider Call Center agents are not able to address.
 - 5.4.4.2.12.5. The individuals responsible for the Contractor's communications, including the identification of valid and after-hour contact information.
 - 5.4.4.2.12.6. The Contractor's review and approval process, including the identification of a process for facilitating the Department's review of each Deliverable outline and draft documents to have a common understanding of purpose and content of documentation prior to final delivery.
 - 5.4.4.2.12.7. Identification of software emergency patch communication procedures and processes and a timeframe for software emergency patches.
- 5.4.4.2.13. The Contractor shall apply software emergency patches within the timeframe identified and approved in the Communications Plan, where such Communication Plan shall reflect timeframes consistent with the Contractor's Software as a Service (SaaS) based nature of its Solution.
 - 5.4.4.2.13.1. The Contractor shall provide written notification to the Department and affected MES Vendors regarding all software emergency patches.
 - 5.4.4.2.13.2. The software emergency patch notification shall identify the nature of the software emergency patch that must be applied and the process the Contractor and any MES Vendor, if applicable, shall use to implement the software emergency patch.
- 5.4.4.2.14. Identification of when the Communications Management Plan will be implemented.
- 5.4.4.2.15. WORK COMPONENT: Communication Management Plan (Part of DEL PM 1.2)
- 5.4.4.2.16. DUE: As defined in the approved Project Schedule
- 5.4.5. Documentation Management Plan
 - 5.4.5.1. The Contractor shall develop a Documentation Management Plan.

- 5.4.5.1.1. The Documentation Management Plan shall include, at a minimum, all of the following:
 - 5.4.5.1.1.1. Approach to support Project continuity.
 - 5.4.5.1.1.2. Retention period for document reference and retrieval.
 - 5.4.5.1.1.3. Process for the Department to use for purposes of retrieving documents.
 - 5.4.5.1.1.4. Knowledge repository for Project-related documents.
 - 5.4.5.1.1.5. Document management standards, procedures, processes, and tools.
 - 5.4.5.1.1.6. Adherence to the Centers for Medicaid and Medicare Services (CMS) Documentation Standard.
 - 5.4.5.1.1.7. Maintenance of a Project Repository throughout the Term of the Contract.
 - 5.4.5.1.1.8. Approach to establishing the Project Repository.
 - 5.4.5.1.1.9. The identification of when the information contained in the Documentation Management Plan will be implemented.
- 5.4.5.1.2. WORK COMPONENT: Documentation Management Plan (Part of DEL PM 1.2)
- 5.4.5.1.3. DUE: As defined in the approved Project Schedule
- 5.4.6. Resource Management Plan and Organizational Structure
 - 5.4.6.1. The Contractor shall develop a Resource Management Plan and Organizational Structure.
 - 5.4.6.1.1. The Resource Management Plan and Organizational Structure shall include, at a minimum, all of the following:
 - 5.4.6.1.1.1. Key Personnel and other staffing considerations are noted in Exhibit E of this document.
 - 5.4.6.1.1.2. Position descriptions and titles.
 - 5.4.6.1.1.3. Required education, training, licensure, and certification for all identified positions.
 - 5.4.6.1.1.4. Required experience for all identified positions.
 - 5.4.6.1.1.5. Specific skills or knowledge required to fulfill the described positions.
 - 5.4.6.1.1.6. The Contractor's approach to human resource management and management of staffing requirements.]
 - 5.4.6.1.1.7. Process for replacing key personnel.
 - 5.4.6.1.1.8. The Contractor's process for resource planning and reporting, including the identification of current staffing levels and staffing needs for the Work.
 - 5.4.6.1.1.9. The identification of any Personnel vacancies among Key Personnel and Other Personnel.
 - 5.4.6.1.1.10. The identification of when the information contained in the Resource Management Plan and Organizational Structure will be implemented.
 - 5.4.6.1.2. WORK COMPONENT: Resource Management Plan (Part of DEL PM 1.2)

5.4.6.1.3. DUE: As defined in the approved Project Schedule

5.4.7. Risk and Issue Management Plan

5.4.7.1. The Contractor shall develop and submit for Department approval a Risk and Issue Management Plan that describes how risks are identified, analyzed, mitigated, communicated, and solutions to identified risks are effectively executed throughout the life of the Contract.

5.4.7.1.1. The Risk and Issue Management Plan shall include, at a minimum, all of the following:

5.4.7.1.1.1. Identify the process and procedure the Contractor uses to identify and document Risks and Issues.

5.4.7.1.1.2. Identify the process and procedure the Contractor uses to analyze Risks and Issues.

5.4.7.1.1.3. Identify the process and procedure the Contractor uses to mitigate Risks and Issues.

5.4.7.1.1.4. Identify the process and procedure the Contractor uses to manage realized Risks as an Issue.

5.4.7.1.1.5. Identify the process and procedure the Contractor uses to monitor and communicate Risks and Issues to the Department and, as applicable, to other Department Stakeholders, along with the associated timelines based on the nature and severity of the Risk and Issue.

5.4.7.1.1.6. The solutions the Contractor utilizes to address identified Risks and Issues.

5.4.7.1.1.7. The Risk response plan that shall identify:

5.4.7.1.1.7.1. The Risks that should be avoided.

5.4.7.1.1.7.2. The Risks that should be transferred.

5.4.7.1.1.7.3. The Risks that should be mitigated.

5.4.7.1.1.7.4. The Risks that should be accepted.

5.4.7.1.1.8. Descriptions of the Issue Resolution Plan for each Issue.

5.4.7.1.1.9. The identification of when the information contained in the Risk and Issue Management Plan will be implemented.

5.4.7.1.2. WORK COMPONENT: Risk and Issue Management Plan (Part of DEL PM 1.2)

5.4.7.1.3. DUE: As defined in the approved Project Schedule

5.4.8. Change Management Plan

5.4.8.1. The Contractor shall develop and submit to the Department for approval in collaboration with the EPMO, a Change Management Plan that addresses and defines processes for managing changes to the project. These processes shall include, but are not limited to, the processes to do all of the following:

5.4.8.1.1. Manage Change Requests, including but not limited to system changes, system tools, configuration and customization, and COTS product implementations.

5.4.8.1.2. Proposed SDLC approach for Change Management.

- 5.4.8.1.3. Proposed methodology for change prioritization and release scheduling.
- 5.4.8.1.4. Proposed methodology for documenting a change and seeking Department approval.
- 5.4.8.1.5. Identify business needs from the Department and its designees, as directed by the Department.
- 5.4.8.1.6. Identify and document changes in schedule, scope of work and/or project budget.
- 5.4.8.1.7. Develop formal amendment or Option Letter to this Contract for any change in the scope of work that requires additional funding beyond that shown in this Contract or explicitly modifies a requirement contained in this Contract.
- 5.4.8.1.8. Identify and document changes in business process definition.
- 5.4.8.1.9. Identify and document changes in federal or State regulatory change support.
- 5.4.8.1.10. Identify and document changes to the budget and procurement activities.
- 5.4.8.1.11. Identify and document changes to the system documentation as needed.
- 5.4.8.1.12. Manage changes in Configuration and Customization, including Configuration Management as defined in industry terms.
- 5.4.8.1.13. Manage changes in training needs.
- 5.4.8.1.14. Manage changes to data and/or additions to Department identified data.
- 5.4.8.1.15. Manage changes in data policy and governance.
- 5.4.8.1.16. Manage staffing levels based on monthly volume.
- 5.4.8.1.17. Implement any changes only upon receiving Department approval of those changes.
- 5.4.8.1.18. Obtain Department review and approval of all updates to the Change Management Plan and materials prior to use.
- 5.4.8.1.19. Manage processes to track and communicate all changes, even if they do not require a formal change request.
- 5.4.8.2. The Change Management Plan shall be implemented once approved and Contractor shall adhere to the processes included in the plan.
 - 5.4.8.2.1. WORK COMPONENT: Change Management Plan (Part of DEL PM 1.2)
 - 5.4.8.2.2. DUE: As defined in the approved Project Schedule
- 5.4.9. Quality Management Plan
 - 5.4.9.1. The Contractor shall develop and submit to the Department for approval a Quality Assurance Control/Quality Management Plan, updated and delivered twice per year, by business activity to address the needs and specific opportunities for quality improvement throughout the Contract period. The Quality Assurance Control/Quality Management Plan shall reflect the Contractor's experience and resolve toward:
 - 5.4.9.1.1. Methodology for maintaining quality of the code, workmanship, project schedules, Deliverables, and Subcontractor(s) activities.
 - 5.4.9.1.2. Quality in systems configuration, enhancement, testing, implementation, and post implementation verification.
 - 5.4.9.1.3. Process design and staff training.

- 5.4.9.1.4. Performance standards development and measurement.
- 5.4.9.1.5. Customer satisfaction measurement and analysis.
- 5.4.9.1.6. Operational processes and outcomes.
- 5.4.9.1.6.1. WORK COMPONENT: Quality Management Plan (Part of DEL PM 1.2)
- 5.4.9.1.6.2. DUE: As defined in the approved Project Schedule
- 5.4.10. Deliverable Management Plan
 - 5.4.10.1. The Contractor shall develop a Deliverable Management Plan to define processes and maintenance procedures for the review and approval of all Project Deliverables.
 - 5.4.10.1.1. The Deliverable Management Plan shall include, at a minimum, all of the following:
 - 5.4.10.1.1.1. The Contractor's Deliverables management approach.
 - 5.4.10.1.1.2. The definition of timely submissions, including review and approval of Project Deliverables.
 - 5.4.10.1.1.3. The process by which the Contractor tracks Deliverables.
 - 5.4.10.1.1.4. Version control and tracking of Deliverables.
 - 5.4.10.1.1.5. Quality assurance.
 - 5.4.10.1.1.6. EPMO feedback and recommendations coordination process.
 - 5.4.10.1.1.7. The Department's approval and written signoff of Deliverables.
 - 5.4.10.1.1.8. Change control procedures.
 - 5.4.10.1.1.9. The identification of changes, as applicable.
 - 5.4.10.1.1.10. The identification of when the information contained in the Deliverable Management Plan will be implemented.
 - 5.4.10.1.1.10.1. WORK COMPONENT: Deliverable Management Plan (Part of DEL PM 1.2)
 - 5.4.10.1.1.10.2. DUE: As defined in the approved Project Schedule.
 - 5.4.11. Schedule Development and Maintenance Procedures.
 - 5.4.11.1. The Contractor shall develop Schedule Development and Maintenance Procedures.
 - 5.4.11.1.1. The Schedule Development and Maintenance Procedures shall include, at a minimum, all of the following:
 - 5.4.11.1.1.1. The Contractor's approach to developing the Project Schedule.
 - 5.4.11.1.1.2. The Contractor's approach to complying with EPMO schedule maintenance procedures in relation to all MES Modules.
 - 5.4.11.1.1.3. The Contractor's process to train, coordinate, and monitor the other MES Vendors for compliance.
 - 5.4.11.1.1.4. The Contractor's approach to maintaining transparency of schedule changes and process of communicating to the Department.
 - 5.4.11.1.1.5. Information regarding the implementation of the activities contained in the Schedule Development and Maintenance Procedures.

- 5.4.11.1.2. The Contractor shall develop PMBOK-based and PMBOK-compliant Schedule Development and Maintenance Procedures for the development and maintenance of the Project Schedule to be utilized to validate the accuracy and timing of the progress of the Project.
- 5.4.11.1.3. The Contractor shall apply the Department-approved Schedule Development and Maintenance Procedures to assure the proper development and maintenance of the Project Schedule.
- 5.4.11.2. The Contractor shall comply with the Project Schedule dates and the processes and procedures set forth in the Department-approved DEL PM 1.3 Project Management Plan, unless both Parties agree to modify the Project Schedule or DEL PM 1.3. Project Management Plan, as per the approved Change Management process.
- 5.4.11.2.1. WORK COMPONENT: Schedule Development and Maintenance Procedures (Part of DEL PM 1.2)
- 5.4.11.2.2. DUE: As defined in the approved Project Schedule.
- 5.4.12. The Contractor may create and maintain additional information within the Master Project Management Plan, if needed and as mutually agreed upon by the Parties.
- 5.4.12.1. The Contractor shall deliver one Master Project Management Plan to the Department for review and approval upon completion of all components outlined in this Section 5.4.
- 5.4.12.2. The Contractor shall not use any part or component of the Master Project Management Plan prior to the Department's approval, unless the Department has provided its contingent approval of any part of the Master Project Management Plan.
- 5.4.12.2.1. DELIVERABLE: Master Project Management Plan (DEL PM 1.3)
- 5.4.12.2.2. DUE: Within 30 Business Days of the Contract Execution Date
- 5.5. Project DDI and Transition Schedule
- 5.5.1. The Contractor shall develop a Project DDI and Transition Schedule for the purpose of identifying project tasks and activities.
- 5.5.1.1. The Project DDI and Transition Schedule shall include all of the following:
 - 5.5.1.1.1. The identification of tasks included in the Work set forth in the Contract for which the Contractor is responsible.
 - 5.5.1.1.2. The identification of tasks included in the Work set forth in the Contract for which the Department, including tasks that the Department shall require the incumbent Vendor to perform, is responsible.
 - 5.5.1.1.3. A portfolio-level schedule that includes all Project tasks and activities.
 - 5.5.1.1.4. Schedule maintenance protocols.
 - 5.5.1.1.5. Baseline schedule dates.
 - 5.5.1.1.6. Anticipated Deliverable due dates.
 - 5.5.1.1.7. Anticipated Milestone completion dates.
- 5.5.1.2. The Project DDI and Transition Schedule shall be created and maintained in MS Project and shall be provided to the EPMO on a weekly basis.

- 5.5.1.3. The Project DDI and Transition Schedule shall provide information regarding adherence to all schedule guidelines necessary to validate the accuracy of timeframes.
 - 5.5.1.3.1. DELIVERABLE: Project DDI and Transition Schedule (DEL DDI 1.1)
 - 5.5.1.3.2. DUE: Within 30 Business Days of receipt of the incumbent Vendor's turnover plan
- 5.6. Requirements Traceability Matrix (RTM)
 - 5.6.1. The Contractor shall develop an RTM, which the Contractor shall provide direct access to the Department.
 - 5.6.1.1. At a minimum, the RTM shall:
 - 5.6.1.1.1. Track progress of work to completion.
 - 5.6.1.1.2. Be maintained by adding, modifying, and removing requirements.
 - 5.6.1.1.3. Retain historic versions.
 - 5.6.1.1.4. Traceability to the current status or phase (e.g., backlog, in-progress, testing) for each technical and functional requirement.
 - 5.6.1.1.5. Requirements traceability to all test results.
 - 5.6.1.1.6. Requirements traceability to all Defects and their current status.
 - 5.6.1.1.7. Requirements traceability all to features, product releases, and release approvals.
 - 5.6.1.1.7.1. DELIVERABLE: Requirements Traceability Matrix (RTM) (DEL DDI 1.2)
 - 5.6.1.1.7.2. DUE: As defined in the approved Project Schedule.
 - 5.7. Organizational Change Management (OCM) Plan
 - 5.7.1. The Contractor shall develop an OCM Plan.
 - 5.7.1.1. At a minimum, the OCM Plan shall align to Department standard processes and shall include all of the following:
 - 5.7.1.1.1. The process in which the OCM activities will be incorporated into the Project Schedule, which will be tracked to Project completion.
 - 5.7.1.1.2. OCM strategies and tactical steps that address, at a minimum, all of the following:
 - 5.7.1.1.2.1. Best practices, such as Prosci® and the Awareness, Desire, Knowledge, Ability, Reinforcement (ADKAR) model.
 - 5.7.1.1.2.2. Methods to evaluate effectiveness of OCM activities.
 - 5.7.1.1.2.3. Mentoring.
 - 5.7.1.1.2.4. Job shadowing, including opportunities to promote equity, diversity, and inclusion.
 - 5.7.1.1.2.5. Collaborative question and answer sessions.
 - 5.7.1.1.2.6. Leveraging role-based, hands-on training and end-user training on all tools, dashboards, and reporting through the Term of the Contract.
 - 5.7.1.1.2.7. The identification of when information in the OCM Plan will be implemented.
 - 5.7.1.1.2.8. The OCM Plan should be updated for each of the improvement to be implemented

5.7.1.1.2.8.1. DELIVERABLE: Organizational Change Management (OCM) Plan (DEL OCM 1.1)

5.7.1.1.2.8.2. DUE: As defined in the approved Project Schedule

5.8. Training Plan

5.8.1. The Contractor shall participate in training delivered by other MES Vendors, as defined by the Department.

5.8.2. The Contractor shall provide custom, tailored, training to the workforce and Department staff. The workforce includes agents, Call Center representative, new contractor employees.

5.8.3. The Contractor shall develop a Training Plan, submitted for Department approval, that is updated and delivered annually, which includes:

5.8.3.1. Training approach

5.8.3.2. Training methodologies (face-to-face, online, webinar, recordings, other)

5.8.3.3. Process for identifying training needs

5.8.3.4. Process for communicating and scheduling training

5.8.3.5. Training deployment during transition/operational readiness and operations phases

5.8.3.6. Commitment to how the Contractor will meet the learning needs of authorized users.

5.8.3.7. Training for the Department on selected Contractor tools.

5.8.3.7.1. DELIVERABLE: Training Plan (DEL OCM 1.2)

5.8.3.7.2. DUE: As defined in the approved Project Schedule.

5.9. Business Continuity and Disaster Recovery Plan

5.9.1. The Contractor shall create a Business Continuity and Disaster Recovery Plan that the Contractor will follow in order to continue operations after a Disaster or a Business Interruption. The Business Continuity and Disaster Recovery Plan shall include, but is not limited to, all of the following:

5.9.1.1. How the Contractor will replace staff that are lost or unavailable during or after a Business Interruption so that the Work is performed in accordance with the Contract.

5.9.1.2. How the Contractor will back-up all information necessary to continue performing the Work, so that no information is lost because of a Business Interruption.

5.9.1.3. The plan shall also include how the Contractor will make all information available at its back-up facilities.

5.9.1.4. The plan shall also include how the Contractor will provide for Committed Transaction data loss of no greater than five (5) minutes during a Disaster or Business Interruption, where a "Committed Transaction" is a transaction that has been written to a database log file to be saved into the database so that others can see the changes in an update to the database record.

5.9.1.5. How the Contractor will maintain complete back-up copies of all data, databases, operating programs, files, systems, and software pertaining to enrollment information at a Department-approved, off-site location.

5.9.1.6. How the Contractor will minimize the effects on Members of any Business Interruption.

- 5.9.1.7. How the Contractor will communicate with the Department during the Business Interruption, the frequency of communication and points of contact within the Contractor's organization the Department can contact in the event of a Business Interruption.
- 5.9.1.8. Planned infrastructure, as described in the BCDR Plan.
- 5.9.1.9. The time period it will take to transition all activities from the Contractor's regular facilities to the back-up facilities after a Disaster.
- 5.9.1.10. The plan shall identify, assess, and prioritize of each call center function and set recovery time objectives (RTO) for each priority grouping.
- 5.9.1.11. The Contractor shall annually test its processes and procedures to comply with the requirements of the Business Continuity and Disaster Recovery Plan and affirm such compliance to the Department.
 - 5.9.1.11.1. DELIVERABLE: Business Continuity and Disaster Recovery Plan (DEL OCM 1.3)
 - 5.9.1.11.2. DUE: As defined in the approved Project Schedule.
- 5.10. Joint Operating Agreement (JOA) Plan
 - 5.10.1. Contractor shall provide assistance in completing the Joint Operating Agreement (JOA) Plan. The JOA Plan provides a framework for collaboration amongst the incumbent, Contractor, and the Department. The JOA Plan draft should be prepared as soon as is reasonably possible after the Contract Performance Beginning Date, as identified in Section 1.20. The final JOA Plan is due prior to the Transition Plan as identified in Section 1.20 and will serve as input to transition planning activities. The Department will take the lead on coordinating the JOA Plan drafting and work product. The purpose of the agreement is to establish a process for managing the workload while both the incumbent contract and Contractor's contract are in place and to facilitate a successful turnover and takeover between the Contractors. The JOA Plan will also establish a process to fully transition the workload from the incumbent contractor to the new Contractor.
 - 5.10.2. The JOA will include at a minimum the following topics:
 - 5.10.2.1. Confidentiality Requirements.
 - 5.10.2.2. Definitions.
 - 5.10.2.3. Workload.
 - 5.10.2.4. Contract Roles and Responsibilities.
 - 5.10.2.5. Dispute Resolution.
 - 5.10.2.6. Connectivity expectations.
 - 5.10.2.7. Communication approach, roles, and responsibilities.
 - 5.10.3. Joint Transition Board (JTB) participants, which will be responsible for the weekly review of all transition activities to ensure the smooth transition of the PCC to the new system vendor(s).
 - 5.10.4. Contractor shall acknowledge the completion of the JOA Plan via a written confirmation.
 - 5.10.4.1. DELIVERABLE: Joint Operating Agreement (JOA) Plan (DEL OCM 1.4)

5.10.4.2. DUE: As identified in Project Schedule

5.11. Design

5.11.1. The Contractor shall develop a Conceptual Design Document of the Provider Call Center workflow and system architecture and present to the Department for approval.

5.11.2. The Conceptual Design Document shall include how the omni-channel function will work with interaction of the Provider Call Center with other MES modules.

5.11.2.1. DELIVERABLE: Conceptual Design Document (DEL DDI 1.3)

5.11.2.2. DUE: As defined in the approved Project Schedule.

5.12. Development

5.12.1. The Contractor shall configure and develop all necessary components of the Provider Call Center, including telephony, COTS and other tools, as required, to support the Work.

