

STATE OF COLORADO CONTRACT

COVER PAGE

State Agency Department of Health Care Policy and Financing	Contract Number 25-192079
Contractor Sandata Technologies, LLC c/o HHAeXchange	Contract Performance Beginning Date The later of the Effective Date or May 1, 2025
Contract Maximum Amount Initial Term State Fiscal Year 2025 \$723,001.77 State Fiscal Year 2026 \$2,400,007.08 Extension Terms State Fiscal Year 2027 \$2,400,007.08 State Fiscal Year 2028 \$2,400,007.08 State Fiscal Year 2029 \$2,400,007.08 State Fiscal Year 2030 \$1,800,005.31 Total for All State Fiscal Years \$12,123,035.40	Initial Contract Expiration Date June 30, 2026 Contract Authority Authority to enter into this Contract exists in C.R.S. §25.5-1-101, <i>et seq.</i> , C.R.S.
The purpose of this contract is to ensure the continued operations and maintenance of Colorado's Electronic Visit Verification (EVV) system. The EVV system is a critical tool for verifying and documenting in-home and community-based services provided to Medicaid recipients. By tracking key details such as the time, location, and type of services delivered, the system helps improve accountability, prevent fraud, and ensures that individuals receive the care they need. This contract supports the effective, compliant operation of the EVV system, ensuring it meets state and federal standards while facilitating seamless service delivery for Colorado's Medicaid beneficiaries. The 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 – Information Technology Provisions 9. Exhibit I – PII Certification 10. Exhibit J – EVV System Requirements and SLAs <p>In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. Exhibit A, HIPAA Business Associates Addendum 2. Exhibit G, Federal Provisions 3. Colorado Special Provisions in §18 of the main body of this Contract 4. Exhibit H, Information Technology Provisions 5. The provisions of the other sections of the main body of this Contract 6. Exhibit B, Statement of Work 7. Exhibit J, EVV Requirements and SLAs 8. Exhibit D, Terminology 9. Exhibit E, Contractor's Administrative Requirements 10. Exhibit C, Rates 11. Exhibit I, 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: Brian Portewig, SVP Client Success Sandata Technologies/HHAeXchange 130 West 42nd Street, 2nd Floor New York, NY 10036 acao@sandata.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.

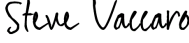
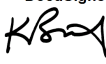


<p>CONTRACTOR Sandata Technologies, LLC c/o HHAeXchange</p> <p>DocuSigned by:  50A53350D59B4EA... Steve Vaccaro, President</p> <p>Date: 04/25/2025 04:51 PDT</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p>DocuSigned by:  0B6A84797EA8493... By: _____</p> <p>Date: 04/25/2025 09:18 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:  4FA2697962DD462... By: _____</p> <p>Eric Panoushek Contracts Supervisor</p> <p>Date: 04/29/2025 11:16 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:  BDAE702786CB84E6... By: _____</p> <p>Robert Jaros or Controller Delegate</p> <p>Effective Date: 04/30/2025 07:46 MDT</p>

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1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State’s Option

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

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§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 §11.

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Breach of Contract"** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **"Business Day"** means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1), C.R.S.
- C. **"Chief Procurement Officer"** means the individual to whom the Executive Director has delegated his or her authority, pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the State.
- D. **"Contract"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- E. **"Contract Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- F. **"Contractor Pre-Existing Material"** means material, code, methodology, concepts, process, systems, technique, trade or service marks, copyrights, or other intellectual property

developed, licensed or otherwise acquired by Contractor prior to the Effective Date of this Contract and independent of any services rendered under any other contract with the State.

- G. **“Colorado Open Records Act (CORA)”** means §24-72-200.1, *et seq.*, C.R.S.
- H. **“Criminal Justice Information (CJI)”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- I. **“Deliverable”** means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor’s Work that is intended to be delivered to the State by Contractor.
- J. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.
- K. **“End of Term Extension”** means the time period defined in **§2.D**
- L. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- M. **“Extension Term”** means the time period defined in **§2.C**
- N. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- O. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §24-37.5-401, *et seq.*, C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- P. **“Initial Term”** means the time period defined in **§2.B**
- Q. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- R. **“Payment Card Information (PCI)”** means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by state or federal law.
- S. **“Personal Health Information (PHI)”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present, or future physical or mental condition of an individual; the

provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

- T. **“Personally Identifiable Information (PII)”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, *et seq.*, C.R.S.
- U. **“Services”** means the services to be performed by Contractor as set forth in this Contract and shall include any services to be rendered by Contractor in connection with the Goods.
- V. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- W. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- X. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Y. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- Z. **“Subcontractor”** means any third party engaged by Contractor to aid in performance of the Work.
- AA. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to, all information defined as federal tax information in Internal Revenue Service Publication 1075.
- BB. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- CC. **“Work Product”** means the tangible and intangible results of the Work, whether finished or

unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

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

ii. Interest

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

that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

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

6. REPORTING - NOTIFICATION

A. Reserved

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision-making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 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.

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

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with **§15** and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform

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

D. SOC 1 Type II Annual Report

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

7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

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

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan agreed to by the Parties that includes at a minimum, the root cause, mitigation steps and steps taken to avoid the same incident in the future, at no additional cost to the State. If Contractor cannot produce its analysis and plan within the allotted time, or if the plan produced by the Contractor does not remediate the incident, the Contractor and the State shall collaborate to determine the scope of such analysis, to direct the performance of such analysis, and to produce a remediation plan. Alternately, the parties may select a mutually agreed-upon third party to perform such analysis and produce a remediation plan provided that such plan shall be agreed upon by the parties prior to the implementation of any element of such plan. Contractor shall reimburse the State solely for the cost agreed upon by the parties in advance and in writing prior to the commencement of such analysis and the production of the remediation plan.

E. Data Protection and Handling

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

F. Safeguarding PII

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

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract. For the avoidance of doubt, the sale and marketing of Contractor's homecare, IDD and MCO solutions in the state of Colorado shall not be considered a conflict of interest.

C. Disclosure to the State

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

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

10. INSURANCE

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

A. Workers' Compensation

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

B. General Liability

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

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

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned

autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

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

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

E. Professional Liability Insurance

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

- i. \$1,000,000 each 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

In no event shall Contractor's liability exceed the greater of (i) amounts due from the state in the twelve (12) month period immediately preceding the event giving rise to such claim, or (ii) 1,000,000.00, whichever is greater. In no event shall the Contractor be liable for lost profits or any special, consequential, exemplary, punitive, incidental, or indirect damages or costs (including legal fees and expenses) Notwithstanding anything to the contrary herein, Contractor may use insurance relating to the claim at issue to offset its own liability to another party; provided that the amount offset shall not lessen the amount that the other party is entitled to receive pursuant to this Section.

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. Claims or damages arising out of bodily injury, including death, or damage to tangible property of the State; or
- C. Claims or damages resulting from the recklessness, bad faith, or intentional misconduct of Contractor or its Subcontractors

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 60 days after the delivery of written notice unless the parties agree to a longer time, the Party may exercise any of the remedies as described in §13 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period

and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

13. REMEDIES

A. State's Remedies

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

i. Termination for Breach of Contract

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

a. Obligations and Rights

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

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

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

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §12 and the dispute resolution process in §14 shall have all remedies available at law and equity.

14. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

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

15. NOTICES AND REPRESENTATIVES

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

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) 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. The Parties intend the Work Product to be works 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 pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: (i) entered into as exhibits to this Contract; (ii) obtained by the State from the applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

D. Licensed Services

From time to time, the State may license from Contractor any of the services, related software programs, related content, and documentation described in a Statement of Work (the

“Licensed Services”). With regard to any such items of Licensed Services described in a SOW, Contractor grants to the State a limited, non-exclusive, non-transferable, worldwide license, during the term specified in the SOW, to access and use the Licensed Services. All proprietary rights in all intellectual property contained in the Licensed Services that are owned or developed by CONTRACTOR, and any Updates thereto to such intellectual property, will be and remain the property of CONTRACTOR.

For the avoidance of doubt, with respect to intellectual property, as CONTRACTOR is providing its SAAS-based solution it delivers to its customers, the system and all of the software being provided IS CONTRACTOR’S INTELLECTUAL PROPERTY AND IS USED IN MULTIPLE PROGRAMS. Accordingly, CONTRACTOR shall retain ownership over such property and is granting THE STATE a license for use during the term of the SOW.

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 the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations

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

T. Indemnification

i. General Indemnification

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

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified

Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

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

iv. Accessibility Indemnification

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

U. Accessibility

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

V. Additional Provisions

- i. Contractor shall comply with all requirements shown Exhibit A and Exhibit G. Contractor shall also comply with all IT provisions contained in Exhibit H.

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. PROJECT SPECIFIC STATEMENT OF WORK

- 1.1. The Contractor shall continue to support the Commercial off the Shelf (COTS) Electronic Visit Verification (EVV) system that collects six points of data for the purpose of verifying services delivered in the home for Personal Care Services (PCS) and Home Health Care Services (HHCS) as required by the 21st Century Cures Act. The six points of data captured are: (1) the type of service performed; (2) the individual receiving the service; (3) the date of the service; (4) the location of service delivery; (5) the individual providing the service; and (6) the time the service begins and ends. The COTS tool provides three primary modes of EVV entry: Telephonic Visit Verification (TVV), Mobile Visit Verification (MVV), and portal entry. Verified visits are sent from COTS to the interChange (iC) from COTS Data Aggregator daily. The iC processes claims and matches the claims to the verified visits and prior authorizations. Data from the EVV Data Aggregator and the iC is sent to the Business Intelligence Data Management (BIDM) system for reporting.
- 1.2. The Contractor shall maintain existing integration and functionality with the current EVV solution.
- 1.3. The Contractor shall adhere to the agreed upon interface establishment and maintenance as it pertains to the interoperability of data as referenced in Exhibit J, Gen.9-1.

2. CONTRACT STAGES AND PROJECT PHASES

- 2.1. Contract Stages
 - 2.1.1. Transition Phase
 - 2.1.1.1. The Contractor shall maintain operations of the EVV with minimum disruption to services.
 - 2.1.2. Operations and Maintenance (O&M) Phase
 - 2.1.2.1. The Contractor shall support ongoing O&M of the EVV and implement enhancements as directed by the Department.

3. REQUIREMENT COMPLIANCE

- 3.1. The Contractor shall adhere to all requirements as stated in Exhibit B and the requirements in Exhibit J.
- 3.2. General Administrative Requirement
 - 3.2.1. The Contractor shall manage all aspects of the Contract that affect:
 - 3.2.1.1. Cost
 - 3.2.1.2. Schedule
 - 3.2.1.3. Performance
 - 3.2.1.4. Scope
 - 3.2.1.5. Quality
 - 3.2.1.6. Risk
 - 3.2.1.7. Issues

- 3.2.1.8. Change Control
- 3.2.1.9. Applicable Resources
- 3.2.2. 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.
- 3.2.3. The Contractor shall utilize approved 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).
- 3.2.4. Each Plan, Document, or other Deliverable or Work Component shall contain: the Contractor's tasks, State's 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.
- 3.2.5. The Contractor shall communicate directly and in a transparent manner with the Department during the Term of this Contract.
- 3.2.6. The Contractor shall meet or exceed the Service Level Agreements (SLAs) identified in Exhibit J, Tab J.2 that is attached to this Contract upon completion of the transition period unless Exhibit J, expressly sets forth a contrary duration.
- 3.2.7. 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.
- 3.3. General Requirements for Meetings
 - 3.3.1. The Contractor shall create and submit to the Department for Review and approval:
 - 3.3.1.1. The processes the Contractor will use to maintain Meeting Minutes.
 - 3.3.1.2. The processes the Contractor will use to maintain Meeting Records.
 - 3.3.1.3. Any other documents related to the scheduled meetings.
 - 3.3.2. The Contractor shall create and deliver all meeting Agendas to the Department and all other meeting attendees at least one Business Day before each meeting is scheduled to begin.
 - 3.3.2.1. DELIVERABLE: Meeting Agendas (DEL CM 1.0)
 - 3.3.2.2. DUE: At least one Business Day before each meeting is scheduled to begin.
 - 3.3.3. The Contractor shall take Meeting Minutes and store the Meeting Records for all meetings the Contractor has with the Department or the Department's Medicaid Enterprise Solution (MES) Vendors in the SharePoint repository.
 - 3.3.3.1. DELIVERABLE: Meeting Minutes (DEL CM 1.1)
 - 3.3.3.2. DUE: No later than three Business Days after the meeting
- 3.4. Meeting Management
 - 3.4.1. As requested by the Department, the contractor and the Department shall meet as needed to satisfy Work Requirements

- 3.4.2. Meetings shall be conducted either in person or virtually, as approved in advance by the Department. The Department may request key meetings to be conducted in person, providing advance notice to the Contractor for planning.
- 3.4.3. The Contractor shall authorize staff who attend the Meetings to represent and make decisions based on their scope/responsibility on behalf of the Contractor with respect to Project Issues such as work planning, problem resolution, and program development.
- 3.4.4. The Contractor shall attend, facilitate, and participate, at the request of the Department in status meetings with the Department, MES Vendors, or any combination thereof.

4. CONTRACT MANAGEMENT

4.1. Weekly Reporting

- 4.1.1. Contractor shall develop, support and provide Weekly Status Reports on the status of Operations & Maintenance activities to allow both the Contractor and the Department to assess performance.
- 4.1.2. Contractor shall provide written Weekly Status Reports with content approved by the Department. Weekly Status Reports shall include the status of schedule (as applicable), performance (quality/scope/technical/operations), risks/issues/opportunities, staffing, and other pertinent metrics related to Operations & Maintenance of the EVV Solution.
- 4.1.3. Contractor shall submit the Weekly Status Report to the Department no later than Friday, close of business each week.
 - 4.1.3.1. DELIVERABLE: Weekly Status Report (DEL CM 1.3)
 - 4.1.3.2. DUE: Weekly, no later than Friday at 5:00 p.m. Mountain Standard Time or Mountain Daylight Time, as applicable

4.2. Monthly Contract Management Report

- 4.2.1. Contractor shall develop and submit to the Department a Monthly Contract Management Report that includes the following as applicable:
- 4.2.2. 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.
- 4.2.3. Assessment of performance standards for the previous month and identification and description of all performance standards that were not met.
- 4.2.4. A summary of Contractor activities and key performance indicators, for the month and cumulative to the fiscal year end.
- 4.2.5. Overview of labor hours planned, and actual labor hours spent on work activities for enhancement work.
- 4.2.6. The Dispute Process trigger mechanism (to submit an item for resolution via the dispute process via letter, email, phone).
- 4.2.7. Other activities necessary for the Department to monitor Contractor activities.
 - 4.2.7.1. DELIVERABLE: Monthly Contract Management Report (Del CM 1.2)
 - 4.2.7.2. DUE: Monthly, no later than at 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.

4.3. Business Process Improvement Plan

- 4.3.1. 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.
- 4.3.2. The Business Process Improvement Plan shall include, but is not limited to the following:
 - 4.3.2.1. Business improvement objectives and action plans for the upcoming year, which shall be mapped back to Department-defined strategic goals.
 - 4.3.2.2. A defined methodology and approach for baselining current state, planning and executing improvements and measuring improvements to Department-defined strategic goals and business objectives.
 - 4.3.2.3. An outline of all major activities, projects, and training planned for the upcoming year, and description of the measurable outcome each item is expected to achieve.
 - 4.3.2.4. A defined approach and commitment to work cooperatively with all Department staff and MES Contractors to contribute to the success of the contract.
 - 4.3.2.5. Recommendations in any area in which the Contractor believes improvements within the Colorado MES Ecosystem can be made based on industry standards, best practices, cost efficiencies, new technologies, trends, and issues in the national private and public sector healthcare marketplace.
 - 4.3.2.6. A summary of lessons learned and process improvements, which shall also include process improvement recommendations for the upcoming year.
 - 4.3.2.7. An evaluation template or scorecard to measure progress and quantifiable improvements against previously approved business objectives throughout the year related to the Department's strategic goals, business objectives, and other activities defined within the Business Process Improvement Plan.
 - 4.3.2.8. A complete list of Risks and Issues that could negatively impact the success of achieving business objectives defined in the Business Process Improvement Plan, which shall also include the Contractor's recommended approach to mitigate and resolve all documented Risks and Issues.
 - 4.3.2.9. High-level cost, schedule, and resource estimates for all Contractor recommendations documented within the Business Process Improvement Plan.
 - 4.3.2.10. The Business Process Improvement Plan shall be a working long-term Contract Deliverable that describes how potential changes to technology and/or architecture could improve operations and achievement of the Department's strategic goals.
 - 4.3.2.11. Contractor shall prepare a Business Process Improvement Plan for Department review and approval.
 - 4.3.2.11.1. DELIVERABLE: Business Process Improvement Plan (DEL CM 1.4)
 - 4.3.2.11.2. DUE: As defined in the approved Project Schedule.
 - 4.3.2.12. After the initial Business Process Improvement Plan is approved, the Contractor shall facilitate semi-annual meetings with Department-defined staff to measure and document improvements, and document new challenges related to technology, architecture, operations, and achievement of the Department's strategic goals.

