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CONTRACT

BETWEEN

THE MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

AND

OptumInsight, Inc.

CONTRACT NUMBER: 18091790010

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TABLE OF CONTENTS

1. DEFINITIONS. 7
2. TERM. 15
3. FINANCIAL MATTERS. 15
   - 3.1 Charges. 15
   - 3.2 Maximum Amount and No Increases. 15
   - 3.3 Transportation and Insurance Charges. 15
   - 3.4 Taxes. 15
   - 3.5 Contractor Expenses. 15
   - 3.6 Invoices. 16
   - 3.7 Funding. 16
   - 3.8 Section Intentionally Left Blank 17
   - 3.9 Overpayments to Contractor. 17
   - 3.10 Advance Payments Prohibited. 17
   - 3.11 Credits. 17
   - 3.12 Billing Limitations. 17
   - 3.13 Adjustments to Consideration. 18
   - 3.14 Erroneous and Improper Payments. 18
4. PROJECT MANAGEMENT. 18
   - 4.1 Reports and Meetings. 18
   - 4.2 Contractor's Project Manager and Contractor's Contract Manager. 19
   - 4.3 Contractor Staff. 20
   - 4.4 The Department's Contract Manager and the Department's Project Manager. 21
   - 4.5 Employment of State Personnel. 22
   - 4.6 Reference and Background Checks. 22
   - 4.7 Records Retention and Access Requirements. 22
   - 4.8 Accounting Requirements. 23
   - 4.9 Cooperation and Related Contracts. 24
   - 4.10 Audit Reports. 24
   - 4.11 CIO Oversight. 26
   - 4.12 Contractor Performance Assessments. 26
   - 4.13 Reporting of False Claims, Fraud and Other Criminal Matters. 26
5. SERVICES AND RESOURCES. 26
   - 5.1 Performance. 26
   - 5.2 Necessary Resources. 27
   - 5.3 Ownership. 27
   - 5.4 Use of Property. 27
   - 5.5 Damage to Property. 27
   - 5.6 Notice of Damage. 28
   - 5.7 Surrender of Property. 28
   - 5.8 Purchased Property. 28
   - 5.9 Technology Access for Persons Who Are Blind or Visually Impaired. 28
6. EQUIPMENT. 28
7. SERVICES AND DELIVERABLES. 28
   - 7.1 General. 28
   - 7.2 Work Plan. 29
   - 7.3 Acceptance Process. 30
   - 7.4 Protection from Damage. 30
   - 7.5 Delivery 31

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

7.6 Interpretation of Deliverables. 31
7.7 Representation. 31
7.8 Source Code. 31
7.9 Knowledge Transfer. 32
8. LICENSES. 32
8.1 Grants to the State. 32
8.2 State and Federal Governments. 33
8.3 Title. 33
8.4 Documentation. 33
8.5 Copies. 33
8.6 Restrictions. 33
8.7 Replacement Equipment and Third-Party Software. 33
8.8 Third-Party Software Licenses. 34
8.9 Versions. 34
9. OWNERSHIP. 34
9.1 The Department's Ownership. 34
9.2 Additional Ownership Rights. 34
9.3 Deliverables and Work Product Title Passing. 35
9.4 Compilations. 35
9.5 Assignment of Rights by Contractor. 35
9.6 Delivery. 35
9.7 Data. 36
9.8 Notices. 36
9.9 Inventions. 36
9.10 Reservation of Rights 37
10. IMPLEMENTATION. 37
10.1 Implementation. 37
10.2 Training. 37
10.3 Conversion. 37
11. WARRANTIES. 37
11.1 Deliverables and Services. 37
11.2 Intellectual Property Rights. 38
11.3 Date/Time Compliance Warranty. 39
11.4 Unauthorized Code and Self-Help Code. 39
11.5 Power and Authority. 39
11.6 Registration. 39
11.7 Physical Media. 40
11.8 Written Commitments. 40
11.9 Legal and Regulatory Compliance. 40
11.10 Performance Standards. 41
11.11 Compatibility. 41
11.12 Non-Obsolescence. 41
11.13 Authorization. 42
11.14 Ability to Perform. 42
11.15 Limitation of Warranties. 43
12. OPERATIONS AND MAINTENANCE SERVICES. 43
12.1 General Responsibilities. 43
12.2 Inquiry and Assistance. 44
12.3 Additional Assistance. 44

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

12.4 Database. 45
12.5 Corrections and Enhancements. 45
12.6 Deficiency Reports 46
12.7 Continuous Improvement. 46
12.8 Responsibilities of Department. 46
12.9 Third Party Services. 46
13. AVOIDANCE OF CONFLICTS OF INTEREST. 47
13.1 Contractor must: 47
13.2 Violation of State or Federal Law 47
13.3 Personal Benefit 47
13.4 Conflicts 47
13.5 Conflicts of interest include: 48
14. CHANGES 48
14.1 Changing Government Programs and Services. 48
14.2 Identifying Changes. 48
14.3 Noncompliance. 48
14.4 The Department's Guidance. 49
14.5 Issuance of Change Requests. 49
14.6 Contractor Response to Changes and Change Requests. 49
14.7 Agreement on Change Order. 49
14.8 Disagreement. 49
14.9 Termination. 50
14.10 Contractor Submission of Change Request. 50
14.11 Changes Initiated by Contractor. 50
14.12 Update Key Documents. 50
14.13 Pricing for Change Requests. 51
15. LETTER OF CREDIT. 51
15.1 Value. 51
15.2 Payments. 51
15.3 Review and Acceptance by the Department. 51
16. ADDITIONAL RIGHTS AND REMEDIES 52
16.1 Liquidated Damages. 52
16.2 Withholding Payments. 52
16.3 Reductions in Payments Due. 53
16.4 Substitute 53
16.5 Performance Standards. 53
16.6 Stop Work Order. 53
16.7 Right to Assurance. 53
17. CORRECTIVE ACTION PLANS. 54
17.1 The Department Request for Corrective Action Plan. 54
17.2 Scope of the Corrective Action Plan. 54
17.3 Submission and Approval of Corrective Action Plan. 54
17.4 Contractor Responsibility for Performance. 54
18. INSURANCE. 54
18.1 General Liability, Professional Liability, Crime and Cybersecurity Coverage. 54
18.2 Automobile Liability Insurance 55
18.3 General Requirements. 55
18.4 Worker's Compensation Coverage. 56

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

18.5 Subcontractors....56
18.6 Premiums. 56
18.7 Cancellation. 56
18.8 Insurance Documents. 57
18.9 Increased Coverage. 57
18.10 Cross-Liability. 57
18.11 General. 57
18.12 Subrogation. 57
18.13 Extended Coverage. 57
19. PROTECTION OF PROPRIETARY INFORMATION OF THE CONTRACTOR AND PROPRIETARY INFORMATION OF THE DEPARTMENT. 58
19.1 Purpose. 58
19.2 Parties Agree to protect Proprietary Information. 58
19.3 This Contract and Appendices are Supporting Documents. 58
20. PROTECTION OBLIGATIONS FOR CONFIDENTIAL INFORMATION. 59
20.1 Access and Protection. 59
20.2 Contractor Compliance with the Federal HIPAA and HITECH. 60
20.3 Cause for Termination. 61
21. INDEMNIFICATIONS. 61
21.1 Intellectual Property. 61
21.2 General. 62
22. DAMAGES DISCLAIMERS AND LIMITATIONS. 63
22.1 The Department's Limitation of Liability. 63
22.2 Contractor's Limitation of Liability. 63
22.3 Contractor's Disclaimer of Damages. 63
22.4 Exceptions to Contractor's Limitation of Liability and Disclaimer of Damages. 63
23. TERMINATION. 63
23.1 Termination for Contractor's Material Breach. 63
23.2 Termination for Rejection of Deliverables. 64
23.3 Termination for Conflict of Interest. 64
23.4 Termination for the Department's Nonpayment. 64
23.5 Termination Remedies. 64
23.6 Termination for Convenience. 65
23.7 Termination for Withdrawal of Authority. 65
23.8 Termination for Non-allocation of Funds. 66
23.9 Termination and Expiration Procedure. 66
23.10 Termination Due to Noncompliance with DOA. 67
24. GENERAL CONDITIONS. 68
24.1 Anti-Trust Violations. 68
24.2 Assignment. 68
24.3 Attorneys' Fees and Costs. 69
24.4 Authority. 69
24.5 Binding Effect. 69
24.6 Claims. 69
24.7 Compliance with Business, Tax, Labor, and Other Legal Authorities. 70
24.8 Compliance with Civil Rights Laws. 71
24.9 Conflicts between Documents; Order of Precedence. 72
24.10 Contractor Certification Regarding Ethics. 73

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

24.11 Contractor Commitments, Warranties, and Representations. 73
24.12 Cooperation. 73
24.13 Counterparts. 73
24.14 Dispute Resolution. 73
24.15 Drug-Free Workplace. 74
24.16 Entire Agreement; Acknowledgement of Understanding. 74
24.17 Force Majeure. 74
24.18 Governing Law, Choice of Law, Remedies and Venue. 75
24.19 Headings. 75
24.20 Independent Status of Contractor. 75
24.21 Modifications and Amendments. 76
24.22 Non-waiver. 76
24.23 Notices. 76
24.24 Public Information and Disclaimers. 76
24.25 Remedies. 78
24.26 Severability. 78
24.27 Sovereign Immunity. 78
24.28 Subcontractors. 78
24.29 Subpoena. 79
24.30 Survival. 80
24.31 UCC Applicability. 80
25. AUTHORIZED SIGNATURES. 81
APPENDIX A. PAYMENT MILESTONES, DELIVERABLES, AND CONSIDERATION A-1
APPENDIX B. PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES B-1
APPENDIX C. REVISIONS TO THE RESPONSE C-1
APPENDIX D. IRREVOCABLE LETTER OF CREDIT D-2
APPENDIX E. SOURCE CODE ESCROW AGREEMENT E-1
APPENDIX F. FEDERAL REQUIREMENTS F-1
APPENDIX G. WORK PLAN G-1
APPENDIX H. REQUEST FOR PROPOSALS H-1
APPENDIX I. RESPONSE I-1
APPENDIX J. BUSINESS ASSOCIATE AGREEMENT J-1
APPENDIX K. ANNUAL DEPARTMENT CERTIFICATION FORM K-1
APPENDIX L. REPORTING FOR COMPLIANCE WITH THE FEDERAL TRANSPARENCY ACT L-1
APPENDIX M. NASPO VALUEPOINT COOPERATIVE PROCUREMENT PROVISIONS M-1
APPENDIX N. THIRD PARTY PASS THROUGH PROVISIONS N-1
APPENDIX O. SOLUTION DESCRIPTIONS O-1

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

CONTRACT

This Contract (the "Contract" or "Agreement") is entered into by and between the State of Montana, acting by and through the Department of Public Health and Human Services (the "Department"), whose address and phone number are 111 North Sanders, Helena MT 59604 and (406) 444-5622, and OptumInsight, Inc., a Delaware corporation ("Contractor," as defined further below).

RECITALS

The Department is procuring Solutions and Services to support Montana's Medicaid modernization effort, referred to as Montana's Program for Automating and Transforming Healthcare ("MPATH"), including procuring modules to replace aging legacy components of the Montana Healthcare Programs enterprise. The Department is using a modularity component/services blend approach to procure new systems and services to support the modernization effort. The module for this contract is a web-based self-service solution that allows healthcare providers to enroll with Montana Healthcare Programs online and view and revalidate the information required for enrollment.

The Department will issue multiple Requests for Proposals which will result in contracts between the successful proposers and the Department for the procurement of such modules.

The Department issued Request for Proposals DPHHS-RFP-2018-0127JT (the "RFP"), which was dated August 24, 2017, to solicit proposals for the development, licensing, implementation and operation of the module(s) ("Module(s)" as defined further below) and which is Appendix H.

The RFP may have given bidders the option to propose to provide the Module as: (a) a software-as-a-service ("SaaS" as described further below); (b) software that would be operated on equipment at a location other than a State facility but not as a SaaS; (c) software that would be operated on equipment at a State facility; or (d) software that would be operated on equipment in some other manner.

The Contractor's proposal is to provide the Module as a SaaS. As of the "Effective Date" of this Contract, Contractor does not intend to deliver its "Proprietary Software" to the Department as part of the Module, except to the extent that the Contractor must develop "Custom Software" and/or source code in order to meet its obligations under this Contract. Therefore, those provisions in this Contract that specifically refer to Software do not apply as of the "Effective Date," unless the Contractor must deliver "Custom Software" in order to meet its obligations under this Contract.

The State of Montana is a member of the National Association of State Procurement Officials (NASPO), ValuePoint®. NASPO ValuePoint® is a cooperative purchasing program among states. Montana is the lead state in this solicitation. Other participating states may have requested to be named in this RFP as potential users of this Contract. The provisions of Appendix M apply to participating entities (e.g. a state or other authorized public entity who has signed a participating addendum). Contractor submitted a proposal dated November 16, 2017 in response to the RFP (the "Response", as defined further below), which is attached as Appendix I, and incorporated into the Contract by this reference;

The Department evaluated the Response and identified Contractor as the apparently successful bidder for the Module;

Contractor desires to enter into an agreement with the Department to provide the Module(s) and associated services for the State of Montana; and

The Department and Contractor have agreed that the terms and conditions of this Contract shall govern Contractor's provision of the Module(s) and associated services.

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Therefore, in consideration of the foregoing Recitals and the mutual promises and covenants as set forth below, the parties agree as follows:

1. Definitions.

The following terms as used throughout this Contract will have the meanings as set forth below.

"Acceptance": A Notice from the Department to Contractor that a Deliverable or Service has conformed to its applicable Acceptance Criteria in accordance with the process described in Section 7.3.

"Acceptance Criteria": The Specifications against which each Deliverable will be evaluated in accordance with Section 7.3. The DEDs state the Acceptance Criteria for a Deliverable. Examples of Acceptance Criteria are the Performance Standards, warranties and other requirements described in this Contract, the DEDs and any subsequent amendments, and Change Orders.

"Acceptance Tests": The tests and validation activities that the Department performs to determine there are no Deficiencies in the Services or Deliverables, and that must be satisfied before Acceptance can occur as set forth in Section 7.3, including without limitation, User Acceptance Tests.

"Availability": The time that the Module, in whole and in part, is Operational, as measured 24 hours a day, Monday through Sunday, on a monthly basis. Availability is described in Appendix B.

"Business days": Monday through Friday, 8:00am to 5:00pm, Mountain Time, except for holidays observed by the State of Montana.

"Certification": CMS' written confirmation that the Module meets federal requirements.

"Change Order": A written form, in response to a Change Request, that is mutually agreed by the Department and Contractor, that modifies, deletes, or adds to the Deliverables or Services, in whole or in part, and that is made in accordance with the terms of Section 14.

"Change Request": A written form used to propose that the Deliverables or Services be modified, deleted, or added to, in whole or in part, made in accordance with the terms of Section 14.

"Charges": The amount(s) to be paid for Services and Deliverables under this Contract, in whole or in part, as described in Appendix A and any subsequent written amendments or Change Orders.

"CMS": The Centers for Medicare and Medicaid Services.

"Confidential Information": Information that either the Contractor or the Department wants to protect against unrestricted disclosure or meets the definition of Bona-fide Trade Secret, per the Request for Proposal. Proprietary Information, defined below, is one category of Confidential Information. Personal Information, defined below, is another category of Confidential Information.

"Confidential Personal Information": Information concerning a person provided to the Contractor by the Department or acquired by the Contractor on behalf of the Department, whether verbal, written, electronic, or in other forms. Any information that the Department must limit access to authorized individuals only and prevent public access or release is confidential. Examples of Confidential Personal Information are a person's name, social security number, driver's license number, street and postal addresses, phone numbers, email address, financial information, eligibility for public services or benefits, individually identifiable personal healthcare information as defined by HIPAA and the HITECH Act, and information obtained from third parties that is protected as confidential.

"Configuration(s)": The setting up of rules and workflow processes to be used in implementing specific business decisions related to metadata of the department without using programming language or database queries, and the entering of data into tables that a software "rules engine" will process to determine variables such as workflow sequences and value limitations without altering the Software source code.

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"Confirmation": Receipt by the Department of notice with full supporting and written documentation and test results that Contractor has completed or pretested through Contractor Testing a Deliverable in accordance with the Department's Acceptance Criteria, or pre-tested the Module through Contractor Testing for compliance with the Specifications, and confirmed the Deliverable, including the Module, is ready for Acceptance Tests.

"Contractor": The entity performing Services pursuant to this Contract, including any officer, owner, member, director, employee, volunteer, agent, subcontractor, representative or assignee of the Contractor, and any other person, partnership, corporation, or other legal entity performing work or services or providing materials under this Contract for or on behalf of the Contractor. For purposes of any permitted subcontract, "Contractor" includes any subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.

"Contractor Contract Manager": The employee or agent of the Contractor who has overall management responsibilities for the Contract. The Contractor Contract Manager reports to the Contractor for the purposes of managing the administration of the Contract.

"Contractor Project Manager": The employee, subcontractor, or agent of the Contractor, chosen by Contractor with Project management responsibilities for Contractor, as described in Section 4.2.

"Contractor Software": Software that constitutes Contractor Technology.

"Contractor Technology": Intellectual property the Contractor owned before the effective date or developed and owned outside the scope of this Contract, including any modifications, enhancements or improvements to that intellectual property. Contractor Technology includes data models; deliverable examples; processes, procedures and techniques; proprietary information, methodologies, routines and software; templates; tools, including general purpose consulting tools and project management tools; and utilities.

"Contractor Testing": Testing that is performed on the Module (in whole or in part) by Contractor before beginning User Acceptance Tests on the Module and after Contractor has completed installation of the Software; completed development of the Custom Software; integrated the Software, including Third-Party Software, Custom Software, Module Configurations; pre-tested the Module for compliance with the applicable Specifications; and confirmed the readiness of the Module for User Acceptance Tests in accordance with the Contract and RFP. Contractor Testing includes unit testing, system testing, integration testing, regressing testing, parallel testing, performance and load testing, manual and automated and/or scripted testing, disaster recovery testing, and end-to-end integration testing.

"Conversion": The Services performed for converting Data, including historical Data, for Processing by the Software and Services as described in the RFP, the Response, and the Conversion Plan Deliverables.

"Control": The ability, whether directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise.

"Converted Data": The Data that has been successfully converted by Contractor for Processing by the Module.

"Correction": The actions taken by Contractor to remedy a Deficiency as defined by the Department.

"Corrective Action Plan": A detailed written plan Contractor submits to the Department in response to the Department's demand that Contractor describe how it will correct or resolve a Deficiency, breach.

"Custom Software": Software, including without limitation Interfaces, designed, developed or produced by Contractor under the Contract as Work Product, but excluding Proprietary Software and Contractor Technology.

"Cutover": The event when the Department puts the Module, in whole or in part, into Production after the Department's Acceptance of the Module.

"DDI": Design, Development & Implementation.

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"Data": The Department's records, files, forms, data, metadata, and other documents, including but not limited to Converted Data, if any.

"day(s)" "Day(s)": Calendar day(s), unless otherwise indicated.

"DED(s)": The abbreviation for "Deliverable expectation documents", i.e., documents describing Acceptance Criteria for each Deliverable and Service, subject to Acceptance Tests. Each DED is a Deliverable.

"Deficiency": A failure, omission, or defect in a Service or Deliverable that causes it not to conform to its Specifications or to reasonable commercial or industry standards for appearance, quality, functionality, or format.

"Deliverables": All services and all tangible and intangible products the Contractor must produce, prepare and deliver to the Department (either independently or in concert with the Department or third parties) during the course of Contractor's performance under this Contract, as described in the RFP, Contractor's Response, Appendix A, and any approved Change Orders. Examples of deliverables are: the Module in whole or in part; work produced under the Work Plan and Change Orders including Custom Software; Documentation; Hosting Services in SaaS or if Contractor hosts the Equipment, as applicable; Enhancements; and all designs, structures, and models developed in the course of rendering the Services and incorporated into such Deliverables.

"Delivery Date(s)": The dates described in the Work Plan for the delivery of the Deliverables and Services to the Department.

"Dispute Resolution": The process for resolving disputes as described in Section 24.14.

"Documentation": All service and operations reports, technical and User manuals used in conjunction with the Module and/or Deliverables, in whole and in part, including without limitation, manuals provided by licensors of any Third-Party Software.

"Downtime": The time during which the Module is not fully Operational. Downtime begins at the time the Module fails to be fully Operational and continuing until the Department determines the Module has been returned to full Operational status. Downtime does not include Department approved scheduled maintenance that results in the Module not being fully Operational.

"Department Contract Manager": The employee of the Department who manages the Contract and is the Department's single point of contact for Contract matters, as described in Section 4.4.

"Department Project Manager": The employee or contractor of the Department responsible for day to day management of Department resources and for monitoring the Contractor's performance, as described in Section 4.4, and any representative of the Project Manager acting within the limits of his or her authority.

"Effective Date": The date specified in Section 2 as the start date for contractual performance.

"Enhancements": Enhancements for the Module are described as such in Appendix A, Section 8, Section 12, RFP, and the Response.

"Equipment": The computer hardware listed in the RFP, Response, and any amendments or Change Orders and/or Appendix A on which the Software shall operate following its delivery; all operating system software for use with the Equipment; Facilities and telecommunications services; and tangible nonexpendable personal property, including exempt property, charged directly to the Contract having a useful life of more than one year and an acquisition cost of $5,000 or more per unit unless lower limits are otherwise established.

"Executable Code": The version of the Software that is generated by an assembler from the Object Code of the Software and which will be installed and operated on the Equipment or made accessible to Department.

"Function(s)": A discrete capability of the Software.

"Holdback": The payment amounts held back by the Department from each Deliverable's Charges, as described in Appendix A.

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"Hosting Services": The Services the Contractor provides for management and operation of the Equipment for Processing the Data using the Module and for transmitting the Data between Contractor's location for the Module, other modules, and the Department's Sites and Users, including but not limited to for a SaaS.

"Implementation" "Implemented": The process for making the Deliverables and Services meet all Specifications and fully Operational for Processing. Implementation is complete when the Department determines that the Contractor has completed the implementation services requirements according to the Implementation Plan.

"Implementation Plan": A plan prepared by Contractor as a Deliverable that details the transition from design and development to Implementation in accordance with Specifications.

"Including" "include" or "may include": Identification of something as being part of or an example of a whole or group otherwise described. As used in this Contract, the use of "including" is not intended to and does not limit the whole or group to the thing(s) specifically identified. Used for saying that a person or thing is part of a particular group or amount.

"Intangible property": Personal property that has no physical existence, including intellectual property such as trademarks, copyrights, patents, and patent applications; and non-intellectual property such as loans, notes and other instruments.

"Interfaces": Custom Software that is developed by Contractor for transmitting Data among the Module and other systems.

"Key Personnel": Contractor's key Staff listed as such in Appendix A.

"Legacy MMIS": A diverse set of existing systems and services within the Department that are used to support the Montana Healthcare Programs. This includes, but is not limited to, the existing mainframe COBOL system used in the processing of healthcare claims.

"Letter of Credit": A letter of credit securing Contractor's performance of its Contract obligations and other potential liabilities to the Department from the Effective Date during the term, as described in Section 15 and in Appendix D.

"MPATH": MPATH stands for the Montana Program for Automating and Transforming Healthcare. MPATH is the Department's modularity procurement and development initiative that includes all Modules, Deliverables, Software, and Services to be integrated to fully replace the Legacy MMIS solutions and services.

"Maintenance": Maintenance and support services that will be performed by Contractor following Implementation for the Module and are described as such in Appendix A, Section 8, Section 12, RFP, and the Response.

"Maintenance Window": Maintenance Window is a pre-defined timeframe, established by the Department for all Modules, in which normal maintenance activities can occur (e.g. midnight-2:00a.m. Mountain Time each Sunday). The System may be unavailable during the Maintenance Window.

"Mass Adjustment": Mass Adjustment requests are mass adjustments or mass changes requested by the Department or required to support program administration (for example, errors in pricing, eligibility, cost share, and financial code assignments, TPL discovery, and provider reimbursement changes).

"Material breach": A failure of one of the parties to perform a part of the Contract which prevents the Contract from being completed or defeats its purpose.

"Maximum Amount": The maximum amount payable by the Department to Contractor under this Contract as described in Appendix A. The initial Maximum Amount will include the DDI amount, System Enhancement Pool Hours for DDI amount, Operations Base Years amount, and the proportional amount for System Enhancement Pool Hours for Operations for the number of base years. If the Contract is amended to include additional operation year(s), the additional annual operations amount for the additional year(s) and the System

Enhancement Pool Hours for the Operations amount for the additional year(s) will be added to the Maximum Amount. All amounts referenced in this definition can be found in Attachment G – Pricing Schedules.

"MMIS": Medicaid Management Information Systems refers to the systems and services that are necessary to support the administration and operation of the Montana Healthcare Programs as of the Effective Date of this Contract.

"Module": The complete collection of all Deliverables, Software and Services, as described in the RFP, the Response, the other parts of the Contract, and Change Orders, integrated and functioning together with the Data in accordance with the applicable Specifications and on the Equipment.

"Notice": A written document one party gives to the other in accordance with Section 24.23. All notices must include the Department's Contract number in the body or title of the Notice.

"Obsolete" (and any variations thereof): A Software, Equipment, and/or other Contractor Technology product or Service that will no longer receive maintenance and support, beginning as of the effective date of an end-of service life announcement from the manufacturer or licensor with respect to a product. If no such announcement is published, then the Software, Equipment, and/or Contractor Technology product will be deemed Obsolete as of the earlier of (i) the date the manufacturer or licensor no longer maintains or supports the product or (ii) the date the manufacturer or licensor no longer includes it as part of its product and/or service offerings made generally available to its customers.

"Operational": The condition when the Module is totally functional in accordance with applicable Specifications and usable for its purposes in the daily operations of the Module.

"Operations": Services performed by Contractor that are described in RFP and the Response, Appendix A, and Appendix B, Performance Standards and Liquidated Damages.

"Payment Events": The events after which Contractor can issue invoices for the Charges, as described in Appendix A.

Payment Milestones: During the Design, Development, Testing, Implementation, and Certification phases, the point in time in which the Department will pay the agreed upon Consideration (reduced by the Holdback). The Payment Milestones for this Contract are described in Appendix A.

"Performance Standards": The standards to which the Module and other Services provided by Contractor shall perform as required by this Contract and any succeeding amendments thereto, as described in the RFP, Appendix B, and as otherwise agreed to by the parties in writing. Also referred to as Service Level Agreements in the RFP and Appendix B.

"Personal Property": Property of any kind except real property. It may be tangible, having physical existence, such as Equipment and supplies, or intangible, having no physical existence, such as Data, copyrights, patents, or securities.

"Phase": The combination of Functions, time periods, or Implementations that are described as a Phase in the RFP, Response, applicable Deliverables, and the Work Plan.

"Priority": Priority is the level of importance, as determined by the Department, for a ticket as defined by the following:

Critical: the ticket has critical business importance.

High: the ticket is of high business importance.

Medium: the ticket is of medium business importance.

Low: the ticket is of low business importance.

"Processing": The performance by the Software residing on the Equipment of logical operations and calculations on the Data.

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"Production": The Department's actual use of the Module after Cutover in the Department's production environment(s), in performance of its regular business operations.

"Project": The planned undertakings during the Contract.

"Property": Property whether real or personal, tangible or intangible including without limitation the Department's Equipment, Confidential Information, Proprietary Information and Deliverables. Property does not include "Proprietary Information of the Contractor".

"Proprietary Information": (i) With respect to Contractor, the Contractor Technology that complies with the terms of Section 19; (ii) with respect to the Department, any information that the Department has a legal obligation to protect from unauthorized public disclosure; and (iii) information that the Department clearly identifies as its proprietary information excluding, any part of the Proprietary Information which: (a) is or becomes publicly available through no act or failure of the Department unless the Department's act or failure is a breach of a confidentiality obligation applicable to the information; (b) was or is rightfully acquired by the Department from a source other than Contractor prior to receipt from Contractor; (c) becomes independently available to the Department as a matter of right; (d) was previously known and rightfully acquired at the time received from Contractor; (e) is developed by the Department independently of any disclosures made by Contractor of such information; (f) is disclosed by Contractor pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public; or (g) is provided in response to the State of Montana's Request for Proposal process and not deemed confidential by contractor at time of submission.

"Proprietary Information of the Contractor": Means Confidential Information that is the property of the Contractor and is not common knowledge or available to the public. The term includes Contractor Technology and contractor trade secrets as defined by Montana's Uniform Trade Secrets Act, Title 30, Chapter 14, Part 4, MCA. Section 19 applies to Proprietary Information of the Contractor and identified as Trade Secret by the contractor within its RFP Response.

"Proprietary Information of the Department": Means information that is the property of the State of Montana or a third party that the Department has a legal obligation to protect from public disclosure or individual access to the information. Examples of Proprietary Information of the Department are the Department's non-publicly available Data, nonpublic Specifications, State security data, third party proprietary information that is in the Department's possession or use, any nonpublic information or documentation concerning the Department's business or future products or plans that are learned by Contractor during the performance of this Contract and third party proprietary information that is in the Department's possession. Section 19 applies to Proprietary Information of the Department.

"Proprietary Software": All computer programs licensed under this Contract, which the Contractor or Subcontractors developed and owned before the Effective Date or which Contractor's staff developed during the term of the Contract in performing work that is not exclusively intended for this Contract, including any modifications of and derivative works based on those computer programs, and the documentation used to describe, maintain, and use them.

"Real property": Land, including land improvements, structures, and appurtenances thereto, but excluding movable machinery and equipment.

"Report(s)": Documents the Contractor provides to the Department regarding the Module activities, events and Deliverables provided.

"Required Implementation Date": The date on which the Department requires the Deliverable, Software, and/or Service to be Implemented.

"Research Request": Research requests are questions submitted to the Contractor regarding Software, Module, or Services behavior and results regarding both the current Module functionality or potential impact of Module changes.

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"Response": Contractor's response to the RFP, dated November 16, 2017, as amended including by Appendix C, Contractor's best and final offer (if any), and any subsequent information provided by Contractor pursuant to this Contract.

"Schedule": The dates described in the Work Plan for deadlines for performance of Services and other events and activities.

"Security Incident": Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system as defined in 45-CFR-164.304.

"Severity": Severity is the level of impact, as determined by the Department, that a ticket has on the system as defined by the following:

Emergency: The issue is a complete failure of the solution or a component or has severe financial or productivity implications to the Department. The issue does not have a workaround.

Major: The issue is causing serious disruption to Department business. This issue may have a workaround, but the workaround is not obvious and is difficult.

Moderate: The issue affects minor functionality and a small number of users, causing inconvenience for the Department or minor delays in agency business or prevents use of a fully supported service. The issue has a manageable workaround.

Minor: The issue does not impact productivity or efficiency. It includes small errors that do not prevent or hinder functionality such as, typos, grammar mistakes, wrong terminology, general usability issues and styling.

"Self Help Code": Any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. Self Help Code does not include software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g., remote access via modem) solely for purposes of Maintenance or technical support.

"Services": The tasks the Contractor performs and provides as described in the RFP, the Response, the other parts of the Contract, and Change Orders, including without limitation Implementation, project management, testing, production and delivery of the Services and Deliverables, Enhancements, Training, Hosting Services if applicable, Operations and Maintenance.

"Site(s)": The location(s) for the Department or Contractor Equipment, Software, and Data. The term includes the location of any reports requested for audit or review by the Department.

"Software": The application software for the Module, as described in the RFP, Response, the other parts of the Contract, Change Orders, and Appendix A; including Custom Software; the Phases; the Configuration; all Enhancements thereto; Third-Party Software; the Contractor Technology, and all the above in Source Code and Object Code formats. Software includes all prior, current, and future versions of the Software and all Deficiency Corrections. Embedded code, firmware, internal code, microcode, and any other term referring to software that is residing in the Equipment or that is necessary for the proper operation of the Equipment is not included in this definition of Software.

"Solution": Has the same meaning as the defined term "Module," incorporated by reference.

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"Source Code": The series of instructions to the computer for carrying out the various tasks that are performed by a computer program, expressed in a programming language that is easily comprehensible to appropriately trained persons who translate such instructions into Executable Code that directs the computer to perform its functions.

"Specifications": The technical and detailed descriptions that define the requirements under the Contract and that are used for Acceptance Criteria, as described in: (i) the RFP; (ii) the Response; (iii) subsequent Deliverables that have received Acceptance; (iv) the Performance Standards; (v) the Documentation; and (vi) all applicable State and federal policies, laws, regulations, and Standards. The Specifications are, by this reference, made a part of this Contract, as though completely set forth herein.

"Staff": Contractor's and Subcontractors' employees, agents and subcontractors who provide the Services on behalf of Contractor.

"State": The State of Montana and all its agencies, including the Department, and any of their officials, employees, volunteers or agents acting within the scope of their duties and responsibilities.

"Standard(s)": Standards established by federal, State and industry organizations, including but not limited to the Standards in the RFP.

"Subcontractor": A person, partnership, or company, not in the employment of or owned by Contractor that is performing Services or providing Deliverables under this Contract and has a separate contract with or on behalf of Contractor.

"System": Has the same meaning as the defined term "Module," incorporated by reference.

"Third-Party Software": Software and documentation the Contractor supplies to the Department pursuant to the Contract for use with Deliverables and Services, and which are; (a) developed by third parties; (b) generally distributed for commercial use; and (c) not specifically designed or developed for the Department, including, operating system software, tools, utilities, and commercial-off-the-shelf software.

"Training": Organized activity of the Contractor in providing the Department, its employees and agents with information, knowledge and skill in the operation and use of Services and Deliverables under the Contract.

"Unauthorized Code": Any virus, Trojan horse, worm or other software routines or equipment components designed to permit unauthorized access to disable, erase, or otherwise harm Software, Equipment, or Data or to perform any other such actions.

"User Acceptance Tests": Any Acceptance Test the Department identifies for determining the compliance of Services and Deliverables with requirements as described in the RFP, the Response, the other parts of the Contract, and Change Orders once the Contractor identified that the Service and Deliverables are ready for Department testing.

"User(s)": Parties who will have use of and access to the Module, including but not limited to the Department's staff.

"Work Plan": The overall plan delineating the activities, events and tasks to be performed in producing and delivering Services and Deliverables under this Contract and Section7.2.

"Work Product": Data and products produced under this Contract, provided that with respect to products that the Department and Contractor have specifically contracted for, such products are not to become part of Contractor Software. Work Product includes tangible products such as advertisements, books, computer programs, designs, diagrams, documents, drawings, films, magazines, models, pamphlets, plans, recommendations, reports, studies, surveys, tapes, and, as provided by law, sound reproductions. Work Product also includes intangible products such as conclusions, configurations, Custom Software, data and databases, Deliverables, discoveries, findings, formulae, ideas, improvements, inventions, methods, Modules, processes and techniques.

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

2. Term.

This Contract includes a base contract period of seven (7) years, and may be extended for a total of three (3) additional years in one-year intervals if the parties agree to each one-year extension before the end of the then-current term of this Contract. The term of this Contract, including all extensions, is from June 1, 2018 (the "Effective Date") through May 31, 2028, unless terminated pursuant to the provisions of this Contract. This Contract, including any extensions, may not exceed a total of ten (10) years, at the option of the State.

3. Financial Matters.

Appendix A sets forth the Services and Deliverables to be provided by the Contractor, Payment Events and the consideration and payment schedule for those Services and Deliverables.

3.1 Charges.

Contractor has the right to issue an invoice for Services, and Deliverables, including the Module following the Payment Milestones and Payment Events. The Department will pay Contractor within 30 days of receipt of a Department approved invoice. Payment is subject to the Department's rights and remedies. The payments are made in accordance with the Charges for the Services and Deliverables described in Appendix A, Section 2 for DDI Payment Milestones and Payment Events and Section 3 for Operations Payment Events.

3.2 Maximum Amount and No Increases.

The Maximum Amount payable under the terms of this Contract shall be as set forth in Appendix A. Contractor shall not increase the Maximum Amount, Charges, the value due from the Department under this Contract for all Services and Deliverables or the purchase prices for Deliverables during the term of this Contract except as otherwise specifically permitted in the Contract or pursuant to Change Orders.

3.3 Transportation and Insurance Charges.

Contractor must pay the costs associated with transportation, delivery and insurance, if any, for each Deliverable.

3.4 Taxes.

The State of Montana (EIN 81-0320402) is exempt from Federal Excise Taxes. Contractor must pay all taxes including, but not limited to, taxes based on Contractor's income or revenue, or personal property taxes levied or assessed on Contractor's personal property to which the Department does not hold title.

3.5 Contractor Expenses.

Contractor must pay Contractor's out-of-pocket expenses incurred in connection with providing the Services and Deliverables and is responsible for payment of all expenses related to salaries, benefits, employment taxes, insurance, travel and per diem for its Staff. Contractor is solely responsible for all costs incurred by Contractor prior to the signing of the Contract. Contractor may not charge, and the Department will not pay for any administrative, labor or other costs incurred in the preparation of the Response or incurred as any part of the procurement phase. The procurement phase ends when Contractor and the Department sign this Contract.

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

3.6 Invoices.

Contractor must submit correct monthly invoices to the Department's Project Manager for all Charges and other amounts to be paid by the Department hereunder in a consistent format that has been pre-approved by the Department. Contractor must not submit an invoice for Payment Events until after their occurrence. All invoices submitted must meet with the approval of the Department's Project Manager or his or her designee(s) prior to payment. Contractor must only submit invoices for Services or Deliverables as permitted by this Contract. Incorrect or incomplete invoices will be returned by the Department to Contractor for correction and reissue. The Contract number must appear on all invoices, bills of lading, packages, and billing correspondence relating to this Contract. If the number is not provided, the Department is not obligated to pay the invoice. Invoices must reference this Contract and provide detailed information in a format as requested by the Department, including:

3.6.1 Contractor name, address, telephone number and federal tax identification number;

3.6.2 An itemization of each Deliverable for which payment is sought, and the Acceptance date triggering payment, if applicable;

3.6.3 Applicable Charges;

3.6.4 Delivery Date(s) of Service delivery and/or Deliverables, as applicable;

3.6.5 By Change Request, the number of dollars or hours charged with the number of dollars or hours agreed to, if applicable;

3.6.6 Federal Tax Identification Number;

3.6.7 Any other Project-related costs with a detailed, itemization of such costs, if applicable;

3.6.8 Sales or use taxes, if applicable;

3.6.9 Holdback amounts;

3.6.10 Credits and liquidated damages, if any; and

3.6.11 Total amount due.

3.7 Funding.

3.7.1 The parties acknowledge and agree that this Contract is dependent upon the availability of federal and State funding. If funding to make payments in accordance with the provisions of this Contract is not forthcoming from the federal government and/or the State for the term of this Contract, or is not allocated or allotted to the Department by the federal government and/or the State for periodic payment pursuant thereto in the current or any future fiscal period, then the obligations of the Department to make payments after the effective date of such non-allocation or non-funding, as provided in the Notice, will cease and terminate as applicable, and Contractor's obligation to provide Services and Deliverables that are not funded will cease.

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3.7.2 If funding, to make payments in accordance with the provisions of this Contract, is delayed or is reduced from the federal government and/or the State for the terms of this Contract, or is not allocated or allotted in full to the Department by the federal government and/or the State for periodic payment pursuant thereto in the current or any future fiscal period, then the obligations of the Department to make payments will be delayed or be reduced accordingly or the Department has the right to terminate the Contract as provided in Section 23.6, 23.7 and 23.8. If such funding is reduced, the Department in its sole discretion will determine which aspects of the Contract will proceed and which Services will be performed, with Contractor's Charges for such Services and Charges for associated Deliverables determined in accordance with those in the Response. In these situations, the Department will pay Contractor for Services and Deliverables in accordance with the terms of Section 23.6.3. Any obligation to pay by the Department will not extend beyond the end of the Department's then-current funding period.

3.7.3 Contractor expressly agrees that no penalty or damages will be applied to, or will accrue to, the Department if the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.

3.8 Section Intentionally Left Blank

3.9 Overpayments to Contractor.

Contractor shall promptly, but in all cases within 30 calendar days, pay to the Department the full amount of any erroneous payment or overpayment immediately following Notice of an erroneous payment or overpayment to which Contractor is not entitled or shall take another approach that the Department accepts for how to address the overpayment or erroneous payment and that is described in a Notice from Contractor received within 30 calendar days of such notice from the Department.

3.10 Advance Payments Prohibited.

No advance payment shall be made for goods or Services furnished by Contractor pursuant to this Contract.

3.11 Credits.

The Department may apply any credits due the Department under this Contract against Contractor's invoices with appropriate information attached, upon giving of notice required herein, if any, by the Department to Contractor, or the Department may take another approach to treating such credits if the Department receives a Notice from Contractor within 30 calendar days of such notice from the Department, describing such other approach and if the Department accepts such other approach.

3.12 Billing Limitations.

The Department shall not pay any claims for payment for Services submitted more than 12 months after the calendar month in which the Services were performed unless such failure to submit the claim to the Department by Contractor is due to the fault of the Department, nor shall the Department pay for Services performed under this Contract if Contractor has charged or will charge the state of Montana or any other party for the same Services.

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

3.13 Adjustments to Consideration.

The consideration provided to Contractor under this Contract may be adjusted by the Department in its discretion based on audit findings, failings in Contractor's delivery of Services, or reductions of funding.

3.14 Erroneous and Improper Payments.

Contractor may not retain any monies the Department pays in error or which the Contractor, its employees, or its agents improperly receive. Any monies Contractor receives in error are a debt Contractor owes to the Department. Contractor must immediately notify the Department if it determines a payment may be erroneous or improper and must return that payment within 30 days of the Department requesting the return of the payment. If Contractor fails to return to the Department any erroneous or improper payment, the Department may recover such payment by any methods available under law or through this Contract, including deduction of the payment amount from any future payments to be made to Contractor.

4. Project Management.

4.1 Reports and Meetings.

4.1.1 Contractor must participate in person in meetings as described below and as may be agreed upon between the parties, except when such meetings may be conducted by telephone conference call, videoconference, and/or web conference in the Department's sole discretion.

4.1.2 Contractor's Project Manager and other appropriate Key Personnel must attend weekly status meetings with the Department's Project Manager and other members of the Department during the Project at times as mutually agreed upon in a Project management plan. These meetings will follow a preset agenda jointly prepared by Contractor's Project Manager and the Department's Project Manager but will also allow both Contractor and the Department to discuss other issues that may concern either party.

4.1.3 Brief written status reports must be provided by Contractor at least 24 hours prior to these weekly meetings. Status reports must describe the previous week's activities, including Deficiencies encountered and their disposition, results of tests, whether deadlines were met, and any Deficiencies that may have arisen that need to be addressed before proceeding to the next activities. Also described will be the anticipated activities for the current week and any changes to project risks and risk mitigations. All Reports must be produced in formats and with the level of detail approved by the Department and delivered in accordance with the terms of this Contract.

4.1.4 Contractor must produce and provide to the Department a monthly report summary that compares actual performance by Contractor of the Services (including activities related to Deliverables) to budgeted Charges and dates in the Schedule. Contractor must provide such monthly report summary for such Services to the Department.

4.1.5 As requested by the Department, Contractor's Project Manager must both prepare and assist the Department's Project Manager in preparing special Reports and presentations related to the provision of the Module for the Department. Contractor's Project Manager and other Key Personnel must also provide or produce such Reports or information as are requested by the Department's Project Manager.

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

4.1.6 The Contractor Project Manager or a designee shall attend, at a minimum, quarterly account and work plan review meetings with the Department Project Manager and at other times as agreed upon by the parties. Contractor senior management and Subcontractor senior management (in Contractor's discretion) shall meet on a calendar quarterly basis with executives of the Department for the Contractor Project Manager to report on the status of the Project, progress in completing the Work Plan, issues and risks on the Project, and plans to resolve outstanding issues.

4.1.7 During the first six months of the term, the parties must mutually agree upon when to hold meetings for each phase.

4.1.8 Technical or Contractual Problems. Contractor is required to meet with the Department's personnel, or designated representatives, at no additional cost to the Department, to resolve technical or contractual problems that may occur during the term of the Contract. Meetings will occur as problems arise and will be coordinated by the Department. Failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of the Contract.

4.1.9 Progress Meetings. In addition to the meetings described above, during the term of the Contract, the Department's Project Manager will plan and schedule progress meetings with Contractor to discuss the progress made by Contractor and the Department in the performance of their respective obligations. These progress meetings will include the Department's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of the Contract as required. At each such meeting, Contractor must provide the Department with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations.

4.2 Contractor's Project Manager and Contractor's Contract Manager.

4.2.1 Contractor must assign a qualified Project Manager who is approved by the Department prior to the assignment. Contractor's Project Manager must be at a management level sufficient to assure timely responses from all Contractor personnel. His or her resume and qualifications must be provided to the Department prior to his or her appointment as Contractor's Project Manager. The approval process may include, at the Department's discretion, an interview with the proposed original or any replacement of Contractor's Project Manager. Contractor's Project Manager will be responsible for acting as a liaison between Contractor and the Department's Project Manager.

4.2.2 Contractor represents and warrants that Contractor's Project Manager will be fully qualified to perform the tasks required of that position under this Contract. Contractor's Project Manager will function as Contractor's authorized representative for all management and administrative matters not inconsistent with the provisions contained herein.

4.2.3 Contractor's Project Manager must not be changed from the person proposed in the Response, except as provided in Section 4.3.1. If Contractor's Project Manager is removed or replaced, Contractor will promptly (but in no event more than ten Days) provide Notice to the Department, submit a resume, and obtain approval for the replacement of Contractor's Project Manager from the Department, prior to his or her beginning work on the Project. Contractor must temporarily fill Contractor's Project Manager within seven Days of it being vacated and must fill the position with a permanent fulltime replacement within 45 Days

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

of Contractor's Project Manager's removal or departure. Such approval will not be unreasonably withheld.

4.2.4 Contractor's Project Manager (this information will be provided as part of a Participating Addendum). Contractor's Project Manager identified below will manage the day-to-day project activities on behalf of Contractor:

(Name):
(Address):
(City, State, ZIP):
(Telephone #):
(Cell Phone #):
(Fax #):
(E-mail):

4.2.5 Contractor's Contract Manager identified below will be the single point of contact to the Department Contract Manager and will assume responsibility for the coordination of all Contract issues under this Contract. A written commitment by Contractor's Contract Manager and persons designated by him or her in writing for this purpose, within the scope of this Contract, must be binding upon Contractor. Contractor's Contract Manager will meet with the Department's Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other Contract issues. Contractor's Contract Manager must be able to make binding decisions pursuant to this Contract for Contractor and approve Change Orders for the Contractor. Contractor's Contract Manager for this Contract is:

(Name): Paul Barringer, Senior Vice President, Optum State Engagement
(Address): 701 Pennsylvania Avenue, NW, Suite 200
(City, State, ZIP): Washington, DC 20004
(Telephone #): 202-654-8840
(Cell Phone #): 919-838-5329
(Fax #): 202-715-3958
(E-mail):paul.barringer@optum.com

4.3 Contractor Staff.

4.3.1 The personnel identified or described in Contractor's Proposal must perform the Services provided for the Department under this Contract. Contractor agrees that any personnel substituted during the term of this Contract must be able to conduct the required Work at least to industry standards and be equally or better qualified than the personnel originally assigned. The Department reserves the right to approve Contractor personnel assigned to work under this Contract, and any changes or substitutions to such personnel. Such approval will not be unreasonably withheld. This approval or disapproval will not relieve Contractor to perform and be responsible for its obligations under this Contract. The Department reserves the right to require Contractor personnel replacement. In the event that Contractor personnel become unavailable, it will be Contractor's responsibility to provide an equally qualified replacement in time to avoid delays to the work plan.

4.3.2 Prior to the Effective Date, Contractor must provide the Department an organization chart of Contractor's Staff, including names of Key Personnel for the Project and positions during Maintenance. Contractor must also provide to the Department job descriptions for Key Personnel positions.

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

4.3.3 Except in the case of a leave of absence, sickness, death, promotion, or termination of employment, Key Personnel must not be changed during the Project from the people who were described in the Response without the prior written approval of the Department until completion of their assigned tasks, as described in the Work Plan, or Acceptance of the Module if such tasks are not so described in the Work Plan. Such changes to Key Personnel as permitted herein may be made pursuant to written letters that are approved by the Department.

4.3.4 During the term of the Contract, the Department reserves the right to approve or disapprove Contractor's and any Subcontractor's Key Personnel assigned to this Contract, to approve or disapprove any proposed changes in Key Personnel, or to require the removal or reassignment of any Contractor or Subcontractor Staff found unacceptable by the Department subject to the Department's compliance with applicable laws. Contractor must provide the Department with a resume of any member of its Key Personnel or a Subcontractor's Key Personnel assigned to or proposed to be assigned to any aspect of the performance of this Contract prior to commencing any Services, for approval by the State Contract Manager.

4.3.5 All Staff proposed by Contractor as replacements for other Key Personnel must have comparable or greater skills for performing the activities as performed by the Staff being replaced.

4.3.6 Contractor assumes sole and full responsibility for its acts and the acts of its Staff. Contractor understands and agrees that the Department does not assume liability for the actions of Contractor's Staff. Contractor agrees that it has no right to indemnification or contribution from the Department for any judgments rendered against Contractor, its Subcontractors or other Staff.

4.3.7 Contractor agrees that any claim on behalf of any person arising out of employment or alleged employment by Contractor (including, claims of discrimination against Contractor, its officers, or its agents) are the sole responsibility of Contractor and are not the responsibility of the Department. Contractor will indemnify, defend and hold the Department harmless from any and all such claims asserted against the Department. Any person who alleges a claim arising out of employment or alleged employment by Contractor will not be entitled to any compensation, rights, or benefits from the Department (including tenure rights, medical and hospital care, sick and annual/vacation leave, severance pay, or retirement benefits).

4.4 The Department's Contract Manager and the Department's Project Manager.

4.4.1 The Department's Contract Manager is the Department's point of contact for all Contract management on behalf of the Department. Notices, requests, complaints, or any other issues regarding this Contract should be directed to the Department's Contract Manager. The Department's Contract Manager for this Contract is:

Gene Hermanson, MPATH Project Director
7 West 6th Avenue, Suite 2B
Helena, MT 59601
Telephone #: (406) 841-5021
FAX #: (406) 442-6926
E-mail: ghermanson2@mt.gov

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

4.4.2 The Department's Project Manager is the primary point of contact for matters of Contract performance. The Department's Project Manager or his or her designee or successor will be the principal point of contact for Contractor concerning Contractor's performance under this Contract. The Department's Project Manager for this Contract is:

Tim Peterson, MPATH Project Manager
7 West 6th Avenue, Suite 2B
Helena MT 59601
Telephone #: (406) 841-5018
Fax #: (406) 442-6926
E-mail: tpeterson@mt.gov

4.4.3 The Department will have the right to change the Department's Contract Manager and the Department's Project Manager in its sole discretion. In the event the Department removes its Contract Manager, or its Project Manager and a delay occurs before it names a permanent replacement, the Department will appoint an interim replacement and notify Contractor of the contact information for the interim replacement, to ensure that delays do not occur in the project.

4.5 Employment of State Personnel.

Contractor may not hire any current or past state employee whose hiring by the Contractor would be in violation of the requirements and prohibitions of 2-2-105, 2-2-121 or 2-2-201, MCA.

4.6 Reference and Background Checks.

The Department has the right to require Contractor to conduct reference checks, background checks, and criminal history checks on Contractor Staff who are on-site at a Department facility or who may have access to sensitive information in providing the Services. The Department has the right to reject any proposed Staff as a result of information produced by checks or other sources of information. Contractor agrees that any Contractor employee, assistant, agent, or Subcontractor employee, agent or contractor performing work under this Contract may be required: (i) to pass a fingerprint-based background check in accordance with the Department requirements; and (ii) provide results of a criminal background investigation in the form of a letter of attestation. Contractor shall pay the costs of the background and fingerprint checks and investigations. Contractor shall comply with the Department instructions on submitting fingerprints and other information to the Department in order to complete these checks. Such an investigation as described above may include, but not be limited to, criminal history records checks. Contractor must provide proof that it performed the above-described checks upon request by the Department. Results of the checks and investigations and/or failure of Contractor to cooperate fully may be grounds for termination of this Contract. Failure of a Contractor employee, agent or Subcontractor employee, agent or contractor to cooperate with a background check will result in the Department's rejection of such person and may result, in the Department's discretion, in the immediate termination of the Contract.

4.7 Records Retention and Access Requirements.

4.7.1 Contractor agrees to the conditions of all applicable Department, State and federal regulations, which are incorporated herein by this reference, regarding retention and access requirements relating to all financial and programmatic records, supporting documents, statistical records, and other records pertaining to Services and Deliverables provided pursuant

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to this Contract. In addition, Contractor agrees to the following terms regarding retention of records and access for the Department, State and federal government officials.

4.7.2 Contractor must maintain records documenting compliance with the performance and financial requirements stated in federal and state law and in this Contract along with incorporated attachments. Records include all written and electronic documents memorializing and reporting on performance and financial accounting and any other documents as required by this Contract, state and federal laws, or other authorities or as otherwise maintained by Contractor. Contractor, upon request, must make these records available in a timely and unrestricted manner to the Department, Montana Legislative Auditor, the federal Departments of Health and Human Services, Education, Energy, and Agriculture and to other authorized federal and state entities, their auditors, investigators and agents. The Department, the federal Department of Health and Human Services, Agriculture, Energy, or Education and other authorized federal and state entities, their auditors, investigators and agents, in accordance with this Contract and applicable legal authorities, may conduct at any time during or after the term of this Contract audits and other investigations to assure the appropriate administration and expenditure of the monies provided to Contractor through this Contract and to assure the appropriate administration and delivery of services delivered through this Contract.

4.7.3 Records must be retained for a period of seven years from the completion date of this Contract. If any litigation, review, claim or audit is started before the expiration of the seven-year period, the records must be retained until all litigation, reviews, claims or audit findings involving the records have been resolved. Contractor must provide the Department and its authorized agents with reasonable access to records Contractor maintains for purposes of this Contract. Contractor must make the records available at all reasonable times at Contractor's general offices.

4.7.4 Contractor during the term of this Contract and for seven years thereafter must provide, in accordance with 18-1-118, MCA and other pertinent federal and state authorities, access to all of Contractor's records, materials and information including any and all audit reports with supporting materials and work documents pertinent to the delivery of services provided under this Contract. Access is to be available for purposes of audit and other administrative activities and investigations. Access must be provided in a timely and unrestricted manner and in a format acceptable to the Department. Access is to be available for the Department, and as applicable, the federal Departments of Health and Human Services, Agriculture, Energy, or Education, and other authorized federal and state entities, their auditors, investigators and agents. The entities and their agents may record any information and make copies of any materials necessary for the conduct of an audit or other administrative activity or investigation.

4.7.5 The records retention and review requirements of this Section must be included by Contractor in any of its subcontracts with Subcontractors. The Department's personnel will be accompanied by Contractor personnel at all times during any examination, inspection, review or audit. Contractor will not charge for services rendered in connection with an audit requested by the Department.