5.13. Testing

5.13.1. The Contractor shall maintain responsibility to operate the test environment(s).

5.13.2. The Contractor shall maintain test environments to support all required testing activities, which at a minimum should include:

5.13.2.1. Unit Test

5.13.2.2. System Test

5.13.2.3. UAT

5.13.2.4. Integration

5.13.2.5. Pre-Production/ Training

5.13.2.6. Production

5.13.2.7. Disaster Recovery

5.13.2.8. Performance/Stress

5.13.3. The Contractor shall develop and submit for approval to the Department a Master Test Plan that describes the Contractor's approach and commitment to all testing, including, but not limited to:

5.13.3.1. Unit Testing process.

5.13.3.2. System testing process.

5.13.3.3. UAT process.

5.13.3.4. Integration testing process.

5.13.3.5. Pre-Production/Training testing process.

5.13.3.6. Performance/stress testing process

5.13.3.7. Penetration testing process.

5.13.3.8. Accessibility Testing process.

5.13.3.9. Roles and responsibilities throughout the Testing Phase.

5.13.3.10. Details of when each environment will be provided.

- 5.13.3.11. Description of the way in which multiple testing tasks or objectives can be conducted in parallel or at the same time within multiple testing environments.
- 5.13.3.12. Process for submitting, monitoring, and resolving Defects found during testing and assignment of severity and priority levels.
- 5.13.3.13. Process for tracing test cases to requirements.
- 5.13.3.14. Process for applying fixes to the System and conducting regression testing of any fixes.
- 5.13.3.15. Assurance of parity between technical environments.
- 5.13.3.16. Description of the proposed system or tool for identifying, prioritizing, tracking, fixing, and re-testing System Defects.
- 5.13.3.17. Structured promotion of functionality to subsequent testing levels.
- 5.13.3.18. Summary of testing tools used throughout the Testing Phase, including the approach to defining test cases that are representative of actual cases.
- 5.13.3.19. Testing of recovery processes and/or component outages/failures.
- 5.13.4. The Contractor shall maintain responsibility to test all System changes and Enhancement functionality through test environments that mirror production functionality.
- 5.13.5. The Contractor shall establish and provide a testing process for System changes and Enhancements.
- 5.13.6. The Contractor shall provide a defect tracking process for System changes and Enhancements.
- 5.13.7. The Contractor shall provide access to System environments and tools to up to twenty (20) named and concurrent Department authorized users. Any additional named and concurrent users would be subject to the change management process and incremental pricing
- 5.13.8. The Contractor shall develop and submit for Department approval, entrance and exit criteria for testing sub-phases. Any changes to entrance and exit criteria requires written approval by the Department.
- 5.13.9. The Contractor shall design, document, and execute detailed test cases for each sub-phase of testing. Test cases should include identifications, detailed steps, expected results, and actual results (where appropriate).
- 5.13.10. The Contractor shall deidentify test data.
- 5.13.11. The Contractor shall perform regression testing for all identified Critical and Major defects, as directed by the Department, and provide regression testing results.
- 5.13.12. The Contractor shall perform testing in alignment to the CMS Testing Guidance Framework.
- 5.13.13. Approach for providing testing environments to be available 99.5% of the time during scheduled testing activities.
- 5.13.14. The Contractor shall submit all Test Results and testing metrics for each test sub-phase to the Department that includes, at minimum:
 - 5.13.14.1. Summary of testing results.
 - 5.13.14.2. Pass/Failure Rate.
 - 5.13.14.3. Defect IDs and severity level of failed test cases.

- 5.13.14.4. Proposed resolution for identified defects.
 - 5.13.14.4.1. DELIVERABLE: Master Test Plan (DEL DDI 1.4)
 - 5.13.14.4.2. DUE: As defined in the approved Project Schedule
- 5.13.15. Enterprise Testing Coordination Requirements
 - 5.13.15.1. The Contractor shall communicate and coordinate all testing activities as deemed applicable by the Enterprise Testing team.
 - 5.13.15.2. The Contractor shall coordinate with the Enterprise Testing team before changes are released in the production environment, if there is multiple MES module impact.
 - 5.13.15.3. The Department requires the Contractor to coordinate with the Enterprise Testing team, for testing of end-to-end business processes across all solutions that need to be integrated with the Department's Medicaid Enterprise Solution.
 - 5.13.15.4. Contractor shall report on their test progress and results, as defined in the Contractor's test plan, to the Enterprise Testing team for transparent governance.
- 5.14. Operational Readiness
 - 5.14.1. The Contractor shall maintain responsibility for having System access in place, including passwords, prior to demonstration of operational readiness.
 - 5.14.2. The Contractor shall maintain and update the training environment with training data to use during transition and operational readiness activities.
 - 5.14.3. The Contractor shall demonstrate alignment between organizational readiness and operational readiness.
 - 5.14.4. The Contractor shall prepare and submit for Department approval a final Operational Readiness Assessment Document, including results of testing, implementation of system improvements made as part of transition, and an assessment of the final operational readiness of the Contractor.
 - 5.14.4.1. DELIVERABLE: Operational Readiness Assessment Document (DEL DDI 1.5)
 - 5.14.4.2. DUE: As defined in the approved Project Schedule
- 5.15. User Guides
 - 5.15.1. The Contractor shall create User Guides to support Provider Call Center responses to Provider inquiries and questions.
 - 5.15.2. User Guides shall include a comprehensive guide for all Provider Call Center responses associated with other MES vendor solutions and processes.
 - 5.15.3. The Contractor shall maintain and update User Guides throughout the term of the Contract.
 - 5.15.3.1. DELIVERABLE: User Guides (DEL DDI 1.7)
 - 5.15.3.2. DUE DATE: As identified in the approved Project Schedule

6. TRANSITION PHASE

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

- 6.1.1.1. Proposed approach to transition the Provider Call Center from the incumbent vendor.
- 6.1.1.2. Proposed approach for consolidating applicable sections from the Contractor's Turnover Plan into the transition planning activity.
- 6.1.1.3. Tasks and activities for transition.
- 6.1.1.4. FTEs by position.
- 6.1.1.5. Transition Milestones and completion dates.
- 6.1.1.6. Schedule for transition.
- 6.1.1.7. Entrance and exit criteria.
- 6.1.1.8. Production program and documentation update procedures during transition.
- 6.1.1.9. Process to import existing, published knowledge management and database documentation.
- 6.1.1.10. Process for initial set up of complaint tracking.
- 6.1.1.11. Operational Readiness Review (ORR).
- 6.1.1.12. Training plan and organizational readiness approach.
- 6.1.1.13. Parallel test procedure.
- 6.1.1.14. Interface testing.
- 6.1.2. The Contractor shall execute the approved Transition Plan and activities at no additional cost over and above.
 - 6.1.2.1. DELIVERABLE: Transition Plan (DEL TR 1.1)
 - 6.1.2.2. DUE: As defined in the approved Project Schedule
- 6.1.3. Upon Department approval of the Operational Readiness Assessment Document (DEL DDI 1.5), the Contractor shall execute the tasks in the mutually approved Transition Plan (DEL TR 1.1) at no additional cost over and above the pricing set forth in this Contract.
- 6.1.4. Upon completion of all tasks in the mutually approved Transition Plan, the Contractor shall be deemed to have completed the implementation of a production-ready Provider Call Center Solution such that the Provider Call Center Solution shall be placed into production (e.g., the "Go-Live" event) and the Operations and Maintenance Phase of the Contract shall commence.
 - 6.1.4.1. DELIVERABLE: Go-Live of production ready Provider Call Center Solution (DEL DDI 1.6)
 - 6.1.4.2. DUE: As defined in the approved Project Schedule

7. OPERATIONS AND MAINTENANCE PHASE

- 7.1. The Contractor shall provide staff to perform Operations and Maintenance, as described in this Exhibit without utilizing billable enhancement hours.
- 7.2. Operations and Maintenance Plan
 - 7.2.1. The Contractor shall develop and submit to the Department for approval, an electronically available Operations and Maintenance Plan to address the following:

- 7.2.1.1. An updated Contractor staffing model for the Operations Phase.
- 7.2.1.2. Standard operating and monitoring procedures of daily System and Contractor performance.
- 7.2.1.3. Updates, patches, licenses, and repairs to components of all environments, including but not limited to:
 - 7.2.1.3.1. Hardware
 - 7.2.1.3.2. Operating systems
 - 7.2.1.3.3. Database systems
 - 7.2.1.3.4. Application and other software
 - 7.2.1.3.5. Knowledge management database
 - 7.2.1.3.6. Complaint tracking module
 - 7.2.1.3.7. Utilities for Systems, database, software, communications
 - 7.2.1.3.8. Voice, video, data communication lines between the Department and the Contractor.
 - 7.2.1.3.9. Communications software
 - 7.2.1.3.10. Drivers
 - 7.2.1.3.11. Configurations
- 7.2.1.4. Plan for maintaining security on a database, network, and individual authorized System user level including maintenance of authorized System user accounts.
- 7.2.1.5. Upgrades shall be performed on all applications, server and system software to assure they remain in support and/or are a minimum of one release behind current (N-1).
- 7.2.2. The Contractor shall provide System documentation, including end-user and system administrator documentation.
- 7.2.3. The Contractor shall provide Updated Procedures and System Documentation, as part of the system change request project close-out process, and no less than annually for regular Operations and Maintenance.
- 7.2.4. The Contractor shall define a process to provide quality training and dispersal of knowledge management information for agents to be effective when answering Provider inquiries and avoid disruption to Provider services.
- 7.2.5. The Contractor shall define a process to keep the Department informed on complaint tracking.
- 7.2.6. The Contractor shall define a process for submitting operations problem reports to the Department when operational problems occur, describing the nature of the problem, the expected impact on ongoing functions, a Corrective Action Plan (CAP), and the expected time of problem resolution.
- 7.2.7. The Contractor shall publish a System Software Version Release Schedule and provide updates to the Department as requested.
- 7.2.8. The Contractor shall establish, maintain and publish a production maintenance calendar, including a schedule of planned maintenance windows, planned upgrades and release windows.

- 7.2.9. The Contractor shall provide secure means for the Department to report problems, questions, or System problems while safely exchanging PHI/PII, as required.
- 7.2.10. The Contractor shall provide a searchable library, with highly flexible search criteria to enable an authorized System user to access needed information in policy manuals, training material, implementation memos, and all necessary help functions.
- 7.2.11. The Contractor shall update the Knowledge Management content on a regular basis to provide agents with the most current information available.
 - 7.2.11.1. DELIVERABLE: Operations and Maintenance Plan (DEL O&M 1.1)
 - 7.2.11.2. DUE: As defined in the approved Project Schedule
- 7.2.12. The Contractor shall perform ongoing risk mitigation according to risk management plan throughout the Operations and Maintenance phase.
- 7.3. Provider Inquiry Escalation Plan
 - 7.3.1. The Contractor shall develop and maintain a Provider Inquiry Escalation Plan which addresses, at minimum:
 - 7.3.1.1. Available support services and proposed staffing model designed to meet the Contract requirements.
 - 7.3.1.2. Approach for managing support based on request response time requirements relative to escalation complexity and severity.
 - 7.3.1.3. Approach for leveraging escalation management to continuously improve system availability, reliability and user experience.
 - 7.3.1.4. Approach for how the Contractor determines that an escalation will be appropriately transferred to another MES Vendor.
 - 7.3.1.5. Standard operating procedures for each MES Vendor to track and monitor escalated inquiries to closure.
 - 7.3.1.6. Process to communicate with MES Vendors and track all escalated inquiries to closure.
 - 7.3.1.7. Process to provide access to other MES Vendors to review and resolve escalated inquiries, provided, however, that the Department shall be responsible for (a) identifying and authorizing each MES Vendor to have access to the CRM component of Contractor's CRM, (b) the number and names of authorized users for each MES Vendor who shall have access, (c) activating and deactivating access to the CRM component based on changes to the named authorized users for each MES Vendor and (d) ensuring that each MES Vendor abide by the terms of use of Contractor's CRM in its written contract with the MES Vendor, including specifying that the Department or Contractor shall have the right to terminate or suspend access if a MES Vendor fails to comply with such terms of use.
 - 7.3.1.8. Process to update and maintain the Provider Inquiry Escalation Plan
 - 7.3.1.8.1. DELIVERABLE: Provider Inquiry Escalation Plan (DEL O&M 1.2)
 - 7.3.1.8.2. DUE: As defined in the approved Project Schedule
- 7.4. O&M Enhancements

- 7.4.1. The Contractor shall manage Enhancements as projects, utilizing a Department approved change management process and SDLC methodology.
- 7.4.2. The Contractor shall document and maintain a list of all proposed Enhancement project ideas for comprehensive tracking, prioritization, and backlog reporting.
- 7.4.3. The Contractor shall provide a monthly report of all open Enhancement projects, which shall include aging reports.
- 7.4.4. Modification Enhancement Hours
 - 7.4.4.1. Contractor shall provide Modification Enhancement Hours to the Department for the purpose and utilization of having Contractor provide Consultative Support Services involving Integration modifications, changes, and Enhancements related to the Provider Call Center Solution for Projects defined in mutually agreed upon Change Requests.
 - 7.4.4.2. At the beginning of each Contract Year, the Parties shall mutually agree upon and designate categories of staffing and/or skill from within the labor categories for which applicable hourly rates are set forth in Exhibit C that the Department may access via the use of Modification Enhancement Hours set forth in mutually agreed upon Change Requests that are envisioned for such Contract Year.
 - 7.4.4.3. For Change Requests, including Enhancements, as defined in Exhibit E, Section 2.2.20, 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.
 - 7.4.4.3.1. For any Change Request submitted by the Department, Contractor shall provide its initial change request proposal based on the information provided by the Department for the proposed total hours and type of resources needed to complete the Plans, Documents, Deliverables or Work Components for the Change Request. As part of Contractor's initial change request proposal, Contractor shall propose a threshold dollar value based on the initial change request proposal, which, if exceeded, would require Department approval for Contractor to continue work and invoice the Department above such threshold.
 - 7.4.4.3.2. Upon approval by the Department of the Contractor's initial change request proposal, including the threshold above the proposal, Contractor can start the work on the Change Request and can invoice the Department and the Department will pay Contractor based on the hourly rates applicable to the SFY in which the Modification and Enhancement Work is being performed.
 - 7.4.4.3.3. Unless the Change Request as approved by both parties expressly removes the requirement, at the end of the Conceptual Design of the Change Request, Contractor will submit a DEL DDI 1.2 Requirements Traceability Matrix and DEL DDI 1.3 Conceptual Design Document, and a revised Change Request proposal for the proposed total hours for the type of resources needed to complete the Plans, Documents, Deliverables or Work Components for the Change Request.
 - 7.4.4.3.4. If Contractor determines that it will require more than the dollar threshold above the most recent, approved change request proposal for a Project, including any hours added due to changes in circumstances or additional requirements provided by the Department, then Contractor shall notify the Department of the need for extra hours and provide a description of why additional hours are needed and the amount of such

additional hours with a revised proposed amount to complete the work described in the Change Request. The Department will review the request and, if the request due to changes in circumstances, information not reasonably known to Contractor at the time of the prior estimate or additional requirements provided by the Department, either approve the request or notify Contractor that Contractor is requested to stop further work on the Project and provide the Department with any work in process completed as of the notification from the Department to stop work. If additional hours are needed because of Contractor's errors in calculating the amount of the prior estimate proposal or due to another cause solely within Contractor's or a Subcontractor's control, as documented in writing by the Department to Contractor, then Contractor shall complete the Work in the Change Request, regardless of the hours needed, but may only invoice for the number of hours included in the most recent, Department approved change request proposal.

- 7.4.4.3.5. Under all circumstances, the Contractor shall invoice the Department at the end of each month in which Modification and Enhancement Work is performed for the preceding month and the Department shall pay Contractor monthly for all hours performed prior to the Department notifying Contractor to stop work on a Project up to the dollar threshold above the most recent, Department approved proposal.

7.5. Contract Turnover Plan

- 7.5.1. The Contractor shall develop a Contract Turnover Plan that addresses all requirements, steps, timelines, Milestones, Deliverables, and Work Components, which shall include but not be limited to including System subscriptions, such as AWS subscriptions, business logic, and data, necessary to fully transition the Work described in the Contract from the Contractor to the Department or to another contractor selected by the Department to be the contractor after the termination of the Contract. The Contractor shall perform the turnover activities at no additional cost to the State over and above the pricing set forth in Exhibit C. Such Contract Turnover Plan shall be consistent with the SaaS based nature of Contractor's solution such that the Department's right to use Contractor's Solution shall cease upon the expiration or termination of the Contract but Contractor shall identify those portions of the Solution that the Department or a successor contractor may desire to procure from the applicable third party supplier should the Department desire continued use of such components.

- 7.5.1.1. The Contract Turnover Plan shall include, at a minimum, all of the following:
- 7.5.1.1.1. Approach to transition.
 - 7.5.1.1.2. Approach for conducting a knowledge transfer from the Contractor to a new contractor selected by the Department.
 - 7.5.1.1.3. Approach to consolidate applicable sections from the Contractor's Contract Turnover Plan into the transition planning activity.
 - 7.5.1.1.4. The identification of an individual to act as the Contractor's closeout coordinator.
 - 7.5.1.1.5. Processes by which the Contractor's closeout coordinator shall complete the following tasks:

- 7.5.1.1.5.1. Manage the fulfillment of all requirements of the Contract Turnover Plan for purposes of verifying that all requirements of the Contract Turnover Plan are completed in compliance with the Contract Turnover Plan.
- 7.5.1.1.5.2. Manage the fulfillment of all steps required by the Contract Turnover Plan for purposes of verifying that all steps required by the Contract Turnover Plan are completed in compliance with the Contract Turnover Plan.
- 7.5.1.1.5.3. Manage the fulfillment of the timelines set out in the Contract Turnover Plan for purposes of verifying that all timelines set out in the Contract Turnover Plan are maintained in compliance with the Contract Turnover Plan.
- 7.5.1.1.5.4. Manage the fulfillment of the Milestones identified in the Contract Turnover Plan for purposes of verifying that the Milestones identified in the Contract Turnover Plan are achieved in compliance with the Contract Turnover Plan.
- 7.5.1.1.5.5. Manage the development of all Deliverables and Work Components identified in the Contract Turnover Plan for purposes of verifying the Deliverables and Work Components identified in the Contract Turnover Plan are completed in compliance with the Contract Turnover Plan.
- 7.5.1.1.6. The identification of when the information contained in the Contract Turnover Plan will be implemented.
- 7.5.1.1.7. The Contractor shall deliver and maintain online access throughout the Term of the Contract to all reports, plans, or other documents identified as a Deliverable in this Contract.
- 7.5.1.1.8. The Contractor shall work with the Department and any other contractor to minimize the impact of the transition on Stakeholders, Department Staff, and existing MES Vendors.
- 7.5.1.1.8.1. DELIVERABLE: Contract Turnover Plan (DEL O&M 1.3)
- 7.5.1.1.8.2. DUE: As defined in the approved Project Schedule
- 7.5.1.2. Contract Turnover Plan and activities shall be completed prior to Contract termination. Should the Contract Turnover Plan and activities be not completed prior to Contract termination due to the Contractor's failure to complete the Contract Turnover Plan and activities, the Department may extend the Term of the Contract via an Option Letter for purposes of completing the Contractor Turnover Plan and activities.

8. ENTERPRISE SOLUTION INTEGRATION REQUIREMENTS

8.1. Enterprise Governance

- 8.1.1. The Contractor shall adhere to the Department's MES Governance Plan that is managed by the Department's ESI Contractor.
- 8.1.2. The Contractor shall participate in the MES Governance boards and councils as defined by the MES Governance Plan, for all data integration activities necessary to operations and functionality of the Contractor's Solution.
- 8.1.3. The Contractor shall attend, adhere to, and provide verbal and written input to the MES Governance boards and councils, as requested by the Department.

9. SYSTEM SECURITY PLAN

- 9.1. The Contractor shall develop a System Security Plan.
 - 9.1.1. At a minimum, the System Security Plan shall include all of the following:
 - 9.1.1.1. Mission Objectives.
 - 9.1.1.2. Mission Statement.
 - 9.1.1.3. Concept of Operations.
 - 9.1.1.4. Roles and Responsibilities.
 - 9.1.1.5. Information Technology Environment.
 - 9.1.1.6. Network Environment, Enclaves, and Perimeters.
 - 9.1.1.7. Major Applications and Systems.
 - 9.1.1.8. General Support Systems.
 - 9.1.1.9. Risk Management.
 - 9.1.1.9.1. Risk Management Methodology.
 - 9.1.1.9.2. Risk Assessment Responsibilities.
 - 9.1.1.9.3. Risk Assessment Frequency.
 - 9.1.1.9.4. Project Life Cycle.
 - 9.1.1.9.5. Vendor Management.
 - 9.1.1.9.6. Security Program.
 - 9.1.1.9.6.1. Network and Security Operations Standards.
 - 9.1.1.9.6.2. System and Application Security Standards.
 - 9.1.1.9.6.3. Access Controls.
 - 9.1.1.9.6.4. Change Control and Configuration Management.
 - 9.1.1.9.6.5. Physical Security.
 - 9.1.1.9.6.6. Data Handling and Disposal.
 - 9.1.1.9.6.7. Personnel Security and Role-based Access.
 - 9.1.1.9.6.8. Acceptable Use.
 - 9.1.1.9.7. Incident Warning, Advisory, and Response.
 - 9.1.1.9.7.1. Evaluating Information Security Warnings and Advisories.
 - 9.1.1.9.7.2. Information Security Incident Response Plan Summary.
 - 9.1.1.9.8. Security Awareness and Training.
 - 9.1.1.9.8.1. Security Awareness and Training Methodology.
 - 9.1.1.9.8.2. Security Awareness and Training Frequency.
 - 9.1.1.9.8.3. Security Awareness and Training Content Updates.
 - 9.1.1.9.8.4. Self-Assessment.
 - 9.1.1.9.8.5. Metrics and Reporting.

- 9.1.1.9.8.6. Plan Approval and Maintenance.
- 9.1.1.9.9. 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.
- 9.1.1.9.10. The identification of Contractor's processes and policies related to the coordination of efforts with MES Vendors to monitor for vulnerabilities.
- 9.1.1.9.11. The identification of Contractor's processes and policies related to assuring that all penetration testing meets approved security requirements.
- 9.1.1.9.12. 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.
- 9.1.1.9.13. The identification of when the information contained in the System Security Plan will be implemented.
- 9.1.1.9.14. The Contractor shall deliver the System Security Plan to the Department for review and approval. Contractor shall not execute activities within the System Security Plan prior to the Department's approval of that plan.
- 9.1.1.9.14.1. DELIVERABLE: System Security Plan (DEL SSP 1.1)
- 9.1.1.9.14.2. DUE: As defined in the approved Project Schedule
- 9.1.1.10. The Contractor shall implement or otherwise perform all tasks, obligations, and responsibilities set forth in the System Security Plan in conformity with the plan after obtaining the Department's approval of that plan.
- 9.1.1.11. The Contractor shall implement the System Security Plan as identified in the Department-approved plan.
- 9.1.1.12. The Contractor shall review, update, and submit a Revised System Security Plan for Department review and approval at least annually and before any implementation. Contractor's annual review shall include an estimate and plan to update the ESI Integration Platform to achieve compliance with new regulations, if applicable. If no changes have occurred, Contractor shall provide a summary report that indicates no changes have occurred.
- 9.1.1.13. 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.
- 9.1.1.13.1. DELIVERABLE: Revised System Security Plan (DEL SSP 1.2)
- 9.1.1.13.2. DUE: As defined in the approved Project Schedule
- 9.1.1.14. The Contractor shall implement or otherwise perform all tasks, obligations, and responsibilities set forth in all Revised System Security Plan(s) in conformity with the plan after obtaining the Department's approval of that plan.