- 4.3.2.13. On an annual basis, the Contractor shall update and provide the Business Process Improvement Plan for Department review and approval.
- 4.3.2.13.1. DELIVERABLE: Updated Business Process Improvement Plan (DEL CM 1.5)
- 4.3.2.13.2. DUE: Annually, no later than January 31st of each calendar year; or a mutually agreed upon date based on the development of the plan, meetings and updates.
- 4.3.3. New Version Update
- 4.3.3.1. Contractor shall upgrade the current EVV Data Warehouse Export (DWE) file to version 7.18.
- 4.3.3.2. As part of the DWE file upgrade to version 7.18, and from that point thereafter, the Contractor shall include the INSERTTMSP field as part of the Colorado daily DWE file.
- 4.3.3.3. Contractor shall keep the Department up to date with all future versions of the DWE file and inform the Department at least 60 days in advance of any changes to the DWE file.
- 4.3.3.3.1. DELIVERABLE: DWE File Version 7.18 (DEL CM 1.4.1)
- 4.3.3.3.2. DUE: As defined in the approved Project Schedule.
- 4.4. Project Repository
- 4.4.1. The Contractor shall leverage the existing EVV Project Repository.
- 4.4.2. The Contractor shall define the file structure within the EVV Project Repository to use for all Project documents and Project Artifacts.
- 4.4.3. All Project documents, including draft documents and Work Products, and Project Artifacts shall be saved in the EVV Project Repository.
- 4.4.4. The Department will provide access to approved Contractor Users, as defined by the Department and communicated to the Contractor, to the EVV Project Repository on demand.
- 4.4.5. The Contractor shall be responsible for the maintenance of all documentation and work products associated with the Work of this Contract.
- 4.5. Updated Data Dictionary
- 4.5.1. Updates shall be made to the Data Dictionary as changes are made with approval from the Department.
- 4.5.1.1. DELIVERABLE: Updated Data Dictionary (Del PM 1.5)
- 4.5.1.2. DUE: Within five Business Days of the date the change was made
- 4.6. Communications Management Plan
- 4.6.1. The Contractor shall deliver to the Department for review and approval a Communications Management Plan.
- 4.6.2. At a minimum, the Communications Management Plan shall include the following:
 - 4.6.2.1. General communication protocols.
 - 4.6.2.2. General management processes.
 - 4.6.2.3. The Contractor's approach to meeting the communication requirements throughout the term of the Contract.

- 4.6.2.4. 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.
- 4.6.2.5. The Contractor's approach to maintaining daily contact with the Department during critical transition and operations and maintenance phases, as appropriate.
- 4.6.2.6. Identification of compliance with PMBOK standards.
- 4.6.2.7. Identification of the purpose or goals of the Communications Management Plan.
- 4.6.2.8. Identification of information that will be shared with stakeholders.
- 4.6.2.9. Identification of stakeholders and schedule of frequency to share information.
- 4.6.2.10. The trigger mechanism for initiating the Dispute.
- 4.6.2.11. For decision management, the strategy for how the Contractor shall distribute a Project decision log to the Department and MES Vendors.
 - 4.6.2.11.1. The decision log shall track key decisions that may have an MES impact or Project impact.
 - 4.6.2.11.2. At a minimum, the decision log must include the date, description, rationale, alternatives, expected impact, contributors, and approval signature.
- 4.6.3. An Identification of:
 - 4.6.3.1. The Project Stakeholders and their roles.
 - 4.6.3.2. The frequency and breadth of communication between the Contractor and the Department, existing vendors, and the Department's MES Vendors.
 - 4.6.3.3. The method of communications between the Contractor and the Department, existing vendors, and the Department's MES Vendors.
 - 4.6.3.4. The individuals responsible for the Contractor's communications, including the identification of valid and after-hour contact information.
 - 4.6.3.5. The Contractor's review and approval process, including the identification of a process for facilitating the Department's review of each Deliverable outline and draft documents to have a common understanding of purpose and content of documentation prior to final delivery.
 - 4.6.3.6. Identification of software emergency patch communication procedures and processes and a timeframe for software emergency patches as defined in the Contractor's Patching Policy.
 - 4.6.3.7. The Contractor shall provide written notification to the Department and affected MES Vendors regarding all software emergency patches.
 - 4.6.3.7.1. WORK COMPONENT: Communication Management Plan (Part of DEL PM 1.2 PMP)
 - 4.6.3.7.2. DUE: As defined in the approved Project Schedule
- 4.7. Documentation Management Plan
 - 4.7.1. The Contractor shall develop a Documentation Management Plan and deliver the Documentation Management Plan to the Department for review and approval.

- 4.7.2. The Documentation Management Plan shall include, at a minimum, all of the following:
 - 4.7.2.1. Approach to support Project continuity.
 - 4.7.2.2. Retention period for document reference and retrieval.
 - 4.7.2.3. Process for the Department to use for purposes of retrieving documents.
 - 4.7.2.4. Knowledge repository for Project-related documents.
 - 4.7.2.5. Document management standards, procedures, processes, and tools.
 - 4.7.2.6. Adherence to the Centers for Medicaid and Medicare Services (CMS) Documentation Conditions for Enhanced Funding (CEF) Standards.
 - 4.7.2.7. Maintenance of a Project Repository throughout the Term of the Contract.
 - 4.7.2.8. Approach to establishing the Project Repository.
 - 4.7.2.9. The identification of when the information contained in the Documentation Management Plan will be implemented.
 - 4.7.2.9.1. WORK COMPONENT Documentation Management Plan (Part of DEL PM 1.2)
 - 4.7.2.9.2. DUE: As defined in the approved Project Schedule
- 4.8. Resource Management Plan and Organizational Structure
 - 4.8.1. The Resource Management Plan and Organizational Structure shall include, at a minimum, all of the following:
 - 4.8.1.1. Key Personnel and other staffing considerations are noted in Exhibit E of this document.
 - 4.8.1.2. Information relating to the Contractor's Subcontractors, as set forth in Exhibit E.
 - 4.8.1.3. Position descriptions and titles.
 - 4.8.1.4. Required experience for all identified positions.
 - 4.8.1.5. Specific skills or knowledge required to fulfill the described positions.
 - 4.8.1.6. The Contractor's approach to human resource management and management of staffing requirements.
 - 4.8.1.7. Process for replacing key personnel.
 - 4.8.1.8. The identification of any Personnel vacancies among Key Personnel and Other Personnel.
 - 4.8.1.8.1. WORK COMPONENT: Resource Management Plan (Part of DEL PM 1.2, PMP)
 - 4.8.1.8.2. DUE: As defined in the approved Project Schedule
- 4.9. Risk and Issue Management Plan
 - 4.9.1. The Contractor shall develop a Risk and Issue Management Plan and provide the Risk and Issue Management Plan to the Department for review and approval
 - 4.9.2. The Risk and Issue Management Plan shall include, at a minimum, all of the following:
 - 4.9.2.1. Identify the process and procedure the Contractor uses to identify and document Risks and Issues.
 - 4.9.2.2. Identify the process and procedure the Contractor uses to analyze Risks and Issues.
 - 4.9.2.3. Identify the process and procedure the Contractor uses to mitigate Risks and Issues.

- 4.9.2.4. Identify the process and procedure the Contractor uses to manage realized Risks as an Issue.
- 4.9.2.5. 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.
- 4.9.2.6. The solutions the Contractor utilizes to address identified Risks and Issues.
- 4.9.2.7. The Risk response plan that shall identify:
 - 4.9.2.7.1. The Risks that should be avoided.
 - 4.9.2.7.2. The Risks that should be transferred.
 - 4.9.2.7.3. The Risks that should be mitigated.
 - 4.9.2.7.4. The Risks that should be accepted.
 - 4.9.2.7.5. Descriptions of the Issue Resolution Plan for each Issue.
 - 4.9.2.7.6. The identification of when the information contained in the Risk and Issue Management Plan will be implemented.
 - 4.9.2.7.6.1. WORK COMPONENT: Risk and Issue Management Plan (Part of DEL PM 1.2)
 - 4.9.2.7.6.2. DUE: As defined in the approved Project Schedule

4.10. Change Management Plan

- 4.10.1. The Contractor shall develop and submit to the Department for review and approval a Change Management Plan that addresses and defines processes for managing changes to the project, as it applies to EVV. These processes shall include, but are not limited to, o all of the following:
 - 4.10.1.1. Manage Change Requests, including but not limited to system changes, system tools, configuration and customization, and COTS product implementations.
 - 4.10.1.2. Proposed SDLC approach.
 - 4.10.1.3. Proposed methodology for change prioritization and release scheduling, as it applies to EVV changes only.
 - 4.10.1.4. Proposed methodology for documenting a change and seeking Department approval.
 - 4.10.1.5. Identify business needs from the Department and its designees, as directed by the Department.
 - 4.10.1.6. Identify and document changes in schedule, scope of work and/or project budget.
 - 4.10.1.7. Develop a 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.
 - 4.10.1.8. Identify and document changes in business process definition.
 - 4.10.1.9. Identify and document changes in federal or State regulatory change support.
 - 4.10.1.10. Identify and document changes to the budget and procurement activities.
 - 4.10.1.11. Identify and document changes to the system documentation as needed.

- 4.10.1.12. Manage changes in Configuration and Customization, including Configuration Management as defined in industry terms.
- 4.10.1.13. Manage changes in training needs.
- 4.10.1.14. Manage changes to data and/or additions to Department identified data.
- 4.10.1.15. Manage changes in data policy and governance.
- 4.10.1.16. Implement any changes only upon receiving Department approval of those changes.
- 4.10.1.17. Obtain Department review and approval of all updates to the Change Management Plan and materials prior to use.
- 4.10.1.18. Manage processes to track and communicate all changes, even if they do not require a formal change request.
- 4.10.2. The Change Management Plan shall be implemented once approved and Contractor shall adhere to the processes included in the plan.
- 4.10.2.1. WORK COMPONENT: Change Management Plan (Part of DEL PM 1.2 PMP)
- 4.10.2.2. DUE: As defined in the approved Project Schedule.
- 4.11. Quality Management Plan
- 4.11.1. 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 should reflect the Contractor's experience and resolve toward:
 - 4.11.1.1. Methodology for maintaining quality of the code, workmanship, project schedules, Deliverables, and Subcontractor(s) activities.
 - 4.11.1.2. Quality in systems configuration.
 - 4.11.1.3. Process design and staff training.
 - 4.11.1.4. Performance standards development and measurement.
 - 4.11.1.5. Customer satisfaction measurement and analysis.
 - 4.11.1.6. Operational processes and outcomes.
 - 4.11.1.6.1. WORK COMPONENT: Quality Management Plan (Part of DEL PM 1.2)
 - 4.11.1.6.2. DUE: As defined in the approved Project Schedule
- 4.12. Deliverable Management Plan
- 4.12.1. The Contractor shall develop a Deliverable Management Plan to define processes and maintenance procedures for the review and approval of all Project Deliverables.
- 4.12.2. The Deliverable Management Plan shall include, at a minimum, all of the following:
 - 4.12.2.1. The Contractor's Deliverables management approach.
 - 4.12.2.2. The definition of timely submissions, including review and approval of Project Deliverables.
 - 4.12.2.3. The process by which the Contractor tracks Deliverables.

- 4.12.2.4. Version control and tracking of Deliverables.
- 4.12.2.5. Quality assurance.
- 4.12.2.6. EPMO feedback and recommendations coordination process.
- 4.12.2.7. The Department's approval and written signoff of Deliverables.
- 4.12.2.8. Change control procedures.
- 4.12.2.9. The identification of changes, as applicable.
- 4.12.2.10. The identification of when the information contained in the Deliverable Management Plan will be implemented.
- 4.12.2.10.1. WORK COMPONENT: Deliverable Management Plan (Part of DEL PM 1.2)
- 4.12.2.10.2. DUE: As defined in the approved Project Schedule.
- 4.13. Schedule Development and Maintenance Procedures.
- 4.13.1. The Contractor shall develop Schedule Development and Maintenance Procedures.
- 4.13.2. The Schedule Development and Maintenance Procedures shall include, at a minimum, all of the following:
 - 4.13.2.1. The Contractor's approach to developing the Project Schedule.
 - 4.13.2.2. The Contractor's approach to complying with EPMO schedule maintenance procedures in relation to all MES Modules.
 - 4.13.2.3. The Contractor's approach to maintaining transparency of schedule changes and process of communicating to the Department.
 - 4.13.2.4. Information regarding the implementation of the activities contained in the Schedule Development and Maintenance Procedures.
 - 4.13.2.5. 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.
 - 4.13.2.6. The Contractor shall apply the Department-approved Schedule Development and Maintenance Procedures to assure the proper development and maintenance of the Project Schedule.
 - 4.13.2.7. 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.
 - 4.13.2.7.1. WORK COMPONENT: Schedule Development and Maintenance Procedures (Part of DEL PM 1.2)
 - 4.13.2.7.2. DUE: As defined in the approved Project Schedule.
- 4.14. Business Continuity and Disaster Recovery Plan
- 4.14.1. 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:

- 4.14.1.1. 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.
- 4.14.1.2. 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.
- 4.14.1.3. The plan shall also include how the Contractor will make all information available at its back-up facilities.
- 4.14.1.4. The plan shall also include how the Contractor will ensure no greater than five minutes of Committed Transaction data is lost during a Disaster or Business Interruption.
- 4.14.1.5. 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.
- 4.14.1.6. How the Contractor will minimize the effects on Members of any Business Interruption.
- 4.14.1.7. How the Contractor will communicate with the Department during the Business Interruption and points of contact within the Contractor's organization the Department can contact in the event of a Business Interruption.
- 4.14.1.8. Planned long-term back-up facilities out of which the Contractor can continue operations after a Disaster.
- 4.14.1.9. The time period it will take to transition all activities from the Contractor's regular facilities to the back-up facilities after a Disaster.
- 4.14.1.10. The Contractor shall annually test its processes and procedures to ensure compliance with the requirements of the Business Continuity and Disaster Recovery Plan and affirm such compliance to the Department.
- 4.14.1.11. Provide and submit for Department approval, the results of the Business Continuity and Disaster Recovery testing annually.
- 4.14.1.12. How the Contractor will comply with the disaster recovery standards described in Exhibit H, Information Technology Provisions.
- 4.14.1.12.1. DELIVERABLE: Business Continuity and Disaster Recovery Plan (BCDR) (DEL OCM 1.1)
- 4.14.1.12.2. DUE: As defined in the approved Project Schedule

4.15. Testing

- 4.15.1. The Contractor shall maintain test environments to support all required testing activities, which at a minimum should include:
 - 4.15.1.1. UAT
 - 4.15.1.2. Integration
 - 4.15.1.3. Pre-Production/Training
 - 4.15.1.4. Production
 - 4.15.1.5. Disaster Recovery

- 4.15.1.6. Performance/Stress
- 4.15.1.7. The Contractor shall maintain responsibility to test all System changes and Enhancement functionality through test environments that mirror production functionality.
- 4.15.1.8. The Contractor shall establish and provide a testing process for System changes and Enhancements
- 4.15.1.9. The Contractor shall provide a defect tracking process for System changes and Enhancements.
- 4.15.1.10. The Contractor shall provide access to System environments and tools to Department Authorized users.
- 4.15.1.11. The Contractor shall develop and submit for Department approval, entrance and exit criteria for testing sub-phases when a change request is requested. Any changes to entrance and exit criteria requires written approval by the Department.
- 4.15.1.12. 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).
- 4.15.1.13. The Contractor shall deidentify test data.
- 4.15.1.14. The Contractor shall perform regression testing for all identified critical and major defects, as directed by the Department, and provide regression testing results.
- 4.15.1.15. The Contractor shall perform testing in alignment to the MS Testing Guidance Framework.
- 4.15.1.16. Approach for providing testing environments to be available 99.9% of the time during scheduled testing activities.
- 4.15.1.17. The Contractor shall submit all Test Results and testing metrics for each test sub-phase to the Department that includes, at minimum:
- 4.15.1.18. Summary of testing results.
- 4.15.1.19. Pass/Failure Rate.
- 4.15.1.20. Defect IDs and severity level of failed test cases.
- 4.15.1.21. Proposed resolution for identified defects
- 4.15.1.21.1. DELIVERABLE: Test Plan for System Changes and Enhancements (DEL TP 1.1)
- 4.15.1.21.2. DUE: As identified in the approved Project Schedule.
- 4.15.2. Enterprise Testing Requirements
- 4.15.2.1. Any testing requirements due to a change in the HCPF EVV system will be agreed and documented as part of the Change Request (CR) process. For CR testing, the Contractor shall use the following guidelines as agreed with the Department and documented on the CR:
 - 4.15.2.1.1. The Contractor shall communicate and coordinate all testing activities as deemed applicable with the Department's Enterprise Testing team.