4.8 Accounting Requirements.

Contractor shall establish and maintain an accounting system with procedures and practices in accordance with Generally Accepted Accounting Principles (GAAP), as interpreted by the Department and other pertinent federal and state authorities, and that conforms to any other accounting requirements required by the Department or other entities, or any pertinent federal

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and state authorities. The Department will accept compliance for purposes of this Section through the adoption by Contractor of and Contractor's conformance with the International Financial Reporting Standards (IFRS). The accounting system must maintain records pertaining to the Services and all other costs and expenditures made under this Contract, and the costs properly applicable to the Contract must be readily ascertainable therefrom.

4.9 Cooperation and Related Contracts.

4.9.1 As directed by the Department, the Contractor must reasonably cooperate with and work with the State's contractors and subcontractors. To the extent permitted by the Department's financial and personnel resources, the Department will reasonably cooperate with the Contractor and will work to ensure that the Department's other contractors reasonably cooperate with the Contractor.

4.9.2 The Contractor must ensure that the Contractor's employees and subcontractors cooperate with the Department, its employees, and subcontractors and with other state or federal administrative agency employees and subcontractors at no charge to the Department for purposes relating to the administration of the services to be delivered under this Contract and as the Department otherwise determines necessary.

4.9.3 The Department may award supplemental contracts for work related to the deliverables under this Contract. The Contractor and its subcontractors will cooperate at no charge with other contractors designated by the Department under this subsection and will not commit or permit any act that may interfere with the performance of work by any Department designated contractor.

4.9.4 The Contractor and its subcontractors, as requested by the Department, will allow parties interested in submitting proposals to perform work related to the deliverables under this Contract or to other MPATH deliverables to have reasonable supervised access during the competitive procurement for normal business hours site visits to the project site for explanations and demonstrations of software systems and systems documentation. A party inspecting the project site and software and systems documentation at the request of the Department will be required to limit use of the information obtained by that party to only the purposes designated by the Department.

4.9.5 Contractor will not be responsible for the acts or failures to act of any other contractors or for any delays which may be caused by any other contractors, or by the Department to the extent that the Department fails to comply with its obligations under Section 4.9.1. However, Contractor will be responsible for delays of, or acts or failures to act of, other contractors or the Department to the extent such delays, or acts or failures to act are caused by or due to Contractor fault.

4.10 Audit Reports.

Contractor must provide, upon the Department's request, a copy of those portions of Contractor's and its Subcontractors' internal audit reports relating to the Services provided to the Department under this Contract. On the Effective Date, Contractor must provide the Department with a copy of its most recent SSAE 18 audit report which covers internal controls. Thereafter, Contractor will regularly (no less than annually) undergo SSAE 18 audits and will provide the Department with a copy of each such audit within 60 days of its completion. If any relevant exceptions are noted, Contractor must correct those exceptions at its cost in a timely manner. The

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SSAE 18 audit report will be considered confidential and intended only for distribution to the Department and other entities as required by law.

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4.11 CIO Oversight.

The Chief Information Officer for the State of Montana, or designee, may perform contract oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of Contract obligations. The Chief Information Officer may require the Department to issue a right to assurance or a stop work order.

4.12 Contractor Performance Assessments.

4.12.1 The Department may do assessments of Contractor's performance. Contractor will have an opportunity to respond to assessments, and independent verification of the assessment may be utilized in the case of disagreement.

4.13 Reporting of False Claims, Fraud and Other Criminal Matters.

4.13.1 Contractor and its employees, agents and subcontractors must report, relative to the federal source of the funding for this Contract, either to the Office of Inspector General for the federal Department of Health & Human Services, the federal Department Of Education or the federal Department Of Agriculture any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim under the federal False Claims Act (31 U.S.C. §§ 3729–3733, the "Lincoln Law") or has committed a criminal or civil violation of legal authorities pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

4.13.2 Contractor and its employees, agents and subcontractors must report to the Department or other appropriate state authority any credible evidence that an act in violation of the Montana False Claims Act, at Title 17, chapter, 8, part 4, MCA, has been committed.

4.13.3 Any Contractor and its subcontractors furnishing items or services funded with Medicaid monies at more than a single location or under more than one contractual or other payment arrangement and receiving aggregate payments of Medicaid monies totaling $5,000,000 or more annually must comply with the requirements of 42 U.S.C. 1396a(a)(68). It is the responsibility of Contractor to establish written policies to be presented in handbooks and otherwise for all employees that include detailed educational information about the federal False Claims Act and the other provisions specified in Section 42 U.S.C. 1396a (a) (68).

5. Services and Resources.

5.1 Performance.

Contractor must perform the Services and provide Deliverables as described and required by this Contract and all subsequent Contract amendments including any such Enhancements to Services and Deliverables implemented by Contractor to achieve the requirements described in this Contract. Contractor has responsibility for managing the Project to successful completion in accordance with the requirements of the Contract. This Contract is predicated in part on the use of the features specified in the Contract, and the RFP and the Response, as applicable, and the attachments and materials referred to in those documents, including resources, persons, and personnel qualifications. Contractor must ensure it will apply those specific resources, persons, personnel qualifications, and other performance features as required. Contractor may not substitute specified features without written approval of the Department. Substitutions proposed must be equal to or better than those originally proposed, offered or identified.

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5.2 Necessary Resources.

The Department will provide resources and personnel as described in this Contract. Contractor must provide the personnel and all other materials and resources necessary for the performance of the Services and provision of Deliverables. Contractor will ensure that its representatives have the hardware and software necessary to complete the engagement as identified in the Contract. The Department will not supply hardware or software to Contractor except as described in Appendix A or unless specifically agreed to in writing. Charges will be reduced to the extent that the Department performs obligations that are described in the Contract as being performed by Contractor in accordance with Section 14.

5.2.1 Contractor must provide any software used in the Module, that is not separately licensed by Contractor. The Software must be purchased or licensed on behalf of the Department and transferred after implementation to the Department, at no additional costs. The Department will have all ownership rights in software and modifications thereof and associated documentation designed, developed, or installed with Federal Financial Participation under 42 U.S.C. 1396b (r); 42 CFR part 433, subpart C; 45 CFR part 75; 45 CFR part 95, subpart F; and part 11, State Medicaid Manual.

5.2.2 Contractor must make semiannual code deliveries for such software referenced in Section 5.2.1.

5.3 Ownership.

Title to all Property furnished by the Department must remain in the Department. Title to all Property purchased by Contractor, for which Contractor has been directly reimbursed by the Department under this Contract, will pass to and vest in the State of Montana unless otherwise provided.

5.4 Use of Property.

Any Property furnished to Contractor by the Department will, unless otherwise provided herein, or approved in writing by the Department's Project Manager, be used only for the performance of its obligations under and subject to the terms of this Contract.

5.5 Damage to Property.

Contractor must protect and be responsible for any loss, destruction, or damage to Property which results from or is caused by Contractor's willful misconduct or negligent acts or omissions or from the failure on the part of Contractor to maintain and administer that Property in accordance with the terms of the Contract. Notwithstanding anything to the contrary herein, Contractor will be liable to the Department for any damages resulting from damage to Property, which damages result from or are caused by Contractor's acts or omissions. Contractor will ensure that the Property is returned to the Department in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted. Contractor will repair or make good any such damage, destruction or loss at any the Department Property, and will do so without requesting contribution from the Department.

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5.6 Notice of Damage.

Upon the loss of, destruction of, or damage to any of the Property, Contractor must notify the Department's Project Manager thereof and take all reasonable steps to protect that Property from further damage.

5.7 Surrender of Property.

Contractor must surrender to the Department all Department Property upon the earliest of expiration or termination of this Contract.

5.8 Purchased Property.

5.8.1 Property to be used for the purposes of carrying out the duties and responsibilities provided for in this Contract may be purchased with funds from this Contract only if authorized by the Department through the terms of this Contract.

5.8.2 Property purchased with federal funding must be purchased, managed, and disposed of in accordance with the pertinent provisions at 45 CFR Part 75.

5.8.3 At such time as Contractor no longer contracts to deliver Services to the Department or as directed by the Department during the term of the Contract, Contractor agrees to deliver, as may be required by law or as may be directed by the Department, title to and possession of any Property purchased with contractual money to the Department or to any entity designated by the Department.

5.9 Technology Access for Persons Who Are Blind or Visually Impaired.

Information Technology Equipment and Software purchased and licensed with monies under this Contract for use by departmental employees, program participants, or members of the public must provide, as required by 18-5-604, MCA, blind or visually impaired persons with access, including interactive use of the equipment and services, that is equivalent to that provided to persons who are not blind or visually impaired.

6. Equipment.

The parties acknowledge and agree that the Department and/or Contractor shall provide Equipment as described in Appendix A. Contractor's use of the Department's Equipment will be subject to the Department's security, administrative and other requirements. If Contractor is providing Hosting Services or a SaaS approach, Contractor must provide at least 60 days' advance Notice to the Department before Contractor moves its Equipment to another Site, and Contractor will provide the Department information as is requested by the Department about the move and coordinate such move to avoid or minimize any negative impact from such move.

7. Services and Deliverables.

7.1 General.

7.1.1 Contractor must provide the Services and Deliverables as described in the RFP, the Response, the Work Plan, DEDs, and other parts of this Contract, and as mutually agreed in writing between Contractor and the Department. Contractor must utilize the Specifications, the RFP, the Response, the Deliverables for which the Department has previously granted Acceptance, DEDs, Contractor's professional knowledge, and this Contract as the basis of Services and Deliverables. Contractor must retain backup copies on electronic media pertaining

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to Data and Deliverables, in accordance with Contract Section 4.7, and must provide the Department on its request with a copy thereof until that time.

7.1.2 All Services and Deliverables are subject to the Department's review or Acceptance, including Deliverables that are provided pursuant to Change Orders. The Department's review or Acceptance of Services and Deliverables will be in accordance with the time frames and terms therefor set forth in this Contract or in the Work Plan.

7.2 Work Plan.

7.2.1 The Work Plan will initially be included in Appendix G. Contractor must produce and provide to the Department an update to the Work Plan as a Deliverable with input from the Department within 30 Days of the Effective Date. The Work Plan must provide detailed information, in a Microsoft Project (Version 2013 or later) document, including tasks, Deliverables, milestones, Schedule, tasks and task dependencies, identification of resource requirements, and the Payment Schedule. The Work Plan will be inclusive of the mutual expectations and work to be performed by the Department and Contractor in order to complete the Project successfully. In the event of failure of the parties to agree upon the update to the Work Plan and/or of the Department to give its Acceptance thereof within 45 Days of the Effective Date, the Department may invoke its right to immediately terminate this Contract, and, in the Department's discretion, pursue negotiations with an alternative vendor.

7.2.2 Contractor must maintain the Work Plan for its Module. Contractor must adhere to the Work Plan and its associated Schedule. The Schedule in the Work Plan must not change as a result of time required by Contractor to correct Deficiencies, unless otherwise agreed beforehand in writing by the Department. However, the Schedule may, in the Department's discretion, be extended on a day-to-day basis to the extent that the Department's review of a Service or Deliverable and review of Corrections of Deficiencies in accordance with the Acceptance process is longer than described in the Schedule.

7.2.3 Contractor must provide the Department with updates to the Work Plan monthly, as described in the RFP and Response, and as otherwise necessary throughout the term of this Contract to accurately reflect the status of activities, tasks, events, Services, Deliverables and projected Schedule(s) for such activities, tasks, events, Services and Deliverables. Contractor will present the updated Work Plan at a time agreed to by the parties in writing, and the updated Work Plan will highlight changes made from the prior Work Plan. Any such update changes must be agreed upon in writing by the Department's Project Manager. Contractor agrees the Work Plan will become a part of this Contract by amendment upon Acceptance by the Department and agrees to execute any further documents necessary to accomplish this incorporation. Any Work Plan change request which would result in an increased cost to the Department must be considered a Change Order under Section 14. The Work Plan progress updates must allow adequate time, in the Department's reasonable judgment, for the Department to review and comment on the updates, as well as any new or modified Deliverables, and revision or Correction of Deliverables by Contractor. However, unless otherwise specifically agreed to in writing by the Department's Director or his or her designee in writing, the Department's agreement on a change to the Work Plan will not relieve Contractor of liability for liquidated damages and other damages arising from such failures to perform its obligations as required under the original Work Plan. Contractor must provide updated copies of its detailed Work Plans in Microsoft 2013 format and an online manner in a common server drive accessible and usable by the Department.

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7.3 Acceptance Process.

7.3.1 Contractor must give Confirmation for each Deliverable before the Department will begin performing Acceptance Tests. Upon delivery of a Service or Deliverable and receipt of Confirmation from Contractor that the Service or Deliverable meets applicable Specifications, the Department will, with Contractor's assistance at no additional charge and in accordance with the Work Plan, review or perform Acceptance Tests on the Service or Deliverable to determine if it conforms to Specifications. The Department will provide Acceptance for a Service or Deliverable if it has no Deficiencies. However, if a Deficiency is found, the Department will notify Contractor, in an e-mail or other document, of Deficiencies used as the grounds for the Department's decision not to give Acceptance. Contractor must correct Deficiencies at no cost to the Department. The Department will review or perform Acceptance Tests to verify whether the Service or Deliverable lacks Deficiencies and will notify Contractor, in writing, of its Acceptance or rejection following such review or Acceptance Tests. Contractor's times for correcting Deficiencies and the Department's review thereof will be in accordance with the timeframes set in the Work Plan, or, if time periods for correcting Deficiencies by Contractor and reviewing and retesting the corrected Services or Deliverables are not in the Work Plan, each such time period will be ten business days.

7.3.2 If Contractor is unable to correct all Deficiencies within the number of days described in the Work Plan following the scheduled Acceptance Date, or if no such date is in the Work Plan, the Department may, within 30 days from such scheduled Acceptance Date, at its sole option: (a) continue reviewing or performing Acceptance Tests on the Deliverable or Service and require Contractor to continue until Deficiencies are corrected or eliminated; (b) require Contractor to provide, at its expense, a replacement Deliverable or Service for further review or Acceptance Tests; (c) set-off from the Charges to the extent the Department determines the Deficiencies for the Service or Deliverable have not been corrected and provide Acceptance for the applicable Service or Deliverable; or (d) after completion of the process set forth in this Section 7.3 and providing Notice of default to Contractor, terminate this Contract in whole or in part as described in Section 23.2.

7.3.3 After Acceptance of a Deliverable or Service, the Department will, with input from Contractor, determine whether the Deliverable or Service, if applicable, is ready for Cutover. Contractor will put the Deliverable or Service into Production after the Department gives Contractor Notice that the Deliverable or Service is ready for Cutover. After being put in Production, a Deliverable or Service must be subject to the terms of Sections 7.3.1 and 7.3.2. The Department must give Acceptance after a Deliverable or Service is in Production for at least three calendar days without Deficiencies except Severity Level Moderate and Severity Level Minor Deficiencies as defined in Definitions.

7.4 Protection from Damage.

Contractor must continuously protect all Deliverables and backups therefor prior to their receipt by the Department and while in Contractor's possession or control from damage, destruction or loss resulting from or caused by the acts or omissions of Contractor in connection with the Deliverables. Contractor must ship all Deliverables purchased pursuant to this Contract, FOB the Department's destination. The method of shipment must be consistent with the nature of the goods and hazards of transportation. During the period Deliverables are in transit and in possession of Contractor, its subcontractors and carriers prior to their receipt by the Department, Contractor and its insurers, if any, will relieve the Department of responsibility for all risks of loss or damage thereto, unless such loss or damage are caused by the negligence or misconduct

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of the Department. After the Department is in receipt of a Deliverable, the risk of loss or damage will be borne by the Department, except loss or damage attributable to Contractor's acts or omissions.

7.5 Delivery.

Contractor must provide to the Department Services and Deliverables pursuant to this Contract on or before the applicable Service or Delivery Dates. All such Services and Deliverables made pursuant to this Contract must be complete. Contractor must deliver hard copy and electronic versions, when required, of the Deliverables in formats agreed to by the parties.

7.6 Interpretation of Deliverables.

In the event of a contradiction, conflict, ambiguity or inconsistency in or between Deliverables and other documents comprising this Contract, including without limitation, a Deliverable that has already received Acceptance from the Department's Project Manager, the RFP, the Response, and any future amendments to this Contract, any such contradiction, conflict, ambiguity or inconsistency will be resolved in accordance with the Department's reasonable judgment and in favor of the latest Department-approved Deliverable except in the case where a previous documented requirement is inadvertently omitted or not addressed directly or accurately in a subsequent Deliverable. No requirements can be omitted from the Specifications or a DED for a Service or Deliverable without the written consent of the Department's Project Manager.

7.7 Representation.

By submitting a Deliverable or delivering a Service, Contractor represents and warrants that it has performed the associated tasks in a manner that will, in concert with other tasks, meet the Specifications, obligations, and objectives stated or referred to in this Contract. By unconditionally giving Acceptance for a Deliverable or Service, the Department represents only that it has reviewed the Deliverable or Service and detected no Deficiencies of sufficient gravity to defeat or substantially threaten the attainment of those objectives and to warrant the withholding of Acceptance for the work completed.

7.8 Source Code.

7.8.1 Contractor must provide the Department with a copy of the Custom Software Source Code if Contractor provides such Custom Software to the Department for the Module, together with the Configuration, and updated associated technical Documentation for the Custom Software and configuration. The information must be provided: (i) upon Acceptance of each Module; (ii) when Contractor delivers or implements an Enhancement to a Module during the term; (iii) as described in the Work Plan; and (iv) at other times during the Project and Maintenance as requested by the Department. Contractor must provide such Source Code and Documentation at no additional cost on magnetic media in a format acceptable to the Department.

7.8.2 Contractor must also use the terms of Appendix E to allow the Department to obtain access to the other Custom Software Source Code under conditions described in Appendix E. At its option and expense, the Department may request that the completeness and accuracy of any such Custom Software Source Code and/or associated technical documentation be verified. Such verification will be conducted by the escrow agent or, upon at least ten business days' prior notice to Contractor, a representative of the Department, after full disclosure to Contractor of information reasonably requested by Contractor about such representative. Unless otherwise agreed in writing by Contractor and the Department, verification will be performed on site at Contractor's premises, utilizing Contractor's equipment

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and software, at a time reasonably acceptable to Contractor. Contractor must make technical and support personnel available as reasonably necessary for the verification. In the event the Custom Software Source Code and/or associated technical Documentation in escrow is not accurate or complete, Contractor must promptly correct such inaccuracies or incomplete escrow, but in all cases within 10 Days.

7.9 Knowledge Transfer.

While constructing and developing the Deliverables and Services, as applicable, Contractor must demonstrate and provide information to staff designated by the Department about the functions and operations of all Services and Deliverables in accordance with the RFP Specifications, Contractor's Response, subsequent amendments, other parts of the Contract, and as otherwise agreed to by the parties.

8. Licenses.

8.1 Grants to the State.

8.1.1 For Software provided as a SaaS, Contractor hereby grants to the Department a nonexclusive license to: (a) use and access the Contractor Technology, Module and Services, in whole and in part, for supporting the internal operations of the Department and Processing the Data; and, (b) grant Users the right to use and access the Module and Services, in whole or in part. The license hereunder is granted as of the Delivery Date or the date of first access to or delivery of the Contractor Technology, Module, and Services and continue until expiration of the term or earlier termination of the Agreement, subject to Section 23.9.3.

8.1.2 For Software operated on State Equipment or hosted by Contractor on Equipment at a non-State Site other than as a SaaS, Contractor hereby grants to the Department for the Department's internal purposes and for Processing data for other State agencies and other State tax-supported entities: (a) a nonexclusive, perpetual, non-terminable, irrevocable license to use, demonstrate, modify, prepare derivative works based on, and reproduce the Contractor Technology; (b) a nonexclusive, perpetual license to use, demonstrate, modify, prepare derivative works based on and reproduce Third-Party Software, which Contractor provides to the Department in Source Code format or which the Department receives in whole or in part under Appendix E; and, (c) a nonexclusive, perpetual, license to use and reproduce the Third-Party Software, which Contractor provides to the Department in Executable Code format. The licenses hereunder are granted as of the Delivery Date of the Contractor Technology and Third-Party Software and continue until the Department returns the Contractor Technology and Third-Party Software and copies thereof to Contractor or erases such Software from its Equipment's storage media. However, the Department will have the right to retain a copy of any such Software for archival purposes.

8.1.3 Licenses to the Department. Contractor hereby grants to the Department nonexclusive licenses to: (1) use and access remotely the Module and the Hosting Services, (2) use and access the Software, and (3) use, demonstrate and reproduce the Software (provided in Object Code) solely for the Department's internal purposes. With respect to Third Party Software, Contractor will either (i) cause the Department to be granted nonexclusive license rights from third parties, including Subcontractors, or (ii) procure such rights for itself such that the Department may enjoy use of any third-party software embedded or integrated into the Software and the System. Contractor agrees to procure, at its sole cost and expense, all such rights for the Department. To the extent needed, the licenses granted in this Section are granted as of the date of delivery to or availability for the Department and continue through the entire

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Term of this Agreement, provided, however, the Department shall have the right to retain a copy of the Software (in Object Code) solely for archival purposes.

8.2 State and Federal Governments.

In accordance with 45 C.F.R. 95.617 and other portions of 45 C.F.R. Part 95, all appropriate State and federal agencies, including but not limited to CMS, will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for federal government purposes software, modifications, and documentation designed, developed or installed with Federal Financial Participation under 45 CFR subpart F, subject to the terms of Section 9.1.2 below.

8.3 Title.

Contractor and its suppliers hold all right, title and interest in the Contractor Technology, Proprietary Software and Third-Party Software.

8.4 Documentation.

Contractor must provide Documentation required for submittal for use in electronic format compatible with Microsoft Corporation's then-generally available Office products. There must be no additional charge for the Documentation or Enhancements or updates thereto, in whatever form provided. Contractor's Documentation must be comprehensive, well structured, and indexed for easy reference. If Contractor maintains its technical, Maintenance and installation Documentation on a web site, Contractor must still provide electronic versions of the Documentation to fulfill the obligations set forth in this Section. Contractor may also provide such information on CD-ROM or portable electronic media. Contractor grants the Department a nonexclusive, perpetual, non-terminable, irrevocable right to use, make derivative works based upon, modify, and reproduce the Documentation furnished pursuant to this Section at no additional charge, except that this right exists only during the term of the Contract for Documentation provided in a SaaS.

8.5 Copies.

The Department will reproduce and include the copyright and other proprietary notices and product identifications provided by Contractor on such copies, in whole or in part, or on any form of the Contractor Technology provided to the Department.

8.6 Restrictions.

Except as otherwise permitted in this Contract, for the licenses granted in Section 8.1.2 or 8.1.3, the Department agrees not to: otherwise copy, display, transfer, adapt, modify, reverse engineer, decompile, disassemble, or distribute to any unauthorized third party or lease the Proprietary Software, Contractor Technology, or Third-Party Software or any copy of it.

8.7 Replacement Equipment and Third-Party Software.

For the licenses granted in Section 8.1.2 and 8.1.3, the Department is entitled to exercise its rights to Software on the Equipment or any replacement Equipment used by the Department, and with any replacement Third-Party Software chosen by the Department without payment of additional Charges or other amounts.

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8.8 Third-Party Software Licenses.

THIS SECTION IS INTENTIONALLY LEFT BLANK.

8.9 Versions.

Unless otherwise mutually agreed to in writing, for the Software licensed in Section 8.1.2 or 8.1.3, Contractor must, during the Project, maintain and implement any and all Proprietary Software and Third-Party Software products at their most current version or no more than one version back from the most current version at no additional charge. However, Contractor must not maintain any Proprietary Software and Third-Party Software versions, including one version back, if any such version would prevent the Department from using any Functions, in whole or in part, or would cause Deficiencies in the Module. Any additional costs that are charged by a Third-Party Software licensor or Contractor for an upgrade or Enhancement to a Third-Party Software product or the Proprietary Software are the sole responsibility of the Contractor and will be charged to and paid for by Contractor.

9. Ownership.

9.1 The Department's Ownership.

The Department will have all ownership rights in software and modifications thereof and associated documentation designed, developed, or installed with Federal Financial Participation under 42 U.S.C. 1396b (r); 42 CFR part 433, subpart C; 45 CFR part 75; 45 CFR part 95, subpart F; and part 11, State Medicaid Manual. In addition, except as noted below, the Department will also own all right, title and interest in and to: (i) the Department's Confidential Information; (ii) the Department's intellectual property; (iii) the Department's owned or leased Equipment (iv) the Deliverables: (v) the Module "look and feel" (to the extent such "look and feel" is original to the Module) and product specifications of the Department: (vi) all Department documents and/or policies included in the Module: and (vii) all Data input and/or stored by Users on the Module.

9.1.1 The Department acknowledges that the Services are commercial offerings developed at private expense. The Services are proprietary to the Contractor or the applicable third-party provider and based upon and contain trade secrets and other Confidential Information. Contractor or the applicable third-party provider retains all right, title, and interest, including intellectual property rights and all other rights, in the Services and any copies, modifications or derivative works thereof, and all enforcement rights related thereto. No right to use, print, copy, modify, create derivative works of, adapt, translate, distribute, disclose, decompile or reverse engineer the Services is granted, except as expressly set forth in the Agreement. Contractor reserves all rights not expressly granted hereunder.

9.1.2 With regard to references to 45 C.F.R. 95.617 and other portions of 45 C.F.R. Part 95 the parties acknowledge that an exception under 45 C.F.R. § 95.617(c) applies in situations involving, "proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the general public," including SaaS Solutions.

9.1.3 The Department grants to Contractor a non-exclusive, non-transferable license to use Work Product for Contractor's internal purposes in conjunction with the Services.

9.2 Additional Ownership Rights.

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The Department will retain title to and all ownership rights in all data and content, including multimedia or images (graphics, audio, and video), text, and the like provided by the Department (the "content"), but grants Contractor the right to access and use content for the purpose of complying with its obligations under this Contract and any applicable statement of work. The content does not include any proprietary or intellectual property rights of Contractor (a) conceived, reduced to practice, designed, created, developed, or authored by Contractor prior to, independent of or outside the scope of the Agreement, (b) developed using private funds, or (c) that form part of the Services or any other commercial offering.

9.3 Deliverables and Work Product Title Passing.

Title to all Deliverables provided by Contractor to the Department must pass to and vest in the Department upon Acceptance of the applicable Deliverable, unless otherwise provided in the Contract. Title to other Work Products must pass to and vest in the Department upon the Delivery Date of the applicable Work Product. Contractor must take all actions necessary and transfer ownership of such Deliverables to the Department upon their Acceptance and such other Work Products on their Delivery Dates.

9.4 Compilations.

For purposes of this Section, Deliverables and Work Products that contain Contractor Technology will be deemed to be compilations as defined in 17 U.S.C. § 101 and will be owned by the Department as provided in 17 U.S.C. § 103(b), and the underlying pre-existing materials and Contractor Technology included in the Deliverables and Work Product will remain owned by Contractor and its suppliers.

9.5 Assignment of Rights by Contractor.

As between the parties, subject to Section 9.3 above, all Work Products, including without limitation Custom Software (except for the Contractor Technology, Proprietary Software, and Third-Party Software, which for the purposes of this Section of the Contract will not be owned by the Department) and Data, will be deemed works made for hire of the Department for all purposes of copyright law, and copyright will belong solely to the Department. If any such Work Product is adjudged to be not a work made for hire, Contractor must assign, and hereby assigns, all copyright in such work to the Department, as well as all patents, trademarks, trade designs, trade secrets and other intellectual property rights. Contractor hereby assigns all right, title and interest in and to such Work Products to the Department. Contractor shall, at the expense of the Department, assist the Department or its nominees to obtain copyrights, trademarks, or patents for all such Work Products in the United States and any other countries. Contractor agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country copyrights and patents in and to such Work Products. Contractor agrees to and hereby, to the extent permissible, waives all legal and equitable rights relating to the Work Products, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

9.6 Delivery.

Contractor must furnish Custom Software and Documentation, upon request of the Department, in accordance with applicable State law. Contractor must, at no cost to the Department, deliver to the Department, upon the Department's request during the term or at the expiration or termination of all or part of Contractor's performance hereunder, a current copy of all Deliverables.

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9.7 Data.

9.7.1 The Department has ownership and unlimited rights to use, disclose, duplicate, or publish all information and Data developed, derived, documented, or furnished by Contractor under or resulting from this Contract, except as noted below. Such Data includes all results, technical information, and materials developed for and/or obtained by the Department from Contractor in the performance of the Services hereunder, including all reports, surveys, plans, charts, recordings (video and/or sound), pictures, drawings, analyses, source code and object code, graphic representations, computer programs and printouts, notes and memoranda, meeting minutes, and documents whether finished or unfinished, which result from or are prepared in connection with the Services performed as a result of this Contract.

9.7.2 Notwithstanding anything to the contrary contained herein, all plan data, provider network data, and other Data provided by insurance carriers to the Department or Contractor for purposes of the Project will remain the property of such insurance carriers. From time to time as necessary the Department will obtain the consent of insurance carriers to permit the use by the Department, Contractor and Users of such insurance carrier's data on the System.

9.7.3 All Data, including all consumer data and/or carrier data stored by Contractor hereunder must be stored exclusively at locations within the continental United States.

9.7.4 For audit purposes or to support requests by Federal or State oversight, Contractor must provide the Department with a copy of all Data which is on the Equipment used for the System within five (5) Business Days of a request from the Department. Contractor must provide such Data to the Department up to four (4) times per Year at no additional cost to the Department. Contractor must provide such Data to the Department on magnetic [or electronic] media in a format acceptable to the Department.

9.7.5 Except to the extent that Contractor is required to retain such information in accordance with state and federal law and state policy, at the end of the term of this Contract, Contractor must delete or destroy all Data that is owned by the Department pursuant to this Section, provided, however, Contractor must not be required to delete such Data from its electronic data archives that are retained solely for emergency back-up and recovery purposes so long as such Data is promptly and permanently deleted in the event such archives are ever accessed for recovery purposes. If deletion or destruction is not feasible, then Contractor shall continue to protect the information in accordance with the security, confidentiality, and Business Associate provisions contained herein.

9.8 Notices.

Contractor must produce and include the Department’s copyright and other proprietary notices and product identifications provided by Contractor on such copies, in whole or in part, or on any form of the Deliverables.

9.9 Inventions.

All patent and other legal rights in and to inventions arising out of activities assisted by funds from this Contract must be available, in accordance with:

9.9.1 42 U.S.C. 1396b (a) (3), which provides for Federal Financial Participation (FFP) in State expenditures for the design, development or installation, and operations of mechanized claims processing and information retrieval systems;

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9.9.2 42 U.S.C. 1396b (r), which imposes certain standards and conditions on mechanized claims processing and information retrieval systems (including eligibility determination); and

9.9.3 Health and Human Services regulations and CMS procedures for implementing those regulations at 42 CFR part 433, subpart C., 45 CFR part 75, 45 CFR part 95, subpart F, and part 11, State Medicaid Manual; and

9.9.4 any other applicable legal authority, to the public for royalty-free and nonexclusive licensing. Contractor must notify the Department promptly in writing of any invention conceived or actually reduced to practice in the course of performance of this Contract.

9.10 Reservation of Rights

Notwithstanding the ownership and license rights under this Contract, neither party will be prevented from using ideas, concepts, expressions, know-how, skills and experience developed or learned by it in the course of, performance under the Contract.

10. Implementation.

10.1 Implementation.

Contractor must complete Implementation according to timelines agreed upon between the Department and Contractor based on the RFP and Response, all applicable Appendices to this Contract, the Work Plan, Change Orders, and any subsequent amendments agreed upon between the parties pursuant to this Contract.

10.2 Training.

Contractor must provide necessary Training in accordance with the RFP and Response, all applicable Appendices to this Contract, the Work Plan, Change Orders, and any subsequent amendments agreed upon between the parties pursuant to this Contract so as to be able to effectively test or utilize Software and Services prior to Contractor's provision of such Software and Services. The Department and Contractor agree to cooperate to develop written Training Services and timelines.

10.3 Conversion.

Contractor must participate in and perform Services for Conversion as described in the RFP, the Response, and the Conversion Plan Deliverables and with the Work Plan.

11. Warranties.

11.1 Deliverables and Services.

11.1.1 Contractor represents and warrants that each Deliverable and Service, including without limitation the Module, will conform to and perform in accordance with its applicable Specifications as provided herein following its Acceptance by the Department. Contractor must in accordance with Section 12 and Appendix B repair or replace each of the Services and Deliverables that does not meet applicable Specifications as provided herein at no charge. If a Deliverable includes any products provided by third parties, such as Third-Party Software, Contractor must fully cooperate with and coordinate the work with such third parties and the Department to promptly repair and replace the Deliverables at no additional charge.

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11.1.2 Contractor also represents that it has and warrants that it will have the capability and capacity to produce the Deliverables it has agreed to provide to the Department, that it will secure all Third-Party Software licenses necessary to provide the Deliverables in accordance with the terms of the Contract, and that each Deliverable will be implemented into Production and supported by Contractor to meet the requirements in the Contract. If additional Software licenses or Deliverables, including Enhancements, are needed to Third-Party Software for Contractor to meet this representation and warranty, Contractor must provide such Software licenses and Deliverables at no charge.

11.1.3 Contractor represents and warrants that:

11.1.3.1 It will perform all Services required pursuant to this Contract in a professional manner, with high quality, knowledge and experience in business and systems integrations, maintenance, support and operations;

11.1.3.2 It will give highest priority to the performance of Services;

11.1.3.3 The Services will comply with the Performance Standards;

11.1.3.4 Time will be of the essence in connection with performance of the Services thereto; and

11.1.3.5 Contractor will promptly correct Services which are not in compliance with such representations and warranties at no cost to the Department.

11.2 Intellectual Property Rights.

11.2.1 Contractor warrants that it is the owner of the Work Products that are to be transferred and assigned to the Department in accordance with Section 8 or otherwise has the right to grant to the Department the licenses (including licenses to Third-Party Software) described herein without violating any rights of any third party.

11.2.2 Contractor represents that, as of the Effective Date, there is no credible actual or threatened suit by any such third party based on an alleged violation of the rights granted or licensed by Contractor to the Department hereunder where that suit, if successful, could prevent Contractor from performing its obligations under this Contract.

11.2.3 Contractor warrants that the Work Products will not infringe or misappropriate any right of, and will be free of any claim of, any third person or entity based on patent, copyright, trade secret, unfair trade practice, or other intellectual property right.

11.2.4 Contractor hereby represents and warrants to the Department that Contractor is the owner of the Contractor Technology licensed hereunder or otherwise has or will obtain the right to grant to the Department, for purposes of this Contract, the licensed rights to use, reproduce, modify and prepare derivative works based upon, the Contractor Technology and Proprietary Software provided by Contractor and the right to use, reproduce and internally demonstrate any Third-Party Software which is included as the Contractor Technology in the Module without violating any rights of any third party worldwide. Contractor represents and warrants that: (i) Contractor is not aware of any credible claim, investigation, litigation, action, suit or administrative or judicial proceeding pending or threatened based on claims that the Contractor Technology infringe or misappropriate any patents, copyrights, or trade secrets of any third party where that claim, if successful, could prevent Contractor from performing its

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obligations under this Contract; and (ii) to the best of its knowledge in regard to Third-Party Software which is included as the Contractor Technology in the Module, such Third-Party Software included as the Contractor Technology in the Module does not infringe upon or misappropriate any patents, copyrights, trade secrets or any other intellectual property rights of any third party. Contractor agrees to obtain, at its own expense, express written consent of the intellectual property rights holder(s) for the inclusion as the Contractor Technology. The Department must receive prompt Notice of each credible notice or claim of copyright infringement or infringement or misappropriation of other intellectual property right worldwide received by Contractor with respect to any Contractor Technology delivered under this Contract if that claim, if successful, could prevent Contractor from performing its obligations under this Contract. To the extent permitted by the owner of the Contractor Technology provided by Contractor, the Department will have the right to modify or remove any restrictive markings placed upon the preexisting materials by Contractor.

11.2.5 The Department's remedies for the Contractor's breach of its warranties under this Section 11.2 are as specified in Section 21.1 of this Contract.

11.3 Date/Time Compliance Warranty.

11.3.1 Contractor warrants that the Module and associated Deliverables and all data-related output or results produced by the Services or Deliverables: (i) will not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by the Department that may deliver date records from the Software, or interact with date records of the Software.

11.3.2 Contractor will promptly repair or replace each of the Deliverables and Services in breach of such representations and warranties at no charge to the Department.

11.4 Unauthorized Code and Self-Help Code.

Contractor warrants to the Department that the Module, Deliverables, and Contractor Technology provided to the Department, under this Contract contain or will contain no Unauthorized Code or Self-Help Code. Contractor will, in accordance with times in Appendix B, promptly repair or replace each of the Module, Deliverables, or Contractor Technology in breach of such warranty at no charge to the Department.

11.5 Power and Authority.

Contractor represents and warrants that it has the full power and authority to grant to the Department the rights described in this Contract without violating any rights of any third party and that there is currently no credible actual or threatened suit by any such third party based on an alleged violation of such rights by Contractor where that suit, if successful, could prevent Contractor from performing its obligations under this Contract. Contractor further represents and warrants that the person executing this Contract for Contractor has actual authority to bind Contractor to each and every term, condition and obligation to this Contract, and that all requirements of Contractor have been fulfilled to provide such actual authority.

11.6 Registration.

11.6.1 Contractor represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.

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11.6.2 All persons and entities Contractor engages under this Contract, including its employees and approved subcontractors, must be appropriately trained, licensed, certified and credentialed as required by law.

11.6.3 Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at http://sos.mt.gov.

11.6.4 A business required to register may not enter into or continue to perform under this Contract unless providing the Department with proof of a current certificate of authority to conduct business.

11.7 Physical Media.

Contractor warrants that each copy of the Software provided by Contractor is and will be free from physical defects in the media that tangibly embodies the copy. Contractor will immediately replace, at Contractor's expense including shipping and handling costs, any Software provided by Contractor that does not comply with this warranty.

11.8 Written Commitments.

Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute a material breach and will render Contractor liable for damages under the terms of this Contract. For purposes of this Section, a commitment by Contractor includes: (i) Charges, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor in its Response or contained in any Contractor publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Response or used to effect the sale to the Department.

11.9 Legal and Regulatory Compliance.

Contractor represents and warrants that as of the Effective Date the Services and Deliverables comply with all applicable federal and State laws, regulations, codes, Standards and ordinances. In the event that any Services performed, or any Deliverables provided by Contractor are subsequently found to be non-compliant with such laws, regulations, codes, Standards or ordinances, it will be the sole responsibility of Contractor to bring the Services and Deliverables into compliance. Any modification or enhancement to Contractor Services to meet new federal or state requirements after the Effective Date will be made free of charge to the Department, if made available generally and at no charge to Contractor's customer base. For federal requirements not made generally available at no charge, the cost of modification or enhancement will be prorated among Contractor's customer base in the United States. If any new requirements apply to the State of Montana only, the cost of modification or enhancement will be prorated among Contractor's customers in the State of Montana for the applicable Contractor

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Services. For federal or state laws enacted or modified after the Effective Date, Contractor will use commercially reasonable efforts to provide such modifications within: (i) 180 days after notice is given to Contractor of the law or regulation by the Department (if a state law or regulation), or (ii) 180 days of the publication of a federal regulation in the Federal Register or (iii) the compliance date of the statute, whichever is later. Notwithstanding the foregoing, if federal or state laws enacted or modified after the Effective Date require modifications or enhancements in less than 180 days, Contractor will use commercially reasonable efforts to provide such modifications in compliance with the applicable federal or state law. In the event that such efforts do not result in timely compliance, the Department and the Contractor will cooperate in seeking a reasonable extension of time to comply from the applicable federal or state authority.

11.10 Performance Standards.

11.10.1 Contractor warrants that it will maintain the Module, in whole and in part, to meet the Performance Standards.

11.10.2 Contractor will conduct tests for measuring and certifying the achievement of the Performance Standards as described in Appendix B. Contractor must implement all testing, measurement and monitoring tools and procedures required to measure and report Contractor's performance of the Module against the applicable Performance Standards. Such testing, measurement and monitoring must permit reporting at a level of detail sufficient to verify compliance with the Performance Standards and will be subject to audit by the Department. Contractor will provide the Department with information and access to all information or work product produced by such tools and procedures upon request for purposes of verification.

11.10.3 The Department will defer the enforcement of the Operations Performance Standards until the first full month that begins 60 calendar days following the first production implementation of the Contractor's solution. This one-time deferment does not apply to software deployments that follow the first production implementation (e.g., major/minor implementations, patches, fixes, or maintenance releases).

11.11 Compatibility.

Contractor warrants that, if the Module, in whole or in part, is replaced or upgraded by Contractor with replacement or upgraded components provided by Contractor, or Contractor provides Custom Software Deliverables or Enhancements, the Custom Software shall be integrated into the rest of the Module and the MPATH, and the upgraded, replaced, and modified Software will operate with the rest of the Software, Equipment and Data in the Module and the MPATH, including without limitation, Custom Software and Third-Party Software and Enhancements, without loss of any Functions and Services, as provided in the Specifications, and without Deficiencies. If the Department decides to produce Enhancements or to upgrade any of the Third-Party Software which is used as part of the Module or which interfaces with the Module with new versions or releases, Contractor will, at no additional cost to the Department install and maintain the Module, in whole and in part, to operate in accordance with its Specifications and to be compatible with the Enhancements and new versions or releases of the Third-Party Software, so long as the Department uses industry standard integration.

11.12 Non-Obsolescence.

Contractor represents and warrants that, except as provided in this Section, the Software and Equipment must not become Obsolete during the term of this Contract. Contractor has included the cost of replacement of Obsolete Software and/or Equipment through planned Obsolescence

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by the applicable manufacturer and/or licensor in the Charges to be paid by the Department pursuant to the terms hereof. In the case that any such Software and/or Equipment becomes Obsolete during the term of this Contract, Contractor will replace the affected Software and/or Equipment with functionally equivalent Software and/or Equipment that is subject to maintenance and support by the applicable manufacturer and/or licensor at no charge to the Department. Notwithstanding the foregoing, in the event Contractor is made aware of a manufacturer and/or licensor's planned obsolescence after the term, Contractor will provide Notice thereof to the State.

11.13 Authorization.

Contractor represents and warrants that:

11.13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has all requisite power and authority to execute, deliver and perform its obligations under this Contract;

11.13.2 It has the full power and authority to grant to the Department the rights described in this Contract without violating any rights of any third party and that there is currently no credible actual or threatened suit by any such third party based on an alleged violation of such rights by Contractor where that suit, if successful, could prevent Contractor from performing its obligations under this Contract;

11.13.3 The execution, delivery and performance of this Contract has been duly authorized by Contractor and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Contractor to enter into this Contract and perform its obligations under this Contract;

11.13.4 The person executing this Contract for Contractor has actual authority to bind Contractor to each and every term, condition and obligation to this Contract, and that all requirements of Contractor have been fulfilled to provide such actual authority;

11.13.5 It is duly authorized to conduct business in and is in good standing in each jurisdiction in which Contractor will conduct business in connection with this Contract;

11.13.6 It has obtained all licenses, certifications, permits, and authorizations necessary to perform the services under this Contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of Contractor's performance of the services; and

11.13.7 It will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the services; and Contractor will maintain all required certifications, licenses, permits, and authorizations during the term of this Contract at its own expense.

11.14 Ability to Perform.

Contractor represents and warrants that:

11.14.1 Contractor has the financial stability to carry out at least six months of Services, including Operations during any period of this Contract without reimbursement for the Services or expenses;

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11.14.2 Contractor has the financial resources to fund the capital expenditures required under the Contract without advances by the Department or assignment of any payments by the Department to a financing source;

11.14.3 Each Subcontractor providing a substantial amount of the Services under this Contract has the financial resources to carry out its duties under this Contract; and

11.14.4 The Contractor must maintain, for the purposes of this Contract, an accounting system of procedures and practices that are in material compliance with Generally Accepted Accounting Principles (GAAP), as interpreted by the Department and other pertinent federal and state authorities, and that conforms to any other accounting requirements that may be required under 45 CFR § 74.21 through 45 CFR § 74.28, 45 CFR 92 §21 through 45 CFR §92.26, or any pertinent federal and state authorities. The Department will accept compliance for purposes of this section through the adoption by the Contractor of and the Contractor's conformance with the International Financial Reporting Standards (IFRS)

11.15 Limitation of Warranties.

As of the Effective Date, Contractor's warranties are as specified and defined in this Contract, and all other warranties, including implied warranties, are disclaimed.

12. Operations and Maintenance Services.

12.1 General Responsibilities.

Contractor must provide Services as described in this Section as Maintenance Services for the Charges described in Appendix A. Contractor's Service responsibilities include but are not limited to the following in operating and maintaining the Module:

12.1.1 Promptly repair in accordance with Appendix B or replace the Module or other Deliverable, or any portion thereof, that has Deficiencies;

12.1.2 Maintain the Module in accordance with the Specifications and terms of this Contract;

12.1.3 Execute on-line diagnostics from a remote Contractor location solely to assist in the identification and isolation of suspected Deficiencies, subject to the Department's security and administrative requirements;

12.1.4 Re-perform any Service that fails to meet the requirements of this Contract at no cost; and

12.1.5 Coordinate with the Department all tasks related to correcting Deficiencies connected with the Module, other Services and other Deliverables.

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12.2 Inquiry and Assistance.

Contractor must, in accordance with the terms described in the RFP and Appendix B, respond to the inquiry with the following, as applicable:

12.2.1 Responses to questions relating to the Module, including without limitation isolating problems to the Software, Services, Data or Equipment;

12.2.2 The development, on a best efforts basis, of a temporary solution to or an emergency bypass of a Deficiency;

12.2.3 Corrections and repairs of errors, problems or Deficiencies with the Module, to the extent technically feasible; and

12.2.4 Clarification of Documentation.

12.3 Additional Assistance.

12.3.1 For the Software licensed in Section 8, Contractor will dispatch trained and qualified Services Staff to the Department's applicable Site in the event that: (i) such assistance as described in Section 12.2 does not resolve Deficiencies or problems related to the Department's inquiries regarding Equipment or Software at such Site within 24 hours after Contractor's response to the Department; (ii) the Module is non-Operational; and (iii) the Department's requests additional assistance. If the Module is non-Operational, such Contractor Staff must remain at the Site on a 24 hour, seven days a week basis repairing the Module until it operates in accordance with its Specifications.

12.3.2 If such assistance as described in Section 12.3.1 does not resolve Deficiencies or problems related to the Department's inquiries regarding Equipment and Software at such Site for other types of conditions than described in Section 12.3.1 within 24 hours of Contractor's response to the Department, and the Department requests additional assistance, Contractor will dispatch trained and qualified Services Staff to the Site within four hours of the Department's request and such Staff must be at such Site within 24 hours of the Department's request for additional assistance.

12.3.3 As the Module is provided on a SaaS basis from data center locations other than the Department's applicable Site, the parties clarify that the commitments to dispatch Services Staff to the Department's applicable Site as described above will only apply if the parties agree the presence of such Services Staff at the applicable Site will meaningfully expedite resolving of the referenced Deficiencies or problems.

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12.4 Database.

Contractor must maintain and make available online to the Department a database of all Change Requests, Deficiencies, other problems reported by the Department under Section 12.2 or known to Contractor in the Software and Services used for Module and each visit by such Services Staff as described in Section 12.3 for Software licensed in Section 8. The database must include, as a minimum, the following:

12.4.1 Date and time Contractor was notified, or an inquiry is made;

12.4.2 Date and time of arrival at the Department Site or inquiry response;

12.4.3 Time spent for resolution of Deficiencies;

12.4.4 Description of Deficiencies;

12.4.5 Description of severity level of Deficiencies, e.g., emergency;

12.4.6 Description of Deficiency resolution;

12.4.7 Date and time of resolution.

12.5 Corrections and Enhancements.

12.5.1 Corrections must be provided to the Department at no cost and without the need for a Change Order. Contractor will deliver updated System Documentation to reflect the Correction delivered. Contractor must provide Confirmation that each such Correction has been tested and performs according to the Specifications. Contractor agrees to correct corrupted Data that may result from any Deficiency or introduced by the Correction.

12.5.2 Contractor must also provide the Department with all Enhancement and associated Documentation that are provided as general releases to the Software, in whole or in part, or integrate such Enhancement into the Hosting Services, as applicable, at no additional cost. Contractor must pre-test each such Enhancement general release and give a Confirmation that it performs according to the Specifications as modified by written agreement of the parties. Contractor agrees to correct corrupted Data that may result from any Deficiency introduced by the Enhancement. The Enhancements referenced in Section 12.5.2 are provided at no cost, such as the Corrections in Section 12.5.1.

12.5.3 Contractor must produce Custom Software Enhancements as the Department requests in accordance with the Change Order process described herein. The Department will entertain requests from Contractor to license the Custom Software and Custom Software Enhancements that Contractor has developed for the Department under this Contract to other states or for Contractor to sublicense such Custom Software and Custom Software Enhancements to other states and the Department will decide in the Department's sole discretion whether to grant any such licenses. Further, such licenses will be subject to mutual agreement on applicable terms and conditions. Contractor must correct any Deficiency at no cost and without the need for a Change Order.

12.5.4 If Contractor develops a new Function for its System for another state, and if Contractor has rights to make it available to the Department for the Department's use, Contractor will make available the new Function to the Department at no additional cost for the function. However, Contractor may charge the Department to customize, configure and

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implement the Function for the Department's specific version of the System. Or, the Department could use System Enhancement pool hours to customize, configure and implement such Function for the Department. If new functionality for the System must be developed for multiple states and is core to multiple customers, Contractor will develop such functionality and allocate the cost for such functionality fairly and reasonably between the Department and the other states receiving or using the functionality, and the Department would pay for work specifically for the Department as described above. Contractor must pre-test each function and give a Confirmation that it performs according to the Specifications as modified by written agreement of the parties. Contractor agrees to correct corrupted Data that may result from any Deficiency introduced by the Function.

12.6 Deficiency Reports.

Contractor must provide to the Department, within 15 days of the Effective Date and the end of each calendar quarter thereafter, a list and description of all problems, bugs, errors and Deficiencies known by Contractor to be in any version of the Proprietary Software and Third-Party Software used by the Department, along with a schedule for resolution thereof. Deficiencies, problems, errors and bugs causing crashes or corruption of the Data must be reported by Contractor pursuant to applicable Appendix B - Performance Standards.

12.7 Continuous Improvement.

Contractor must on an ongoing basis at no charge to the Department, as part of its total quality management process, identify, report to the Department, and implement ways to improve performance of the Module and Services and identify and apply techniques and tools from other Contractor installations that would benefit the Department either operationally or financially.

12.8 Responsibilities of Department.

The Department will use reasonable efforts to ensure that its users do not sell, resell, lease, lend, or otherwise make available the Services in whole or in part to a third party or use the Services for timesharing, rental, outsourcing, or service bureau operations, or to train persons other than its users. The Department will manage and maintain communications, connections, and devices for Montana State Government entities at all Montana State Government locations. The Department will also: (a) credential all Users and determine the correct privileges for each user, (b) use reasonable efforts to ensure that all Users use the Services in accordance with the Documentation and for no other purpose, and (c) be responsible for addressing activities that occur under the Department's or Users' accounts or passwords; however, in this sentence, references to "Users" do not include Contractor's Users. The Department will use reasonable efforts to prevent unauthorized use of the Services, and to terminate any unauthorized use. If the Department becomes aware of any unauthorized use of, or access to, the Services, the Department will promptly notify Contractor. The Department is also responsible for its security and privacy compliance, including obtaining consents and authorizations where necessary.

12.9 Third Party Services.

Contractor will provide third party Software, Services and equipment to the Department under the applicable terms of the third-party supplier. The Agreement will identify applicable third-party supplier pass-through terms which will be available on Contractor's website or attached to the Agreement. Any liability limitations set forth in the third party pass-through provisions state the maximum liability of the applicable supplier with respect to that product or service. This section does not affect the liability of Contractor to the Department under this Agreement.

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13. Avoidance of Conflicts of Interest.

13.1 Contractor must:

13.1.1 Comply with applicable state and federal laws, rules and regulations regarding conflicts of interest in the performance of its duties under this Contract;

13.1.2 Cooperate with complete independence and objectivity without real or actual conflict of interest with respect to the activities conducted under this Contract;

13.1.3 Establish safeguards to prohibit its board members, officers and employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain; and

13.1.4 Have no interest nor acquire any direct or indirect interest that would conflict in any manner or degree with its performance under this Contract.

13.2 Violation of State or Federal Law

This Contract is subject to immediate termination if Contractor engages in any violation of state or federal law relating to:

13.2.1 mail fraud, wire fraud, making false statements, price fixing and collusion to fix prices under the Sherman Act, 15 U.S.C. §§ 1-7;

13.2.2 kickback schemes in violation of the Anti-Kickback Act, 41 U.S.C. §§ 51-517; and

13.2.3 collusion with other contractors in a noncompetitive manner to gain unfair advantage in providing services at a noncompetitive price in violation of Title 17, Chapter 8, Part 4, MCA.

13.3 Personal Benefit

Contractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of Contractor may receive a financial or other valuable benefit as a result. The Department may grant exceptions to this prohibition where it determines that the circumstances warrant the granting of an exception.

13.4 Conflicts

The Contractor must avoid any real/actual conflicts of interest on the part of Contractor, subcontractors, or employees, officers and directors of Contractor or subcontractors. Thus, the Department reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real/actual conflict of interest; and, if a conflict is found to exist, to require Contractor to submit additional information or a plan for resolving the conflict, subject to the Department's review and prior approval. The Contractor will also use reasonable efforts to avoid the appearance of a conflict and resulting allegations, assertions or claims that a conflict exist.

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13.5 Conflicts of interest include:

13.5.1 An instance where Contractor or any of its subcontractors, or any employee, officer, or director of Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Contract.

13.5.2 An instance where Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

13.5.3 If the Department is or becomes aware of a known or suspected conflict of interest, Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five business days from the date of notification of the conflict by the Department to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by the Department and cannot be resolved to the satisfaction of the Department, the conflict will be grounds for terminating the Contract. The Department may, at its discretion upon receipt of a written request from Contractor, authorize an extension of the timeline indicated herein.

14. Changes.

14.1 Changing Government Programs and Services.

14.1.1 The parties acknowledge that government programs and services supported by this Contract will be subject to continuous change during the term of this Contract. Contractor has provided for or will provide for adequate resources to reasonably accommodate such changes, subject to the Change Order process of this Section.

14.1.2 The Parties also acknowledge that Contractor was selected, in part, because of its expertise, experience, and knowledge concerning applicable Federal and/or State laws, regulations, policies, guidelines or Standards that affect the performance of the Services and the Module.

14.2 Identifying Changes.

In keeping with the Department's reliance on Contractor's knowledge, experience and expertise, Contractor will be responsible for identifying changes in applicable federal or State legislative enactments, regulations, and Standards, and the impact of such changes on the performance of the Services or Deliverables or the Department's use of the Services or Deliverables. Contractor must timely notify the Department of such changes and must work with the Department to identify the impact of such changes on how the Department uses the Services or Deliverables.

14.3 Noncompliance.

Contractor must, in accordance with Appendix B, correct any noncompliance with the laws, regulations, policies, guidelines and Standards that affect the Services or Deliverables that are to be provided or that have been provided by Contractor, its Subcontractors or their agents.