10. INDEPENDENT AUDITOR

10.1. Third-Party Privacy/Security Audits/Assessments

- 10.1.1. The Contractor shall pay for a third-party to perform an annual audit or assessment of the Contractor's privacy/security control environment, where the initial audit shall be completed prior to the Go Live/Commencement of Operations and Maintenance, with subsequent audits performed on an annual basis thereafter.
- 10.1.2. The results of the assessment of Contractor's privacy/security control environment referenced in Section 10.1.1.1 above shall be provided by Contractor to the Department by Contractor supplying a confidential copy from its applicable hosting provider's then current SOC 2 report covering the Trust Principles of Security, Availability and Confidentiality prior to Go Live and annually thereafter. The applicable hosting provider will have had this report prepared by an independent third party. If there are any gaps in the reporting period and data expiration, a bridge letter is issued.
- 10.1.3. The Contractor shall submit the audit/assessment report to the Department along with the following supplemental documentation:
- 10.1.4. If an exception is noted in the applicable hosting provider's SOC 2 report that applies to the Department, the Contractor shall, working with the applicable hosting provider, create a Corrective Action Plan (CAP), plan of action & milestones (POA&M), or other similar document detailing how the Contractor will address and resolve all findings in the audit/assessment report and the timeline for addressing each finding. The action plan shall be subject to Department review and approval.
 - 10.1.4.1. DELIVERABLE: Audit/Assessment Report (DEL IA 1.1)
 - 10.1.4.2. DUE: As defined in the approved Project Schedule
 - 10.1.4.3. DELIVERABLE: Corrective action plan (CAP), plan of action & milestones (POA&M), or other similar document detailing how the Contractor will address and resolve all findings in the audit/assessment report and the timeline for addressing each finding. (DEL IA 1.2)
 - 10.1.4.4. DUE: As defined in the approved Project Schedule

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

11.1. Certification Management Plan

- 11.1.1. The Contractor shall develop a CMS Certification Management Plan.
- 11.1.2. The Contractor shall use the CMS Streamlined Modular Certification (SMC) methodology to develop a Provider Call Center CMS Certification Management Plan.
- 11.1.3. The Certification Management Plan shall include, at a minimum, all of the following:
 - 11.1.3.1. An outline of the methodology, tools, timeline, and resources required to manage the CMS Certification process for Contractor's Technology Solution.
 - 11.1.3.2. A plan so as to comply with established CMS Certification protocols defined by the EPMO Center of Excellence (CoE) and mutually agreed upon by Contractor.
 - 11.1.3.3. A plan to attend all Certification-related meetings, as mutually agreed upon between Contractor and the Department and communicated to the Contractor with sufficient advance notice to permit the appropriate Contractor resources to be available.
 - 11.1.3.4. A plan to incorporate certification functions of the ESI Contractor.

- 11.1.3.5. A plan to collaborate with the ESI Contractor for operational readiness activities, the Operational Readiness Review (ORR), and the final Certification Review (CR) for Solutions that integrate with the Integration Platform.
- 11.1.3.6. A plan to produce all Certification documentation, as mutually agreed upon between Contractor, the Department and CMS and communicated to the Contractor.
- 11.1.3.7. A plan to facilitate a live production demonstration of Contractor's Solution during required CMS Certification review meetings.
- 11.1.3.8. A plan to achieve CMS Certification of Contractor's Solution backdated to the Go-Live Date.
- 11.1.3.9. Contractor shall provide Contract-related documentation in compliance with CMS requirements and guidance.
- 11.1.3.9.1. DELIVERABLE: CMS Certification Management Plan (DEL CMS 1.1)
- 11.1.3.9.2. DUE: As defined in the approved Project Schedule
- 11.1.4. CMS Certification Support
 - 11.1.4.1. The Contractor shall provide a Solution that is compliant with CMS Conditions for Enhanced Funding (CEF) and CMS Standards and Conditions for the life of the Contract.
 - 11.1.4.2. The Contractor shall provide a Solution that meets CMS Certification approval for the maximum allowable FFP and achieve CMS Certification backdating to the operational effective date to the extent CMS Certification is required for the Solution during the Term of this Contract.
 - 11.1.4.3. The Contractor shall work with the EPMO to support existing Department standards and processes in support of CMS Certification activities for the Solution. The Contractor's support shall include, but not be limited to, all of the following:
 - 11.1.4.3.1. Provide evidence, metrics, and supporting narrative description for CMS-required outcomes, if any, and State-Specific outcomes, as defined in the approved APD and as requested by the Department.
 - 11.1.4.3.2. Provide data, reports, and performance information, pursuant to 42 C.F.R. §§ 433.112(b)(15) and 433.116(b), (c), and (i), as applicable, for the Solution.
 - 11.1.4.3.3. Provide approved design documentation.
 - 11.1.4.3.4. Provide a complete list of interfaces impacted by the scope of the Solution, and provide approved interface and API design documentation.
 - 11.1.4.3.5. Provide approved human-readable business rules.
 - 11.1.4.3.6. Provide approved test results documentation from all environments.
 - 11.1.4.3.7. Provide approved organizational change management and stakeholder communications management plans and related measurable results. (e.g., managing stakeholders and end-user communication tools, training, help desk metrics, use of stakeholder survey feedback).
 - 11.1.4.3.8. Provide 508/ADA Test Results, which shall include documentation of compliance to contractual accessibility standards.
 - 11.1.4.3.9. Provide monthly measurable performance against the agreed upon SLAs.

- 11.1.4.3.10. Provide Concept of Operations documentation for the Solution.
- 11.1.4.3.11. Provide the approved Disaster Recovery Plan for the ORR.
- 11.1.4.3.12. Provide Disaster Recovery Results for the Final Certification Review.
- 11.1.4.3.13. Provide Monthly Status Reports, including indicators of Project Health, including but not limited to:
 - 11.1.4.3.13.1. Project or Product Roadmap
 - 11.1.4.3.13.2. Progress Tracking
 - 11.1.4.3.13.3. User Feedback
 - 11.1.4.3.13.4. Defect and Risk List
 - 11.1.4.3.13.5. Product Demonstration
 - 11.1.4.3.13.6. Testing Process, aligned with the CMS Testing Guidance Framework
- 11.1.4.3.14. Provide approved Master Test Plan and Testing Results Summary from all testing environments.
- 11.1.4.3.15. Provide approved Deployment or Implementation Plan.
- 11.1.4.3.16. Provide a complete list of Defects from all testing environments, including information about the operational impacts.
- 11.1.4.3.17. Provide a complete list of project Risks, including severity levels and mitigation and resolution plans.
- 11.1.4.3.18. Provide Third Party Independent Security and Privacy Assessment Report. The Third-Party audit should include, but need not be limited to the following:
 - 11.1.4.3.18.1. Penetration testing, including test results, vulnerability scans, and POA&M findings.
 - 11.1.4.3.18.2. Review of all HIPAA compliance areas: user authentication; information disclosure; audit trail; data transfers; and information on correct data use (role-based testing of use).
 - 11.1.4.3.18.3. Cover adequate audit trails and logs (ID, access level, action performed, etc.).
 - 11.1.4.3.18.4. Cover encryption of data at rest, in audit logs, and in transit between workstations and mobile devices (where applicable), to external locations and to offline storage;
 - 11.1.4.3.18.5. where such Third Party Audit's scope shall be to the extent available from then current third party assessments available from the applicable cloud provider used by Contractor to perform the Work under this Contract, where such assessments shall comply with the current CMS security based requirements.
- 11.1.4.3.19. Provide approved operating documentation and end-user documentation.
- 11.1.4.3.20. Participate in CMS Certification planning meetings and practice dry runs with the Department to the extent CMS Certification is applicable to the Solution during the term of this Contract.
- 11.1.4.3.21. Participate in CMS Certification review meetings with the Department and CMS.

- 11.1.4.3.22. Facilitate live demonstrations of system functionality, as requested by the Department or CMS to support CMS Certification review meetings, if any.
- 11.1.4.3.23. Participate in a lessons learned review with the EPMO after the CMS Certification project is completed to the extent CMS Certification of the Solution is applicable during the term of this Contract.
- 11.1.4.3.24. Provide a CMS Certification Lead resource to support all required activities in coordination with the Department’s EPMO.
- 11.1.4.3.25. Provide ongoing certification support during O&M by reporting on operational performance outcomes and metrics on a quarterly and annual basis solely as described in this section, Section 11.1. As of the Effective Date, the three (3) State specific Outcomes and Measures that apply to the Solution and that are part of Contractor’s ongoing certification support are defined below, subject to CMS approval:

PROPOSED OUTCOME	PROPOSED METRIC	SUPPORTING DATA
Improve Self Service Capabilities through use of enhanced Interactive Voice Response (IVR) and Intelligent Virtual Assistant (IVA) solutions	Monthly baseline data from the current Call Center, as compared to monthly data after transition of the Call Center	IVR and IVA data measuring use of new self-service capabilities
Increase Customer Service through use of automation and guided workflows	Monthly baseline data from the current Call Center, as compared to monthly data after transition of the Call Center	Provider satisfaction surveys
Improve First Call Resolution	Monthly baseline data from the current Call Center, as compared to monthly data after transition of the Call Center	First Call Resolution SLA data

- 11.1.4.3.26. If, after the Effective Date, State specific Outcomes and Measures are different than as summarized above, to the extent the costs for Contractor to comply with providing assistance for State specific Outcomes and Measures, all as they relate to the Solution, increases from the costs incurred by Contractor for providing a Solution that is compliant with and the above State specific Outcomes and Measures, then Contractor’s obligation to provide such assistance for CMS Certification shall be subject to mutual agreement on terms, conditions, and pricing through a signed Change Request.

- 11.1.4.3.26.1. **DELIVERABLE: CMS Certification Support (See QMP Information Below) (DEL CMS 1.2)**

- 11.1.4.3.26.2. DUE: As defined in the approved Project Schedule
- 11.1.4.3.26.3. DELIVERABLE: CMS Required Outcomes and State-Specific Outcomes Metrics Performance Report (DEL CMS 1.3)
- 11.1.4.3.26.4. DUE: Quarterly; No later than 15 (fifteen) business days after the end of each quarter and Annually; June 30th each year

12. SERVICE LEVEL AGREEMENTS (SLA)

- 12.1. The SLAs related to this Contract are listed in Exhibit K attached to this Contract.
- 12.2. As mentioned in the SLA attachment, some of the SLAs may have a Quality Maintenance Payment (QMP) attached to the SLA. The QMP dollar amount by SLA is listed in Exhibit C.
- 12.3. The Contractor shall report on QMP progress monthly as part of the DEL CM 1.2 Monthly Contract Management Report. Once per month, Contractor shall consolidate into a single report the performance for each QMP that may be earned for that month, with the understanding that all SLAs subject to a QMP are measured, calculated, and paid monthly.
- 12.4. The following four results categories that will be used in the DEL CM 1.2 Monthly Contract Management Report:
 - 12.4.1. Met—The criteria for this standard or component were met for the reporting period and deemed Billable/Pass.
 - 12.4.2. Not Met—The criteria for this standard or component were not met for the reporting period and deemed Not Billable/Fail.
 - 12.4.3. N/A—This standard or component was not relevant for the reporting period and, therefore, was not measured. These items are deemed Billable.
 - 12.4.4. Waiver Requested—The Department has been asked to waive the application for this standard or component during the reporting period because of extenuating circumstances and is requested to be deemed Billable.
- 12.5. The SLA results for the total monthly measurement period shall be used to judge the Met or Not Met category for the QMP calculations.
- 12.6. In addition to the findings for QMP-related performance standards, Contractor shall provide necessary data, information, or access for the Department to verify the information provided in the DEL CM 1.2 Monthly Contract Management Report.
- 12.7. If Contractor and State disagree over whether Contractor’s performance met the required SLA, whether the associated QMP is required to be paid, or any other disagreements related to this section, it can be considered a dispute under this Contract.

13. DELIVERABLE LIST

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

DELIVERABLES	DATE DUE TO THE DEPARTMENT
DEL CM 1.0 Meeting Agendas	At least 24 hours before each meeting is scheduled to begin

DELIVERABLES	DATE DUE TO THE DEPARTMENT
DEL CM 1.1 Weekly Project Status Report	Weekly, no later than Friday at 5:00 p.m. Mountain Standard Time or Mountain Daylight Time, as applicable
DEL CM 1.2 Monthly Contract Management Report	Monthly, no later than 5:00 p.m. Mountain Standard Time or Mountain Daylight Time, as applicable on the fifteenth day of each month for the prior calendar month.
DEL CM 1.3 Business Process Improvement Plan	As defined in the approved Project Schedule
DEL CM 1.4 Updated Business Process Improvement Plan	Annually, no later than 1/31 of each calendar year
DEL PM 1.1 Deliverable Expectations Document (DED)	As defined in the approved Project Schedule
DEL PM 1.2 Project Management Plan (PMP) including the following Work Components: Work Component: Communications Management Plan Work Component: Documentation Management Plan Work Component: Resource Management Plan Work Component: Risk and Issue Management Plan Work Component: Change Management Plan Work Component: Quality Management Plan Work Component: Deliverable Management Plan Work Component: Schedule Development and Maintenance Procedures	As defined in the approved Project Schedule
DEL PM 1.3 Master Project Management Plan	Within 30 Business Days of the Contract Execution Date
DEL DDI 1.1 Project DDI and Transition Schedule	Within 30 Business Days of receipt of the incumbent Vendor's turnover plan
DEL DDI 1.2 Requirements Traceability Matrix (RTM)	As defined in the approved Project Schedule
DEL OCM 1.1 Organizational Change Management (OCM) Plan	As defined in the approved Project Schedule
DEL OCM 1.2 Training Plan	As defined in the approved Project Schedule
DEL OCM 1.3 Business Continuity and Disaster Recovery Plan (BCDR)	As defined in the approved Project Schedule
DEL OCM 1.4 Joint Operating Agreement (JOA) Plan	As defined in the approved Project Schedule
DEL DDI 1.3 Conceptual Design Document	As defined in the approved Project Schedule
DEL DDI 1.4 Master Test Plan	As defined in the approved Project Schedule

DELIVERABLES	DATE DUE TO THE DEPARTMENT
DEL DDI 1.5 Operational Readiness Assessment Document	As defined in the approved Project Schedule
DEL DDI 1.6 Go-Live of production ready Provider Call Center Solution	As defined in the approved Project Schedule
DEL DDI 1.7 User Guides	As defined in the approved Project Schedule
DEL TR 1.1 Transition Plan	As defined in the approved Project Schedule
DEL O&M 1.1 Operations and Maintenance Plan	As defined in the approved Project Schedule
DEL O&M 1.2 Provider Inquiry Escalation Plan	As defined in the approved Project Schedule
DEL O&M 1.3 Contract Turnover Plan	As defined in the approved Project Schedule
DEL SSP 1.1 System Security Plan	As defined in the approved Project Schedule
DEL SSP 1.2 Revised System Security Plan	As defined in the approved Project Schedule
DEL IA 1.1 Audit/Assessment Report	As defined in the approved Project Schedule
DEL IA 1.2 Corrective Action Plan (CAP)	As defined in the approved Project Schedule
DEL CMS 1.1 CMS Certification Management Plan	As defined in the approved Project Schedule
DEL CMS 1.2 CMS Certification Support	As defined in the approved Project Schedule
DEL CMS 1.3 CMS Required Outcomes and State-Specific Outcomes Metrics Performance Report	Quarterly; No later than 15 (fifteen) business days after the end of each quarter and Annually; June 30th each year

14. COMPENSATION AND INVOICING

14.1. Detailed Invoicing and Payment Procedures

- 14.1.1. 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.
- 14.1.2. The Contractor shall provide an invoice to facilitate proper payment of the invoice and the Department's receipt of proper Federal Financial Participation for any component of the payment.
- 14.1.3. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- 14.1.3.1. The invoice shall include all necessary information for the Department to determine the accuracy of the invoice and properly pay the invoice to the Contractor.

- 14.1.3.2. The Contract Number shown on the cover page for this Contract to facilitate invoice processing.
- 14.1.3.3. A clear description of the time the invoice covers.
- 14.1.3.4. An itemized list of Deliverables approved by the Department for payment for the period the invoice covers.
- 14.1.3.5. An itemized list of Service Level Agreements including whether they were Met or Not Met.
- 14.1.3.6. Any other information necessary for the Department to determine the accuracy of the invoice and properly pay the invoice to the Contractor.
- 14.1.3.7. The Contractor shall submit to the Department all invoices in a format approved by the Department.
- 14.1.4. The Contractor shall submit invoices to the Department upon completion of a Payment Milestone with a list of each Deliverable that was accepted by the Department for a given Payment Milestone.
- 14.1.5. The Contractor shall include the QMP status along with the invoice as documentation to support the amount of QMP claimed.

14.2. Closeout Payments

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 the requirements of the Closeout Period, which determination shall not be unreasonably withheld or delayed.

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EXHIBIT C, RATES

1. ONE TIME PAYMENTS

1.1. Optum One Assist Implementation (Payment Milestones)

- 1.1.1. The Department shall pay the Contractor a fixed payment for each of the following Payment Milestones that are accepted by the Department during the Design, Development, and Implementation (DDI) of the Optum One Assist Software as a Service Solution. Each Payment Milestone comprises a set of Deliverables. Each Payment Milestone shall be complete only upon the Department’s approval and acceptance of all the Deliverables that comprise the Payment Milestone, as identified in the table in Section 1.1.5 below and as per the acceptance process as defined in “Exhibit E, Section §1.6 Deliverables.”
- 1.1.1.1. The Optum One Assist Solution includes Omni-channel agent (Voice, Email, Web Chat, SMS), Voicemail, Workforce management (WFM), Quality Assurance (QA), Audio recording, Screen recording, Integration with Salesforce for Computer Telephony Integration (CTI), and call dispositioning and Post call surveys as described in Exhibit B.
- 1.1.2. Contractor will implement Knowledge Management, Performance Management, Gamification, Interaction Analysis, Complaint Tracking, and Cobrowse during the DDI of the Optum One Assist.
- 1.1.3. Each Payment Milestone payment shall be paid only once to the Contractor.
- 1.1.4. To the extent that any conflict exists between the “Exhibit B, §13 Deliverable List” column and the Deliverable Name listed under each Payment Milestone in the Payment Milestone column in Exhibit C, information in the “Payment Milestones” column in Exhibit C shall control.
- 1.1.5. The Department shall pay the Contractor a Fixed Payment for each of the following Payment Milestones once the Department approves and accepts all Deliverables associated with the Payment Milestone.

PAYMENT MILESTONES WITH DELIVERABLES	FIXED PAYMENT MILESTONE AMOUNT
Kickoff	\$144,736.00
Kickoff Meeting	
Planning	\$289,471.00
DELIVERABLE: Deliverable Expectations Document (DED) (DEL PM 1.1)	
DELIVERABLE: Joint Operating Agreement (JOA) Plan (DEL GEN 1.7)	
DELIVERABLE: Master Project Management Plan (PMP) (DEL PM 1.2)	
DELIVERABLE: Project DDI and Transition Schedule (DEL DDI 1.1)	
DELIVERABLE: Organizational Change Management (OCM) Plan (DEL OCM 1.1)	
DELIVERABLE: Training Plan (DEL OCM 1.2)	
DELIVERABLE: Business Continuity and Disaster Recovery Plan (BCDR) (DEL OCM 1.3)	

PAYMENT MILESTONES WITH DELIVERABLES	FIXED PAYMENT MILESTONE AMOUNT
DELIVERABLE: Transition Plan (DEL TR 1.1)	
DELIVERABLE: Business Process Improvement Plan (DEL CM 1.3)	
Design & Development	\$694,731.00
DELIVERABLE: Requirements Traceability Matrix (DEL DDI 1.2)	
DELIVERABLE: Conceptual Design Document (DEL DDI 1.3)	
DELIVERABLE: Master Test Plan (DEL DDI 1.4)	
Contract Turnover Plan (DEL O&M 1.3)	
DELIVERABLE: System Security Plan (DEL SSP 1.1)	
DELIVERABLE: CMS Certification Management Plan (DEL CMS 1.1)	
DELIVERABLE: Operations and Maintenance Plan (DEL O&M 1.1)	
DELIVERABLE: Provider Inquiry Escalation Plan (DEL O&M 1.2)	
Testing (including UAT)	\$578,943.00
DELIVERABLE: Operational Readiness Assessment Document (DEL DDI 1.5)	
Operational Readiness (ORR)	\$289,471.00
DELIVERABLE: Certification Support (DEL CMS 1.2 CMS)	
Go Live	\$683,610.00
DELIVERABLE: Go-Live of production ready Provider Call Center Solution (DEL DDI 1.6)	
CMS Certification	\$347,365.00
DELIVERABLE: CMS Required Outcomes and State-Specific Outcomes Metrics Performance Report (DEL CMS 1.3)	
Total	\$3,028,327.00

Table 1 – One Time Payments for Optum One Assist Solution

1.1.6. CMS Certification

- 1.1.6.1. If CMS certification for the Provider Call Center is not granted within 18 months after the first day of the Optum One Assist Go-Live Date and the reason such certification has not been granted is solely because Contractor is determined to be at fault for the delay based on the outcome resulting from the Dispute Process (as described in the Dispute Resolution in §14 of the Base Contract), the Contractor will reimburse the Department an amount equal to the difference between the 75% Federal Financial Participation rate for a CMS certified system and the 50% Federal Financial Participation rate the Department incurred for operating an non-CMS certified system during the period the system is not certified by CMS. For purposes of the foregoing sentence, Contractor shall be determined to be “at fault” only if Contractor fails to perform its obligations under Exhibit B, Section 11.1 or any other obligation under this contract but solely to the extent that such other

obligation relates to the failure to obtain CMS certification for the Provider Call Center as described in the first sentence. If CMS certifies the Optum One Platform back to Go-Live Date, then the Department will equitably reimburse Contractor for the amounts that were assessed under this Section.

2. OPERATIONS & MAINTENANCE (O&M) MONTHLY SERVICE PAYMENT

2.1. Fixed Monthly Payments

- 2.1.1. The Department shall pay the Contractor an O&M Monthly Service Payment each month for the Contractor delivering all Plans, Documents, Deliverables, or Work Components in compliance with the O&M requirements of the Contract, providing all services described in this Contract for O&M, and taking up to 15,000 Calls Handled per calendar month. The O&M Monthly Service Payment will start after the approval and acceptance of DELIVERABLE: Go-Live of production ready Provider Call Center Solution (DEL DDI 1.6). Contractor shall invoice the O&M Monthly Service Payment at the end of each month for the preceding month.
- 2.1.2. No additional amounts shall be added by either party for the scope of work described in this Contract that are not set forth in this Exhibit C. However, the Parties may amend this Contract as provided for in the Contract.
- 2.1.3. The Department shall pay the Contractor an O&M Monthly Service Payment in equal monthly increments as shown in the table below. The O&M Monthly Service Payments shall include and cover the Contractor's services for up to 15,000 Calls Handled during each calendar month.