- 4.15.2.1.2. The Contractor shall coordinate with the Department's Enterprise Testing team before changes are released in the production environment, if there is multiple MES module impact.
- 4.15.2.1.3. The Department requires the Contractor to coordinate with the Department's 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.
- 4.15.2.1.4. Contractor shall report on their test progress and results, as defined in the Contractor's test plan, to the Department's Enterprise Testing team for transparent governance.

5. TRANSITION PHASE

5.1. Transition Plan

- 5.1.1. The Contractor shall develop and submit for Department for review and approval a Transition Plan including, as it applicable to the existing EVV program, at minimum:
 - 5.1.1.1. Proposed approach to transition.
 - 5.1.1.2. Proposed approach for consolidating applicable sections from the Contractor's Turnover Plan into the transition planning activity.
 - 5.1.1.3. Tasks and activities for transition.
 - 5.1.1.4. Full Time Equivalents (FTE's) by position.
 - 5.1.1.5. Completion date.
 - 5.1.1.6. Transition Milestones.
 - 5.1.1.7. Entrance and exit criteria.
 - 5.1.1.8. Schedule for transition.
 - 5.1.1.9. Production program and documentation update procedures during transition.
 - 5.1.1.10. Readiness walkthrough.
 - 5.1.1.11. Parallel test procedure.
 - 5.1.1.12. Training as needed.
 - 5.1.1.13. List of interface needs.
 - 5.1.1.14. Interface testing as applicable to the existing program.
 - 5.1.1.15. The Contractor shall provide the member and authorization data interfaces for the Colorado EVV program at no additional charge.
 - 5.1.1.16. The Contractor shall provide their Business Intelligence module for three users at no additional charge. Additional licenses can be added for the Department via the Change Request process at the rate identified in Exhibit C.
 - 5.1.1.16.1. DELIVERABLE: Transition Plan (DEL TR 1.1)
 - 5.1.1.16.2. DUE DATE: As defined in the approved Project Schedule.

5.2. Joint Operating Agreement Plan

- 5.2.1. 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 reasonably possible after the Contract Performance Beginning Date, as identified on the Cover Page. The final JOA Plan is due prior to the Transition Plan as identified in Section 5 and will serve as input to transition planning activities. The Department will take the lead on coordinating the JOA Plan drafting and work product. The purpose of the agreement is to establish a process for managing the workload while both the incumbent contract and Contractor's contract are in place and to facilitate a successful turnover and takeover between the Contractors. The JOA Plan will also establish a process to fully transition the workload from the incumbent contractor to the new Contractor.

5.2.2. The JOA shall include at a minimum the following topics:

5.2.2.1. Confidentiality Requirements

5.2.2.2. Definitions

5.2.2.3. Workload

5.2.2.4. Contract Roles and Responsibilities

5.2.2.5. Dispute Resolution

5.2.2.6. Connectivity expectations (if applicable)

5.2.2.7. Communication approach, roles, and responsibilities

5.2.2.8. Joint Transition Board (JTB) participants, which will be responsible for the weekly review of all transition activities to ensure the smooth transition of the EDW to the new system vendor(s).

5.2.2.9. Contractor shall acknowledge the completion of the JOA Plan via a written confirmation.

5.2.2.9.1. DELIVERABLE: Joint Operating Agreement Plan (DEL TR 1.2)

5.2.2.9.2. DUE DATE: As defined in the approved Project Schedule.

6. OPERATIONS AND MAINTENANCE PHASE

6.1. The Contractor shall provide staff to perform operations and maintenance as described in this Exhibit without utilizing billable enhancement hours.

6.2. Operations and Maintenance Plan

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

6.2.1.1. An updated staffing model for the Operations Phase.

6.2.1.2. Standard Operating and Monitoring Procedures of daily performance of the System and Contractor Performance.

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

6.2.1.3.1. Hardware

6.2.1.3.2. Operating systems

6.2.1.3.3. Database systems

6.2.1.3.4. Application and other software

- 6.2.1.3.5. Utilities for Systems, database, software, communications
- 6.2.1.3.6. Voice, video, data communication lines between the Department and the Contractor
- 6.2.1.3.7. Communications software
- 6.2.1.3.8. Drivers
- 6.2.1.3.9. Configurations
- 6.2.1.4. Plan for maintaining security on a database, network, and individual authorized System user level including maintenance of authorized System user accounts.
- 6.2.1.5. Upgrades shall be performed on all applications, servers and system software to assure they remain in support and/or are a minimum of one release behind current (N-1).
- 6.2.1.6. The Contractor shall provide access via the Contractors customer portal to System documentation, including end-user and system administrator documentation.
- 6.2.1.7. The Contractor shall provide updated Contractor staffing model for the Operations Phase.
- 6.2.1.8. 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.
- 6.2.1.9. The Contractor shall publish a System Software Version Release Schedule and provide updates to the Department as requested.
- 6.2.1.10. The Contractor shall establish, maintain and publish a production maintenance calendar, including a schedule of planned maintenance windows, planned upgrades and release windows.
- 6.2.1.11. The Contractor shall provide secure means for the Department to report problems, questions, or System problems while safely exchanging PHI/PII, as required.
- 6.2.1.12. The Contractor shall provide Updated Procedures and System Documentation, as part of the system change request project close-out process, and no less than annually for regular maintenance and operations.
- 6.2.1.13. The Contractor shall develop or update annually and as needed, and submit to the Department for approval, a System Operational Procedures Manual with the proposed format for the System Operational Procedures Manual, which provides guidelines for the operation and use of the System.
 - 6.2.1.13.1. DELIVERABLE: Operations and Maintenance Plan (DEL O&M 1.1)
 - 6.2.1.13.2. DUE: As defined in the approved Project Schedule
- 6.2.1.14. There shall be a Warranty Period, effective upon implementation of any mutually agreed upon new enhancement to be provided by the Contractor, which shall begin on the day on which the enhancement becomes operational for a period of three hundred sixty-five (365) days thereafter. The Warranty Period covers the agreed upon functionality, and the Contractor shall be responsible for correcting all Defects that prevent the System from operating according to Contractor specifications. The Contractor does not necessarily need to correct all Defects during the Warranty Period, but all Defects identified by the Department or Contractor during the Warranty Period shall be corrected by the Contractor, as agreed upon through the Change Management Process, at its expense with

no additional cost to the Department. The Contractor shall maintain routine System performance and Operations while correcting the Defects except where it is not reasonable to do so.

- 6.2.1.15. The Contractor shall perform ongoing risk mitigation according to the Risk Management Plan throughout the operations and maintenance phase.

6.3. Help Desk Support Plan

- 6.3.1. The Contractor shall develop and maintain a Help Desk Support Plan as applicable which addresses, at minimum:

- 6.3.1.1. Available support services and proposed Help Desk staffing model designed to meet the Contract requirements.
- 6.3.1.2. Approach for managing support based on request response time requirements relative to issue complexity and severity as noted in Exhibit J, Tab J.2.
- 6.3.1.3. Approach for leveraging incident and problem management to continuously improve system availability, reliability and user experience.
- 6.3.1.4. Internal Contractor policies to ensure Protected Health Information (PHI), Personally Identifiable Information (PII) and other Department or client data is only shared with appropriate staff
- 6.3.1.5. After-hour contact and problem reporting process.
- 6.3.1.6. The Contractor shall maintain responsibility to perform defect identification, tracking, and corrections.
- 6.3.1.7. The Contractor shall provide online end user resources and tools.
- 6.3.1.8. The Contractor shall provide a searchable library, with highly flexible search criteria to enable an authorized end user to access the information needed for training and help functions.

- 6.3.1.8.1. DELIVERABLE: Customer Support Help Desk Plan (DEL O&M 1.2)

- 6.3.1.8.2. DUE: As defined in the approved project Schedule

6.4. Customer Support Help Desk Report

- 6.4.1. The Contractor shall provide a Monthly EVV Customer Care Help Desk Report that includes the following:

- 6.4.1.1. Total number of calls received
- 6.4.1.2. Percentage of calls abandoned (<5%)
- 6.4.1.3. Average time to answer (60 second maximum)
- 6.4.1.4. Average call length
- 6.4.1.5. Percentage of calls answered within 60 seconds (85% maximum)
- 6.4.1.6. Call reasons

- 6.4.1.6.1. DELIVERABLE: Monthly EVV Customer Care Help Desk Report (DEL O&M 1.3)

- 6.4.1.6.2. DUE: Monthly, ten (10) business days after the close of the previous month.

6.5. O&M Enhancements

- 6.5.1. The Contractor shall manage Enhancements as projects, utilizing a Department-approved change management process and SDLC methodology.
- 6.5.2. The Contractor shall document and maintain a list of all proposed Enhancement project ideas for comprehensive tracking, prioritization, and reporting.
- 6.5.3. The Contractor shall provide a monthly report of all open Enhancement projects.
- 6.5.4. Modification Enhancement Hours
 - 6.5.4.1. Contractor shall provide estimates for requested enhancements based on the information provided by the Department.
 - 6.5.4.2. For Change Requests and enhancements, Contractor shall work with the Department to refine the scope of work during discovery and design, evaluate the Project enhancement, and reprioritize if determined by the Department.
 - 6.5.4.3. For any Change Request submitted by the Department, Contractor shall provide its initial change request proposals based on the information provided by the Department for the proposed total hours on type of resources needed to complete the Plans, Documents, Deliverables or Work Components for the Change Request. As part of Contractor's initial change request proposal, Contractor shall propose a threshold dollar value based on the initial change request proposal, which, if exceeded, would require Department approval for Contractor to continue work and invoice the Department above such threshold.
 - 6.5.4.4. 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.
 - 6.5.4.5. At the end of the Conceptual Design of the Change Request, Contractor will submit a Requirements Traceability Matrix and a Conceptual Design Document, Technical Proposal that will define scope of the change request including any revisions to the estimate needed to and a revised change request proposal for the proposed total hours on type of resources needed to complete the Plans, Documents, Deliverables or Work Components for the Change Request.
 - 6.5.4.6. If Contractor determines that it will require more than the dollar threshold above the most recent, approved change request proposal for a Project, including any hours added due to changes in circumstances or additional requirements provided by the Department, then Contractor shall notify the Department of the need for extra hours and provide a description of why additional hours are needed and the amount of such additional hours with a revised proposed amount to complete the work described in the Change Request. The Department will review the request and, if the request due to changes in circumstances or additional requirements provided by the Department, either approve the request or notify Contractor that Contractor is requested to stop further work on the Project and provide the Department with any work in process completed as of the notification from the Department to stop work. If additional hours are needed because of Contractor's errors in the proposal or another cause solely within Contractor's or a Subcontractor's control, then Contractor shall complete the Work in the Change Request, regardless of the hours needed, but may only invoice for the number of hours included in the most recent, Department approved change request proposal.

- 6.5.4.7. 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

6.6. Contract Turnover Plan

- 6.6.1. 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 Department. 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.
 - 6.6.1.1. The Contract Turnover Plan shall include, at a minimum, all the following::
 - 6.6.1.1.1. Approach to transition.
 - 6.6.1.1.2. Approach for conducting a knowledge transfer from the Contractor to a new contractor selected by the Department.
 - 6.6.1.1.3. Approach to consolidate applicable sections from the Contractor's Contract Turnover Plan into the transition planning activity.
 - 6.6.1.1.4. The identification of an individual to act as the Contractor's closeout coordinator.
 - 6.6.1.1.5. Processes by which the Contractor's closeout coordinator shall complete the following tasks.
 - 6.6.1.1.5.1. 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.
 - 6.6.1.1.5.2. 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.
 - 6.6.1.1.5.3. 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.
 - 6.6.1.1.5.4. 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.
 - 6.6.1.1.5.5. 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.

- 6.6.1.1.6. The identification of when the information contained in the Contract Turnover Plan will be implemented.
- 6.6.1.1.7. 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.
- 6.6.1.1.8. 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.
- 6.6.1.1.9. Contract Turnover Plan and activities must 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.
- 6.6.1.1.9.1. DELIVERABLE: Contract Turnover Plan (DEL O&M 1.4)
- 6.6.1.1.9.2. DUE: As defined in the approved Project Schedule

7. ENTERPRISE SOLUTION INTEGRATION REQUIREMENTS

7.1. Enterprise Governance

- 7.1.1. The Contractor shall adhere to the Department's MES Governance Plan that is managed by the Department's ESI Contractor.
- 7.1.2. 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.
- 7.1.3. The Contractor shall attend, adhere to, and provide verbal and written input to the MES Governance boards and councils, as requested by the Department.
- 7.1.4. The Contractor has Colorado EVV data interfaces in place today given the EVV program is in O&M. Those data interfaces will stay intact with no expected changes. If changes to current data interfaces or new data interfaces are required using the change request process, the Contractor will adhere with the MES System Integrator process and standards.

8. SYSTEM SECURITY PLAN

8.1. The Contractor shall develop a System Security Plan.

- 8.1.1. At a minimum, the System Security Plan shall include all the following:
 - 8.1.1.1. Mission Objectives.
 - 8.1.1.2. Mission Statement.
 - 8.1.1.3. Concept of Operations.
 - 8.1.1.4. Roles and Responsibilities.
 - 8.1.1.5. Information Technology Environment.
 - 8.1.1.6. Network Environment, Enclaves, and Perimeters.
 - 8.1.1.7. Major Applications and Systems.
 - 8.1.1.8. General Support Systems.
 - 8.1.1.9. Risk Management

- 8.1.1.9.1. Risk Management Methodology.
- 8.1.1.9.2. Risk Assessment Responsibilities.
- 8.1.1.9.3. Risk Assessment Frequency.
- 8.1.1.9.4. Project Life Cycle.
- 8.1.1.9.5. Vendor Management.
- 8.1.1.10. Security Program.
 - 8.1.1.10.1. Network and Security Operations Standards.
 - 8.1.1.10.2. System and Application Security Standards.
 - 8.1.1.10.3. Access Controls.
 - 8.1.1.10.4. Change Control and Configuration Management.
 - 8.1.1.10.5. Physical Security.
 - 8.1.1.10.6. Data Handling and Disposal.
 - 8.1.1.10.7. Personnel Security.
 - 8.1.1.10.8. Acceptable Use.
 - 8.1.1.10.9. Online Privacy.
- 8.1.1.11. Incident Warning, Advisory, and Response.
 - 8.1.1.11.1. Evaluating Information Security Warnings and Advisories.
 - 8.1.1.11.2. Information Security Incident Response Plan Summary.
- 8.1.1.12. Security Awareness and Training.
 - 8.1.1.12.1. Security Awareness and Training Methodology.
 - 8.1.1.12.2. Security Awareness and Training Frequency.
 - 8.1.1.12.3. Security Awareness and Training Content Updates.
 - 8.1.1.12.4. Self-Assessment.
 - 8.1.1.12.5. Metrics and Reporting.
 - 8.1.1.12.6. Plan Approval and Maintenance.
- 8.1.1.13. 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.
- 8.1.1.14. The identification of Contractor's processes and policies related to the coordination of efforts with MES Vendors to monitor for vulnerabilities.
- 8.1.1.15. The identification of Contractor's processes and policies related to assuring that all penetration testing meets approved security requirements.
- 8.1.1.16. 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.

- 8.1.1.17. The identification of when the information contained in the System Security Plan will be implemented.
- 8.1.1.18. 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.
- 8.1.1.18.1. DELIVERABLE: System Security Plan (DEL SSP 1.1)
- 8.1.1.18.2. DUE: As defined in the approved Project Schedule
- 8.1.1.19. 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.
- 8.1.1.20. The Contractor shall implement the System Security Plan as identified in the Department-approved plan.
- 8.1.1.21. 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.
- 8.1.1.22. 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.
- 8.1.1.22.1. DELIVERABLE: Revised System Security Plan (DEL SSP 1.2)
- 8.1.1.22.2. DUE: As defined in the approved Project Schedule
- 8.1.1.22.3. 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.

9. INDEPENDENT AUDITOR

- 9.1. The Contractor shall pay for an independent auditor to conduct an annual audit utilizing a current version of the Statement on Standards for Attestation Engagements (SSAE), System and Organization Controls (SOC) 1, Type II. The SOC 1, Type II audit shall address Work performed by the Contractor at the Contractor's facility and data center suites.
- 9.1.1. The Parties shall review the scope of SOC 1, Type II audits, and the Department shall approve the scope of the SOC 1, Type II audit prior to commencement of review activities by the independent auditor.
- 9.1.1.1. Review of the scope of SOC 1, Type II audits by the Parties shall include consideration of prior SOC 1, Type II audits to determine if past findings have been addressed.
- 9.1.1.2. The Contractor shall be responsible for facilitating meetings between the Contractor and the Department to determine the scope of SOC 1, Type II audits. At a minimum, the following topics shall be addressed during this meeting:
 - 9.1.1.2.1. The process to be used by the Contractor and independent auditor to develop, document and implement the objectives of the SOC 1, Type II audit.