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

14.4 The Department's Guidance.

Contractor may request guidance in administrative and programmatic matters that are necessary to Contractor's performance. The Department may provide such guidance as it determines appropriate. Guidance may include providing copies of regulations, statutes, standards and policies that are to be complied with under this Contract. The Department may supply essential interpretations of such materials and this Contract to assist with contract compliance by Contractor. Contractor is not relieved by a request for guidance of any obligation to meet the requirements of this Contract. Legal services will not be provided by the Department to Contractor in any matters relating to Contractor's performance under this Contract. If any provision of this Contract, per se or as applied, is determined by the Department to be in conflict with any federal or State law or regulation then the provision is inoperative to the extent that the Department determines it is in conflict with that authority and the provision is to be considered modified to the extent the Department determines necessary to conform with that authority.

14.5 Issuance of Change Requests.

The Department may request changes within the scope of this Contract at any time by a written Change Request.

14.6 Contractor Response to Changes and Change Requests.

Contractor must respond in writing within 10 days of receiving a Change Request, advising the Department of any cost and Schedule impacts. When there is a cost impact, i.e., increase or decrease in Charges, Contractor must advise the Department in writing of the increase or decrease involved, including a breakdown of the number of Staff hours by level of Contractor and the Department personnel needed to effect this change.

14.7 Agreement on Change Order.

Contractor's Project Manager and the Department's Project Manager will negotiate in good faith and in a timely manner as to the price for and the impact on the Schedule of any Change Request. If the parties reach an agreement on a Change Order in writing, and the Change Order is executed by authorized representatives of the parties, the terms of this Contract will be modified accordingly. The parties will execute a formal Contract amendment for any Change Order that increases or decreases the Maximum Amount. Change Orders and such Contract amendments must be executed by the Department's Project Director. Contractor will promptly incorporate all Change Orders affecting the Services and Deliverables into applicable Module Documentation. In no event will the Charges be increased, or the Schedule be extended in a Change Order to correct errors or omissions in the Response. Deficiency Corrections must be provided to the Department at no additional cost and without the need for additional Change Orders. All Change Orders must be maintained in consistent order in the Department's Contract file.

14.8 Disagreement.

If federal or state laws, rules, regulations, policies, Standards or guidelines are adopted, promulgated, judicially interpreted or changed, the effect of which is to alter the ability of either party to fulfill its obligations under this Contract, the parties will promptly negotiate in good faith appropriate modifications or alterations to the Contract and any appropriate Change Orders. In the event of a change of law or other authority, the Department may present to Contractor notice of the change along with a Change Request or an amendment or amendments to bring contractual terms and performance into compliance with the change. If the Department submits to Contractor a Change Request or such an amendment to comply with such laws, rules,

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regulations, policies or guidelines and if the parties are unable to reach an agreement in writing within 15 days of Contractor's response to such a Change Request, the Department may modify the Change Request or amendment or issue a Change Order or the amendment as is. Contractor is obligated to undertake performance as specified in the Change Order or amendment and the Contract otherwise and is to receive payment for that performance in accordance with the reimbursement specified in the Change Order, the amendment and the Contract otherwise. If the parties cannot agree on the terms of a Change Order, other than entered by the Department as described above, the parties will pursue the dispute resolution process under Section 24.14. Nothing in this Section excuses Contractor, in any manner, from proceeding diligently with the Contract as changed by the Change Order, while reserving all rights and claims.

14.9 Termination.

If Contractor fails or refuses to perform its Services pursuant to a Change Order, Contractor shall be in material breach of this Contract, and the Department has the right to terminate the Contract for such a breach in accordance with Section 23.1.

14.10 Contractor Submission of Change Request.

Contractor may also submit a Change Request to the Department to propose changes that should be made within the scope of this Contract. Any such Change Request must include a price summary and Schedule impacts. The Department will attempt to respond to such Change Requests from Contractor within 20 days of receipt. If the parties reach an agreement on a Change Order in writing, and the Change Order is executed by authorized representatives of the Parties, the terms of this Contract will be modified accordingly through an amendment as provided for in Section 24.21. If the parties are unable to reach an agreement in writing on a Change Request submitted by Contractor, the Department's Project Manager will be deemed to have rejected the requested Change Request. Upon rejection by the Department of a Contractor request for a change order, Contractor is obligated to continue performance in accordance with this Contract.

14.11 Changes Initiated by Contractor.

14.11.1 Contractor must provide the Department with Notice and a description of all Contractor-initiated changes to the Module, for any change that might affect or impact the Department. The Notice must be 60 Days in advance when feasible and must include any known impacts the changes might have to the Department. If the change is determined by the Department to result in the Module being non-compliant with Contractor's requirements under this Agreement, Contractor must, at no cost to the Department, correct the change that results in non-compliance.

14.11.2 Except for emergencies, Contractor must notify the Department 60 Days prior to non-remedial Changes to the Module. Contractor will provide an opportunity for the Department testing and analysis of State systems and procedures.

14.11.3 Contractor must absorb all costs associated with Contractor initiated changes to the Module.

14.12 Update Key Documents.

14.12.1 Contractor must maintain and update as required the key design and operational manuals. Updates that are made as a result of Module changes must be completed and provided to the Department as defined in Appendix B.

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

14.12.2 Contractor must send the Department an e-mail or other electronic broadcast, which includes a summary description of such Module change, at least 20 Days prior to the change going to testing and at least 10 Days prior to Implementation of the change. If feasible and when requested by the Department, Contractor will provide some or all of the updated Documentation to the Department prior to implementing Module and operational changes into Production.

14.13 Pricing for Change Requests.

14.13.1 Contractor must perform Services on Change Requests on a time and materials, not-to-exceed basis. Contractor must base prices for Change Requests on the reasonable number of Staff hours, fixed labor categories, plus any other reasonable expenses needed to affect the Change at rates presented in Appendix A.

14.13.2 Pricing documents submitted for approval of the Department must include a breakdown of costs by Staff hours and any other expenses.

14.13.3 The Department, at its discretion, can choose to utilize System Enhancement Pool hours to reimburse the Contractor for Services on a Change Request.

15. Letter of Credit.

15.1 Value.

The Letter of Credit must secure the performance of Contractor, including performance of the Services in accordance with the Work Plan and providing Deliverables in accordance with the Specifications, and must secure any damages, cost or expenses resulting from Contractor's default in performance hereunder or liability caused by Contractor. Contractor may satisfy the obligation to provide a Letter of Credit through provision of one or more Letters of Credit on behalf of Contractor or from various sources. The State requires 4% of the DDI Contract value (total of Attachment G - Schedule B) for DDI and will be reduced to 2% of the total operations contract value (total of Attachment G - Schedule C) once all module components are in full operations.

15.2 Payments.

The Letter of Credit must become payable to the Department for any outstanding damage assessments made by the Department against Contractor. An amount up to the full amounts of the Letter of Credit may also be applied to Contractor's liability for any administrative costs and/or excess costs incurred by the Department in obtaining similar Software, Deliverables, other products and Services to replace those terminated as a result of Contractor's breach. The Department may seek other remedies in addition to this stated liability. It is understood and agreed that the form of the Letter of Credit will be substantially similar to the form in Appendix D.

15.3 Review and Acceptance by the Department.

Prior to acceptance of the Letter of Credit, the Department reserves the right to review and give its acceptance of the Letter of Credit. Both the initial expense and the annual premiums on the Letter of Credit must be paid by Contractor. The original Irrevocable Letter of Credit must be provided to the following address within 10 business days from the Effective Date: State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. Failure to timely provide a Letter of Credit acceptable to the Department is a material breach of this Contract.

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

16. Additional Rights and Remedies.

16.1 Liquidated Damages.

The parties agree that any delay or failure by Contractor to timely perform its obligations under the Work Plan and in accordance with the Performance Standards may interfere with the proper and timely delivery of the Module, to the loss and damage of the Department. In such circumstances, the Department may incur major costs to maintain the functions that would have otherwise been performed by Contractor. The parties understand and agree that the following Sections, Appendix B, and the RFP describe the liquidated damages Contractor must pay to the Department as a result of nonperformance hereunder by Contractor, that such liquidated damages are reasonable and enforceable compensatory damages, and that Contractor will not claim at any time during and after the term that such damages are unenforceable. This Section refers to the dates in the Work Plan, the dates and times in Appendix B, and other dates as agreed to by the parties under this Contract.

16.1.1 The Contractor may incur under Section 16.1 assessments of liquidated damages for delays and failures.

16.1.2 The assessment of liquidated damages will not constitute a waiver of damages under this Contract, including the Department's right to terminate this Contract. The Department is entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the Department will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages.

16.1.3 Amounts due the Department as liquidated damages may be deducted by the Department from any money payable to Contractor under this Contract, or, if any liquidated damages remain on termination, the Department may bill Contractor as a separate item therefor and Contractor must promptly make such payments.

16.1.4 In the event that one discrete occurrence, event, act, or omission results in violation of two or more Performance Standards, the amount of liquidated damages payable by Contractor to the State shall be limited to the amount the State is entitled to receive in accordance with the Performance Standard that would result in the greatest recovery for the State, and the State shall not be entitled to assess liquidated damages for violations of other Performance Standards arising from the same discrete occurrence, event, act, or omission.

16.1.5 Where, for reasons beyond the reasonable control of Contractor, including the acts or omissions of the State, other State contractors, or third parties, or where other dependencies to Contractor's performance are unmet, that are the sole cause of the impact to the Contractor's performance such that Contractor is not in compliance with a Performance Standard, Contractor's noncompliance will be excused, and Contractor will not be assessed Liquidated Damages.

16.2 Withholding Payments.

The Department has the right to withhold any and all payments due to Contractor, if Contractor fails to perform its obligations under the Contract, and other authorities governing 1) the delivery of the contracted services, 2) the receipt and expenditure of the monies provided through this Contract, and 3) the conduct of Contractor as a contractor for the State, without penalty or work stoppage by Contractor, until Contractor cures its failures to perform. The Department will

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provide Contractor Notice of both the amount of withhold and of the basis for the withholding of payment. Contractor is not relieved of its performance obligations when the Department withholds payment and must continue to perform in accordance with this Contract.

16.3 Reductions in Payments Due.

Amounts due the Department by Contractor, including liquidated or other damages, or claims for damages, may be deducted or set off by the Department from any money payable to Contractor pursuant to this Contract.

16.4 Substitute.

If, in the reasonable judgment of the Department, a default by Contractor is not so substantial as to require Contract termination, reasonable efforts to induce Contractor to cure the default are unavailing, Contractor fails to cure such default within 10 days of receipt of Notice from the Department, and the default is capable of being cured by the Department or by another resource without unduly interfering with continued performance by Contractor, the Department may, without prejudice to any other remedy it may have, provide or procure the Deliverables or Services reasonably necessary to cure the default. In which event, Contractor must reimburse the Department for the reasonable cost of the Deliverables or Services in default.

16.5 Performance Standards.

If any Deliverable, including the Module, fails to meet its Performance Standards during the term and while Contractor is providing Operations or Maintenance Services, Contractor must modify, reconfigure, upgrade or replace system or Module components, including Software and Equipment at no additional cost to the Department in order to provide a solution that complies with such Performance Standards. This remedy is in addition to other remedies available to the Department for failure to meet such Performance Standards.

16.6 Stop Work Order.

The Department may, at any time, by written order to Contractor, require Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by the Department after the order is delivered to Contractor. The order must be specifically identified as a stop work order issued under this clause. Upon receipt of the order, Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor must resume work. The Department Project Manager will make the necessary adjustment in the delivery schedule or Contract price, or both and this Contract will be amended in writing accordingly.

16.7 Right to Assurance.

If the Department, in good faith, has reason to believe that Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the Department may demand in writing that Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (in no event less than five business days) may, at the Department's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

17. Corrective Action Plans.

17.1 The Department Request for Corrective Action Plan.

The Department may require Contractor to submit to the Department a Corrective Action Plan to correct or resolve a specific event or events causing the finding of a Deficiency or breach or prior to assessment of a liquidated damage.

17.2 Scope of the Corrective Action Plan.

The Corrective Action Plan required by the Department under this Section must provide:

17.2.1 Contractor's detailed explanation of the cause or reasons for the cited Deficiency or breach;

17.2.2 Contractor's assessment or diagnosis of the cause of the cited Deficiency or breach; and

17.2.3 Contractor's specific proposal to cure or resolve the Deficiency or breach.

17.3 Submission and Approval of Corrective Action Plan.

The Corrective Action Plan must be submitted within ten business days following the request for the Corrective Action Plan by the Department or another date acceptable to the Department. The Corrective Action Plan must be subject to written approval by the Department.

17.4 Contractor Responsibility for Performance.

Notwithstanding Contractor's submission and the Department's acceptance of a Corrective Action Plan, Contractor remains responsible for achieving all Performance Standards and compliance with all other obligations under this Contract. Further, the Department's acceptance of a Corrective Action Plan under this Section will not:

17.4.1 Excuse Contractor's prior performance;

17.4.2 Relieve Contractor of its duty to comply with performance standards; or

17.4.3 Prohibit the Department from assessing additional remedies or pursuing other appropriate remedies for continued substandard performance.

18. Insurance.

18.1 General Liability, Professional Liability, Crime and Cybersecurity Coverage.

18.1.1 Contractor must maintain for the duration of the Contract, at its cost, primary standard commercial general liability insurance coverage. The coverage must include contractual liability, bodily injury, property damage, products and completed operations, and personal and advertising injury. The insurance must cover claims as may be caused by acts, omissions, or negligence of Contractor or Contractor's officers, or employees. The general liability insurance coverage must be obtained with combined single limits for bodily injury, personal injury, and property damage of $1,000,000 per occurrence and $2,000,000 per general aggregate per year. In addition, Contractor must carry umbrella liability insurance with a $2 million aggregate limit.

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

18.1.2 Contractor must maintain professional liability errors and omissions insurance, with coverage of not less than $2,000,000 per occurrence and $4,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers or employees. The following conditions apply: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2). The insurance policy will be maintained for a period of two (2) years after the termination or expiration of this agreement.

18.1.3 Contractor must maintain crime coverage insurance of not less than $3 million single limit per occurrence and $3 million in the aggregate, which must at a minimum cover occurrences falling in the following categories: Computer Fraud; Forgery; Money and Securities; and Employee Dishonesty; and

18.1.4 Contractor must maintain cyber-security insurance, with coverage of not less than $3 million per occurrence/$3 million general aggregate, that includes but is not limited to coverage for first-party costs and third-party claims from: (i) failure to protect data, including unauthorized disclosure, use or access, (ii) security failure or privacy breach, (iii) failure to disclose such breaches as required by law, regulation or contract, (iv) notifications, public relations, credit monitoring, postage, advertising, and other services to assist in managing and mitigating a cyber-incident, (v) interruptions of business operations, (vi) network security failure, (vii) cyber-extortion, (viii) cyber-terrorism, (ix) communications and media liability (e.g., infringement of copyright, title, slogan, trademark, trade name, trade dress, service mark or service name in the policyholder's covered material), (x) EFT, computer, and electronic transmissions fraud and theft, and (xi) other cyber-liability and cyber-crime expenses.

18.2 Automobile Liability Insurance

18.2.1 Contractor must maintain, at its cost, business automobile liability insurance coverage covering Contractor’s owned or non-owned or vehicles used by Contractor for this Contract.

18.2.2 Contractor must maintain business automobile liability insurance coverage, inclusive of bodily injury and property damage, with split limits of $1,000,000 per person (personal injury), $2,000,000 per accident occurrence (personal injury) and $100,000 per accident occurrence (property damage) or combined single limits of $1,000,000 per occurrence.

18.3 General Requirements.

18.3.1 The coverage must be from an insurer with a Best’s Rating of no less than A- or through a qualified self-insurer plan, implemented in accordance with Montana law and subject to the approval of the Department.

18.3.2 Contractor shall ensure the State of Montana, its officials, employees, State contract related agents and volunteers are covered under Contractor’s business automobile liability insurance for all automobiles leased, hired, or borrowed by Contractor.

18.3.3 The parties agree that Contractor may use a blanket endorsement to name the Department as an additional insured under Contractor's liability policies. The Department may require Contractor to provide copies of any applicable blanket additional insured endorsements to those policies.

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

18.3.4 Contractor's insurance coverage is the primary insurance in respect to the State of Montana, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the State of Montana, its officials, employees, and volunteers is in excess of Contractor's insurance and does not contribute with it.

18.3.5 Contractor is responsible for any deductible or self-insured retention that it may carry.

18.3.6 Contractor must require all of its agents, subcontractors, representatives, assignees, volunteers and any other person, partnership, corporation, or other legal entity performing work or services, or providing materials under this Contract to maintain the same insurance coverage as set forth in this Section.

18.4 Worker's Compensation Coverage.

Prior to performing Services under this Contract, Contractor must provide or purchase worker's compensation coverage for its employees. The Department will not be responsible for payment of premiums or for any other claim or benefit for Contractor, or any Subcontractor or employee of Contractor, which might arise under applicable laws during the performance of duties and Services under this Contract. However, should Contractor fail to secure insurance coverage or fail to pay premiums on behalf of its employees, the Department may deduct the amount of premiums and any penalties owing from the amounts payable to Contractor under this Contract and transmit the same to the responsible State agency.

18.5 Subcontractors.

Contractor will provide a list of current Subcontractors that will perform work under this Contract. For all new Subcontractors that are contracted to perform work after the effective date of this Contract, unless Subcontractors are listed as insured under Contractor's insurance policies, Contractor will furnish separate certificates of insurance and endorsements for each such Subcontractor(s) upon request. The Subcontractor(s) must comply fully with all insurance requirements stated herein or the Subcontractor(s) shall be listed as insured under Contractor's insurance policies. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

18.6 Premiums.

Premiums on all insurance policies must be paid by Contractor or its Subcontractors. Such liability insurance policies provided for the Department pursuant to this Section will expressly provide therein that the policy will not be revoked by the insurer until 30 days' Notice of intended revocation is provided to the Department by Contractor or such insurer, and that the Department will be named as additional insured. The foregoing additional insured requirement does not apply to the professional liability policy or workers compensation coverage.

18.7 Cancellation.

Contractor's insurance policies must not be canceled or non-renewed in scope of coverage without provision for equivalent substitute insurance and such cancellation or nonrenewal must not take place or reduced in scope of coverage until five business days' written Notice has been given to the Department, attention the Department's Project Director, and Contractor has replacement insurance policy(ies) in place that satisfy the requirements set forth in this Section. Contractor's insurance policies must not be reduced in scope without the Department's prior written consent unless scope of coverage still meets the requirements detailed in this Contract.

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

18.8 Insurance Documents.

Contractor must upload to their vendor portal available under eMACS and furnish to the Department copies of certificates of all required insurance within 30 calendar days of the Effective Date, and copies of renewal certificates of all required insurance within 30 days after the renewal date. Contractor must submit the certificates of coverage to the Department's Project Manager at an address designated in writing by the Department as well as upload to their vendor portal. These certificates of insurance must provide evidence of coverage meeting the insurance requirements specified in this Section and be executed by a duly authorized representative of each insurer. The Certificate of Insurance for each required policy shall reference the Department Contract Number for the Contract. Failure to provide these documents is grounds for immediate termination or suspension of this Contract by the Department for material breach. Contractor is not required to submit to the Department copies of Certificates of Insurance for personal automobile insurance required of Contractor's employees and volunteers under this Contract.

18.9 Increased Coverage.

The Department is to be notified by Contractor immediately if any aggregate insurance limit as required in this Contract is exceeded. In such event, additional coverage must be purchased to meet requirements or Contractor may elect to self-insure claims that exceed insurance limits in a policy year. If Contractor chooses to self-insure claims that exceed insurance limits in a policy year, Contractor shall provide Notice to the Department of Contractor's intention to self-insure such claims before the limit is reached and shall provide information requested by the Department regarding Contractor's plan to self-insure such claims for the remainder of the policy year.

18.10 Cross-Liability.

All insurance provided by Contractor under this Contract must be primary as to any other insurance or self-insurance programs afforded to or maintained by the State, and all insurance policies, except for the professional liability policy and workers compensation coverage, must include a severability of interests (cross-liability) provision.

18.11 General.

By requiring insurance, the State of Montana and the Department do not represent that the coverage and limits specified will be adequate to protect Contractor. Such coverage and limits will not be construed to relieve Contractor from liability in excess of the required coverage and limits and will not limit Contractor's liability under the indemnities and reimbursements granted to the State and the Department in this Contract.

18.12 Subrogation.

Contractor agrees to waive all rights of subrogation against the Department, its boards, agencies, departments, officers, employees, agents, and volunteers for losses arising from services performed by Contractor under this Contract.

18.13 Extended Coverage.

18.13.1 For Professional Liability Errors and Omissions coverage described above, Contractor must continue such coverage for at least five years beyond the expiration or termination of this Contract. The Retroactive Date must be shown and must be before the Effective Date or the beginning of work on the Contract, whichever is earlier. If coverage is

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canceled or non-renewed, and not replaced with another claim made policy form with a Retroactive Date prior to the Effective Date, Contractor must purchase "extended reporting" coverage for a minimum of five years after expiration or termination of the Contract, whichever is earlier.

19. Protection of Proprietary Information of the Contractor and Proprietary Information of the Department.

19.1 Purpose.

This Section applies to each party's Proprietary Information. Proprietary Information is one type of Confidential Information. Section 20 applies to Confidential Information including Proprietary Information.

19.2 Parties Agree to protect Proprietary Information.

The disclosure of Proprietary Information is limited to authorized personnel. The Department and Contractor must maintain all Proprietary Information of the other party in confidence, in the same manner as each party protects the confidentiality of its own Proprietary Information, but in no event with less than reasonable care. Neither party will at any time use, publish, reproduce or disclose Proprietary Information, except to authorized employees, contractors and agents requiring such information.

19.2.1 Both parties will take all steps necessary, including oral and written instructions to all staff, to safeguard the other party's Proprietary Information against unauthorized disclosure, reproduction, publication or use. Each party agrees that prior to disclosing any Proprietary Information of the other party to any authorized third party, it will obtain from that third party a written acknowledgment that such third party will be bound by the same terms as specified in this Section with respect to the Proprietary Information. In addition to the requirements expressly stated in this Section, Contractor and its Subcontractors will comply with any policy, rule, or reasonable requirement of the Department that relates to the safeguarding or disclosure of information relating to the Services performed by Contractor under this Contract, including without limitation the terms of the Response.

19.3 This Contract and Appendices are Supporting Documents.

This Contract and Appendices and supporting documents are public documents available for public inspection to the extent allowable by State law. The Department has the right to use for a public purpose, and disclose to the public, all contractual information, including reports, evaluations, statistics, and other management and performance information related to this Contract.

19.3.1 The public has access to Contractual Information. Contractor acknowledges that the Department is subject to the public right to know under Montana law, and that this Contract, all Appendices, and supporting documents, constitute public information as defined at Section 2-6-1002, MCA. The Contract and Appendices and supporting documents are available for public inspection and copying unless determined in accordance with federal or State law to be Proprietary Information of the Contractor. The Department Contract Project Manager specified in this Contract should be contacted for purposes of inquiring as to the availability of and procedures for the release of public contractual information.

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19.3.2 Perfecting Contractor's Claim of Proprietary Information. The Contractor must identify Proprietary Information. The Contractor is responsible for identifying and segregating any document or information it claims is Proprietary Information of the Contractor. The Department Project Manager should be contacted for purposes of instruction on identifying Proprietary Information of the Contractor. The Department will only consider a claim of Proprietary Information if Contractor has identified and segregated the information for which the claim is being asserted and has provided a detailed legal analysis supporting the claim of Proprietary Information. Contractor must include with that claim the affidavit of legal counsel for Contractor, on the form provided by the Department, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY", attesting to the legal counsel's legal relationship to Contractor, acknowledging the primacy of federal and Montana law with respect to the claim, indemnifying the Department with respect to defense, and warranting Contractor's responsibility for all legal costs and attorneys' fees should the Department accept the claim and be subjected to administrative or legal contest.

19.3.2.1 The Department will not consider information claimed by Contractor to be Proprietary Information, including a claim by Contractor that information is a trade secret, if the information is available to the public without restriction through one or more other sources or the information has been legitimately released to the public otherwise by the Contractor or other parties.

19.3.2.2 The Department will provide Contractor timely notice of any administrative or legal request or contest from a third party seeking release of contractual and related information for which Contractor has properly made a claim that the information is Confidential Information as Proprietary Information. If the Department determines that such information is subject to the public right to know and must be released as requested, the Department will provide Contractor with notice of the intended release five working days prior to the date of the proposed release. The notice period is intended to allow Contractor to make arrangements, if desired, to intervene through an appropriate legal forum to contest the release.

20. Protection Obligations for Confidential Information.

20.1 Access and Protection.

20.1.1 Purpose. During the term of the Contract, Contractor and the Department will have access to and become acquainted with each party's Confidential Information. Section 19 above applies to the Confidential Information that is Proprietary Information. This Section applies to all Confidential Information of the Response.

20.1.2 Maintain Confidentiality. The Department and Contractor must maintain all Confidential Information of the other party in confidence. Each party must treat the other party's Confidential Information in the same manner as it protects the confidentiality of its own information of like kind, but in no event with less than reasonable care. Neither party will at any time use, publish, reproduce or disclose any Confidential Information except to authorized employees, contractors and agents requiring such information. Both parties will take all steps necessary, including oral and written instructions to all staff, to safeguard the other party's Confidential Information against unauthorized disclosure, reproduction, publication or use. Contractor and its Subcontractors will comply with any policy, rule, or reasonable requirement of the Department that relates to the safeguarding or disclosure of information relating to the Services performed by Contractor under this Contract, including without limitation the terms of the Response.

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20.1.3 Contractor must implement and use at all times electronic and other security measures, standards, and procedures that meet or exceed current best business practices among like entities and operations and comply with the terms of this Contract. If requested, Contractor shall allow the Department to review Contractor's security measures, standards and procedures in a manner that protects the confidentiality of Contractor's security measures. The Department will provide Contractor a review agenda two (2) weeks prior to the review date, except where an urgency exists such as in the case of a review involving an alleged breach of the privacy provisions of the Agreement.

20.2 Contractor Compliance with the Federal HIPAA and HITECH.

The Contractor, in relation to individually identifiable personal healthcare information used or possessed by the Contractor for or related to the purposes of performance under this Contract, must comply with the privacy and security requirements of the federal Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the regulations implementing the HIPAA requirements and the Health Information Technology for Economic and Clinical Health Act (HITECH), and the regulations implementing the HITECH requirements as they may be applicable to the Contractor and the services provided through this Contract.

20.2.1 The Contractor, is a Business Associate of the Department as defined at 45 CFR 160.103. It must comply with the privacy and security requirements of federal HIPAA and HITECH. As a Business Associate the Contractor must comply with the further requirements and limitations that appear with this Contract as Appendix J.

20.2.2 The Annual Department Certification Form, attached to this Contract as Appendix K, must be signed by the Contractor. That form, containing various requirements necessitating the Contractor's certification, provides for the Contractor's certification and security requirements established in federal statutes and regulations, it is fully in compliance with the privacy and security requirements as they may be applicable.

20.2.3 Security of Confidential Personal Information. The Contractor in its possession and use of Confidential Personal Information for purposes of performance under this Contract must implement and use at all times electronic and other security measures, standards, and procedures that meet or exceed current best business practices among like entities and operations, are compatible with the technology and programs of the Department, and, if requested by the Department, have been reviewed in a manner that protects the confidentiality of Contractor's security measures, standards and procedures.

20.2.4 Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Confidential Personal Information. Contractor must notify the Department in writing within five work days in the event that Contractor receives notice of a complaint or notice of an administrative action or litigation initiated against the Contractor based on any legal authority pertaining to the protection of confidential information. The Contractor must provide the Department with a copy of any complaint or notice along with a copy of the relevant administrative or legal complaint and/or determination. The commitments in this Section 20.2.4 apply if such complaint, notice and/or determination relates to Contractor's Services provided under this Contract.

20.2.5 Access to Data. Contractor may use and disclose the Data (including protected health information, as defined under HIPAA) for purposes permitted by HIPAA, and as necessary to perform and improve the Services or as agreed upon in the Agreement. To the extent required for Contractor to provide the Services to the Department, Contractor may de-

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identify protected health information in accordance with the standards set forth in 45 C.F.R. 164.514(b) and may use or disclose protected health information to provide data aggregation services. The Department agrees that Contractor may use and disclose performance and usage Data for any purpose permitted by law; however, Contractor must obtain written permission from the Department to the extent such use or disclosure would be of Department-specific identifiable information or Data containing or derived from protected health information (as defined under HIPAA).

20.3 Cause for Termination.

Failure of Contractor to be in compliance with this provision or federal and state legal authorities protecting confidential personal information, inclusive of the federal HIPAA and HITECH Acts and the implementing regulations governing the protection of confidential personal healthcare information, is cause for termination of this Contract by the Department per Section 23.1.

21. Indemnifications.

21.1 Intellectual Property.

21.1.1 Contractor must, at its expense, defend, indemnify, and hold harmless the Department and its employees, officers, directors, contractors and agents, and the State from and against any third-party claim or action against the Department which is based on a claim that any Work Product or any part thereof under this Contract infringes a patent, copyright, utility model, industrial design, mask work, trademark, or other proprietary right or misappropriates a trade secret, and Contractor must pay all losses, liabilities, damages, penalties, costs, fees (including reasonable attorneys' fees) and expenses caused by or arising from such claim. The Department will promptly give Contractor notice of any such claim. The Department will allow Contractor to control, and will cooperate with Contractor in, the defense and any related settlement negotiations, provided that:

21.1.1.1 Contractor must permit the Department to participate in the defense and settlement of any such claim, at the Department's own expense, with counsel of its choosing; and

21.1.1.2 Contractor may not enter into or agree to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the Department, its elected and appointed officials, agents or employees without the Department's prior written consent.

21.1.2 If any Deliverable and/or Work Product furnished is likely to or does become the subject of a claim of infringement or violation as described above, then Contractor may, at its option, procure for the Department the right to continue using the alleged infringing or misappropriated Deliverable and/or Work Product, or modify the Deliverable and/or Work Product so that it becomes non-infringing or not misappropriated or replace it with one that is at least functionally equivalent. If none of the above options can be accomplished, or if the use of such Deliverable and/or Work Product by the Department is prevented by injunction, the Department must promptly return the affected Deliverable or Work Product to Contractor on written request, subject to Contractor refunding to the Department all amounts paid to Contractor for the design, development, and implementation of the affected Deliverable and for other Deliverables affected by the returned Deliverable. The Department is not precluded from seeking other remedies available to it hereunder, and in equity or law for any damages it may sustain due to its inability to continue using such Deliverables.

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21.1.3 However, Contractor will not be liable to the extent claims of misappropriation or infringement arise from Contractor's compliance with any designs, Specifications or written instructions of the Department after providing Notice to the Department of the possibility of infringement claims from third parties and Contractor could not have avoided such claims through alternative products, or from modifications made by any party other than Contractor. Additionally, Contractor will not be liable to the extent claims of misappropriation or infringement arise from (i) the use of any Deliverable in combination with any product, service or activity (or any part thereof) not furnished, performed or recommended in writing by Contractor; (ii) the use of a Deliverable in violation of the Agreement; or (iii) third party content supplied or transmitted by the Department or its Users.

21.2 General.

21.2.1 Contractor must, at its expense, indemnify, defend, and hold harmless the Department, its employees, officers, directors, contractors and agents, and the State from and against any losses, liabilities, damages, penalties, costs, fees, including reasonable attorneys' fees, and expenses for third party claims from any:

21.2.1.1 claim or action, including for property damage, bodily injury or death, caused by or arising from the negligent acts or omissions or willful misconduct of Contractor, its officers, employees, agents, or Subcontractors;

21.2.1.2 breach or alleged breach of its obligations in Section 20.3 and Appendix J;

21.2.1.3 any claim, action, suit or judgment to the extent caused by or arising from Contractor's failure to provide and maintain reasonable administrative, physical and technical safeguards consistent with applicable industry standards to appropriately protect the confidentiality and integrity of the Department's Data; and

21.2.1.4 all costs, liabilities, fees, actions, claims, penalties, fines, sanctions, disallowances, or damages, including damages resulting from a reduction of Federal Financial Participation, even if not a third-party claim, or a reduction of Federal Medical Assistance Percentage, even if not a third-party claim, that the Department determines were primarily caused by the Contractor or the Module's noncompliance with or violation of any federal or State laws, rules, regulations, policies, guidelines or Standards.

21.2.2 The obligation of Contractor to indemnify, defend, and hold harmless the State of Montana under this Section extends only to losses, liabilities, damages, costs, or fees resulting or arising in whole or in part from any actual or alleged actions, failures, or omissions of Contractor and of the State of Montana as jointly liable with Contractor relating to performance under this Contract. The obligation of Contractor to indemnify, defend and hold harmless the State of Montana under this Section does not extend to losses, liabilities, damages, costs, or fees arising solely out of or resulting solely from the actions, failures, or omissions of the State of Montana, its employees, contractors and/or agents.

21.2.3 The Department must give Contractor notice of any allegation of liability and at Contractor's expense, the Department will cooperate in the defense of the matter. An allegation of liability includes both actual and alleged claims, demands, and legal causes of action.

21.2.4 If the Department determines Contractor has failed to fulfill its obligations as the indemnitor under this Section, the Department may proceed to undertake its own defense. If

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

the Department undertakes its own defense, Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, liabilities, and penalties and for all the costs of defense incurred by the Department including attorney fees, investigation, discovery, experts, and court costs.

22. Damages Disclaimers and Limitations.

22.1 The Department's Limitation of Liability.

Any liabilities of the State of Montana and its officials, employees and agents are governed and limited by the provisions of Title 2, chapter 9, MCA, for all acts, omissions, negligence, alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.

22.2 Contractor's Limitation of Liability.

Except as provided in Section 22.4, in no event will Contractor's aggregate liability to the Department under this Contract, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract, exceed twice the Maximum Amount of the Contract. Following the successful completion of the DDI phase and acceptance by the Department, Contractor's aggregate liability will be reduced to 1.6 times the Maximum Amount of the contract. After the completion of each full year of operations, Contractor's aggregate liability limit will be reduced by .15 (e.g. after Year 1 of operations 1.45 times, after Year 2 of operations 1.30 times, after Year 3 of operations 1.15 times, and after Year 4 of operations 1.0 times). Under no circumstance will the limit on aggregate liability to the Department be less than one time the Maximum Amount of the Contract.

22.3 Contractor's Disclaimer of Damages.

Contractor will not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, or special damages.

22.4 Exceptions to Contractor's Limitation of Liability and Disclaimer of Damages.

Contractor's limitation of liability in Section 22.2 and disclaimer of damages in Section 22.3, will not apply to damages, expenses, costs, liabilities, claims or actions subject to or covered by Contractor's indemnification obligations set forth in Section 21.1 or to damages resulting from the acts or omissions of Contractor, or to violations by Contractor that result in a reduction of Federal Financial Participation (FFP), a reduction of Federal Medical Assistance Percentage (FMAP) or to violations of the prohibitions and requirements of the federal HIPAA/HITECH laws and regulations and other legal obligations pertaining to confidentiality.

23. Termination.

23.1 Termination for Contractor's Material Breach.

If Contractor materially breaches this Contract, then the Department may give Contractor written Notice of such breach. Contractor must correct the breach within 30 days of receipt of such Notice. If the breach is not corrected, this Contract may be terminated immediately, in whole or in part, by Notice from the Department to Contractor. The option to terminate under such circumstances is at the sole discretion of the Department. An event of material breach includes any one or more of the following Contractor acts or omissions:

23.1.1 Work Products or Services furnished fail to conform to any requirement;

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23.1.2 Failure to submit any report required by this Contract;

23.1.3 Failure to perform any of the other terms and conditions of this Contract;

23.1.4 Deliverables and services furnished by Contractor fail to conform to any requirement of this Contract after the thirty (30) calendar day opportunity for Correction as defined above has been provided; or

23.1.5 Failure by Contractor to perform any of the other covenants and conditions of this Contract, including beginning work under this Contract without prior Montana Department of Administration approval.

23.1.6 Failure to employ staffing and maintain or commit resources necessary for the performance of the Contractor's duties and responsibilities.

23.2 Termination for Rejection of Deliverables.

If Contractor is unable to correct Deficiencies in a Deliverable or Service pursuant to Section 7.3, the Department has the right to immediately terminate this Contract, in whole or in part, after and pursuant to the process under Section 23.1, without penalty or liability to the Department, with such a termination being deemed a termination due to the material breach of Contractor hereunder, and return the Deliverable, if applicable, to Contractor, and other Deliverables impacted or affected in the Department's judgment by the rejected Deliverable. If the Department terminates this Contract under this Section, Contractor must, within 20 days thereafter, refund to the Department all payments made to Contractor for the returned Deliverable and Services rendered therefor and such other Deliverables in the Department's judgment, in whole or in part.

23.3 Termination for Conflict of Interest.

The Department may terminate this Contract under Section 23.1 by Notice to Contractor if the Department determines, after due notice and examination, that Contractor or any of its agents, Subcontractors, or affiliates has violated any laws or regulations regarding ethics in public acquisitions and procurement and performance of contracts.

23.4 Termination for the Department's Nonpayment.

Except to the extent the Department is exercising its remedies and subject to the application of Section 3.7, if the Department fails to pay Contractor undisputed, material Charges when due under the Contract and fails to make such payments within 90 days of receipt of Notice from Contractor of the failure to make such payments, Contractor may, by giving Notice to the Department, terminate this Contract as of a date specified in the Notice of termination. Contractor does not have the right to terminate the Contract for the Department's breach of the Contract except as provided in this Section.

23.5 Termination Remedies.

23.5.1 In the event of termination of this Contract by the Department under Sections, 23.1, 23.2, 23.3, and 23.10 the Department, in addition to its other available remedies, has the right to procure the Services and Deliverables that are the subject of this Contract on the open market and, subject to the provisions of Section 22.3, Contractor will be liable for all damages, including, but not limited to: (i) the cost difference for the period which would have remained in the Contract term if not for termination between the original Contract Charges for the Services and Deliverables and the replacement costs of such Services and Deliverables acquired

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

from another vendor; and (ii) if applicable, all administrative costs related to the replacement of this Contract, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs.

23.5.2 If it is determined for any reason the failure to perform is not within Contractor's control, fault, or negligence, the termination by the Department under Sections 23.1, 23.2, 23.3 will be deemed to be a termination for convenience under Section 23.6.

23.6 Termination for Convenience.

23.6.1 In addition to its other rights to terminate, the Department may terminate this Contract, in whole or in part for the Department's convenience, by 30 days' Notice to Contractor.

23.6.2 During this 30-day period, Contractor must wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the Department from such winding down and cessation of Services. Contractor, however, must undertake any activities and provide final and incomplete deliverables determined necessary by the Department for assuring the transition of performance to Department or another Contractor. If this Contract is so terminated, the Department will be liable only for payment in accordance with the terms of this Contract for Services rendered in accordance with the requirements of this Contract prior to the effective date of termination.

23.6.3 In case of such termination for convenience, the Department will pay to Contractor: (a) the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by the Department; (b) amounts for Services which were provided in accordance with the terms of the Contract prior to the date of termination for which Acceptance is not required; and (c) amounts for Deliverables which are in development, but which have not received Acceptance. The amounts for such Services and Deliverables in development but not accepted will be costs actually and reasonably incurred by Contractor therefor, as based on the rates or amounts of consideration stated in this Contract, but such costs will be no greater than the final Charges for each Deliverable.

23.7 Termination for Withdrawal of Authority.

In the event that the authority of the Department and all other State agencies to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, the Department may terminate this Contract in whole or in part. In case of such Termination for Withdrawal of Authority, the Department will pay to Contractor: (a) the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by the Department; (b) amounts for Services which were provided in accordance with the terms of the Contract prior to the date of termination for which Acceptance is not required; and (c) amounts for Deliverables which are in development but which have not received Acceptance. The amounts for such Services and Deliverables in development but not accepted will be costs actually and reasonably incurred by Contractor therefor, as based on the rates or amounts of consideration stated in this Contract, but such costs will be no greater than the final Charges for each Deliverable. The obligation of the Department to compensate the Contractor under this subsection may not exceed the remaining funding available following the withdrawal of authority.

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

23.8 Termination for Non-allocation of Funds.

If funds are not allocated to continue this Contract in any future period, the Department must terminate this Contract (in accordance with Section 18-4-313 (4), MCA). The Department will not be obligated to pay any further reimbursement except for services performed, including work in process, in accordance with the terms of the Contract, and deliverables accepted at the time of termination subject to the Department's exercise of its available remedies and the Department's limitation of liability. When the Department terminates the Contract under this subsection, Contractor does not have recourse to any of the remedial terms in this Contract for purposes of contesting the termination. Contractor, however, may contest any disagreement about the reimbursement relating to alleged prior performance.

23.9 Termination and Expiration Procedure.

23.9.1 Upon termination or expiration of this Contract, the Department, in addition to any other rights provided in this Contract, may require Contractor to deliver to the Department any Property, including Equipment, Software, Deliverables and Data for which the Department has purchased and paid, for such part of this Contract as has been terminated.

23.9.2 After receipt of a Notice of termination or expiration, as applicable, and except as otherwise directed by the Department, Contractor must:

23.9.2.1 Stop work under this Contract on the date, and to the extent specified, in the Notice;

23.9.2.2 Place no further orders or subcontracts for materials, Services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated;

23.9.2.3 As soon as practicable, but in no event more than 30 days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Department to the extent required, which approval or ratification will be final for the purpose of this Section;

23.9.2.4 THIS SECTION IS INTENTIONALLY LEFT BLANK;

23.9.2.5 Take such action as may be necessary, or as the Department's Project Manager may direct, for the protection and preservation of the Property related to this Contract which is in the possession of Contractor and in which the Department has an interest;

23.9.2.6 Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department's Project Manager, any Property which is required to be furnished to the Department and which has been accepted or requested by the Department; and

23.9.2.7 Provide written certification to the Department that Contractor has surrendered to the Department all such Property.

23.9.3 Upon the expiration or the termination of this Contract for any reason:

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

23.9.3.1 Contractor must provide for a reasonable period of time after the expiration or termination of this Contract, all reasonable transition assistance requested by the Department, to allow for the expired or terminated portion of the deliverables and services to continue without interruption or adverse effect, and to facilitate the orderly transfer of the deliverables and services to the Department or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to the transition assistance. Within thirty days of receipt of the Notice of termination or thirty days prior to and again on expiration of the Contract, Contractor must provide, in machine readable form, a then-up-to-date, usable copy of the databases it has developed and administers for the Department in an industry-standard format specified by the Department (an example of which, as of the Effective Date of this Contract, would be the Contractor's provision of the following: the data tables containing the Department's Data, computed values, and reference data, all of which would be copied by Contractor into a database created using a database management system (DBMS) that the Department would license separately and make available to Contractor for purposes of such copying, with the Department being responsible for the subsequent operation of that separately licensed DBMS, including any needed hardware, system software, or reference data licensing) or such alternative format on which the Department and Contractor agree in writing, and a copy of all documentation needed by the Department to utilize the Data. Contractor will ensure that all consents or approvals to allow Contractor and Subcontractors to provide the assistance required following termination or expiration have been obtained, on a contingent basis, in advance and will be provided by the applicable third parties at no cost or delay to the Department.

23.9.4 Notwithstanding anything contained herein to the contrary, and subject to Section 23.9.5, below, in the event this Contract is terminated by the Department, the Department has the option to continue the use and operation of the Module and Services for a period of not more than 365 days after the effective date of termination or expiration of this Contract in order to identify and complete the transition to alternative software products and services.

23.9.5 The Department must pay Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this Contract. If there are no established Contract rates, then the rate will be mutually agreed by the parties. If the Department terminates this Contract under Sections 23.1, 23.2, 23.3, or 23.10, then the Department will be entitled to offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages the Department has otherwise accrued as a result of such termination.

23.10 Termination Due to Noncompliance with DOA.

The Department of Administration, pursuant to 2-17-514, MCA, has the right to terminate or modify the Contract or any activity that is not in compliance with the Department's plan for Information Technology, the Department Strategic Plan for Information Technology, or any department-wide IT policy or standard in effect as of the Effective Date of this Contract. If the Department exercises its right to terminate this Contract under this section, the following conditions apply:

If termination results from Contractor's failure to comply with an above-referenced plan, policy or standard and such failure would otherwise constitute a breach of this Contract under section 23.1, then the Department may pursue those remedies available to it under this Contract.

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

If, however, the Department determines that a failure to comply with an above-referenced plan, policy, or standard does not arise from Contractor's actions or omissions that would otherwise constitute a breach of this Contract, then the Department's payment obligation will be as provided in 23.6.3. This is Contractor's sole remedy in the event of the exercise of this right.

24. General Conditions.

24.1 Anti-Trust Violations.

Contractor and the Department recognize that overcharges resulting from antitrust violations are in actual economic practice usually borne by the Department. Therefore, Contractor hereby assigns to the Department any and all claims for such overcharges as to goods and services purchased in connection with this Contract, except as to overcharges not passed on to the Department resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the Charges and Changes under this Contract.

24.2 Assignment.

24.2.1 Contractor may not assign, transfer, delegate, change the Control of, or subcontract, in whole or part, this Contract or any right or duty arising under this Contract unless the Department, in writing from the Department's Contract Manager expressly approves the assignment, transfer, delegation, or subcontract in advance. Nevertheless, Contractor may, without needing such approval, assign this Contract and/or its rights or duties under this Contract to an entity that is and thereafter continuously remains a direct or indirect wholly-owned subsidiary of Contractor. Contractor shall also be permitted to assign its interest in or otherwise grant a security interest in payments due pursuant to this Contract in whole or in part to an assignee, but Contractor must nevertheless still continue to perform its obligations under this Contract following such an assignment of payments or granting of a security interest as if it had not occurred. Any permitted assignment, transfer, delegation or change in Control does not operate to relieve Contractor of any of its duties and obligations hereunder. Such assignment, transfer, delegation, or change in Control will not impact any remedies available to the Department that may arise from any breach of the provisions of this Contract or representations or warranties made herein including rights of setoff.

24.2.2 Any attempted assignment, transfer, or delegation in contravention of this Section of the Contract is null and void. In addition, the Department has the right to exercise any of its remedies in the Contract, at law and in equity for any attempted assignment, transfer, change in Control, or delegation in contravention of this Section, including recovery of its damages resulting therefrom, exercise the Letter of Credit, and termination or rescission of the Contract.

24.2.3 This Contract inures to the benefit of and is binding on the parties hereto and their permitted successors and assigns.

24.2.4 Contractor must submit written requests for an assignment, transfer, delegation, or subcontract to the Department's Contract Manager as provided for in Section 4.4.

24.2.5 An acquisition, merger, divestiture, spin-out, spin-off, rebadging of project employees to a new employer, other change in Control of Contractor, assignment, transfer, delegation, or subcontract entered into by Contractor must be in writing and must subject the new employer to the terms and conditions of this Contract. If a transaction such as an acquisition results in a change of Control of Contractor and the Department's Contract Manager does not approve that transaction, then the Department shall have a Termination Window to

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provide Contractor with between six and twelve months' written notice of termination, with the exact effective date of that termination being specified in such notice. For purposes of this section, the "Termination Window" is a period ending twelve months after the closing of that transaction.

24.2.6 The Department's approval of any acquisition, merger, divestiture, spin-out, spin-off, rebadging of project employees to a new employer, other change in Control of Contractor, assignment, transfer, delegation, or subcontract neither makes the Department a party to that agreement nor creates any right, claim or interest in favor of any party to that agreement against the Department.

24.2.7 Contractor must immediately notify the Department of any litigation concerning any acquisition, merger, divestiture, spin-out, spin-off, rebadging of project employees to a new employer, other change in Control of Contractor, assignment, transfer, delegation or subcontract.

24.2.8 Contractor must, in accordance with the provisions of this Contract regarding indemnification, indemnify and hold the Department harmless with respect to any suit or action brought against the Department to the extent arising out of or brought by any party to an acquisition, merger, divestiture, spin-out, spin-off, rebadging of project employees to a new employer, other change in Control of Contractor, or any party to an assignment, transfer, delegation or subcontract.

24.3 Attorneys' Fees and Costs.

Except as provided elsewhere with respect to indemnification for third-party claims, if any mediation, arbitration or litigation is brought to enforce, or arises out of, the Contract or any term, clause, or provision hereof, each party will be responsible for its necessary fees, costs, attorneys' fees, and expenses for services rendered, as well as subsequent to judgment in obtaining execution thereof.

24.4 Authority.

This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5. Neither party has authority to bind, obligate or commit the other party by any representation or promise without the prior written approval of the other party.

24.5 Binding Effect.

Each party agrees that the Contract binds it and each of its employees, agents, independent contractors, and representatives. No statements, promises, or inducements made by either party or their agents are valid or binding if not contained in this Contract.

24.6 Claims.

Contractor must submit claims against the Department within the earlier of six months of the date upon which Contractor knew of the existence of the claim or six months from expiration or termination of the Contract. No claims will be allowed unless Notice of such claim has been given within the above-described time period. Such claims must be submitted to the Department's Project Manager or his or her designee by Contractor in the form and with the certification prescribed by the Department's Project Manager or his or her designee. Upon failure of Contractor to submit its claim within the time allowed, all rights to seek amounts due on account of such claims will be waived and forever barred. Submission of such claims against

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the Department will be, except as provided in Section 23.4, Contractor's sole and exclusive remedy in the event that the Department breaches this Contract. The Department must likewise submit claims against Contractor the later of twelve months from the date upon which the Department knew of the existence of the claim or twelve months from expiration or termination of the Contract.

24.7 Compliance with Business, Tax, Labor, and Other Legal Authorities.

24.7.1 Contractor assures the Department that Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.

24.7.2 Contractor and its employees, agents and Subcontractors are not employees of the State and Contractor may not in any manner represent or maintain the appearance that they are employees.

24.7.3 Contractor must maintain coverage for Contractor and Contractor's employees through workers' compensation, occupational disease, and any similar or related statutorily required insurance program at all times during the term of this Contract. Contractor must provide the Department with proof of necessary insurance coverage as it may be issued to Contractor and must immediately inform the Department of any change in the status of Contractor's coverage.

24.7.4 If Contractor has received an independent Contractor certification from the Montana Department of Labor and Industry as to Contractor for workers' compensation and other purposes, Contractor must provide the Department with a copy of the current certification and must immediately inform the Department of any change in the status of Contractor's certification. This requirement is not applicable if Contractor's occupation under Montana law is a recognized professional occupation that when practiced as an independent business may be conducted without the independent contractor certification.

24.7.5 Contractor and its employees, agents and Subcontractors must report to the Department or other appropriate State authority any credible evidence that an act in violation of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA, has been committed.

24.7.6 Contractor, as a contractor for the State, must comply on an on-going basis with the Montana prevailing wage requirements in Title 18, chapter 2, part 4, MCA.

24.7.7 Contractor may not use a person as an independent Contractor in the performance of its duties and responsibilities under this Contract unless that person is currently certified in accordance with Montana legal authorities as an independent Contractor and remains so or is otherwise exempt under Montana legal authorities from the requirement to possess an independent contractor certification.

24.7.8 Contractor is solely responsible on an on-going basis for and must meet all labor, health, safety, and other legal requirements, including payment of all applicable taxes, premiums, deductions, withholdings, overtime and other amounts, which may be legally required with respect to Contractor, Contractor's employees, and any persons providing Services on behalf of Contractor under this Contract. Contractor shall comply with the Equal Pay Act of 1963 29 USC 206(D).

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24.7.9 Contractor must, in the performance of this Contract, comply on an on-going basis with all applicable federal and State laws, executive orders, federal administrative directives, federally approved waivers for program administration, and regulations, including those pertaining to licensing.

24.7.10 For work performed for this Contract in the United States, Contractor must only employ, contract or otherwise engage personnel who are authorized to work in the United States in accordance with applicable federal and State laws.

24.7.11 The Sections of this Contract regarding indemnification apply with respect to any and all claims, obligations, liabilities, costs, attorney fees, losses or suits involving the Department that accrue or result from Contractor's failure to comply with this Section, or from any finding by any legal authority that any person providing services on behalf of Contractor under this Contract is an employee of the Department.

24.8 Compliance with Civil Rights Laws.

24.8.1 Discrimination Prohibited Federal and State Authorities. Contractor, in accordance with federal and state law cited herein and as otherwise may be applicable, may not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

24.8.2 Montana Human Rights Act. Contractor in the performance of this Contract must act in compliance with the applicable anti-discrimination requirements of the Montana Human Rights Act at part 3 of Title 49, chapter 2, MCA.

24.8.3 Montana Governmental Code of Fair Practices.

24.8.3.1 As implemented by this provision, Contractor is prohibited by the Montana Governmental Code of Fair Practices at 49-3-205, 49-3-206, and 49-3-207, MCA from discriminating on the basis of race, color, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture,, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, ancestry, age, disability, military service or veteran status, age, marital status, physical or mental disability, or national origin in the performance of this Contract or in the delivery of state services or funding on behalf of the State. Contractor may not receive funds from the State if Contractor engages in discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

24.8.3.2 As implemented by this provision, Contractor, in accordance with the Montana Governmental Code of Fair Practices at 49-3-207, MCA, must for purposes of performance of this Contract hire persons based on merit and qualifications directly related to the requirements of the particular position being filled.

24.8.4 Compliance with Federal and State Authorities. Contractor must comply with the applicable provisions of:

24.8.4.1 The Montana Human Rights Act (49-2-101, et seq., MCA);

24.8.4.2 The Montana Governmental Code of Fair Practices (49-3-101, et seq. MCA);

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24.8.4.3 The federal Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), prohibiting discrimination based on race, color, or national origin;

24.8.4.4 The federal Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), prohibiting discrimination based on age;

24.8.4.5 The Education Amendments of 1972 (20 U.S.C. 1681), prohibiting discrimination based upon gender;

24.8.4.6 Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. 794), prohibiting discrimination based upon disability;

24.8.4.7 The federal Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.), prohibiting discrimination based upon disability;

24.8.4.8 The Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. 4212);

24.8.4.9 The federal Executive Orders 11246, 11478, and 11375 and 41 CFR Part 60, requiring equal employment opportunities in employment practices;

24.8.4.10 The federal executive Order 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services; and

24.8.4.11 The federal executive Order 13672 prohibiting discrimination based on sexual orientation and gender identity by contractors and subcontractors.

24.8.4.12 Section 1557 of the Affordable Care Act and 45 CFR Part 92, prohibiting discrimination in health programs and activities any part of which receives Federal financial assistance.

24.8.5 Civil Rights Violations. The Department may undertake any and all actions, inclusive of contractual termination, necessary to remedy any prohibited discriminatory action by Contractor or to remedy any failure by Contractor to carry out an affirmative action as required in federal or state law.

24.9 Conflicts between Documents; Order of Precedence.

In the event that there is a conflict between the documents comprising the Contract, the following order of precedence will apply:

24.9.1 The Contract;

24.9.2 Change Orders;

24.9.3 Appendix A (Payment Milestones, Deliverables, and Consideration);

24.9.4 Appendix B (Performance Standards and Liquidated Damages);

24.9.5 Appendix G (Work Plan);

24.9.6 The Specifications (except as otherwise listed below);

24.9.7 Appendix H (The RFP);

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

24.9.8 Appendix C (Revisions to the Response);

24.9.9 Appendix I (The Response);

24.9.10 Appendix N (Third Party Pass Through Provisions)

24.9.11 Appendix O (Solution Descriptions); and

24.9.12 All Contractor publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to the Department and used to affect the sale of Deliverables and Services to the Department.