O&M MONTHLY SERVICE PAYMENT	NOT TO EXCEED FIXED MONTHLY AMOUNT	NOT TO EXCEED FIXED ANNUAL AMOUNT
SFY25 (Go-Live Date – June 30, 2025)	\$229,620.13	\$1,377,720.80
SFY26 (July 1, 2025 – June 30, 2026)	\$236,508.73	\$2,838,104.80
SFY27 (July 1, 2026 – June 30, 2027)	\$243,604.00	\$2,923,248.00
SFY28 (July 1, 2027 – June 30, 2028)	\$250,912.13	\$3,010,945.60
SFY29 (July 1, 2028 – June 30, 2029)	\$258,439.47	\$3,101,273.60
SFY30 (July 1, 2029 – June 30, 2030)	\$266,192.67	\$3,194,312.00
SFY31 (July 1, 2030 – June 30, 2031)	\$274,178.47	\$3,290,141.60
SFY32 (July 1, 2031 – June 30, 2032)	\$282,403.80	\$3,388,845.60
SFY33 (July 1, 2032 – June 30, 2033)	\$290,875.93	\$3,490,511.20
SFY34 (July 1, 2033 – June 30, 2034)	\$299,602.20	\$3,595,226.40
Total		\$30,210,329.60

Table 2 – O&M Monthly Service Payment

2.2. Call Overage Compensation

- 2.2.1. If the Provider call volume exceeds 15,000 Calls Handled in any given calendar month, the Department shall pay to the Contractor, in addition to the O&M Monthly Service Payments described in **Table 2 – O&M Monthly Service Payment** above, an amount (“Call Overage Compensation”) as identified in **Table 3 – Call Overage Compensation Maximum** below based on number of calls over 15,000 Calls Handled and per the acceptance and approval process as defined in “Exhibit E, Section §1.6 Deliverables.” Contractor shall invoice the Department for the Call Overage Compensation at the end of each month for the preceding month.

2.2.2. The Contractor shall notify the Department if the call volume exceeds 240,000 Calls Handled in an SFY. If the Not To Exceed Maximum Yearly Fee as identified in **Table 3 – Call Coverage Compensation Maximum** in the applicable SFY in which the Calls Handled exceeds 240,000 is insufficient to pay Contractor the applicable Call Coverage Compensation described in Section 2.3.1, then the Contractor and the Department will enter into good faith negotiations for an amendment to the Contract to increase the Not to Exceed Maximum Yearly Fee for that SFY.

2.2.3. The Department shall pay Contractor Call Coverage Compensation based on the calls over 15,000 Calls Handled each month, subject to the not to exceed fees set forth below:

CALL COVERAGE COMPENSATION	PER CALL OVERAGE COMPENSATION CALL RATE	NOT TO EXCEED MAXIMUM MONTHLY FEE*	NOT TO EXCEED MAXIMUM YEARLY FEE*
SFY25 (Go-Live Date – June 30, 2025)	\$8.74	\$43,700.00	\$262,200.00
SFY26 (July 1, 2025 – June 30, 2026)	\$9.00	\$45,000.00	\$540,000.00
SFY27 (July 1, 2026 – June 30, 2027)	\$9.27	\$46,350.00	\$556,200.00
SFY28 (July 1, 2027 – June 30, 2028)	\$9.55	\$47,750.00	\$573,000.00
SFY29 (July 1, 2028 – June 30, 2029)	\$9.84	\$49,200.00	\$590,400.00
SFY30 (July 1, 2029 – June 30, 2030)	\$10.14	\$50,700.00	\$608,400.00
SFY31 (July 1, 2030 – June 30, 2031)	\$10.44	\$52,200.00	\$626,400.00
SFY32 (July 1, 2031 – June 30, 2032)	\$10.75	\$53,750.00	\$645,000.00
SFY33 (July 1, 2032 – June 30, 2033)	\$11.07	\$55,350.00	\$664,200.00
SFY34 (July 1, 2033 – June 30, 2034)	\$11.40	\$57,000.00	\$684,000.00
Total			\$5,749,800.00

*Not to Exceed Maximum Yearly Fee is based on 5,000 call overages per month

Table 3 – Call Coverage Compensation Maximum

2.3. Knowledge Base Content Management Resource

2.3.1. The Contractor will have a resource dedicated to Knowledge Base Content Management to manage and update content, as well as work with other MES vendors so that other MES vendors review, and update content associated with their systems.

2.3.2. The Department will pay the Contractor a fixed annual amount for the Knowledge Base Content Management Resource, subject to the Not to Exceed Fixed Annual Amount below in Table 4 – Knowledge Base Content Management Resource, where Contractor shall invoice the fixed monthly amount at the end of the month.

PAYMENTS	NOT TO EXCEED FIXED MONTHLY AMOUNT	NOT TO EXCEED FIXED ANNUAL AMOUNT
SFY25 (Go-Live Date – June 30, 2025)	\$8,794.42	\$52,766.50
SFY26 (July 1, 2025 – June 30, 2026)	\$9,058.33	\$108,700.00
SFY27 (July 1, 2026 – June 30, 2027)	\$9,330.08	\$111,961.00
SFY28 (July 1, 2027 – June 30, 2028)	\$9,610.00	\$115,320.00
SFY29 (July 1, 2028 – June 30, 2029)	\$9,898.33	\$118,780.00

PAYMENTS	NOT TO EXCEED FIXED MONTHLY AMOUNT	NOT TO EXCEED FIXED ANNUAL AMOUNT
SFY30 (July 1, 2029 – June 30, 2030)	\$10,195.25	\$122,343.00
SFY31 (July 1, 2030 – June 30, 2031)	\$10,501.08	\$126,013.00
SFY32 (July 1, 2031 – June 30, 2032)	\$10,816.08	\$129,793.00
SFY33 (July 1, 2032 – June 30, 2033)	\$11,140.58	\$133,687.00
SFY34 (July 1, 2033 – June 30, 2034)	\$11,474.83	\$137,698.00
Total		\$1,157,061.50

Table 4 – Knowledge Base Content Management Resource

2.4. User License Payments

This Section 2.4 includes per Authorized User pricing for various technology components that shall apply if, during the Contract, the Department requests Contractor to add an Authorized User for the use of the applicable component. For purposes of this pricing, an “Authorized User” is any individual who uses the applicable technology component for any day within a calendar month during the month in which the fee would be charged. Contractor shall invoice any User-based monthly licensing pricing set forth below at the end of each calendar month for the preceding month and Contractor shall invoice any User based annual pricing set forth below at the beginning of the annual period covered by the annual pricing.

2.4.1. Knowledge Base Content Management

The Department shall pay the Contractor a license fee each month equal to the Fixed Monthly Fee Per User set forth below applicable to the SFY in which the Knowledge Base Content Management is used multiplied by the number of Users in that month, subject to the Not to Exceed Maximum Annual Fee set forth below for that SFY. The Department may increase or decrease the number of Users over and above the 48 Users that was assumed in establishing the Not to Exceed Maximum Annual Fee in a given SFY, provided, however, that the Contractor shall not be obligated to provide access to any Department users in a given SFY to that extent that if, in doing so, the Department’s aggregate payable for such per User-based licenses were to exceed the Not to Exceed Maximum Annual Fee.

PERIOD	FIXED MONTHLY FEE PER USER	NOT TO EXCEED MAXIMUM ANNUAL FEE*
SFY25 (Go-Live Date – June 30, 2025)	\$20.25	\$5,832.00
SFY26 (July 1, 2025 – June 30, 2026)	\$20.86	\$12,015.36
SFY27 (July 1, 2026 – June 30, 2027)	\$21.49	\$12,378.24
SFY28 (July 1, 2027 – June 30, 2028)	\$22.13	\$12,746.88
SFY29 (July 1, 2028 – June 30, 2029)	\$22.79	\$13,127.04
SFY30 (July 1, 2029 – June 30, 2030)	\$23.47	\$13,518.72
SFY 2030-31 (July 1, 2030 – June 30, 2031)	\$24.17	\$13,921.92
SFY 2031-32 (July 1, 2031 – June 30, 2032)	\$24.90	\$14,342.40
SFY 2032-33 (July 1, 2032 – June 30, 2033)	\$25.65	\$14,774.40
SFY 2033-34 (July 1, 2033 – June 30, 2034)	\$26.42	\$15,217.92

PERIOD	FIXED MONTHLY FEE PER USER	NOT TO EXCEED MAXIMUM ANNUAL FEE*
Total		\$127,874.88
*Not to Exceed Maximum Annual fee is based on 48 Users Per Month		

Table 5 – Knowledge Base Content Management User License Fees

2.4.2. Performance Management Tool

The Department shall pay the Contractor a license fee each month equal to the fixed monthly fee per User set forth below applicable to the SFY in which the Performance Management tool is used multiplied by the number of Users in that month, subject to the Not to Exceed maximum Annual fee set forth below for that SFY. The Department may increase or decrease the number of users over and above the 48 Users that was assumed in establishing the Not To Exceed Maximum Annual Fee in a given SFY, provided, however, that the Contractor shall not be obligated to provide access to any Department Users in a given SFY to that extent that if, in doing so, the Department's aggregate payable for such per user based licenses were to exceed the Not to Exceed Maximum Annual Fee.

PERIOD	FIXED MONTHLY FEE PER USER	NOT TO EXCEED MAXIMUM ANNUAL FEE*
SFY25 (Go-Live Date – June 30, 2025)	\$30.00	\$8,640.00
SFY26 (July 1, 2025 – June 30, 2026)	\$30.90	\$17,798.40
SFY27 (July 1, 2026 – June 30, 2027)	\$31.83	\$18,334.08
SFY28 (July 1, 2027 – June 30, 2028)	\$32.78	\$18,881.28
SFY29 (July 1, 2028 – June 30, 2029)	\$33.76	\$19,445.76
SFY30 (July 1, 2029 – June 30, 2030)	\$34.77	\$20,027.52
SFY31 (July 1, 2030 – June 30, 2031)	\$35.81	\$20,626.56
SFY32 (July 1, 2031 – June 30, 2032)	\$36.88	\$21,242.88
SFY33 (July 1, 2032 – June 30, 2033)	\$37.99	\$21,882.24
SFY34 (July 1, 2033 – June 30, 2034)	\$39.13	\$22,538.88
Total		\$189,417.60
*Not to Exceed Maximum Annual fee is based on 48 Users Per Month		

Table 6 – Performance Management Tool User License Fees

2.4.3. Gamification Tool

The Department shall pay the Contractor a license fee each month equal to the fixed monthly fee per User set forth below applicable to the SFY in which the Gamification Tool is used multiplied by the number of Users in that particular month, subject to the Not to Exceed Maximum Annual Fee set forth below for that SFY. The Department may increase or decrease the number of Users over and above the 48 users that was assumed in establishing the Not To Exceed Maximum Annual Fee in a given SFY, provided, however, that the Contractor shall not be obligated to provide access to any Department users in a given SFY to that extent that if, in doing so, the Department's aggregate payable for such per User based licenses were to exceed the Not to Exceed Maximum Annual Fee.

PERIOD	FIXED MONTHLY FEE PER USER	NOT TO EXCEED MAXIMUM ANNUAL FEE*
SFY25 (Go-Live Date – June 30, 2025)	\$15.00	\$4,320.00
SFY26 (July 1, 2025 – June 30, 2026)	\$15.45	\$8,899.20
SFY27 (July 1, 2026 – June 30, 2027)	\$15.91	\$9,164.16
SFY28 (July 1, 2027 – June 30, 2028)	\$16.39	\$9,440.64
SFY29 (July 1, 2028 – June 30, 2029)	\$16.88	\$9,722.88
SFY30 (July 1, 2029 – June 30, 2030)	\$17.39	\$10,016.64
SFY31 (July 1, 2030 – June 30, 2031)	\$17.91	\$10,316.16
SFY32 (July 1, 2031 – June 30, 2032)	\$18.45	\$10,627.20
SFY33 (July 1, 2032 – June 30, 2033)	\$19.00	\$10,944.00
SFY34 (July 1, 2033 – June 30, 2034)	\$19.57	\$11,272.32
Total		\$94,723.20
*Not to Exceed Maximum Annual fee is based on 48 Users Per Month		

Table 7 – Gamification Tool User License Fees

2.4.4. Interaction Analysis Tool

The Department shall pay the Contractor a license fee each month equal to the fixed monthly fee per User set forth below applicable to the SFY in which the Interaction Analysis Tool is used multiplied by the number of Users in that month subject to the Not to Exceed Maximum Annual Fee set forth below for that SFY. The Department may increase or decrease the number of Users over and above the 48 users that was assumed in establishing the Not To Exceed Maximum Annual Fee in a given SFY, provided, however, that the Contractor shall not be obligated to provide access to any Department users in a given SFY to that extent that if, in doing so, the Department's aggregate payable for such per User based licenses were to exceed the Not to Exceed Maximum Annual Fee.

PERIOD	FIXED MONTHLY FEE PER USER	NOT TO EXCEED MAXIMUM ANNUAL FEE*
SFY25 (Go-Live Date – June 30, 2025)	\$20.20	\$5,817.60
SFY26 (July 1, 2025 – June 30, 2026)	\$20.81	\$11,986.56
SFY27 (July 1, 2026 – June 30, 2027)	\$21.43	\$12,343.68
SFY28 (July 1, 2027 – June 30, 2028)	\$22.07	\$12,712.32
SFY29 (July 1, 2028 – June 30, 2029)	\$22.73	\$13,092.48
SFY30 (July 1, 2029 – June 30, 2030)	\$23.41	\$13,484.16
SFY31 (July 1, 2030 – June 30, 2031)	\$24.11	\$13,887.36
SFY32 (July 1, 2031 – June 30, 2032)	\$24.83	\$14,302.08
SFY33 (July 1, 2032 – June 30, 2033)	\$25.57	\$14,728.32
SFY34 (July 1, 2033 – June 30, 2034)	\$26.34	\$15,171.84
Total		\$127,526.40
*Not to Exceed Maximum Annual fee is based on 48 Users Per Month		

Table 8 – Interaction Analysis Tool User License Fees

2.4.5. Salesforce

2.4.5.1. The Contractor is responsible for all Salesforce licenses for Contractor’s staff, and the Department will not make any payments for licenses for Contractor’s staff other than what has already been included in the Fixed Monthly Service Payment described in Section 2.1.

2.4.5.2. The Department can obtain user licenses in any given month for the Department staff, other vendors, or any other Department-authorized users to access the Salesforce tool as needed for business purposes.

2.4.5.3. The Department shall pay the Contractor a license fee annually equal to the Fixed Annual Fee per User set forth below applicable to the SFY in which the Salesforce license is used by the Users, multiplied by the number of Users in that year, subject to the Not to Exceed Maximum Annual License Amount set forth below for that SFY. The Department may increase or decrease the number of Users over and above the 20 users that was assumed in establishing the Not To Exceed Maximum Annual License Amount in a given SFY, provided, however, that the Contractor shall not be obligated to provide access to any Users in a given SFY to that extent that if, in doing so, the Department’s aggregate payable for such per User based licenses were to exceed the Not to Exceed Maximum Annual License Amount.

PERIOD	FIXED ANNUAL FEE PER USER	NOT TO EXCEED MAXIMUM ANNUAL LICENSE AMOUNT*
SFY25 (Go-Live Date – June 30, 2025)	\$70.60	\$1,412.00
SFY26 (July 1, 2025 – June 30, 2026)	\$72.72	\$1,454.36
SFY27 (July 1, 2026 – June 30, 2027)	\$74.90	\$1,497.99
SFY28 (July 1, 2027 – June 30, 2028)	\$77.15	\$1,542.93
SFY29 (July 1, 2028 – June 30, 2029)	\$79.46	\$1,589.22
SFY30 (July 1, 2029 – June 30, 2030)	\$81.84	\$1,636.89
SFY31 (July 1, 2030 – June 30, 2031)	\$84.30	\$1,686.00
SFY32 (July 1, 2031 – June 30, 2032)	\$86.83	\$1,736.58
SFY33 (July 1, 2032 – June 30, 2033)	\$89.44	\$1,788.68
SFY34 (July 1, 2033 – June 30, 2034)	\$92.12	\$1,842.34
Total		\$16,187.00
*Not to Exceed Maximum Annual fee is based on 20 Users Per Annual Period		

Table 9 – Salesforce User License Fees

2.4.6. NICE CXOne

2.4.6.1. The Contractor is responsible for all NICE CXOne licenses for Contractor’s staff, and the Department will not make any payments for licenses for Contractor’s staff other than what has already been included in the Fixed Monthly Service Payment described in Section 2.1.

2.4.6.2. The Department can obtain User licenses in any given month for the Department staff, other vendors, or any other Department-authorized users to access the NICE CXOne tool as needed for business purposes.

- 2.4.6.3. The Department shall pay the Contractor a license fee annually equal to the Fixed Annual Fee per User set forth below applicable to the SFY in which the NICE CXOne license is used by the Users, multiplied by the number of such Users year, subject to the Not to Exceed Maximum Annual License Amount set forth below for that SFY. The Department may increase or decrease the number of Users over and above the 20 users that was assumed in establishing the Not To Exceed Maximum Annual License Amount in a given SFY, provided, however, that the Contractor shall not be obligated to provide access to any Users in a given SFY to that extent that if, in doing so, the Department's aggregate payable for such per User based licenses were to exceed the Not to Exceed Maximum Annual License Amount.

PERIOD	FIXED ANNUAL FEE PER USER	NOT TO EXCEED MAXIMUM ANNUAL LICENSE AMOUNT*
SFY25 (Go-Live Date – June 30, 2025)	\$2,428.25	\$48,565.00
SFY26 (July 1, 2025 – June 30, 2026)	\$2,501.10	\$50,022.00
SFY27 (July 1, 2026 – June 30, 2027)	\$2,576.13	\$51,522.60
SFY28 (July 1, 2027 – June 30, 2028)	\$2,653.41	\$53,068.20
SFY29 (July 1, 2028 – June 30, 2029)	\$2,733.01	\$54,660.20
SFY30 (July 1, 2029 – June 30, 2030)	\$2,815.00	\$56,300.00
SFY31 (July 1, 2030 – June 30, 2031)	\$2,899.45	\$57,989.00
SFY32 (July 1, 2031 – June 30, 2032)	\$2,986.43	\$59,728.60
SFY33 (July 1, 2032 – June 30, 2033)	\$3,076.02	\$61,520.40
SFY34 (July 1, 2033 – June 30, 2034)	\$3,168.30	\$63,366.00
Total		\$556,742.00
*Not to Exceed Maximum Annual License Amount is based on 20 Users Per Annual Period		

Table 10 – NICE CXOne User License Fees

2.5. Monthly SLA Performance Standard - Quality Maintenance Payments (QMPs)

- 2.5.1. The Department shall pay the Contractor Monthly QMP Payments identified in Table 11 – Not to Exceed Monthly **and Annual QMP Payment Table** below based on Contractor meeting or exceeding the performance standards for the following SLAs outlined in Exhibit K, Tab J.4 SLA_QMP:

- 2.5.1.1. Exhibit K, SLA.08.
- 2.5.1.2. Exhibit K, SLA.09.
- 2.5.1.3. Exhibit K, SLA.10.
- 2.5.1.4. Exhibit K, SLA.11.
- 2.5.1.5. Exhibit K, SLA.12.
- 2.5.1.6. Exhibit K, SLA.17.

- 2.5.2. If the Contractor fails to meet or exceed a SLA, or any component of a SLA, or fails to measure or report performance on a SLA listed in Section 2.5.1 and **Table 11 – Not to Exceed Monthly and Annual QMP Payment Table** during a period, then the Contractor shall not earn a Monthly QMP Payment for that SLA.

- 2.5.3. If the Contractor and the Department disagree over whether the Contractor's performance meets the required SLA, whether the associated QMP is required to be paid, or any other disagreements related to this Section 2.5, the Parties shall utilize dispute resolution process in §14 of the Base Contract.
- 2.5.4. Monthly QMP Payment Table. Please refer to Exhibit K, Tab J.4 SLA_QMP for Performance Standard, for detailed narratives for each SLA identified in this Section 2.5. The amounts listed below reflect the monthly payout that the Contractor may earn for meeting or exceeding each QMP, as each identified SLA number in the table below is described in Exhibit K, Tab J.4 SLA_QMP.