- 9.1.1.2.2. Identification of all appropriate database internal controls impacting financial reporting.
- 9.1.1.2.3. Testing of identified database internal controls for effectiveness.
- 9.1.1.2.4. Guidelines Contactor and the independent auditor will follow in communicating audit-related opinions to the Department.
- 9.1.2. The Contractor shall submit the SOC 1, Type II audit reports to the Department and may provide along with the following supplemental documentation:
 - 9.1.2.1. The Contractor's responses to the independent auditor's findings.
 - 9.1.2.1.1. A SOC 1, Type II Report Action Plan detailing how the Contractor will address and resolve all findings in the SOC 1, Type II report and the timeline for addressing each finding. The SOC Report Action Plan shall be subject to Department review and approval.
 - 9.1.2.2. The Contractor shall address and resolve all findings in the SOC 1, Type II report, and provide monthly updates in the Monthly Contract management Report until the Department agrees that the Contractor has demonstrated that all findings have been properly addressed and resolved.
 - 9.1.2.3. The Contractor shall pay an independent auditor to perform a SOC 1, Type II audit annually. The Contractor shall deliver the report to the Department.
 - 9.1.2.3.1. The Contractor shall submit responses to the auditor's findings and a SOC 1, Type II Report Action Plan to the Department for review and approval.
 - 9.1.2.3.2. The Contractor shall address and resolve findings in the SOC 1, Type II report and provide monthly updates in the Monthly Contract Management Report until the Department agrees that the Contractor has demonstrated that all findings have been properly addressed and resolved.
 - 9.1.2.3.2.1. DELIVERABLE: SOC 1, Type II Report (DEL SOC 1.1)
 - 9.1.2.3.2.2. DUE: Annually, by September 1st of each year
 - 9.1.2.3.2.3. DELIVERABLE: Contractor's Responses to Findings, SOC 1, Type II Report Action Plan, and SOC 1, Type II report and provide monthly updates in the Monthly Contract Management Report until the Department agrees that the Contractor has demonstrated that all findings have been properly addressed and resolved.
 - 9.1.2.3.2.4. DUE: Annually, by September 1st of each year
- 9.2. Third-Party Privacy/Security Audits/Assessments
 - 9.2.1. The Contractor shall pay for a third-party to perform an annual audit or assessment of the Contractor's privacy/security control environment where the initial audit shall be completed prior to the Go Live/Commencement of Maintenance and Operations, with subsequent audits performed on an annual basis thereafter. The results of the assessment of Contractor's privacy/security control environment referenced in Section 9.1.1.1 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 expirations a bridge letter is issued.

- 9.2.1.1. Recommended third-party audits/assessments in order of preference are:
 - 9.2.1.1.1. HITRUST Risk-Based, 2-Year (r2) Validated Assessment + Certification.
 - 9.2.1.1.2. SOC 2 Type II Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy.
 - 9.2.1.1.3. HITRUST Implemented, 1-Year (i1) Validated Assessment + Certification.
- 9.2.1.2. In the absence of one of the recommended audit/assessment types, Contractor shall propose an equivalent audit/assessment for Department approval.
- 9.2.2. Contractor shall submit the audit/assessment report to the Department along with the following supplemental documentation:
 - 9.2.2.1. 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.
 - 9.2.2.1.1. DELIVERABLE: Audit/Assessment Report (DEL AR 1.1)
 - 9.2.2.1.2. DUE: As defined in the approved Project Schedule
 - 9.2.2.1.3. 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 AR 1.2)
 - 9.2.2.1.4. DUE: As defined in the Resolution Document

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

10.1. Certification Management Plan

- 10.1.1. The Contract shall maintain the existing EVV solution that is compliant with CMS Conditions for Enhanced Funding (CEF) and CMS Standards and Conditions for the life of the contract.
- 10.1.2. The Contractor shall provide ongoing certification support by reporting metrics and KPI's for EVV based on the Department's reporting schedule.
- 10.1.3. The Contractor shall develop a CMS Certification Management Plan if CMS requires re-certification of the existing EVV solution.
- 10.1.4. The Contractor shall use the CMS Streamlined Modular Certification (SMC) methodology for developing the CMS Certification Management Plan.
- 10.1.5. The Certification Management Plan shall include, at a minimum, all of the following:
 - 10.1.5.1. An outline of the methodology, tools, timeline, and resources required to manage and maintain CMS Certification for the Contractor's Technology Solution.

- 10.1.5.2. A plan to comply with established CMS Certification protocols defined by the EPMO Center of Excellence (CoE) and mutually agreed upon by the Contractor.
- 10.1.5.3. A plan to attend all Certification-related meetings, as mutually agreed upon between the Contractor and the Department as defined by the Department and communicated to the Contractor with sufficient advanced notice to permit the appropriate Contractor resources to be available.
- 10.1.5.4. A plan to support all Operational Advanced Planning Document (OAPD) Outcomes and performance metrics reporting.
- 10.1.5.5. Contractor shall provide Contract-related documentation in compliance with CMS requirements and guidance.
 - 10.1.5.5.1. DELIVERABLE: CMS Certification Management Plan (DEL CMS 1.1)
 - 10.1.5.5.2. DUE: As defined in the approved Project Schedule.

11. SERVICE LEVEL AGREEMENTS (SLA)

- 11.1. The SLA's related to this Contract are listed in Exhibit J as an attachment to this Exhibit B, Statement of Work.
- 11.2. Some SLAs may have a Quality Maintenance Payment (QMP) attached to the SLA. The QMP dollar amount by SLA is listed in Exhibit C, Rates.

12. DELIVERABLE LIST

- 12.1. 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 one Business Day before each meeting is scheduled to begin
DEL CM 1.1 Meeting Minutes	No later than three Business Days after the meeting
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 Weekly Status Report	Weekly, no later than Friday at 5:00 p.m. Mountain Standard Time or Mountain Daylight Time
DEL CM 1.4 Business Process Improvement Plan	As defined in the approved Project Schedule
DEL CM 1.4.1 DWE File Version 7.18	As defined in the approved Project Schedule
DEL CM 1.5 Updated Business Process Improvement Plan	Annually, no later than January 31st of each calendar year or as mutually agreed upon between the Contractor and the Department
DEL PM 1.2 Project Management Plan which includes the following Work Components: Communications Management Plan Documentation Management Plan Resource Management Plan Risk and Issue Management Plan Change Management Plan Quality Management Plan Deliverable Management Plan Schedule Development and Maintenance Procedures	As defined in the approved Project Schedule
DEL PM 1.5 Updated Data Dictionary	Within Five (5) Business Days of the Effective Date
DEL OCM 1.1 Business Continuity and Disaster Recovery Plan (BCDR)	As defined in the approved Project Schedule as mutually agreed upon between the Contractor and the Department
DEL TR 1.1 Transition Plan	As defined in the approved Project Schedule as mutually agreed upon between the Contractor and the Department.
DEL TR 1.2 Joint Operating Agreement 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 Customer Support Help Desk Plan	As defined in the approved Project Schedule
DEL O&M 1.3 Monthly EVV Customer Support Help Desk Report	Monthly, ten (10) Business days after the close of the previous month.
DEL O&M 1.4 Contract Turnover Plan	As defined in the approved Project Schedule
DEL SSP 1.1 System Security Plan	As defined in the approved Project Schedule

DELIVERABLES	DATE DUE TO THE DEPARTMENT
DEL SSP 1.2 Revised System Security Plan	As defined in the approved Project Schedule
DEL SOC 1.1 SOC 1, Type II Report	Annually, upon receipt.
DEL AR 1.1 Audit/Assessment Report	As defined in the approved Project Schedule
DEL AR 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

13. COMPENSATION AND INVOICING

13.1. Compensation

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

13.3. Detailed Invoicing and Payment Procedures

13.4. Contractor shall invoice the Department on a monthly basis, by the 15th Business Day of the month following the month for which the invoice covers. Contractor shall not invoice the Department for a month prior to the last day of that month.

13.5. The invoice shall contain all of the following for the month for which the invoice covers:

13.5.1. The Contract Number shown on the cover page for this Contract to facilitate invoice processing.

13.5.2. A clear description of the time period the invoice covers.

13.5.3. The Fixed Monthly Transition fee, shown in Exhibit C, related to the invoice month.

13.5.4. The Pass-through costs for the transition period as shown in Exhibit C.

13.5.5. The Fixed Monthly O&M fee as shown in Exhibit C, related to the invoice month.

13.5.6. The Monthly SLA Performance Payment Amount, shown in Exhibit C, related to the invoice month, corresponding to those SLAs that Contractor successfully achieved.

13.5.7. The total amount due for all achieved SLAs during that month.

13.5.8. Each Deliverable, shown in Exhibit C, that was accepted by the Department during that month.

13.5.9. The amount due for each Deliverable shown on the invoice.

13.5.10. The total amount due for all Deliverables accepted by the Department during that month.

13.5.11. The total amount due for the invoiced month.

13.6. Closeout Payments

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

EXHIBIT C, RATES

1. EVV SOLUTION VERIFIED VISITS PAYMENT

1.1. EVV Solution Verified Visits Fixed Monthly Payments

- 1.1.1. The Department will pay the Contractor an EVV Fixed Monthly Service Payment each month for the Verified Visits in compliance with the requirements of the Contract.
- 1.1.2. Monthly Verified Visits for invoicing shall include visits that began and were verified (or received as verified) during the invoice month, as well as visits that started in a previous month but were verified (or received as verified) during the invoice month.
- 1.1.3. A Verified Visit is billable in only one monthly invoice cycle and shall not be billed more than once.
- 1.1.4. No additional amounts shall be added by either Party to the EVV Fixed Monthly Service Payments, whether such amounts are license fees, subscription fees, hosting fees, operational fees, maintenance fees, or labor costs, or any other type of fee, compensation, or amount for the scope of work described in this Contract. However, the Parties may amend this Contract as provided for in the Contract.
- 1.1.5. The Department will pay the Contractor an EVV Fixed Monthly Service Payment in monthly increments as shown in the table below for up to 964,470 Verified Visits per month.
- 1.1.6. The addition of the Contractor's Business Intelligence module is included in the EVV Fixed Monthly Service Payments and includes three BI user licenses. Additional BI user licenses can be added for the Department via the Change Request process. Each additional BI license would be charged a one-time fee of \$1,500 per license.

Payment Period	EVV Fixed Monthly Payment	Not To Exceed Amount per SFY
SFY25 (April 1, 2025 – June 30, 2025)	\$152,000.00	\$456,000.00
SFY26 (July 1, 2025 – June 30, 2026)	\$152,000.00	\$1,824,000.00
SFY27 (July 1, 2026 – June 30, 2027)	\$152,000.00	\$1,824,000.00
SFY28 (July 1, 2027 – June 30, 2028)	\$152,000.00	\$1,824,000.00
SFY29 (July 1, 2028 – June 30, 2029)	\$152,000.00	\$1,824,000.00
SFY30 (July 1, 2029 – March 31, 2030)	\$152,000.00	\$1,368,000.00

Table 1 – EVV Solution Verified Visits Monthly Service Payment

1.2. Additional Verified Visits

- 1.2.1. This section provides for payment to the Contractor if in a given month the Verified Visits exceed 964,470 visits.
- 1.2.2. The Department will pay the Contractor a fee of \$0.197 per Verified Visit for any Verified Visits that exceed 964,470 per month, subject to the not-to-exceed amounts set forth below.
- 1.2.3. Contractor shall report the total number of Verified Visits in the Visits by Account Group by Month Report for each month to be submitted as an appendix to the Monthly Contract Management Report.

- 1.2.3.1. Based on the Contractor's reporting, the Department will pay Contractor for any additional Verified Visits more than 964,470 monthly with payments to be issued in the month following the reporting period.

PERIOD	Not To Exceed Maximum Additional Amount Per Month	Not To Exceed Amount per SFY
SFY25 (April 1, 2025 – June 30, 2025)	\$10,000.00	\$30,000.00
SFY26 (July 1, 2025 – June 30, 2026)	\$10,000.00	\$120,000.00
SFY27 (July 1, 2026 – June 30, 2027)	\$10,000.00	\$120,000.00
SFY28 (July 1, 2027 – June 30, 2028)	\$10,000.00	\$120,000.00
SFY29 (July 1, 2028 – June 30, 2029)	\$10,000.00	\$120,000.00
SFY30 (July 1, 2029 – March 31, 2030)	\$10,000.00	\$90,000.00
Total		\$600,000.00

Table 2 – Maximum Annual Funding for EVV Solution Additional Verified Visits

1.3. Monthly SLA Performance Standard – Quality Maintenance Payments (QMPs)

- 1.3.1. The Department will pay the Contractor Monthly QMP Payments identified in table below based on Contractor's satisfaction of certain SLAs outlined in Exhibit J, which shall include all the following:

- 1.3.1.1. Exhibit J, SLA.01
- 1.3.1.2. Exhibit J, SLA.02
- 1.3.1.3. Exhibit J, SLA.03
- 1.3.1.4. Exhibit J, SLA.04
- 1.3.1.5. Exhibit J, SLA.05
- 1.3.1.6. Exhibit J, SLA.06
- 1.3.1.7. Exhibit J, SLA.07
- 1.3.1.8. Exhibit J, SLA.08
- 1.3.1.9. Exhibit J, SLA.09
- 1.3.1.10. Exhibit J, SLA.10
- 1.3.1.11. Exhibit J, SLA.14
- 1.3.1.12. Exhibit J, SLA.14.1
- 1.3.1.13. Exhibit J, SLA.14.2
- 1.3.1.14. Exhibit J, SLA.15
- 1.3.1.15. Exhibit J, SLA.15.1
- 1.3.1.16. Exhibit J, SLA.15.2
- 1.3.1.17. Exhibit J, SLA.15.3
- 1.3.1.18. Exhibit J, SLA.16.1

1.3.1.19. Exhibit J, SLA.16.2

1.3.1.20. Exhibit J, SLA.16.3

1.3.2. The Department will pay the Contractor the Monthly QMP Payments as described in this section for meeting or exceeding performance standards as outlined in Exhibit J, Tab J.2 SLA_QMP.

1.3.3. The Contractor may earn a Monthly QMP Payment for an applicable period for each SLA that the Contractor meets or exceeds. If the Contractor fails to meet or exceed an SLA, or any component of an SLA, or fails to measure or report SLA performance during a period, then the Contractor shall not earn a Monthly QMP Payment for the impacted SLA(s).

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

1.3.5. Refer to Exhibit J, Tab J.2 SLA_QMP for performance standard and detailed narrative for each SLA. The amounts listed below reflect the monthly payout that the Contractor may earn for meeting each QMP, as each identified SLA number in the table below is described in Exhibit J, Tab J.2 SLA_QMP.

SLA/QMP	SFY 25 (April 1, 2025 – June 30, 2025)	SFY26	SFY27	SFY28	SFY29	SFY30 (July 1, 2029 – March 31, 2030)
SLA.01	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00
SLA.02	\$760.00	\$760.00	\$760.00	\$760.00	\$760.00	\$760.00
SLA.03	\$1,520.00	\$1,520.00	\$1,520.00	\$1,520.00	\$1,520.00	\$1,520.00
SLA.04	\$1,520.00	\$1,520.00	\$1,520.00	\$1,520.00	\$1,520.00	\$1,520.00
SLA.05	\$1,520.00	\$1,520.00	\$1,520.00	\$1,520.00	\$1,520.00	\$1,520.00
SLA.06	\$1,520.00	\$1,520.00	\$1,520.00	\$1,520.00	\$1,520.00	\$1,520.00
SLA.07	\$1,520.00	\$1,520.00	\$1,520.00	\$1,520.00	\$1,520.00	\$1,520.00
SLA.08	\$1,520.00	\$1,520.00	\$1,520.00	\$1,520.00	\$1,520.00	\$1,520.00
SLA.09	\$2,280.00	\$2,280.00	\$2,280.00	\$2,280.00	\$2,280.00	\$2,280.00
SLA.10	\$1,520.00	\$1,520.00	\$1,520.00	\$1,520.00	\$1,520.00	\$1,520.00
SLA.14	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00
SLA.14.1	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00
SLA.14.2	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00
SLA.15	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00
SLA.15.1	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00
SLA.15.2	\$3,040.00	\$3,040.00	\$3,040.00	\$3,040.00	\$3,040.00	\$3,040.00

SLA/QMP	SFY 25 (April 1, 2025 – June 30, 2025)	SFY26	SFY27	SFY28	SFY29	SFY30 (July 1, 2029 – March 31, 2030)
SLA.15.3	\$3,040.00	\$3,040.00	\$3,040.00	\$3,040.00	\$3,040.00	\$3,040.00
SLA.16.1	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00
SLA.16.2	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00
SLA.16.3	\$1,490.00	\$1,490.00	\$1,490.00	\$1,490.00	\$1,490.00	\$1,490.00

Table 3 - Not to Exceed Monthly QMP Payment**2. MODIFICATION AND ENHANCEMENT WORK****2.1. Hourly Rates**

2.1.1. Table 5 – Labor Categories and Hourly Rate sets the hourly rates that the Contractor shall use in estimating the overall cost associated with Change Requests for any Modification and Enhancement Work not already covered by the Scope of Work in this Contract.