For Participating Entities, the Order of Precedence is stated in APPENDIX M, Section 1. The Participating Addendum takes precedence over the Master Agreement.

24.10 Contractor Certification Regarding Ethics.

Contractor certifies that Contractor is now, and will remain, in compliance with Title 2, Chapter 2, Parts 1 and 2, MCA, throughout the term of this Contract.

24.11 Contractor Commitments, Warranties, and Representations.

Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and render Contractor liable for damages under the terms of this Contract. For purposes of this Section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to by the Contractor, pursuant to Section 4.2.5 of this Contract, remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor in its response to the solicitation resulting in the Contract or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its bid used to effect sale to the Department.

24.12 Cooperation.

The parties agree to fully cooperate with each other in connection with the performance of their respective obligations and covenants under this Contract.

24.13 Counterparts.

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate will be deemed an original copy of this Contract signed by each party, for all purposes.

24.14 Dispute Resolution.

24.14.1 Good Faith Efforts. Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or other provisional remedy to preserve the status quo or prevent irreparable harm, the parties will attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this Contract through negotiations between senior management of the parties and their designees. If either party determines that the dispute cannot be resolved after initiating such negotiations, either party may terminate the dispute resolution negotiations.

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24.14.2 Continued Performance. Contractor and the Department agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract, and the parties will have the right to exercise their rights and remedies during the dispute resolution process.

24.15 Drug-Free Workplace.

The Contractor maintains drug free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by applicable federal legal authorities. Nothing in this provision prevents the Contractor from taking appropriate disciplinary action, consistent with Contractor's applicable policies including its substance abuse policy, against any employee for misconduct or poor work performance.

24.16 Entire Agreement; Acknowledgement of Understanding.

24.16.1 This Contract consists of 82 numbered pages, the following Appendices:

- Appendix A –Payment Milestones, Deliverables, and Considerations;
- Appendix B – Performance Standards and Liquidated Damages;
- Appendix C – Revisions to the Response;
- Appendix D – Irrevocable Letter of Credit;
- Appendix E – Source Code Escrow Agreement;
- Appendix F – Federal Requirements;
- Appendix G – Work Plan;
- Appendix H – Request for Proposals,
- Appendix I - Response,
- Appendix J – Business Associates Agreement,
- Appendix K – Annual Department Certification Form,
- Appendix L – Reporting for Compliance with the Federal Transparency Act
- Appendix M – NASPO ValuePoint Cooperative Procurement Provisions
- Appendix N –Third Party Pass Through Provisions
- Appendix O – Solution Descriptions

and other documents incorporated herein by reference.

24.16.2 . The Department and Contractor acknowledge that they have read the Contract and the attached Appendices which are incorporated herein by this reference, understand them and agree to be bound by their terms and conditions. Further, the Department and Contractor agree that the Contract and the Appendices are the complete and exclusive statement of the Contract between the parties relating to the subject matter of the Contract and supersede all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Contract. No contractual provisions from a prior contract of the parties are valid or binding in this Contract.

24.17 Force Majeure.

If Contractor or State is delayed, hindered, or prevented from performing any act required under this Contract by reason of delay beyond the reasonable control of the asserting party including, but not limited to, theft, fire, Act of God or public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, then performance of the act may be excused for the period of the delay. "Beyond the reasonable control" means an

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unanticipated grave natural disaster or other phenomenon or event of an exceptional, inevitable, and irresistible character, the effects of which could not have been prevented or avoided by the exercise of due care or foresight. In that event, the period for the performance of the act may be extended for a period equivalent to the period of the delay. Matters of Contractor's finances may not be considered a force majeure.

24.18 Governing Law, Choice of Law, Remedies and Venue.

24.18.1 This Contract is governed by the laws of the State of Montana. In accordance with Montana Code Annotated § 18-1-401, the district courts of the State of Montana have exclusive original jurisdiction to entertain claims or disputes arising out of contracts entered into by the Department.

24.18.2 Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law or equity and remedies under the Contract.

24.18.3 For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.

24.18.4 If there is litigation concerning this Contract, Contractor must pay its own costs and attorney fees.

24.18.5 If there is a contractual dispute, Contractor will continue performance under this Contract unless the Department in writing explicitly waives performance.

24.18.6 The Department has the authority under 18-4-402, MCA, to sponsor or participate in a cooperative purchasing agreement to procure supplies or services with other public procurement units. The procurement process that resulted in this contract may result in other states' procurement as described in Appendix M. The Department is not a party to any contract between Contractor and a Participating Entity. In accordance with 45 C.F.R. 95.617 and 45 C.F.R. 92.34, all appropriate State and federal agencies will have a royalty free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for federal government purposes software, modifications, and documentation designed, developed or installed with Federal Financial Participation under 45 CFR subpart F.

24.19 Headings.

The headings to the Sections of this Contract are for convenience of reference and do not modify the terms and language of the provisions to which they are headings, and the words contained in the headings will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Contract.

24.20 Independent Status of Contractor.

The parties hereto, in the performance of this Contract, will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party will not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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24.21 Modifications and Amendments.

24.21.1 This Contract, except as may be otherwise provided by the terms of this Contract, may not be enlarged, modified or altered except by written amendment signed by authorized representatives of the parties to this Contract.

24.21.2 Only the individuals authorized by the Department Director or authorized delegate by writing (with the delegation to be made prior to action) will have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract on behalf of the Department. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding until made in writing and signed by the Department Director or authorized delegate in writing as aforesaid and Contractor, unless otherwise provided herein.

24.21.3 Contractor must notify the Department of the names of individuals who have authority to bind Contractor to modifications to the Contract and of the limits of such authority at the time Contractor submits its Response and at such other times as required.

24.22 Non-waiver.

Except as otherwise specifically provided herein, any failure or delay by either party to exercise or partially exercise any right, power or privilege under the Contract will not be deemed a waiver of any such right, power, or privilege under the Contract. Waiver of any default, breach, or failure to perform under this Contract is not deemed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of any default, breach or failure to perform is not construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract. Any waivers granted by the Department for breaches hereof will not indicate a course of dealing of excusing other or subsequent breaches. Contractor agrees that the Department's pursuit or non-pursuit of a remedy under this Contract for Contractor's breach of its obligations will neither constitute a waiver of any such remedies or any other remedy that the Department may have at law or equity for any other occurrence of the same or similar breach nor estop the Department from pursuing such remedy.

24.23 Notices.

24.23.1 Except for routine business communications between the parties which may be provided via email, any Notice or demand or other communication required or permitted to be given under this Contract or applicable law will be effective if and only if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first class certified mail, postage prepaid, certified mail, return receipt requested, to the parties at the addresses provided in Appendix A.

24.23.2 Notices will be effective upon receipt or four business days after mailing, whichever is earlier. The Notice address as provided herein may be changed by Notice given as provided above.

24.24 Public Information and Disclaimers.

24.24.1 All statements, press releases, and other documents or media pieces made available to the public describing the services provided with monies received through this Contract must be reviewed and approved by the Department prior to use, publication, or release.

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

24.24.2 All materials, publications, media and other products, whether in hard copy, electronic or other form, produced with monies received through this Contract must be reviewed and approved by the Department prior to use, publication or release. In addition, all materials, publications, media and other products, whether in hard copy, electronic or other form, produced by Contractor or its agents for distribution to or presentation to those local and state programs contracted with by the Department to engage in activities related to the purposes of this Contract, inclusive of public information distribution, must be reviewed and approved by the Department prior to use, publication or release.

24.24.3 Contractor in developing and producing all materials, publications, media and other products, whether in hard copy, electronic or other form, may not access and use in any manner personal and other possibly confidential information or privileged information or data to which it has access through the Department and the Department's agents and contractors, inclusive of those local and state programs contracted with by the Department to engage in contractual activities, unless Contractor does so: 1) in full conformity with governing legal authorities and policies; 2) with the permission of the persons or entities from whom the information is to be obtained; and 3) with the review and approval by the Department prior to use, publication or release. Privileged information or data includes information and data produced, compiled or received for state and local contractual efforts by the Department or its agents and contractors, inclusive of those local and state programs contracted with by the Department to engage in activities related to the purposes of this Contract

24.24.4 A Contractor providing consultation or training services to the public or departmental and other staff and professionals must inform audiences and trainees that any opinions expressed by Contractor do not necessarily represent the positions of the Department.

24.24.5 Contractor, in accordance with Section 503 of H.R. 2029 – "Consolidated Appropriations Act, 2016", and as may be provided by congressional continuing resolutions or further budgetary enactments, must state in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Contract and funded in part or in whole with federally appropriated monies received through the programs administered by the federal Departments of Health and Human Services, Education or Labor, the percentage and the monetary amount of the total program or project costs funded with federal monies and the percentage and the monetary amount of the total costs funded with non-governmental monies.

24.24.6 Contractor may not expend monies under this Contract for the purchase of any media time for publicity or advertising concerning the Department's services available through this Contract or Contractor's services and performance under this Contract that financially or textually directly or indirectly supports, opposes, or associates the Department or the services made available through this Contract with any specific political agenda, political party, a candidate for public office, or a matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal, and electronic media.

24.24.7 The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's services by the Department and must not be so construed by Contractor in any advertising or publicity materials. Contractor agrees to submit to the Department Project Manager in advance all advertising, sales promotion, and other publicity matters relating to this Contract wherein the Department's name is mentioned, or language used from which the connection of the Department's name therewith may, in the Department's judgment, be inferred or implied. Contractor further agrees not to publish or use such

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advertising, sales promotion, or publicity matter without the prior written consent of the Department. Contractor must not in any way contract on behalf of or in the name of the Department. Nor must Contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of the Department.

24.25 Remedies.

Except for remedies designated specifically as exclusive, no remedy conferred by any of the specific provisions of the Contract is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and will be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party will not constitute a waiver of the right to pursue other available remedies.

24.26 Severability.

A declaration by any court or any other binding legal source that any provision of the Contract is illegal and void will not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually and materially dependent. If any provision of this Contract is determined by a court of law to be invalid legally, all other provisions of this Contract remain in effect and are valid and binding on the parties.

24.27 Sovereign Immunity.

The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver by the Department or the State of Montana of any immunities from suit or from liability that the Department or the State of Montana may have by operation of law.

24.28 Subcontractors.

24.28.1 Contractor may, with prior written permission from the Department's Project Manager, enter into subcontracts with third parties for its performance of any part of Contractor's duties and obligations. Subject to the other provisions of this Section, the Department expressly consents to Contractor's use of the Subcontractors designated in its Response for the provision of the Services specified in the Response. Any such Subcontractor approval for providing a Service, a Deliverable or a Change Order may be rescinded in the Department's sole discretion.

24.28.2 Contractor is responsible and liable for the proper performance of, payment to, and the quality of any work performed by any and all Subcontractors and of persons directly or indirectly employed by such Subcontractors. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to the Department for any breach in the performance of Contractor's duties. In addition, Contractor's use of any Subcontractor shall not cause the loss of any warranty from Contractor. The Department has the right to refuse reimbursement for obligations incurred under any subcontract that do not comply with the terms and conditions of this Contract. All subcontracts will be made in writing and copies provided to the Department upon request. For purposes of this Contract, Contractor agrees to indemnify, defend, and hold the Department harmless, in the same manner as under Contractor's indemnification obligations under Section 21.2, from and against any and all claims, actions, losses, liabilities, damages, costs and expenses (including reasonable attorney fees) arising out of or related to acts or omissions of Contractor's Subcontractors, their agents, or employees. At

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the Department's request, Contractor shall forward copies of subcontracts and fiscal, programmatic and other material pertaining to any and all subcontracts.

24.28.3 For any Subcontractor, Contractor shall:

24.28.3.1 Be responsible and liable for Subcontractor compliance with the Contract and the subcontract terms and conditions; and

24.28.3.2 Ensure that the Subcontractor follows the Department's reporting formats and procedures as specified by the Department, to the same extent as Contractor has that same obligation.

24.28.3.3 For all new Subcontractors that are contracted to perform work to support this Contract after the effective date of this Contract, Contractor will require all new Subcontractor's subcontracts to include substantially similar terms as are provided in Sections 3.7, 4.1.6, 4.3.4, 4.5 – 4.13, 8, 9, 11.9, 13.5, 17, 18, 23.9.3.1, 24.7.5, 24.8.4, and 24.20 of this Contract.

24.28.4 Upon expiration or termination of this Contract for any reason, the Department and/or the State will have the right to enter into direct agreements with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct agreements with the Department.

24.28.5 Each Subcontractor will be required to enter into a signed Business Associate Agreement as a part of the Contract that is in compliance with the Privacy and Security provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) prior to its start of work, if such Subcontractor may have access to Protected Health Information (as defined under HIPPA).

24.28.6 Any contracts made by Contractor with a subcontractor shall include an affirmative statement that the State is an intended third-party beneficiary of the contract, that the subcontractor has no agreement with the State, and that the State shall be indemnified by Contractor for any claim presented by the subcontractor.

24.28.7 Contractor shall require all Subcontractors, if any, to adhere to the same standards required of Contractor. Performance of any work by individually directed "contract employees" hired by Contractor shall be considered the sole responsibility of the prime Contractor. Notwithstanding any other term herein, Contractor shall timely exercise its contractual remedies against any non-performing Subcontractor and, when appropriate, substitute another Subcontractor.

24.29 Subpoena.

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Deliverables or Services provided pursuant to this Contract is served upon Contractor or the Department, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and the Department further agree to cooperate with the other party in any lawful effort by the such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for the Department.

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

24.30 Survival.

All Services performed, and Deliverables delivered pursuant to the authority of this Contract are subject to all the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of Sections 3.9, 3.11, 4.7-4.8, 7.1, 8.1, 8.2, 8.4, 9, 16.1, 16.2, 16.3, 17 - 22, 23.5, 23.6.3, 23.9, and 24, Appendix D, and Appendix I shall survive the termination of this Contract. Contractor, after expiration or earlier termination of this Contract, remains subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities that may arise under this Contract.

24.31 UCC Applicability.

The parties to this Contract agree that the Services and Module to be provided by Contractor, as required as of the Effective Date of this Contract, are not governed by the Uniform Commercial Code as set forth Title 30, MCA. To the extent this Contract entails delivery of products or Custom Software, each party reserves their right to assert that such products or Custom Software shall or shall not be deemed “goods” within the meaning of the Uniform Commercial Code. In the event of any clear inconsistency or contradiction between this Contract and the Uniform Commercial Code, the terms and conditions of this Contract shall take precedence and shall prevail unless otherwise provided by law.

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

25. Authorized Signatures.

The parties hereto, having read this Contract in its entirety, including all attachments hereto do agree thereto in each and every particular. In witness thereof, the parties have set their hands hereunto as of the Effective Date.

THE MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES – MEDICAID DIRECTOR

By: DocuSigned by: Marie Matthews 37F9830BE2584AD...

Printed Name: **Marie Matthews**

Title: **Medicaid Director**

Date: 6/14/2018

OptumInsight, Inc.

By: DocuSigned by: Paul Miller A0A212DCC2DA49A...

Printed Name: **Paul Miller**

Title: **Vice President, Finance & Accounting**

Date: 5/30/2018

Federal ID No.: **41-1858498**

THE MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES – LEGAL DEPARTMENT

By: DocuSigned by: Francis Clinch FD20082FAB6443D...

Printed Name: **Frank Clinch**

Title: **Chief Legal Counsel**

Date: 5/25/2018

THE MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES – AGENCY DIRECTOR

By: DocuSigned by: Sheila Hogan FF3C550265CB4CA...

Printed Name: **Sheila Hogan**

Title: **Director**

Date: 6/15/2018

THE STATE OF MONTANA, STATE PROCUREMENT BUREAU – CONTACTS OFFICER

By: DocuSigned by: John Thomas 49E3FEF749664B6...

Printed Name: John Thomas

Title: Senior Administrative Officer

Date: 5/25/2018

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

THE STATE OF MONTANA - CHIEF INFORMATION OFFICER

By: DocuSigned by: Matt Van Syckle 927B79AEAB7F4C7...

Printed Name: Matt Van Syckle

Title: CIO

Date: 5/29/2018

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

APPENDIX A. PAYMENT MILESTONES, DELIVERABLES, AND CONSIDERATION

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APPENDIX A.
PAYMENT MILESTONES, DELIVERABLES, AND CONSIDERATION

1. DDI Phases & Payment Milestones.

The list of phases and Payment Milestones may vary by module procurement. The list of Module phases and Payment Milestones are identified in Appendix C "Revision to Contractor's Response", with RFP Attachment G ("Pricing Schedules") and its Schedule B ("DDI Payment Milestones by Phase") incorporated therein.

2. Consideration and Payment for the Design, Development, Testing Implementation, and Certification Phases.

The design, development, testing, implementation, and certification phases include all Deliverables and other activities required to plan, design, develop, test, Implement, and certify the System. The total consideration for the phases and Payment Milestones during design, development, testing, implementation, and certification is stated in Appendix C "Revision to Contractor's Response", with RFP Attachment G ("Pricing Schedules") and its Schedule B ("DDI Payment Milestones by Phase") incorporated therein.

2.1. Each of the specified Payment Milestones constitutes a subset of the Contractor's design, development, testing, implementation, and certification of the System. The minimum and maximum percentages of the total consideration the Department will pay the Contractor for successful performance of each phase can be found in Appendix C "Revision to Contractor's Response", with RFP Attachment G ("Pricing Schedules") and its Schedule B ("DDI Payment Milestones by Phase") incorporated therein.

The Contractor has not completed a Payment Milestone until the Department has affirmatively approved and Accepted, in writing, the Contractor's successful completion of all Services and/or Deliverables for the Payment Milestone.

2.2. Contractor must submit invoices following the Department's Acceptance of each Payment Milestone. The Department will pay the invoice within 30 calendar days following receipt of an approved invoice.

2.3. The consideration for performance by the Contractor under Contract amendments that require the addition of staff will be calculated based on the staffing costs listed in Appendix C "Revision to Contractor's Response", with RFP Attachment G ("Pricing Schedules") and its Schedule E ("Resource Hourly Rates") incorporated therein.

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3. Consideration and Payment for Operations Phase.

The Contractor will be paid by the Department as follows for the Contractor's performance under the Operations phase including any Contract extensions if applicable:

3.1. Operations and Maintenance charges for the System under the Contract will begin on the date the Department receives the Authorization from Contractor as provided in the Implementation and Acceptance requirements in the RFP.

3.2. Appendix C "Revision to Contractor's Response", with RFP Attachment G ("Pricing Schedules") and its Schedule C ("Cost of Operations") incorporated therein specifies a monthly payment amount that will be made to the Contractor that is equal to one-twelfth (1/12th) of the fixed price proposed for each contract year. Payment will be made for each month of performance delivered in accordance with the Contract.

3.3. For all costs associated with the printing and postage for Department authorized provider newsletters and special mailings for both clients and providers, the Contractor is reimbursed on a pass-through basis.

4. Resource Hourly Rates

4.1. Enhancement pool hours for both the DDI and Operations phase will be paid for each Enhancement upon completion and approval by DPHHS. The Contractor will submit a monthly System Enhancement Pool Report itemizing the hours for Enhancements Accepted during the previous month. The Department shall pay for associated hours in the approved System Enhancement Pool Report within 30 calendar days based on the proration of rates provided in Appendix C "Revision to Contractor's Response", with RFP Attachment G ("Pricing Schedules") and its Pricing Schedule D ("Enhancement Pool Hours") incorporated therein.

4.2. The consideration for System Enhancements, at the Department's discretion, reimbursed outside the Enhancement pool will use the staffing costs included in Appendix C "Revision to Contractor's Response", with RFP Attachment G ("Pricing Schedules") and its Schedule E ("Resource Hourly Rates") incorporated therein.

5. Requirements

5.1. The requirements for this Contract are identified in Appendix C "Revision to Contractor's Response" and RFP Attachment F "Requirements Response Matrix" incorporated therein.

6. Technology Matrix

6.1. The Contractor's proposed technology required to support the proposed solution and the scope of the Contract (e.g. hardware, software licenses,

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hosting services) are identified in Appendix I "Contractor's Response" and Attachment L "Technology Matrix".

7. Business Associates Agreement

7.1. The agreed form for a Business Associates Agreement for the Contractor and each subcontractor is included in Appendix J "Business Associates Agreement".

8. Operations, Maintenance, and Configuration.

The Contractor shall provide Operations support, Maintenance, and ongoing Configuration of the provided Solution(s) throughout the life of the Contract. This includes providing Operations support as described in the scope of work as well as providing Maintenance and Enhancements to the provided Solution(s). The Contractor will follow project management and system development processes throughout the life of the Contract.

8.1. Maintenance and System Enhancements Throughout the life of the Contract there are two distinct classifications of work that all MPATH Module Contractors will perform: 1) Maintenance; and 2) System Enhancements.

8.1.1. Maintenance

8.1.1.1. The Department defines Maintenance for each MPATH module as follows:

1. Making Configuration updates as requested by the Department. Configuration includes changes to table values, parameters, codes, and business logic, including hardcoded business logic.
2. Correcting Deficiencies (defects) found in the Solution(s) based on detailed requirements described in the scope of work and published design Specifications.
3. Correcting Deficiencies (defects) found in the Solution(s) based on a failure to meet the detailed requirements in completed Enhancement, Configuration or Maintenance requests.
4. Conducting Research requested by the Department or required to support the Department. For example:

a. System behavior and results
b. New healthcare initiatives
c. Best practices research across states and industry
d. Impacts of new State and federal legislation

5. Performing Mass Adjustments or mass changes as requested by the Department or required to support Montana Healthcare Programs (for example, errors in pricing, eligibility, cost share, and financial code assignments, TPL discovery, and provider reimbursement changes).

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6. Performing regular Maintenance as needed by the Department required to support Healthcare Programs. Examples of Maintenance include but are not limited to:
a. Performance optimization.
b. Database management.
c. Software, hardware, and tools (e.g., patches, upgrades, and replacement).
d. Interface, report, and correspondence changes.
e. Making corrections or changes to maintain the integrity of the system or the data within it (e.g., backing out changes, correcting duplicate records, cleansing corrupt data, adding security measures, adding redundancy).
7. Using appropriate testing, Configuration, and change control procedures.
8. Updating System, user, and training documentation and online help to reflect changes that have been made to the solution.
9. Performing the activities above to maintain customizations Implemented as part of an approved Enhancement.
10. Perform incremental integration Services to retrofit previously Implemented Modules to accommodate integration with Modules in the design, configuration and build phase. Incremental integration Services should be included in the DDI costs.

All Maintenance activities will be performed at no additional cost to the Department by the staff proposed in Appendix I "Contractor's Response" and Attachment H ("Resource Allocation Schedules") incorporated therein. The Contractor will be required, at no additional cost, to add resources necessary to complete all Contract activities, including Maintenance, by the Required Implementation Date. Maintenance activities and any associated hours will not be applied to the System Enhancement hourly pool.

8.1.2. System Enhancements

The Department defines System Enhancements as follows:

1. System enhancements exclude any activities defined in "Maintenance" above.
2. New features or functionality that fall outside the scope of all RFP requirements, Offeror's RFP response, the contract, or agreements of any supplemental negotiations.

The Department must approve both the design and level of effort prior to the start of development or Configuration for system Enhancements. The Department must approve any changes to the design or level of effort that occur after the original approval. The level of effort billed

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cannot exceed the level of effort approved by Department. The level of effort approved to complete an Enhancement will be applied to the System Enhancement Pool once the Enhancement is Implemented and approved by the Department. If the level of effort exceeds the System Enhancement Pool hours remaining, the Department may choose to utilize hours from the next Contract Operations year or have the Contractor invoice the Department for the balance at the rates defined in Appendix C "Revision to Contractor's Response", with RFP Attachment G ("Pricing Schedules") and its Schedule E ("Resource Hourly Rates") incorporated therein.

The Contractor must provide an estimate of any impact to annual Operations cost for the Enhancement during the Operations phase of the contract if any, prior to the Department's approval of the Enhancement design or level of effort. Reimbursements for any additional Operations costs must be addressed in a contract amendment.

9. No Additional Consideration for Turnover Phase.

No additional or separate reimbursement is made by the Department for the turnover phase. Reimbursement for such services is encompassed in the fixed price reimbursement otherwise provided for in this Contract.

10. Payment Events.

Contractor shall have the right to issue invoices in the amounts noted above in Sections 3, 4, and 5 as provided in Section 3.6 of the Contract. The Department shall pay invoices in accordance with Section 3.1 of the Contract.

11. Maximum Charges.

The Maximum Amount shall be $_____ and amounts added by Change Orders

12. Holdback.

To assure full performance by the Contractor of the duties and responsibilities of this Contract, the Department will retain a 10% holdback of the consideration until the Department determines that the Contractor has satisfactorily performed all the duties and responsibilities of this Contract through Certification. The Department may retain the above stated amount if the Contractor fails to complete full performance. The exercise of the Department's right in relation to this provision does not preclude the Department from using other methods to collect additional amounts that are owing to it. The Department shall retain a Holdback of 10% of the consideration for each Milestone which has received Acceptance and for which the Department has agreed to pay consideration. The Department shall authorize Contractor's submission of an invoice, and the Department shall pay within 30 days of receipt of such an invoice submitted in accordance with the Contract, for:

12.1. following the Department's Acceptance of the related set of Services and/or Deliverables of a Payment Milestone, the Department, at its discretion, may release up to 30% of the total holdback for that milestone;

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12.2. the successful certification of a Payment Milestone, the Department, at its discretion, may release up to an additional 40% of the total holdback for that milestone;

12.3. the successful certification of the final Payment Milestone, the Department, will release the remaining holdback for all milestones; and

12.4. the successful implementation of a change order, that is not within the scope of a required Payment Milestone, the Department, will release 100% of the total holdback for that change order;

13. Key Personnel.

The Contractor must provide Key Personnel to be assigned to the DDI and Certification phases of the Project.

13.1. At a minimum, Key Personnel during the DDI phase shall include a Project Manager, Contract Manager, Testing Lead, Integration Lead and a Certification Lead. DPHHS will review and approve all Key Personnel.

13.2. The Contractor shall also provide Key Personnel for the Operations, Maintenance and Configuration phases of the Project. At a minimum, Key Personnel shall include a Project Manager and Contract Manager. The Contractor must identify other Key Personnel for the Operations, Maintenance and Configuration phase of the project. DPHHS will review and approve all Key Personnel.

14. Resource Allocation Schedules.

The Contractor's staffing plan by phase and resource type is included in Appendix I "Contractor's Response" and Attachment H "Resource Allocation Schedules".

15. Notice Information

To Contractor at:

Mailing Address
Telephone:
Fax:
E-mail:

To the Department at:

Telephone:
Fax:
E-mail:

With a copy to:

Telephone:
Fax:
E-mail:

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APPENDIX B. PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

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Appendix B - Performance Requirements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA01	Contractor must meet the due date for Acceptance of each Deliverable, as indicated in the Work Plan (excludes Implementation Acceptance as defined in Performance Standard #67).	Liquidated Damages: $500.00 per Business Day from the Deliverable Acceptance date in the Work Plan until the date each Deliverable receives Acceptance from the Department.	
SLA02	Contractor shall ensure there are no more than two submissions of any Deliverable to gain Acceptance by the Department using the process defined in Section 7.3 of the Contract. A Deliverable that is not compliant with the Acceptance Criteria as defined in the applicable Deliverable Expectation Document (DED) will not gain Acceptance.	Liquidated Damages: $500.00 per submission per Deliverable requiring more than two submissions.	
SLA03	Contractor shall distribute meeting agendas to invitees at least 24 hours before the start of a scheduled meeting involving project stakeholders. Scheduled meetings include any reoccurring project meetings, meetings identified in the Work Plan or any meeting requested by the Department with at least 48 hours' notice. Contractor shall distribute meeting minutes to meeting attendees within two business days of the scheduled meeting.	Liquidated Damages: $100.00 per occurrence of meeting agendas not being delivered at least 24 hours before the start of a scheduled meeting or meeting minutes not being delivered within two business days of the scheduled meeting.	
SLA05	Contractor's Key Personnel positions may not be vacant for more than 10 Business Days without a qualified substitute (temporary replacement). A qualified substitute must be in place no more than 10 Business Days after the separation date of the vacating resource. The definition of a qualified substitute is someone meeting the requirements of the RFP and Contract Section 4.	Liquidated damages: $500.00 per Business Day after 10 consecutive Business Days a Key Personnel position is vacant without a qualified substitute.	
SLA06	Contractor will have 60 calendar days from the vacancy date to fill a Key Personnel position with a permanent replacement (a position is considered vacant even with the substitute replacement serving in that role).	Liquidated Damages: $500.00 per Business Day after 60 calendar days a Key Personnel positions is vacant without a permanent replacement.	

Appendix B - Performance Requirements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA09	Contractor shall ensure that 100% of all critical Priority tickets, (Enhancements, Deficiencies, Maintenance, Research, Configuration and Mass Adjustments) are completed and Implemented by the Required Implementation Date. This SLA is measured based on such tickets due in a calendar month. The Department will establish the Priority and the Required Implementation Date for each ticket based on the business need (e.g., federal law, state law, or regulation). If the Contractor has concerns regarding the Priority or the ability to meet the Required Implementation Date, the Department will meet with the Contractor to discuss the ticket. Where possible, the Department will incorporate the Contractor's feedback.	Liquidated damages: $1,500 per business day per ticket past the Required Implementation Date for any critical Priority ticket without Acceptance from the Department.	
SLA10	Contractor shall ensure that 80% of all high Priority tickets (Enhancements, Deficiencies, Maintenance, Research, Configuration and Mass Adjustments) are Implemented by the Required Implementation Date. Contractor shall ensure that 100% of all high Priority tickets (Enhancements, Defects, Maintenance, Research, Configuration and Mass Adjustments) are Implemented within five business days of the Required Implementation Date. This SLA is measured based on such tickets due in a calendar month. The Department will establish the Priority and the Required Implementation Date for each ticket based on the business need (e.g., federal law, state law, or regulation). If the Contractor has concerns regarding the Priority or the ability to meet the Required Implementation Date, the Department will meet with the Contractor to discuss the ticket. Where possible, the Department will incorporate the Contractor's feedback.	Liquidated damages: $1,000 per Business Day per ticket if either: more than 20% of high Priority tickets past the Required Implementation Date have not received Acceptance from the Department or any high Priority ticket more than five Business Days past the Required Implementation Date has not received Acceptance from the Department.	

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

Appendix B - Performance Requirements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA11	Contractor shall ensure that 75% of all medium Priority tickets (Enhancements, Deficiencies, Maintenance, Research, Configuration and Mass Adjustments) are Implemented by the Required Implementation Date. Contractor shall ensure that 100% of all medium Priority tickets (Enhancements, Deficiencies, Maintenance, Research, Configuration and Mass Adjustments) are Implemented within 10 business days of the Required Implementation Date. This SLA is measured based on such tickets due in a calendar month. The Department will establish the Priority and the Required Implementation Date for each ticket based on the business need (e.g., federal law, state law, or regulation). If the Contractor has concerns regarding the Priority or the ability to meet the Required Implementation Date, the Department will meet with the Contractor to discuss the ticket. Where possible, the Department will incorporate the Contractor's feedback.	Liquidated damages: $500 per Business Day per ticket if either: more than 25% of medium Priority tickets are past the Required Implementation Date have not received Acceptance from the Department or and medium Priority ticket more than 10 business days past the Required Implementation Date has not received Acceptance from the Department.	
SLA12	Contractor shall ensure compliance with all licensing agreements, required to support the proposed Solution and Services. Compliance is defined as the maintenance of licenses and appropriate permitted usage.	Liquidated damages: The cost of the licenses or the damages assessed by the licensor whichever is greater.	
SLA14	Contractor shall thoroughly test the Solution and demonstrate proof of successful Contractor Testing for 100% of the Specifications defined for each Implementation. Contractor can demonstrate proof of successful Contractor Testing by providing Documentation such as system, integration or parallel test results or demonstration of the Specifications including Interfaces/APIs. All Specifications must be tested through the use of testing procedures, verification procedures and other testing methodologies identified in Contract Section 7, Section 3.10.2.6 of the RFP, and the associated testing requirements.	Liquidated damages: $5,000.00 per Implementation in which Contractor is not able to demonstrate that 100% of the Specifications have been met.	

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

Appendix B - Performance Requirements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA15	Contractor shall maintain environments as mutually agreed upon to perform System validation, integration testing, and Data migration to determine overall production readiness. Each environment must include all of the components to support the intended purpose of that environment. Any component not replicated in a designated environment must be disclosed to the Department and a written explanation as to why this will not affect the inherent use of the environment for its intended purpose.	Liquidated damages: $5,000.00 per environment per month in which Contractor does not maintain an environment as mutually agreed upon.	
SLA16	Contractor shall document all business rules applicable to the functioning of the Module and document any new or changed business rules within 10 Business Days of the implementation of a change.	Liquidated damages: $100.00 per day in which the rules do not match the current functionality of the Module or $100.00 per day beyond the Performance Standard to document a changed business rule.	
SLA17	Contractor's Solution shall ensure 100% of all Data Interfaces identified for the Enterprise Service Bus (ESB) integration are managed and orchestrated by the ESB.	Liquidated damages: $5,000.00 per Data flow or Interface per month in which an Interface within the ESB integration scope of work is not orchestrated by the ESB.	
SLA21	Contractor shall document all Configuration items applicable to the Solution and update Documentation within 10 Business Days of the Implementation of a change.	Liquidated Damages: $100.00 per Configuration item per day not documented or not updated within the 10 Business Day Performance Standard.	
SLA22	Contractor shall ensure that the Data integrity error rate and routing errors of any transaction is less than .001%.	Liquidated Damages: $5,000.00 per month if error rate exceeds .001%.	
SLA25	Contractor's Solution shall ensure Data received from real-time Interfaces will be accessible in the Module within three seconds at least 99% of the time; excluding batch interface updates. Performance is measured by a predefined sample measuring timestamp Data was received to the time the Data is available to query in the Module database or presented to the user via a Module user interface.	Liquidated Damages: $2,000.00 per month if user accessibility based on the sample is greater than three seconds for more than 1% of the sample.	

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

Appendix B - Performance Requirements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA26	Contractor's Solution response time for user-initiated functionality related to the Data store for queries has three tiers: Tier 1 includes simple queries whose output ranges from 1 to 4,999 rows, for which response time shall not exceed three seconds; Tier 2 is for more complex queries whose output ranges from 5,000 to 20,000 rows, for which response time shall not exceed 30 seconds; Tier 3 is for the most complex queries whose output ranges from 20,001 to 100,000 rows, for which response time shall not exceed 60 seconds. Performance is measured by a predefined query compiled by solution provider of the three tiers for a sample measuring of the three tiers until return of accurate output.	Liquidated Damages: $1,000.00 per month if the average response time is greater than three seconds for simple queries or 30 seconds for complex queries for any of the predefined simple and complex queries.	
SLA27	Contractor's Solution shall accommodate a user interface response time of two seconds or less per discrete transaction, unless the response time exceeding two seconds is due to circumstances beyond the control of Contractor.	Liquidated Damages: $1,000.00 per month if the average user interface response time is greater than two seconds, unless the response time exceeding two seconds is due to circumstances beyond the control of Contractor.	
SLA28	Contractor's Solution response time for adding, updating, or deleting Data from operational components shall not exceed three seconds per action. Performance is measured by a predefined sample measuring individually the adding, editing and deleting of Data. Measure from action to completion of process. Validate 1) appropriate action to Data was completed. 2) Review action history for timing.	Liquidated Damages: $1,000.00 per month if average response time is greater than three seconds per action.	
SLA29	Contractor must ensure all of the required Interfaces for the Module operate in accordance with the Specifications, without degradation in performance.	Liquidated Damages: $10,000.00 per month if any of the required Interfaces fail this Performance Standard.	
SLA31	Contractor must ensure all production reports will be available on line for review by the Department pursuant to the following schedule: A. Daily or Weekly Reports – by the end of the Business Day following the end of the reporting period. B. Monthly Reports – by the third Business Day following the end of the reporting period C. Quarterly or Annual reports – by the fifth Business Day following the end of the reporting period.	Liquidated Damages: $500.00 per day per report beyond the Performance Standard.	

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

Appendix B - Performance Requirements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA34	Contractor must, in the event of an unscheduled Module Downtime, restore Availability, using procedures approved in the Business Continuity and Disaster Recovery Plan within four hours from the start of the unscheduled Downtime.	Liquidated Damages: Department shall assess the liquidated damages as specified below for failure to meet the Performance Standard timeframe: $5,000/24 hour period 0 to 72 hours beyond Performance Standard $6,000/24 hour period 73 to 168 hours beyond Performance Standard $7,000/24 hour period > 169 hours beyond Performance Standard.	
SLA35	Contractor shall provide an alternate business site if Contractor's primary business site becomes unsafe or inoperable. The alternate business site must be fully operational within two Business Days of the primary business site becoming unsafe or inoperable.	Liquidated Damages: $5,000.00 for each day the alternate business site is not available to support full business Operations for the Department within two business days of the primary business site becoming unsafe or inoperable.	Option B Provider Services
SLA36	Contractor shall provide detailed Disaster Recovery Plan test results annually to the Department within 30 days of test completion	Liquidated Damages: $500.00 per day beyond the Performance Standard until the detailed Disaster Recovery Plan test results are delivered to the Department.	
SLA39	Contractor shall request any planned Downtime due to scheduled upgrades or Maintenance, outside the normal Maintenance Window, to the Department five Business Days prior to Downtime. Unless the Department consents, it does not qualify as approved Downtime.	Liquidated Damages: $1,000.00 per occurrence if the request for planned Downtime is made with less than a five Business Day notice to the Department.	
SLA40	Contractor shall notify the Department of any emergency Deficiencies, as defined by the Department causing severe financial or productivity impacts, including Module Downtime, within one hour of the initial Deficiency or within thirty minutes of becoming aware of the issue, whichever is earlier. Contractor shall provide its plan for resolution within four hours of the notification of the Deficiency to the Department and resolve the Deficiency within 24 hours of the notification of the Deficiency to the Department.	Liquidated Damages: Department shall assess the liquidated damages as specified below for failure to meet the Performance Standard timeframe: $5,000/24 hour period 0 to 72 hours beyond Performance Standard $6,000/24 hour period 73 to 168 hours beyond Performance Standard $7,000/24 hour period > 169 hours beyond Performance Standard	

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

Appendix B - Performance Requirements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA41	Contractor shall notify the Department of any Major Deficiencies, as defined by the Department, causing serious disruption to Operations and Services where there is no alternative or work around, within one hour of becoming aware of the issue. Contractor shall provide its plan for resolution within four hours of the notification of the Deficiency to the Department and resolve the Deficiency within 36 hours of the notification of the Deficiency to the Department.	Liquidated Damages: Department shall assess the liquidated damages as specified below for failure to meet the Performance Standard timeframe: $2,000/24 hour period 0 to 72 hours beyond Performance Standard $3,000/24 hour period 73 to 168 hours beyond Performance Standard $4,000/24 hour period > 169 hours beyond Performance Standard.	
SLA42	Contractor shall notify the Department of any Moderate Deficiency, as defined by the Department, it identifies that affects a small number of users, causes inconvenience, or delays business or prevents use of a fully supported Service within 24 hours of becoming aware of the issue.	Liquidated Damages: $1,000.00 per instance the Department is not notified of a Moderate Deficiency within the Performance Standard timeframe.	
SLA44	Contractor shall work collaboratively with the Department to gather, analyze and report findings to the Office for Civil Rights (OCR) for any HIPAA or HITECH incident involving Contractor that affects a population of 500 members or more. Sufficient technical evaluation will be completed by the Contractor to verity the number of member potentially affected.	Liquidated Damages: All costs of mitigation (all Contractor and Department costs) for any HIPAA incident affecting 500 or more members that results from actions attributed to Contractor's performance of the Contract. In addition, Contractor will receive sanctions, if any, determined by the OCR and be responsible for mitigation costs and other associated costs such as call center costs, credit reporting, publications, and media centers.	
SLA46	Contractor shall adhere to applicable State and Federal laws, rules, regulations, guidelines, policies, and procedures relating to information systems, information systems security and privacy, physical security, PHI confidentiality and privacy. Contractor must work with the Department to define and identify that the proposed Solutions or Services meet applicable compliance requirements. If Contractor is out of compliance, a mitigation plan to regain compliance is due to the Department within 10 business days with mitigation and testing to be completed in the timeframe defined in the mitigation plan.	Liquidated Damages: Contractor will assume all liabilities including both the cost to remediate the System and bring it into compliance and the actual cost to the Department for the violation of applicable State and Federal laws, rules, regulations, guidelines, policies, and procedures relating to information systems, information systems security and privacy, physical security, PHI confidentiality and privacy, plus $1,000 a day until the Module is in compliance.	
SLA47	Contractor shall prevent any user or system administrator from having a shared account.	Liquidated Damages: $1,000.00 per occurrence in which a shared account is identified.	

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

Appendix B - Performance Requirements

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SLA48	Contractor shall have an acceptable documented risk mitigation plan submitted to the Department within 5 business days of risk identification for 100% of high or critical project risks. The Department, after consulting with Contractor, will determine the level of criticality of each project risk.	Liquidated Damages: $1,000.00 per Business Day beyond the Performance Standard for high or critical project risks without the submission of an acceptable risk mitigation plan.	
SLA51	Contractor will ensure that Module Federal Certification is achieved retroactive to the first day of Operations and continued throughout the Operations Phase. The Contractor is responsible for meeting the Federal standards, conditions and business requirements, formally published by CMS on the date the RFP closes, necessary to ensure initial and continued federal Certification for the operation of the Module and Department to receive full Federal Financial Participation (FFP) and the Federal Medical Assistance Percentage (FMAP) funding . In addition, the Contractor is responsible for meeting any new or modified Federal standards necessary to ensure initial and continued federal Certification, provided that to the extent those standards or requirements are not outside the scope of the RFP and do not result in a material cost impact on Contractor, otherwise the Contractor shall only be required to meet them if and to the extent the parties agree to do so through the Change Order process. Contractor will provide all support requested by the Department during Certification and any recertification conducted by CMS and by the Department. The support will include assisting the Department and CMS in developing artifacts and evidence to support the Certification review. This includes developing the Certification presentation and participation in the Certification review.	Liquidated damages: Contractor must pay the Department the actual damages incurred by the Department related to the Module DDI and Certification, if CMS does not fully compensate the Department at the maximum allowable FFP rate and the FMAP for the Module as delivered by the Contractor. The actual damages are the difference between the total of the sums of monies actually received from CMS by the Department and the total of the sums of monies that could have been received by the Department at maximum allowable FFP and the FMAP rate.	

Appendix B - Performance Requirements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA52	Contractor shall work cooperatively with all other contractors and offer timely support in integrating Solutions within the State's healthcare programs enterprise. Timely shall be defined as scheduling of a meeting within five business days, review of applicable documentation within five business days and scheduling of testing within five Business Days and ensuring the appropriate Contractor staff is participating. Days begin based on a request by the Department or another contractor.	Liquidated damages: $1,500.00 per request in which the Performance Standard is not met.	
SLA53	Contractor shall ensure that 99% of all Data converted is correctly mapped and usable by the scheduled completion date in the Work Plan.	Liquidated damages: $500.00 per day in which less than 99% of all Data converted is correctly mapped and usable beyond the scheduled completion date in the Work Plan.	
SLA54	Contractor is required to maintain a Data dictionary, accessible electronically, that shall be updated within 10 Business Days of any change.	Liquidated damages: $100.00 per day in which the Data dictionary does not match current functionality of the Module.	
SLA57	Contractor shall ensure accurate processing in accordance with the applicable Specifications of all electronic data interchange (EDI) transactions.	Liquidated damages: $1,000.00 per day in which the Performance Standard is not met.	
SLA60	Contractor shall maintain up to date System Design Documentation and System Documentation. Documentation shall be updated within 10 business days of the Implementation of a change.	Liquidated damages: $100.00 per document per day the Documentation does not match the functionality of the Module or $100.00 per day beyond the Performance Standard to document an applicable change.	
SLA61	Contractor shall maintain up to date functional Documentation including both User Documentation and the Operations Procedures Manual. Documentation shall be updated within 10 business days of the Implementation of a change.	Liquidated damages: $100.00 per document per day the Documentation does not match the functionality of the Module or $100.00 per day beyond the Performance Standard to document an applicable change.	
SLA62	Contractor's Solution shall ensure access for the required number of concurrent users, according to the Specifications, necessary for the administration of the Department's business functions without limitation of user access and compliance with Performance Standards.	Liquidated Damages: $500.00 per day if the required number of concurrent users is not supported by Contractor's Solution.	
SLA63	Contractor shall perform patching and corrections to mitigate security vulnerabilities of a critical nature within three Business Days and those of a major nature within 10 Business Days. The Department will determine the level of criticality in consultation with the Contractor.	Liquidated Damages: $5,000.00 per occurrence if the patch or correction is not Implemented within the Performance Standard timeframe.	

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Appendix B - Performance Requirements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA64	Subject to receiving the Department's approval as provided in contract Section 25.28, Contractor will provide a statement indicating approval by the Department for any publicity concerning the Contract, including, but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor. The Department will provide Contractor with the applicable statement.	Liquidated Damages: $5,000 per public notice in which the Department's applicable statement was not used or the Department did not approve of the public notice.	
SLA65	Damages may be assessed if Contractor fails to meet other contract and RFP requirements. The performance criteria will have a performance measure and scoring mechanism established in this Contract through negotiation with Contractor.	Liquidated Damages: Contractor will be assessed damages equal to $500 per day for each day that Contractor fails to meet Contract and RFP requirements without specified liquidated or actual damages.	
SLA66	Contractor shall provide accurate responses to all Department Change Requests for Enhancements including proposed Solution and pool hours/cost within 10 days for low complexity projects, 20 days for medium complexity projects or 30 days for high complexity projects, from submission of a Department Change Request for an Enhancement. The Department will determine the level of complexity in consultation with Contractor.	Liquidated damages: $200 per day for each day an acceptable Change Request for an Enhancement is not timely received by the Department from Contractor. "Acceptable" means that the Change Request for an Enhancement from Contractor includes Contractor's proposed Solution and associated pool hours/costs to comply with request made by the Department.	
SLA67	Contractor must receive Implementation Acceptance from the Department for each scheduled Implementation no later than the Acceptance Date in the Work Plan.	Liquidated Damage: Department shall assess liquidated damages as noted below for each business day from the Acceptance Date in the Work Plan until the required scope for the Implementation is Operational in accordance with its applicable Specifications and receives Acceptance from the Department: $1000 per business day for the first 10 Business Days $2000 per Business Day for the next five Business Days $3000 per Business Day for the next five Business Days $4000 per Business Day for each Business Day thereafter	

Appendix B - Performance Requirements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA68	Contractor shall notify the Department within the time period described in the Business Associates Agreement following the identification of any potential or actual Security Incident, including any physical or system breach, any attack, or the introduction of any disabling device, related to the System. Contractor shall take corrective action to mitigate the potential or actual major or minor Security Incident within two hours following the identification of each potential or actual Security Incident.	Liquidated damages: $2,500 per Security Incident per day in which the Department is not notified by Contractor of an incident within the time period described in the Business Associates Agreement for identification or Contractor fails to take corrective action mitigation of the potential or actual Security Incident within two hours following the identification of each incident.	
SLA69	Contractor shall provide a written report and assessment to the Department within 24 hours following the identification of any Security Incident detailing all actions taken concerning the incident, including the type of incident, the current status, and any potential impact(s).	Liquidated Damages: $1,000.00 per Security Incident per day in which Contractor fails to provide the Department with a detailed Security Incident report.	
SLA70	Contractor shall ensure that the Agency-defined data extract is supplied accurately to the Data Warehouse. The Contractor shall supply the response file(s) in the format requested by the Agency by the date and time (weekly) agreed upon.	Liquidated Damages: $1000.00 per twenty-four (24) hours after the minimum weekly transfer window has passed where the Data Warehouse is not in receipt of an uncorrupted, readable extract.	Option B Provider Services
SLA71	Contractor shall staff the provider enrollment Call Center toll-free phone lines from 8:00 a.m. to 5:00 p.m., Mountain Time, on all State business days, Monday through Friday (excluding State holidays). The Contractor shall generate a report which includes, at a minimum, the time and date stamp phone lines were open and when phone lines were turned off.	Liquidated Damages: $90.00 per quarter hour (15 minutes) that the Call Center is not operational during 8:00 a.m. to 5:00 p.m., Mountain Time, on all State business days Monday through Friday (excluding State holidays).	Option B Provider Services
SLA72	Contractor shall respond to telephone and written inquiries with a researched response, or with an accurate resolution to the inquiry within two (2) business days. This SLA covers the 25% of telephone inquiries that are not able to be resolved during first contact. The Contractor shall generate a report to track request date against the response date. The Agency will perform monitoring of the accuracy and consider document availability factors.	Liquidated Damages: $50.00 per business day per inquiry that is not responded to within two (2) business days.	Option B Provider Services

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Appendix B - Performance Requirements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA73	Contractor shall respond to telephone and written inquiries with a researched response, or with an accurate resolution to the inquiry with at least ninety-seven percent (97%) accuracy. This SLA covers the 25% of telephone inquiries that are not able to be resolved during first contact. The Contractor shall generate a report to track request date against the response date. The Agency will perform monitoring of the accuracy and consider document availability factors.	Liquidated Damages: $125.00 per month that the accuracy rate falls below ninety-seven percent (97%).	Option B Provider Services
SLA74	Contractor shall process to completion all approved provider enrollment financial information documents into the applicable state financial system e.g., the Wyoming Online Financial System (WOLFS), with at least ninety-nine percent (99%) accuracy. The Agency will conduct monitoring of the accuracy of keyed financial information within the applicable financial system, e.g., WOLFS.	Liquidated Damages: $125.00 per month that the accuracy rate falls below ninety-nine percent (99%).	Option B Provider Services
SLA75	Contractor shall process to completion 100% of all approved provider enrollment financial information documents into the applicable state financial system e.g., the Wyoming Online Financial System (WOLFS), within two (2) business days of provider approval. The Contractor shall generate a report to track received financial information to process against actual processed documents.	Liquidated Damages: $50.00 per business day per financial document not processed into the state financial system e.g., WOLFS, within two (2) business days.	Option B Provider Services
SLA76	Contractor shall ensure that less than one percent (1%) of total monthly calls should be escalated to the Agency for resolution that are clearly within the scope of work of the Contractor. This does not apply to subject areas where the Agency and the Contractor have agreed in advance require Agency determination. The Contractor shall track at a minimum: percentage of calls escalated to the Agency, reason for escalation, and outcome. This Operational Report will be provided to the Agency monthly.	Liquidated Damages: $150.00 per full percentage point above one percent (1%) of calls escalated to the Agency each month.	Option B Provider Services
SLA77	Contractor shall complete one hundred percent (100%) of all moderate and high risk provider pre- and post-enrollment onsite screenings within seven (7) business days. The Contractor shall generate a report to track moderate and high risk providers ready for a site visit against the number of site visits actually performed within the seven (7) business day	Liquidated Damages: $50.00 per business day per screening not completed within seven (7) business days.	Option B Provider Services

Appendix B - Performance Requirements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA78	Contractor shall ensure the onsite screening checklist will be completed and keyed into the applicable provider profile within the solution with ninety-seven percent (97%) accuracy. The Agency will perform monitoring of the accuracy of entry and completeness of the checklist.	Liquidated Damages: $125.00 per month that the accuracy rate falls below ninety-seven percent (97%).	Option B Provider Services
SLA80	Contractor shall ensure researched and resolved TIN Mismatch Reports will be corrected in the solution with ninety-nine percent (99%) accuracy. The Contractor shall generate a report to track resolved provider TIN against the original TIN mismatched report. The report will include time and date stamps.	Liquidated Damages: $125.00 per month that the accuracy rate falls below ninety-nine percent (99%).	Option B Provider Services
SLA81	Contractor shall ensure the total number of busy signals, disconnected calls, and abandoned calls measured against the total inbound calls shall not exceed five percent (5%) per day. The Contractor shall generate a report to track all inbound calls against answered calls, including abandonment rate, hold time before initial answer, time placed on hold after call is answered, average talk time, and speed to answer--at a minimum, and for each phone line	Liquidated Damages: $250.00 per day where busy signals, disconnected calls, and abandoned calls exceeds five percent (5%) of total inbound calls.	Option B Provider Services
SLA82	Contractor shall ensure the average speed to answer must be less than or equal to sixty (60) seconds, after the caller makes a selection in the IVR. The Contractor shall generate a report to track all inbound calls against answered calls, including abandonment rate, hold time before initial answer, time placed on hold after call is answered, average talk time, and speed to answer--at a minimum, and for each phone line.	Liquidated Damages: $1,250 per month that the average speed to answer is between sixty (61) seconds and ninety (90) seconds. $2,500 per month that the average speed to answer is between ninety-one (91) seconds and one hundred and twenty (120) seconds. $5,000 per month that the average speed to answer is greater than one hundred and twenty-one (121) seconds.	Option B Provider Services

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Appendix B - Performance Requirements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA83	Contractor shall be able to pull specific phone call recordings (inbound and outbound calls) when given the date and time, and provide them to the Agency upon request.	Liquidated Damages: $100.00 per occurrence if not able to produce specific recorded calls.	Option B Provider Services
SLA84	Contractor shall ensure provider questions and concerns are resolved seventy-five percent (75%) of the time upon first contact with the Call Center. The Contractor shall supply the metrics to the Agency, monthly (at a minimum) to demonstrate first call resolution.	Liquidated Damages: $150.00 per day below seventy-five (75%) call resolution.	Option B Provider Services
SLA85	Contractor's Call Center staff will document, in Customer Relationship Management (CRM) system, all the information they provide to callers during first contact, and any subsequent follow-ups, one hundred percent (100%) of the time. The Contractor shall make available to the Agency view access into the CRM (expected: three (3) view-only seats).	Liquidated Damages: $100.00 per percentage below one hundred percent (100%).	Option B Provider Services
SLA86	Contractor shall survey no less than every 10th caller to rate the quality, timeliness, and other service delivery elements carried out by the Call Center. Callers shall report Call Center satisfaction at or above eighty percent (80%). The Contractor shall combine caller satisfaction scores to determine the average satisfaction percentage score. Score and surveys will be provided to the Agency, monthly.	Liquidated Damages: $500.00 per month below eighty percent (80%) satisfaction.	Option B Provider Services
SLA87	Contractor's staff will perform provider enrollment duties including, but not limited to tasks within requirement STF01. Duties and tasks will be completed with ninety-seven percent (97%) accuracy. The Contractor shall generate a workflow report that tracks tasks and duties against completed work. Report will be provided to the Agency, monthly. The Agency will perform monitoring for accuracy of completed tasks.	Liquidated Damages: $300.00 monthly for monitoring of completed tasks falling below ninty-seven percent (97%) accuracy, unless specifically stated in a separate SLA.	Option B Provider Services

Appendix B - Performance Requirements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA88	Contractor's staff will perform provider enrollment duties including, but not limited to tasks within requirement SFT01. Duties and tasks will be completed within an average of two (2) business days and 100% completion of all tasks within five (5) business days unless specifically stated in a separate SLA. This applies to each period (e.g.: incomplete application returned to the provider). Factors outside of Contractor control, such as the response time by the provider to request for additional information, are not considered. The Contractor shall generate a workflow report that minimally tracks: task time-stamps (incoming and completed), tasks against completed work, average time to complete each task, and time taken by the provider to supply additional information or make corrections. Report will be provided to the Agency, monthly. The Agency will perform monitoring for timeliness and accuracy of completed tasks.	Liquidated Damages: $100.00 for each occurrence for tasks taking longer than five (5) days, unless specifically stated in a separate SLA.	Option B Provider Services
SLA89	Contractor shall ensure ninety-five percent (95%) of all incoming documents received, staff site visit documentation, and/or other applicable documentation must be scanned into the system within two (2) business days. The remaining five percent (5%) of documents must be scanned within five (5) business days. The Contractor shall generate a report to track all incoming documents. The report will include time and date stamps for when a document was received and when a document was scanned. The Contractor shall conduct internal quality checks on the documents scanned.	Liquidated Damages: $50.00 per late scanning occurrence above the remaining five percent (5%) of remaining documents past the five (5) business day mark.	Option B Provider Services
SLA90	Contractor shall staff the provider enrollment Call Center and maintain staff for site visits at the level agreed upon in the contract. Staffing includes all key and non-key staff. The Contractor and Agency shall agree to the number of FTE within the contract. A FTE is measured as two thousand and eighty (2,080) hours.	Liquidated Damages: $5000.00 per month, per FTE, below the staffing number established in the Contract/Participating Addendum.	Option B Provider Services
SLA91	Contractor will have forty-five (45) calendar days to fill an appropriate staff position or key staff position with a permanent resource even when a qualified substitute is in place. The Contractor shall notify the Agency when management and key positions are vacated, subsequently filled by a qualified replacement, and finally filled by qualified permanent staff.	Liquidated Damages: $200.00 liquidated damages per week after forty-five (45) calendar days where a key position remains vacant.	Option B Provider Services

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Appendix B - Performance Requirements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA92	Contractor's Call Center staff will notify the provider of discrepancies within one (1) business day of any discrepancies identified regarding the Backup Withholding "B" notices, 1099s, including FEINs. Staff will attempt to notify the provider via phone call. If the provider was not reached by phone, Call Center staff will perform a second attempt to rectify the discrepancy through email. Upon resolution, Call Center staff will correct the discrepancy within the applicable state financial system, such as the Wyoming Online Financial System (WOLFS), with ninety-nine percent (99%) accuracy within two (2) business days of receipt of the resolved discrepancy. The Contractor shall generate a workflow report that tracks tasks and duties associated with discrepancies identified by the SAO and IRS regarding Backup Withholding "B" Notices, 1099s, including FEINs, against completed work. Report will be provided to the Agency, monthly. The Agency will perform monitoring for accuracy and timeliness of completed tasks.	Liquidated Damages: $25.00 per occurrence when the provider was not contacted one (1) business day after an identified discrepancy. $10.00 per day after two (2) business days of receipt of the resolved discrepancy without correction in the state financial system. $125.00 per month that the accuracy rate falls below ninety-nine percent (99%) of all corrections made to the state financial system regarding Backup Withholding "B" notices, 1099s, including FEINs.	Option B Provider Services
SLA98	The Contractor's Solution shall ensure that the maximum amount of time between the initiation of a transaction and the confirmation receipt of the transaction by the Enterprise Service Bus (ESB) will not exceed two seconds, unless the response time exceeding two seconds is due to circumstances beyond the control of Contractor.	Liquidated Damages: $5,000.00 per month if the average latency of ESB orchestrated transactions exceeds the Performance Standard.	