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Not to Exceed Monthly Payments						
Monthly Payments	SLA.08	SLA.09	SLA.10	SLA.11	SLA.12	SLA.17
Period	25%	20%	20%	15%	15%	5%
SFY25 (Go-Live Date – June 30, 2025)	\$14,351.26	\$11,481.01	\$11,481.01	\$8,610.76	\$8,610.76	\$2,870.25
SFY26 (July 1, 2025 – June 30, 2026)	\$14,781.80	\$11,825.44	\$11,825.44	\$8,869.08	\$8,869.08	\$2,956.36
SFY27 (July 1, 2026 – June 30, 2027)	\$15,225.25	\$12,180.20	\$12,180.20	\$9,135.15	\$9,135.15	\$3,045.05
SFY28 (July 1, 2027 – June 30, 2028)	\$15,682.01	\$12,545.61	\$12,545.61	\$9,409.21	\$9,409.21	\$3,136.40
SFY29 (July 1, 2028 – June 30, 2029)	\$16,152.47	\$12,921.97	\$12,921.97	\$9,691.48	\$9,691.48	\$3,230.49
SFY30 (July 1, 2029 – June 30, 2030)	\$16,637.04	\$13,309.63	\$13,309.63	\$9,982.23	\$9,982.23	\$3,327.41
SFY31 (July 1, 2030 – June 30, 2031)	\$17,136.15	\$13,708.92	\$13,708.59	\$10,281.69	\$10,281.69	\$3,427.23
SFY32 (July 1, 2031 – June 30, 2032)	\$17,650.24	\$14,120.19	\$14,120.19	\$10,590.14	\$10,590.14	\$3,530.05
SFY33 (July 1, 2032 – June 30, 2033)	\$18,179.75	\$14,543.80	\$14,543.80	\$10,907.85	\$10,907.85	\$3,635.95
SFY34 (July 1, 2033 – June 30, 2034)	\$18,725.14	\$14,980.11	\$14,980.11	\$11,235.08	\$11,235.08	\$3,745.03
Not to Exceed Annual Payments						
Period	SLA.08	SLA.09	SLA.10	SLA.11	SLA.12	SLA.17
SFY25 (Go-Live Date – June 30, 2025)	\$86,107.56	\$68,886.06	\$68,886.06	\$51,664.56	\$51,664.56	\$17,221.50
SFY26 (July 1, 2025 – June 30, 2026)	\$177,381.60	\$141,905.28	\$141,905.28	\$106,428.96	\$106,428.96	\$35,476.32
SFY27 (July 1, 2026 – June 30, 2027)	\$182,703.00	\$146,162.40	\$146,162.40	\$109,621.80	\$109,621.80	\$36,540.60
SFY28 (July 1, 2027 – June 30, 2028)	\$188,184.12	\$150,547.32	\$150,547.32	\$112,910.52	\$112,910.52	\$37,636.80
SFY29 (July 1, 2028 – June 30, 2029)	\$193,829.64	\$155,063.64	\$155,063.64	\$116,297.76	\$116,297.76	\$38,765.88
SFY30 (July 1, 2029 – June 30, 2030)	\$199,644.48	\$159,715.56	\$159,715.56	\$119,786.76	\$119,786.76	\$39,928.92
SFY31 (July 1, 2030 – June 30, 2031)	\$205,633.80	\$164,507.04	\$164,503.08	\$123,380.28	\$123,380.28	\$41,126.76
SFY32 (July 1, 2031 – June 30, 2032)	\$211,802.88	\$169,442.28	\$169,442.28	\$127,081.68	\$127,081.68	\$42,360.60
SFY33 (July 1, 2032 – June 30, 2033)	\$218,157.00	\$174,525.60	\$174,525.60	\$130,894.20	\$130,894.20	\$43,631.40
SFY34 (July 1, 2033 – June 30, 2034)	\$224,701.68	\$179,761.32	\$179,761.32	\$134,820.96	\$134,820.96	\$44,940.36
Total	\$1,888,145.76	\$1,510,516.50	\$1,510,512.54	\$1,132,887.48	\$1,132,887.48	\$377,629.14

Table 11 – Not to Exceed Monthly and Annual QMP Payment Table

3. MODIFICATION AND ENHANCEMENT WORK

3.1. Hourly Rates

3.1.1. **Table 13 – Labor Categories and Hourly Rates** describes the hourly rates that Contractor shall use to invoice for all Change Requests under the Modification and Enhancement Work

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

PERIOD	MAXIMUM MODIFICATION AND ENHANCEMENT FUNDING AVAILABLE
SFY 2023-24 (May 1, 2024 – June 30, 2024)	\$150,000.00
SFY 2024-25 (July 1, 2024 – June 30, 2025)	\$800,000.00
SFY 2025-26 (July 1, 2025 – June 30, 2026)	\$800,000.00
SFY 2026-27 (July 1, 2026 – June 30, 2027)	\$800,000.00
SFY 2027-28 (July 1, 2027 – June 30, 2028)	\$800,000.00
SFY 2028-29 (July 1, 2028 – June 30, 2029)	\$800,000.00
SFY 2029-30 (July 1, 2029 – June 30, 2030)	\$800,000.00
SFY 2030-31 (July 1, 2030 – June 30, 2031)	\$800,000.00
SFY 2031-32 (July 1, 2031 – June 30, 2032)	\$800,000.00
SFY 2032-33 (July 1, 2032 – June 30, 2033)	\$800,000.00
SFY 2033-34 (July 1, 2033 – June 30, 2034)	\$800,000.00
Total	\$8,150,000.00

Table 12 – Modification and Enhancement Funding

3.1.2.1. The Department may increase or decrease the funding the amount available in this Section 3.1.2 using an Option Letter substantially similar to “Exhibit F – Option Letter” as well as roll over any unused SFY amount from one SFY to the immediately following SFY.

3.1.3. The hourly rates to be used described in this Section 3.1 for each SFY are shown in the table below:

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Role	SFY25	SFY26	SFY27	SFY28	SFY29	SFY30	SFY31	SFY32	SFY33	SFY34
Architect	\$180	\$185	\$191	\$197	\$203	\$209	\$215	\$221	\$228	\$235
Assoc Tech Support Analyst	\$86	\$89	\$92	\$95	\$98	\$101	\$104	\$107	\$110	\$113
Business Analysts	\$88	\$91	\$94	\$97	\$100	\$103	\$106	\$109	\$112	\$115
Cust Service Representative	\$41	\$42	\$43	\$44	\$45	\$46	\$47	\$48	\$49	\$50
CSR Lead	\$65	\$67	\$69	\$71	\$73	\$75	\$77	\$79	\$81	\$83
Manager Customer Service	\$113	\$116	\$119	\$123	\$127	\$131	\$135	\$139	\$143	\$147
Manager Traffic/Workforce	\$110	\$113	\$116	\$119	\$123	\$127	\$131	\$135	\$139	\$143
Manager, Software Engineering	\$160	\$165	\$170	\$175	\$180	\$185	\$191	\$197	\$203	\$209
Software Engineer	\$131	\$135	\$139	\$143	\$147	\$151	\$156	\$161	\$166	\$171
Supervisor Customer Service	\$75	\$77	\$79	\$81	\$83	\$85	\$88	\$91	\$94	\$97
Sr Business Analyst Consultant	\$172	\$177	\$182	\$187	\$193	\$199	\$205	\$211	\$217	\$224
Sr IS Engineer	\$134	\$138	\$142	\$146	\$150	\$155	\$160	\$165	\$170	\$175
Sr Systems Management	\$173	\$178	\$183	\$188	\$194	\$200	\$206	\$212	\$218	\$225
Sr Manager Traffic/Workforce	\$113	\$116	\$119	\$123	\$127	\$131	\$135	\$139	\$143	\$147
Sr Systems Management Analyst	\$145	\$149	\$153	\$158	\$163	\$168	\$173	\$178	\$183	\$188
Systems Management Analyst	\$95	\$98	\$101	\$104	\$107	\$110	\$113	\$116	\$119	\$123
Senior Trainer	\$104	\$107	\$110	\$113	\$116	\$119	\$123	\$127	\$131	\$135

Table 13 – Labor Categories and Hourly Rates

EXHIBIT D, TERMINOLOGY

1. TERMINOLOGY

- 1.1. In addition to the terms defined in §3 of this Contract, the following list of terms shall be construed and interpreted as follows:
 - 1.1.1. Action Items – A discrete task that must be accomplished, usually by a single individual or a small team or group.
 - 1.1.2. Application Program Interface (API) – A set of routines, protocols, and tools for building software applications.
 - 1.1.3. Authorized User – Means any person or entity designated by business requirement, contract, assignment of User identification, or otherwise authorized, to access confidential or secure information, data, or Systems.
 - 1.1.4. Batch and Batch File – A file that contains a sequence, or batch, of commands. Batch files are used for storing sets of commands that are always executed together because the batch file name can be entered instead of each command individually.
 - 1.1.5. 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.
 - 1.1.6. 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.
 - 1.1.7. Calls Handled – Defined as calls answered by a live Provider Call Center agent and does not include calls addressed through the IVR.
 - 1.1.8. Change Management – A collective term for all approaches to prepare, support, and help individuals, teams, and organizations in making organizational change. It includes methods that redirect or redefine the use of resources, business process, budget allocations, or other modes of operation that significantly change a company or organization.
 - 1.1.9. 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.
 - 1.1.10. Change Request Board – An established committee that reviews proposed changes from the original baseline requirements that were agreed upon by the Department. If any change is approved by the committee, the change is communicated to the project team and the client, and the requirement is baselined with the change.
 - 1.1.11. 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 Standards and Conditions – The standards and conditions that pertain to the design and development of healthcare systems and are a fundamental cornerstone in the MITA State Self-Assessment activity. State’s enhanced federal funding depends upon system

modernization that focuses on incorporating industry standards, business rules, and service-oriented architecture principles to foster improved business results and enhance interoperability to lower costs and improve health outcomes.

- 1.1.13. CMS Testing Framework – A testing framework developed by CMS that details actions and deliverables that are required for states to demonstrate and/or provide as evidence for certification.
- 1.1.14. Colorado Revised Statutes (C.R.S.) – The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.
- 1.1.15. Computer Telephony Integration (CTI) – Technology that links a call center's telephone systems to relevant business applications.
- 1.1.16. Consultative Support Services – Consultative Support Services support the 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 the MES Roadmap Recommendation Report.
- 1.1.17. 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.
- 1.1.18. 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.
- 1.1.19. Contractor – A party that undertakes a contract to provide materials and/or labor to perform a service or do a job.
- 1.1.20. Customer Relationship Management (CRM) – A combination of processes and tools used to manage and analyze customer interactions and data throughout the customer lifecycle.
- 1.1.21. 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.
- 1.1.22. Data Integration – The process of combining data from different sources into a single, unified view. It involves discovering, moving, and transforming data from multiple source systems.
- 1.1.23. Data Integration Testing – The process of verifying that the data from various sources is integrated and transformed according to the business rules and requirements. Data integration testing can be done at different levels, such as unit testing, system testing, and end-to-end testing.
- 1.1.24. Data Governance Boards and Councils – Any of a number of governance bodies that have authority, control, and shared decision making (e.g. planning, monitoring, and enforcement) over the management of data assets. See also *Enterprise Solution Integration (ESI) Data Governance Council*.
- 1.1.25. Defect – A genuine error, malfunction, fault, or failure which prevents the System from operating in accordance with its specifications.
- 1.1.26. Deliverable – Any tangible or intangible object produced by Contractor as a result of the work that is intended to be delivered to the Department, regardless of whether the object is specifically described or called out as a “Deliverable” or not.

- 1.1.27. Deliverable Expectations Document (DED) – Document that provides a basis for the development and submission of a resulting deliverable. A DED is a tool used to avoid miscommunication and ensure that the Department and contractor (or other participating parties) possess a mutual understanding of content and scope of the deliverable.
- 1.1.28. Department – Colorado Department of Health Care Policy & Financing (HCPF)
- 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. Design, Develop and Implementation (DDI) Phase – Component of the contract that describes the design, development and implementation of a technology solution.
- 1.1.32. Development Environment – An environment used for developing, testing and debugging an application or program.
- 1.1.33. 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.
- 1.1.34. Dispute Process – The process described in the Contract for the Contractor and the Department to follow to resolve all debates or disagreements between the Department and Contractor.
- 1.1.35. Division Director – A Director in the Colorado Department of Health Care Policy & Financing (HCPF).
- 1.1.36. Enhancement – Incremental improvements to existing processes and/or system components that are completed as part of the Operations and Maintenance (O&M) phase of the contract.
- 1.1.37. Enterprise – The Department’s MES business, technical, and Information Architectures. Healthcare Enterprise architecture views people, process, and technologies as a “system of systems.” Colorado’s MES currently consists of four (4) primary services: Medicaid Management Information System (MMIS) and Fiscal Agent, Business Intelligence and Data Management (BIDM), Pharmacy Benefit Management System (PBMS), and Colorado Benefits Management System (CBMS).
- 1.1.38. Enterprise Solution Integration (ESI) Platform – Common integration platform, managed by the ESI Contractor, that assures data and integration between MES modules is consistent, secure, and available.
- 1.1.39. Enterprise Solution Integration (ESI) Contractor – Contractor whose responsibility is to establish and manage standards, processes and technology that assure all MES modules and related vendors seamlessly support Department goals.
- 1.1.40. Enterprise Solution Integration (ESI) Data Governance Council – The governing body that has the authority, control, and shared decision making (e.g. planning, monitoring, and enforcement) over the management of data assets.
- 1.1.41. Existing System – All of the MES systems in existing as of the Effective Date.
- 1.1.42. Existing Vendors – The MES Vendors associated with each MES-related contract at the time of the Effective Date.

- 1.1.43. Fiscal Year – The State’s Fiscal Year, defined as running from July 1 in a defined calendar year through June 30 in the following calendar year.
- 1.1.44. 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.
- 1.1.45. Go-Live – The time during a Project at which a Contractors’ solution or product is officially released into production.
- 1.1.46. Health First Colorado – Colorado’s Medicaid Program.
- 1.1.47. Health Insurance Portability and Accountability Act (HIPAA) – The Health Insurance Portability and Accountability Act of 1996, as amended.
- 1.1.48. Health Information Trust Alliance (HITRUST) – A non-profit company that delivers data protection standards and certification programs to help organizations safeguard sensitive information, manage information risk, and reach their compliance goals.
- 1.1.49. 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.
- 1.1.50. Integration Testing – A phase in software testing in which individual software modules are combined and tested as a group. Integration testing is conducted to evaluate the compliance of a system or component with specified functional requirements and follows unit and system testing in the testing lifecycle.
- 1.1.51. Interfaces – Any or all of the interfaces needed to complete full functionality of the Solution.
- 1.1.52. Issues – A negative result, outcome, or action that has already occurred.
- 1.1.53. Key Personnel – The position or positions that are specifically designated as such in this Contract.
- 1.1.54. Knowledge Management (KM) – A collection of methods relating to creating, sharing, using and managing the knowledge and information of an organization.
- 1.1.55. Master Schedule – A consolidated plan that is maintained by the Department that contains tasks, dependencies, resources, milestones and planned hours for the overall MES program.
- 1.1.56. Medicaid/MES Ecosystem – The complex network or interconnected systems under the Department’s Medicaid umbrella.
- 1.1.57. Medicaid Enterprise Solutions (MES) – The MMIS, PBMS, CBMS, and BIDM systems.
- 1.1.58. 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.
- 1.1.59. Meeting Minutes – Captures the attendees, the discussion topics, Action Items and next steps, and decisions made during the meeting.
- 1.1.60. Meeting Records – Are the recorded or written Meeting Agenda, Meeting Minutes, and any related documentation, videos, or attachments.
- 1.1.61. Member – Any individual enrolled in the Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Department.

- 1.1.62. MES Department Contacts – Designated Department points of contact for MES procurements, contracts, and Project Management communications.
- 1.1.63. MES Ecosystem – The Medicaid Enterprise Solutions along with the Integration Platform.
- 1.1.64. MES Governance Plan – Policies and procedures that govern the ESI Platform and integrations.
- 1.1.65. MES Module(s) – All MES components residing within the BIDM, CBMS, MMIS, or PBMS systems, or that once resided in the BIDM, CBMS, MMIS, or PBMS systems that the Department reconfigures into its own module with the Integration Platform.
- 1.1.66. MES Standards – Aligned with CMS MITA conditions and standards, Colorado OIT, and Enterprise Project Management Office (EPMO) standards, tools, templates, and processes, and encompassing the Department’s standards and best practices for MES data governance, data quality controls, Integration file exchange, data model maintenance, and technical and Consultative Support Services,
- 1.1.67. 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).
- 1.1.68. 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.
- 1.1.69. Omni-channel agent – Provides a seamless experience for the Provider no matter which method (voice call, email, web chat, SMS/text, IVR or IVA) they use to interact with the call center. It allows conversation history and context to travel with the customer from channel to channel—allowing agents to provide better, more personalized support.
- 1.1.70. Operational Start Date – When the Department authorizes Contractor to begin fulfilling its obligations under the Contract.
- 1.1.71. Operational Readiness – The general list of activities related to the migration of a Project from DDI to production. The Operational Readiness Criteria identifies whether the Project has met all requirements for the Solution to be considered Production Ready such that the Project is on schedule to migrate to production.
- 1.1.72. Operations and Maintenance – 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.
- 1.1.73. Operations and Maintenance Phase – The period after which a Project has moved from DDI and into production.
- 1.1.74. Operational Readiness Phase – The phase of the Project when the operational readiness criteria identifies whether the Project has met all requirements for the Solution to be considered Production Ready such that the Project is on schedule to migrate to production.
- 1.1.75. Other Personnel – Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.
- 1.1.76. Performance/Stress Testing – Performance testing is a non-functional software testing technique that determines how the stability, speed, scalability, and responsiveness of an

application holds up under a given workload. It includes smoke (technical validation), load (target production load) and stress (overloaded volume) testing of the end-to-end system including batch/ETL jobs.

- 1.1.77. 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.
- 1.1.78. Priority 2 Production Incident – High Issue, defined as or Major Issues, which are defined as (i) for High Issues, vital business operations are 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 and (ii) for Major Issues, vital business operations are impacted, slowed or hampered by a deficiency or Defect affecting a single user.
- 1.1.79. 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.
- 1.1.80. 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.
- 1.1.81. Production Incident – A service disruption that requires a corrective action.
- 1.1.82. Production Ready – After System testing, a System that is free of Critical Issue or High Issue Defects and is ready for Go-Live into the production environment.
- 1.1.83. Project – A Project defines the Work to be completed, as identified in Exhibit B.
- 1.1.84. Project Artifact – Anything the Contractor produces during the performance of the Work.
- 1.1.85. Project Management – The use of specific knowledge, skills, tools, and techniques to deliver something of value to people and the process of leading the work of a team to achieve all Project goals within the given constraints.
- 1.1.86. Project Management Plan (PMP) – A series of formal documents that define the execution and control stages of a project.
- 1.1.87. Project Repository – An archive of all project related documentation, including plans, risk/issue logs, decision logs, meeting minutes, etc., that is accessible by all related project staff.
- 1.1.88. Prosci® – A change management methodology that is a systematic and holistic approach which guides organizations to realize the benefits of their change initiatives and aims at building internal, organizational capabilities to deal swiftly and efficiently with the ever-increasing number of changes.
- 1.1.89. Protected health Information - Any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act

- 1.1.90. Provider – Any health care professional or entity that has been accepted as a provider in the Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
- 1.1.91. Provider Directory – A tool for Members and Providers to select, contact, and make informed decisions when selecting a contracted Medicaid Provider for medical care needs.
- 1.1.92. Quality Assurance (QA) – The process or actions taken so that a product meets all of its requirements. Quality assurance is often used to track compliance and maintain consistent product management output over time.
- 1.1.93. Real Time – The actual time it takes a process to occur; of or relating to computer systems that update information at the same rate they receive information.
- 1.1.94. Requirements Specification – A collection of all requirements that are to be imposed on the design and verification of the product and that also contains other related information necessary for the design, verification, and maintenance of the product.
- 1.1.95. Risk – An uncertain event or condition that, if it occurs, has a positive or negative effect on a Project’s objectives.
- 1.1.96. Root Cause Analysis – A systematic process for identifying “root causes” (the factor that causes a particular situation) of Production Incidents or events as well as an approach for responding to each Production Incident or event.
- 1.1.97. Scheduled Testing Activities – Testing tasks and testing sub-tasks that are included in the MES Master Testing Strategy and Management Plan (including Defect Management), including scheduled testing dates and scheduled testing times for each testing task or testing sub-task.
- 1.1.98. Service Level Agreement – A set of standards that codifies performance expectations between the Contractor and the Department.
- 1.1.99. Service Organization Control Type 2 (SOC 2) – A cybersecurity compliance framework developed by the American Institute of Certified Public Accountants (AICPA). The primary purpose of SOC 2 is to ensure that third-party service providers store and process client data in a secure manner.
- 1.1.100. System Development Lifecycle (SDLC) – A set of Department approved processes that governs planning, creating, testing and deploying new technologies.
- 1.1.101. 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.
- 1.1.102. Stakeholders – A Stakeholder is any person or entity that has an interest or concern in a business or Project, in which all the members or participants are seen as having an interest in its success.
- 1.1.103. Start-Up Period – The period starting on the Effective Date and ending on the Operational Start Date.
- 1.1.104. System(s) – The Integration Platform and the MES Ecosystem.
- 1.1.105. System Testing – Testing technique whose purpose is to confirm that functions within a system are interacting appropriately.

- 1.1.106. 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.
- 1.1.107. Technical Architecture – The design and documentation of a software application. Technical Architecture is a form of Information Technology architecture that is used to design computer systems and that provides a blueprint schematic for developers to use when they are building or modifying a computer system.
- 1.1.108. Technology Vendors – A person or entity who provides or proposes to provide to a customer proprietary information technology goods or services, including software, hardware, products, processes, algorithms, User Interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information.
- 1.1.109. Test Case -- The actions required to verify a specific requirement or set of requirements in software testing. The test case details the steps, data, prerequisites, and postconditions necessary to verify requirements.
- 1.1.110. Testing Environment – The environment where hardware and software components include configuration settings that are necessary to test and validate the application meets design specifications.
- 1.1.111. Testing Phase – The period during which the Contractor conducts testing so that the Project meets applicable specifications.
- 1.1.112. Transition Phase – The process of migrating operations of the system, staff and related processes from the incumbent vendor, with minimum disruption of service.
- 1.1.113. Unit Testing – Testing technique whose purpose is to confirm that a component is validated, and functions as expected within the confines of the specification that it was developed.
- 1.1.114. User(s) – A person who utilizes a computer, network service, or other equipment. A User often has a User account and is identified to the system by a username. Also called End User for the Target User (employee or customer)
- 1.1.115. User Acceptance Testing (UAT) – Testing technique whose purpose is for Department staff and other business testers to validate the solution meets pre-established requirements.
- 1.1.116. 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.
- 1.1.117. Warranty Period – Covers the period before project closure where the development team is responsible for resolving any material Defects discovered after release.
- 1.1.118. Workforce Management (WFM) – The way in which the Contractor will strategically allocate people and resources to meet Provider Call Center SLAs.
- 1.1.119. 508/ADA -- Section 508 of the Rehabilitation Act of 1973. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities.