2.1.2. 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 fiscal year is as follows:

Period	Maximum Modification and Enhancement Funding Available
SFY 2024-25 (April 1, 2025 – June 30, 2025)	\$100,000.00
Total	\$100,000.00

Table 4 – Modification and Enhancement Funding

2.1.3. The Department may increase or decrease the amount of funding available in this section using an Option Letter similar to “Exhibit F – Option Letter.”

2.1.4. The hourly rates to be used for Modification and Enhancement work as described in this section, for each SFY, are shown in the table below:

Labor Category	SFY25	SFY26	SFY27	SFY28	SFY29	SFY30
Architect	\$150.00	\$154.50	\$159.13	\$163.90	\$168.81	\$173.87
Assoc Tech Support Analyst	\$150.00	\$154.50	\$159.13	\$163.90	\$168.81	\$173.87
Business Analyst	\$150.00	\$154.50	\$159.13	\$163.90	\$168.81	\$173.87
Customer Service Representative	\$150.00	\$154.50	\$159.13	\$163.90	\$168.81	\$173.87
CSR Lead	\$150.00	\$154.50	\$159.13	\$163.90	\$168.81	\$173.87

Labor Category	SFY25	SFY26	SFY27	SFY28	SFY29	SFY30
Manager Customer Service	\$150.00	\$154.50	\$159.13	\$163.90	\$168.81	\$173.87
Manager Traffic/Workforce	\$150.00	\$154.50	\$159.13	\$163.90	\$168.81	\$173.87
Manager Software Engineering	\$150.00	\$154.50	\$159.13	\$163.90	\$168.81	\$173.87
Software Engineer	\$150.00	\$154.50	\$159.13	\$163.90	\$168.81	\$173.87
Supervisor Customer Service	\$150.00	\$154.50	\$159.13	\$163.90	\$168.81	\$173.87
Sr. Business Analyst Consultant	\$150.00	\$154.50	\$159.13	\$163.90	\$168.81	\$173.87
Sr. IS Engineer	\$150.00	\$154.50	\$159.13	\$163.90	\$168.81	\$173.87
Sr. Systems Management	\$150.00	\$154.50	\$159.13	\$163.90	\$168.81	\$173.87
Sr. Manager Traffic/Workforce	\$150.00	\$154.50	\$159.13	\$163.90	\$168.81	\$173.87
Sr. Systems Management Analyst	\$150.00	\$154.50	\$159.13	\$163.90	\$168.81	\$173.87
Systems Management Analyst	\$150.00	\$154.50	\$159.13	\$163.90	\$168.81	\$173.87
Senior Trainer	\$150.00	\$154.50	\$159.13	\$163.90	\$168.81	\$173.87

Table 5 – Labor Categories and Hourly Rates**3. FIXED ONE-TIME PAYMENT DELIVERABLES**

Deliverable Name	Anticipated Invoice Due Date	Payment Amount
DEL CM 1.4.1 - DWE File Version 7.18	May 1, 2025	\$7,500.00
Zendesk M&O Enhancement	May 1, 2025	\$7,500.00
DEL CM 1.2 Monthly Contract Management Report	Per Project Schedule	\$8,000.00
DEL CM 1.4 Business Process Improvement Plan		
WORK COMPONENT: Communications Management Plan		
DEL TR 1.2 Joint Operating Agreement		

Table 6 – Fixed One-Time Payment Deliverables**4. PARTIAL-MONTH PAYMENTS**

- 4.1. In partial months, all payments to the Contractor shall be prorated based on the number of days in the month that the Contractor performed services under this Contract.

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. 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.
 - 1.1.2. 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.
 - 1.1.3. 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.
 - 1.1.4. Business Rules Document - statements that describe how specific workplace actions should be performed. In most cases, these rules are designed to provide staff with specific decision-making conditions, criteria, and exceptions.
 - 1.1.5. 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.
 - 1.1.6. 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.
 - 1.1.7. Closeout Period – The period beginning on the earlier of 90 days prior to the end of the last Extension Term or notice by the Department of its decision to not exercise its option for an Extension Term, and ending on the day that the Department has accepted the final deliverable for the Closeout Period, as determined in the Department-approved and updated Closeout Plan, and has determined that the closeout is complete.
 - 1.1.8. 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.
 - 1.1.9. Colorado Revised Statutes (C.R.S.) – The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.
 - 1.1.10. 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.
 - 1.1.11. Contractor – A party that undertakes a contract to provide materials and/or labor to perform a service or do a job.
 - 1.1.12. 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.

- 1.1.13. 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.
- 1.1.14. Defect – A genuine error, malfunction, fault, or failure which prevents the System from operating as intended.
- 1.1.15. 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.
- 1.1.16. Department – Colorado Department of Health Care Policy & Financing (HCPF)
- 1.1.17. 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.
- 1.1.18. 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.
- 1.1.19. Division Director – A Director in the Colorado Department of Health Care Policy & Financing (HCPF).
- 1.1.20. 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.
- 1.1.21. 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 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).
- 1.1.22. 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.
- 1.1.23. Existing Vendors – The MES Vendors associated with each MES-related contract at the time of the Effective Date.
- 1.1.24. 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.
- 1.1.25. 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.
- 1.1.26. Go-Live – The time during a Project at which a Contractors’ solution or product is officially released into production.
- 1.1.27. Health Insurance Portability and Accountability Act (HIPAA) – The Health Insurance Portability and Accountability Act of 1996, as amended.

- 1.1.28. Health Insurance Portability and Accountability Act (HIPAA) – The Health Insurance Portability and Accountability Act of 1996, as amended.
- 1.1.29. 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.
- 1.1.30. 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.
- 1.1.31. 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.
- 1.1.32. Interfaces – Any or all of the interfaces needed to complete full functionality of the Solution.
- 1.1.33. Issues – A negative result, outcome, or action that has already occurred.
- 1.1.34. Key Personnel – The position or positions that are specifically designated as such in this Contract.
- 1.1.35. Maintenance and Operations – Includes the day-to-day activities necessary for the building or built structure, its systems and equipment, and an occupant or User to perform the occupant’s or User’s intended function.
- 1.1.36. Maintenance and Operations Phase – The period after which a Project has moved from DDI and into production.
- 1.1.37. Medicaid/MES Ecosystem – The complex network or interconnected systems under the Department’s Medicaid umbrella.
- 1.1.38. Medicaid Enterprise Solutions (MES) – The MMIS, PBMS, CBMS, and BIDM systems.
- 1.1.39. 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.
- 1.1.40. Meeting Minutes – Captures the attendees, the discussion topics, Action Items and next steps, and decisions made during the meeting.
- 1.1.41. Meeting Records – Are the recorded or written Meeting Agenda, Meeting Minutes, and any related documentation, videos, or attachments.
- 1.1.42. Member – Any individual enrolled in the Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
- 1.1.43. MES Ecosystem – The Medicaid Enterprise Solutions along with the Integration Platform.
- 1.1.44. MES Governance Plan – Policies and procedures that govern the ESI Platform and integrations.
- 1.1.45. 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.

- 1.1.46. 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).
- 1.1.47. 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.
- 1.1.48. Operational Start Date – When the Department authorizes Contractor to begin fulfilling its obligations under the Contract.
- 1.1.49. Operations and Maintenance (O&M) Phase – The phase when the product or service, resulting from the Project, starts to be used in operations mode.
- 1.1.50. Other Personnel – Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.
- 1.1.51. 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.
- 1.1.52. 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.
- 1.1.53. Priority 2 Production Incident – High or Major Issues, which are defined as operations impacted, slowed, or hampered by a deficiency or Defect for which there is a viable workaround that permits the continued use of the MES Ecosystem.
- 1.1.54. 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.
- 1.1.55. 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.
- 1.1.56. Project – A Project defines the Work to be completed, as identified in Exhibit B, Statement of Work (SOW).
- 1.1.57. Project Artifact – Anything the Contractor produces during the performance of the Work.
- 1.1.58. 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.
- 1.1.59. Project Management Plan (PMP) – A series of formal documents that define the execution and control stages of a project.
- 1.1.60. 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.
- 1.1.61. Protected Health Information (PHI)- Any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates

to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act

- 1.1.62. 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.
- 1.1.63. Quality Assurance (QA) – The process or actions taken to ensure a product meets all of its requirements. Quality assurance is often used to track compliance and maintain consistent product management output over time.
- 1.1.64. 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.
- 1.1.65. 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.
- 1.1.66. Resolution Document – The Corrective action plan (CAP), plan of action & milestones (POA&M), or other similar document detailing how the Contractor will address and resolve all findings in the audit/assessment report and the timeline for addressing each finding.
- 1.1.67. Risk – An uncertain event or condition that, if it occurs, has a positive or negative effect on a Project’s objectives.
- 1.1.68. 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.
- 1.1.69. 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.
- 1.1.70. Service Level Agreement – A set of standards that codifies performance expectations between the Contractor and the Department.
- 1.1.71. 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.
- 1.1.72. System Development Lifecycle (SDLC) – A set of Department approved processes that governs planning, creating, testing and deploying new technologies.
- 1.1.73. 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.
- 1.1.74. 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.

- 1.1.75. Start-Up Period – The period starting on the Effective Date and ending on the Operational Start Date.
- 1.1.76. System(s) – The Integration Platform and the MES Ecosystem.
- 1.1.77. System Aggregator – A system that is a collection of related items of content so that they can be displayed or linked to.
- 1.1.78. System Testing – Testing technique whose purpose is to confirm that functions within a system are interacting appropriately.
- 1.1.79. 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.
- 1.1.80. 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.
- 1.1.81. Testing Environment – The environment where hardware and software components include configuration settings that are necessary to test and validate the application meets design specifications.
- 1.1.82. Testing Phase – The period during which the Contractor ensure the Project meets design specifications.
- 1.1.83. Transmittal - An official document from the Department authorizing the Contractor to perform a specific function that is considered within the Contractor’s Scope-of-Work during the Contract, but a Transmittal may not be used for any changes that require an SDLC or follow the Change Management Process.
- 1.1.84. Transition Phase – The process of migrating operations of the system, staff and related processes from the incumbent vendor, with minimum disruption of service.
- 1.1.85. 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.
- 1.1.86. 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)
- 1.1.87. Verified Visit – Requires the User to properly call in and out of the system, conducts an ANI location identification and match, and determines that there are no identified exceptions based on program rules provided by or approved by the Department before notating the visit is verified.
- 1.1.88. Warranty Period – Covers the period before project closure where the development team is responsible for resolving any defects or incidents discovered after release.
- 1.1.89. Work Products – The output of a project. They are the lowest level of project work that are individually estimated, budgeted, assigned, executed, measured and controlled. Work products include both tangible things such as infrastructure installations and intangible things such as presentations.
- 1.1.90. 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. ADA – Americans with Disability Act
- 2.1.2. ALT – Alternative
- 2.1.3. ANI – Automatic Number Identification
- 2.1.4. AWS – Amazon Web Services
- 2.1.5. BIDM – Business Intelligence Data Management System
- 2.1.6. BRD – Business Rules Document
- 2.1.7. CAP – Corrective Action Plan
- 2.1.8. CEF – CMS Conditions for Enhanced Funding
- 2.1.9. CFR – Code of Federal Regulations
- 2.1.10. CHP+ –Child Health Plan Plus
- 2.1.11. CMS – Centers for Medicare and Medicaid Services
- 2.1.12. CO – Colorado
- 2.1.13. COE – Center of Excellence
- 2.1.14. CORA –Colorado Open Records Act, C.R.S. §24–72–200.1, et. seq.
- 2.1.15. COTS – Commercial Off The Shelf
- 2.1.16. CRM – Customer Relationship Management
- 2.1.17. C.R.S. – Colorado Revised Statutes
- 2.1.18. CPI – Consumer Price Index
- 2.1.19. CPI-U – CPI for all urban consumers
- 2.1.20. EPMO – The Department’s Enterprise Project Management Office
- 2.1.21. ESI – Enterprise Solution Integration
- 2.1.22. EVV – Electronic Visit Verification
- 2.1.23. FAO – Fiscal Agent Operations
- 2.1.24. GPS – Global Positioning System
- 2.1.25. HIPAA – Health Insurance Portability and Accountability Act of 1996, as amended.
- 2.1.26. HL7 – Health Level Seven International
- 2.1.27. iOS – iPhone Operating System
- 2.1.28. ITN – Invitation to Negotiate
- 2.1.29. JV – Jurisdictional View
- 2.1.30. KPI – Key Performance Indicators

- 2.1.31. MES – Medicaid Enterprise Solutions
- 2.1.32. MFCU – the Colorado Medicaid Fraud Control Unit in the Colorado Department of Law
- 2.1.33. MITA – Medicaid Information Technology Architecture
- 2.1.34. MMIS – Medicaid Management Information System
- 2.1.35. MVV – Mobile Visit Verification
- 2.1.36. O&M – Operations and Maintenance
- 2.1.37. OCM – Organizational Change Management
- 2.1.38. OIT – Governor’s Office of Information Technology
- 2.1.39. OAPD – Operational Advanced Planning Document
- 2.1.40. OPS – Open Pluggable Specifications
- 2.1.41. PA – Prior Authorization
- 2.1.42. PCI – Payment Card Information
- 2.1.43. PCMP – Primary Care Medical Provider
- 2.1.44. PHI – Protected Health Information
- 2.1.45. PII – Personally Identifiable Information
- 2.1.46. PMBOK – Project Management Body of Knowledge
- 2.1.47. PMP – Project Management Plan
- 2.1.48. POA&M – Plan of Action & Milestones
- 2.1.49. QMP – Quality Maintenance Payment
- 2.1.50. RFP – Request for Proposal
- 2.1.51. SCR – System Change Request
- 2.1.52. SFY – State Fiscal Year
- 2.1.53. SLA - Service Level Agreement
- 2.1.54. SOC Audit – System and Organization Controls Audit
- 2.1.55. SOW – Statement of Work
- 2.1.56. TPL – Third Party Liability
- 2.1.57. TVV – Telephonic Visit Verification
- 2.1.58. UAT – User Acceptance Testing
- 2.1.59. U.S.C. – United States Code
- 2.1.60. 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, unless such resolution materially negatively affects Contractor. If the Contractor disagrees with the Department's resolution, the Contractor shall utilize dispute resolution process in §14 of the Base Contract.
- 1.4. The Contractor shall inform the Department on current trends and issues in the healthcare marketplace and provide information on new technologies in use that may impact the Contractor's responsibilities under this Contract.
- 1.5. The Contractor shall maintain complete and detailed records of all meetings, system development life cycle documents, presentations, project artifacts, and any other interactions or Deliverables 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 deliverable template 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 ten Business 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 and/or Contract. 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.
 - 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 and Contract, including all changes directed by the Department, the Department, to the extent the Deliverable fails to meet such acceptance criteria, will notify Contractor of its acceptance of the Deliverable in writing where such notification shall occur within five business 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 ensure that all Deliverables are complete, accurate, easy to understand and meet the mutually agreed upon content, as described herein. Contractor shall provide Deliverables that, at a minimum, are responsive to the specific requirements for that Deliverable, organized into a logical order, contain accurate spelling and grammar, are formatted uniformly, and contain accurate information and correct calculations. Contractor shall retain all draft and marked-up documents and checklists utilized in reviewing Deliverables for reference as directed by the Department.
- 1.6.3. In the event any due date for a Deliverable falls on a day that is not a Business Day, the due date shall be automatically extended to the next Business Day, unless otherwise directed by the Department.
- 1.6.4. All due dates or timelines that reference a period of days, months or quarters shall be measured in Business Days. 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 the Contractor shall ensure that all documents or files delivered to the Department are completely transferrable and reviewable, without error, on the Department's systems.

1.9. Transmittals

- 1.9.1. 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:

- 1.9.1.1. The date the transmittal will be effective.
- 1.9.1.2. Direction to the Contractor regarding performance under the Contract.
- 1.9.1.3. A due date or timeline by which the Contractor shall comply with the direction contained in the transmittal that is consistent with what has been previously agreed upon between the Department and the Contractor after due consideration to the applicable content of the transmittal and its implications to Contractor from a staffing and solutioning perspective.
- 1.9.1.4. The signature of the Department employee who has been designated to sign transmittals.
- 1.9.1.4.1. 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.