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Appendix B - Performance Requirements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA101	Contractor's performance monitoring dashboard must have Availability 99% of the time, 24 hours a day, seven days a week, excluding Department approved planned Downtime. Availability is calculated as follows: Availability percentage = unplanned Downtime (Total Downtime-approved Downtime) divided by Total time (24X7).	Liquidated Damages: Department will assess as specified below, per hour for each hour, or portion thereof, if the performance monitoring dashboard fails to meet the 99% Availability Performance Standard. □ □$1,000/hour 0 to 24 hours beyond the Performance Standard □ □$2,000/hour 24 to 48 hours beyond the Performance Standard □ □$3,000/hour > 48 hours beyond the Performance Standard	
SLA102	Contractor's Solution must have Availability 99.5% of the time, 24 hours a day, seven days a week, excluding Department approved planned Downtime. Availability is calculated as follows: Availability percentage = unplanned Downtime (Total Downtime-approved Downtime) divided by Total time (24X7).	Liquidated Damages: Department will assess as specified below, per hour for each hour, or portion thereof, if any of Contractor's Solutions fails to meet the 99.5% Availability Performance Standard. □ □$1,000/hour 0 to 24 hours beyond the Performance Standard □ □$2,000/hour 24 to 48 hours beyond the Performance Standard □ □$3,000/hour > 48 hours beyond the Performance Standard	

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APPENDIX C. REVISIONS TO THE RESPONSE

The following documents, each of which are incorporated in this Appendix C, include revisions to the Contractor's response to the RFP:

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Schedule F - Provider Services Core Scope of Work Costs
Schedule F-1 Provider Services DDI Costs

Provider Services Core DDI Costs (Based on Number of Active De-duplicated Providers)

Group:	Base Cost	Group 1			Group 2		Group 3		Group 4		Group 5		Group 6		Group 7	
Group Provider Range:	0 25,000	-		25,000	25,001	75,000	75,001	125,000	125,001	175,000	175,001	225,000	225,001	275,000	275,001	
Total Providers:		No Variable Pricing in Group 1				-		-		-		-		-		-
	Base Cost Amount	*Variable Rate*	*Monthly Variable Cost*	*Annual Variable Cost*	*Variable Rate*	*Variable Cost*	*Variable Rate*	*Variable Cost*	*Variable Rate*	*Variable Cost*	*Variable Rate*	*Variable Cost*	*Variable Rate*	*Variable Cost*	*Variable Rate*	*Variable Cost*
DDI	$ 5,803,269.05	N/A	N/A	N/A	$ 3.0600	$ -	$ 2.0400	$ -	$ 1.2240	$ -	$ 0.8743	$ -	$ 0.6800	$ -	$ 0.5564	$ -
Core DDI Costs:	**$ 5,803,269.05**			**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**

Total Core DDI Costs: $ 5,803,269.05

Consumer Price Index Urban (CPI-U) Adjustment:

A. CPI-U for Master Agreement Date 6/1/2018:	**0.000000**
B. CPI-U for Participating Addendum Date:	**0.000000**
C. Index Point Change equals B minus A:	**0.000000**
D. Equals C divided by A:	**0.000000**
E. CPI-U Inflation Percentage equals B plus 1.00:	**1.000000**

COLA Percentage:	3.00%															
Year 1 Variable Rate:	$ 3.060															
Variable Rate Factor Group 2-7:					1		0.67		0.60		0.71		0.78		0.82	

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Schedule F - Provider Services Core Scope of Work Costs

Schedule F-2 Provider Services Operations Costs

Provider Services Core Operations Costs (Based on Number of Active De-duplicated Providers)

Group:	Base Cost		Group 1			Group 2			Group 3			Group 4			Group 5			Group 6			Group 7		
Group Provider Range:	*0*	*25,000*	*-*	*25,000*		*25,001*	*75,000*		*75,001*	*125,000*		*125,001*	*175,000*		*175,001*	*225,000*		*225,001*	*275,000*		*275,001*		
Total Providers:				-			-			-			-			-			-				-
Operations Year	*Monthly Base Cost*	*Annual Base Cost*	*Variable Rate*	*Monthly Variable Cost*	*Annual Variable Cost*	*Variable Rate*	*Monthly Variable Cost*	*Annual Variable Cost*	*Variable Rate*	*Monthly Variable Cost*	*Annual Variable Cost*	*Variable Rate*	*Monthly Variable Cost*	*Annual Variable Cost*	*Variable Rate*	*Monthly Variable Cost*	*Annual Variable Cost*	*Variable Rate*	*Monthly Variable Cost*	*Annual Variable Cost*	*Variable Rate*	*Monthly Variable Cost*	*Annual Variable Cost*
Operations Year 1:	$ 273,709.75	$ 3,284,516.99	N/A	N/A	N/A	$ 0.3175	$ -	$ -	$ 0.1958	$ -	$ -	$ 0.1175	$ -	$ -	$ 0.0839	$ -	$ -	$ 0.0653	$ -	$ -	$ 0.0534	$ -	$ -
Operations Year 2:	$ 281,921.04	$ 3,383,052.48	N/A	N/A	N/A	$ 0.3270	$ -	$ -	$ 0.2017	$ -	$ -	$ 0.1210	$ -	$ -	$ 0.0864	$ -	$ -	$ 0.0673	$ -	$ -	$ 0.0550	$ -	$ -
Operations Year 3:	$ 290,378.67	$ 3,484,544.04	N/A	N/A	N/A	$ 0.3368	$ -	$ -	$ 0.2078	$ -	$ -	$ 0.1246	$ -	$ -	$ 0.0890	$ -	$ -	$ 0.0693	$ -	$ -	$ 0.0567	$ -	$ -
Operations Year 4:	$ 299,090.03	$ 3,589,080.36	N/A	N/A	N/A	$ 0.3469	$ -	$ -	$ 0.2140	$ -	$ -	$ 0.1283	$ -	$ -	$ 0.0917	$ -	$ -	$ 0.0714	$ -	$ -	$ 0.0584	$ -	$ -
Operations Optional Year 5:	$ 308,062.73	$ 3,696,752.76	N/A	N/A	N/A	$ 0.3573	$ -	$ -	$ 0.2204	$ -	$ -	$ 0.1321	$ -	$ -	$ 0.0945	$ -	$ -	$ 0.0735	$ -	$ -	$ 0.0602	$ -	$ -
Operations Optional Year 6:	$ 317,304.61	$ 3,807,655.32	N/A	N/A	N/A	$ 0.3680	$ -	$ -	$ 0.2270	$ -	$ -	$ 0.1361	$ -	$ -	$ 0.0973	$ -	$ -	$ 0.0757	$ -	$ -	$ 0.0620	$ -	$ -
Operations Optional Year 7:	$ 326,823.75	$ 3,921,885.00	N/A	N/A	N/A	$ 0.3790	$ -	$ -	$ 0.2338	$ -	$ -	$ 0.1402	$ -	$ -	$ 0.1002	$ -	$ -	$ 0.0780	$ -	$ -	$ 0.0639	$ -	$ -
Operations Optional Year 8:	$ 336,628.46	$ 4,039,541.52	N/A	N/A	N/A	$ 0.3904	$ -	$ -	$ 0.2408	$ -	$ -	$ 0.1444	$ -	$ -	$ 0.1032	$ -	$ -	$ 0.0803	$ -	$ -	$ 0.0658	$ -	$ -
Operations Optional Year 9:	$ 346,727.31	$ 4,160,727.72	N/A	N/A	N/A	$ 0.4021	$ -	$ -	$ 0.2480	$ -	$ -	$ 0.1487	$ -	$ -	$ 0.1063	$ -	$ -	$ 0.0827	$ -	$ -	$ 0.0678	$ -	$ -
Core Operations Costs:		**$ 33,367,756.19**			**$ -**			**$ -**			**$ -**			**$ -**			**$ -**			**$ -**			**$ -**

Total Core Operations Costs: $ 33,367,756.19

Consumer Price Index Urban (CPI-U) Adjustment:

A. CPI-U for Master Agreement Date 6/1/2018:	**0.000000**
B. CPI-U for Participating Addendum Date:	**0.000000**
C. Index Point Change equals B minus A:	**0.000000**
D. Equals C divided by A:	**0.000000**
E. CPI-U Inflation Percentage equals B plus 1.0	**1.000000**

COLA Percentage:	3.00%						
Year 1 Variable Rate:	$ 0.3175						
Variable Rate Factor Group 2-7:		1	0.62	0.60	0.71	0.78	0.82

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Schedule F - Provider Services Core Scope of Work Costs
Schedule F-3 Provider Services DDI Enhancement Pool Hour Costs

Provider Services Core DDI Enhancement Pool Costs (Based on Number of Active De-duplicated Providers)

	Group 1		Group 2		Group 3		Group 4		Group 5		Group 6		Group 7	
	-	25,000	25,001	75,000	75,001	125,000	125,001	175,000	175,001	225,000	225,001	275,000	275,001	
DDI Enhancement Pool Hours:		-		-		-		-		-		-		-
	Pool Hour Rate	***Pool Hour Cost***	***Variable Rate***	***Annual Variable Cost***	***Variable Rate***	***Annual Variable Cost***	***Variable Rate***	***Annual Variable Cost***		***Annual Variable Cost***	***Variable Rate***	***Annual Variable Cost***	***Variable Rate***	***Annual Variable Cost***
DDI:	$ 130.09	$ -	$ 130.0922	$ -	$ 130.0922	$ -	$ 130.0922	$ -	$ 130.0922	$ -	$ 130.0922	$ -	$ 130.0922	$ -
Core DDI Enhancement Pool Hour Costs:		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**

Total Core DDI Enhancement Pool Hour Costs: $ -

Consumer Price Index Urban (CPI-U) Adjustment:

A. CPI-U for Master Agreement Date 6/1/2018:	**0.000000**
B. CPI-U for Participating Addendum Date:	**0.000000**
C. Index Point Change equals B minus A:	**0.000000**
D. Equals C divided by A:	**0.000000**
E. CPI-U Inflation Percentage equals B plus 1.00:	**1.000000**

COLA Percentage:	3.00%													
Year 1 Hourly Rate:	$ 130.09													
Variable Rate Factor Group 2-7:			1		1		1		1		1		1	

OMC17: The Contractor shall provide 1,500 system enhancement pool hours for the duration of the DDI phase of the contract. The cost of these 1,500 system enhancement pool hours are included in the offeror's fixed price and included in Attachment G Pricing Schedules, Schedule D-Enhancement Pool Hours. The System Enhancement Pool for DDI includes personnel cost for all resources supporting the system enhancement effort. The unused system enhancement pool hours for DDI will be rolled over to the system enhancement pool for Operations or the number or system enhancement pool hours may be adjusted downward, at the discretion of the State. Any reduction in the number of system enhancement pool hours for DDI will require one month notification by the State, and the cost of the contract will be reduced proportional to the cost of the reduction in system enhancement pool hours eliminated using the rates provided in Attachment G, Provider Pricing Schedules, Schedule D-Enhancement Pool Hours.

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Schedule F - Provider Services Core Scope of Work Costs
Schedule F-4 Provider Services Operations Enhancement Pool Hour Costs

Provider Services Core Scope of Work Operations Enhancement Pool Hour Costs (Based on Number of Active De-duplicated Providers)

	Group 1		Group 2		Group 3		Group 4		Group 5		Group 6		Group 7	
Group Provider Range:	-	*25,000*	*25,001*	*75,000*	*75,001*	*125,000*	*125,001*	*175,000*	*175,001*	*225,000*	*225,001*	*275,000*	*275,001*	
Operations Annual Enhancement Pool Hours:		-		-		-		-		-		-		-
Operations Year	***Pool Hour Rate***	***Pool Hour Cost***	***Variable Rate***	***Annual Variable Cost***	***Variable Rate***	***Annual Variable Cost***	***Variable Rate***	***Annual Variable Cost***		***Annual Variable Cost***	***Variable Rate***	***Annual Variable Cost***	***Variable Rate***	***Annual Variable Cost***
Operations Year 1:	$ 130.09	$ -	$ 130.0922	$ -	$ 130.0922	$ -	$ 195.1383	$ -	$ 195.1383	$ -	$ 195.1383	$ -	$ 195.1383	$ -
Operations Year 2:	$ 133.99	$ -	$ 133.9950	$ -	$ 133.9950	$ -	$ 200.9924	$ -	$ 200.9924	$ -	$ 200.9924	$ -	$ 200.9924	$ -
Operations Year 3:	$ 138.01	$ -	$ 138.0149	$ -	$ 138.0149	$ -	$ 207.0222	$ -	$ 207.0222	$ -	$ 207.0222	$ -	$ 207.0222	$ -
Operations Year 4:	$ 142.15	$ -	$ 142.1553	$ -	$ 142.1553	$ -	$ 213.2329	$ -	$ 213.2329	$ -	$ 213.2329	$ -	$ 213.2329	$ -
Operations Optional Year 5:	$ 146.41	$ -	$ 146.4200	$ -	$ 146.4200	$ -	$ 219.6299	$ -	$ 219.6299	$ -	$ 219.6299	$ -	$ 219.6299	$ -
Operations Optional Year 6:	$ 150.80	$ -	$ 150.8126	$ -	$ 150.8126	$ -	$ 226.2188	$ -	$ 226.2188	$ -	$ 226.2188	$ -	$ 226.2188	$ -
Operations Optional Year 7:	$ 155.32	$ -	$ 155.3370	$ -	$ 155.3370	$ -	$ 233.0054	$ -	$ 233.0054	$ -	$ 233.0054	$ -	$ 233.0054	$ -
Operations Optional Year 8:	$ 159.98	$ -	$ 159.9971	$ -	$ 159.9971	$ -	$ 239.9956	$ -	$ 239.9956	$ -	$ 239.9956	$ -	$ 239.9956	$ -
Operations Optional Year 9:	$ 164.78	$ -	$ 164.7970	$ -	$ 164.7970	$ -	$ 247.1955	$ -	$ 247.1955	$ -	$ 247.1955	$ -	$ 247.1955	$ -
Core Operations Enhancement Pool Hour Costs:		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**

Total Core Operations Enhancement Pool Hour Costs: $ -

Consumer Price Index Urban (CPI-U) Adjustment:

A. CPI-U for Master Agreement Date 6/1/2018:	**0.000000**
B. CPI-U for Participating Addendum Date:	**0.000000**
C. Index Point Change equals B minus A:	**0.000000**
D. Equals C divided by A:	**0.000000**
E. CPI-U Inflation Percentage equals B plus 1.00:	**1.000000**

COLA Percentage:	3.00%													
Year 1 Hourly Rate:	$ 130.09													
Variable Rate Factor Group 2-7:			1		1		1.5		1		1		1	

OMC21:The Contractor will provide 500 system enhancement pool hours during the Operations phase per operations year. The cost of these annual 500 system enhancement pool hours are included in the Offeror's fixed price and included in Attachment G Pricing Schedules, Schedule D-Enhancement Pool Hours. The System Enhancement Pool includes personnel cost for all staff supporting the system enhancement effort. Unused system enhancement pool hours for each year of operations may be rolled forward to the next operations year or the number of system enhancement pool hours may be adjusted downward, at the discretion of the State. Any reduction in the number of system enhancement pool hours for operations will require a one month notification by the State, and the cost of the contract will be reduced proportional to the cost of the reduction in system enhancement pool hours eliminated using the rates provided in Attachment G Pricing Schedules, Schedule D-Enhancement Pool Hours. The cost of the contract will be reduced proportional to the cost of the unused hours using the rates provided in Attachment G Pricing Schedules, Schedule D-Enhancement Pool Hours.

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Schedule G - Provider Services Option A Scope of Work Costs
Schedule G-1 Provider Services DDI Costs

Provider Services Option A DDI Costs (Based on Number of Active De-duplicated Providers)

Group:	Base Cost	Group 1			Group 2		Group 3		Group 4		Group 5		Group 6		Group 7	
Group Provider Range:	0 25,000	-		25,000	25,001	75,000	75,001	125,000	125,001	175,000	175,001	225,000	225,001	275,000	275,001	
Total Providers:		No Variable Pricing in Group 1				-		-		-		-		-		-
	Base Cost Amount	Variable Rate	Monthly Variable Cost	Annual Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost	Variable Rate	Variable Cost
DDI	$ 1,372,498.41	N/A	N/A	N/A	$ 12.0900	$ -	$ 8.0599	$ -	$ 4.8360	$ -	$ 3.4543	$ -	$ 2.6867	$ -	$ 2.1982	$ -
Option A DDI Costs:	$ 1,372,498.41			$ -		$ -		$ -		$ -		$ -		$ -		$ -

Total Option A DDI Costs: $ 1,372,498.41

Consumer Price Index Urban (CPI-U) Adjustment:

A. CPI-U for Master Agreement Date 6/1/2018:	**0.000000**
B. CPI-U for Participating Addendum Date:	**0.000000**
C. Index Point Change equals B minus A:	**0.000000**
D. Equals C divided by A:	**0.000000**
E. CPI-U Inflation Percentage equals B plus 1.00:	**1.000000**

COLA Percentage:	3.00%						
Year 1 Variable Rate:	$ 12.090						
Variable Rate Factor Group 2-7:		1	0.67	0.60	0.71	0.78	0.82

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Schedule G - Provider Services Option A Scope of Work Costs

Schedule G-2 Provider Services Operations Costs

Provider Services Option A Operations Costs (Based on Number of Active De-duplicated Providers)

Group:	Base Cost	Group 1			Group 2			Group 3			Group 4			Group 5			Group 6			Group 7		
Group Provider Range:	0 – 25,000	- – 25,000			25,001 – 75,000			75,001 – 125,000			125,001 – 175,000			175,001 – 225,000			225,001 – 275,000			275,001 –		
Total Providers:		No Variable Pricing in Group 1																				-
Operations Year	*Monthly Base Cost*	*Annual Base Cost*	*Variable Rate*	*Monthly Variable Cost*	*Annual Variable Cost*	*Variable Rate*	*Monthly Variable Cost*	*Annual Variable Cost*	*Variable Rate*	*Monthly Variable Cost*	*Annual Variable Cost*	*Variable Rate*	*Monthly Variable Cost*	*Annual Variable Cost*	*Variable Rate*	*Monthly Variable Cost*	*Annual Variable Cost*	*Variable Rate*	*Monthly Variable Cost*	*Annual Variable Cost*	*Variable Rate*	*Monthly Variable Cost*	*Annual Variable Cost*
Operations Year 1:	$ 50,148.02	$ 601,776.21	N/A	N/A	N/A	$ 1.2544	$ -	$ -	$ 0.8363	$ -	$ -	$ 0.5018	$ -	$ -	$ 0.3584	$ -	$ -	$ 0.2788	$ -	$ -	$ 0.2281	$ -	$ -
Operations Year 2:	$ 51,652.46	$ 619,829.52	N/A	N/A	N/A	$ 1.2920	$ -	$ -	$ 0.8614	$ -	$ -	$ 0.5169	$ -	$ -	$ 0.3692	$ -	$ -	$ 0.2872	$ -	$ -	$ 0.2349	$ -	$ -
Operations Year 3:	$ 53,202.03	$ 638,424.36	N/A	N/A	N/A	$ 1.3308	$ -	$ -	$ 0.8872	$ -	$ -	$ 0.5324	$ -	$ -	$ 0.3803	$ -	$ -	$ 0.2958	$ -	$ -	$ 0.2419	$ -	$ -
Operations Year 4:	$ 54,798.09	$ 657,577.08	N/A	N/A	N/A	$ 1.3707	$ -	$ -	$ 0.9138	$ -	$ -	$ 0.5484	$ -	$ -	$ 0.3917	$ -	$ -	$ 0.3047	$ -	$ -	$ 0.2492	$ -	$ -
Operations Optional Year 5:	$ 56,442.03	$ 677,304.36	N/A	N/A	N/A	$ 1.4118	$ -	$ -	$ 0.9412	$ -	$ -	$ 0.5649	$ -	$ -	$ 0.4035	$ -	$ -	$ 0.3138	$ -	$ -	$ 0.2567	$ -	$ -
Operations Optional Year 6:	$ 58,135.29	$ 697,623.48	N/A	N/A	N/A	$ 1.4542	$ -	$ -	$ 0.9694	$ -	$ -	$ 0.5818	$ -	$ -	$ 0.4156	$ -	$ -	$ 0.3232	$ -	$ -	$ 0.2644	$ -	$ -
Operations Optional Year 7:	$ 59,879.35	$ 718,552.20	N/A	N/A	N/A	$ 1.4978	$ -	$ -	$ 0.9985	$ -	$ -	$ 0.5993	$ -	$ -	$ 0.4281	$ -	$ -	$ 0.3329	$ -	$ -	$ 0.2723	$ -	$ -
Operations Optional Year 8:	$ 61,675.73	$ 740,108.76	N/A	N/A	N/A	$ 1.5427	$ -	$ -	$ 1.0285	$ -	$ -	$ 0.6173	$ -	$ -	$ 0.4409	$ -	$ -	$ 0.3429	$ -	$ -	$ 0.2805	$ -	$ -
Operations Optional Year 9:	$ 63,526.00	$ 762,312.00	N/A	N/A	N/A	$ 1.5890	$ -	$ -	$ 1.0594	$ -	$ -	$ 0.6358	$ -	$ -	$ 0.4541	$ -	$ -	$ 0.3532	$ -	$ -	$ 0.2889	$ -	$ -
Option A Operations Costs:		**$ 6,113,507.97**			**$ -**			**$ -**			**$ -**			**$ -**			**$ -**			**$ -**		

Total Option A Operations Costs: $ 6,113,507.97

Consumer Price Index Urban (CPI-U) Adjustment:

A. CPI-U for Master Agreement Date 6/1/2018:	**0.000000**
B. CPI-U for Participating Addendum Date:	**0.000000**
C. Index Point Change equals B minus A:	**0.000000**
D. Equals C divided by A:	**0.000000**
E. CPI-U Inflation Percentage equals B plus 1.0	**1.000000**

COLA Percentage:	3.00%																					
Year 1 Variable Rate:	$ 1.254																					
Variable Rate Factor Group 2-7:						1			0.67			0.60			0.71			0.78			0.82		

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Schedule G - Provider Services Option A Scope of Work Costs
Schedule G-3 Provider Services DDI Enhancement Pool Hour Costs

Provider Services Option A DDI Enhancement Pool Costs (Based on Number of Active De-duplicated Providers)

	Group 1		Group 2		Group 3		Group 4		Group 5		Group 6		Group 7	
DDI Enhancement Pool Hours:	- 25,000		25,001 - 75,000		75,001 - 125,000		125,001 - 175,000		175,001 - 225,000		225,001 - 275,000		275,001 -	
	Pool Hour Rate	*Pool Hour Cost*	*Variable Rate*	*Annual Variable Cost*	*Variable Rate*	*Annual Variable Cost*	*Variable Rate*	*Annual Variable Cost*		*Annual Variable Cost*	*Variable Rate*	*Annual Variable Cost*	*Variable Rate*	*Annual Variable Cost*
DDI:	$ 130.09	$ -	$ 130.0922	$ -	$ 130.0922	$ -	$ 130.0922	$ -	$ 130.0922	$ -	$ 130.0922	$ -	$ 130.0922	$ -
Option A DDI Enhancement Pool Hour Costs:		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**

Total Option A DDI Enhancement Pool Hour Costs: $ -

Consumer Price Index Urban (CPI-U) Adjustment:

A. CPI-U for Master Agreement Date 6/1/2018:	**0.000000**
B. CPI-U for Participating Addendum Date:	**0.000000**
C. Index Point Change equals B minus A:	**0.000000**
D. Equals C divided by A:	**0.000000**
E. CPI-U Inflation Percentage equals B plus 1.00:	**1.000000**

COLA Percentage:	3.00%													
Year 1 Hourly Rate:	$ 130.09													
Variable Rate Factor Group 2-7:			1		1		1		1		1		1	

OMC22: The Contractor shall provide 500 system enhancement pool hours for the duration of the DDI phase of the contract. The cost of these 500 system enhancement pool hours are included in the offeror's fixed price and included in Attachment G Pricing Schedules, Schedule D-Enhancement Pool Hours. The System Enhancement Pool for DDI includes personnel cost for all resources supporting the system enhancement effort. The unused system enhancement pool hours for DDI will be rolled over to the system enhancement pool for Operations or the number or system enhancement pool hours may be adjusted downward, at the discretion of the State. Any reduction in the number of system enhancement pool hours for DDI will require one month notification by the State, and the cost of the contract will be reduced proportional to the cost of the reduction in system enhancement pool hours eliminated using the rates provided in Attachment G, Provider Pricing Schedules, Schedule D-Enhancement Pool Hours.

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Schedule G - Provider Services Option A Scope of Work Costs
Schedule G-4 Provider Services Operations Enhancement Pool Hour Costs

Provider Services Option A Scope of Work Operations Enhancement Pool Hour Costs (Based on Number of Active De-duplicated Providers)

	Group 1		Group 2		Group 3		Group 4		Group 5		Group 6		Group 7	
Group Provider Range:	-	25,000	25,001	75,000	75,001	125,000	125,001	175,000	175,001	225,000	225,001	275,000	275,001	
Operations Annual Enhancement Pool Hours:		-		-		-		-		-		-		-
Operations Year	*Pool Hour Rate*	*Pool Hour Cost*	*Variable Rate*	*Annual Variable Cost*	*Variable Rate*	*Annual Variable Cost*	*Variable Rate*	*Annual Variable Cost*	*Variable Rate*	*Annual Variable Cost*	*Variable Rate*	*Annual Variable Cost*	*Variable Rate*	*Annual Variable Cost*
Operations Year 1:	$ 130.09	$ -	$ 130.0922	$ -	$ 130.0922	$ -	$ 130.0922	$ -	$ 130.0922	$ -	$ 130.0922	$ -	$ 130.0922	$ -
Operations Year 2:	$ 133.99	$ -	$ 133.9950	$ -	$ 133.9950	$ -	$ 133.9950	$ -	$ 133.9950	$ -	$ 133.9950	$ -	$ 133.9950	$ -
Operations Year 3:	$ 138.01	$ -	$ 138.0149	$ -	$ 138.0149	$ -	$ 138.0149	$ -	$ 138.0149	$ -	$ 138.0149	$ -	$ 138.0149	$ -
Operations Year 4:	$ 142.15	$ -	$ 142.1553	$ -	$ 142.1553	$ -	$ 142.1553	$ -	$ 142.1553	$ -	$ 142.1553	$ -	$ 142.1553	$ -
Operations Optional Year 5:	$ 146.41	$ -	$ 146.4200	$ -	$ 146.4200	$ -	$ 146.4200	$ -	$ 146.4200	$ -	$ 146.4200	$ -	$ 146.4200	$ -
Operations Optional Year 6:	$ 150.80	$ -	$ 150.8126	$ -	$ 150.8126	$ -	$ 150.8126	$ -	$ 150.8126	$ -	$ 150.8126	$ -	$ 150.8126	$ -
Operations Optional Year 7:	$ 155.32	$ -	$ 155.3370	$ -	$ 155.3370	$ -	$ 155.3370	$ -	$ 155.3370	$ -	$ 155.3370	$ -	$ 155.3370	$ -
Operations Optional Year 8:	$ 159.98	$ -	$ 159.9971	$ -	$ 159.9971	$ -	$ 159.9971	$ -	$ 159.9971	$ -	$ 159.9971	$ -	$ 159.9971	$ -
Operations Optional Year 9:	$ 164.78	$ -	$ 164.7970	$ -	$ 164.7970	$ -	$ 164.7970	$ -	$ 164.7970	$ -	$ 164.7970	$ -	$ 164.7970	$ -
Option A Operations Enhancement Pool Hour Costs:		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**

Total Option A Operations Enhancement Pool Hour Costs:	**$ -**

Consumer Price Index Urban (CPI-U) Adjustment:

A. CPI-U for Master Agreement Date 6/1/2018:	**0.000000**
B. CPI-U for Participating Addendum Date:	**0.000000**
C. Index Point Change equals B minus A:	**0.000000**
D. Equals C divided by A:	**0.000000**
E. CPI-U Inflation Percentage equals B plus 1.00:	**1.000000**

COLA Percentage:	3.00%													
Year 1 Hourly Rate:	$ 130.09													
Variable Rate Factor Group 2-7:			1		1		1		1		1		1	

OMC23: The Contractor will provide 100 system enhancement pool hours during the Operations phase per operations year. The cost of these annual 100 system enhancement pool hours are included in the Offeror's fixed price and included in Attachment G Pricing Schedules, Schedule D-Enhancement Pool Hours. The System Enhancement Pool includes personnel cost for all staff supporting the system enhancement effort. Unused system enhancement pool hours for each year of operations may be rolled forward to the next operations year or the number of system enhancement pool hours may be adjusted downward, at the discretion of the State. Any reduction in the number of system enhancement pool hours for operations will require a one month notification by the State, and the cost of the contract will be reduced proportional to the cost of the reduction in system enhancement pool hours eliminated using the rates provided in Attachment G Pricing Schedule, Schedule D-Enhancement Pool Hours. The cost of the contract will be reduced proportional to the cost of the unused hours using the rates provided in Attachment G Pricing Schedules, Schedule D-Enhancement Pool Hours.

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Schedule H - Provider Services Option B Scope of Work Costs
Schedule H-1 Provider Services DDI Costs

Provider Services Option B DDI Costs (Based on Number of Active De-duplicated Providers)

Group:	**Base Cost**		**Group 1**			**Group 2**		**Group 3**		**Group 4**		**Group 5**		**Group 6**		**Group 7**	
Group Provider Range:	*0*	*25,000*	*-*		*25,000*	*25,001*	*75,000*	*75,001*	*125,000*	*125,001*	*175,000*	*175,001*	*225,000*	*225,001*	*275,000*	*275,001*	
Total Providers:			**No Variable Pricing in Group 1**				-		-		-		-		-		-
	Base Cost Amount		***Variable Rate***	***Monthly Variable Cost***	***Annual Variable Cost***	***Variable Rate***	***Variable Cost***	***Variable Rate***	***Variable Cost***	***Variable Rate***	***Variable Cost***	***Variable Rate***	***Variable Cost***	***Variable Rate***	***Variable Cost***	***Variable Rate***	***Variable Cost***
DDI	$ 955,538.90		N/A	N/A	N/A	$ 30.6076	$ -	$ 20.4048	$ -	$ 12.2429	$ -	$ 8.7449	$ -	$ 6.8016	$ -	$ 5.5649	$ -
Option B DDI Costs:	**$ 955,538.90**				**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**

Total Option B DDI Costs: $ 955,538.90

Consumer Price Index Urban (CPI-U) Adjustment:

A. CPI-U for Master Agreement Date 6/1/2018:	**0.000000**
B. CPI-U for Participating Addendum Date:	**0.000000**
C. Index Point Change equals B minus A:	**0.000000**
D. Equals C divided by A:	**0.000000**
E. CPI-U Inflation Percentage equals B plus 1.00:	**1.000000**

COLA Percentage:	3.00%						
Year 1 Variable Rate:	$ 30.608						
Variable Rate Factor Group 2-7:		1	0.67	0.60	0.71	0.78	0.82

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Schedule H - Provider Services Option B Scope of Work Costs
Schedule H-2 Provider Services Operations Costs

Provider Services Option B Operations Costs (Based on Number of Active De-duplicated Providers)

Group:	Base Cost		Group 1			Group 2			Group 3			Group 4			Group 5			Group 6			Group 7		
Group Provider Range:	0	25,000	-	25,000		25,001		75,000	75,001		125,000	125,001		175,000	175,001		225,000	225,001		275,000	275,001		
Total Providers:			No Variable Pricing in Group 1					-			-			-			-			-			-
Operations Year	*Monthly Base Cost*	*Annual Base Cost*	*Variable Rate*	*Monthly Variable Cost*	*Annual Variable Cost*	*Variable Rate*	*Monthly Variable Cost*	*Annual Variable Cost*	*Variable Rate*	*Monthly Variable Cost*	*Annual Variable Cost*	*Variable Rate*	*Monthly Variable Cost*	*Annual Variable Cost*	*Variable Rate*	*Monthly Variable Cost*	*Annual Variable Cost*	*Variable Rate*	*Monthly Variable Cost*	*Annual Variable Cost*	*Variable Rate*	*Monthly Variable Cost*	*Annual Variable Cost*
Operations Year 1:	$ 110,024.80	$ 1,320,297.57	N/A	N/A	N/A	$ 1.4194	$ -	$ -	$ 0.9463	$ -	$ -	$ 0.5678	$ -	$ -	$ 0.4056	$ -	$ -	$ 0.3155	$ -	$ -	$ 0.2581	$ -	$ -
Operations Year 2:	$ 113,325.54	$ 1,359,906.48	N/A	N/A	N/A	$ 1.4620	$ -	$ -	$ 0.9747	$ -	$ -	$ 0.5848	$ -	$ -	$ 0.4178	$ -	$ -	$ 0.3250	$ -	$ -	$ 0.2658	$ -	$ -
Operations Year 3:	$ 116,725.31	$ 1,400,703.72	N/A	N/A	N/A	$ 1.5059	$ -	$ -	$ 1.0039	$ -	$ -	$ 0.6023	$ -	$ -	$ 0.4303	$ -	$ -	$ 0.3348	$ -	$ -	$ 0.2738	$ -	$ -
Operations Year 4:	$ 120,227.07	$ 1,442,724.84	N/A	N/A	N/A	$ 1.5511	$ -	$ -	$ 1.0340	$ -	$ -	$ 0.6204	$ -	$ -	$ 0.4432	$ -	$ -	$ 0.3448	$ -	$ -	$ 0.2820	$ -	$ -
Operations Optional Year 5:	$ 123,833.88	$ 1,486,006.56	N/A	N/A	N/A	$ 1.5976	$ -	$ -	$ 1.0650	$ -	$ -	$ 0.6390	$ -	$ -	$ 0.4565	$ -	$ -	$ 0.3551	$ -	$ -	$ 0.2905	$ -	$ -
Operations Optional Year 6:	$ 127,548.90	$ 1,530,586.80	N/A	N/A	N/A	$ 1.6455	$ -	$ -	$ 1.0970	$ -	$ -	$ 0.6582	$ -	$ -	$ 0.4702	$ -	$ -	$ 0.3658	$ -	$ -	$ 0.2992	$ -	$ -
Operations Optional Year 7:	$ 131,375.37	$ 1,576,504.44	N/A	N/A	N/A	$ 1.6949	$ -	$ -	$ 1.1299	$ -	$ -	$ 0.6779	$ -	$ -	$ 0.4843	$ -	$ -	$ 0.3768	$ -	$ -	$ 0.3082	$ -	$ -
Operations Optional Year 8:	$ 135,316.63	$ 1,623,799.56	N/A	N/A	N/A	$ 1.7457	$ -	$ -	$ 1.1638	$ -	$ -	$ 0.6982	$ -	$ -	$ 0.4988	$ -	$ -	$ 0.3881	$ -	$ -	$ 0.3174	$ -	$ -
Operations Optional Year 9:	$ 139,376.13	$ 1,672,513.56	N/A	N/A	N/A	$ 1.7981	$ -	$ -	$ 1.1987	$ -	$ -	$ 0.7191	$ -	$ -	$ 0.5138	$ -	$ -	$ 0.3997	$ -	$ -	$ 0.3269	$ -	$ -
Option B Operations Costs:		**$ 13,413,043.53**			$ -			$ -			$ -			$ -			$ -			$ -			$ -

Total Option B Operations Costs: $ 13,413,043.53

Consumer Price Index Urban (CPI-U) Adjustment:

A. CPI-U for Master Agreement Date 6/1/2018:	**0.000000**
B. CPI-U for Participating Addendum Date:	**0.000000**
C. Index Point Change equals B minus A:	**0.000000**
D. Equals C divided by A:	**0.000000**
E. CPI-U Inflation Percentage equals B plus 1.0(	**1.000000**

COLA Percentage:	3.00%																						
Year 1 Variable Rate:	$ 1.419																						
Variable Rate Factor Group 2-7:						1			0.67			0.60			0.71			0.78			0.82		

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Schedule H - Provider Services Option B Scope of Work Costs
Schedule H-3 Provider Services DDI Enhancement Pool Hour Costs

Provider Services Option B DDI Enhancement Pool Costs (Based on Number of Active De-duplicated Providers)

	Group 1		Group 2		Group 3		Group 4		Group 5		Group 6		Group 7	
	-	25,000	25,001	75,000	75,001	125,000	125,001	175,000	175,001	225,000	225,001	275,000	275,001	
DDI Enhancement Pool Hours:		-		-		-		-		-		-		-
	Pool Hour Rate	***Pool Hour Cost***	***Variable Rate***	***Annual Variable Cost***	***Variable Rate***	***Annual Variable Cost***	***Variable Rate***	***Annual Variable Cost***		***Annual Variable Cost***	***Variable Rate***	***Annual Variable Cost***	***Variable Rate***	***Annual Variable Cost***
DDI:	$ 130.09	$ -	$ 130.0922	$ -	$ 130.0922	$ -	$ 130.0922	$ -	$ 130.0922	$ -	$ 130.0922	$ -	$ 130.0922	$ -
Option B DDI Enhancement Pool Hour Costs:		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**

Total Option B DDI Enhancement Pool Hour Costs: $ -

Consumer Price Index Urban (CPI-U) Adjustment:

A. CPI-U for Master Agreement Date 6/1/2018:	**0.000000**
B. CPI-U for Participating Addendum Date:	**0.000000**
C. Index Point Change equals B minus A:	**0.000000**
D. Equals C divided by A:	**0.000000**
E. CPI-U Inflation Percentage equals B plus 1.00:	**1.000000**

COLA Percentage:	3.00%													
Year 1 Hourly Rate:	$ 130.09													
Variable Rate Factor Group 2-7:			1		1		1		1		1		1	

OMC24: The Contractor will provide 250 system enhancement pool hours for the duration of the DDI phase of the contract. The cost of these 250 system enhancement pool hours are included in the offeror's fixed price and included in Schedule D-Enhancement Pool Hours. The System Enhancement Pool for DDI includes personnel cost for all resources supporting the system enhancement effort. The unused system enhancement pool hours for DDI will be rolled over to the system enhancement pool for Operations or the number or system enhancement pool hours may be adjusted downward, at the discretion of the State. Any reduction in the number of system enhancement pool hours for DDI will require one month notification by the State, and the cost of the contract will be reduced proportional to the cost of the reduction in system enhancement pool hours eliminated using the rates provided in Attachment G, Provider Pricing Schedules, Schedule D-Enhancement Pool Hours.

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Schedule H - Provider Services Option B Scope of Work Costs
Schedule H-4 Provider Services Operations Enhancement Pool Hour Costs

Provider Services Option B Scope of Work Operations Enhancement Pool Hour Costs (Based on Number of Active De-duplicated Providers)

	Group 1		Group 2		Group 3		Group 4		Group 5		Group 6		Group 7	
Group Provider Range:	-	25,000	25,001	75,000	75,001	125,000	125,001	175,000	175,001	225,000	225,001	275,000	275,001	
Operations Annual Enhancement Pool Hours:		-		-		-		-		-		-		-
Operations Year	*Pool Hour Rate*	*Pool Hour Cost*	*Variable Rate*	*Annual Variable Cost*	*Variable Rate*	*Annual Variable Cost*	*Variable Rate*	*Annual Variable Cost*	*Variable Rate*	*Annual Variable Cost*	*Variable Rate*	*Annual Variable Cost*	*Variable Rate*	*Annual Variable Cost*
Operations Year 1:	$ 130.09	$ -	$ 130.0922	$ -	$ 130.0922	$ -	$ 130.0922	$ -	$ 130.0922	$ -	$ 130.0922	$ -	$ 130.0922	$ -
Operations Year 2:	$ 133.99	$ -	$ 133.9950	$ -	$ 133.9950	$ -	$ 133.9950	$ -	$ 133.9950	$ -	$ 133.9950	$ -	$ 133.9950	$ -
Operations Year 3:	$ 138.01	$ -	$ 138.0149	$ -	$ 138.0149	$ -	$ 138.0149	$ -	$ 138.0149	$ -	$ 138.0149	$ -	$ 138.0149	$ -
Operations Year 4:	$ 142.15	$ -	$ 142.1553	$ -	$ 142.1553	$ -	$ 142.1553	$ -	$ 142.1553	$ -	$ 142.1553	$ -	$ 142.1553	$ -
Operations Optional Year 5:	$ 146.41	$ -	$ 146.4200	$ -	$ 146.4200	$ -	$ 146.4200	$ -	$ 146.4200	$ -	$ 146.4200	$ -	$ 146.4200	$ -
Operations Optional Year 6:	$ 150.80	$ -	$ 150.8126	$ -	$ 150.8126	$ -	$ 150.8126	$ -	$ 150.8126	$ -	$ 150.8126	$ -	$ 150.8126	$ -
Operations Optional Year 7:	$ 155.32	$ -	$ 155.3370	$ -	$ 155.3370	$ -	$ 155.3370	$ -	$ 155.3370	$ -	$ 155.3370	$ -	$ 155.3370	$ -
Operations Optional Year 8:	$ 159.98	$ -	$ 159.9971	$ -	$ 159.9971	$ -	$ 159.9971	$ -	$ 159.9971	$ -	$ 159.9971	$ -	$ 159.9971	$ -
Operations Optional Year 9:	$ 164.78	$ -	$ 164.7970	$ -	$ 164.7970	$ -	$ 164.7970	$ -	$ 164.7970	$ -	$ 164.7970	$ -	$ 164.7970	$ -
Option B Operations Enhancement Pool Hour Costs:		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**

Total Option B Operations Enhancement Pool Hour Costs:	**$ -**

Consumer Price Index Urban (CPI-U) Adjustment:

A. CPI-U for Master Agreement Date 6/1/2018:	**0.000000**
B. CPI-U for Participating Addendum Date:	**0.000000**
C. Index Point Change equals B minus A:	**0.000000**
D. Equals C divided by A:	**0.000000**
E. CPI-U Inflation Percentage equals B plus 1.00:	**1.000000**

COLA Percentage:	3.00%													
Year 1 Hourly Rate:	$ 130.09													
Variable Rate Factor Group 2-7:			1		1		1		1		1		1	

OMC25: The Contractor will provide 100 system enhancement pool hours during the Operations phase per operations year. The cost of these annual 100 system enhancement pool hours are included in the Offeror's fixed price and included in Attachment G Pricing Schedules, Schedule D-Enhancement Pool Hours. The System Enhancement Pool includes personnel cost for all staff supporting the system enhancement effort. Unused system enhancement pool hours for each year of operations may be rolled forward to the next operations year or the number of system enhancement pool hours may be adjusted downward, at the discretion of the State. Any reduction in the number of system enhancement pool hours for operations will require a one month notification by the State, and the cost of the contract will be reduced proportional to the cost of the reduction in system enhancement pool hours eliminated using the rates provided in Attachment G Pricing Schedule, Schedule D-Enhancement Pool Hours. The cost of the contract will be reduced proportional to the cost of the unused hours using the rates provided in Attachment G Pricing Schedules, Schedule D-Enhancement Pool Hours.

Provider Services Schedule E - Resource Hourly Rates

Schedule E - Resource Hourly Rates

Type of resource	Phases	
	DDI and Certification	Operations
ALM Administrator	$ 112.11	$ -
Analyst Level 2	$ 85.96	$ 91.37
Analyst Level 3	$ 111.80	$ 118.83
Analyst Level 4	$ 112.35	$ 119.42
Applications Developer / Software Engineer Level 2	$ 117.32	$ 124.70
Business Testing	$ 76.94	$ -
Certification Director	$ 207.80	$ -
Certification Manager	$ 140.23	$ -
Contact Center Business Analyst	$ 98.02	$ -
Contact Center Manager	$ 114.08	$ 121.41
Contact Center Quality Analyst	$ 76.94	$ 87.04
Contact Center Representative	$ 43.08	$ 49.11
Contact Center Supervisor	$ 63.03	$ 71.24
Contact Center Workstream Lead	$ 180.88	$ -
Contract Manager	$ 224.44	$ 191.39
Delivery Manager	$ 118.09	$ 136.29
EDI Business Analysts	$ 94.70	$ -
EDI Workstream Lead	$ 170.37	$ -
EDI Manager	$ -	$ 181.76
IDD/DEL Director	$ 143.98	$ -
Instructional Designer	$ 99.65	$ -
Program Manager Level 1	$ 165.92	$ 172.89
Program Manager Level 2	$ 193.61	$ 218.98
Program Manager Level 3	$ 278.19	$ -
Manager (Site Visits)	$ -	$ 130.52
Project Manager	$ 184.70	$ 144.49
PSC Instruction Designer	$ 99.65	$ 112.54
PSC Instructional Designer	$ 99.65	$ 104.61
Quality Analyst 1	$ 57.53	$ -
Quality Analyst 2	$ 62.32	$ -
Quality Analyst 3	$ 73.88	$ -
Quality Analyst 4	$ 90.74	$ -
Quality Analyst 5	$ 129.41	$ -
Quality Manager	$ 118.89	$ 139.49
Reporting Business Analyst	$ 103.29	$ -
Reporting Lead	$ 156.37	$ -
Reporting Workstream Lead	$ 176.06	$ -
Quality Analyst	$ -	$ -
Senior Report Analyst	$ 98.63	$ 111.83
Site Visit Auditor	$ 75.38	$ 84.61
Site Visit Manager	$ 115.38	$ -
Technical Writer	$ 73.03	$ -
Trainer	$ 66.09	$ -
Training Project Manager	$ 147.39	$ -

This schedule represents the hourly rates for resources in both the DDI and Certification phases and Operations phases

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Provider Services Schedule A - Cost Summary

Schedule A - Provider Services Core Scope of Work Costs		
Phase	**Cost**	**Instruction**
Provider Services Core Scope of Work DDI		Insert "Total DDI Cost" from Schedule F, Tab F-1
Provider Services Core Scope of Work Operations		Insert "Total Operations Costs" from Schedule F, Tab F-2
Provider Services Core Scope of Work DDI Enhancement Pool Hours		Insert "Total DDI Enhancement Pool Hour Costs" from Schedule F, Tab F-3
Provider Services Core Scope of Work Operations Enhancement Pool Hours		Insert "Total Operations Enhancement Pool Hour Costs" from Schedule F, Tab F-4
All Inclusive Provider Services Core Scope of Work Costs		

Schedule A - Provider Services Option A Scope of Work Costs		
Phase	**Cost**	**Instruction**
Provider Services Option A DDI		Insert "Total DDI Costs" from Schedule G, Tab G-1
Provider Services Option A Operations		Insert "Total Operations Costs" from Schedule G, Tab G-2
Provider Services Option A DDI Enhancement Pool Hours		Insert "Total DDI Enhancement Pool Hour Costs" from Schedule G, Tab G-3
Provider Services Option A Operations Enhancement Pool Hours		Insert "Total Operations Enhancement Pool Hour Costs" from Schedule G, Tab G-4
All Inclusive Provider Services Option A Costs		

Schedule A - Provider Services Option B Scope of Work Costs		
Phase	**Cost**	**Instruction**
Provider Services Option B DDI		Insert "Total DDI Costs" from Schedule H, Tab H-1
Provider Services Option B Operations		Insert "Total Operations Costs" from Schedule H, Tab H-2
Provider Services Option B DDI Enhancement Pool Hours		Insert "Total DDI Enhancement Pool Hour Costs" from Schedule H, Tab H-3
Provider Services Option B Operations Enhancement Pool Hours		Insert "Total Operations Enhancement Pool Hour Costs" from Schedule H, Tab H-4
All Inclusive Provider Services Option B Costs		

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Provider Services Schedule B DDI Payment Milestones by Phase

Schedule B-1: Provider Services Core Scope of Work
Design, Development & Implementation (DDI) Payment Milestone by Phase

Payment Milestone	DDI Phase				
	Development Configuration and Build	User Acceptance Testing and Integration Testing	Implementation and Acceptance	Certification	Total Cost
Provider Enrollment					
Provider Maintenance					
Provider Self-Service Portal					
Total Cost By Phase	$0.00	$0.00	$0.00	$0.00	$0.00
Total Percentage By Phase	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Minimum percent of total DDI cost cannot be less than the following percentages for each phase.**	5%	15%	25%	10%	
Maximum percent of total DDI cost cannot exceed the following percentages for each phase.**	35%	30%	50%	25%	
Grand Total	$0.00				

**** The sum of four phases must equal the grand total (100%). The phase percentage must be greater than or equal to the minimum percentage and less than or equal to the maximum percentage. Example: Total DDI Cost = $1,000,000, the Development Configuration and Build Cost must be between $50,000 and $350,000 ($50,000/$1,000,000= 5% and $350,000/$1,000,000=35%). The sum of four phase percentages must equal 100%. Example: Development Configuration and Build = 25% User Acceptance Testing and Integration Testing = 20% Implementation and Acceptance = 40% Certification = 15%***

Schedule B-2: Provider Services Option A Scope of Work
Design, Development & Implementation (DDI) Payment Milestone by Phase

Payment Milestone	DDI Phase				
	Development Configuration and Build	User Acceptance Testing and Integration Testing	Implementation and Acceptance	Certification	Total Cost
Provider Services Option A					$0.00
Total Cost By Phase	$0.00	$0.00	$0.00	$0.00	$0.00
Total Percentage By Phase	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Minimum percent of total DDI cost cannot be less than the following percentages for each phase.**	5%	15%	25%	10%	
Maximum percent of total DDI cost cannot exceed the following percentages for each phase.**	35%	30%	50%	25%	
GRAND TOTAL	$0.00				

Schedule B-3: Provider Services Option B Scope of Work
Design, Development & Implementation (DDI) Payment Milestone by Phase

Payment Milestone	DDI				
	Development Configuration and Build	User Acceptance Testing and Integration Testing	Implementation and Acceptance	Certification	Total Cost
Provider Services Option B					$0.00
Total Cost By Phase	$0.00	$0.00	$0.00	$0.00	$0.00
Total Percentage By Phase	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Minimum percent of total DDI cost cannot be less than the following percentages for each phase.**	5%	15%	25%	10%	
Maximum percent of total DDI cost cannot exceed the following percentages for each phase.**	35%	30%	50%	25%	
GRAND TOTAL	$0.00				

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Provider Services Schedule C - Cost of Operations

Schedule C - Cost of Operations Core	
Phase	**Cost**
Core Operations Year 1	
Core Operations Year 2	
Core Operations Year 3	
Core Operations Year 4	
Core TOTAL	
Core Operations Optional Year 5	
Core Operations Optional Year 6	
Core Operations Optional Year 7	
Core Operations Optional Year 8	
Core Operations Optional Year 9	
Core TOTAL	
Core GRAND TOTAL	

Operations Year one begins the first day of the month following the implementation of the MPATH Module.