2. ACRONYMS AND ABBREVIATIONS

- 2.1. The following list is provided to assist the reader in understanding certain acronyms and abbreviations used in this Contract:
 - 2.1.1. ADKAR – Awareness, Desire, Knowledge, Ability, Reinforcement
 - 2.1.2. APD – Advanced Planning Document
 - 2.1.3. API – Application Programming Interface
 - 2.1.4. AWS – Amazon Web Services
 - 2.1.5. BIDM – Business Intelligence Data Management System
 - 2.1.6. CAP – Corrective Action Plan
 - 2.1.7. CEF – CMS Conditions for Enhanced Funding
 - 2.1.8. CFR – Code of Federal Regulations
 - 2.1.9. CHP+ – Child Health Plan Plus
 - 2.1.10. CIPS – Colorado Information Security Policy
 - 2.1.11. CMS – Centers for Medicare and Medicaid Services
 - 2.1.12. COE – Center of Excellence
 - 2.1.13. CORA –Colorado Open Records Act, C.R.S. §24–72–200.1, et. seq.
 - 2.1.14. COTS – Commercial off the Shelf
 - 2.1.15. CR – Certification Review
 - 2.1.16. CRM – Customer Relationship Management
 - 2.1.17. C.R.S. – Colorado Revised Statutes
 - 2.1.18. CRUD – Create, Read, Update and Delete
 - 2.1.19. CTI – Computer Telephony Integration
 - 2.1.20. CPI – Consumer Price Index
 - 2.1.21. CPI-U – CPI for all urban consumers
 - 2.1.22. DDI – Design, Development, and Implementation
 - 2.1.23. DED – Deliverables Expectations Document
 - 2.1.24. EDI – Electronic Data Interchange
 - 2.1.25. EPMO – The Department’s Enterprise Project Management Office
 - 2.1.26. ESI – Enterprise Solution Integration
 - 2.1.27. FFP – Federal Financial Participation
 - 2.1.28. FHIR – Fast Healthcare Interoperability Resources
 - 2.1.29. HIPAA – Health Insurance Portability and Accountability Act of 1996, as amended.
 - 2.1.30. HIT – State Medicaid Health Information Technology
 - 2.1.31. HL7 – Health Level Seven International

- 2.1.32. ICD –Interface Control Document
- 2.1.33. IMS – Integrated Master Schedule
- 2.1.34. ITN – Invitation to Negotiate
- 2.1.35. IVA – Intelligent Virtual Agent
- 2.1.36. IVR – Interactive Voice Response
- 2.1.37. JSON – JavaScript Object Notation
- 2.1.38. KPI – Key Performance Indicators
- 2.1.39. MES – Medicaid Enterprise Solutions
- 2.1.40. MFCU – The Colorado Medicaid Fraud Control Unit in the Colorado Department of Law
- 2.1.41. MMIS – Medicaid Management Information System
- 2.1.42. OCM – Organizational Change Management
- 2.1.43. OIT – Governor’s Office of Information Technology
- 2.1.44. ORR – Operational Readiness Review
- 2.1.45. O&M – Operations and Maintenance / Enhancement
- 2.1.46. PCI – Payment Card Information
- 2.1.47. PHI – Protected Health Information
- 2.1.48. PII – Personally Identifiable Information
- 2.1.49. PMBOK – Project Management Body of Knowledge
- 2.1.50. PMP – Project Management Plan
- 2.1.51. POA&M – Plan of Action & Milestones
- 2.1.52. QMP – Quality Maintenance Payment
- 2.1.53. SaaS – Software as a Service
- 2.1.54. SDLS – System Development Lifecycle
- 2.1.55. SFY – State Fiscal year
- 2.1.56. SLA – Service Level Agreement
- 2.1.57. SMC – Streamlined Modular Certification
- 2.1.58. SME – Subject Matter Expert
- 2.1.59. U.S.C. – United States Code
- 2.1.60. UAT – User Acceptance Testing
- 2.1.61. VARA – Visual Rights Act of 1990

EXHIBIT E, CONTRACTOR'S ADMINISTRATIVE REQUIREMENTS

1. CONTRACTOR'S GENERAL REQUIREMENTS

- 1.1. The Department will contract with only one organization, the Contractor, and will work solely with that organization with respect to all tasks and deliverables to be completed, services to be rendered and performance standards to be met under this Contract.
- 1.2. Contractor may be privy to internal policy discussions, contractual issues, price negotiations, confidential medical information, Department financial information, advance knowledge of legislation and other Confidential Information. In addition to all other confidentiality requirements of the Contract, the Contractor shall also consider and treat any such information as Confidential Information and shall only disclose it in accordance with the terms of the Contract.
- 1.3. The Contractor shall work cooperatively with Department staff and, if applicable, the staff of other State contractors 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. The Contractor shall inform the Department on current trends and issues in the healthcare marketplace and provide information on new technologies in use that may impact the Contractor's responsibilities under this Contract.
- 1.5. The Contractor shall maintain complete and detailed records of all meetings, system development life cycle documents, presentations, project artifacts, and any other interactions or Deliverables related to the Work described in the Contract. The Contractor shall make such records available to the Department upon request throughout the term of the Contract.
- 1.6. 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, the 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 within 10 days following receipt from Contractor, unless the Department and Contractor agree otherwise in writing and may direct Contractor to make changes to the Deliverable but only if and to the extent the Deliverable fails to meet the mutually agreed upon acceptance criteria for that Deliverable contained in Deliverable PM 1.2 Project Management Plan. Contractor shall make all changes within five Business Days following the Department's direction to make the change unless the Department provides a longer period in writing.
- 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 to the extent such changes fail to meet the mutually agreed upon acceptance criteria contained in Deliverable PM 1.2 Project Management Plan.
- 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 based on the mutually agreed upon acceptance criteria contained in Deliverable PM 1.2 Project Management Plan, including all changes directed by the Department to the extent the Deliverable fails to meet such acceptance criteria, the Department will notify Contractor of its acceptance of the Deliverable in writing where such notification shall occur within five days after receipt of the corrected Deliverable. A Deliverable shall not be deemed accepted prior to the Department's notice to Contractor of its acceptance of that Deliverable.
- 1.6.2. Contractor shall employ an internal quality control process so that all Deliverables are complete, accurate and meet the mutually agreed upon acceptance criteria for the Deliverable contained in Deliverable PM 1.2 Project Management Plan easy to understand and as described herein or during the DDI period. 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 the 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.

1.8. Communication with the Department

1.8.1. The Contractor shall enable all Contractor staff to exchange documents and electronic files with the Department staff in formats compatible with the Department's systems. The Department currently uses Microsoft Office 2016 and/or Microsoft Office 365 for PC. If the Contractor uses a compatible program, then all documents or files delivered by the Contractor to the Department shall be completely transferrable and reviewable, without error, on the Department's systems.

1.8.2. The Department will use a transmittal process to provide the Contractor with official direction within the scope of the Contract. The Contractor shall comply with all direction contained within a completed transmittal. For a transmittal to be considered complete, it must include, at a minimum, all of the following:

1.8.2.1. The date the transmittal will be effective.

1.8.2.2. Direction to the Contractor regarding performance under the Contract.

1.8.2.3. A due date or timeline by which the Contractor shall comply with the direction contained in the transmittal.

1.8.2.4. The signature of the Department employee who has been designated to sign transmittals.

1.8.2.4.1. The Department will provide the Contractor with the name of the person it has designated to sign transmittals on behalf of the Department, who will be the Department's primary designee. The Department will also provide the Contractor with a list of backups who may sign a transmittal on behalf of the Department if the primary designee is unavailable. The Department may change any of its designees from time to time by providing notice to the Contractor through a transmittal.

1.8.3. The Department may deliver a completed transmittal to the Contractor in hard copy, as a scanned attachment to an email or through a dedicated communication system, if such a system is available.

- 1.8.3.1. If a transmittal is delivered through a dedicated communication system or other electronic system, then the Department may use an electronic signature to sign that transmittal.
- 1.8.4. If the Contractor receives conflicting transmittals, the Contractor shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, to obtain direction. If the Department does not provide direction otherwise, then the transmittal with the latest effective date shall control.
- 1.8.5. In the event that the Contractor receives direction from the Department outside of the transmittal process, it shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, and have the Department confirm that direction through a transmittal prior to complying with that direction.
- 1.8.6. Transmittals may not be used in place of an amendment, and may not, under any circumstances be used to modify the term of the Contract or any compensation under the Contract. Transmittals are not intended to be the sole means of communication between the Department and the Contractor, and the Department may provide day-to-day communication to the Contractor without using a transmittal.
- 1.8.7. The Contractor shall retain all transmittals for reference and shall provide copies of any received transmittals upon request by the Department.
- 1.9. Start-Up Period
 - 1.9.1 With input from the Department, the Contractor shall complete all of the following during the Start-Up Period:
 - 1.9.1.1 Schedule and facilitate a Kickoff Meeting that includes the following:
 - 1.9.1.1.1. Key Personnel.
 - 1.9.1.1.2. Department Leadership.
 - 1.9.1.1.3. Department Project Team Members.
 - 1.9.1.1.4. Any other relevant and needed persons or organizations.
 - 1.9.1.2. Develop Kickoff Meeting materials and an agenda that contains, at a minimum, the following:
 - 1.9.1.2.1. Initial timelines for starting the Work and creating initial Deliverables.
 - 1.9.1.2.2. Establishment of Communication channels to describe how the Work is to be completed.
 - 1.9.1.2.3. Transmission methods and specific Deliverable templates or requirements.
 - 1.9.1.2.4. Any other item required to initiate and ensure Work is started and completed on time.
 - 1.9.1.3. Prepare Kickoff Meeting Minutes and deliver them to the Department for review and approval.
 - 1.9.1.3.1. DELIVERABLE: Kickoff Meeting Agenda & Materials
 - 1.9.1.3.2. DUE: Within three Business Days before the Kickoff Meeting
- 1.10. Performance Reviews
 - 1.10.1 Department may conduct performance reviews or evaluations of the Contractor in relation to the Work performed under the Contract.

- 1.10.2 The Department may work with the Contractor in the completion of any performance reviews or evaluations or the Department may complete any or all performance reviews or evaluations independently, at the Department's sole discretion.
- 1.10.3 The Contractor shall provide all information necessary for the Department to complete all performance reviews or evaluations, as determined by the Department, upon the Department's request. The Contractor shall provide this information regardless of whether the Department decides to work with the Contractor on any aspect of the performance review or evaluation.
- 1.10.4 The Department may conduct these performance reviews or evaluations at any point during the term of the Contract.
- 1.10.5 The Department may make the results of any performance reviews or evaluations available to the public, or may publicly post the results of any performance reviews or evaluations.
- 1.11. **Renewal Options and Extensions**
 - 1.11.1. The Department may, within its sole discretion, choose to not exercise any renewal option in the Contract for any reason. If the Department chooses to not exercise an option, it may reprocure the performance of the Work in its sole discretion.
 - 1.11.2. The Parties may amend the Contract to extend beyond five years, in accordance with the Colorado Procurement Code and its implementing rules, in the event that the Department determines the extension is necessary to align the Contract with other Department contracts, to address state or federal programmatic or policy changes related to the Contract, or to provide sufficient time to transition the Work.
 - 1.11.3. In the event that the Contract is extended beyond 10 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 most recent average annual percent increase in the Bureau of Labor's Employment Cost Index report, series ID CIU201S000100000A for private industry workers ("ECI for Private Industry Workers") as of the beginning of the applicable Contract extension term.
 - 1.11.4. The limitation on the annual maximum compensation in this Contract shall not include increases made specifically as compensation for additional Work added to the Contract.
- 1.12. **Department System Access**
 - 1.12.1 In the event that the Contractor requires access to any Department computer system to complete the Work, the Contractor shall have and maintain all hardware, software, and interfaces necessary to access the system without requiring any modification to the Department's system. The Contractor shall follow all Department policies, processes, and procedures necessary to gain access to the Department's systems.
 - 1.12.2 The Contractor shall be responsible for any costs associated with obtaining and maintaining access to systems needed to perform the Work under this solicitation, as determined by the Department. The Department will not reimburse the Contractor for any costs associated with obtaining and maintaining access to Department systems.
- 1.13. **Provider Fraud**
 - 1.13.1 Contractor shall notify the Department and the Colorado Medicaid Fraud Control Unit of the Colorado Department of Law (MFCU) if it identifies or suspects possible Provider Fraud as a result of any activities in its performance of this Contract.

- 1.13.2 Upon identification or suspicion of possible Provider Fraud, the Contractor shall complete the Contractor Suspected Fraud Written Notice Form provided by the Department.
 - 1.13.2.1 For each incident of identified or suspected Provider Fraud, Contractor shall provide all of the following, at a minimum:
 - 1.13.2.1.1 Written documentation of the findings.
 - 1.13.2.1.2 Information on any verbal or written reports.
 - 1.13.2.1.3 All details of the findings and concerns, including a chronology of Contractor actions which resulted in the reports, in a format agreed to by the Department.
 - 1.13.2.1.4 Information on the identification of any affected claims that have been discovered.
 - 1.13.2.1.5 Any claims data associated with its report (in a mutually agreed upon format, if possible).
 - 1.13.2.1.6 Any additional information as required by the Department.
 - 1.13.3 For each incident of identified or suspected Provider Fraud, Contractor shall deliver the completed Contractor Suspected Fraud Written Notice Form to the Department and the MFCU.
 - 1.13.3.1 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 the Contractor Suspected Fraud Written Notice Form as requested by the Department or the MFCU.
 - 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 or the MFCU's request, unless the Department or MFCU provides for a different period in its request.
- 1.14. Member Fraud
 - 1.14.1. Contractor shall notify the Department if it identifies or suspects possible Member Fraud as a result of any activities in its performance of this Contract.
 - 1.14.2. Upon identification or suspicion of possible Member Fraud, the Contractor shall complete the Contractor Suspected Fraud Written Notice Form provided by the Department.
 - 1.14.2.1. For each incident of identified or suspected Member Fraud, Contractor shall provide all of the following, at a minimum:
 - 1.14.2.1.1. All verbal and written reports related to the suspected fraud.
 - 1.14.2.1.2. 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.
 - 1.14.2.1.3. Information on the identification of any affected claims that have been discovered.
 - 1.14.2.1.4. Any claims data associated with its report in a format agreed to by the Department.
 - 1.14.2.1.5. Any additional information as required by the Department.
 - 1.14.3. For each incident of identified or suspected Member Fraud, Contractor shall deliver the completed Contractor Suspected Fraud Written Notice Form to the Department at

report.clientfraud@state.co.us, or at such other email address as provided by the Department from time to time.

- 1.14.3.1. DELIVERABLE: Completed Contractor Suspected Fraud Written Notice Form
- 1.14.3.2. DUE: Within three Business Days following the initial discovery of the Fraud or suspected Fraud
- 1.14.4. Contractor shall revise or provide additional information related to the Contractor Suspected Fraud Written Notice Form as requested by the Department.
- 1.14.4.1. DELIVERABLE: Contractor Suspected Fraud Written Notice Revisions and Additional Information
- 1.14.4.2. DUE: Within three Business Days following the Department's request, unless the Department provides for a different period in its request.

2. CONTRACTOR PERSONNEL

2.1. Personnel Availability

- 2.1.1. Contractor 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 written notice from the Department via email.
- 2.1.2. Contractor's Key Personnel and Other Personnel shall be available for all regularly scheduled meetings between Contractor and the Department, unless the Department has granted prior written approval otherwise.
- 2.1.3. All Key Personnel and Other Personnel that attend meetings between the Department and Contractor shall have the authority to represent and commit Contractor regarding work planning, problem resolution and program development.
- 2.1.4. At the Department's direction, the Contractor shall make its Key Personnel and Other Personnel available to attend meetings as subject matter experts with stakeholders both within the State government and external private stakeholders.
- 2.1.5. All of Contractor's Key Personnel and Other Personnel that attend any meeting with the Department or other Department stakeholders shall 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.
- 2.1.6. The Contractor shall respond to all telephone calls, voicemails, and emails from the Department within two Business Days of receipt by the Contractor.

2.2. Key Personnel

- 2.2.1. The Contractor shall identify and provide resumes for proposed Key Personnel who will be available to perform Work under the Contract. Any substitutions shall be approved by the Department prior to their assignment to perform Work under the Contract.
- 2.2.2. The Contractor shall obtain Department review and approval of the Resource Management Plan and materials and any subsequent updates.

- 2.2.3. The Contractor shall adhere to the approved Resource Management Plan, so that Key Personnel roles are always filled. Key Personnel shall not be removed or replaced by Contractor for use on other projects, without Department consent.
- 2.2.4. The Contractor shall notify the Department of all changes in Key Personnel roles via Transmittal no later than 30 days prior to the planned change.
- 2.2.5. The Contractor shall provide sufficient, qualified and appropriately trained staff to meet all requirements of the Contract.
- 2.2.6. The Contractor shall provide resumes to the Department for approval of all Key Personnel roles, for any changes to Key Personnel during the contract term. The Department reserves the right to approve/deny Key Personnel assigned to the Contract.
- 2.2.7. The Contractor shall notify the Department of a vacancy in any of the listed Key Personnel positions within 48 hours of notice.
- 2.2.8. The Contractor shall fill any vacant Key Personnel role position within 60 days of the vacancy.
- 2.2.9. For vacancies that are difficult to fill or that require a unique skill set, the Contractor shall request approval from the Department for any extension and provide a plan for filling the position.
- 2.2.10. The Contractor shall provide documentation in response to a Department audit, within 10 business days, to confirm that all project positions are filled with staff adequate for their project role, based on the experience, skills, location, and other requirements that are normal and customary in the industry for a provider call center.
- 2.2.11. The Contractor shall provide evidence of completed background security checks through submission of results of background checks for all Vendor staff prior to assignment, as required by the Department.
- 2.2.12. The Contractor shall make specific Staff, who are not located in Denver, CO available during the Department's business hours of 8:00 a.m. to 5:00 p.m. MT for key meetings and/or special events (e.g., operational cutover) at no additional cost to the Department. Efforts will be made to communicate the specific resources required one to two days in advance of the meeting or event.
- 2.2.13. The Contractor shall receive approval from the Department for all subcontractor contracts.
- 2.2.14. The Contractor shall act as the single point of contact for the Department with the Vendor's Subcontractors for the services under the Contract.
- 2.2.15. The Contractor shall obtain Department approval for all Subcontractors engaged after award of the Contract using an agreed-upon approval process.
- 2.2.16. For staff roles that are designated to be on-site or local, they shall be located in the city of Denver, CO.
- 2.2.17. For staff roles that are not designated to be on-site or local, they shall be located within the United States and United States Territories.
- 2.2.18. The Key Personnel named shall, at minimum, possess the following qualifications:

- 2.2.18.1. At least five years of experience in the particular named service (e.g., account management, compliance management, systems management) preferably within in the health care industry
- 2.2.18.2. Demonstrated experience and knowledge of industry standard and best practices regarding large-scale and enterprise-level projects
- 2.2.18.3. Specific practical experience in their submitted area of expertise
- 2.2.18.4. At least three years of experience in performing similar services on complex systems-based modern technology or operational systems
- 2.2.18.5. Preferred experience in health care related concepts
- 2.2.19. All Key Personnel shall be approved prior to their assignment to perform Work under the Contract. Key Personnel shall be accessible to key Department personnel at all times. Key Personnel will be evaluated yearly. The Key Personnel would be preferred to be located in the State of Colorado.
- 2.2.20. The Contractor's project management staff are responsible for managing the enhancements as projects, following Department approved methodologies, reporting on project performance, and prioritizing enhancements according to Department priorities. Enhancements are defined as system customization and configuration requiring full SDLC methods.
- 2.2.21. The Department has identified a list of key job duties that are required throughout the various Project Phases over the Contract term. These job duties shall be performed by Key Personnel, but can be shared amongst Key Personnel roles (i.e., does not necessarily require separate people) where practical and allowed.
- 2.2.22. Account Manager
 - 2.2.22.1. The Contractor shall designate an Account Manager for all phases of the contract, starting upon Contract effective date. This position's responsibilities include:
 - 2.2.22.1.1. Serving as Contractor's primary point of contact for the Department.
 - 2.2.22.1.2. 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.
 - 2.2.22.1.3. Overseeing all other Key Personnel and Other Personnel and ensuring proper staffing levels throughout the term of the Contract.
- 2.2.23. Contact Center Manager
 - 2.2.23.1. The Contractor shall designate a Contact Center Manager for all phases of the contract, starting upon Contract effective date. This position responsibilities include:
 - 2.2.23.1.1. Serving as the primary point for escalation on the operations of the Call Center
 - 2.2.23.1.2. Management of the call center staff and staff on-boarding and off-boarding
 - 2.2.23.1.3. Ensuring the procedures and process for hand over between vendors is followed.
 - 2.2.23.1.4. Responsible for all reporting needs as per the contract
- 2.2.24. Contractor shall not allow for any individual to fill more than one of the roles defined as Key Personnel.

2.3. Other Personnel Responsibilities

- 2.3.1. Contractor shall use its discretion to determine the number of Other Personnel necessary to perform the Work in accordance with the requirements of this Contract. If Contractor determines that, as a result of a corrective action plan it needs additional staff to meet the requirements of this Contract, then Contractor shall provide those staff at no additional cost to the Department.
- 2.3.2. Contractor shall ensure that all Other Personnel have sufficient training and experience to complete all portions of the Work assigned to them. Contractor shall provide all necessary training to its Other Personnel, except for State-provided training specifically described in this Contract.
- 2.3.3. Contractor shall update Knowledge Base Content to address changes to any other system that impacts the accuracy of the Knowledge Base Content, where the updates shall be based on, and limited by, the extent of the information provided by the Department or other MES Contractor to Contractor. When there is a change, the Department, or another MES Contractor at the Department's direction, will notify Contractor of the change as well as describe to Contractor the change made to the other system in sufficient detail to permit Contractor to update the Knowledge Base Content, whereupon Contractor shall update the Knowledge Base Content.
- 2.3.4. Contractor may subcontract to complete a portion of the Work required by the Contract. The conditions for using a Subcontractor or Subcontractors are as follows:
 - 2.3.4.1. Contractor shall not subcontract more than 40% of the Work.
 - 2.3.4.2. Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the Department.
 - 2.3.4.2.1. DELIVERABLE: Name of each Subcontractor and items on which each Subcontractor will work
 - 2.3.4.2.2. DUE: The later of 30 days prior to the Subcontractor beginning work or the Effective Date
- 2.3.5. The Contractor shall obtain prior consent and written approval for any use of Subcontractors.

3. INFORMATION TECHNOLOGY RELATED REQUIREMENTS

3.1. Colorado Information Security Policy (CISP) Compliance

- 3.1.1. Contractor shall assess its compliance with the CISPs applicable for the Solution being provided by the Contractor, in effect at the time of the assessment, issued by the Governor's Office of Information Technology ("OIT") posted at www.oit.state.co.us/about/policies under Information Security.
- 3.1.2. For the purposes of reviewing and assessing compliance with the CISPs, the Contractor shall consider itself to be both the Information Technology Service Provider (ITSP) and Business Owner.
- 3.1.3. Contractor shall deliver to the State the signed CISP Attestation, on a form provided by the Department, indicating that Contractor has assessed its compliance with the CISPs and has developed a plan to correct, in a timely manner, any security vulnerabilities identified during the assessment.
 - 3.1.3.1. DELIVERABLE: CISP Attestation

- 3.1.3.2. DUE: Within 30 Business Days after the Effective Date
- 3.1.4. Contractor shall assess its compliance with the CISPs on an annual basis and deliver to the State the signed CISP Attestation, on a form provided by the Department.
 - 3.1.4.1. DELIVERABLE: Annual CISP Attestation
 - 3.1.4.2. DUE: Annually, by June 30th of each year
- 3.1.5. In the event Subcontractors are used, 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.
- 3.1.6. Health and Human Services HIPAA Security Rule Risk Assessments
 - 3.1.6.1. 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.
 - 3.1.6.1.1. DELIVERABLE: Initial HHS Attestation
 - 3.1.6.1.2. DUE: Within 30 Business Days after the Effective Date
 - 3.1.7. 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.
 - 3.1.7.1.1. DELIVERABLE: Annual HHS Attestation
 - 3.1.7.1.2. DUE DATE: Annually, by June 30th of each year
 - 3.1.7.2. 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.
 - 3.1.8. Contractor shall perform background checks on all of its respective employees and agents performing services or having access to State Records provided under this Contract. Contractor shall perform a background check on any employee if the Contractor becomes aware of any reason to question the employability of an existing employee. Contractor shall require all Subcontractors to meet the standards of this requirement.
 - 3.1.8.1. Contractor shall deliver to the State the signed Background Check Attestation, on a form provided by the Department, indicating that background checks have been completed on employees participating in operations related to this Contract.
 - 3.1.8.1.1. DELIVERABLE: Background Check Attestation
 - 3.1.8.1.2. DUE: Within 30 Business Days of the Effective Date

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EXHIBIT F, 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 OptumInsight, Inc.	Original Contract Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount	Option Contract Number Insert CMS number or Other Contract Number of this Option
Initial Term	Contract Performance Beginning Date The later of the Effective Date or Month Day, Year
State Fiscal Year 20xx \$0.00	
Extension Terms	Current Contract Expiration Date Month Day, Year
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	

1. Options

- A. Option to extend for an Extension Term based on the Contract rates calculated in accordance with Exhibit C, as referenced in Section 2.C of this Contract or, if extended beyond 10 years, then based on the Contract rates calculated in accordance with Exhibit E, Section 1.11.3.
- B. Option to change the quantity of Goods under the Contract.
- C. Option to change the quantity of Services under the Contract.