- 1.9.2. 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.

- 1.9.2.1. 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.
- 1.9.3. 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.
- 1.9.4. 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.
- 1.9.5. 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.
- 1.9.6. The Contractor shall retain all transmittals for reference and shall provide copies of any received transmittals upon request by the Department.
- 1.10. Initiation Kickoff
 - 1.10.1. With input from the Department, the Contractor shall complete all of the following during the transition:
 - 1.10.1.1. Schedule and facilitate a Kickoff Meeting that includes the following:
 - 1.10.1.1.1. Key Personnel.
 - 1.10.1.1.2. Department Leadership.
 - 1.10.1.1.3. Department Project Team Members.
 - 1.10.1.1.4. Any other relevant and needed persons or organizations.
 - 1.10.1.2. Develop Kickoff Meeting materials and an agenda that contains, at a minimum, the following:
 - 1.10.1.2.1. Initial timelines for starting the Work and creating initial Deliverables.
 - 1.10.1.2.2. Establishment of Communication channels.
 - 1.10.1.2.3. Transmission methods and specific Deliverable templates or requirements.
 - 1.10.1.2.4. Any other item required for clarity.
 - 1.10.1.3. Prepare Kickoff Meeting Minutes and deliver them to the Department.
 - 1.10.1.3.1. DELIVERABLE: Kickoff Meeting Agenda & Materials
 - 1.10.1.3.2. DUE: Within three Business Days after the Kickoff Meeting
- 1.11. Performance Reviews
 - 1.11.1. The Department may conduct performance reviews or evaluations of the Contractor in relation to the Work performed under the Contract.
 - 1.11.2. 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.

1.11.3. 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.

1.11.4. The Department may conduct these performance reviews or evaluations at any point during the term of the Contract.

1.12. Renewal Options and Extensions

1.12.1. 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 reprocur the performance of the Work in its sole discretion.

1.12.2. 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.

1.12.3. 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.

1.13. Department System Access

1.13.1. 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.

1.13.2. The Contractor shall be responsible for any costs associated with obtaining and maintaining access to systems needed to perform the Work under this Contract. The Department will not reimburse the Contractor for any costs associated with obtaining and maintaining access to Department systems.

1.14. Provider Fraud

1.14.1. 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.

1.14.2. Upon identification or suspicion of possible Provider Fraud, the Contractor shall complete the Contractor Suspected Fraud Written Notice Form provided by the Department.

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

1.14.2.1.1. Written documentation of the findings.

1.14.2.1.2. Information on any verbal or written reports.

1.14.2.1.3. 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.

- 1.14.2.1.4. Information on the identification of any affected visit data that has been discovered.
- 1.14.2.1.5. Any visit data associated with its report (in a mutually agreed upon format, if possible).
- 1.14.2.1.6. Any additional information as required by the Department.
- 1.14.3. 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.
- 1.14.3.1. 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 or the MFCU.
- 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 or the MFCU's request, unless the Department or MFCU provides for a different period in its request.
- 1.15. Member Fraud
 - 1.15.1. 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.
 - 1.15.2. Upon identification or suspicion of possible Member Fraud, the Contractor shall complete the Contractor Suspected Fraud Written Notice Form provided by the Department.
 - 1.15.2.1. For each incident of identified or suspected Member Fraud, Contractor shall provide all of the following, at a minimum:
 - 1.15.2.1.1. All verbal and written reports related to the suspected fraud.
 - 1.15.2.1.2. 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.
 - 1.15.2.1.3. Information on the identification of any affected visit data that have been discovered.
 - 1.15.2.1.4. Any visit data associated with its report in a format agreed to by the Department.
 - 1.15.2.1.5. Any additional information as required by the Department.
 - 1.15.3. 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.
 - 1.15.3.1. DELIVERABLE: Completed Contractor Suspected Fraud Written Notice Form
 - 1.15.3.2. DUE: Within three Business Days following the initial discovery of the Fraud or suspected Fraud
 - 1.15.4. Contractor shall revise or provide additional information related to the Contractor Suspected Fraud Written Notice Form as requested by the Department.

- 1.15.4.1. DELIVERABLE: Contractor Suspected Fraud Written Notice Revisions and Additional Information
- 1.15.4.2. DUE: Within three Business Days following the Department's request, unless the Department provides for a different period in its request.
- 1.16. State of Colorado Information Technology Requirements
- 1.16.1. Contractor shall adhere to all State of Colorado Information Technology Security and Privacy requirements that are relevant to the Contract outlined in Exhibit H, Information Technology Provisions.

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. In the event of an emergency incident (as classified as a data breach, security incident, or system failure), the Contractor shall make required personnel it deems necessary available outside of normal business hours.
- 2.1.2. Contractor's Key Personnel and as needed Other Personnel shall be available for all regularly scheduled meetings between Contractor and the Department.
- 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 planning, discussions on program development, and updates to problem resolution.
- 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 if mutually agreed upon 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. Key personnel include:
 - 2.2.1.1. Customer Success Manager (Account Manager)
 - 2.2.1.2. Technical Account Manager
- 2.2.2. The Contractor shall obtain Department review and approval of the Resource Management Plan and materials and any subsequent updates.

- 2.2.3. The Contractor shall adhere to the approved Resource Management plan, ensuring that Key Personnel roles are always filled. Key Personnel shall not be removed or replaced by 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 thirty 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 forty-eight hours of notice.
- 2.2.8. The Contractor shall fill any vacant Key Personnel role position within sixty days of the vacancy unless otherwise approved by the Department.
- 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 ten 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 established by the Department.
- 2.2.11. The Contractor represents and warrants that it conducts thorough background checks on its employees. The Contractor shall provide an attestation ensuring employee's working on the account have completed background security check 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 via virtual meeting 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 Contractor's Subcontractors for the services under the Contract.
- 2.2.15. The Contractor shall obtain Department approval for all Subcontractors engaged after award of the Contract using an agreed-upon approval process.
- 2.2.16. For staff roles that are not designated to be on-site or local, they shall be located within the United States and United States Territories.
- 2.2.17. The Key Personnel named shall, at minimum, possess the following qualifications, unless otherwise agreed to by both Parties:
 - 2.2.17.1. At least five (5) years of experience in the particular named service (e.g., account management, compliance management, systems management, etc.) preferably within in the health care industry; or related field and practice.

- 2.2.17.2. Demonstrated experience and knowledge of industry standard and best practices pertaining to enterprise level programs.
- 2.2.17.3. At least three years of experience in performing similar services on complex systems-based modern technology or operational systems
- 2.2.17.4. Preferred experience in healthcare technology, service delivery, and/or practical experience in related healthcare concepts.
- 2.2.18. 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.
- 2.2.19. 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.
 - 2.2.19.1. Customer Success Manager (Account Manager)
 - 2.2.19.1.1. The Contractor shall designate a Customer Success Manager (Account Manager) for all phases of the contract, starting upon the Contract effective date. This position's responsibilities include:
 - 2.2.19.1.1.1. Serving as Contractor's primary point of contact for the Department.
 - 2.2.19.1.1.2. Ensuring the completion of all Work in accordance with the Contract's requirements. This includes, but is not limited to, ensuring the accuracy, timeliness and completeness of all work.
 - 2.2.19.1.1.3. Ensuring proper staffing levels throughout the term of the Contract.
 - 2.2.19.2. Technical Account Manager
 - 2.2.19.2.1. The Contractor shall designate a Technical Account Manager for all phases of the contract, starting upon Contract effective date. The Technical Account Manager shall have the following qualifications. The Technical Account Manager shall be responsible for all of the following:
 - 2.2.19.2.1.1. Provide guidance on system capabilities/functionalities
 - 2.2.19.2.1.2. Collaborate on new processes
 - 2.2.19.2.1.3. Communicate overall technical status with the Department
- 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. Contractor shall provide additional Other Personnel to the State at no cost upon its determination such resources are necessary to perform the Work.
 - 2.3.2. 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:
 - 2.3.2.1. Contractor shall not subcontract more than 40% of the Work.

- 2.3.2.2. Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the Department.
- 2.3.2.2.1. DELIVERABLE: Name of each Subcontractor and items on which each Subcontractor will work
- 2.3.2.2.2. DUE: The later of 30 days prior to the Subcontractor beginning work or the Effective Date
- 2.3.2.3. The Contractor shall obtain prior consent and written approval for any use of Subcontractor(s).

3. INFORMATION TECHNOLOGY RELATED REQUIREMENTS

3.1. Colorado Information Security Policy (CISP) Compliance

- 3.1.1. Contractor shall assess its compliance with the CISPs, in effect at the time of the assessment, issued by the Governor's Office of Information Technology ("OIT") posted at www.oit.state.co.us/about/policies under Information Security.
- 3.1.2. For the purposes of reviewing and assessing compliance with the CISPs, the Contractor shall consider itself to be both the Information Technology Service Provider (ITSP) and Business Owner.
- 3.1.3. Contractor shall deliver to the State the signed CISP Attestation, on a form provided by the Department, indicating that Contractor has assessed its compliance with the CISPs and has developed a plan to correct, in a timely manner, any security vulnerabilities identified during the assessment.
 - 3.1.3.1. DELIVERABLE: CISP Attestation
 - 3.1.3.2. DUE: Within 30 Business Days after the Effective Date
- 3.1.4. Contractor shall assess its compliance with the CISPs on an annual basis and deliver to the State the signed CISP Attestation, on a form provided by the Department.
 - 3.1.4.1. DELIVERABLE: Annual CISP Attestation
 - 3.1.4.2. DUE: Annually, by June 30th of each year
 - 3.1.4.3. Contractor shall cause its Subcontractors to comply with the CISPs and to assess their compliance on at least an annual basis. If any Subcontractor's assessment determines that the Subcontractor is not in compliance, then Contractor shall ensure that Subcontractor corrects, in a timely manner, any security vulnerabilities identified during the assessment.
- 3.1.5. Health and Human Services HIPAA Security Rule Risk Assessments
 - 3.1.5.1. Contractor shall deliver to the State a signed Initial HHS Attestation, on a form provided by the Department, indicating that Contractor has conducted a risk assessment of its operations related to the services provided under this Contract that satisfies the requirement of 45 CFR. §164.308(a)(1)(ii)(A) (the "HIPAA Security Rule"), and that Contractor has developed a plan to correct, in a timely manner, any vulnerabilities in administrative, technical, or physical safeguards identified during the assessment.
 - 3.1.5.1.1. DELIVERABLE: Initial HHS Attestation
 - 3.1.5.1.2. DUE: Within 30 Business Days after the Effective Date

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

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

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

1. Options

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

2. Required Provisions

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

3. Option Effective Date

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

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

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Contract or Purchase Order 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 Purchase Order, or any attachments or exhibits incorporated into and made a part of the Contract or Purchase Order, the provisions of these Federal Provisions shall control.

2. COMPLIANCE.

- 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.

3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID REQUIREMENTS.

- 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.
- 3.2. Unique Entity ID. Contractor shall provide its Unique Entity ID to its Recipient, and shall update Contractor's information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. CONTRACT PROVISIONS REQUIRED BY UNIFORM GUIDANCE APPENDIX II TO PART 200.

- 4.1. **Contracts for more than the simplified acquisition threshold**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The simplified acquisitions threshold is \$250,000
- 4.2. **All contracts in excess of \$10,000 must address termination for cause and for convenience** by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

- 4.3. **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 must 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.”
- 4.4. **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.
- 4.5. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 4.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or 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 agreement,” the recipient or 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 Agreements,” and any implementing regulations issued by the awarding agency.
- 4.7. **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).
- 4.8. **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.
- 4.9. **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.
- 4.10. **Prohibition on certain telecommunications and video surveillance services or equipment §2 CFR 200.216**
 - 4.10.1. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
 - 4.10.1.1. Procure or obtain;
 - 4.10.1.2. Extend or renew a contract to procure or obtain; or
 - 4.10.1.3. Enter into a contract (or extend a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered

telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- 4.11. **Contracts with small and minority businesses, women's business enterprises, and labor surplus area firms. (2 CFR §200.321).** The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 4.12. **Domestic preferences for procurements. (2 CFR §200.322)** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 4.13. **Procurement of recovered materials. (2 CFR §200.323)** A non-Federal entity that is a state agency or agency of a political subdivision of a state and 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.

5. EVENT OF DEFAULT.

- 5.1. 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.

EXHIBIT H, 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.

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"), including change management, project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>
- D. Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the State with scheduled access for the purpose of inspecting and monitoring access and use of State Records, maintaining State systems, and evaluating physical and logical security control effectiveness.
- E. Contractor shall perform background checks on all of its respective employees and agents performing services or having access to State Records provided under this Contract. A background check performed during the hiring process shall meet this requirement. Contractor shall perform a background check on any employee if the Contractor becomes aware of any reason to question the employability of an existing employee. Contractor shall require all Subcontractors to meet the standards of this requirement.
 - i. Upon request, Contractor shall provide notice to a designated representative for the State indicating that background checks have been performed. Such notice will inform the State of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.
 - ii. If Contractor will have access to Federal Tax Information under the Contract, Contractor shall agree to the State's requirements regarding Safeguarding Requirements for Federal Tax Information and shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

2.DATA HANDLING

- A. Contractor may not maintain or forward these State Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the State. Contractor may not

maintain State Records in any data center or other storage location outside the 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 a mutually agreed upon timeframe, shall be encrypted and appropriately authenticated, and shall contain, without limitation, all State Records, Work Product, and documentation reasonably necessary for the State to access the download file.
 - ii. Upon the termination of Contractor's provision of data processing services, Contractor shall, as directed by the State, return all State Records provided by the State to Contractor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If any legal obligation imposed upon Contractor prevents it from returning or destroying all or part of the State Records provided by the State to Contractor, Contractor shall guarantee the confidentiality of all State Records provided by the State to Contractor and will not actively process such data anymore. Contractor shall not interrupt or obstruct the State's ability to access and retrieve State Records stored by Contractor.
- D. The State retains the right to use the established operational services to access and retrieve State Records stored on Contractor's infrastructure at its sole discretion and at any time. Upon request of the State or of the supervisory authority, Contractor shall submit its data processing facilities for an audit of the measures referred to in this Exhibit in accordance with the terms of this Contract.

3. DELIVERY AND ACCEPTANCE

- A. Contractor shall provide and maintain a quality assurance system for any Work, and a quality assurance system acceptable to the State for any Deliverables under this Contract (provided that the acceptance process specified in this Contract shall be acceptable), 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, subject to the State's acceptance mechanism as provided in this Section 3, and any applicable solicitation, bid, offer, or proposal from which this Contract results.
- B. Contractor shall provide and maintain a quality assurance system acceptable to the State for any Work or Deliverables under this Contract and shall provide to the State only such Work or Deliverables that have been inspected and found to conform to the specifications identified in this Contract and any applicable solicitation, bid, offer, or proposal from which this Contract results
- C. 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.

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

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 defect or material nonconformity, Contractor shall submit to the State in writing within 10 business days of the notice one or more recommendations for corrective action with sufficient documentation for the State to ascertain the feasibility, risks, and impacts of each recommendation. The State's remedy for such defect or material non-conformity shall be:
 - i. Contractor shall re-perform, repair, or replace such Work or Deliverable in accordance with any Contractor 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. If Contractor is unable to re-perform, repair, or replace the such Work Product or Deliverable, Contractor shall refund to the State all amounts paid for such Work or Deliverable, as well as pay to the State any additional amounts reasonably necessary for the State to procure alternative goods or services of substantially equivalent capability, function, and performance.
- C. Any Work or Deliverable delivered to the State as a remedy under this section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work or Deliverable. The duration of the warranty for any replacement or corrected Work or Deliverable shall run from the date of the corrected or replacement Work or Deliverable.

5. COMPLIANCE

- A. In addition to the compliance obligations imposed by the main body of the Contract,

Contractor shall comply with:

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

6. TRANSITION OF SERVICES

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

EXHIBIT I – PII CERTIFICATION

STATE OF COLORADO THIRD PARTY INDIVIDUAL CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have 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.

Signature: _____

Printed Name: _____

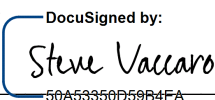
Date: _____

EXHIBIT I – 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, Steve Vaccaro, on behalf of
Sandata Technologies (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: 50A53350D50B4EA...