Schedule C - Cost of Operations Option A	
Phase	**Cost**
Option A Operations Year 1	
Option A Operations Year 2	
Option A Operations Year 3	
Option A Operations Year 4	
Option A TOTAL	
Option A Operations Optional Year 5	
Option A Operations Optional Year 6	
Option A Operations Optional Year 7	
Option A Operations Optional Year 8	
Option A Operations Optional Year 9	
Option A TOTAL	
Option A GRAND TOTAL	

Schedule C - Cost of Operations Option B	
Phase	**Cost**
Option B Operations Year 1	
Option B Operations Year 2	
Option B Operations Year 3	
Option B Operations Year 4	

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Schedule C - Cost of Operations Core	
Option B TOTAL	
Option B Operations Optional Year 5	
Option B Operations Optional Year 6	
Option B Operations Optional Year 7	
Option B Operations Optional Year 8	
Option B Operations Optional Year 9	
Option B TOTAL	
Option B GRAND TOTAL	

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Provider Services Schedule D Enhancement Pool Hours

Schedule D - Enhancement Pool Hours Core	
Phase	**Cost**
Core DDI - 1,500 hours	
Total Core DDI	
Core Operations Year 1 - 500 hours	
Core Operations Year 2 - 500 hours	
Core Operations Year 3 - 500 hours	
Core Operations Year 4 - 500 hours	
Core Optional Operations Year 1 - 500 hours	
Core Optional Operations Year 2 - 500 hours	
Core Optional Operations Year 3 - 500 hours	
Core Optional Operations Year 4 - 500 hours	
Core Optional Operations Year 5 - 500 hours	
Total Core Operations	
Core Grand Total	

Operations Year one begins the first day of the month following the implementation of the

Schedule D - Enhancement Pool Hours Option A	
Phase	**Cost**
Option A DDI - 500 hours	
Total Option A DDI	
Option A Operations Year 1 - 100 hours	
Option A Operations Year 2 - 100 hours	
Option A Operations Year 3 - 100 hours	
Option A Operations Year 4 - 100 hours	
Option A Optional Operations Year 1 -100 hours	
Option A Optional Operations Year 2 - 100 hours	
Option A Optional Operations Year 3 - 100 hours	
Option A Optional Operations Year 4 - 100 hours	
Option A Optional Operations Year 5 - 100 hours	
Total Option A Operations	
Option A Grand Total	

Schedule D - Enhancement Pool Hours Option B	
Phase	**Cost**
Option B DDI - 250 hours	
Total Option B DDI	
Option B Operations Year 1 - 100 hours	
Option B Operations Year 2 - 100 hours	
Option B Operations Year 3 - 100 hours	

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Schedule D - Enhancement Pool Hours Core	
Option B Operations Year 4 - 100 hours	
Option B Optional Operations Year 1 - 100 hours	
Option B Optional Operations Year 2 -100 hours	
Option B Optional Operations Year 3 - 100 hours	
Option B Optional Operations Year 4 - 100 hours	
Option B Optional Operations Year 5 - 100 hours	
Total Option B Operations	
Option B Grand Total	

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Attachment F - Requirements Response Matrix

Instructions: This attachment contains a list of all requirements related to the module base scope of work in addition to Option A and B requirements. The Offeror is expected to fill out this document in full for the base scope of work. The Offeror is expected to fill out Option A and/or Option B requirement responses only if the Offeror is intending including Option A and/or Option B in their proposal.

Offerors must use only the values listed below. Each column will have only one value.

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, Hosting, and Security Tested.

Legend
General Status
A - Included in the base release of the proposed solution
B - Requires configuration of the base solution not to exceed 20 FTE hours
C - Is an integrated third party product (COTS), requires no configuration or custom development
D - Is an integrated third party product (COTS), requires configuration
E - Is an integrated third party product (COTS), requires custom development
F - Requires custom development
G - Is not supported by the proposed solution
NA - This is not a functional or technical requirement
Production Status
S1 - This functionality is currently offered, and in use by other customers
S2 - This functionality is currently offered, but not in use by other customers
S3 - This functionality is not currently offered, but will offer for this engagement (1st client)
S4 - This functionality will be sub-contracted and the sub-contractor is clearly identified in the additional information column
S5 - This functionality will be sub-contracted but the sub-contractor has not yet been identified

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Attachment F - Requirements Response Matrix

Instructions: This attachment contains a list of all requirements related to the module base scope of work in addition to Option A and B requirements. The Offeror is expected to fill out this document in full for the base scope of work. The Offeror is expected to fill out Option A and/or Option B requirement responses only if the Offeror is intending including Option A and/or Option B in their proposal.

Offerors must use only the values listed below. Each column will have only one value.

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, Hosting, and Security Tested.

Legend
NA - This is not a functional or technical requirement
Product Type
SaaS - Software as a Service
PaaS - Platform as a Service
COTS - Commercial Off the Shelf
OS - Open Source Solution
CS - Custom Solution
NA - This is not a functional or technical requirement
Hosting
T - Third Party Hosting
V - Vendor On-Premise Hosting
W - SITSD (State Information Technology Services Division)
O - Other
NA - This is not a functional or technical requirement

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Business Rules	BR01	The Contractor shall configure, support and maintain a business rules engine (e.g., add, modify, or remove/retire rules) based on the Service Architecture (SOA).	No		D - Is an integrated third party product (COTS), requires configuration	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Business Rules	BR02	The Business Rules Engine (BRE) shall allow authorized system users including Department resources, the ability to create, configure and maintain rules for business functions in a user-friendly graphical user interface (GUI) that facilitates rules maintenance without coding changes.	No		D - Is an integrated third party product (COTS), requires configuration	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	Per our narrative response, our operational staff is responsible for configuring the rules engines in collaboration with you to meet your business requirements. There is no need for Department staff to administer the BRE. We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Business Rules	BR03	The Contractor shall provide real time access to a Business Rules Catalog, in an electronic format approved by the State, that documents all business rule logic used by the solution.	No		F - Requires custom development	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	Custom effort to export and format the catalog for client review. We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Business Rules	BR04	The Contractor shall update the Business Rules Catalog with all additions or changes.	No		D - Is an integrated third party product (COTS), requires configuration	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Business Rules	BR05	The Contractor's Business Rules Engine shall be integrated into a testing environment that contains production data to allow users to perform "what if testing" and compare the before and after outcomes. The Contractor will provide Department staff and designated project resources, support and access to reports or reporting tools to evaluate the impact analysis.	No		D - Is an integrated third party product (COTS), requires configuration	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Business Rules	BR06	The Contractor's Business Rules Catalog shall include granular check-out and check-in rules and an audit trail of business rules changes.	No		D - Is an integrated third party product (COTS), requires configuration	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Business Rules	BR08	The Business Rules Engine shall allow changes to be made to valid values without impacting production rules engine availability and operations.	No		D - Is an integrated third party product (COTS), requires configuration	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Business Rules	BR09	The Business Rules Engine shall include the ability to debug business rules at rule execution.	No		D - Is an integrated third party product (COTS), requires configuration	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Business Rules	BR10	The Contractor shall provide the ability to allow multiple users to work concurrently on different parts of the same rule base.	No		D - Is an integrated third party product (COTS), requires configuration	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Business Rules	BR11	The Business Rules Engine shall have the ability to rollback to prior versions of rules without impacting production rules engine availability and operations.	No		D - Is an integrated third party product (COTS), requires configuration	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Business Rules	BR12	The Contractor shall provide and maintain a graphical representation of business rule flow(s) and orchestration for all business rules.	No		D - Is an integrated third party product (COTS), requires configuration	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Business Rules	BR13	The Business Rules Engine shall have mechanisms to identify which rules are executed for each specific business process.	No		D - Is an integrated third party product (COTS), requires configuration	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Business Rules	BR14	The Business Rules Engine shall be able to produce a report on rules passed or failed for all transactions.	No		D - Is an integrated third party product (COTS), requires configuration	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Business Rules	BR15	The Business Rules Engine shall send alerts to the appropriate resource for issues identified in the rules engine. The Contractor will take appropriate action to address any alerts or rule failures.	No		D - Is an integrated third party product (COTS), requires configuration	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Business Rules	BR16	The Business Rules Engine rules editor shall allow subject matter experts or technical resources to write natural language business rules (i.e. human readable).	No		E - Is an integrated third party product (COTS), requires custom development	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	V - Vendor On-Premise Hosting	NA - This is not a functional or technical requirement	The business rules engines currently in use do not leverate natural langauge capabilities but do use state of the art tools with which to craft rules meeting DPHHS needs. We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Business Rules	BR17	The Business Rules Engine shall provide the ability to prioritize, sequence, and allow administrators to control processing.	No		D - Is an integrated third party product (COTS), requires configuration	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Business Rules	BR20	Where applicable, the business rules engine shall use standardized business rules definitions.	No		D - Is an integrated third party product (COTS), requires configuration	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Business Rules	BR21	The Contractor's business rules shall execute in a runtime environment.	No		D - Is an integrated third party product (COTS), requires configuration	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Certification	CERT01	The Contractor shall develop a Certification Crosswalk that describes how the Contractor's deliverables and other documentation align with federal certification requirements and MECT milestone reviews.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Certification	CERT02	The Contractor shall complete milestone updates of the CMS Certification Checklists as requested by the State.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Certification	CERT03	The Contractor shall validate the system against the CMS Certification Checklists	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Certification	CERT04	The Contractor shall contribute to the quarterly IV&V certification reports.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Certification	CERT05	The Contractor shall provide staff resources to support MECT milestone review and certification activities including participating in planning activities, meetings and other activities as required by CMS.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Certification	CERT06	The Contractor shall assist the Agency in preparing certification artifacts, evidence and presentation materials, e.g., Requirements/ user stories and/or use cases for functional and non-functional requirements, data, business, capacity/performance, security/privacy/HIPAA compliance, usability, maintainability, interface, 508 compliance, disaster recovery, traceability to test plans or test cases.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Certification	CERT07	The Contractor shall participate and support as needed in CMS certifications of the other modules	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Certification	CERT08	The Contractor shall expeditiously correct, all required remediation activities related to certification findings on a schedule to be approved by CMS and the State.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Certification	CERT09	The Contractor shall use appropriate testing, configuration and change control procedures for all changes made to the solution during the certification process.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Certification	CERT10	The Contractor shall update system, user, and training documentation as necessary to support the certification process and to reflect changes that have been made to the solution during the certification process.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Certification	CERT11	The Contractor shall ensure system CMS Certification through correct design, implementation, documentation and certification support.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Certification	CERT12	The Contractor shall coordinate with the State to develop CMS Certification Checklist documentation for each MECT Checklist requirement.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Certification	CERT14	The Contractor shall populate the certification document repository, as each required item/artifact is completed and approved.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Certification	CERT16	The Contractor shall present at milestone reviews and other certification meetings as directed by the State.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Compliance	CMP01	The Contractor shall, upon request by the State or at the end of the contract, transfer or destroy all documentation in the custody of the Contractor. The Contractor shall provide the transferred records and data in a format agreed upon by the State.	No		F - Requires custom development	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Compliance	CMP03	The Contractor shall notify the State in writing within five (5) business days following initial detection of suspected fraud or abuse and provide supporting documentation.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Compliance	CMP04	The Contractor's solution shall have full integration of the MITA initiative with business, architecture and data required to support the State's healthcare programs.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Compliance	CMP05	The Contractor shall adhere to data retention requirements cited in 45 CFR 164.316 and Administrative Rule 37.85.414. The Department may require a longer retention period on an exception basis to support ongoing business needs (e.g., TPL recovery and drug rebate).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Compliance	CMP06	The Contractor shall have written policies governing access to, and duplication and dissemination of all individual or entity information.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Compliance	CMP07	The Contractor shall comply with all sections of the Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act and ensure user interface standards account for the various forms of colorblindness.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Compliance	CMP08	The Contractor and its services, work products and final deliverables provided by the Contractor applicable to the services described in the scope of work shall be knowledgeable of and in compliance with pertinent State and Federal Statutes, CIO Promulgated Rules, State IT policies, rules, and standards for required system hardware, software and development tools and processes, and operational procedures when completed and accepted by the Department. The Contractor shall also be aware of upcoming changes to existing rules and regulations as well as new rules and regulations that may impact the scope of work.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Compliance	CMP09	The Contractor shall adhere to recognized best practices during the execution of the scope of work including the latest version of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800 series related to cyber security.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Compliance	CMP10	The Contractor shall be knowledgeable of and support the Department to maintain compliance with the "to be" vision of MITA 3.0 Standards and Conditions-MITA Condition or the latest MITA version that requires states to align to and advance in MITA maturity for business, architecture and data.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Compliance	CMP11	The Contractor shall be knowledgeable of and support the Department to maintain compliance with the "to be" vision of MITA 3.0 Standards and Conditions - Industry Standards Condition or the latest MITA version that requires states to align to and advance in MITA maturity for business, architecture and data. The Contractor shall ensure alignment with, and incorporation of, industry standards, HIPAA, privacy and transaction standards; accessibility standards, and standards that provide greater accessibility for individuals with disabilities and standards under the Affordable Care Act.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Compliance	CMP12	The Contractor shall be knowledgeable of and support the Department to maintain compliance with the "to be" vision of MITA 3.0 Standards and Conditions - Leverage Condition or the latest MITA version that requires states to align to and advance in MITA maturity for business, architecture and data. The Contractor shall promote sharing, leveraging, and reuse of healthcare technologies and systems within and among states.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Compliance	CMP13	The Contractor shall be knowledgeable of and support the Department to maintain compliance with the "to be" vision of MITA 3.0 Standards and Conditions -Business Results Condition or the latest MITA version that requires states to align to and advance in MITA maturity for business, architecture and data. The Contractor shall support effective communications with providers and the public.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Compliance	CMP15	The Contractor shall be knowledgeable of and support the Department to maintain compliance with the "to be" vision of MITA 3.0-Standards and Conditions- Interoperability Condition or the latest MITA version that requires states to align to and advance in MITA maturity for business, architecture and data. The Contractor's solution shall ensure seamless coordination and integration with components, other systems and allow interoperability with health information exchanges, public health agencies, human services programs, and community organizations providing outreach and enrollment assistance services and federal data sources.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	Our response to this requirement applies to all but the "…interoperability with health information exchanges, public health agencies…" as information exchanges with these entities will be driven through the MPATH integration layer.
Compliance	CMP16	The Contractor shall be knowledgeable of and support the Department to maintain compliance with the "to be" vision of MITA 3.0-Standards and Conditions- Modularity Standard or the latest MITA version that requires states to align to and advance in MITA maturity for business, architecture and data. The Contractor's solution shall use a modular, flexible approach to systems development, including the use of open interfaces and exposed Application Programming Interfaces (API); the separation of standardized business rule definitions from core programming; and the availability of standardized business rule definitions in both human and machine-readable formats.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Compliance	CMP17	The Contractor must provide the Department with compliance assurances for the Contractor scope of work.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Compliance	CMP18	The Contractor shall be fully compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Public Law 104-1919) and Administrative Simplification (Subset of Title II) requirements in effect as of the date of release for the RFP and with any changes that subsequently occur, unless otherwise noted.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Compliance	CMP19	The Contractor shall enter into a Business Associate Agreement (BAA) prior to the initiation of work. The Contractor and the Department acknowledge and agree that the Business Associate Agreement is subject to HIPAA, and the HIPAA implementation regulations thereunder, and the Health Information Technology for Economic and Clinical Health Act (HITECH), and the HITECH implementation regulations thereunder. Under the Agreement, both parties are responsible for security and privacy compliance and must take advantage of the appropriate security capabilities and measures and adequate data validation, as well as have appropriate policies and procedures in place to minimize or prevent unlawful access by any person who may have access to the entire database.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Compliance	CMP20	The Contractor shall ensure all information not specifically identified as Protected Health Information (PHI) or Personally Identifiable Information (PII) as defined under HIPAA and/or HITECH is treated as privileged communications, held confidential, and must meet the terms and conditions specified in the RFP, BAA and Contract.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Compliance	CMP21	The Contractor shall ensure that except as provided by law, no information in the possession of the Contractor about any individual shall be disclosed without prior written consent.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Compliance	CMP22	The Contractor shall follow all applicable technical standards for site and system security policies and procedures to protect the Department's healthcare data and information systems.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Compliance	CMP23	The Contractor's data management approach and operational policies shall meet HIPAA, HITECH, ARRA and other federal and State privacy and security requirements.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Compliance	CMP24	The Contractor's solution shall be compatible with multiple standard browsers in accordance to the State's IT Standards which can be found in the Procurement Library. The solution shall allow access from standard browsers without requiring specialized plug-ins or applets to function.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.

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All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Compliance	CMP25	The Contractor shall retain, all original paper documents for fifteen (15) calendar days from the date the documents are received and have been scanned, indexed, stored in the ECM and meet verification process standards. Original documents may be destroyed once indexed and stored in the ECM and the retention period is met in accordance with State and Federal guidelines.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S4 - This functionality will be sub-contracted and the sub-contractor is clearly identified in the additional information column	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	Subcontractor is SourceHOV We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Compliance	CMP26	The Contractor shall maintain an auditing system and employ accounting/auditing procedures and practices that conform to GAAP and GAAS. All charges applicable to the contract shall be readily ascertainable from such records.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	COTS - Commercial Off the Shelf	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Compliance	CMP27	The Contractor will ensure that all technologies implemented are in compliance with any End User Licensing Agreements or other licensing arrangements.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	NA - This is not a functional or technical requirement	
Compliance	CMP29	The Contractor shall comply with Affordable Care Act Section 1104 Administrative Simplification, and Section 1561 Health IT Enrollment Standards and Protocols.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	**1104 details; all apply to Option A** Phase I: 270/271 Phase II: 276/277 Phase III: 835, EFT Phase IV (not accepted): 278, 820, 834, 837 Section 1561 Health IT Enrollment Standards and Protocols only applies to member/beneficiary enrollment, instead of provider. We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Compliance	CMP30	The Contractor's solution shall ensure that all data necessary for legal requirements is retained.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Compliance	CMP32	The Contractor shall provide a mechanism to purge source documents in accordance with HIPAA security provisions and State requirements.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Correspondence Management	COR01	The Correspondence Management Solution must be able to generate correspondence (e.g., scheduled and ad-hoc correspondence and bulletins) using standard letters or forms, letter templates, and free-form letters.	No		D - Is an integrated third party product (COTS), requires configuration	S2 - This functionality is currently offered, but not in use by other customers	COTS - Commercial Off the Shelf	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Correspondence Management	COR02	The Contractor shall configure, support and maintain a correspondence engine to generate correspondence and coordinate the print and distribution through a State approved print and mail service.	No		D - Is an integrated third party product (COTS), requires configuration	S2 - This functionality is currently offered, but not in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Correspondence Management	COR03	The Contractor's solution shall utilize industry standard barcode technology that is approved by the Department.	No		D - Is an integrated third party product (COTS), requires configuration	S2 - This functionality is currently offered, but not in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Correspondence Management	COR04	The Contractor shall utilize letter, notification and other templates for correspondence that are approved by the Department.	No		D - Is an integrated third party product (COTS), requires configuration	S2 - This functionality is currently offered, but not in use by other customers	COTS - Commercial Off the Shelf	V - Vendor On-Premise Hosting	NA - This is not a functional or technical requirement	
Correspondence Management	COR06	The Contractor's solution shall send documents and the necessary indexing metadata to the modular integration platform for storage of documents in the enterprise content management solution (ECM).	No		D - Is an integrated third party product (COTS), requires configuration	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Correspondence Management	COR07	The Contractor's solution shall store all sent or received documents in the ECM.	No		D - Is an integrated third party product (COTS), requires configuration	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Correspondence Management	COR08	The Contractor's Correspondence Management Solution must be able to integrate variable data to maximize efficiency.	No		D - Is an integrated third party product (COTS), requires configuration	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Correspondence Management	COR10	The Contractor shall generate applicable notices to members, providers, and other entities (e.g., enrollment/disenrollment notices, requests for information, and program information).	No		D - Is an integrated third party product (COTS), requires configuration	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Correspondence Management	COR12	The Contractor's solution shall produce notices to applicants of the approval, rejection, and pending status of their provider enrollment.	No		D - Is an integrated third party product (COTS), requires configuration	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Correspondence Management	COR13	The Contractor's solution shall provide the ability to create materials at between a sixth and eighth grade reading level and for a culturally diverse population.	No		D - Is an integrated third party product (COTS), requires configuration	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Correspondence Management	COR15	The Contractor's solution shall support official approval and denial notifications to the provider. The notification will support consolidated communication for multiple taxonomies in the case of split approval and denial of provider enrollment service determinations.	No		D - Is an integrated third party product (COTS), requires configuration	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Customer Relationship Management	CRM01	The Contractor's solution shall provide the capability to automatically alert external entities (e.g., managed care companies and financial management companies for self-directed care) and other Agency users about their providers' enrollment status and enrollment status changes.	Yes	Option B Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S2 - This functionality is currently offered, but not in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Customer Relationship Management	CRM02	The Contractor shall provide a voice messaging system for after hours callers indicating the hours of operation and provide options for leaving messages.	Yes	Option B Provider Services	A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Customer Relationship Management	CRM03	The Contractor shall establish and maintain a toll-free telephone number for the call center.	Yes	Option B Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Customer Relationship Management	CRM04	The Contractor shall use Computer Telephone Integration (CTI) to provide personalized routing and work-object handling based upon identifiers received from the caller regarding language, inquiry area, and ability to produce reports on both electronic and voice transactions.	Yes	Option B Provider Services	F - Requires custom development	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Customer Relationship Management	CRM05	The Contractor shall provide, configure and maintain an automated call and contact tracking system (CRM tool) for all calls and correspondence received.	Yes	Option B Provider Services	A - Included in the base release of the proposed solution	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	T - Third Party Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Key components of this requirement are delivered by our Salesforce CRM which operates in a FedRamp compliant environment
Customer Relationship Management	CRM06	The CRM tool must log and track information for each call that includes at a minimum the following elements: a. time of call b.date of call c. identifying information on caller d. representative ID e. call type f. call category g. inquiry description h. ticket status i. response description j. call reference number	Yes	Option B Provider Services	A - Included in the base release of the proposed solution	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	T - Third Party Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Key components of this requirement are delivered by our Salesforce CRM which operates in a FedRamp compliant environment
Customer Relationship Management	CRM07	The Contractor's CRM tool shall have the ability to link the CRM record and the workflow tool to automatically route appropriate tickets to the State for review.	Yes	Option B Provider Services	A - Included in the base release of the proposed solution	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	T - Third Party Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Key components of this requirement are delivered by our Salesforce CRM which operates in a FedRamp compliant environment
Customer Relationship Management	CRM08	The Contractor's CRM tool shall have the ability to link related CRM tickets.	Yes	Option B Provider Services	A - Included in the base release of the proposed solution	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	T - Third Party Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Key components of this requirement are delivered by our Salesforce CRM which operates in a FedRamp compliant environment
Customer Relationship Management	CRM09	The Contractor's CRM tool shall have the ability to include a free form text field for each CRM ticket for comments and/or resolution.	Yes	Option B Provider Services	A - Included in the base release of the proposed solution	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	T - Third Party Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Key components of this requirement are delivered by our Salesforce CRM which operates in a FedRamp compliant environment
Customer Relationship Management	CRM10	The Contractor's CRM tool shall have the ability to provide for online display, inquiry, and updating of call records with access, including, but not limited to, call type, API or NPI number, inquirer's name, representatives ID or name, provider name, or a combination of these data elements.	Yes	Option B Provider Services	A - Included in the base release of the proposed solution	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	T - Third Party Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Key components of this requirement are delivered by our Salesforce CRM which operates in a FedRamp compliant environment
Customer Relationship Management	CRM11	The Contractor's CRM tool shall have the ability to provide State resources or designated resources local and remote access to the CRM system.	Yes	Option B Provider Services	A - Included in the base release of the proposed solution	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	T - Third Party Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Key components of this requirement are delivered by our Salesforce CRM which operates in a FedRamp compliant environment
Customer Relationship Management	CRM12	The Contractor's CRM tool shall have the ability to utilize CTI to auto-populate CRM screens with caller's basic information and access to contact history.	Yes	Option B Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	T - Third Party Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Key components of this requirement are delivered by our Salesforce CRM which operates in a FedRamp compliant environment

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Customer Relationship Management	CRM13	The Contractor's CRM tool shall have the ability to navigate from or between CRM screens to other data relevant to the call within the Provider Services module allowing multiple screens to display at one time.	Yes	Option B Provider Services	A - Included in the base release of the proposed solution	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	T - Third Party Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Key components of this requirement are delivered by our Salesforce CRM which operates in a FedRamp compliant environment
Customer Relationship Management	CRM14	The Contractor's CRM tool shall have the ability to store the caller's preferred method of communication, including need for deaf or foreign language interpretation.	Yes	Option B Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	T - Third Party Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Key components of this requirement are delivered by our Salesforce CRM which operates in a FedRamp compliant environment
Customer Relationship Management	CRM15	The Contractor's CRM tool shall allow users to view related correspondence records from a single correspondence record.	Yes	Option B Provider Services	A - Included in the base release of the proposed solution	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	T - Third Party Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Key components of this requirement are delivered by our Salesforce CRM which operates in a FedRamp compliant environment
Customer Relationship Management	CRM16	The Contractor's CRM tool shall have the ability to upload or associate attachments to correspondence records.	Yes	Option B Provider Services	A - Included in the base release of the proposed solution	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	T - Third Party Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Key components of this requirement are delivered by our Salesforce CRM which operates in a FedRamp compliant environment
Customer Relationship Management	CRM17	The Contractor's CRM tool shall have the ability to present the contacts authorized to perform business functions with the State's healthcare programs on behalf of the provider or entity.	Yes	Option B Provider Services	A - Included in the base release of the proposed solution	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	T - Third Party Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Key components of this requirement are delivered by our Salesforce CRM which operates in a FedRamp compliant environment
Customer Relationship Management	CRM18	The Contractor's CRM tool shall have the ability to accommodate searches on call center records by characteristics such as call type, category, CRM number, name of provider, provider number, contact name, other entity names, service authorization number, category of service, user ID, and any combinations thereof.	Yes	Option B Provider Services	A - Included in the base release of the proposed solution	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	T - Third Party Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Key components of this requirement are delivered by our Salesforce CRM which operates in a FedRamp compliant environment
Data Conversion, Cleansing and Migration	DC01	The Contractor shall convert all member and provider data history for any member or provider that has been active within the past three years and three (3) years of all applicable operational data from the State's legacy systems. The Department may require additional data to be converted on an exception basis to support ongoing business needs (e.g., TPL recovery, SURS recovery and drug rebate). The Contractor shall produce comparative reports for all converted data. Any data quality issues will be addressed by the State within each source system	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	Member data is out of scope for this data conversion effort We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Conversion, Cleansing and Migration	DC02	The Contractor shall provide authorized Department or other designated staff access to an environment to validate converted data and provide support for the data validation effort.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S2 - This functionality is currently offered, but not in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Conversion, Cleansing and Migration	DC03	The Contractor shall work with the State to identify the data elements that will be converted into the Contractor's solution. For legacy data elements that cannot be converted into the Contractor's solution, the Contractor shall work with the State to achieve desired business outcomes using the data elements in the Contractor's solution.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Conversion, Cleansing and Migration	DC04	The Contractor shall work with the State to identify data elements or fields in the Contractor's solution that are not available to be converted from the legacy system, and whether the conversion programs should fill them with default or initial values.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Conversion, Cleansing and Migration	DC05	The Contractor must perform one or more trial conversions as necessary, before final conversion of the data, and present the results to the State.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Conversion, Cleansing and Migration	DC06	The Contractor shall produce the reports necessary to demonstrate adequate checks and balances within the data conversion process.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Conversion, Cleansing and Migration	DC08	The Contractor shall convert electronic documents identified by the Department in a format approved by the Department.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Conversion, Cleansing and Migration	DC09	The Contractor shall provide convenient access to electronic documents from systems being replaced.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Design, Configuration and Build	DCB01	The Contractor's solution shall accommodate customer preferences for communications by electronic inbox, written correspondence, email, text, and phone.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Design, Configuration and Build	DCB02	The Contractor shall develop and submit a design session schedule, agendas, and minutes for review by the Department.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Design, Configuration and Build	DCB03	The Contractor shall conduct collaborative design sessions to address all gaps identified during requirements validation.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Design, Configuration and Build	DCB04	The Contractor shall, in the design sessions, recommend solutions for each configuration gap, as defined in requirements validation, that will produce the desired business outcomes. If a gap cannot be addressed via configuration, the Department may consider making policy changes before approving customizations to the solution.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	

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All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Design, Configuration and Build	DCB05	The Contractor shall demonstrate completed functionality frequently as the solution is configured/built, using a fully functioning environment.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Design, Configuration and Build	DCB06	The Contractor shall migrate completed releases promptly through various testing levels all the way to User Acceptance Testing (UAT).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Design, Configuration and Build	DCB07	The Contractor shall provide the design for online help approach and documentation, as appropriate.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Design, Configuration and Build	DCB08	The Contractor shall work with the Systems Integrator and the Department to establish required interfaces as defined in the detailed scope of work.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Design, Configuration and Build	DCB09	The Contractor shall provide office space for Contractor staff and meeting rooms as necessary to support the scope of work and contractual obligations.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Design, Configuration and Build	DCB11	The Contractor shall develop auditing and general controls to ensure the effective use of the technical architecture and data in meeting requirements.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Design, Configuration and Build	DCB12	The Contractor must provide all technology and equipment for contractor staff necessary to support and complete the scope of work and the contractual obligations.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Design, Configuration and Build	DCB13	The Contractor shall be responsible for operating and maintaining any software needed to support all module components and project tools in use by the Contractor.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Design, Configuration and Build	DCB14	The Contractor's solution shall have the ability to print a properly formatted representation of the entire screen (including sections not displayed without scrolling) and associated data in the application.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Design, Configuration and Build	DCB15	The Contractor shall provide recommendations for simplified business rules and business processes to the Department.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Design, Configuration and Build	DCB18	The Contractor shall configure, support and maintain all components of the solution in a manner that reflects performance expectations described in this RFP.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Design, Configuration and Build	DCB19	The Contractor's solution shall be free of any software components that are the result of legacy code transformation.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Design, Configuration and Build	DCB20	The Contractor's solution shall provide Web based content that is supported by standard web browsers and are mobile and tablet compatible.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Design, Configuration and Build	DCB21	The Contractor's solution shall allow the Department to edit and change any static text in the application and correspondence templates. All static text must be approved by the Department.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S2 - This functionality is currently offered, but not in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM04	The Contractor's solution shall maintain record/audit trail of errors during update processes, accounting for originating source and user.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM108	The Contractor's solution shall provide a configurable workflow process for resolving near matches for providers that can link, void or end date extraneous records (i.e., duplicate provider records).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM09	The Contractor's solution shall provide audit trails to allow information on all transactions to be traced from receipt of the transaction through the completion of the transaction, capture at a minimum date/timestamp, data source, worker id, action taken and log any errors encountered for reporting.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM10	The Contractor shall ensure that all narrative descriptions of codes and abbreviations are available for reporting.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM11	The Contractor shall develop and maintain an electronic data dictionary using industry best practices to be approved by the Department. At a minimum, the data dictionary shall contain for each field: field name in human readable format, field description, database field name, database table, field type and length, valid values and their corresponding descriptions.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S2 - This functionality is currently offered, but not in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM13	The Contractor shall be able to demonstrate the ability to support requirements for backup and archiving consistent with Department SLAs and CMS, State, and industry standards. The Contractor shall also adhere to data retention requirements cited in 45 CFR 164.316 and the State's Administrative Rules.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.

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Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Data Management	DM14	The Contractor's solution shall maintain an audit trail of all changes to data, including changes that were made in error and subsequently backed out of or suspended.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM115	The Contractor's solution shall collect, store, and maintain the data necessary for T-MSIS reporting as required by CMS.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	v - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM15	For audit and reporting purposes, the system shall provide and maintain the following data for all reference codes: a. Effective date b. End date c. Date when last changed d. Who made last change e. Short description f. Long description	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM116	The Contractor's solution shall capture and maintain the provider related data items needed to support Payment Error Measurement (PERM) processing.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM117	The Contractor's solution shall retain in the module, after implementation, seven (7) years of electronically imaged documents and data. After seven (7) years, the data will be purged (deleted) from that module. All active records (active providers, active members, active cases, etc.) and 100% of all history for any entity or case that has been active within the last seven years will be retained. Any entity and/or case that has been continuously inactive for the last seven years will not be retained, will be purged, and will no longer be accessible by users in that module.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM17	The Contractor's solution shall provide the ability to store and apply updates to all applicable codes upon new release at an interval appropriate for the data or when requested by the Department.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM18	The Contractor's solution shall perform batch control including logging and reporting.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM19	The Contractor's solution shall archive all versions of reference information and update transactions.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM20	The Contractor's solution shall have the ability to void or reverse recent changes by rolling back to prior configurations.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM21	The Contractor's data management strategy shall include the following concepts: 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).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM22	The Contractor's solution shall provide entity search capability including the ability to search by entity type, entity name, entity address elements, entity phone number(s), unique identifier for entity type, any alternate identifiers including EIN, SSN, TIN and other demographic elements.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM23	The Contractor shall provide real-time access to transactional data for all module components	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM24	The Contractor shall ensure complete transparency of all data fields in reports generated by the system including: providing the Department with SQL, pseudo code, narrative description, analytic protocols and assumptions to document the logic and formulas used in all calculations.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM25	The Contractor shall create and maintain a suite of State/Contractor-defined on-line reports to allow users to choose from pre-built defined parameters (such as provider number, procedure code, date of service, etc.) to generate customized reports for monitoring the daily operations of the system and Fiscal Agent Operations.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM26	The Contractor shall certify that any and all unmasked or unscrambled Department data will reside in data centers located in the continental United States. Additionally, this data will only be accessible by resources within the continental United States that have completed the necessary HIPAA and PHI training. Any data that will be accessed by resources that are not physically located in the United States will be masked or scrambled (which would make it impossible to establish a connection between claims data and a specific member or provider associated with the claim) thereby removing the HIPAA and PHI connection between interested parties and the claim data.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM31	The Contractor's solution shall be configured and maintained to validate and standardize addresses according to United States Postal Service (USPS) verification, validation and standardization rules.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM37	The Contractor's solution shall facilitate real-time data processing including data cleansing, data loading, data brokerage, integration, validation, reconciliation, and synchronization with the State's enterprise.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM38	The Contractor's solution shall optimize and consolidate data management storage.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Data Management	DM39	The Contractor's solution shall maintain all data sets defined by the HIPAA Implementation Guides to support storage of all transactions required under HIPAA Administrative Simplification Rule (e.g., Gender, Reason Code) for seven (7) years.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM40	The Contractor's solution shall maintain a normalized RDBMS with referential integrity and is optimized to meet performance requirements.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM41	The Contractor's solution shall provide a method to access, query, and report against archived data external to the Operational Data Store (ODS).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM43	The Contractor shall demonstrate through data analysis that the implementation outcomes have been validated and are accurate.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Data Management	DM45	The Contractor's solution shall maintain a history of provider information (i.e., full audit history or equivalent capabilities). All transactions, including the execution of database scripts, need to be recorded in the full audit history.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM46	The Contractor shall develop and maintain a process to archive and access archived data (including legacy MMIS component data).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM47	The Contractor shall participate in ongoing data governance meetings as required by the Department.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Data Management	DM51	The Contractor's solution shall provide the ability to modify transactions in real-time.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM52	The Contractor's solution must have the flexibility to quickly accept new and incremental data items from module components required by the ongoing component, product or service integration.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM53	The Contractor's solution shall provide an address type, effective dates, and the ability to select the type of address for provider mailings.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM54	While the Department prefers real-time/event driven process, the Contractor shall provide a tool to easily administer and execute scheduled events (e.g. reports, file transfers, processes, notifications) to be performed on a regular basis (e.g. daily. weekly, monthly).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM55	The Contractor shall provide a conceptual data model (CDM) that identifies the data elements required for an end-to-end business process execution including the identification of data standards that will reduce future rework to achieve successful data sharing across the enterprise and for intrastate/interstate exchanges. The CDM is required to be used as a reference to provide high-level overview of the data and relationships used by the enterprise and to provide a tool for ensuring the completeness of the business model.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Data Management	DM57	The Contractor shall standardize the structure and visibility of data and applications to support automated electronic data exchanges within the State's enterprise to promote interoperability.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM58	The Contractor's solution shall maintain online access to at least four (4) years of selected management reports and five (5) years of annual reports.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM60	The Contractor shall be responsible for data management including ensuring the architecture addresses data semantics, data harmonization, and shared-data ownership.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Data Management	DM62	The Contractor's solution will ensure current and historical provider IDs are linked back to one universal/common identifier.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM63	The Contractor's solution shall assign standardized unique internal identifiers for entities and prevent the creation of duplicate records.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM64	The Contractor shall be responsible for backup and retention of data to include: 1. Daily incremental backups with retention of sixty-one (61) days. 2. Weekly incremental backups with retention of twelve (12) weeks. 3. Monthly full backups with retention of eighteen (18) months. 4. Annual full backups with retention of seven (7) years.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Data Management	DM69	The Contractor's solution shall maintain online access to all reference tables with an option to search and display by reference data type and code.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM70	The Contractor's solution shall maintain user controlled parameters for all standards and messages.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM71	The Contractor's solution shall verify that all dates are valid and reasonable.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM72	The Contractor's solution shall provide proper data validation rules (e.g., all fields defined as alphabetic contain only alphabetic data, fields defined as numeric contain only numeric data, items with definitive upper and/or lower bounds are within the proper range).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM73	The Contractor's solution shall capture and maintain the data items needed for State or Federal reporting requirements.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM74	The Contractor's solution shall validate calculated data items.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM75	The Contractor's solution shall validate, and/or verify that all data items that contain self-checking digits (e.g., National Provider Identifier) passes a specified check-digit test.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Data Management	DM79	The Contractor's solution shall support the Extract, Transform and Load (ETL) processes from real-time web services or batch processes.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Documentation	DOC01	The Contractor shall develop, execute, maintain and deliver for the State's approval, a System Security Plan (SSP) that will document the current level of security controls within the module scope of work that protects the confidentiality, integrity and availability (CIA) of the solution and its information. This is a living document and will be updated no less than annually and when new vulnerabilities are identified and mitigated and when additional functionality and/or components are implemented. The System Security Plan must be approved before any State data is transferred or entered into the solution. The State must approve all revisions of the System Security Plan. If the Contractor's solution is hosted by the State, the State will provide supporting information to the Contractor to complete the SSP. The SSP must address the following topics: •Adherence to the State's requirements outlined in the "Security and Privacy Controls Requirements" document, included in the Procurement Library; •Compliance with the Centers for Medicare and Medicaid Services (CMS) Acceptable Risk Safeguards (ARS) to assess CIA and NIST SP 800-53 Rev 4 at a "moderate" control level; •Data center physical security. •Network segmentation, access controls, and forensics; •Perimeter security; •Application security and data sensitivity classification, including Protected Health Information (PHI) and Personally Identifiable Information (PII); •End-point protections such as multiple redundant firewalls and host-based intrusion detection systems; •Identification and prevention of the use of prohibited functions, ports, protocols, and services; •Network, firewall, server and other security-related configurations and changes; •Intrusion detection and prevention;	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Documentation	DOC02	The Contractor shall develop and maintain a Certification Plan that defines the contractor's approach to CMS certification. It must describe the processes and procedures that will be used to manage Certification requirements. The Certification Plan must comply with the most current MECT process to ensure the system will meet all certification requirements.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Documentation	DOC03	The Contractor shall develop, submit, and maintain a Data Management, Conversion and Migration Plan to include the following: a. A data management strategy that will support integration, optimization, quality, stewardship, standards, and governance of data. b. description of appropriate skill sets, processes, technologies/tools, and any naming conventions followed. c. Approach to conversion, cleansing and migration. d. Approach to risk management for data conversion effort. e. Approach for testing migration or converted data; f. Approach to reporting the number of records successfully converted vs. errors or exceptions. g. Approach for cleansing data to prepare it for loading to the proposed solution that is refined as necessary. h. Approach to resolving data conversion errors and issues. i. Approach for supporting the Department validation of converted data. j. Tasks, timelines, and responsible parties for all conversion and migration tasks. k. Entrance and exit criteria for each phase of the effort.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Documentation	DOC04	Prior to beginning design and configuration/build activities, the Contractor must develop and submit to the State an Application Configuration and Maintenance Plan that describes the Contractor's approach to applications configuration and enhancements including: a. Approach to conducting design sessions or walkthroughs. b. Approach to conducting sprints or iterations. c. Configuration management. d. Schedule of major and minor releases. e. Tasks, timelines, and responsible parties for design and configure/build tasks. f. Approach to system enhancements g. Programming and coding standards The plan must be maintained through the system implementation. Revisions must be approved by the State.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Documentation	DOC07	The Contractor shall provide during the initiation phase of the project and maintained throughout the project, user documentation. The State requires User Documentation for use by a novice business user to understand the automated system or application from a business function perspective. The Contractor shall provide comprehensive, well-organized user documentation. The Contractor's User Documentation shall include at a minimum: •Written in a procedural step-by-step format. (Instructions for sequential functions must follow the flow of actual activity). •Manuals that helps users understand the purpose and operation of the module/module component(s) for each business process/major program/functional area. •Acronyms used in user instructions must be identified and must be consistent with windows, screens, reports, and the data element dictionary. •Cover system navigation, online help, and policies and procedures. •The documentation must be available on-line and provide an on-line search capability with context-sensitive help. •Provide the ability to produce a PDF version upon request •Use version control to retain historical versions of documentation and revisions must be clearly identified. •User documentation must be written and organized so that novice users can learn from reading the documentation how to access the on-line windows/screens, read reports, and perform all other user functions. •User manuals must contain a table of contents and an index. •Definitions of codes used in various Sections of a user manual must be consistent. •Descriptions of error messages for all fields incurring edits must be presented and the necessary steps to correct such errors must be provided. •Abbreviations must be consistent throughout the documentation.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Documentation	DOC08	The Contractor shall develop and maintain annually, a Business Continuity and Disaster Recovery Plan that must be in place before any Department data is transferred or entered into the solution. The Plan must contain procedures for data backup, restoration, and emergency mode operations in the event of: a. Hardware or Software Failures; b. Human Error; c. Natural Disaster; and/or d. Other unforeseeable emergencies. The Business Continuity and Disaster Recovery Plan must be approved by the Department.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Documentation	DOC09	The Contractor's Business Continuity portion of the plan must include the following: a. Identification of the core business processes involved in the production solution. For each core business process include: 1) Identification of potential failures for the process; 2) Risk analysis; 3) Impact analysis; and 4) Definition of minimum acceptable levels of service/output. b. Definition of triggers for activating contingency plans. c. Procedures for activating any special teams for business continuity. d. A plan for recovery of business functions, units, processes, human resources, and technology infrastructure. e. Communication protocols and process for restoring operations in a timely manner.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Documentation	DOC10	The Contractor's Disaster Recovery portion of the plan must address, at a minimum: a. Retention and storage of backup files and software; b. Hardware backup for critical solution components; c. Facility backup; d. Backup for any telecommunications links and networks; e. Backup procedures and support to accommodate the loss of any online communications; f. A detailed file backup plan, procedures, and schedules, including rotation to an off-site storage facility. g. The off-site storage facility must provide security of the data stored there, including protections against unauthorized access or disclosure of the information, fire, sabotage, and environmental considerations. h. An enumeration of the prioritized order of restoration for Contractor's proposed solution. i. Provide a short-term uninterruptible power supply to facilitate an orderly shutdown of the information system in the event of a primary power source loss.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Documentation	DOC11	The Contractor shall update all project documentation (e.g., system design documentation, user and training documentation) as necessary throughout all phases of the project.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Documentation	DOC12	The Contractor shall provide and maintain an Operations, Maintenance and Configuration Plan for the Department's approval that describes post-implementation processes for areas such as: a. Architecture/hosting operations. b. Monitoring daily operations performance. c. Performing routine maintenance. d. Maintaining user documentation. e. Online help approach and documentation, as appropriate. f. Configuration and change management. g. Approach to enhancements and other new requirements. h. Maintaining system documentation. i. Maintaining training documentation. j. Archiving requirements. k. Tasks, timelines, and responsible parties for design and configure/build tasks. l. Reporting status against relevant Service Level Agreements (SLAs) m. Schedule of major and minor releases. The Department must review and approve all revisions of the Operations, Maintenance and Configuration Plan.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	

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All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Documentation	DOC13	The Contractor shall develop a Module Implementation Plan in conjunction with the State that describes, at a minimum: a. The rollout approach, including phased implementation, if necessary. b. Overall integration approach c. Approach to continuous integration of other modules or data from other data providing entities. d. The proposed implementation schedule. e. The rollback strategy. f. Communication and Contractor support procedures. g. Contractor and State roles and responsibilities. h. Operational Readiness Checklist(s) that defines, in advance, the go/no-go decision, and all aspects of Contractor, solution, and State readiness. i. All critical tasks that are required for cutover. j. Post cutover monitoring. k. The onsite and offsite user support provided by the Contractor and State during the initial solution implementation. l. Solution acceptance procedures. m. Tools and processes to ensure overall quality. n. Describe post implementation production deployment process and activities.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Documentation	DOC14	The State defines System Design Document (SDD) as documentation that describes how the functional and nonfunctional requirements recorded in the Requirements Response Matrix transform into more technical system design specifications from which the system is configured and built. The SDD documents the high-level system design and the low-level detailed design specifications. The SDD describes design goals and considerations, provides a high-level overview of the system architecture, and describes the data design associated with the system, as well as the human-machine interface and operational scenarios. The high-level system design is further decomposed into low-level detailed design specifications for each system component, including hardware, internal communications, software, system integrity controls, and external interfaces. The SDD documents and tracks the necessary information required to effectively define architecture and system design in order to give the development team guidance on the architecture of the system to be developed. Design documents are incrementally and iteratively updated during the system development life cycle and includes proprietary contractor material (this excludes proprietary information related to COTS products). Its intended audience is the project manager, project team, and development team. The Contractor shall provide and maintain system design documentation that includes at a minimum: •A description of each component, their purpose, including basic functions and the business areas supported •User stories/use cases •User interface design •Physical database design •A module system diagram, including all components, identifying all business process diagrams, data flows, systems functions, and their associated data storage •Configurations •Job streams within each module, identifying programs, inputs and outputs, control, job stream flow, operating procedures, and error and recovery procedures. •A network schematic showing all network components and technical security control •Listing of the edits and audits applied to each input item and the corresponding error messages.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	Per CMS MECT Appendix B Required Artifacts List, this is not necessary for COTS products. Interface design documents, including APIs, is required over the SDD. Due to the SaaS nature of the solution, the majority of the requirement is proprietary and confidential. See narrative in section 3.10.7 Project Deliverables and Documentation.
Documentation	DOC15	The Contractor shall develop and maintain a Communication Plan. The purpose of the Communication Plan is to provide a description of the communication that will occur on the project and how it will be managed. This includes details about various types and means of communication, communication channels, communication flow within the organizational structure, escalation, guidelines for meetings, dissemination of knowledge, and communication effectiveness. The Communication Plan shall ensure that the communication approach addresses communication across multiple vendors. Effective communication is a key element for the success of the project.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Documentation	DOC16	The Contractor shall develop and maintain a Quality Management Plan. The Quality Management Plan identifies the quality standards for the project and how quality standards are measured. It includes the process steps and quality tools that will be used (e.g., templates, standards, and checklists).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Documentation	DOC18	The Contractor shall develop and maintain a Change Management Plan. The Change Management Plan must include the following elements. a. Tools to support change management b. Change management process steps c. Escalation process d. Training e. Roles and Responsibilities	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Documentation	DOC19	The Contractor shall provide and maintain Technical Documentation including written description of module component(s) design, function and architecture that will provide guidance to system developers. Additionally, the Contractor must include a detailed list of all environments, each environments' IT technologies including software, middleware, hardware, utility applications, development tools, testing tools, and provides detailed information on the programming languages and protocols used.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Documentation	DOC21	The Contractor shall provide a Solution Architecture Document. The Solution Architecture Document includes a technical explanation of all aspects of the solution including detailed architectural diagrams, data flows, component specifications, SaaS, COTS products and hosting environment details. The document will include architectural tradeoffs using the Architecture Tradeoff Analysis Method (ATAM) method or other suitable method for evaluating the proposed platform architecture relative to the enterprise goals to identify risks that would inhibit the achievement of Agency's business goals.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements										
Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Documentation	DOC22	The Contractor shall develop and maintain a Defect Management Plan that describes the process of submitting, monitoring and resolving defects. The plan will detail the following: a. Approach and tools utilized to assign, identify, prioritize, track, resolve, and test system defects. b. Approach to defect severity categorization using an industry standard methodology. c. Approach to reporting and documenting defects. d. Describe how the Contractor will work collaboratively with other State healthcare programs enterprise vendors. e. Describe the defect management processes related to all test types and levels in the RFP (e.g., the relationship between defect resolution and the coordinated test case execution). f. Describe the defect management processes after implementation.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Documentation	DOC24	The Contractor shall submit and maintain a Staffing Plan as part of the Project Management Plan. The Staffing Plan must include: a. Identify the roles and responsibilities by resource type throughout all phases of the contract, including identifying key and non-key personnel as well as FTE allocation for all personnel. b. Staffing Levels (estimated by resource type by phase for the duration of the project) to be reported in the Resource Allocation Matrix. c. Detail how the staffing levels shall achieve consistent, dependable service regardless of changes that may influence work volume. d. Detail differentiated by Proposer staff, subcontractor staff, if applicable, and State project staff. e. Identify total hours to be expended, per phase or effort, and for the entire project, by Proposer staff and by State project staff. f. Tools and processes used to screen available staff and fill positions. g. Expectations regarding onsite time for contractor resources	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Documentation	DOC26	The Contractor shall develop, submit and maintain a Master Test Plan that describes the Contractor's plan for all testing activities, processes, types and levels. Testing must be as automated and self-documenting as possible (e.g., continuous unit testing). At a minimum, the Master Test Plan must address the following: a. Overall testing strategy for the following testing types: unit testing, system testing, integration testing, regressing testing, parallel testing, performance and load testing, manual and automated and/or scripted testing, disaster recovery and end-to-end integration testing of COTS products if any. b. Approach to planning and preparing the test/staging environment c. Approach to conducting each test level. d. Approach for supporting UAT. e. Approach for testing nonfunctional requirements. f. Approach to test documentation (e.g., test cases, test scripts, test case matrices added as design progresses). g. Approach to quality control/quality assurance. h. Approach to bi-traceability to requirements and design. i. Tools, techniques, and methods. j. Reporting mechanisms, traceability and metrics. k. Defects and defects resolution. l. Entrance and exit criteria for each test level including alignment with industry standards. m. Configuration management for each test level n. Testing roles and responsibilities o. Acceptance Criteria shall include but is not limited to: no high or critical defects in code released to production and production	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	

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All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Documentation	DOC27	The Contractor shall develop and submit a Training Plan that, at a minimum, addresses the following: a. Summary of training approach that focuses on the train-the-trainer methodology, objectives, and desired outcomes. b. Training needs analysis, including an assessment of the target audience and their knowledge and skills. c. Recommendations on type and delivery approach based on training needs analysis. d. Summary of proposed training materials and documentation in addition to hands-on training. e. Approach to maintaining training documentation and accompanying materials. f. Approach to providing training necessary to support new functionality and/or major software releases that materially change the user interaction. g. Approach to processing for incorporating feedback to improve train the trainer effectiveness over the course of the Contract.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Documentation	DOC28	The Contractor shall develop in collaboration with the Department, a System Test Plan that describes the Contractor's System Testing approach and includes at a minimum the following: a.Test Coverage b.Walkthroughs and Inspections c.Test Data Considerations d.Entrance Criteria e.Exit Criteria f.Configuration Management g.Testing Documentation h.Process Steps i. Inputs to System Testing j. Outputs for System Testing k.Metrics l. Pass/Fail Criteria m.Suspension Criteria and Resumption requirements n.Testing Deliverables o.Testing activities	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Documentation	DOC29	The Contractor shall provide during the initiation phase of the project and maintain throughout the project, system documentation that at a minimum includes: •A description of each component, their purpose, including basic functions and the business areas supported •User stories/use cases •Screen layouts, report layouts, and other output definitions, including examples and content definitions •Physical database design •A module system diagram, including all components, identifying all business process diagrams, data flows, systems functions, and their associated data storage •Configurations •Job streams within each module, identifying programs, inputs and outputs, control, job stream flow, operating procedures, and error and recovery procedures. •A network schematic showing all network components and technical security control •Listing of the edits and audits applied to each input item and the corresponding error messages. •As applicable, listing and description of all control reports •Interface Control Documents •Narrative descriptions of each of the reports and an explanation of their use must be presented. •Definition of all fields in reports, including a detailed explanation of all report item calculations. •Operations Procedure Manual •Data Dictionary	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	Due to the SaaS nature of the solution, some or all of the documentation below is proprietary and confidential: Screen layouts, report layouts, and other output definitions, including examples and content definitions (provide only those developed exclusively for MT use) Physical database design Module system diagram (only high-level is available) Job streams Network schematic Data Dictionary See narrative in section 3.10.7 Project Deliverables and Documentation.