2. Required Provisions

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- C. **For use with 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.

STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director <hr/> By: Kim Bimestefer, Executive Director Date: _____	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. STATE CONTROLLER Robert Jaros, CPA, MBA, JD <hr/> By: Jerrod Cotosman, Controller, Department of Health Care Policy and Financing Option Effective Date: _____
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EXHIBIT G, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

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

2. FFATA AND UNIFORM GUIDANCE REQUIREMENTS

2.1. Definitions.

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

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

- 2.1.1.1.1. Awards may be in the form of:

- 2.1.1.1.1.1. Grants;

- 2.1.1.1.1.2. Contracts;

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

- 2.1.1.1.1.4. Loans;

- 2.1.1.1.1.5. Loan Guarantees;

- 2.1.1.1.1.6. Subsidies;

- 2.1.1.1.1.7. Insurance;

- 2.1.1.1.1.8. Food commodities;

- 2.1.1.1.1.9. Direct appropriations;

- 2.1.1.1.1.10. Assessed and voluntary contributions; and

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

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

- 2.1.1.1.2. Award does not include:

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

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

- 2.1.1.1.2.3. Any award classified for security purposes; or

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

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

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

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

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

2.2. Compliance.

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

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

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

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

2.4. Total Compensation.

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

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

2.4.1.2. In the preceding fiscal year, Contractor received:

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

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

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

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

2.5. Reporting.

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

2.6. Effective Date and Dollar Threshold for Reporting.

2.6.0. 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.

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

2.7. Subrecipient Reporting Requirements.

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

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

2.7.1.1.1. Subrecipient DUNS Number;

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

2.7.1.1.3. Subrecipient Parent DUNS Number;

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

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

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

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

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

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

2.8. Procurement Standards.

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

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

2.9. Access to Records

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

2.10. Single Audit Requirements

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

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

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

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

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

2.11. Contract Provisions for Subrecipient Contracts

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

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

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

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

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

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

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

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

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

2.12. Certifications.

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

2.13. Exemptions.

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

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

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

2.14. Event of Default.

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

3. NONDISCRIMINATION UNDER FEDERAL AND STATE AUTHORITY

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

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

- 3.2. The Contractor also shall comply with any and all laws and regulations prohibiting discrimination in the specific program(s) which is/are the subject of this Contract. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, the Contractor makes the following assurances, upon which the State relies.
- 3.2.1. The Contractor shall not discriminate against any person on the basis of race, color, ethnic or national origin, ancestry, age, sex, gender, sexual orientation, gender identity and expression, religion, creed, political beliefs, or disability, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions, in performance of Work under this Contract
- 3.2.2. At all times during the performance of this Contract, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor.
- 3.2.3. All websites and web content must meet Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards, as issued by the World Wide Web Consortium.
- 3.3. Procurement Provisions

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

4. FEDERAL FINANCIAL PARTICIPATION RELATED INTELLECTUAL PROPERTY OWNERSHIP

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

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

EXHIBIT H, PII CERTIFICATION

STATE OF COLORADO

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

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

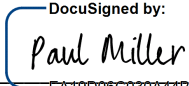
Signature:  _____
Printed Name: EA19D06C030A44B Paul Miller
Title: VP Finance
Date: 6/25/2024 | 10:06 EDT

EXHIBIT I, INFORMATION TECHNOLOGY PROVISIONS

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

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 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") to the extent applicable to Contractor's scope of work, 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>.

To the extent that Contractor is not able to comply with applicable OIT policies, including, without limitation, those policies where a public cloud provider is not able to comply with one or more such policies, Contractor shall identify those policies where compliance is not possible (the "Inapplicable OIT Policies") and shall not be required to assess its compliance against those Inapplicable OIT Policies. If there is an alternative information standard or methodology that is available in lieu of the Inapplicable OIT Policy(ies), Contractor shall propose what alternative information standard or methodology, if any, may be available (the "Alternative Standard"). In all cases, Contractor's assessment shall be made based on the OIT Policies applicable for the Solution being provided by the Contractor in effect at the time of the assessment, exclusive of any Inapplicable OIT Policies, and any Alternative Standards.

- 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 subject to the State's compliance with any procedural requirements from any of the cloud service providers to obtain such access.
- E. Contractor shall perform current background checks in a form reasonably acceptable to the State on all of its respective employees and agents performing services or having access to State Records provided under this Contract, including any Subcontractors or the employees of Subcontractors. A background check performed within one year prior to the date such employee or agent begins performance or

obtains access to State Records shall be deemed to be current and shall do so on an annual basis thereafter.

- 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. The State, in its sole discretion, may securely deliver State Records directly to the facility or facilities where such data is used to perform the Work, with the understanding that the Work leverages one or more cloud-based Solutions. Contractor may not maintain or forward these State Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the State. Contractor may not maintain State Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of OIS.
- B. Contractor shall not allow remote access to State Records from outside the United States, including access by Contractor's employees or agents, without the prior express written consent of OIS. Contractor shall communicate any request regarding non-U.S. access to State Records to the Security and Compliance Representative for the State. The State shall have sole discretion to grant or deny any such request.
- C. Upon request by the State made any time prior to 60 days following the termination of this Contract for any reason, whether or not the Contract is expiring or terminating, Contractor shall make available to the State a complete download file of all State data.
 - i. This download file shall be made available to the State within 10 Business Days of the State's request, shall be encrypted and appropriately authenticated, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format, with the exception of recorded calls in so far as Contractor is required to maintain them for a period of time following Contract termination or expiration. The download file will contain

information such as the call flow, IVR messaging, training, documentation, knowledge base information and project requirement gathering details.

- 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.

3. DELIVERY AND ACCEPTANCE

- A. Contractor shall provide and maintain a quality assurance system acceptable to the State for any Work or Deliverables under this Contract and shall provide to the State only such Work or Deliverables that have been inspected and found to conform to the specifications identified in this Contract.
- B. Contractor's delivery of any Work or Deliverables to the State shall constitute certification that such Work or Deliverable has been determined to conform to the applicable specifications, and Contractor shall make records of such quality assurance available to the State upon request during the term of the Contract or at any time within three years following expiration or termination of the Contract.
- C. For any Work or Deliverables other than the purchase or license of commercially available goods or software, acceptance of the Work or Deliverable shall require affirmative written communication from the State to the Contractor that such Work or Deliverable has been accepted by the State. Such communication shall be provided within the time period from the delivery of the Work or Deliverable set forth in this Contract and shall not be unreasonably delayed or withheld. Acceptance by the State shall be final, except in cases of Contractor's failure to conduct proper quality assurance, latent defects that could not reasonably have been detected upon delivery, or Contractor's gross negligence or willful misconduct.

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 similar function designed to interfere with or damage the normal operation of Information Technology resources. Contractor's warranties under this section shall apply to any defects or material nonconformities discovered within 90 days following delivery of any Work or Deliverable.
- B. Upon notice during the warranty term of any material 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 material 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 a daily pro-rated portion of all amounts paid for such Work or Deliverable, as well as pay to the State any additional amounts reasonably necessary for the State to procure alternative goods or services of substantially equivalent capability, function, and performance after the State exercises its duty to mitigate such amounts.
- C. Any Work or Deliverable delivered to the State as a remedy under this section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work or Deliverable. The duration of the warranty for any replacement or corrected Work or Deliverable shall run from the date of the corrected or replacement Work or Deliverable.

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> to the extent applicable to the Contractor's Solution and subject to the same limitations as are set forth with respect to the CISPs mentioned elsewhere in this Contract.
 - ii. All information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable based on the classification of the data relevant to Contractor's performance under the Contract. Such obligations may arise from:
 - a. Health Information Portability and Accountability Act (HIPAA)
 - b. IRS Publication 1075
 - c. Payment Card Industry Data Security Standard (PCI-DSS)
 - d. FBI Criminal Justice Information Service Security Addendum
 - e. CMS Minimum Acceptable Risk Standards for Exchanges
 - f. Electronic Information Exchange Security Requirements and Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration

- B. Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to Contractor's performance under the Contract.
- C. Contractor shall allow the State reasonable access and shall provide the State with information reasonably required to assess Contractor's compliance. Such access and information shall include an annual SOC2 Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability of Contractor's privacy/security control environment, as described in Exhibit B, Section 10.
- D. To the extent Contractor controls or maintains information systems used in connection with State Records, Contractor will provide OIS with the results of those security assessment reports available from Contractor's cloud-based suppliers that apply to the data centers used by such providers to host the State Records. To the extent such cloud-based providers remediate any vulnerabilities identified through those reports, Contractor shall make available such remediation to the cloud hosted environments used by Contractor in support of its work for the Department. .

6. TRANSITION OF SERVICES

Upon request by the State prior to expiration or earlier termination of this Contract or any Services provided in this Contract, Contractor shall provide reasonable and necessary assistance to accomplish a complete transition of the Services from Contractor to the State or any replacement provider designated solely by the State without any interruption of or adverse impact on the Services. Contractor shall cooperate fully with the State or any successor provider and shall promptly take all steps required to assist in effecting a complete transition of the Services designated by the State. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services in this Contract.

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

Contract (“Overuse”) and (ii) the State would have been or is then required to purchase additional maintenance and/or services (“Maintenance”), Contractor shall provide 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.

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EXHIBIT J, STATE APPROVED LICENSE AGREEMENTS

The license agreements included as Appendices to this Exhibit J shall apply during the term of this Contract except to the extent any of the provisions set forth in those license agreements conflict with applicable provisions of Colorado law.

EXHIBIT K, PROVIDER CALL CENTER REQUIREMENTS AND SLAS

The General, Technical and Functional Requirements, along with the agreed upon SLAs are included as an Appendices to this Exhibit K. Please refer to the last ten pages of the contract.

APPENDIX A, AWS COMMERCIAL CLOUD SERVICE PROVIDER (CSP) LICENSE TERMS

The following license terms (the "AWS CSP License Terms") shall apply to any access and use by the State to the AWS Hosted Environment and NICE Hosted Services, as defined below, in which Contractor's Optum One Assist call center application (the "Optum Call Center Application") is hosted during the term of the Contract.

1. DEFINITIONS

For purposes of these AWS CSP License Terms, the following definitions shall apply:

- 1.1. "AWS Hosted Environment" shall mean the secure infrastructure, technology and operating environment in the AWS Commercial Cloud provided by Contractor through Contractor's supplier, NICE Systems, Inc. ("NICE") for the Optum Call Center Application and for hosting the State's Data.
- 1.2. "Hosted Services" means collectively the services provided by NICE in securing the AWS Hosted Environment and enabling the State's access and use of the Optum subscription based Optum Call Center Application and associated services during the term of the Contract.

2. LICENSE

- A. During each annual period (or prorated portion of an annual period) during the Operations and Maintenance phase of the Contract while this Contract remains in effect (the "Subscription Term"), Contractor grants to the State a non-exclusive, non-transferable license to access and use the Hosted Services and read only access to the Contractor Call Center Application for the State to have up to the number of users for whom the State has paid Contractor a license fee for the applicable month the ability to access the AWS Hosted Environment and the Hosted Services solely with respect to Contractor's Call Center Application provisioned by Contractor in the AWS Hosted Environment.
- 2.1. No title or ownership in the AWS Hosted Environment or the Hosted Services is transferred to State by virtue of this Appendix A. The Hosted Services and all modifications, enhancements, improvements, adaptations, translations and derivative works thereof and any other intellectual property rights therein are owned or licensed for distribution by Contractor or Contractor's supplier. The Hosted Services contain material that is protected by United States copyright law and trade secret law. All rights not expressly granted to the State herein are reserved to Contractor or Contractor's supplier.

3. RESTRICTIONS ON ACCESS AND USE OF THE HOSTED SERVICES.

- A. Access to and use of the Hosted Services by the State will be considered authorized use under the Hosted Services provided such use is in accordance with this Appendix A. Except as otherwise permitted under this Contract, including any exhibit or Appendix attached thereto, the State shall not: (a) lease, loan, rent, sell, resell, license, sublicense,

transfer, assign, distribute, or make the Hosted Services, or any part thereof, available to any third party, or otherwise use the Hosted Services on a service bureau basis; (b) modify or create any derivative product, service or work based upon the Hosted Services; (c) create any Internet “links” to the Software or Hosted Services without the prior written authorization of Contractor or “frame” or “mirror” any content of Hosted Services on any other server or wireless or Internet-based device; (d) reverse engineer the Contractor Call Center Application or Hosted Services or (e) use the facilities or capabilities of the Hosted Services to conduct any illegal activity, solicit the performance of any illegal activity, or knowingly engage in any other activity which infringes upon the rights of NICE or any third party.

4. SUSPENSION OR TERMINATION BY NICE OF THE HOSTED SERVICES

- A. NICE may suspend, disable, or cancel the State’s access to the Hosted Services subject to the following terms:
- 4.1.1. NICE may suspend the Hosted Services if NICE has a good-faith reason to believe that the State is using the Hosted Services in a manner that is causing immediate and ongoing harm to NICE or to a third party, including actions that violate applicable laws. If NICE becomes aware of such actions, it will immediately notify Contractor and in turn, Contractor shall notify the State of the activity, and either allow a reasonable opportunity for the State to cease the activity immediately or if NICE is unable to do so, NICE may suspend the State’s access to the Hosted Services; provided, however, that such suspension shall apply only the minimum necessary portion of the Hosted Services as is reasonably necessary to address the issue giving rise to the suspension and such suspension shall be in effect only for as long as is reasonably necessary to reduce the risk of material harm. Notwithstanding the foregoing, NICE may suspend the State’s access to the Hosted Services without notice if it determines that immediate action is warranted to prevent any harm to NICE, the Hosted Services, or any third party. NICE will have no liability for suspension of the Hosted Services with or without notice in accordance with this Section 4.1, provided that any such determination was reasonable and made in good-faith.
- 4.1.2. Notwithstanding anything to the contrary contained in this Section 4.1, in the event if NICE has a reasonable, good-faith reason to believe that the State is using the Hosted Services in a manner that presents a substantial likelihood of causing material harm to NICE or to a third party, and such harm has not yet occurred and is capable of cure without causing immediate harm or on going harm to NICE or to a third party, NICE, will immediately notify Contractor who, in turn shall notify the State of the activity, and provide the State with a reasonable amount of time to cease or cure the activity which period shall in no event be fewer than thirty (30) days or such other period agreed to by the parties in writing. In the event the State is unable to cure the condition within such period, NICE may suspend only the minimum necessary portion of the Hosted Services as is reasonably necessary to address the issue giving rise to the suspension and such suspension shall be in effect only for as long as is reasonably necessary to reduce the risk of material harm to the Hosted Services.

5. RESUMPTION OF THE HOSTED SERVICES.

The State's resumption of access to the Hosted Services following suspension by NICE for the reasons set forth in Section 4.1 above shall not extend the then-current Subscription Term except where NICE's exercise of the suspension right is made in bad faith or where the basis for the suspension is unfounded. The State may be subject to a reconnection fee and applicable retraining fees and must pay all fees prior to such resumption.

6. EFFECT OF TERMINATION

Upon termination of the license granted above or the termination or expiration of the Subscription Term: (a) all licenses and rights granted hereunder shall immediately terminate and the State shall have no right to continue to access or use the Hosted Services.

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APPENDIX B, SALESFORCE CLOUD SERVICE PROVIDER (CSP) LICENSE TERMS

The following license terms (the “SalesForce CSP License Terms”) shall apply to any access and use by the State to the AWS Hosted Environment and Salesforce Hosted Services, as defined below, in which the Customer Relationship Manager (CRM) component of Contractor’s Optum One Assist call center application (the "Optum CRM Application") is hosted during the term of the Contract.

1. DEFINITIONS

For purposes of these Salesforce CSP License Terms, the following definitions shall apply:

- A. “AWS Hosted Environment” shall mean the secure infrastructure, technology and operating environment in the AWS Commercial Cloud provided by Contractor through Contractor’s supplier, Salesforce, Inc. (“SFDC”) for the CRM Application and for hosting the State’s Data.
- 1.1. “Hosted Services” means collectively the subscription services provided by SFDC in securing the AWS Hosted Environment and enabling the State’s access and use of the SFDC subscription and the subscription based Optum CRM Application and associated services during the term of the Contract.

2. LICENSE

- A. During each annual period (or prorated portion of an annual period) during the Operations and Maintenance phase of the Contract while this Contract remains in effect (the “Subscription Term”), Contractor grants to the State a non-exclusive, non-transferable license to access and use the Hosted Services and read only access to the SFDC subscription for the State to have up to the number of users for whom the State has paid Contractor a license fee for the applicable month the ability to access the AWS Hosted Environment and the Hosted Services solely with respect to Contractor’s CRM Application provisioned by Contractor in the AWS Hosted Environment.
- 2.1. No title or ownership in the AWS Hosted Environment or the Hosted Services is transferred to State by virtue of this Appendix B. The Hosted Services and all modifications, enhancements, improvements, adaptations, translations and derivative works thereof and any other intellectual property rights therein are owned or licensed for distribution by Contractor or Contractor’s supplier. The Hosted Services contain material that is protected by United States copyright law and trade secret law. All rights not expressly granted to the State herein are reserved to Contractor or Contractor’s supplier.

3. RESTRICTIONS ON ACCESS AND USE OF THE HOSTED SERVICES.

- A. Access to and use of the Hosted Services by the State will be considered authorized use under the Hosted Services provided such use is in accordance with this Appendix B. Except as otherwise permitted under this Contract, including any exhibit or Appendix attached thereto, the State shall not: (a) lease, loan, rent, sell, resell, license, sublicense, transfer, assign, distribute, or make the Hosted Services, or any part thereof, available

to any third party, or otherwise use the Hosted Services on a service bureau basis; (b) modify or create any derivative product, service or work based upon the Hosted Services; (c) create any Internet “links” to the Software or Hosted Services without the prior written authorization of Contractor or “frame” or “mirror” any content of Hosted Services on any other server or wireless or Internet-based device; (d) reverse engineer the Contractor CRM Application or Hosted Services or (e) use the facilities or capabilities of the Hosted Services to conduct any illegal activity, solicit the performance of any illegal activity, or knowingly engage in any other activity which infringes upon the rights of SFDC or any third party.

4. SUSPENSION OR TERMINATION BY SFDC OF THE HOSTED SERVICES

A. SFDC may suspend, disable, or cancel the State’s access to the Hosted Services subject to the following terms:

4.1.1. SFDC may suspend the Hosted Services if SFDC has a good-faith reason to believe that the State is using the Hosted Services in a manner that is causing immediate and ongoing harm to SFDC or to a third party, including actions that violate applicable laws. If SFDC becomes aware of such actions, it will immediately notify Contractor and in turn, Contractor shall notify the State of the activity, and either allow a reasonable opportunity for the State to cease the activity immediately or if SFDC is unable to do so, SFDC may suspend the State’s access to the Hosted Services; provided, however, that such suspension shall apply only the minimum necessary portion of the Hosted Services as is reasonably necessary to address the issue giving rise to the suspension and such suspension shall be in effect only for as long as is reasonably necessary to reduce the risk of material harm. Notwithstanding the foregoing, SFDC may suspend the State’s access to the Hosted Services without notice if it determines that immediate action is warranted to prevent any harm to SFDC, the Hosted Services, or any third party. SFDC will have no liability for suspension of the Hosted Services with or without notice in accordance with this Section 4.1, provided that any such determination was reasonable and made in good faith.

4.1.2. Notwithstanding anything to the contrary contained in this Section 4.1, in the event if SFDC has a reasonable, good-faith reason to believe that the State is using the Hosted Services in a manner that presents a substantial likelihood of causing material harm to SFDC or to a third party, and such harm has not yet occurred and is capable of cure without causing immediate harm or on going harm to SFDC or to a third party, SFDC, will immediately notify Contractor who, in turn shall notify the State of the activity, and provide the State with a reasonable amount of time to cease or cure the activity which period shall in no event be fewer than thirty (30) days or such other period agreed to by the parties in writing. In the event the State is unable to cure the condition within such period, SFDC may suspend only the minimum necessary portion of the Hosted Services as is reasonably necessary to address the issue giving rise to the suspension and such suspension shall be in effect only for as long as is reasonably necessary to reduce the risk of material harm to the Hosted Services.

5. RESUMPTION OF THE HOSTED SERVICES.

The State's resumption of access to the Hosted Services following suspension by SFDC for the reasons set forth in Section 4.1 above shall not extend the then-current Subscription Term except where SFDC's exercise of the suspension right is made in bad faith or where the basis for the suspension is unfounded. The State may be subject to a reconnection fee and applicable retraining fees and must pay all fees prior to such resumption.

6. EFFECT OF TERMINATION

Upon termination of the license granted above or the termination or expiration of the Subscription Term: (a) all licenses and rights granted hereunder shall immediately terminate and the State shall have no right to continue to access or use the Hosted Services.