Printed Name: Steve Vaccaro

Title: President

Date: 04/25/2025 | 04:51 PDT

EXHIBIT J, EVV SYSTEM REQUIREMENTS AND SLAS

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

Req No.	Requirement Description
GEN.1 Regulatory Compliance: Compliance with federal (CMS, HIPAA, CFR, MITA), State, and industry rules, laws and standards.	
GEN.1-1	The Contractor shall maintain an infrastructure to ensure the System meets federal and State regulatory requirements, which also includes the architectural, technical, security and privacy requirements, as well as business and functional requirements.
GEN.1-2	The Contractor shall document and demonstrate at least annually that the System meets Federal and State regulatory requirements using HITRUST CSF Certification.
GEN.1-3	The Contractor shall maintain core EVV capabilities to provide provider communications that meet the health literacy levels established by federal (National Institute for Health) and State guidelines for medical terms and descriptions.
GEN.1-4	The Contractor shall maintain core EVV capabilities to provide published content that meets 6th grade reading literacy levels on provider-facing materials.
GEN.2 Security and Privacy - Safeguarding data and protection of member identity.	
GEN.2-1	<p>The Contractor will provide HCPF our annual Information security and privacy policies to demonstrate our security and privacy controls which can be shared with other HCPF departments, including:</p> <ul style="list-style-type: none"> Access Control Awareness and Training Audit and Accountability Assessment, Authorization, and Monitoring Configuration Management Contingency Planning Identification and Authentication Incident Response Maintenance Media Protection Physical and Environmental Protection Planning Program Management Personnel Security PII Processing and Transparency Risk Assessment System and Services Acquisition System and Communications Protection System and Information Integrity Supply Chain Risk Management
GEN.2-2	The Contractor shall maintain the EVV system capabilities so any user designated by the Department has a secure, role-based, single-sign-on user access.
GEN.2-3	The Contractor shall apply all security patches to any operating system and software in a timely manner in accordance with an organizational assessment of risk.
GEN.2-4	The Contractor shall maintain core EVV capabilities so an identified account administrator and authorized System user to securely assign access to System functions per program policy.
GEN.2-5	The Contractor shall maintain EVV capabilities to provide a module for authorized System users to edit, create, and implement role-based and group-based security at the individual data field for all authorized users.
GEN.2-6	The Contractor shall maintain EVV capabilities to provide privacy/litigation controls to indicate who has access to provider data contained within provider records.
GEN.2-7	The Contractor shall maintain EVV capabilities so authorized System users can view, in real time, screens and information being viewed by other System users.
GEN.3 Audit Trail - The auditing of system/user actions, including tracking, reporting, and maintenance of an audit trail for provider, claims, and reference data.	
GEN.3-1	The Contractor shall maintain EVV capabilities to maintain an audit trail of all actions performed on HCPF EVV records
GEN.3-2	The Contractor shall maintain EVV capabilities to track all users accessing the System and maintain records of the information the user viewed.
GEN.3-3	The Contractor shall have audit capabilities so the entire audit trail of screens accessed and the user who accessed them is available.
GEN.3-4	The Contractor shall offer audit capabilities so all changes and actions made to System fields are recorded and the user who made the updates is available and an audit trail is maintained.
GEN.3-5	The Contractor shall offer audit capabilities so audit trails use human readable content with code use or abbreviations that are defined to describe the actions.

Req No.	Requirement Description
GEN.3-6	The Contractor shall offer audit capabilities so all changes and actions made to provider record fields are recorded and the user who made the updates is available and an audit trail is maintained.
GEN.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 EVV capabilities to support management reports and analysis in accordance with an approved Operations Procedures Plan.
GEN.4-2	The Contractor shall maintain responsibility to keep all records involving matters of litigation for the agreed-upon time period.
GEN.4-3	The Contractor shall maintain EVV capabilities to ensure data maintained by the System is correctly and routinely purged, archived, and protected from destruction according to procedures defined in the approved Operations Procedures Plan.
GEN.4-4	The Contractor shall maintain the EVV system so it can retain and archive media as specified in the Operations Procedures Plan.
GEN.4-5	The Contractor shall maintain EVV capabilities so it provides online access to documents and files for a configurable time parameter, as defined the in the approved Operations Procedures Plan.
GEN.5 Workflow Management - Ensures the right information is collected before moving to the next screen(s).	
GEN.5-1	The Contractor shall maintain core EVV capabilities so the workflow engine and system configuration as determined by the approved Business Rules document supports supervisory functions for workflow management.
GEN.5-2	The Contractor shall maintain core EVV capabilities so the workflow engine and system configuration as determined by the approved Business Rules document provides the ability to assign authorized System users and manage capacity levels to authorized users.
GEN.5-3	The Contractor shall maintain EVV capabilities in order for the workflow engine to provide an automatic real time update process as tasks are completed.
GEN.5-4	The Contractor shall maintain core EVV capabilities so the workflow engine creates real time alerts when EVV required data is missing or a visit is not taking place as scheduled, specific to program requirements.
GEN.5-5	The Contractor shall provide training materials which may include videos, online reference guides, articles, and reference information for all users of the EVV system as part of the Contractors' customer portal.
GEN.5-6	The Contractor shall maintain core MMIS capabilities so the workflow engine provides authorized System users the ability to monitor, intervene in, and resolve rules based action or unexpected failures.
GEN.5-7	The Contractor shall maintain core EVV capabilities so the workflow engine and system configuration as determined by the approved Business Rules document supports workflow access, assignments, and execution for essential components of the business processes.
GEN.6 Data Management: The management, security, configuration, integrity, validity, naming, structure, and accessibility/availability of data within the system.	
GEN.6-1	The Contractor shall maintain EVV capabilities for secure and reliable data exchanges across all internal and external systems.
GEN.6-2	The Contractor shall maintain core EVV capabilities to accommodate data changes for State, federal, and administrative and clinical data structures/elements. Any data changes post approved Business Rules will be addressed via the change request process.
GEN.6-3	The Contractor shall maintain core MMIS capabilities to provide access to business processes for all authorized System users and business partners.
GEN.6-4	The Contractor shall provide and maintain documentation for all structured data in the System (the database).
GEN.6-5	The Contractor shall maintain EVV capabilities for role-based authorized System user profiles to allow direct data entry into the System.
GEN.6-6	The Contractor shall maintain or improve EVV and any supporting services so data management operations and practices: - 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 or improve responsibility for the following: - Data Confidentiality – prevent disclosure to unauthorized persons or systems. - Data Integrity – data cannot be modified undetectably. - Data Availability – access is not inappropriately blocked or denied. - Data Authenticity – validation of transactions. - Data Security – encryption and Department approved security protocols and processes. - Non-repudiation of Data – parties to a transaction cannot deny their participation in the transaction
GEN.6-8	The Contractor shall maintain or improve the EVV capability to allow viewing of raw interface files for up to one hundred and twenty (120) calendar days.
GEN.6-9	The Contractor shall maintain or improve the responsibility to archive raw interface files after one hundred and twenty (120) calendar days and maintain for up to six months.
GEN.7 System Reporting: Standard, ad hoc and customizable, system monitoring and assessment reporting.	

Exhibit J, EVV REQUIREMENTS AND SLAS

Req No.	Requirement Description
GEN.7-1	The Contractor shall maintain EVV capabilities to generate a summary of historical file transfers.
GEN.7-2	The Contractor shall maintain or improve the production of all required reports in a timely fashion to meet the report's delivery timeline, using current and accurate data.
GEN.8 System Performance: Ensuring the availability of the system and minimizing unscheduled downtime.	
GEN.8-1	The Contractor shall maintain EVV capabilities to support use of tools that deliver asynchronous communication, and timely alerts and notifications.
GEN.8-2	<p>The Contractor shall maintain EVV capabilities to ensure unscheduled downtime (defined as any time the user cannot access the System or carry out business functions) due to any failure is limited. Failures include:</p> <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. - Web Portal not available for use at all times except during periods of scheduled downtime. - Authorized System users unable to create, process or store reports.
GEN.9 Interface Establishment and Maintenance: The sending/receiving, storage, transformation, and interoperability of data between EVV and all interfacing systems necessary	
GEN.9-1	<p>The Contractor shall provide the Universal Data Dictionary to improve EVV data layout documentation, data dictionary, data mapping crosswalk, inbound/outbound capability, and frequency for all interfaces. Data dictionary shall be developed using industry best practices identified and cited by the Contractor and approved by the Department.</p> <p>At a minimum, the data dictionary shall contain for each field:</p> <ul style="list-style-type: none"> • Human readable/"plain English" field name. • A field description. • Database field name. • Field Type and length. • Original field source <p>HCPF program code descriptions and data elements are defined and maintained in the HCPF Business Rules Document and approved by HCPF.</p>
GEN.9-2	The Contractor shall maintain core EVV capabilities to support a data interface/data exchange with the Department and other entities as defined and documented in the HCPF approved Business Rules.

EXHIBIT J, EVV REQUIREMENTS AND SLAS

SLA No.	SLA Category	QMP (Y/N)	SLA Description
SLA.01	System Performance SLA	Y	No mission critical services (Priority 1 as described in an approved Business Continuity and Disaster Recovery Plan) were interrupted during the month. The Contractor is to maintain a 99.9% monthly uptime standard.
SLA.02	Operational SLA	Y	Adhere to the following communication timeframes as to phone and email communications from the Department to the Contractor according to urgency level with an acknowledgement and a resolution or resolution plan as documented in the Communication Management Plan: - Respond to routine communications within twenty-four (24) hours (one business day). - Respond to semi-urgent communications within six (6) hours. - Respond to urgent communications within one (1) hour.
SLA.03	Customer Support SLA	Y	The Contractor shall provide a Monthly EVV Customer Care Help Desk Report due Monthly, Ten (10) days After the Close of the Previous Month. The data reporting format and components of the Monthly EVV Customer Support help Desk Report shall be based upon a mutually agreed upon set of reporting criteria, but must include at a minimum all of the following data points from the previous month: Total number of calls received, total number and percentage of abandoned calls, average time to answer, average call length, percentage of calls answered within 60 seconds, call reasons, call outcomes/resolution, and call center survey feedback/results.
SLA.04	Call Center SLA	Y	Less than 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. An abandoned call is defined as when a caller does or does not connect with an agent and intentionally or unintentionally ends their call with the call center. The Department will pay any earned QMP
SLA.05	Call Center SLA	Y	The Average Speed to Answer (ASA) 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 60 seconds 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 an 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. The Department will pay any earned QMP monthly.
SLA.06	Call Center SLA	Y	The percentage of calls answered in 60 seconds or less must be equal to or greater than 90% of total calls to the call center during each business month. An "Answer" shall be defined as a live agent talking to a caller, and not as a machine communicating with a caller. The Department will pay any earned QMP monthly.
SLA.07	Call Center SLA	Y	Contractor shall have an average score of 8.25 or higher for both Experience and Effort scores, measured annually. Any particular month with less than 20% response rate for both scores shall be excluded from the overall calculation. The Department will pay any earned QMP monthly, contingent upon Sandata meeting the performance metrics outlined in this SLA. Monthly performance reports shall be made available to the Department via Sandata's BI tool, detailing the CSAT scores. This SLA will be reviewed annually or as needed to ensure it continues to meet the needs of the Department and supports Sandata's ability to provide high-quality service.
SLA.08	Call Center SLA	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 the 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. The Department will pay any earned QMP monthly.
SLA.09	System Performance SLA	Y	All unscheduled System downtime is reported to the Department within thirty (30) minutes of when the incident begins. The Contractor will put unscheduled downtime notification on its' system status page for real time notifications as well as communications out to all customers.
SLA.10	Operational SLA	Y	The Contractor shall notify and provide an updated data dictionary and file layout outlining any new data model changes (e.g. add/update/delete fields, add/update/delete tables) to the Department and the EDW vendor to review and provide comments to any proposed changes to the file layouts at least 30 calendar days prior to implementation. The Contractor shall also notify the Department prior to any changes to data or data structures, at least 30 days prior to the change
SLA.11	Operational SLA	N	The Contractor shall provide the BC/DR test results and recommended revisions to the Department annually as defined in the Contractor's BC/DR Plan(s).

EXHIBIT J, EVV REQUIREMENTS AND SLAS

SLA No.	SLA Category	QMP (Y/N)	SLA Description
SLA.12	Operational SLA	N	The Contractor shall support the current version and two prior versions of these major web browsers: Edge, Safari, Google Chrome, Firefox.
SLA.13	Operational SLA	N	The Contractor shall fill all vacancies within sixty (60) business days for turnover in Key Personnel and staff. The Contractor will ensure the Department is fully informed on any staffing revisions and timelines.
SLA.14	Infrastructure SLA	Y	The Contractor shall respond to all Priority 1 Application Incidents defined as: All users are impacted and there is no reasonable workaround. The Contractor will provide a response to the Department within 30 minutes and a resolution within two (2) hours. If unable to resolve the incident within the time frame, the Contractor will provide a status update hourly until the incident is resolved. The Contractor will provide a Root Cause Analysis (RCA) within five (5) business days of resolution.
SLA.14.1	Infrastructure SLA	Y	The Contractor shall respond to all Priority 2 Incidents defined as: Vital business operations are impacted, slowed or hampered, but there is a viable workaround that permits the continued use of the EVV system. The Contractor will provide a response within one (1) hour and a resolution within four (4) hours. If unable to resolve the incident within the time frame, the Contractor will provide a status update hourly until the incident is resolved. The Contractor will provide a Root Cause Analysis (RCA) within five (5) business days of the resolution.
SLA.14.2	Infrastructure SLA	Y	The Contractor shall respond to all Priority 3 Incidents defined as: The System is operational with minor user impacts affecting some but not all users and a reasonable workaround is available. The Contractor will provide a response within eight (8) hours and a resolution within 24-48 hours. If unable to resolve the incident within the time frame, the Contractor will provide a status update every four (4) hours until the incident is resolved.
Production Support SLA's - Upon opening a Zendesk ticket with the Contractor, the metric of tracking a ticket starts once the ticket has been submitted and received by the Contractor. If a JIRA ticket is required, the Technical TAM shall complete the required fields and information needed for the production team, create the ticket and links to the Zendesk case. This process shall be completed within one Business Day of obtaining all required information.			
SLA.15	Production Support	Y	For customer support tickets that are classified as Urgent, defined as critical production confidentiality, integrity, and/or availability (CIA) issues affecting all users with no workaround available, the Contractor shall respond in 1 hour or less and resolve the issue within 24 hours. Severity - Critical: Critical Issue that must be remediated immediately, no work arounds exist. Examples: System down and/or unavailable. Customer down, unable to access visit capture and/or recording unavailable. Data/security incident with external exposure. Data interruption, deficiency, and/or defect. IMPACT: Global and/or all customers within a specific EVV Program.
SLA.15.1	Production Support	Y	For customer support tickets that are classified as High, defined as major functionality is impacted, or performance is significantly degraded. Issue is persistent and affects many users and/or major functionality. No reasonable workaround is available. The Contractor shall respond within 4 hours and resolve the issue within an average of five business days. Severity - Medium: Issue will be remediated as soon as possible; work around exists but could be burdensome. Examples: Customer payment, billing and/or claims ability impacted. Data interruption, deficiency, and/or defect. Partial system impact, unavailable, and/or data blocked from intake (API). Data blocked from output (API or file transfer). System usability impacted (performance). IMPACT: Global, all customers within a specific EVV program, and/or a subset of customers within a specific EVV program.