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Matrix of Requirements										
Requirement Section	**Requirement ID**	**Req. Language**	**Requirement Option Indicator**	**Requirement Option Assignment**	**General Status**	**Production Status**	**Product Type**	**Hosting**	**Security Tested**	**Additional Information**
Documentation	DOC37	At least twelve (12) months before the start of the final Contract year (including option years that have been exercised) the Contractor shall provide, a Turnover Plan to the Department. The Plan will include: a. Proposed approach to turnover. b. Tasks and subtasks for turnover. c. Schedule for turnover. d. Updated operational tasks and procedures during turnover. e. Description of vendor coordination activities that will occur during the turnover task and implementation of the activities to ensure continued system and services as deemed necessary by the Department. f. List of incomplete tasks, such as system defects, modifications or enhancements, mass adjustments, reference updates, and configuration requests. g. A detailed description of the services that would be required by another Contractor to fully take over system, technical, and business functions outlined in the Contract. The description shall also include an estimate of the number and type of personnel required to support the technical platform and supporting services. h. The data and documentation shall be organized in a format required by the State (e.g., by provider unique ID and provider name).	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	As our offering is a SaaS based solution, sub-item G is out of scope for the proposal. While the data is wholly owned by the State, SaaS solutions are not owned by the State or subject to turnover.
Documentation	DOC38	The Risk Management portion of the Project Management Plan must describe at a minimum: a. Proactive identification and analysis of risks before they become issues. b. Development of risk avoidance, transfer, mitigation or management strategies. c. Approach to monitoring, communicating, reporting of risk status including procedures for documenting, resolving, and reporting issues and risks identified by the Contractor, the Department or other project contractors. d. Approach to root cause analysis. e. The appropriate methods, tools, and techniques for active and ongoing identification and assessment of project risks. f. Describe how risks will be quantified and qualified.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Documentation	DOC40	The Issues Management Plan portion of the Project Management Plan must describe at a minimum: a. Approach to issue management. b. Issue management process steps including: -Approach to prioritizing, tracking, escalating, communicating, reporting issues -Approach to documenting, reporting, and resolving issues identified by the Contractor, the Department or other module contractors. -Approach to impact analysis. c. Tools, and techniques for active and ongoing identification and monitoring of project issues. d. Roles and responsibilities. e. Describe how issues will be quantified and qualified.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Documentation	DOC41	The Contractor shall provide a Deliverable Expectations Document (DED) for each deliverable that describes the purpose, content, applicable MECT minimum required content and industry standards (e.g., PMI, IEEE/ISO, CMS XLC) that are satisfied for each Deliverable. Each DED is a deliverable.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Documentation	DOC42	The Contractor shall develop a comprehensive Operations Procedure Manual which shall provide guidelines for the operation and use of the module and/or module component(s). At minimum the Operations Procedure Manual shall contain policies, processes and workflows for the module and/or module component(s).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Documentation	DOC44	The Contractor shall maintain Attachment L- Technology Matrix, and deliver annually for the Department for review.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	

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Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Documentation	DOC46	The Contractor shall provide a User Interface Style Guide or equivalent document defining the design standards for user interfaces. The User Interface Style Guide must demonstrate how the solution meets the most current MECT user interface requirements including: a. User ability to customize or make adjustments (e.g. language support, font size) to portal presentation. b. Users utilizing scripting languages and/or assistive technology have the ability to access the information, field elements, and functionality required for electronic form or page completion and submission including directions and cues. c. User Interface organization so documents are readable without requiring an associated style sheet. d. User Interfaces identifying row and column headers for data tables. e. User Interfaces informing users when a timed response is required and given sufficient time to indicate more time is required. f. User Interfaces providing a method that permits users to skip repetitive navigation links. g. User Interfaces provide text titles for frames to facilitate frame identification and navigation. h. User Interfaces use markup to associate data cells and row/header cells for data tables that have two or more logical levels of row or column headers.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
ECM	ECM02	The Contractor's ECM solution must be able to support all common document types (i.e., Word, PDF, Visio, Excel, PowerPoint, TIFF, and JPEG) and must integrate seamlessly with the most common document viewing and editing tools used by the Department.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
ECM	ECM03	The Contractor's ECM solution must allow users to access documents from any platform with all core features available across platforms (desktop, web, mobile). The ECM must allow users to view all documents and images without the use of plug-ins.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
ECM	ECM04	The Contractor's ECM solution must support role-based control and access of documents, as well as including the following: a. Granular authorizations for access, preview, editing and sharing. b. Automatic access expirations for documents deemed sensitive by the Department. c. Content security policy enforcement, such as unusual document access activity and sharing of documents with sensitive information of uploads/downloads of prohibitive data.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
ECM	ECM05	The Contractor's ECM solution must include a flexible search engine, including document and content search capabilities.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
ECM	ECM06	The Contractor's ECM solution must allow users to associate metadata with documents.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
ECM	ECM07	The Contractor's ECM solution must support simple integration with scanning solutions (support for bulk-scanning).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
ECM	ECM08	The Contractor's ECM solution must support version control.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
ECM	ECM09	The Contractor's ECM solution must be configurable to comply with the Department's document retention policies.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
ECM	ECM10	The Contractor's ECM solution must support document workflows with review/approval ability with digital signature support (e.g., scan notifications).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
ECM	ECM11	The Contractor's ECM solution must scan all uploaded documents for viruses prior to storage.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
ECM	ECM12	The Contractor's solution shall be able to index, link and display incoming correspondence or uploaded documentation with the entity record.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
ECM	ECM13	The Contractor's solution shall send all documentation to the Systems Integration Services module for storage in the centralized ECM.	No		F - Requires custom development	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
ECM	ECM14	The Contractor's solution shall have an integrated electronic document management solution to meet the business needs of the State's enterprise.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
ECM	ECM15	The Contractor's solution shall accept, record, store, and retrieve freeform or HIPAA attachment documents submitted with or in reference to claim submission activity (e.g. operative reports, occupational, physical, and speech therapy reports, durable medical equipment and warranty data, manufacture's tracking data for implants, waivers and demonstration specific requirements).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
ECM	ECM16	The Contractor will configure, support and maintain Enterprise Content Management (ECM) functionality (including Document Management and Workflow) to meet the business needs of the State's enterprise.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Provider Enrollment	ENR01	The Contractor's solution shall provide a unique submitter number for each billing service or submitter that transmits HIPAA X12 transactions with the State for single or multiple providers.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Provider Enrollment	ENR02	The Contractor's solution shall receive provider applications through a web based provider self-service tool and on paper. The solution shall allow for the enrollment, re-enrollment, termination, recertification, or revalidation of providers and provide real-time notification to the providers of the receipt of the enrollment application.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Enrollment	ENR03	The Contractor's solution shall use automated screening and monitoring processes and tools to verify provider enrollment and eligibility based on Federal requirements contained in 42 CFR 455.436 (e.g., CMS data matching for provider screening and monitoring, Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the Excluded Parties List System (EPLS)).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Enrollment	ENR04	The Contractor's solution shall allow entities enrolling as trading partners with the State's healthcare programs to select the HIPAA X12 transactions they choose to submit and receive.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Enrollment	ENR05	The Contractor's solution shall assign a unique provider ID for all providers including atypical providers, for use in transactions with the enterprise.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Enrollment	ENR06	The Contractor's solution shall prompt users in the event of data entry errors, missing data or inconsistencies in the provider enrollment, maintenance, or revalidation process.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Enrollment	ENR07	The Contractor's solution shall allow enrolling providers to enroll in one or more program types (e.g., Care Management, waiver, CHIP, Standard Medicaid) using a single enrollment event.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Enrollment	ENR08	The Contractor's solution shall have configurable business rules to suspend or restrict the enrollment of providers, trading partners or clinics affiliated with individuals debarred by State or Federal agencies, listed in Registries (e.g., Child Abuse, Elder/Adult Abuse, Sex Offender), or do not meet requirements specified by the State.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Enrollment	ENR09	For enrolling and actively enrolled providers electing to participate in specific programs, the Contractor's solution shall collect and maintain the supporting data (e.g., geographic locations, number of preferred assigned members, and capacity to accept additional members), present the program agreement/contract for review, and acceptance (i.e., digital signature).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Enrollment	ENR10	The Contractor's solution shall be configurable to allow or prevent provider enrollment based on provider characteristics.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Enrollment	ENR11	The Contractor's solution shall prevent the creation of duplicate records during enrollment application submission.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Enrollment	ENR12	The Contractor's solution shall allow a provider to use a single enrollment application for multiple programs, specialties or service types.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Enrollment	ENR13	The Contractor's solution shall allow a single provider to enroll multiple service locations	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Enrollment	ENR14	The Contractor's solution shall collect and maintain all information needed to complete provider enrollment in compliance with all State and federal policies and regulations.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Enrollment	ENR15	The Contractor's solution shall determine provider eligibility in accordance with State and Federal policies and regulations.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Provider Enrollment	ENR16	The Contractor's solution shall provide the ability to accept and track provider enrollment fee information.	No		F - Requires custom development	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	The ability to track payments of enrollment fees made to other States will require design sessions with the Department and will be dependent on State and Federal rules and regulations. The ability to accept payments and track the associated data is native to the product. Most functionality resides within the Optum hosted solution however portions may utilize a third-party service. We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Provider Enrollment	ENR17	The Contractor's solution shall allow providers to view status of their enrollment online.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service. We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Provider Enrollment	ENR18	The Contractor's solution shall support real-time edits allowing providers to submit corrections to applications as needed.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Enrollment	ENR19	The Contractor's solution shall be capable of suspending provider participation in specific programs while maintaining participation in other programs and initiate notification(s) to the provider, agency staff, and modules.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S2 - This functionality is currently offered, but not in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service. We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Provider Enrollment	ENR20	The Contractor's solution shall use automated screening and monitoring processes and tools to verify provider enrollment eligibility based on State regulations and policies (e.g., State licensing agencies, State exclusion lists, Provider Enrollment Chain and Ownership System (PECOS)).	No		F - Requires custom development	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	This requirment is indicated as "custom" due to interface requirments with unknown systems managed by the State. Most functionality resides within the Optum hosted solution however portions may utilize a third-party service. We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Provider Enrollment	ENR21	The system will be able to link to training modules within the enrollment process (e.g., contractors authorizing member and provider services).	No		F - Requires custom development	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service. We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Provider Enrollment	ENR22	The Contractor's solution shall support at a minimum, the following enrollment status designations or their equivalent: denied, terminated, suspended, provisionally accepted, accepted, in progress, pending, voluntarily terminated.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Enrollment	ENR23	The Contractor's solution shall allow users to enroll retroactively in compliance with State policy, ACA and CMS standards.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Enrollment	ENR24	The Contractor's solution shall maintain the provider's effective date to begin administering services as of the date the provider screening process is complete as the standard effective date unless otherwise overridden and specified by the State.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Enrollment	ENR25	The Contractor's enrollment process shall be configurable to include trading partner enrollment within the overall provider enrollment business process.	No		F - Requires custom development	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service. We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Provider Enrollment	ENR26	The Contractor's solution shall present conditionally required resource materials and training required in order to complete the enrollment business process.	No		F - Requires custom development	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service. We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Hosting and Environments	ENV02	The Contractor shall provide hosting services that shall meet all state requirements.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Hosting and Environments	ENV03	The Contractor's hosting solution shall provide the flexibility to integrate other solutions for security and regulatory purposes in the future and be cost-effective with burst capacity.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Hosting and Environments	ENV04	The Contractor's hosting environment for all module components shall be compliant with Statement on Standards for Attestation Engagements (SSAE-18) SOC 2 Type 2 and has Federal Risk and Authorization Management Program (FedRAMP) Certification, FedRAMP Risk Assessment that indicates compliance, or has a documented NIST 800-53 rev 4 at a "moderate" system risk assessment designation.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Hosting and Environments	ENV05	The Contractor's solution shall be available and accessible twenty-four (24) hours a day, seven (7) days a week, with the exception of planned downtime due to system upgrades or routine maintenance. All planned downtime and maintenance outages shall be coordinated and approved by the Department at least five (5) business days in advance.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Hosting and Environments	ENV06	The Contractor shall provide the ability to run multiple sessions /environments/applications/areas/views simultaneously. This includes providing sufficient environments and configurations (e.g., multiple environments, multiple application layers, hub architecture) necessary to perform all required functions (e.g., testing, training, production operations, modeling, disaster recovery).	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Hosting and Environments	ENV07	The Contractor shall identify the physical location(s) where the Contractor's solution is installed and operating. The Department must have transparent access to this location(s).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Implementation and Acceptance	IA01	The Contractor shall follow the following process for deploying each proposed solution(s) to production: a. Submit an implementation letter to the State confirming that the solution is ready for implementation. b. Receive the State's approval of the implementation letter, accepting the Contractor's confirmation. c. Deploy the solution according to the approved Implementation Plan. d. Provide confirmation that the solution has been deployed to production and the Contractor has completed three (3) calendar days of operations without significant operational issues defined as no critical or high defects. e. Receive the State's acceptance of the system implementation.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Implementation and Acceptance	IA02	The Contractor shall monitor the initial operation of the solution to ensure that there are no immediate or ongoing adverse effects on the Department's programs according to the performance expectations identified in the Contractor's scope of work.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Implementation and Acceptance	IA03	The Contractor shall demonstrate that the System infrastructure (hardware, software, and interfaces) is operational and meets federal and State architectural, technical, security and privacy requirements as well as the business and functional requirements.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Implementation and Acceptance	IA04	The Contractor shall provide Operational Readiness test results demonstrating that the solution meets all Service Level Agreements for system performance as defined in the scope of work.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Implementation and Acceptance	IA05	The Contractor shall conduct an Operational Readiness Walkthrough with the Department to validate the operational readiness of the Contractor, the solution, and the Department. The Department must formally sign off on the Operational Readiness Checklist prior to proceeding to implementation.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Implementation and Acceptance	IA06	The Contractor shall develop Operational Readiness Review Checklists (ORR) that will examine the actual solution characteristics and the procedures of the product's operation to ensure that all hardware, software, resources, procedures, and user documentation accurately reflect the deployed state of the system.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Interfaces	INR01	The Contractor's solution must ensure that all data exchanges including inbound and outbound interfaces shall comply with industry standards (e.g., National Information Exchange Model (NIEM), National Institute of Standards and Technology (NIST), HIPAA-compliance standards, Health level 7 (HL7), Fast Healthcare Interoperability Resources (FHIR)).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Interfaces	INR02	The Contractor shall support the exchange of data between the System and the systems with which it interfaces (including external entities) to facilitate business functions that meet the requirements of Department policy, and federal and State rules and regulations.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Interfaces	INR04	The system shall send and receive real-time discrete transactions between modules and the State's integration platform to reduce the need for bulk data transfers.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Interfaces	INR05	The Contractor's solution shall provide the ability to view raw daily interface files for up to sixty (60) calendar days. Archive raw daily interface files after sixty (60) calendar days and maintain for up to six (6) months.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Interfaces	INR06	The Contractor's solution shall provide the ability to view raw monthly and quarterly interface files for up to one year (365) calendar days. Archive raw monthly and quarterly interface files for two years (730) calendar days and maintain for up to two (2) years.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Interfaces	INR07	The Contractor shall document all interfaces in an Interface Control Document (ICD) which will include data layout documentation, data mapping crosswalk, inbound/outbound capability and frequency of all interfaces.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Interfaces	INR08	The Contractor's solution shall include a process and toolset to maintain interfaces, code, and data models.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Interfaces	INR11	The Contractor shall design, develop and maintain interfaces. Each Application Program Interface (API) and components that will interface with the Systems Integration Services Integration Platform will be documented using a mutually agreed upon ICD template. This effort is performed in collaboration with other stakeholders in the State's healthcare programs enterprise.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Interfaces	INR12	The Contractor shall ensure proprietary interfaces and protocols between modules are not used.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Interfaces	INR13	The Contractor shall provide an extract of Agency defined data to the Agency data warehouse, at a minimum, weekly.	Yes	Option B Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Integration	INT02	The Contractor's solution shall support retrieval and presentation of data associated with geographic indicators such as by state, by county, by zip code, by peer group, or other geographical indicators specified by the Agency.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Integration	INT10	The Contractor shall develop operational procedures in coordination with other enterprise module vendors to restore system availability.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Integration	INT15	The Contractor's solution shall use XML standard messaging format to ensure interoperability.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Integration	INT22	All service endpoints/APIs shall be exposed to the ESB and are able to receive and submit messages through the ESB.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Integration	INT35	The Contractor shall provide an architecture that has clearly defined service endpoints.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Integration	INT40	The Contractor shall provide technical, functional and performance documentation required by the IV&V Contractor for the solution in order to support IV&V reporting needs identified in the most current version of MECT.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Integration	INT52	The Contractor shall collaborate with all State enterprise contractors and solutions to accurately collect, process, and distribute applicable HIPAA EDI transactions.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Integration	INT54	The Contractor's solution shall require (when appropriate), capture, and maintain the 10-digit NPI.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Integration	INT55	The Contractor's solution, shall accept the NPI in all applicable standard electronic transactions mandated under HIPAA	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Integration	INT59	The Contractor shall ensure all hardware, software, and communication components installed for use by State staff are compatible with the State currently supported versions of the Microsoft Operating System, Microsoft Office Suite and Internet Explorer; and current technologies for data interchange.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Integration	INT60	Unless otherwise mutually agreed to in writing, the Contractor must maintain any and all hardware and software products required to support the Contractor's solution at their most current major version (patches, fixes, upgrades, and releases for all software, firmware and operating systems) or no more than one version back from the most current major version.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Integration	INT61	The Contractor's solution shall allow internal and external stakeholders to upload and view electronically submitted documents.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Integration	INT62	The Contractor's solution shall ensure information and event notifications include aggregated and integrated information.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Integration	INT63	The Contractor's solution shall have business process orchestration in an event-driven environment that maximizes process automation.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Integration	INT65	The system shall provide the ability to share and federate data with other data sharing partners.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Integration	INT66	The Contractor's solution shall provide the ability to create/edit, send, receive and process X12, NIEM standardized transactions and NCPDP D.0 transactions relative to the Contractor's scope of work.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Integration	INT68	The Contractor shall collaborate with the Systems Integrator to automatically report system availability to the SI availability solution. The frequency of each module component verification will be defined by the Department.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Integration	INT70	The Contractor shall identify and describe the licenses necessary for the scope of work to support the infrastructure that will provide sufficient bandwidth and redundancy to ensure accessibility, reliability/fault tolerance and acceptable performance.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Integration	INT73	The Contractor shall be responsible for understanding the business processes to automate and orchestrate appropriate workflows, business rules, data flow and metadata within the solution and work collaboratively with the SI.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Integration	INT74	The Contractor's solution shall have the ability to identify errors in transactions and immediately notify the source system of the specific errors including whether the errors have precluded loading and/or using the data.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Integration	INT78	The Contractor shall provide an environment where components can be added or replaced quickly.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Integration	INT79	The Contractor's solution shall allow internal and external users to enter data using electronic forms and receive documents electronically from other systems.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Integration	INT80	The Contractor's solution will interface with the State's designated financial processing solution.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Integration	INT81	The Contractor's solution shall have the capability to receive and display data , messages, and alerts from other systems in real-time.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Integration	INT85	The Contractor's solution shall support web services, specifications, and adapters (e.g., ODBC, Web Service (WSDL, WS-*, SOAP, REST, UDDI, ODATA), JSON-WDP, MS SQL, SQL Server, Oracle, FTPS, SFTP, HTTPS, MSMQ).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Integration	INT86	The Contractor's solution must be capable of receiving, translating, and processing data to and from the variety of protocols (e.g., FTP, FTPs, SFTP, HTTP, HTTPS, JMS, JDBC, ODBC, NET, AS2, AS3, POP3, SMTP, SSH, TCP, CICS). The Contractor shall include in their response a list of protocols supported.	No		A - Included in the base release of the proposed solution	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Integration	INT87	The Contractor's solution shall provide context sensitive help (situational clarification and support associated with process specific steps), to support user activities (e.g., provider enrollment and maintenance activities).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Integration	INT88	The Contractor shall implement a solution where module components are loosely coupled and can be added or replaced quickly.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Integration	INT93	The Contractor shall provide electronic notification including detailed release notes for Major and Minor version, patches, updates and fixes deployed to the production environment.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Integration	INT94	The Contractor shall work collaboratively with module vendors to reconcile ODS data elements with the data elements for each module component.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Interactive Voice Response System	IVR01	The Contractor shall provide and maintain secure and user friendly interactive voice response (IVR) system with scripts approved by the State to respond to inquiries using a telephone menu and response system.	Yes	Option B Provider Services	A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Interactive Voice Response System	IVR02	The Contractor's IVR system shall have the ability to use educational scripts for callers on hold or waiting in the queue.	Yes	Option B Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Interactive Voice Response System	IVR03	The Contractor's IVR system shall provide quality monitoring tools and processes to enable a continuous improvement cycle for toll-free call center services that includes: a. Plug-in/double-jack monitoring, b. Silent monitoring, c. Record and review, d. Voice and screen/multi-media monitoring, for call center supervisors, State resources or designated resources.	Yes	Option B Provider Services	A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Key Personnel and Resources	KR01	The Contractor can use off-shore and near-shore resources. However, offshore or near shore resources cannot develop security controls. The Contractor shall advise the Department when work is being completed by offshore or near shore resources. The Contractor shall ensure that all Contractor practices and procedures, including but not limited to secure coding practices are used by all resources.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Key Personnel and Resources	KR02	The Contractor, and any of its subcontractors, shall work cooperatively with module Contractors and Department staff to ensure the success of the program.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	

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All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Key Personnel and Resources	KR03	The Contractor shall help prevent project delays and address them if they occur. This includes assurances that sufficient resources and knowledgeable, experienced staff are available to meet the required project schedule.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Key Personnel and Resources	KR04	The Contractor shall provide sufficient personnel to administer and execute required project activities, including approvals, during development, implementation, and operations.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Key Personnel and Resources	KR06	The Contractor shall provide key personnel that at a minimum include the Project Manager, the Contract Manager, the Testing Lead, Integration Lead and a Certification Lead during the DDI and Certification Phases of the Program. Key personnel shall not hold more than one key role unless otherwise approved by the Department. The Department will review and approve all key personnel.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Key Personnel and Resources	KR07	Key personnel described in the proposal shall become named resources on the project and are subject to the following requirements: a. Key personnel shall not be transferred or removed without prior approval of the Department. b. The Department will approve key personnel assigned to the Contract. c. The Department reserves the right to request removal of any Contractor staff or subcontractor staff, if applicable, assigned to the project, and the Contractor shall comply with any such request immediately. d. If a vacancy occurs in a key role, the Contractor shall fill the position in compliance with identified SLAs.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Key Personnel and Resources	KR08	The Contractor must designate a Project Manager to represent and oversee the day-to-day activities of the project. This individual shall serve as the Department's primary point of contact for matters relating to the project and serve as a liaison for certification, collaborating with other contractors, and stakeholders.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Key Personnel and Resources	KR09	The Contractor's Project Manager must meet the following qualifications including: a. A minimum of seven (7) years' project management experience managing projects of similar size and scope, preferably in Medicaid or the healthcare industry. This experience must include relevant experience within the last three (3) years from the release date of the RFP. b. Project Management experience should include each phase of the system development life cycle. c. Project management certification through the Project Management Institute (PMI) is preferred.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Key Personnel and Resources	KR10	The Contractor must designate an Integration Lead to manage the design, configuration/build, integration, defect management, and implementation of the Contractor's scope of work.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Key Personnel and Resources	KR11	The Contractor's Integration Lead must meet the following qualifications including: a. Minimum of five (5) years leading system design and integration projects, including the technical design and implementation of projects similar in size and scope to this project. b. Experience must involve directing multi-discipline technical teams producing integration solutions (e.g., Service Oriented Architecture, network, hardware and software). c. A Bachelor's Degree in Information Systems Engineering, Computer Science, or a related field is preferred.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Key Personnel and Resources	KR12	The Contractor must designate a Testing Lead to coordinate all testing activities.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Key Personnel and Resources	KR13	The Contractor's Testing Lead must meet the following qualifications including: a. Minimum of three (3) years experience leading testing activities for a project similar in size and scope to this project. b. In-depth understanding of the testing lifecycle and all artifacts required to successfully validate the system.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Key Personnel and Resources	KR14	The Contractor must designate a Contract Manager to be the single point of contact for matters concerning the Contractor's performance under the Contract. This person shall have the authority to make decisions that are binding to the Contract, shall be responsible for timely completion of the project, and shall be responsible for meeting all contractual obligations.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Key Personnel and Resources	KR15	The Contractor's Contract Manager must have a minimum of five (5) years' contract management experience managing related services with similar budgets, preferably in Medicaid or the healthcare industry and for a project similar in size and scope to this project.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Key Personnel and Resources	KR16	The Contractor shall submit two (2) references for each of the key personnel being proposed for the project. Each reference should depict relevant and current experience for work completed no more than seven (7) years prior to the date of this RFP.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Key Personnel and Resources	KR17	The Contractor must demonstrate that it can commit an adequate level of technical and human resources sufficient to complete the project within the required time frame and to meet the quality requirements outlined in this RFP. Furthermore, the level of technical and human resources which the Contractor agrees to commit to the project at the time of proposal must be maintained throughout the life of the project at a necessary level to complete the scope of work.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Key Personnel and Resources	KR18	The Contractor's staff shall have sufficient experience appropriate for their role.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Key Personnel and Resources	KR19	The Contractor must supply a Personnel Background Check Attestation (written documentation) of a favorable background check for Contractor personnel who might reasonably be expected to access sensitive and confidential member data contained in any system accessed during the course of the Contract. The Department may request the removal of staff for disqualifying offenses. Contractor must describe their process for performing background checks for non-US citizens or Green Card holders.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Key Personnel and Resources	KR20	The Contractor's Project Manager shall be required to perform work at the State's primary project location (e.g., city, state), unless approved by the Department to work remotely.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Key Personnel and Resources	KR21	The Contractor's staff shall be available Monday through Friday as early as 7:00 AM MST and as late as 6:00 PM in the time zone of the participating State.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Key Personnel and Resources	KR22	For any work performed at a location other than the primary Project site, the Contractor must identify the specific location (city, state, country), describe the type of work to be performed, and the percent of the total hours for that type of work at that location.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Key Personnel and Resources	KR23	The Contractor's staff working remotely, must be available to work in the State's primary project location at the Department's' request for functions necessary to support the scope of work (e.g., risk review meetings, root cause analysis sessions, integration planning, release planning, operational readiness reviews, UAT, implementation, and production deployment).	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Key Personnel and Resources	KR25	The Contractor's key personnel and/or management replacement must meet the minimum qualifications for the position . The Contractor shall provide a detailed resume for a proposed key personnel and/or management replacement. Replacements are subject to Department approval prior to any assignment.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Key Personnel and Resources	KR26	The Contractor shall provide the appropriate level of knowledge transfer/training to Contractor staff.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Key Personnel and Resources	KR28	The Contractor must designate a Certification Lead to coordinate all certification activities.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Key Personnel and Resources	KR29	The Contractor's Certification Lead must meet the following qualifications including: a. Minimum of three (3) years experience certifying systems against industry standards for projects similar in size and scope to this project. b. In-depth understanding of the most current MECT certification lifecycle required to successfully validate the system.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Key Personnel and Resources	KR30	The Contractor shall provide key personnel that at a minimum includes a Project Manager, Contract Manager and a Technical Manager for the Operations, Maintenance and Configuration phase of the project. Key personnel shall not hold more than one key role unless otherwise approved by the Department. The Contractor must identify other key personnel for the Operations, Maintenance and Configuration phase of the project. The Department will review and approve all key personnel.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Key Personnel and Resources	**KR34**	**The Contractor's key personnel positions may not be vacant for more than 10 Business Days without a qualified substitute (temporary replacement). A qualified substitute must be in place no more than 10 Business Days after the separation date of the vacating resource. The definition of a qualified substitute is someone meeting the requirements of the RFP and Contract Section 4. The Contractor may not fill vacant key personnel positions with other existing key personnel without approval by the Department. The Department will also have the authority to approve proposed replacements of key personnel by the Contractor.**	**No**		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Operations, Maintenance, and Configuration	OMC01	The Contractor shall cooperate and assist the Department in responding to all law enforcement, federal and State audit and review requests. The Contractor shall provide audit support including, random sample generation, data extracts, hard-copy documents, and provide any requested data or information.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Operations, Maintenance, and Configuration	OMC02	The Contractor shall support the disaster recovery activities that will provide timely failover and create relevant documented policies and procedures to implement a recovery.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Operations, Maintenance, and Configuration	OMC03	The Contractor shall conduct an annual test of the Disaster Recovery and Business Continuity Plan and submit the Disaster Recover/Business Continuity Test Report that includes the outcome, corrective action plan, and revisions, if any, to the Department.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Operations, Maintenance, and Configuration	OMC04	The Contractor shall provide Operations support, Maintenance, and ongoing Configuration of the provided Solution(s) throughout the life of the Contract. This includes providing Operations support as described in the scope of work as well as providing Maintenance and Enhancements to the provided Solution(s). The Contractor will follow project management and system development processes throughout the life of the Contract. The Department defines maintenance for each module as follows: 1. Making configuration updates as requested by the State. Configuration includes changes to table values, parameters, codes, and business logic, including hardcoded business logic. 2. Correcting deficiencies (defects) found in the solution(s) based on detailed requirements described in the scope of work and published design specifications. 3. Correcting deficiencies (defects) found in the solution(s) based on a failure to meet the detailed requirements in completed enhancement, configuration or maintenance requests. 4. Conducting research requested by the State or required to support the Department. For example: a. System behavior and results b. New healthcare initiatives c. Best practices research across states and industry d. Impacts of new State and federal legislation 5. Performing mass adjustments or mass changes as requested by the State or required to support the State's healthcare programs (for example, errors in pricing, eligibility, cost share, and financial code assignments, TPL discovery, and provider reimbursement changes). 6. Performing regular maintenance as needed by the State required to support the State's healthcare programs. Examples of maintenance include but are not limited to: a. Performance optimization.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	NA - This is not a functional or technical requirement	
Operations, Maintenance, and Configuration	OMC05	The Contractor shall provide a notification web page that displays when the system is unavailable for scheduled maintenance or unscheduled outages.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Operations, Maintenance, and Configuration	OMC06	The Contractor shall have processes in place to restrict access when inappropriate system access or misuse is detected.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	NA - This is not a functional or technical requirement	

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Operations, Maintenance, and Configuration	OMC07	The Contractor shall test and implement all production ready patches, upgrades, and releases for all software, firmware and operating systems in a timely manner, in coordination with other modules.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	NA - This is not a functional or technical requirement	
Operations, Maintenance, and Configuration	OMC12	The Contractor shall notify the appropriate user community, as defined by the State, of system events (e.g., major system changes and system outages).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	NA - This is not a functional or technical requirement	
Operations, Maintenance, and Configuration	OMC15	The module Contractor shall provide help desk services to provide level 0 (customer self-service) level 1(basic support), level 2 (moderate support) that includes as appropriate, escalation to the State and level 3 (technical/integration) support related to the functionality of the module's scope of work. Level 1 help desk is the first point of contact and is responsible for logging the issue and, if possible, assisting the user.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Operations, Maintenance, and Configuration	OMC16	The Contractor shall provide online help for external and internal users.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S2 - This functionality is currently offered, but not in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Operations, Maintenance, and Configuration	OMC17	The Contractor shall provide 1,500 system enhancement pool hours for the duration of the DDI phase of the contract. The cost of these 1,500 system enhancement pool hours are included in the offeror's fixed price and included in Attachment G Pricing Schedules, Schedule D-Enhancement Pool Hours. The System Enhancement Pool for DDI includes personnel cost for all resources supporting the system enhancement effort. The unused system enhancement pool hours for DDI will be rolled over to the system enhancement pool for Operations or the number or system enhancement pool hours may be adjusted downward, at the discretion of the State. Any reduction in the number of system enhancement pool hours for DDI will require one month notification by the State, and the cost of the contract will be reduced proportional to the cost of the reduction in system enhancement pool hours eliminated using the rates provided in Attachment G, Provider Pricing Schedules, Schedule D-Enhancement Pool Hours.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Operations, Maintenance, and Configuration	OMC18	The Contractor shall notify the Department when updated reference materials (e.g., Requirements Matrices, Manuals, System Documentation, System Design Documentation, User Documentation, Business Rules Catalog, and Training Materials) are available for review.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	NA - This is not a functional or technical requirement	
Operations, Maintenance, and Configuration	OMC19	The Contractor shall provide 24x7 access to the Department for all reference materials (e.g., Requirements Matrices, Manuals, System Documentation, System Design Documentation, User Documentation, Business Rules Catalog, and Training Materials).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Operations, Maintenance, and Configuration	OMC21	The Contractor will provide 500 system enhancement pool hours during the Operations phase per operations year. The cost of these annual 500 system enhancement pool hours are included in the Offeror's fixed price and included in Attachment G Pricing Schedules, Schedule D-Enhancement Pool Hours. The System Enhancement Pool includes personnel cost for all staff supporting the system enhancement effort. Unused system enhancement pool hours for each year of operations may be rolled forward to the next operations year or the number of system enhancement pool hours may be adjusted downward, at the discretion of the State. Any reduction in the number of system enhancement pool hours for operations will require a one month notification by the State, and the cost of the contract will be reduced proportional to the cost of the reduction in system enhancement pool hours eliminated using the rates provided in Attachment G Pricing Schedules, Schedule D-Enhancement Pool Hours. The cost of the contract will be reduced proportional to the cost of the unused hours using the rates provided in Attachment G Pricing Schedules, Schedule D-Enhancement Pool Hours.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Operations, Maintenance, and Configuration	OMC22	The Contractor shall provide 500 system enhancement pool hours for the duration of the DDI phase of the contract. The cost of these 500 system enhancement pool hours are included in the offeror's fixed price and included in Attachment G Pricing Schedules, Schedule D-Enhancement Pool Hours. The System Enhancement Pool for DDI includes personnel cost for all resources supporting the system enhancement effort. The unused system enhancement pool hours for DDI will be rolled over to the system enhancement pool for Operations or the number or system enhancement pool hours may be adjusted downward, at the discretion of the State. Any reduction in the number of system enhancement pool hours for DDI will require one month notification by the State, and the cost of the contract will be reduced proportional to the cost of the reduction in system enhancement pool hours eliminated using the rates provided in Attachment G, Provider Pricing Schedules, Schedule D-Enhancement Pool Hours.	Yes	Option A Provider Services	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Operations, Maintenance, and Configuration	OMC23	The Contractor will provide 100 system enhancement pool hours during the Operations phase per operations year. The cost of these annual 100 system enhancement pool hours are included in the Offeror's fixed price and included in Attachment G Pricing Schedules, Schedule D-Enhancement Pool Hours. The System Enhancement Pool includes personnel cost for all staff supporting the system enhancement effort. Unused system enhancement pool hours for each year of operations may be rolled forward to the next operations year or the number of system enhancement pool hours may be adjusted downward, at the discretion of the State. Any reduction in the number of system enhancement pool hours for operations will require a one month notification by the State, and the cost of the contract will be reduced proportional to the cost of the reduction in system enhancement pool hours eliminated using the rates provided in Attachment G Pricing Schedule, Schedule D-Enhancement Pool Hours. The cost of the contract will be reduced proportional to the cost of the unused hours using the rates provided in Attachment G Pricing Schedules, Schedule D-Enhancement Pool Hours.	Yes	Option A Provider Services	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Operations, Maintenance, and Configuration	OMC24	The Contractor will provide 250 system enhancement pool hours for the duration of the DDI phase of the contract. The cost of these 250 system enhancement pool hours are included in the offeror's fixed price and included in Schedule D-Enhancement Pool Hours. The System Enhancement Pool for DDI includes personnel cost for all resources supporting the system enhancement effort. The unused system enhancement pool hours for DDI will be rolled over to the system enhancement pool for Operations or the number or system enhancement pool hours may be adjusted downward, at the discretion of the State. Any reduction in the number of system enhancement pool hours for DDI will require one month notification by the State, and the cost of the contract will be reduced proportional to the cost of the reduction in system enhancement pool hours eliminated using the rates provided in Attachment G, Provider Pricing Schedules, Schedule D-Enhancement Pool Hours.	Yes	Option B Provider Services	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Operations, Maintenance, and Configuration	OMC25	The Contractor will provide 100 system enhancement pool hours during the Operations phase per operations year. The cost of these annual 100 system enhancement pool hours are included in the Offeror's fixed price and included in Attachment G Pricing Schedules, Schedule D-Enhancement Pool Hours. The System Enhancement Pool includes personnel cost for all staff supporting the system enhancement effort. Unused system enhancement pool hours for each year of operations may be rolled forward to the next operations year or the number of system enhancement pool hours may be adjusted downward, at the discretion of the State. Any reduction in the number of system enhancement pool hours for operations will require a one month notification by the State, and the cost of the contract will be reduced proportional to the cost of the reduction in system enhancement pool hours eliminated using the rates provided in Attachment G Pricing Schedule, Schedule D-Enhancement Pool Hours. The cost of the contract will be reduced proportional to the cost of the unused hours using the rates provided in Attachment G Pricing Schedules, Schedule D-Enhancement Pool Hours.	Yes	Option B Provider Services	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Provider Maintenance	PMNT01	The Contractor's solution shall have the capability to terminate inactive providers based on criteria determined by the department for either automatic termination or initiate a workflow for manual termination.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT02	The Contractor's solution shall collect and retain electronically all provider documentation (e.g., original application and copies of correspondence) for actively participating providers. For terminated providers, records shall be retained electronically according to record retention requirements (i.e.,7 years).	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S2 - This functionality is currently offered, but not in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT03	The Contractor's solution shall require, capture and maintain the 10-digit National Provider Identifier (NPI) for all healthcare providers required to have an NPI and interface with NPPES to verify the NPI is valid.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT04	The Contractor's solution shall record and display begin and end dates for specific provider enrollment and demographic data (e.g., license, eligibility period, physical address) and provide access to historical provider record information.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT05	The Contractor shall use a standardized format for provider names that differentiate between first name, middle name/initial, last name, and business or corporate names and allows flexible searches based on the provider name.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT06	The Contractor's solution shall allow provider records to be associated and linked by tax identification number (TIN) and parent organizations.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT08	The Contractor's solution shall allow for collection and maintenance of site visit, finger printing and background check information (e.g., the type of site visit (e.g., field representative, pre enrollment, program staff), date the site visit/ finger print/background check completed, reason and outcome if applicable).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT09	The Contractor's solution shall collect and maintain licensure information to include at a minimum, licensing state, license number, licensure begin and end dates.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT10	The Contractor's solution shall collect and maintain the Pay for Performance (P4P) information from Medicare.	No		F - Requires custom development	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	Euring DDI we will work with the Department to identify the the needs and future use of P4P data. Most functionality resides within the Optum hosted solution however portions may utilize a third-party service. We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Provider Maintenance	PMNT11	The Contractor's solution shall collect and maintain date specific (as applicable) provider endorsement and accreditation information.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT12	The Contractor's solution shall collect and maintain malpractice insurance information including expiration date.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT13	The Contractor's solution shall provide dynamic navigation that allows users to have one click access to additional detail for summary information (e.g., from the providers screen, select a specific location to view location details such as address, contact(s), office hours).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT14	The Contractor's solution shall collect and store standardized W-9 information that reflects the owner of the EIN and the Doing Business As (DBA) name.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT15	The Contractor's solution shall provide the capability to reactivate terminated providers without requiring a complete re-enrollment.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT16	The Contractor's solution shall track and support provider review schedules to ensure providers continue to meet program eligibility requirements and initiate notification(s) to the provider, agency staff, and modules of State healthcare programs agreements and contracts.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.

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Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Provider Maintenance	PMNT17	The Contractor's solution shall accept, validate and store new and updated provider information entered by internal users.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT18	The Contractor's solution will collect, store, maintain and display current and historical addresses by type (e.g., physical address, correspondence address and billing address) and include begin and end dates.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT19	The Contractor's solution will collect, store, maintain and display current and historical Drug Enforcement Administration (DEA) number(s) including begin and end dates.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT20	The Contractor's solution will collect, store, maintain and display provider business relationships (e.g., ownerships and managing entities) for use in provider screening and ongoing monitoring activities.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT21	The Contractor's solution shall have the ability to perform mass updates to provider information using flexible selection criteria.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT22	The Contractor's solution shall provide indicators to identify providers that are Fee-for-Service (FFS), Managed Care Organization (MCO) network only, or participating in any other healthcare programs (e.g., medical homes).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT23	The Contractor's solution shall provide the capability to capture and crosswalk subpart NPIs used by Medicare (but not Medicaid) to facilitate COB claims processing.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT24	The Contractor's solution shall auto-populate fields with valid data where required.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT25	The Contractor's solution shall allow internal users to add and view free-form and structure notes on or associated with individual provider files.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT26	The Contractor's solution shall allow authorized internal users to link and unlink individual practitioners from and to billing providers with the ability to link an individual provider to multiple billing providers. Each relationship shall include an effective date when initiated and an end date associated with the termination of the affiliation.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT27	The Contractor's solution shall collect, store and maintain multiple provider contacts, including the contact name, title, contact type, telephone number, email address and location.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT28	The Contractor's solution shall have the capability to indicate providers who are suspended or under review or investigation and a method for indicating the reason for the suspension or in review status.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT29	The Contractor's solution shall allow authorized users to enter, view and update provider data (e.g., demographic data, taxonomy, banking information).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT30	The Contractor's solution shall allow authorized users to retroactively update provider data.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT31	The Contractor's solution shall store and display geographic codes for provider locations.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT32	The Contractor's solution shall have configurable event based workflow to instantiate information requests, correspondence or electronic notifications throughout the provider lifecycle.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT34	The Contractor's solution shall have the ability to suspend the provider record for providers that fail to respond to requests (e.g., revalidation, recertification, and updated licensure) in compliance with all federal and State policies and regulations.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT35	The Contractor's solution shall allow for mass updates to provider status based on criteria defined by the department (e.g., group practice changes) and initiate notification to the providers and appropriate programs.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT36	The Contractor's solution shall have the ability to end date provider participation in specific programs while maintaining participation in other programs and initiate notification(s) to the provider, agency staff, and modules.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Provider Maintenance	PMNT37	The Contractor's solution shall record and display multiple instances of specific provider enrollment and demographic data (e.g., license, eligibility period, physical address, CLIA levels) and provide access to historical provider record information.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT38	The Contractor's solution shall validate email addresses associated with the provider account through a confirmation and/or activation email process that requires the user to respond to activate the email account for agency communication.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Provider Maintenance	PMNT39	The Contractor's solution shall collect and maintain provider data necessary to support other module functions (e.g. claims processing, service authorizations, and reporting functions).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT40	The Contractor's solution shall provide the ability to interface with external systems to automate verification and validation of provider information and credentials for enrollment, screening and monthly monitoring (e.g., CMS data matching, licensure, Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the Excluded Parties List System (EPLS)), and provide online alerts or notifications via workflow when adverse results or mismatches occur.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT41	The Contractor's solution shall require and capture termination reasons for all provider terminations.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT42	The Contractor's solution shall collect, process and maintain the data elements necessary to enroll trading partners with the department to support HIPAA X12 transactions.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT43	The Contractor's solution shall provide the ability to capture and store electronic payment information e.g., (credit card, bank account).	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT44	The Contractor's solution shall provide the ability to display payment information (e.g., provider administrative fees).	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT45	The Contractor's solution shall provide the ability to automatically and manually unlink provider records determined to be unrelated.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT46	The Contractor's solution shall have the ability to assign classifications (e.g., provider type and specialty) to all providers including atypical providers.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT47	The Contractor's solution shall provide the ability to collect and maintain bed data (e.g. nursing home, hospital).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT48	The Contractor's solution shall provide the ability to collect conditional enrollment and maintenance data that is configurable by provider role (e.g., ORP, Rendering, Attending and Billing/Pay to Providers) and provider classification (e.g., case manager, physician, home health agency) and displays indicators on the provider record to distinguish the provider role(s) and classifications.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT49	The Contractor's solution shall automate the identification of providers due to revalidate their enrollment information and initiate notification(s) to the provider, agency staff, and modules.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT50	The Contractor's solution shall support the ability to compare provider enrollment and revalidation information with PECOS if the provider is enrolled with Medicare. Depending on provider risk category, the solution shall verify completion of the fingerprint background check (if required), payment of application fee (if required) and verify Medicare ownership information matches the provider record in the provider module. If a mismatch is found, create an alert to the designated work group.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT52	The Contractor's solution shall collect, validate and maintain Clinical Laboratory Improvement Amendments (CLIA) certification information including the level of certification, the specific procedures each laboratory is authorized to perform, effective and end dates, and location of the certification for use in claims adjudication.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT53	The Contractor's solution shall have the ability to indicate providers using electronic funds transfer (EFT) and submitting claims electronically.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT54	The Contractor's solution shall support communications (e.g., email, SMS, correspondence) to and from providers, track and monitor responses to department communications.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT55	The Contractor shall ensure information exchanges are documented in trading partner agreements as specified in 45 CFR 162.915.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT56	The Contractor's solution shall have the ability to assign an individual provider an unlimited number of valid provider classifications (e.g., physician-family practice, physician-oncologist, hospital-acute care, registered nurse-pediatrics).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Provider Maintenance	PMNT57	The system shall allow a single provider to have more than one electronic submitter associated with their provider file, and designate one biller to receive 835 files	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT58	The Contractor's solution shall have the ability to automatically and manually link the unique provider number to other provider IDs used throughout the State enterprise (e.g. SABHRS or State Eligibility Systems IDs). The solution shall display all provider IDs.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT60	The Contractor's solution shall be configurable to allow users to indicate the method of how required documentation will be submitted (e.g., mail and facsimile).	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT61	The Contractor's solution shall have configurable workflow to present for validation, updates submitted online/electronically by specific criteria (e.g., program type, data type, risk level).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT62	The Contractors solution shall support manual and automatic classification of a provider risk level status (limited to moderate to high) which shall trigger additional steps and screening as applicable.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT63	The Contractor's solution shall provide the capability for users to review enrollment and revalidation information prior to final submission of the enrollment or revalidated information.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT64	The Contractors solution shall support manual and automatic classification of a provider risk level status (limited to moderate to high) which shall trigger additional steps and screening as applicable.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service.
Provider Maintenance	PMNT65	The Contractor's solution shall capture and maintain at a minimum, the data set defined in Part 11 of the State Medicaid Manual and provider related TMSIS required fields.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	Most functionality resides within the Optum hosted solution however portions may utilize a third-party service. We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Provider Maintenance	PMNT66	The Contractor shall collect and maintain certifications by specific industry standard or state policy (e.g., NCQA Certification and NCQA Certification Level).	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Project Management	PMT01	The Contractor shall provide licenses as required by the Agency to allow users access to perform all necessary business functions.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Project Management	PMT02	The Contractor shall support the Department in all program governance activities as necessary.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Project Management	PMT03	The Contractor shall be responsible for the capture and dissemination to the Department of agendas, meeting minutes and documentation necessary for successful execution of the project.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Project Management	PMT04	The Contractor shall participate in necessary meetings with the stakeholders and/or other Contractors.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Project Management	PMT05	The Contractor shall provide deliverables or documentation as defined in the Project Work Plan (PWP) and approved by the Department.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Project Management	PMT08	The Contractor shall support the State and its Contractor(s) in Independent Verification and Validation (IV&V) activities associated with the contract including CMS Certification(s).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Project Management	PMT09	The Contractor shall conduct a monthly status meeting to discuss project tasks and activities (e.g., deliverables, milestones, issues, risks, and SLAs).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Project Management	PMT10	The Contractor shall conduct weekly meetings to discuss issues, risks, progress of current projects, solution changes, resource changes, and other areas specific to the scope of work.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Project Management	PMT11	The Contractor must employ a project management approach that will satisfy the scope of work and incorporate all activities described in the RFP. The Contractor shall adjust the project management approach or project schedules, as necessary, to collaborate with the module vendors in order to incrementally build the enterprise platform.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	

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All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Project Management	PMT12	The Contractor shall conduct a project initiation kick-off meeting with key stakeholders and the State's project team.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Project Management	PMT13	The Contractor shall implement procedures and tools for tracking project action items, decisions, issues, risks and defects.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Project Management	PMT14	The Contractor shall provide an electronic document repository for project documents and deliverables. The Contractor, Department staff and other contractors with the appropriate security level must have the ability to upload/attach new or revised versions of documents. The repository must perform version control and allow users to view all prior versions.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Project Management	PMT15	The Contractor shall establish and utilize a deliverable review and acceptance process agreed upon by the Department that incorporates the following: a. Review cycles, which will be conducted and scaled to the size and complexity of the deliverables. b. Deliverables will need to reflect coordination with the overall modular program and will follow agreed upon change control processes. c. Informal reviews and walkthroughs of draft and final deliverables are encouraged. d. Queuing up excessive deliverables for simultaneous review is unacceptable to the Department.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Project Management	PMT16	The Contractor shall provide deliverables that at a minimum meet the following quality standards: a. Provide accurate and comprehensive content, reflecting the specific requirements for the deliverable. b. Ensure appropriate technical level for the audience. c. Utilize correct grammar, spelling, and versioning. d. Ensure diagrams are clear, concise, and value added. e. Follow industry-related standards. f. Appropriately define and reference information.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Project Management	PMT17	The Contractor shall submit a monthly status report. The monthly status report must contain, at a minimum: a. A complete set of updated and current output from the Project Work Plan along with a copy of the corresponding Project schedule files in electronic version. b. A description of the overall completion status of the Project including schedule variations that report the earned value of the work completed, the planned value of the work completed, and the variance. c. Planned tasks and activities for the next month. d. The Deliverable status, with percentage of completion and time ahead or behind schedule for particular tasks. e. Identification of any staffing issues or changes in the Resource Allocation Matrix. f. An updated status on all issues being monitored. g. An updated status on all risks being monitored. h. Provide metrics necessary to support the State CIO's Legislative Finance Committee (LFC) reporting requirements. i. Provide testing status and metrics. j. Provide System enhancement hourly pool total hours used and total hours remaining. k. An updated status on all SLA being monitored.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Project Management	PMT18	The Contractor shall develop and maintain a Project Management Plan (PMP): The purpose of the Project Management Plan is to provide a comprehensive baseline of what needs to be achieved by the project, how it is to be achieved, who will be involved, how it will be reported and measured and how information will be communicated with the project. It will serve as a reference for decision and clarifications. All relevant project plans including but not limited to the Communication Plan, Change Management Plan, Staffing Management Plan, Quality Management Plan, Risk Management Plan, Issue Management Plan and the Work Breakdown Structure are incorporated into the Project Management Plan. It is a living document that evolves as the project progresses and is updated with the latest relevant information as required. The Project Management Plan may be broken into separate documents, but all documents will be considered sections of the Project Management Plan.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Project Management	PMT19	The Contractor shall develop and maintain a detailed Project Work Plan (PWP) and a Gantt Chart that is aligned with the scope of the work outlined in this RFP. The PWP must identify realistic person hours of effort for each task and identify planned completion dates for all deliverables and milestones. Additionally the PWP must include the elements necessary for the IMS include: start and end dates of major phases, key project milestones, integration points, cross module dependencies, and sufficient information to support the State CIO's Legislative Finance Committee (LFC) reporting requirements. The PWP must be continually refined and updated as the project progresses and will retain the baseline for comparative reporting.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Project Management	PMT21	The Contractor shall coordinate with the Department and with the module vendors as required by the Department, to support the program-level change management process consistent with the Enterprise Change Management Plan.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Project Management	PMT25	The Contractor shall be required to work collaboratively with the Department and the System Integrator to provide schedule information to be included in the Integrated Master Schedule (IMS). Elements necessary for the IMS include; start and end dates of major phases, key project milestones, integration points, cross module dependencies, and sufficient information to support the State CIO's Legislative Finance Committee (LFC) reporting requirements.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Project Management	PMT27	The Contractor shall coordinate module deliverable and milestone walkthroughs and participate in other module walkthroughs as required by the Department.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Project Management	PMT29	The Contractor shall submit a monthly System Enhancement Pool report that details tickets invoiced to the hourly pool and must include hours used and hours remaining for the Department's approval.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Project Management	PMT31	The Contractor shall cooperate with the State's PMO and the IV&V contractor to give an accurate, honest reporting of the project status.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Project Management	PMT32	The Contractor shall contribute to the State's and/or the Systems Integration Services collaboration site, technical and non-technical project artifacts for the Contractor's module or module components including requirements, use cases, user stories, storyboards, system design documents, supplemental specifications, test cases, test scripts, test results, user, system and training documentation at the State's direction.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Provider Call Center	PRCC01	The Contractor shall provide a provider enrollment Call Center to support and instruct providers in the application process, renewal process, provider management, and recertification process. The Call Center shall also support the financial enrollment process into the State financial system.	Yes	Option B Provider Services	A - Included in the base release of the proposed solution	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	N- The application has not been security tested based on NIST 800-53 Rev 4.	The potential security elements of this requirement will be addressed during the Implementation Phase We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Provider Call Center	PRCC02	The Contractor shall research and provide documentation for administrative hearings, appeals and court cases; and participate in these activities upon direction from the State.	Yes	Option B Provider Services	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Performance	PRFM01	The Contractor shall develop a method for maintaining performance compliance with Service Level Agreements (SLA).	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Performance	PRFM04	The Contractor shall meet Service Level Agreements and integrate tools for monitoring system and component performance and create the necessary reports or supply a dashboard to support SLAs.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Performance	PRFM05	The system shall track performance measures for each SLA requirement using predefined and ad hoc reporting methods	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Self-Service Portal	PSER01	The Contractor's solution shall provide a self-service tool that will allow authenticated users to search by provider name (including phonetic search), NPI/API, network(s), location(s) (including city, state and zip code), provider classification(s), provider role, all languages spoken/language accommodations (e.g., English, Spanish, American Sign Language (ASL)), accessibility, gender, and whether or not a provider is accepting new patients. At a minimum the results display shall include; provider name, locations, phone numbers, provider classification(s), provider role, network(s), all languages spoken/language accommodations (e.g., English, Spanish, American Sign Language (ASL)), office hours, accessibility, whether or not a provider is accepting new patients, and any restrictions on the freedom of choice among providers in the public provider locator (e.g., ages served, gender).	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections. We are considering supporting phonetic searches for provider names in a future version of our product roadmap.
Self-Service Warrant and Remit Advice Inquiry	PSER02	The Contractor's solution shall include an online self-service tool allowing authenticated users to view current and all previous warrants.	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Online Provider Appeal Request	PSER03	The Contractor's solution shall support on-line self-service tool for all providers to request an appeal.	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Member Eligibility	PSER04	The Contractor's solution shall provide an online self-service tool for authorized users to perform real-time member eligibility inquiries. Eligibility inquiry responses will include at a minimum, eligibility dates, eligibility for one or more benefit plans, care management enrollment information, waiver program information, program limits, TPL information, and other member information necessary for the provider to determine if the member is eligible for services.	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Portal	PSER24	The Contractor's solution shall allow users to view, download and/or print current and historical provider information (e.g., manuals, instructions, bulletins, program descriptions, eligibility criteria and forms).	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Claim Status Inquiry	PSER06	The Contractor's solution shall provide an online self-service tool for providers to view claim status.	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Warrant and Remit Advice Inquiry	PSER07	The Contractor's solution shall provide an online self-service tool that allows authenticated users to access and view current and previous remittance advice that can be sorted by various parameters (EFT, date, NPI, etc.).	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Portal	PSER08	The Contractor's solution shall provide an online self-service tool for providers to access a provider inbox for messages and notices. The solution shall provide the ability to send, receive, and respond to messages.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Portal	PSER09	The Contractor's solution shall provide an online self-service tool for providers to add or remove provider account users and change user roles for all self-service functions.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Portal	PSER10	The Contractor's solution shall allow individual practitioners to submit a request to link or unlink an affiliation with a billing provider. Each relationship shall include an effective date when initiated and an end date when the affiliation is terminated.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Portal	PSER11	The Contractor's solution shall accept, validate and store new and updated provider information entered through the Provider Self Service tool.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Self-Service Portal	PSER12	The Contractor's solution shall allow authorized billing providers to link and unlink individual practitioners from and to billing providers with the ability to link an individual provider to multiple billing providers. Each relationship shall include an effective date when initiated and an end date associated with the termination of the affiliation.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Online Claims Entry	PSER13	The Contractor's solution shall include a self-service tool for providers to directly and efficiently enter claims.	Yes	Option A Provider Services	F - Requires custom development	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Registry	PSER14	The Contractor's solution shall allow authorized users to view registries for PCCM and other care management programs.	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Portal	PSER15	The Contractor's solution shall provide online interactive chat functionality as a reliable transaction channel that allows enrolled and authenticated users to chat directly with a customer care representative. The chat session shall be recorded, stored, and accessible to internal staff for reference.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Portal	PSER16	The Contractor's solution shall include a configurable self service tool that allows active and inactive providers to update and validate their provider record through direct data entry via the web, based on selected criteria.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Portal	PSER17	The Contractor's solution shall a provide public provider search feature that will allow users to search by provider name (including phonetic search), network, location(s) (including city, state and zip code), provider classification(s), all languages spoken/language accommodations (e.g., English, Spanish, American Sign Language (ASL)), accessibility, gender, and whether or not a provider is accepting new patients. At a minimum the results display shall include; provider name, network(s) location(s), phone numbers, provider classifications, all languages spoken/language accommodations (e.g., English, Spanish, American Sign Language (ASL)), office hours, accessibility, whether or not a provider is accepting new patients, and any restrictions on the freedom of choice among providers in the public provider locator (e.g., ages served, gender).	No		F - Requires custom development	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	During the DDI phase, we will work with DPHHS to identify and build the interface(s) with the existing claims data repository to extract member's medical history. This data will then be made available on the portal to the authorized users. We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Claims Based Medical History	PSER21	The Contractor's solution shall allow authorized users to search and view Claims Based Medical History.	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Portal	PSER22	The Contractor's solution shall provide online key contact information at a minimum by program type and business process.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Portal	PSER23	The Contractor's solution shall provide an online self-service Frequently Asked Questions (FAQ) tool that is easily navigable and searchable. The FAQ shall be updated quarterly or as directed by the State.	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Portal	PSER25	The Contractor's solution shall provide links to relevant web resources (e.g., State and Federal websites, and other entities determined by the State to be appropriate for the self-service portal).	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Portal	PSER26	The Contractor's solution shall allow enrolled providers, enrolled trading partners, State users, and other users designated by the State, access to the secure areas of the self-service portal following successful authentication through single sign-on.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Portal	PSER27	The Contractor's solution shall provide access for users to view current and historical fee schedules.	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Portal	PSER28	The Contractors solution shall create and present a tracking or confirmation number when provider information is updated via the self-service portal.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Online Claims Entry	PSER29	The Contractor's online self-service claims entry tool shall accommodate and accept all claim types including Professional, Institutional, Dental, Encounter claims, Adjustments, Roster billing, claim corrections, and the ability to void and replace claims.	Yes	Option A Provider Services	F - Requires custom development	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	To support Encounter and Roster billing we will work with DPHHS during the DDI phase to identify the required data elements. We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Online Claims Entry	PSER30	The Contractor's online self-service claims entry tool shall include a validation feature that performs real-time front end editing prior to claim submission, not allowing submission of claims that fail the front end edits. Edits will include, but are not limited to, active provider enrollment, member eligibility, valid revenue codes, procedure codes, and diagnosis codes. Front end edit(s) shall be displayed to the user for review and correction. The validation feature will not display pricing information.	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S2 - This functionality is currently offered, but not in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	Must link to valid code sets as defined by the State, these sets and associated formats will be determined during the Implementation Phase. We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Online Claims Entry	PSER31	The Contractor's online self-service claims entry tool shall allow an authenticated user to upload an attachment to associate with a specific claim or multiple claims.	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	The scope of this response is limited to claims submitted via the self-service claims entry tool and does not accomodate claims submitted to the legacy system via the existing claims submission methods. We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Online Claims Entry	PSER32	The Contractor's online self-service claims entry tool shall instruct users to include a claim confirmation number on any paper attachment when users indicate that an attachment is being mailed or faxed in order to allow for efficient association between a claim and an attachment.	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.