Exhibit K PROVIDER CALL CENTER REQUIREMENTS AND SLAs

Requirement ID	Requirement
GEN.1 Regulatory Compliance: Compliance with federal (CMS, HIPAA, CFR, MITA), State, and industry rules, laws and standards.	
GEN.1-1	The Contractor shall maintain an infrastructure to ensure the System meets federal and State regulatory requirements, which also includes the architectural, technical, security and privacy requirements, as well as business and functional requirements, as defined in the Contract.
GEN.1-2	The Contractor shall document and demonstrate at least annually that the Provider Call Center System meets federal and State regulatory requirements, where such requirements consist of compliance with FedRAMP, HIPAA and SOC 2 Type 2 trust criteria of Security, Availability, Processing Integrity and Confidentiality. Such documentation and demonstration shall be fulfilled by obtaining a confidential copy from Contractor's applicable hosting provider's then current SOC 2 Type 2 report prior to Go Live and annually thereafter. Such SOC 2 Type 2 report from the applicable hosting provider will have been prepared by an independent third party. If there are gaps in the reporting period and data expiration, a bridge letter is issued.
GEN.2 Security and Privacy - Safeguarding data and protection of Member identity.	
GEN.2-1	<p>The Contractor shall maintain responsibility to provide detailed security and privacy control implementation and status information for the following control families as they relate to the Provider Call Center:</p> <ul style="list-style-type: none"> - Access Control - Awareness and Training - Audit and Accountability - Assessment, Authorization, and Monitoring - Configuration Management - Contingency Planning - Identification and Authentication - Incident Response - Maintenance - Media Protection - Physical and Environmental Protection - Planning - Program Management - Personnel Security - PII Processing and Transparency - Risk Assessment - System and Services Acquisition - System and Communications Protection - System and Information Integrity - Supply Chain Risk Management

Exhibit K PROVIDER CALL CENTER REQUIREMENTS AND SLAs

Requirement ID	Requirement
GEN.2-2	The Contractor shall maintain core PCC capabilities so any user designated by the Department has a secure, role-based, single-sign-on user access, as defined in the Contract.
GEN.2-3	The Contractor shall apply all security patches to any operating system and software in a timely manner in accordance with an organizational assessment of risk, where timeliness shall be measured by the patch release cycle followed by Contractor's cloud provider.
GEN.2-4	The Contractor shall maintain core PCC capabilities so that Contractor's system administrators can authorize PCC system access to users designated by the Department to have access to information/data based on defined user roles. Access requests shall be based upon a procedure developed between the Department and Contractor where Department input shall include information about modules from other MES Contractors of the Department.
GEN.2-5	The Contractor shall maintain core PCC capabilities to provide a module for authorized PCC System users of Contractor's telephony and CRM solutions to edit, create, and implement role-based and group-based security at the individual data field for all authorized users.
GEN.2-6	The Contractor shall maintain core PCC capabilities to provide privacy/litigation controls to indicate who has access to provider data contained within provider/member records based upon authorized user roles and consistent with HIPAA and litigation hold requirements communicated by the Department to Contractor.
GEN.3 Audit Trail - The auditing of system/user actions, including tracking, reporting, and maintenance of an audit trail for provider, claims, and reference	
GEN.3-1	The Contractor shall maintain core PCC capabilities to track all users accessing the PCC System and maintain records of the information the user viewed to the extent available via log in and log out reports or in recordings of screens viewed by the call center agent.
GEN.3-2	The Contractor shall offer audit capabilities so all changes and actions made to the CRM System fields are recorded, including an audit trail of the user who made the update. Users are not permitted to make changes to the data fields in the telephony platform.
GEN.3-3	The Contractor shall offer audit capabilities so audit trails use human readable content with code use or abbreviations that are defined to describe the actions.
GEN.4 Data Retention - Length of time the Contractor must maintain and make data available in real time vs. archived.	
GEN.4-1	The Contractor shall maintain core PCC capabilities to support management reports and analysis in accordance with an approved Operations and Maintenance Plan.
GEN.4-2	The Contractor shall maintain responsibility to maintain all current historical provider electronic records for the term set forth in the Contract.
GEN.4-3	The Contractor shall maintain responsibility to keep all records involving matters of litigation for the agreed-upon time period.

Exhibit K PROVIDER CALL CENTER REQUIREMENTS AND SLAs

Requirement ID	Requirement
GEN.4-4	The Contractor shall retain all original paper submitted by providers until human readable electronic media is available, as described in the approved Operations and Maintenance Plan.
GEN.4-5	The Contractor shall maintain core PCC capabilities to ensure data maintained by the System is correctly and routinely purged, archived, and protected from destruction according to procedures defined in the approved Operations and Maintenance Plan.
GEN.4-6	The Contractor shall maintain the core PCC so it can retain and archive media as specified in the approved Operations and Maintenance Plan.
GEN.4-7	The Contractor shall maintain core PCC capabilities so it provides online access to documents and files for a configurable time parameter, as defined the in the approved Operations and Maintenance Plan.
GEN.5 Workflow Management - Ensures the right information is collected before moving to the next screen(s).	
GEN.5-1	The Contractor shall maintain core PCC capabilities so the workflow engine provides the ability to create workflows that route and assign cases to the appropriate staff, including other vendors, state staff, stakeholders and other MES Contractors as designated by the Department.
GEN.5-2	The Contractor shall maintain core PCC capabilities in order for the workflow engine to provide an automatic real time update process as tasks are completed.
GEN.5-3	The Contractor shall maintain core PCC capabilities so the workflow engine provides authorized System users the ability to monitor, intervene in, and resolve rules based action or unexpected failures in coordination with the Department and other MES Contractors of the Department.
GEN.5-4	The Contractor shall maintain or improve core PCC capabilities to provide real time reporting on the number of cases, their status, number of days outstanding and other critical metrics to monitor the workflow and make adjustments as necessary to ensure efficient processing and resolution of case in coordination with the Department and other MES Contractors of the Department.
GEN.6 Data Management: The management, security, configuration, integrity, validity, naming, structure, and accessibility/availability of data within the	
GEN.6-1	The Contractor shall maintain core PCC capabilities for secure and reliable data exchanges across all internal and external systems.
GEN.6-2	The Contractor shall maintain core PCC capabilities to accommodate data changes for State, federal, and administrative and clinical data structures/elements as detailed in the approved Change Management Plan.
GEN.6-3	The Contractor shall maintain core PCC capabilities to provide access to business processes for all authorized System users and business partners.
GEN.6-4	The Contractor shall provide and maintain documentation for all structured data in the PCC System (the database).

Exhibit K PROVIDER CALL CENTER REQUIREMENTS AND SLAs

Requirement ID	Requirement
GEN.6-5	The Contractor shall maintain core PCC capabilities for role-based authorized System user profiles to allow direct data entry into the System.
GEN.6-6	The Contractor shall maintain core PCC and any supporting services so data management operations and practices: <ul style="list-style-type: none"> - Meet HIPAA, HITECH, ARRA and other federal and State privacy and security requirements as they currently exist and be Configurable to assist in meeting future requirements. - Ensure security, accuracy, and timeliness of data interfaces.
GEN.6-7	The Contractor shall maintain responsibility for the following: <ul style="list-style-type: none"> - Data Confidentiality - prevent disclosure to unauthorized persons or systems. - Data Integrity - data cannot be modified undetectably. - Data Availability - access is not inappropriately blocked or denied. - Data Authenticity - validation of transactions. - Data Security - encryption and Department approved security protocols and processes. - Non-repudiation of Data - parties to a transaction cannot deny their participation in the transaction; in all cases with respect to the PCC System.
GEN.7 System Performance: Ensuring the availability of the system and minimizing unscheduled downtime.	
GEN.7-1	The Contractor shall maintain core PCC capabilities to support use of tools that deliver asynchronous communication, and timely alerts and notifications, as defined in the Operations and Maintenance Plan.
GEN.7-2	The Contractor shall maintain core PCC capabilities so that unscheduled downtime (defined as any time the user cannot access the System or carry out business functions other than during periods of scheduled maintenance) due to any failure is limited, where "limited" is defined as less than 0.5% of the total monthly system availability. Failures include: <ul style="list-style-type: none"> - Delays or interruptions in the operation of System and related services caused by inadequate equipment or processing capacity. - Components not available for use by authorized System users as required except during periods of scheduled maintenance. - Dashboard reporting not available for use at all times except during periods of scheduled downtime. - Authorized System users unable to create, process or store reports.
GEN.7-3	The Contractor shall communicate information to Providers through call center agents and IVR based on information from the Contractor's data integration layer, and the information shall be one-hundred percent (100%) accurate and consistent. Where "accurate" and "consistent" is defined as where the information from the interface from the source system at the time it is transmitted to the Contractor's Provider Call Center platform is identical in format and substance to the same information captured in Contractor's Provider Call Center platform.

Requirement ID	Requirement
TECH.6 Provider CRM Software- Maintain and operate a CRM for provider call center support to identify, track, and capture call center activity and callers.	
TECH.1-1	The Contractor shall maintain a Customer Relationship Management (CRM) system that organizes, automates, and synchronizes customer service and technical support.
TECH.1-2	The Contractor shall maintain core PCC capabilities for a centralized call center and help desk database to create, edit, sort, and filter tickets (electronic records of calls made to the call center) and help desk categories that can be accessed and utilized by the Department for provider and member tracking and management.
TECH.1-3	The Contractor shall maintain or improve core PCC capabilities for the Interactive Voice Response (IVR) function to provide callers with menu options to reach the appropriate prerecorded information or a live operator.
TECH.1-4	The Contractor shall implement up to three (3) integrations between PCC systems and MES systems.

Requirement ID	Category	Requirement
PC.1	CRM	The Contractor shall provide and support Provider Customer Relationship Management (CRM) software licenses that can be expanded to be utilized by the number of Department designated users, as defined in the Contract, so that the Department's contact with Providers can be noted in the same system as the Contractor, which will allow communications with providers to be more efficient.
PC.2	CRM	The Contractor's telephony platform shall have native integration with the CRM solution.
PC.3	CRM	The Contractor's telephony platform shall have native integration with the CRM solution.
PC.4	CRM	The Contractor shall provide CRM categories that can be accessed and utilized by the Department for provider tracking and management.
PC.5	DDI	The Contractor shall implement a secure, cloud-based, omnichannel call center that responds dynamically to callers, providing accurate answers quickly and has Artificial Intelligence (AI) capabilities.
PC.6	DDI	The Contractor's solution shall maintain FedRAMP authorizations that are at least at the moderate impact levels and should be compliant with MARS-E standards.
PC.7	DDI	The Contractor's solution shall support multiple languages, at a minimum English and Spanish.
PC.8	DDI	The Contractor's solution shall support co-browsing.
PC.9	DDI	The Contractor's solution shall have features, enabled by Automated Intelligent such as Virtual queue, Scheduled callbacks, hold choices, caller authentication, virtual assistant and continual tuning.
PC.10	DDI	The Contractor's solution shall offer feedback management post call surveys, as well as a full array of feedback management including multichannel engagement via voice, chat, SMS, or email consistent with applicable laws and regulations.
PC.11	DDI	The Contractor solution shall include Voicemail for after-hours for up to ten (10) users, including voicemail collection, as well as for up to ten (10) users who need direct lines and voicemail during normal business hours.
PC.12	DDI	The Contractor's solution shall include Quality Management module, including voice and screen recording as well as quality programming and tracking.
PC.13	DDI	The Contractor shall provide a dedicated inbound email address for providers to use as part of the Customer Service Center.
PC.14	DDI	The Contractor shall maintain and staff a Provider communications/relations function including, but not limited to, toll-free lines, and email communications.
PC.15	DDI	The Contractor shall provide for Interactive Voice Response (IVR) and a message or information to the provider about hold/wait time. The IVR shall automatically answer Provider inquiry calls 24 x 7, except for Department-approved and scheduled Maintenance downtime. Providers shall have the ability to make unlimited calls into the IVR, or to the call center, for assistance.
PC.17	KM	The Contractor shall provide call-center, web knowledge based forum and other support to Call Center agents and Department users, as defined in the Contract, including Colorado MES modules and Provider enrollment support.

Requirement ID	Category	Requirement
PC.18	O&M	The Contractor shall provide and maintain an Interactive Voice Response (IVR) function that provides callers with straightforward menu options to reach the appropriate prerecorded information or a live operator.
PC.19	O&M	The Contractor shall staff a Call Center from 8:00 am to 5:00 pm MT, Monday through Friday, with the exception of Colorado State holidays, and for Department approved pre-scheduled training.
PC.20	O&M	The Contractor shall provide the ability to do a 'Warm Hand-Off' via telephone between the different Department MES Contractors.
PC.21	O&M	The Contractor's solution shall support proactive outbound communication as described in the approved Operations and Maintenance Plan. The Contractor shall proactively reach out via the caller's preferred communication channel found in the CRM or script for calls that cannot be resolved within one (1) business day that are not dependent upon work done by other MES Contractors of the Department.
PC.22	O&M	The Contractor shall ensure that 100% of calls will be recorded and stored for the duration, as set forth in the Contract. Call recordings shall be securely destroyed once the Contract expires or is terminated.
PC.23	O&M	The Contractor shall allow for Department designated users set forth in the Contract with point of contact direct access to Call Center real time dashboards and Reporting tools.
PC.24	O&M	The Contractor CRM module shall include an online provider complaint tracking, escalation and resolution capability that is accessible by Department MES Contractors and includes a process to produce routine summary reporting about trends and other data, as defined in the Provider Inquiry Escalation Plan.
PC.25	O&M	The Contractor shall support calls that originate from a Provider or Submitter for non-core functions such as CCM, EDI, TPL, EVV (edits) and e-Consult, as defined in the Operations and Maintenance Plan.
PC.26	O&M	The Contractor shall support incoming calls on topics such as Claims, Member Eligibility and Provider Enrollment.
PC.27	O&M	The Contractor shall create a process, with approval from the Department, to transfer providers to field rep staff that need assistance that cannot be resolved within a timely manner on the phone.
PC.28	O&M	The Contractor shall make outbound calls when the first call resolution does not result in closure of the inquiry, as defined in the Provider Inquiry Escalation Plan via their preferred communication channel.
PC.29	Report	The Contractor shall provide weekly call center reports on telephonic communications with providers that includes calls answered, length of calls, queue time, hold time, and abandoned calls.
PC.30	Report	The Contractor shall provide the Department with weekly and monthly reports on all methods of inquiries (inbound call, live chat, email), the nature of the inquiries, and the timeliness of responses to inquiries for the Provider Call Center.
PC.31	Report	The Contractor shall provide a centralized call center database or reporting capability that creates, edits, sorts, and filters tickets or electronic records of calls made to the call center categories that can be accessed and utilized by the Department for provider tracking and management for up to the contractually designated number of users.

Requirement ID	Category	Requirement
PC.32	Report	<p>The Contractor shall provide weekly and monthly Provider Call Center reports on communications, as defined in the Operations and Maintenance Plan, including:</p> <ul style="list-style-type: none"> -number of calls, chats, and emails answered -nature of call/inquiry -timeliness of responses to inquiries -length of calls -hold time -Average Speed of Answer (ASA) -number of abandoned calls
PC.33	Workforce	<p>The Contractor shall provide the appropriate technical or operational support based on call issue, and provide the appropriate staff to answer PCC-related question(s).</p>
PC.34	Workforce	<p>The Contractor shall ensure all Provider Call Center staff are trained in billing procedures, current Colorado Medical Assistance Program policy, and multi-channel etiquette, as defined in the Operations and Maintenance Plan.</p>
PC.35	Workforce	<p>The Contractor's solution should have a Workforce management module to perform tasks such as call recording, call volume forecasting, real time actual vs. forecast dashboards for analysis, and setting schedules based on anticipated call volumes to provide optimal staffing levels and service level.</p>
PC.36	Workforce	<p>The Contractor's solution shall offer simulated training.</p>
PC.37	O&M	<p>The Contractor shall create a process, with approval from the Department, to transfer Providers to Department authorized users that need assistance that cannot be resolved within a timely manner on the phone where "timely" is defined in the approved Operations and Maintenance Plan.</p>
PC.38	O&M	<p>The Contractor shall provide dedicated phone line for the supervisory staff, these phone line shall be different from the main toll free number and have the capability for out bound dialing as well.</p>

Requirement ID	QMP (Y/N)	SLA Requirement Description	% for QMP
SLA.1 SLAs and Performance Management - Reporting and monitoring performance standards during life of the contract.			
SLA.01	N	No mission critical services (Priority 1 as described in an approved Business Continuity and Disaster Recovery Plan) were interrupted during the month.	
SLA.02	N	All core services that are required to be maintained with limited service disruption (Priority 2 as described in an approved Business Continuity and Disaster Recovery Plan) are recovered within eight (8) hours following the event that resulted in those services being unavailable.	
SLA.03	N	The overall product is operational with no major impact on the Department's business operation and a reasonable workaround is available (Priority 3 as defined in the approved Business Continuity and Disaster Recovery Plan) and the system is fully recovered within one business day.	
SLA.04	N	Systems and data required for moderately critical agency services and IT functions where damage to government operations, staff, and citizens would be significant but not serious (Priority 4 as described in an approved Business Continuity and Disaster Recovery Plan) are all recovered within five (5) Business Days following any event that results in those services being unavailable.	
SLA.05	N	Systems and data required for less critical support systems (Priority 5 as described in an approved Business Continuity and Disaster Recovery Plan) are all recovered on timeframe as mutually agreed upon by the Department and Contractor.	
SLA.06	N	The alternative site or sites or instance described in an approved Business Continuity and Disaster Recovery Plan are fully operational within five (5) Business Days of the Department's agreement to shift from the primary business location or instance after having become inoperable during the month.	
SLA.07	N	Conduct Business Continuity and Disaster Recovery Testing of the Provider Call Center solution prior to the Go Live date of the solution and annually thereafter and provide those testing results described in the Business Continuity and Disaster Recovery Plan for review and acceptance by the Department both initially and annually thereafter during the term of the Contract.	
SLA.08	Y	<p>The Average Speed to Answer (ASA), post IVR treatments, while the caller is waiting for an agent to physically connect with them for all calls to the call center shall not exceed an average of one (1) minute during each month. The ASA shall be defined as the wait time before a caller starts talking to an agent and includes the amount of time callers wait in a queue and while the agent's phone rings. ASA does not include the time it takes for callers to navigate through the Interactive Voice Response (IVR) System. An "Answer" shall be defined as a live agent talking to a caller, and not as a machine communicating with a caller.</p> <p>The QMP shall be calculated as a percentage of the total number of weeks in each month. Each week in a four-week month is valued at 25% of the QMP for that month. Each week in a five-week month is valued at 20% of the QMP for that month. The number of weeks in a month is determined as any week in which the majority of business days falls within a given month.</p>	25%
SLA.09	Y	<p>Less than or equal to five percent (5%) of total calls to the call center received during each business month were abandoned, where calls abandoned within ten (10) seconds of being placed in queue with an agent shall be excluded from this SLA. Contractor may earn QMP weekly, but the Department will pay any earned QMP monthly. QMP shall be reduced for any week(s) in which Contractor fails to meet or exceed the performance standard, as follows:</p> <p>The QMP shall be calculated as a percentage of the total number of weeks in each month. Each week in a four-week month is valued at 25% of the QMP for that month. Each week in a five-week month is valued at 20% of the QMP for that month. The number of weeks in a month is determined as any week in which the majority of business days falls within a given month.</p>	20%
SLA.10	Y	<p>The maximum wait time in the call center queue, post-IVR treatments, shall not exceed ten (10) minutes for more than five (5) calls received in a business week and no calls in a week shall exceed a maximum delay of over twenty (20) minutes. For purposes of this SLA, such ten (10) and twenty (20) minute periods shall measure only the time in queue for an agent and shall not include any time spent by the caller navigating through the IVR system.</p> <p>The QMP shall be calculated as a percentage of the total number of weeks in each month. Each week in a four-week month is valued at 25% of the QMP for that month. Each week in a five-week month is valued at 20% of the QMP for that month. The number of weeks in a month is determined as any week in which the majority of business days falls within a given month.</p>	20%

Requirement ID	QMP (Y/N)	SLA Requirement Description	% for QMP
SLA.11	Y	Ten (10) calls per call center agent, received during each business month, are screened for quality control purposes, and ninety percent (90%) of screened calls receive a quality score of ninety-five percent (95%) or higher. The Department will determine what criteria shall be used to measure for quality score, and defined in the approved Operations and Maintenance Plan. Any call subject to quality control shall be based upon a mutually agreed upon set of quality criteria where there shall be a minimum of twenty (20) questions whose answers shall be used to calculate the quality score.	15%
SLA.12	Y	For inquiries to the call center, where Contractor has the full ability to triage the inquiry that can not be closed or resolved upon the initial call, ninety percent (90%) are resolved or closed within five (5) Business Days, and one hundred percent (100%) of all inquiries shall be resolved or closed within thirty (30) Business Days, unless a Department resolution is required. A call is considered "closed" or "resolved" if Contractor has provided a response or taken other action that is responsive to the caller's request. Calls which are not resolved or closed because they are pending other MES Contractor's actions, as set forth in the approved Provider Inquiry Escalation Plan, shall be excluded from this SLA measurement.	15%
SLA.13	N	The Contractor shall provide documentation for investigations, evaluation, public records requests, and subpoenas no later than the date provided within the formal request, which date shall be at least five (5) business days from Contractor's receipt of the written request unless the nature and/or quantity of information requested makes a five (5) business day response time unreasonable to meet. In the latter event, Contractor shall notify the Department of the date by which Contractor can provide its official response and in such event, meeting this SLA shall be measured by the date quoted by Optum. In all events, Optum shall be deemed to have met this SLA with respect to any request for which Optum is waiting for clarifications and/or additional information from the Department, the requestor or another MES Contractor of the Department. This time period shall begin on the first Business Day following the day the Department notifies the Contractor of the formal request. The response date shall be the date the official response is sent to the Department by the Contractor.	
SLA.14	N	Deliver Monthly Contract Management Plan reports (i.e., the Monthly Contract Report defined in this Contract) to the Department using a mutually agreed upon format, within seven (7) business days following the close of the calendar month during Maintenance and Operations, along with a root cause analysis to the extent possible within such time frame and, if applicable, a corrective action plan to the extent possible or shortly thereafter.	
SLA.15	N	For turnover in Key Personnel and staff, fill all vacancies within sixty (60) business days, provided that replacements for only Key Personnel, as defined in this Contract, shall be subject to Department approval. The sixty (60) day period shall pause from the time the Contractor sends the resume to the time the resume receives Department response to replace the applicable Key Personnel.	
SLA.16	N	Contractor shall submit all subcontractor contracts to the Department for approval no later than thirty (30) business days of the planned start date for the subcontractor, subject to pricing being redacted from such subcontractor subcontract.	
SLA.17	Y	All unscheduled Provider Call Center System downtime is reported to the Department within thirty (30) minutes of when the incident begins. Reports shall be provided to the Department during the Department's normal business hours even if the incident arises outside of such normal business hours. In the latter case, the report shall be provided to the Department within thirty (30) minutes following the commencement of the immediately following, next business day.	5%