EXHIBIT J, EVV REQUIREMENTS AND SLAS

SLA No.	SLA Category	QMP (Y/N)	SLA Description
SLA.15.2	Production Support	Y	For customer support tickets that are classified as Normal, defined as System performance issue or bug affecting some but not all users; and a reasonable workaround is available; the Contractor shall respond in one business day and resolve the issue within an average of 15 business days. Severity - Low: Issue will be remediated no later than the end of the following product release or iteration unless a work around exists. Examples: Browser incompatibility, feature/functionality within the system impacted, and/or a foreign language no available in the application. Data interruption, deficiency, and/or defect. IMPACT: Some users and/or a subset of users within a specific EVV program.
SLA.15.3	Production Support	Y	For customer support tickets that are classified as Low, defined as an inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation and/or configuration; and a reasonable workaround available, the Contract shall respond in three business days and resolve the issue within an average of 20 business days.
SLA.15.4	Production Support	N	The following exclusions apply based on the ticket types associated with the resolution timeline:
SLA.15.4.1	Production Support	N	Production Support Tickets: When a ticket is escalated beyond the Customer Support team into Product and Engineering, for development efforts that are associated with a software release, extended durations beyond the SLA may apply. In these instances, Licensor will assign a development ticket number for tracking and will keep the Licensee apprised of the production support escalation, SDLC process for resolution, and estimated software release date. This does not apply to JIRA tickets.
SLA.15.4.2	Production Support	N	Alternate EVV: When Alternate EVV (Alt EVV) tickets rely upon the correspondence from Alt EVV vendors to provide information, testing of data, and further technical details that is outside the direct control of Licensor and Licensor's support team, the timeline for resolution begins once Licensor has received the information necessary to identify and resolve the issue.
SLA.15.4.3	Production Support	N	Third Party Outages: Outages due to a 3rd party which is outside the control of Licensor, such as Internet carriers and AWS.
SLA.15.4.4	Production Support	N	State Dependencies: In cases where a ticket resolution is dependent on the Customer (e.g., agency changes to be passed through the customers Provider File), Licensor shall note such instance in the ticket and inform the Licensee of the dependency. The resolution timeline period (based upon the severity level) will start once Licensor receives the information/resolution from the Licensee. For tickets submitted by HCPF only, Sandata will follow a different support path as those tickets will be created by the HCPF Account Team CSM and TAM) at the time of the defined issue the account team and HCPF will work together to determine the severity of the ticket based on the identified issue, impact and severity definition. Please note that this process may delay the opening of a ticket into Zendesk as agreement will need to be reached prior to submitting the ticket to prevent retroactive adjustment. Retroactive assessment of SLA penalty may not be assessed if priority and/or severity were changed after the ticket was opened. For JIRA Support tickets that are opened based on HCPF level requests and/or identified issues, Sandata will use leverage the same process as described by having those tickets created through the HCPF Technical Account Manager (TAM). Sandata also included a provision within the Production Support SLA that references working with HCPF in the establishment and/or elevation of the severity level: "Timeline for resolution reporting and assessment for SLA will be based on when the JIRA is created and the established or elevated Severity level by Sandata and/or CO HCPF. Retroactive assessment of SLA penalty may not be assessed if priority and/or severity were changed after the ticket was opened."
SLA.16	Production Support	N	The following will only apply to CO HCPF tickets that have been escalated outside of customer support (tier one, tier two, tier three) directly to engineering and are associated with a JIRA.
SLA.16.1	Production Support	Y	For JIRA tickets that are critical, defined as a complete outage to a system, application, or interface. An issue that needs to be addressed immediately. Such an issue causes a full outage or makes a critical function of the product to be unavailable for everyone, without any known workaround. Critical JIRA's will be resolved within an average of one day.

EXHIBIT J, EVV REQUIREMENTS AND SLAS

SLA No.	SLA Category	QMP (Y/N)	SLA Description
SLA.16.2	Production Support	Y	For JIRA tickets that are medium, defined as a major outage affecting much of a particular system, application, or interface; may have a workaround that is partial or overly burdensome to the customer(s). Medium JIRA's will be resolved within an average of seven business days.
SLA.16.3	Production Support	Y	For JIRA tickets that are low, defined as a minor outage or impairment with an acceptable workaround that is not partial or overly burdensome. Low JIRA's will be resolved within an average between 14 days and maximum of 30 days (next production release based on timing).
SLA.16.4	Production Support	N	Timeline for resolution reporting and assessment for SLA will be based on the date the JIRA is created and the established or elevated Severity level by Sandata and/or CO HCPF. Retroactive assessment of SLA penalty may not be assessed if priority and/or severity were changed after the JIRA ticket was opened.
SLA.16.5	Production Support	N	Dependencies for critical information from third parties (non-Sandata) ISP's, CO HCPF vendors, CO HCPF technical teams, additional requirements as applicable for resolution will pause the timeline associated with the SLA. <i>Example for Clarity: If in the case of a CO HCPF based dependency it takes 3 days to obtain the information needed, Sandata will subtract those 3 days from the SLA calculations.</i>
SLA.16.6	Production Support	N	Alternate EVV cases are excluded from this requirement.

EXHIBIT J, EVV REQUIREMENTS AND SLAS

Req No.	Requirement Description
EVV-1.0	The Contractor shall implement, operate, and maintain a 21st Century Cures Act (Cures Act)-compliant Electronic Visit Verification (EVV) system that is a visit scheduling and tracking system that employs controls within the delivery of home-based services.
EVV-1.1	The Contractor shall ensure the EVV core components include, but are not limited, to the following: the EVV modalities Mobile Visit Verification (MVV) application and Telephonic Visit Verification (TVV) technology, Provider EVV Portal, Jurisdictional View (JV) and System Reporting, and the Santrax Aggregator.
EVV-1.2	Within the Contractor's EVV system, the Contractor shall implement functionality that includes the visit verification and electronic documentation of the following: i. Type of Service(s) delivered; ii. Individual receiving the service(s); iii. Date of the service(s); iv. Location of the service(s) delivered; v. Individual providing the service(s); vi. Time the service(s) began and ended.
EVV-1.3	The Contractor shall make access to the EVV system available through two modalities: a Mobile Visit Verification (MVV) application and Telephonic Visit Verification (TVV) technology.
EVV-1.4	Reference Amendment 12-2018: The Contractor shall implement an MVV application that has features and functionality that include, at a minimum, the following:
EVV-1.4.1.	Employs global positioning system (GPS) technology.
EVV-1.4.2.	Provides for access to the MVV application on individual carrier-independent OPS-enabled devices, both iPhone Operating Systems (iOS) and Android devices.
EVV-1.4.3.	Provides access to the MVV application via a unique company identification, user name, and password. Upon user authentication, the MVV application should prompt caregivers to provide data about the visit.
EVV-1.4.4.	Records the identity of the Medicaid member as part of the check in process. GPS coordinates should be captured and compared to valid Medicaid member care location(s) within the EVV system to ensure that the caregiver is providing care to the appropriate Medicaid member.
EVV-1.4.5.	Records all caregiver check in/check out data for all visits as they occur. If the caregiver fails to enter all required data (i.e., forgets to check out, etc.), the EVV system shall automatically create an exception and flags the visit as incomplete.
EVV-1.4.6.	Provides for the input the service(s) provided during the visit and to record notes.
EVV-1.4.7.	Provides for and requires Medicaid members or their authorized representatives to approve visits at the point of care. Approval from the Medicaid member must be recorded via signature on the mobile application or via voice recording.
EVV-1.4.8.	Provides the ability to record visit data even when cellular and satellite connections are not available, i.e. rural areas of the state. The Contractor shall ensure the MVV application is able to capture the date, time, and OPS coordinates of the visit without requiring cellular or satellite connections and once a cellular connection is available, the visit information, including GPS coordinates, is transmitted to the EVV system. When a Wi-Fi connection is readily available, Contractor shall ensure the MVV application provides for visit data to safely and securely be transmitted and ensure all data is securely encrypted.

EXHIBIT J, EVV REQUIREMENTS AND SLAS

Req No.	Requirement Description
EVV-1.4.9.	Provides Americans with Disabilities Act (ADA)- compliant functionality that is available without requiring user hearing or user speech to access includes all of the following:
EVV-1.4.9.1.	An on-screen virtual keyboard for entering data in data entry fields.
EVV-1.4.9.2.	Accessibility features including text content, text input caret location, and text attributes.
EVV-1.4.9.3.	Zoomed feature and large text capabilities.
EVV-1.4.9.4.	Support for approved off-the-shelf headphones and speaker devices.
EVV-1.4.9.5.	Capability for the device being used to read a text element, as well as Company Identification, User Name, Password, and Client search fields with a talkback accessibility feature.
EVV-1.4.9.6.	Capability to make on-screen elements and controls visible.
EVV-1.4.9.7.	All graphic elements are programmatically tagged with alternative (ALT) text.
EVV-1.4.9.8.	Supports user-selected contrast and color selections.
EVV-1.4.9.9.	Consistent meaning assigned when bitmap images are used to identify controls, status indicators, or other programmatic elements.
EVV-1.4.9.10.	With the use of assistive technology, support the ability to access the information, field elements, and functionality required for completion and submission of electronic forms, including all directions and cues.
EVV-1.4.9.11.	Alerts the user and gives sufficient time to indicate more time is required via the Continue button of the Session Expiration screen of the mobile application. Application timeout and idle warning timeout functionality shall be configurable based on program rules provided by or approved by the Department.
EVV-1.4.9.12.	Provides a SwiftKey keyboard that has arrow key capabilities to navigate login screen.
EVV-1.5.	Mobile Visit application and telephony system functionality is available in the following languages: i. English; ii. Spanish; iii. Russian; iv. Somali; v. Mandarin Chinese; vi. Egyptian Arabic. If additional languages are required, the request to add will follow the change request process.
EVV-1.6.	As part of its EVV solution, the Contractor shall provide the following TVV Technology:
EVV-1.6.1.	The Contractor shall provide access to the EVV system 24 hours-a-day/7 days-a-week through a United States-based toll-free telephone number.
EVV-1.6.2.	The Contractor shall provide a toll-free number and shall ensure that the EVV system always accepts calls at the designated tollfree number. The Contractor shall provide the ability to complete a call if there is a system outage at either location and the alternate toll-free number is dialed.
EVV-1.6.3.	The Contractor shall implement TVV technology that has features and functionality that include, at a minimum, the following:
EVV-1.6.3.1.	Utilizes Automatic Number Identification (ANI) technology to identify the origination telephone number and is configured to not allow the origination telephone number to be blocked by the user.

EXHIBIT J, EVV REQUIREMENTS AND SLAS

Req No.	Requirement Description
EVV-1.6.3.2.	Utilizes the location from where the call originates to validate that telephone calls are from the Medicaid member's pre-identified phone number(s) during logging in and logging out. If the number called from does not match to any pre-identified phone numbers for the member, flags the number as an unknown Medicaid member exception.
EVV-1.6.3.3.	Records the number called from, the location of the call, date, time of day, the member's name, the caregiver's identification, and all caregiver check in/check out data for all visits as they occur. If the caregiver fails to enter all required data (i.e., forgets to check out, etc.), the EVV system shall automatically create an exception and flags the visit as incomplete.
EVV-1.6.3.4.	Provides access to the EVV system via a unique identifier and password. Upon user authentication, prompts users to provide data about the visit.
EVV-1.6.3.5.	Requires the user to properly call in and out of the system, conducts an ANI location identification and match, and determines that there are no identified exceptions based on program rules provided by or approved by the Department before notating the visit as verified.
EVV-1.7	The Contractor shall implement a Provider EVV Portal that has features and functionality that include, at a minimum, the following:
EVV-1.7.1.	Is a web-based administrative tool that can be used by provider agencies to monitor and manage all activity recorded in the EVV system.
EVV-1.7.2.	Provides each provider access to an individualized portal that has been configured based on program rules provided by or approved by the Department. Authorized users shall be able to view visits, address exceptions, edit information, and ensure each visit has been properly verified.
EVV-1.7.3.	Makes all home care visit data available to be reviewed and confirmed by provider agency staff, including validation of the electronic visit data and the ability to make approved corrections to errors.
EVV-1.7.4.	Automatically records all caregiver check in/check out data for all visits as they occur. If the caregiver fails to enter all required data (i.e., forgets to check out, etc.), the EVV system shall automatically create an exception and flags the visit as incomplete.
EVV-1.7.5.	Provides the capability for authorized users to make authorized corrections to a visit record or visit data and captures each correction, recording the date, time, identity of the user, and a reason code for why the correction is being made. Also makes all of this information readily available in the EVV system for audit trail purposes and through reporting.
EVV-1.7.6.	Allows providers to generate reports from a comprehensive suite of standard reports that can be generated daily as well as for a specific date range. Allows providers to access reports on-demand and allows for printing or downloading reports electronically in portable document format (PDF), Microsoft Excel, and comma separated values (CSV) formats. As standard report updates are made the contractor shall provide access to these updates to the Department.
EVV-1.8	The Contractor shall provide Jurisdictional View (JV) and System Reporting that has features and functionality that include, at a minimum, the following:

EXHIBIT J, EVV REQUIREMENTS AND SLAS

Req No.	Requirement Description
EVV-1.8.1.	Makes oversight capabilities available by providing integrated provider management tools, and reports for near real-time analysis and insight into the delivery of home care services.
EVV-1.8.2.	Provide the capability for EVV system reporting that is available on-demand and available in portable document format PDF, Microsoft Excel, and CSV formats, as selected by the user.
EVV-1.9.	Provide the functionality that provides users the ability to easily access pre-established reports on topics that include, at a minimum, the following :
EVV-1.9.1	Active Clients.
EVV-1.9.2	Active Employees.
EVV-1.9.3.	Call Listing.
EVV-1.9.4.	Call Summary.
EVV-1.9.5.	Provider Listing.
EVV-1.9.6.	Visit Listing.
EVV-1.9.7.	Visit Verification.
EVV-1.9.8.	Client Visit Summary.
EVV-1.9.9.	Detail Visit Status.
EVV-1.9.10.	Summary Visit Status.
EVV-1.9.11.	Visit Log.
EVV-1.9.12.	Visit Verification Activity Summary.
EVV-1.9.13.	Visit Verification Exception.
EVV-1.10.	The Contractor shall provide an EVV System Aggregator for providers using a third party EVV system, data interfaces to the EVV System Aggregator, and verification of successful interface between third party vendor and the EVV System Aggregator. The EVV System Aggregator shall have features and functionality that include, at a minimum, the following:
EVV-1.10.1.	Provides the ability for providers to use a third party EVV system for scheduling, visit verification, and transmitting data from a third-party system to the EVV Aggregator integrating EVV required EVV data.
EVV-1.10.2.	Provides a web portal that provides the ability for providers to view visit data
EVV-1.10.3	Provides a web portal that provides no show alerts, real-time data views, and reporting.
EVV-1.11.	The Contractor shall provide a Scheduling module that has features and functionality that include, at a minimum, the following:
EVV-1.11.1.	Allows providers to schedule and route staff.
EVV-1.11.2.	Matches providers' staffs' schedules to authorizations (if available) to ensure care is delivered in accordance with the care plan.
EVV-1.11.3.	Provides alerts if providers' staffs do not report for an appointment.
EVV-1.12	The Contractor shall provide training materials for provider agency EVV users. The types of documentation materials available, may include, but not limited to:

EXHIBIT J, EVV REQUIREMENTS AND SLAS

Req No.	Requirement Description
EVV-1.12.1.	System User Guides.
EVV-1.12.2.	E-learning Training Content, which may include system demo s, interactive training simulations, and online quizzes.
EVV-1.12.3.	Quick Reference Guides/Cards.
EVV-1.12.4.	Caregiver guides or Job Aid
EVV-1.12.5.	Training Presentation Decks used in instructor-led and webinar-based training.
EVV-1.12.6.	Provide training and documentation requirements as part of the change request process for all major system changes or updates.
EVV-1.12.7.	Provide training through the Contractors Learning Management System to providers.
EVV-1.12.8.	Department staff training.
EVV-1.13.	The Contractor shall provide training modality options for initial EVV training that include, but are not limited to, the following:
EVV-1.13.1.	A self-paced training via the Contractors Learning Management system or online portal.
EVV-1.13.2	Online user-specific training via the Contractors Learning Management system or online portal.
EVV-1.13.3.	Provide knowledge checks throughout the Contractors Learning Management System or other learning tool.
EVV-1.13.4.	Provide knowledge checks throughout the Contractors Learning Management System or other learning tool.
EVV-1.14.	The Contractor shall provide ongoing training for all for all users in the form of topic and/or persona specific sessions via the Contractor's Learning Management System.
EVV-1.15.	The Contractor shall provide an EVV Customer Support help desk for providers and Departmental Jurisdictional View system users of the EVV system. The Contractor's EVV Customer Support help desk shall be provided and operated independently from any other Contractor help desks and shall provide services that include, but are not limited to, the following:
EVV-1.15.1.	Available to provide assistance to users 8:00am - 5:00pm MT, on Business Days, Monday through Friday.
EVV-1.15.2.	Provides user support via telephone or through electronic submissions.
EVV-1.15.3.	Provides remote assistance, which allows the Contractor to temporarily view EVV users' current session.
EVV-1.15.4.	Escalation process.
EVV-1.16	The Contractor shall provide a Monthly EVV Customer Support Help Desk Report that includes the following:
EVV-1.16.1.	Total number of calls received.
EVV-1.16.2.	Total number of calls and percentage of calls abandoned (<5%).
EVV-1.16.3.	Average time to answer
EVV-1.16.4.	Average call length.
EVV-1.16.5.	Percentage of calls answered within 60 seconds (85% maximum).
EVV-1.16.6.	Call reasons.
EVV-1.16.7	Call outcomes and resolution.
EVV-1.16.8	Call center survey and feedback/results

EXHIBIT J, EVV REQUIREMENTS AND SLAS

Req No.	Requirement Description
EVV-1.17	<p>The Contractor shall maintain and publish a detailed connectivity guide (Technical Specifications) to define service connection protocols to interface with the data aggregator.</p> <p>The Contractor shall maintain a system object model, accessible to appropriate Colorado and internal staff members that will detail the relationship between business objects and the database data model.</p>
EVV-1.17.1	<p>The Contractor shall provide for internal users; access to a common, integrated, fully attributed online manual and shall be provided through the EVV aggregator tool. Authorized users should have the ability to select and access applicable reports or functions of the online manual from the menu bar.</p>
EVV-1.18	<p>The Contractor shall monitor and maintain and the quality levels of the EVV system configuration.</p>