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Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Self-Service Online Claims Entry	PSER33	The Contractor's online self-service claims entry tool shall allow users to indicate paper attachments will be mailed and/or faxed.	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Online Claims Entry	PSER34	The Contractor's online self-service claims entry tool shall provide an tracking or control number to the user upon successful completion of the transaction.	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Online Claims Entry	PSER35	The Contractor's online self-service claims entry tool shall provide a configurable auto populate feature for appropriate fields for each claim type (e.g., provider information, submission date, member associated information).	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	Some data for auto-populate features will be determined in coordination with the State during the Implementation Phase. We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Online Claims Entry	PSER36	The Contractor's online self-service claims entry tool shall include a claim template feature that allows users to create a templates to be stored and used in the online claims entry tool.	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S2 - This functionality is currently offered, but not in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Online Claims Entry	PSER37	The Contractor's solution shall provide search capabilities for users entering data in the online claims entry tool. The search tool will include provider information and provider associated service authorization information.	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S2 - This functionality is currently offered, but not in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Member Eligibility	PSER38	The Contractor's solution shall allow an external user to print member eligibility responses or download in PDF format.	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service View, Upload and Download HIPAA Compliant Healthcare Transactions	PSER39	The Contractor's solution shall allow authorized user to view, upload and download HIPAA compliant healthcare transactions (e.g., 270/271batch eligibility status inquiry and response, 837 batch claims submission, and 276/277 Claim Status request and response) on the Self-Service Portal.	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S2 - This functionality is currently offered, but not in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Warrant and Remit Advice Inquiry	PSER40	The Contractor's solution shall allow authenticated users to download warrants and remittance advice in multiple formats (e.g., Excel or PDF) as directed by the State.	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Online Provider Appeal Request	PSER41	The Contractor's solution shall allow users to view the status of their appeal request.	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Online Claims Entry	PSER42	The Contractor's online self-service claims entry tool shall convert all entered claims into an X12 837 format.	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Claim Status Inquiry	PSER43	The Contractor's solution shall allow authenticated users to download or print a claim status report in Excel and PDF.	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Self-Service Registry	PSER44	The Contractor's solution shall allow authenticated users to download or print member registries in Excel and PDF.	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Conduct Provider Site Visit	PSV01	The Contractor shall conduct pre- and post-enrollment onsite screening of moderate and high risk providers according to Agency onsite screening protocols and federal onsite screening regulations, including at a minimum: -Conducting the initial assessment to verify the facility location, hours and personnel; -Verifying operational status; and -Confirming final determination of provider enrollment status.	Yes	Option B Provider Services	A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Project Closeout and Turnover	PTO01	The Contractor shall provide a turnover approach and the services required for the transition of operations, services and module components.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Project Closeout and Turnover	PTO02	At least six (6) months prior to the final Contract year (including option years that have been exercised) and at least six (6) months prior to the end of any contract extension(s), the Contractor shall provide the following: a. An updated Turnover Plan. b. Complete and update system and user documentation. c. Statement of the resources that would be required by the Department or another contractor to fully take over solution, technical, and business functions outlined in the Contract(s). This includes quantity and types of resources and volume of tasks to support the scope of work. d. Operational tasks and procedures as necessary to support ongoing operations of the solution. e. Lessons learned report. f. List of incomplete tasks, such as system defects, modifications or enhancements, mass adjustments, reference updates, and configuration requests. g. A detailed description of the services that would be required by another Contractor to fully take over system, technical, and business functions outlined in the Contract. The Department reserves the right to request this information at any time throughout the Contract.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Project Closeout and Turnover	PTO03	The Contractor shall provide a Monthly Turnover Report reflecting transition activities during the turnover period.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Project Closeout and Turnover	PTO04	The Contractor shall provide operational procedures that describe how maintenance is performed for the solution.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Project Closeout and Turnover	PTO05	The Contractor shall cooperate with the successor contractor while providing all required turnover services. This will include meeting with the successor and devising work schedules that are agreeable for both the Department and the successor contractor.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Project Closeout and Turnover	PTO06	The Contractor must transfer solution and services documentation and all data requested by the State to the State.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	Only documentation related to components designed expressly and exclusively for MT.
Project Closeout and Turnover	PTO07	The Contractor shall deliver a Turnover Results Report that documents completion of each step of the Turnover Plan.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Reporting	REP01	The Contractor's solution shall include a query tool that allows users to easily query data necessary to support state healthcare programs business needs.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Reporting	REP103	The Contractor's solution shall have the capability to display data in a variety of formats (e.g., standard reports, graphs, charts, maps, dashboards) without the need to export data to another tool.	No		C - Is an integrated third party product (COTS), requires no configuration or custom development	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Reporting	REP104	The Contractor's solution shall have the ability for authorized users to selectively retrieve, view, export, and print reports (or portions of reports).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Reporting	REP07	The Contractor's reporting tool shall provide the ability to design and execute queries using one or more wild cards (e.g., %, *,?) and operators (e.g. =, , >, >=, <, <=, IN, BETWEEN, LIKE, IS NULL or IS NOT NULL) to provide data when searching or reporting.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Reporting	REP107	The Contractor's solution shall have the capability to allow authorized users to view query parameters along with query results.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Reporting	REP110	The Contractor shall update dashboards in real-time or on a schedule approved by the State.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Reporting	REP111	The Contractor's solution shall allow authorized users to design, save and share configurable dashboards and reports.	No		F - Requires custom development	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	The majority of the dashboards and reports can be handled through configuration; however, specific state requirements may result in some custom development. We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Reporting	REP112	The Contractor's solution shall provide report, dashboard and query templates for authorized users to modify and reuse.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Reporting	REP116	The Contractor's solution shall provide an established library of standardized operational reports as well as the ability to create a wide array of configurable detail level and summary level reports, dashboards and queries.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Reporting	REP118	The Contractor's solution shall have the capability to produce reports or display output data by National Provider Identifier (NPI), proprietary ID, or by a subset of the provider's practice or taxonomy.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Reporting	REP23	The Contractor's solution shall maintain reporting services that are backward compatible, and the reports functionality is preserved over major or minor releases or the contractor will provide migration support to move reports forward.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Reporting	REP128	The Contractor's solution shall provide ad hoc query capability for retrieval of data relevant to specific operational and program business units.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Reporting	REP129	The Contractor's solution shall provide an online adhoc reporting tool that allows authorized users access to provider and trading partner data (e.g., provider enrollment status, alphabetic and numeric provider listing, re-certification listing, revalidation listing, group affiliation listing, provider classification listing, and category of service listing).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Reporting	REP130	The Contractor's reporting tool shall provide current and historical information about user access. The report shall include both standardized data in addition to allowing user input of run criteria such as user IDs, roles/privileges/authorizations, and configurable from and to dates.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Reporting	REP131	The Contractor's solution shall track and have the capability to report both summary and detail level information pertaining to provider enrollment, disenrollment, termination, re-enrollment, revalidation, and recertification.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Reporting	REP31	The Contractor's reporting solution shall support initiation of reports through various methods including on-demand, scheduled requests (including non-business hours), and event-driven requests with distribution of the report results to specified secure locations.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Reporting	REP132	The Contractor's solution shall provide the functionality to identify, track and report the number and type of individuals associated with a provider or trading partner application (e.g., provider, facility, owner, managing employee and/or board member) including screening and monitoring results.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Reporting	REP32	The Contractor's reporting solution shall allow users to search on criteria including report names, report filters, and data elements included in the report in a library or repository of reports.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Reporting	REP133	The Contractor's solution must provide Provider Transaction Error Reporting that includes the error, the date and time the error was identified, and the provider file(s) effected.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Reporting	REP134	The Contractor's solution shall have the ability for users to query using date and/or date ranges for scheduled and ad-hoc reporting.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Reporting	REP135	The Contractor's solution shall provide the ability to report on electronic payments received through the Provider Services module (i.e., provider application fees).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Reporting	REP136	The Contractor's solution shall provide the capability to archive and discontinue. The solution shall be capable of purging reports in compliance with the Federal and State retention policies.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Reporting	REP36	The Contractor's reporting solution must display standard report header and footer information (e.g., report number, report title, page number, date) on all reports.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Reporting	REP37	The Contractor's reporting solution shall provide the ability to store system generated reports in the Enterprise Content Management (ECM).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Reporting	REP38	The Contractor's reporting solution shall allow a user to manually save report output to the ECM.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Reporting	REP39	The Contractor's solution shall provide efficient navigation (e.g., the ability to move forward and backward in the solution).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Reporting	REP42	The Contractor's reporting solution shall allow authorized users to view, sort, export and print dashboard and report data in a variety of formats (e.g., HTML, Excel, TXT, CSV, PDF, or character delimited).	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Reporting	REP64	The Contractor's solution shall provide the ability to access and use all current and historical data for reporting purposes.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Include Reference Documentation	RFDC01	The Contractor's solution shall provide external and internal users access to current and historical provider manuals (e.g., CMS1500, Dental Claims Manual, Institutional Claims manual, Pharmacy Claims Manual and other Agency manuals or provider bulletins related to Medicaid policy and claims processing. NOTE: Contractor shall not be responsible to create the content of the manuals.	Yes	Option B Provider Services	A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Requirements Management	RQM01	During the requirements validation sessions, the Contractor must demonstrate a fully functioning solution that has been initially configured based on the Contractor's understanding of the requirements described in the RFP and publicly available policy documents, manuals, and fee schedules.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Requirements Management	RQM02	The Contractor shall work with the Department to confirm the Contractor's understanding of the requirements and to clarify and/or elaborate requirements where necessary to achieve desired business outcomes.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Requirements Management	RQM03	The Contractor shall document any gaps between the initially configured solution and the business requirements in the requirements management tool. Gaps must show bi-directional traceability with applicable business requirement(s), design, test cases, test results, MECT criteria and certification artifacts.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Requirements Management	RQM04	The Contractor shall, during requirement validation, provide designated Department staff access to a fully functioning environment to become familiar with the solution.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S2 - This functionality is currently offered, but not in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Requirements Management	RQM05	The Contractor shall utilize project control tools to formally track all requirements and related design, configuration, testing, and certification artifacts. The Contractor's requirements management tool shall ensure approved changes to requirements are linked back the approved change request.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Requirements Management	RQM06	The Contractor shall develop, maintain and submit a Requirements Traceability Matrix (RTM) to show bi-directional traceability with applicable business requirements and their realization throughout all project phases (e.g., requirements, design, testing and certification (MECT) checklist items). This should include how the requirement is realized (e.g., configuration, custom development, base functionality). All revisions must be reviewed and approved by the State.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Requirements Management	RQM07	The Contractor's requirements management tool shall have the ability to manage requirements traceability by module(s), MITA business area, MITA business process and MECT checklists.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S2 - This functionality is currently offered, but not in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Security	SEC01	The System shall provide a physical and electronic environment that uses public key infrastructure to verify all transactions and the identity of all users and denies access to unauthorized users. For example: a. Require unique sign-on (ID and password) b. Require authentication of the receiving entity prior to a system-initiated session, such as transmitting responses to eligibility inquiries.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Security	SEC02	The Contractor shall ensure that any data being transmitted or transported either physically or electronically will be encrypted.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Security	SEC03	The Contractor shall ensure that any unneeded hardware, software, and licenses have been decommissioned.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Security	SEC04	The Contractor shall protect all government data from loss or unauthorized disclosure.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Security	SEC05	The Contractor's solution shall streamline electronic transactions by incorporating electronic and digital signatures compliant with HIPAA and other State and federal statutes.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Security	SEC06	The Contractor's solution shall provide tools (e.g., alerts or reports), which identifies usage anomalies or users who may have misused the system.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Security	SEC07	The Contractor's solution shall automatically maintain an audit trail of users , including database administrators, who pass through or view a record, regardless of whether data is changed.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Security	SEC08	The Contractor's solution shall have security audit trail reporting capabilities (e.g. security, level, locale, IP address, user ID, before and after changes).	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Security	SEC09	The Contractor's solution shall ensure the audit trail that cannot be modified.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Security	SEC10	The Contractor's solution shall contain information determined by the Department and must meet Health Information Technology for Economic and Clinical Health Act (HITECH) auditing standards.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC11	Risk assessments and security audit reports shall be completed on an annual basis and when additions or changes to functionality impact the security framework, architecture or when a new vulnerability exists.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC12	The Contractor's solution shall manage role-based permissions and provide a National Institute of Standards and Technology (NIST) compliant identification, authentication and accounting solution.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC13	The Contractor's solution shall have multiple layers of external and internal security that provide administrative, physical, and technical mechanisms to protect sensitive or confidential information used in performing the responsibilities and duties defined for the module scope of work.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC14	The Contractor's solution shall not include any code of unknown origin.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC15	The Contractor shall provide an independent third party to perform penetration testing within six (6) months prior to implementation. Penetration testing must also be performed by an independent third party on an annual basis and when additions or changes to functionality impact the security framework, architecture or when a new vulnerability exists. Penetration Test Report results shall be supplied to the Department and any major or critical vulnerabilities mitigated.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC16	The Contractor shall provide the primary and disaster recovery facility(s) which will ensure security, performance and disaster recovery requirements outlined in the module scope of work.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC17	The Contractor shall maintain policies and procedures for security clearance and staffing controls for allowing access to confidential information and/or to restricted areas within the Contractor's solution.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC18	The Contractor shall maintain adequate technical support/staffing to provide 24x7x365 coverage.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC19	The Contractor's data encryption solution shall meet Federal Information Processing Standard (FIPS) 140-2 and at a minimum use AES 128 encryption.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC20	The Contractor shall ensure that all data, regardless of its location, is encrypted at rest.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC21	The Contractor's transmission security shall use TLS 1.2, SHA 2 with a minimum of a 2048 bit key.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC22	The Contractor will provide a completed Security Audit Report with results to the Department by the 30th (thirtieth) of September each year. The Security Audit Report must include either an electronic data processing (EDP) systems audit using SSAE - 18 at a minimum level service organization control (SOC) 2 Type II or a NIST 800-53 rev 4 assessment at a "moderate" system risk control level. The Contractor shall provide a mitigation plan for all reported deficiencies. Major and critical deficiencies must be corrected within forty (40) calendar days of the report submission to the Department.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC23	The Contractor's solution shall provide security features that support increasing the complexity of the authentication and authorization as the sensitivity of the data or functionality increases.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC24	All Contractor's module components shall adhere to any applicable Department system security practices, configurations & procedures.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC25	The Contractor's solution shall provide the ability to grant authorization through role-based security (create, delete, modify and view) access to user interfaces, reports, data elements/field level, and menu items.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC26	The Contractor's solution shall allow access and role changes to be made in real-time with appropriate authorizations.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC27	The Contractor's solution, in order to protect the database from SQL injection attacks, shall access the database from the application through a standard database abstraction layer.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC28	The Contractor's solution shall be easy-to-use and provide a user interface that allows authorized users to edit, create, and implement role-based and group-based security at the data element/field level for authorized users based upon individual characteristics or functional security groups.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC30	The Contractor must limit access to its off-site facilities; including storage facilities. The Department has the right to perform physical security audits of the Contractor's off-site and on-site facilities at the Department's discretion.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC31	The Contractor shall establish security and privacy standards and standard operating procedures. These standards include HIPAA, Federal Information Security Management Act (FISMA), Privacy Act, Federal Tax Information (FTI), and other Federal and State laws, regulations, and policies. The Contractor shall also establish business and technical protocols to ensure that the transmission and storage of information remains secure.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Security	SEC38	The Contractor's solution shall employ malicious code protection mechanisms at IT systems entry and exit points, at workstations, servers, and mobile computing devices on the network to detect and eradicate malicious code.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC39	The Contractor's solution shall use foundational technical standards such as X.509 Certificate format and Public Key Cryptography Standard (PKCS).	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC41	The Contractor shall collaborate with the Systems Integration Services Contractor to integrate the Contractor's solution into the State's integration platform for single sign-on and federated identity management.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC42	The Contractor shall have an overall data security process that supports data security auditing.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC44	The Contractor must be compliant with the security processes outlined in the "Security and Privacy Controls Requirements" document that has been included in the Procurement Library.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC45	The Contractor shall monitor system activity and prevent and detect intrusion, hacking, unusual activity, or system compromise. The Contractor shall immediately report any incidents of such, regardless of the outcome to the state, activate a Department approved communication strategy, perform mitigation activities, and provide continuous status updates to the Department until the issues are resolved to the Department's satisfaction. Only authorized contractor personnel may override system security alerts and edits.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC46	The Contractor shall provide and operate solutions that terminate access immediately and/or generate alerts for conditions that violate security rules, unauthorized attempts to access data and system functions, and system activity based on security parameters.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC47	The Contractor's solution shall ensure that only authorized users have access to systems and data, by requiring the following: - Unique authentication credentials identifiable to each user of the system, not allowing for the re-use of credentials; - Authenticates the receiving entity prior to a system initiated session, such as transmitting responses to case inquiries; - Maintenance of key user information as part of a user profile including user ID, name, employer/state agency, - Identity verification information, and an indicator of employee versus contractor; - Multi-factor user authentication and the ability to restrict or permit a user's access to system functions, features, and processes based on the user's assigned roles based on business need and user security profile and a unique user ID and password and including a read-only access level; - Column and row-level security access, data classification schemes, and/or the designation of data at multiple levels (e.g., case, individual) as restricted or sensitive (e.g., substance abuse treatment data) with the ability to define and implement exclusion controls on a per-user or user-group basis within a multi-level organizational structure, (e.g., external agencies and Appeals units). - A method for authentication of all internal and external users and systems and the ability to deny access to all invalid users and systems; - Encrypted passwords in storage and in transmission; - The capability to automatically suspend users who have not accessed the systems within a time period specified by the Department; - The termination of authorized sessions after a time period of no activity specified by the Department, with a warning message displayed prior to the session timeout; - Enforce a sufficient level of authentication and identification against fraudulent transmission, imitative communications, and deceptive communications by validating the transmission, message, station or individual; and - A method for designated security administrators to set and modify user security access profiles.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC48	The Contractor shall provide to the Department, upon request, a listing of all users having access to the Contractor's module components and/or data with details regarding the access granted to each user.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC49	The Contractor shall provide and operate solutions for security incident reporting and mitigation mechanisms. The Contractor shall preserve and report specified audit data when security violations are detected and mitigated.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC50	The Contractor shall comply with NIST Special Publication 800-111: Guide to Storage Encryption Technologies for End User Devices where required by CMS to protect confidential information stored on end user devices.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC51	The Contractor shall comply with NIST Federal Information Processing Standards (FIPS) Publication 180-4: Secure Hash Standards as required by CMS for use of secure hash algorithms.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC52	The Contractor shall comply with NIST Federal Information Processing Standards (FIPS) Publication 186-4: Digital Signature Standard as required by CMS for use of secure algorithms in digital signatures.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC53	The Contractor shall comply with the Harmonized Security and Privacy Framework - Exchange Reference Architecture Supplement Version 1.0 and as required by CMS.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC54	The Contractor shall comply with the OASIS Web Services Security - Simple Object Access Protocol (SOAP) Message Security Version 1.1 Specifications as required by CMS to build secure web services to implement message content integrity and confidentiality.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC55	The Contractor shall respond to all risks identified through the periodic security risk assessments with a CMS Information Security Program Plan of Action and Milestones (POA&M) containing clarifying information, a proposed mitigation strategy if necessary, a timeline for implementation, and shall work with the Department to successfully execute the POA&Ms.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	

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All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Security	SEC56	The Contractor shall ensure all contractor and subcontractor personnel providing services under this contract are familiar with and comply with the Business Associate Agreement and the privacy and security policies included in the RFP.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC57	The Contractor shall provide logical segregation of the Contractor's solution, components, and network connections with other entities and prevent any unauthorized disclosure of the States' data.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC58	The Contractor's solution code shall never run from a system level account with unlimited privileges such as "root" or "administrator".	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC59	The Contractor shall ensure the confidentiality, privacy, and security of all state data passing through the Contractor and subcontractor networks.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC60	The Contractor shall establish and implement emergency access procedures for the Department to obtain secure access to module data during an emergency. Emergency access procedures shall be subject to the Department's approval.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC61	The Contractor's solution must protect data from improper alteration or destruction including authentication mechanisms and to corroborate that the data has not been altered or destroyed in an unauthorized manner.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC62	The Contractor's solution shall display a security warning banner prior to allowing entry into the system. The solution shall have security warning banners and headers and footers that adhere to Federal, state, and other applicable standards that are prominently displayed introductory screens.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC63	The Contractor shall utilize cloud-based technology wherever advantageous to maximize the efficient and effective utilization of technology.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC64	The Contractor shall ensure user account access is reviewed on a quarterly basis at a minimum. User accounts should be appropriately disabled as roles and responsibilities change.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC66	The Contractor's solution shall meet the minimum password requirements below: 1. Must not contain the user's account name or parts of the user's full name that exceed two consecutive characters 2. Minimum password length: 8 characters 3. Contain characters from 3 of the following 4 categories a. English uppercase characters (A through Z) b. English lowercase characters (a through z) c. Base 10 digits (0 through 9) d. Non-alphabetic characters (for example, !, $, #, %) (these will not work when logging into ReRite from Toshiba printers ... not on the key pad) 4. History: Cannot reuse a password for 24 password changes, user cannot reset password again for 24 hours 5. Expiration time frame: 60 day 6. Lockouts for failed attempts – account locks after 3 failed attempts, will unlock after 15 minutes	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC67	The Contractor's solution shall track disclosures of ePHI; provide authorized users access to and reports on the disclosures.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC68	The Contractor shall support the State in developing a Privacy Impact Analysis for each module or module component that includes the following information: Use of personally identifiable information (PII) or personal health information (PHI) and a description of the types of data that will be collected Sources of PII/PHI, populations, and transfer and disclosure mechanisms Legal environment (legal authorities and state privacy laws) Details about the entities with which the collected information will be shared Privacy and security standards for its business partners and other third parties and the agreements that bind these entities Incident handling procedures Privacy and/or security awareness programs and materials for its workforce	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC70	The Contractor shall provide the ability to de-identify and/or redact data for entities not authorized to receive PII or PHI and utilize de-identification algorithms to allow for re-identification of data if required.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Security	SEC71	The Contractor shall provide a process for masking, sanitizing, scrambling, or de-sensitizing sensitive data (e.g., PII/PHI) when extracting data from the production environment for use in non-production environments.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC72	The Contractor shall review and identify monthly, any unneeded hardware, software, and licenses, present recommendations to the State for review and ensure that any unneeded hardware, software, and licenses have been decommissioned upon approval from the State.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Security	SEC73	The Contractor will provide the completed reports with the results of the service organization control (SOC) 1 Type II audit annually on date identified by the State. The Contractor shall provide a mitigation plan for all areas of non-compliance. Issues found to be non-compliant shall be corrected within forty (40) calendar days of the report submission to the Department.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Financial Information Management	SFMS01	The Contractor shall research and resolve all TIN Mismatch Reports which show all Tax ID's that have returned a mismatch error from the TIN Matching process.	Yes	Option B Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S2 - This functionality is currently offered, but not in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Financial Information Management	SFMS02	The Contractor's staff will follow-up with providers regarding any discrepancies identified by the state auditor and the IRS regarding Backup Withholding "B" notices, 1099s, including FEINs. Enter any corrections needed in the applicable state financial system.	Yes	Option B Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S2 - This functionality is currently offered, but not in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Staffing	STF01	The Contractor shall provide staffing to perform provider enrollment tasks defined by the Agency to include at a minimum: -Receive, review and verify provider information submitted to the screening process; -Verify provider data against Provider databases and the NPPES; -Notify providers to request additional documentation as needed; -Determine provider status; -Update provider record with all necessary enrollment data; -Process and store provider agreements; -Send financial enrollment data to State's financial system; -Activate provider enrollment for benefits/claims transactions in the Benefits Management system; -Review provider information maintenance requests and all supporting materials; and -Verify provider changes prior to updating the provider records. Staffing levels shall be maintained to meet enrollment process SLA's for timeliness and accuracy.	Yes	Option B Provider Services	A - Included in the base release of the proposed solution	S2 - This functionality is currently offered, but not in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Staffing	STF02	The Contractor shall provide Provider Enrollment Call Center staffing sufficient to maintain services that meet or exceed the Service Level Agreements for the Call Center productivity. The Contractor shall describe its staffing model that includes the ratio of staffing to Call Center operation volume (including, for example: total Call Center volume, average call wait time, rate of abandoned calls, length of call, open vs. closed trouble tickets).	Yes	Option B Provider Services	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Staffing	STF03	The Contractor shall designate at least one (1) in-state staff position to conduct site visits. This position is considered to be a key staff position. Other staff will need to be available as necessary to meet SLAs for site visits. Please describe how you can meet the requirement with at least two (2) staff positions for site visit coordination.	Yes	Option B Provider Services	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Staffing	STF04	The Contractor shall designate a Business Operations Manager to lead the Contractor's Business Operations for Provider Screening, Enrollment and Monitoring, including: -Document Management and Workflow Performance -Provider Data Management -Provider Support Services (training and site visits) -Provider Enrollment Call Center -Financial Enrollment Process coordination with State Auditor's Office (SAO) This position is considered to be a key specific management position.	Yes	Option B Provider Services	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Subcontractor	SUB01	The Contractor may use subcontractors for no more than forty percent (40%) of the scope of work included in the contract. The subcontractor 40% will be determined using the highest proportional value among the following factors: subcontract dollar value relative to the overall contract value, subcontractor FTE's relative to the total contract FTE's, subcontractor hours relative to the total contract hours. If the proposed solution to meet the core functional requirements (e.g., core product) is a commercially licensed COTS or SaaS product (e.g., the State will receive a commercially available license for the product), the specific product that satisfies this condition can be excluded from the 40% subcontractor calculation. In Attachment L - Technology Matrix, the vendor must include "Commercially Licensed" in the column titled "Other" for the specific line item. This exclusion does not apply to infrastructure software or software that supports the core product.	No		A - Included in the base release of the proposed solution	S4 - This functionality will be sub-contracted and the sub-contractor is clearly identified in the additional information column	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Subcontractor	SUB02	If the Contractor transfers resources required to fulfill the contract to a third party, the third party is considered a sub-contractor and the transfer will be subject to the 40% subcontractor limitation.	No		A - Included in the base release of the proposed solution	S4 - This functionality will be sub-contracted and the sub-contractor is clearly identified in the additional information column	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Subcontractor	SUB03	The Contractor shall list all subcontractors, if any, in the proposal.	No		A - Included in the base release of the proposed solution	S4 - This functionality will be sub-contracted and the sub-contractor is clearly identified in the additional information column	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Subcontractor	SUB04	The Contractor shall provide a detailed description of all work to be subcontracted to third parties.	No		A - Included in the base release of the proposed solution	S4 - This functionality will be sub-contracted and the sub-contractor is clearly identified in the additional information column	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Subcontractor	SUB05	The Contractor must submit to the Department annually, a Subcontractor Usage Report on the use of subcontractors and certify that all subcontractors are in compliance with the employment practices mandated by federal and State statutes and regulations. The Subcontractor Usage Report must at a minimum contain the total subcontract dollar value, total subcontractor FTE's, total subcontractor hours.	No		A - Included in the base release of the proposed solution	S4 - This functionality will be sub-contracted and the sub-contractor is clearly identified in the additional information column	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Subcontractor	SUB06	The subcontractor will be required to enter into a signed Business Associate Agreement (BAA) as a part of the contract, that is in compliance with the Privacy and Security provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) prior to start of work. The BAA is included in the contract template found in the Procurement Library	No		A - Included in the base release of the proposed solution	S4 - This functionality will be sub-contracted and the sub-contractor is clearly identified in the additional information column	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Subcontractor	SUB07	The Contractor shall allow Department personnel direct access to all subcontractor or third-party personnel serving in critical roles on the project and shall not act as an intermediary between the Department and such parties for questions about the proposed solution or operation of the proposed solution. The Department reserves the right to discuss design, configuration, implementation, operation, routine maintenance, and enhancement of the proposed solution(s) directly with any subcontractors or third parties involved in performing work for the Department.	No		A - Included in the base release of the proposed solution	S4 - This functionality will be sub-contracted and the sub-contractor is clearly identified in the additional information column	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Subcontractor	SUB08	The Department shall have the right to review and approve any subcontracts through the Contractor.	No		A - Included in the base release of the proposed solution	S4 - This functionality will be sub-contracted and the sub-contractor is clearly identified in the additional information column	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Testing	TEST02	At a minimum, the Contractor shall provide sufficient segregated environments to support testing processes that are equivalent to the following: a. Integration Testing: End-to-end testing performed to expose defects in the interfaces and in the interactions between integrated module components or other systems and validate the system's readiness to meet non-functional requirements. b. System testing: The process of demonstrating that a program, function, or integrated system components meets its requirements and objectives as stated in the requirements specification. c. Regression Testing: Testing of a previously tested function following modification to ensure that defects have not been introduced or uncovered, as a result of the changes made. It is performed each time the software or its environment is changed, and typically involves automated testing scripts. d. Parallel Testing: Validates that the system achieves the same results as compared to another system (e.g., a legacy system) or previous software version. e. Performance and Load Testing: Verifies the performance of a system will meet service level agreements and also measures the behavior of the system with increasing load (e.g. number of parallel users and/or numbers of transactions to determine what load can be handled by the system). f. User Acceptance Test: Testing conducted by the user or customer to determine whether or not a system satisfies the defined user acceptance criteria in an isolated environment.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	O - Other	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	
Testing	TEST03	The Contractor must identify and resolve interdependencies that restrict or impede required testing of the Contractor's solution, other enterprise modules, or module components from performing required testing. Unless otherwise identified by the State strategies to resolve interdependencies must be reviewed and approved by the State prior to implementing the resolution strategy.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	O - Other	NA - This is not a functional or technical requirement	
Testing	TEST04	The Contractor shall perform testing and present the results for each of the following test levels: Performance Test results, System Test results, Parallel Test results, Regression Test results, Integration Test results. Test results shall be traced to the use case/user story and design documentation being tested.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Testing	TEST05	The Contractor shall provide sufficient environments and resources for the following: a. Synchronize the software and the data from the production environment and testing and impact analysis environment at a minimum on a quarterly basis or at the discretion of the Department. b. Synchronize the software and the data from the production environment and training environment following software deployments. c. Provide a fully functioning online test environment, which includes batch and online programs, files, and supporting systems. d. Provide technical and functional support to create and analyze "what-if" scenarios and compare results between scenarios in the impact analysis environment. Provide an analysis of outcomes in impact analysis environment and another environment, such as production or test. e. Provide State, Contractor, and IV&V staff a minimum of read-only access to all environments and tools. f. Provide sufficient resources to support the execution of automated regression testing. h. Provide comparative analysis support of regression testing results. i. Conduct testing of approved system configuration changes, corrections or enhancements or before implementation. j. Allow Department resources and contractors designated by the Department to create and edit appropriate data to support testing efforts, including provider, member, and reference data.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	SaaS - Software as a Service	O - Other	Y-The functionality has been security tested based on NIST 800-53 Rev 4.	Test data will be de-identified
Testing	TEST06	The Contractor shall ensure, in order to release code to UAT or production, it must meet the minimum acceptable defect levels: • Critical: 100% have been resolved. • High: 100% have been resolved.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Testing	TEST07	The Contractor shall plan and execute testing for all inbound and outbound interfaces, ensure accurate and secure data transmission between the solution and the ESB and coordinate with external entities as appropriate.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Testing	TEST08	The Department plans to perform UAT on all software releases as part of the contract. The Contractor's approach to establishing testing environments should not impact the Department's ability to conduct continuous UAT in a separate, dedicated environment.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Testing	TEST09	The Contractor shall facilitate UAT as follows: a. Provide test cases and scripts from previous test levels. b. Assist the Department in developing UAT test cases. c. Provide a dedicated UAT environment to the Department and maintain the environment as needed to support continuous UAT throughout design, configure/build and testing. d. Refresh data, execute processes, and migrate releases or code fixes as requested or on an agreed-upon schedule. e. Provide test data. f. Provide a mechanism for the Department to enter defects into the online defect-tracking tool.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Testing	TEST10	The Contractor shall provide Department resources or their designee access to test cases, test results and defect tracking via online tools. The Department reserves the right to inspect artifacts and results at any time.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Testing	TEST11	The Department reserves the right to conduct independent testing of the solution at any time. The Contractor must cooperate with the Department or its designee, and provide environments, data, and technical support for independent testing.	No		A - Included in the base release of the proposed solution	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Testing	TEST12	The Contractor's Performance and UAT test environments shall be sized to be capable of mirroring the production System in its infrastructure, files, databases, processing, and reporting.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Testing	TEST13	The Contractor shall work proactively with the State's designated testing resources to review all test results and provide the necessary system and functional information to create verification procedures and user acceptance test cases.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Testing	TEST14	The Contractor shall coordinate with the Department and specific module component vendors to conduct integration testing.	No		A - Included in the base release of the proposed solution	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Testing	TEST19	The Contractor shall develop test criteria and algorithms for expected outcomes prior to production of reports.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Testing	TEST20	The Contractor shall ensure that the Project Work Plan allocates sufficient time to the State's user acceptance testing activities relative to the detailed scope of work, requirements and gaps, the number of manually executed test cases, and the complexity. of module integration. The Contractor' will be responsible for extended user acceptance testing if the proposed testing duration is not sufficient for the State to validate the module.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.

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All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Training	TRN01	The Contractor shall provide technical training to agency project resources and designated contractors to develop an understanding of how to monitor the system using available tools and dashboards while leveraging technical and functional documentation and/or reports.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Training	TRN04	The Contractor shall update training materials when changes occur.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Training	TRN05	The Contractor shall collaborate with the agency to finalize a training schedule.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Training	TRN06	The Contractor shall maintain and update the training environment with training data to use during user training.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Training	TRN07	The Contractor shall provide train-the-trainer sessions for Agency resources or designated agency resources and other staff responsible for training.	No		A - Included in the base release of the proposed solution	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	NA - This is not a functional or technical requirement	
Training	TRN08	The Contractor shall utilize a variety of delivery methods to best meet the training objectives. Examples include online self-paced training presentations, in-person classroom setting, written material, and demonstrations.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Training	TRN09	The Contractor must provide training necessary to support new functionality and/or major software releases that materially change the user interaction.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Training	TRN10	The Contractor shall provide training to Agency staff and other designated module vendors on the overall data management strategy and investigating data or process issues related to module integration.	No		A - Included in the base release of the proposed solution	S2 - This functionality is currently offered, but not in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Training	TRN11	The Contractor shall develop and maintain electronic training guides and materials to support the Train the Trainer instruction.	No		NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Training	TRN13	The Contractor shall provide training and support to State staff and individuals designated by the State (e.g., IV&V, QA/QC vendor), on the use of DDI tools provided by the contractor. This may include traceability tools, document repositories and testing tools.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S2 - This functionality is currently offered, but not in use by other customers	SaaS - Software as a Service	V - Vendor On-Premise Hosting	NA - This is not a functional or technical requirement	
Training	TRN14	The Contractor shall provide training on the system for UAT testers. The Contractor shall provide updated User and System Documentation to UAT testers to support the UAT effort.	No		B - Requires configuration of the base solution not to exceed 20 FTE hours	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	CS - Custom Solution	O - Other	NA - This is not a functional or technical requirement	
Training	TRN15	The Contractor shall conduct training for identified system/component users on the system relative to their use initially and upon updated functionality prior to the initial production deployment and within 45 days of each major release into the Production environment	Yes	Option B Provider Services	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Training	TRN16	The Contractor's solution shall provide web-based video instruction.	Yes	Option A Provider Services	B - Requires configuration of the base solution not to exceed 20 FTE hours	S1 - This functionality is currently offered, and in use by other customers	CS - Custom Solution	T - Third Party Hosting	NA - This is not a functional or technical requirement	While the content of the web-based video instruction will be custom developed to meet DPHHS needs, the mechanism for delivery of this content is a solution currently in use.
Training	TRN17	The Contractor shall develop and provide as necessary, training for the Provider Community. The training must be structured to address the Contractor's solution functionality for enrollment, maintenance, and revalidation.	Yes	Option B Provider Services	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	NA - This is not a functional or technical requirement	
Workflow	WKF01	The Contractor's workflow solution shall provide a runtime engine that facilitates process events throughout the work type lifecycle.	No		C - Is an integrated third party product (COTS), requires no configuration or custom development	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Workflow	WKF02	The Contractor's workflow solution shall provide configurable work distribution and redistribution based on work type, worker skill, priority, and age of work which can be configured by the State.	No		C - Is an integrated third party product (COTS), requires no configuration or custom development	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Workflow	WKF03	The Contractor's workflow solution shall provide a user-friendly Graphical User Interface (GUI) for process definition, execution, monitoring, and management. Support a role-based interface for process definition that leads the user through the steps of defining the workflow associated with a business process including processes that are managed by Department staff only, and that captures all the information needed by the workflow engine to execute that process.	No		C - Is an integrated third party product (COTS), requires no configuration or custom development	S2 - This functionality is currently offered, but not in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Workflow	WKF04	The Contractor shall support and assist the Department in mapping all business processes and subprocesses to the workflow application and in transitioning from manual to automated process execution.	No		C - Is an integrated third party product (COTS), requires no configuration or custom development	S2 - This functionality is currently offered, but not in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.

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Attachment F - Requirements Response Matrix

All requirements must have responses in each of the following columns: General Status, Production Status, Product Type, and Hosting.

Matrix of Requirements

Requirement Section	Requirement ID	Req. Language	Requirement Option Indicator	Requirement Option Assignment	General Status	Production Status	Product Type	Hosting	Security Tested	Additional Information
Workflow	WKF05	The Contractor's workflow solution shall support work-type processing that includes internal and external dependencies.	No		C - Is an integrated third party product (COTS), requires no configuration or custom development	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Workflow	WKF06	The Contractor's workflow solution shall provide the ability to view alerts and/or reminders by user, by work-type.	No		C - Is an integrated third party product (COTS), requires no configuration or custom development	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Workflow	WKF07	The Contractor's workflow solution shall provide the ability to set alerts and or reminders by user, by work-type.	No		C - Is an integrated third party product (COTS), requires no configuration or custom development	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Workflow	WKF08	The Contractor's workflow solution shall automatically set the state of the work item, based on the processing steps when completed to provide transparent, accurate status of the work at all times.	No		C - Is an integrated third party product (COTS), requires no configuration or custom development	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Workflow	WKF09	The Contractor's workflow solution shall provide supervisors access and control of work by type and by user.	No		C - Is an integrated third party product (COTS), requires no configuration or custom development	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Workflow	WKF11	The workflow engine shall be configured to support capturing business processes using Business Process Model and Notation (BPMN) 2.0 or later, even if the engine uses a separate coding of the rules for execution.	No		D - Is an integrated third party product (COTS), requires configuration	S3 - This functionality is not currently offered, but will offer for this engagement (1st client)	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	The workflow engine does not use a BPMN 2.0 notation to document business processes, but uses a graphically oriented guided rule builder to document and deploy workflow rules and business processes. We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Workflow	WKF12	The workflow engine shall be configured to support the establishment of work queues allowing in-process knowledge, data, and documentation to flow from one-solution to another solution.	No		C - Is an integrated third party product (COTS), requires no configuration or custom development	S2 - This functionality is currently offered, but not in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Workflow	WKF13	The workflow engine shall be configured to support workflow access, assignments, and execution for all essential aspects of the business processes (e.g., provider enrollment, provider screening, client communications).	No		C - Is an integrated third party product (COTS), requires no configuration or custom development	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Workflow	WKF16	The Contractor's solution shall deliver automated business process/workflow management to support the establishment of work queues via an assigned worker portal allowing in-process knowledge, data, and documentation to route from one worker's queue to another as well as across solutions. The Contractor's solution shall ensure compliance with defined processes.	No		D - Is an integrated third party product (COTS), requires configuration	S2 - This functionality is currently offered, but not in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Workflow	WKF17	The Contractor shall configure, support and maintain a configurable document management and workflow solution that meets the State's requirements.	No		C - Is an integrated third party product (COTS), requires no configuration or custom development	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Workflow	WKF18	The Contractor shall have configurable workflow processes to support auto notifications to providers for specific events (e.g., license expiration, revalidation).	No		D - Is an integrated third party product (COTS), requires configuration	S1 - This functionality is currently offered, and in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Workflow	WKF19	The Contractor shall provide links to screening and monitoring databases in the workflow tool if the data isn't available via an automated interface.	No		D - Is an integrated third party product (COTS), requires configuration	S2 - This functionality is currently offered, but not in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.
Workflow	WKF20	The Contractor's solution shall have configurable workflow to present for validation, updates submitted online/electronically by specific criteria (e.g., program type, data type, risk level).	No		D - Is an integrated third party product (COTS), requires configuration	S2 - This functionality is currently offered, but not in use by other customers	PaaS - Platform as a Service	V - Vendor On-Premise Hosting	N- The application has not been security tested based on NIST 800-53 Rev 4.	We see no impediments to achieving the NIST 800-53 Rev 4 moderate designation. For more information please see our responses in the compliance and security sections.

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Attachment J - Service Level Agreements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA01	Contractor must meet the due date for Acceptance of each Deliverable, as indicated in the Work Plan (excludes Implementation Acceptance as defined in Performance Standard #67).	Liquidated Damages: $500.00 per Business Day from the Deliverable Acceptance date in the Work Plan until the date each Deliverable receives Acceptance from the Department.	
SLA02	Contractor shall ensure there are no more than two submissions of any Deliverable to gain Acceptance by the Department using the process defined in Section 7.3 of the Contract. A Deliverable that is not compliant with the Acceptance Criteria as defined in the applicable Deliverable Expectation Document (DED) will not gain Acceptance.	Liquidated Damages: $500.00 per submission per Deliverable requiring more than two submissions.	
SLA03	Contractor shall distribute meeting agendas to invitees at least 24 hours before the start of a scheduled meeting involving project stakeholders. Scheduled meetings include any reoccurring project meetings, meetings identified in the Work Plan or any meeting requested by the Department with at least 48 hours' notice. Contractor shall distribute meeting minutes to meeting attendees within two business days of the scheduled meeting.	Liquidated Damages: $100.00 per occurrence of meeting agendas not being delivered at least 24 hours before the start of a scheduled meeting or meeting minutes not being delivered within two business days of the scheduled meeting.	
SLA05	Contractor's Key Personnel positions may not be vacant for more than 10 Business Days without a qualified substitute (temporary replacement). A qualified substitute must be in place no more than 10 Business Days after the separation date of the vacating resource. The definition of a qualified substitute is someone meeting the requirements of the RFP and Contract Section 4.	Liquidated damages: $500.00 per Business Day after 10 consecutive Business Days a Key Personnel position is vacant without a qualified substitute.	
SLA06	Contractor will have 60 calendar days from the vacancy date to fill a Key Personnel position with a permanent replacement (a position is considered vacant even with the substitute replacement serving in that role).	Liquidated Damages: $500.00 per Business Day after 60 calendar days a Key Personnel positions is vacant without a permanent replacement.	

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Attachment J - Service Level Agreements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA09	Contractor shall ensure that 100% of all critical Priority tickets, (Enhancements, Deficiencies, Maintenance, Research, Configuration and Mass Adjustments) are completed and Implemented by the Required Implementation Date. This SLA is measured based on such tickets due in a calendar month. The Department will establish the Priority and the Required Implementation Date for each ticket based on the business need (e.g., federal law, state law, or regulation). If the Contractor has concerns regarding the Priority or the ability to meet the Required Implementation Date, the Department will meet with the Contractor to discuss the ticket. Where possible, the Department will incorporate the Contractor's feedback.	Liquidated damages: $1,500 per business day per ticket past the Required Implementation Date for any critical Priority ticket without Acceptance from the Department.	
SLA10	Contractor shall ensure that 80% of all high Priority tickets (Enhancements, Deficiencies, Maintenance, Research, Configuration and Mass Adjustments) are Implemented by the Required Implementation Date. Contractor shall ensure that 100% of all high Priority tickets (Enhancements, Defects, Maintenance, Research, Configuration and Mass Adjustments) are Implemented within five business days of the Required Implementation Date. This SLA is measured based on such tickets due in a calendar month. The Department will establish the Priority and the Required Implementation Date for each ticket based on the business need (e.g., federal law, state law, or regulation). If the Contractor has concerns regarding the Priority or the ability to meet the Required Implementation Date, the Department will meet with the Contractor to discuss the ticket. Where possible, the Department will incorporate the Contractor's feedback.	Liquidated damages: $1,000 per Business Day per ticket if either: more than 20% of high Priority tickets past the Required Implementation Date have not received Acceptance from the Department or any high Priority ticket more than five Business Days past the Required Implementation Date has not received Acceptance from the Department.	

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Attachment J - Service Level Agreements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA11	Contractor shall ensure that 75% of all medium Priority tickets (Enhancements, Deficiencies, Maintenance, Research, Configuration and Mass Adjustments) are Implemented by the Required Implementation Date. Contractor shall ensure that 100% of all medium Priority tickets (Enhancements, Deficiencies, Maintenance, Research, Configuration and Mass Adjustments) are Implemented within 10 business days of the Required Implementation Date. This SLA is measured based on such tickets due in a calendar month. The Department will establish the Priority and the Required Implementation Date for each ticket based on the business need (e.g., federal law, state law, or regulation). If the Contractor has concerns regarding the Priority or the ability to meet the Required Implementation Date, the Department will meet with the Contractor to discuss the ticket. Where possible, the Department will incorporate the Contractor's feedback.	Liquidated damages: $500 per Business Day per ticket if either: more than 25% of medium Priority tickets are past the Required Implementation Date have not received Acceptance from the Department or and medium Priority ticket more than 10 business days past the Required Implementation Date has not received Acceptance from the Department.	
SLA12	Contractor shall ensure compliance with all licensing agreements, required to support the proposed Solution and Services. Compliance is defined as the maintenance of licenses and appropriate permitted usage.	Liquidated damages: The cost of the licenses or the damages assessed by the licensor whichever is greater.	

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

Attachment J - Service Level Agreements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA14	Contractor shall thoroughly test the Solution and demonstrate proof of successful Contractor Testing for 100% of the Specifications defined for each Implementation. Contractor can demonstrate proof of successful Contractor Testing by providing Documentation such as system, integration or parallel test results or demonstration of the Specifications including Interfaces/APIs. All Specifications must be tested through the use of testing procedures, verification procedures and other testing methodologies identified in Contract Section 7, Section 3.10.2.6 of the RFP, and the associated testing requirements.	Liquidated damages: $5,000.00 per Implementation in which Contractor is not able to demonstrate that 100% of the Specifications have been met.	
SLA15	Contractor shall maintain environments as mutually agreed upon to perform System validation, integration testing, and Data migration to determine overall production readiness. Each environment must include all of the components to support the intended purpose of that environment. Any component not replicated in a designated environment must be disclosed to the Department and a written explanation as to why this will not affect the inherent use of the environment for its intended purpose.	Liquidated damages: $5,000.00 per environment per month in which Contractor does not maintain an environment as mutually agreed upon.	
SLA16	Contractor shall document all business rules applicable to the functioning of the Module and document any new or changed business rules within 10 Business Days of the implementation of a change.	Liquidated damages: $100.00 per day in which the rules do not match the current functionality of the Module or $100.00 per day beyond the Performance Standard to document a changed business rule.	
SLA17	Contractor's Solution shall ensure 100% of all Data Interfaces identified for the Enterprise Service Bus (ESB) integration are managed and orchestrated by the ESB.	Liquidated damages: $5,000.00 per Data flow or Interface per month in which an Interface within the ESB integration scope of work is not orchestrated by the ESB.	
SLA21	Contractor shall document all Configuration items applicable to the Solution and update Documentation within 10 Business Days of the Implementation of a change.	Liquidated Damages: $100.00 per Configuration item per day not documented or not updated within the 10 Business Day Performance Standard.	

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Attachment J - Service Level Agreements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA22	Contractor shall ensure that the Data integrity error rate and routing errors of any transaction is less than .001%.	Liquidated Damages: $5,000.00 per month if error rate exceeds .001%.	
SLA25	Contractor's Solution shall ensure Data received from real-time Interfaces will be accessible in the Module within three seconds at least 99% of the time; excluding batch interface updates. Performance is measured by a predefined sample measuring timestamp Data was received to the time the Data is available to query in the Module database or presented to the user via a Module user interface.	Liquidated Damages: $2,000.00 per month if user accessibility based on the sample is greater than three seconds for more than 1% of the sample.	
SLA26	Contractor's Solution response time for user-initiated functionality related to the Data store for queries has three tiers: Tier 1 includes simple queries whose output ranges from 1 to 4,999 rows, for which response time shall not exceed three seconds; Tier 2 is for more complex queries whose output ranges from 5,000 to 20,000 rows, for which response time shall not exceed 30 seconds; Tier 3 is for the most complex queries whose output ranges from 20,001 to 100,000 rows, for which response time shall not exceed 60 seconds. Performance is measured by a predefined query compiled by solution provider of the three tiers for a sample measuring of the three tiers until return of accurate output.	Liquidated Damages: $1,000.00 per month if the average response time is greater than three seconds for simple queries or 30 seconds for complex queries for any of the predefined simple and complex queries.	
SLA27	Contractor's Solution shall accommodate a user interface response time of two seconds or less per discrete transaction, unless the response time exceeding two seconds is due to circumstances beyond the control of Contractor.	Liquidated Damages: $1,000.00 per month if the average user interface response time is greater than two seconds, unless the response time exceeding two seconds is due to circumstances beyond the control of Contractor.	

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

Attachment J - Service Level Agreements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA28	Contractor's Solution response time for adding, updating, or deleting Data from operational components shall not exceed three seconds per action. Performance is measured by a predefined sample measuring individually the adding, editing and deleting of Data. Measure from action to completion of process. Validate 1) appropriate action to Data was completed. 2) Review action history for timing.	Liquidated Damages: $1,000.00 per month if average response time is greater than three seconds per action.	
SLA29	Contractor must ensure all of the required Interfaces for the Module operate in accordance with the Specifications, without degradation in performance.	Liquidated Damages: $10,000.00 per month if any of the required Interfaces fail this Performance Standard.	
SLA31	Contractor must ensure all production reports will be available on line for review by the Department pursuant to the following schedule: A. Daily or Weekly Reports – by the end of the Business Day following the end of the reporting period. B. Monthly Reports – by the third Business Day following the end of the reporting period C. Quarterly or Annual reports – by the fifth Business Day following the end of the reporting period.	Liquidated Damages: $500.00 per day per report beyond the Performance Standard.	

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Attachment J - Service Level Agreements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA34	Contractor must, in the event of an unscheduled Module Downtime, restore Availability, using procedures approved in the Business Continuity and Disaster Recovery Plan within four hours from the start of the unscheduled Downtime.	Liquidated Damages: Department shall assess the liquidated damages as specified below for failure to meet the Performance Standard timeframe: $5,000/24 hour period 0 to 72 hours beyond Performance Standard $6,000/24 hour period 73 to 168 hours beyond Performance Standard $7,000/24 hour period > 169 hours beyond Performance Standard.	
SLA35	Contractor shall provide an alternate business site if Contractor's primary business site becomes unsafe or inoperable. The alternate business site must be fully operational within two Business Days of the primary business site becoming unsafe or inoperable.	Liquidated Damages: $5,000.00 for each day the alternate business site is not available to support full business Operations for the Department within two business days of the primary business site becoming unsafe or inoperable.	Option B Provider Services
SLA36	Contractor shall provide detailed Disaster Recovery Plan test results annually to the Department within 30 days of test completion	Liquidated Damages: $500.00 per day beyond the Performance Standard until the detailed Disaster Recovery Plan test results are delivered to the Department.	
SLA39	Contractor shall request any planned Downtime due to scheduled upgrades or Maintenance, outside the normal Maintenance Window, to the Department five Business Days prior to Downtime. Unless the Department consents, it does not qualify as approved Downtime.	Liquidated Damages: $1,000.00 per occurrence if the request for planned Downtime is made with less than a five Business Day notice to the Department.	

Attachment J - Service Level Agreements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA40	Contractor shall notify the Department of any emergency Deficiencies, as defined by the Department causing severe financial or productivity impacts, including Module Downtime, within one hour of the initial Deficiency or within thirty minutes of becoming aware of the issue, whichever is earlier. Contractor shall provide its plan for resolution within four hours of the notification of the Deficiency to the Department and resolve the Deficiency within 24 hours of the notification of the Deficiency to the Department.	Liquidated Damages: Department shall assess the liquidated damages as specified below for failure to meet the Performance Standard timeframe: $5,000/24 hour period 0 to 72 hours beyond Performance Standard $6,000/24 hour period 73 to 168 hours beyond Performance Standard $7,000/24 hour period > 169 hours beyond Performance Standard	
SLA41	Contractor shall notify the Department of any Major Deficiencies, as defined by the Department, causing serious disruption to Operations and Services where there is no alternative or work around, within one hour of becoming aware of the issue. Contractor shall provide its plan for resolution within four hours of the notification of the Deficiency to the Department and resolve the Deficiency within 36 hours of the notification of the Deficiency to the Department.	Liquidated Damages: Department shall assess the liquidated damages as specified below for failure to meet the Performance Standard timeframe: $2,000/24 hour period 0 to 72 hours beyond Performance Standard $3,000/24 hour period 73 to 168 hours beyond Performance Standard $4,000/24 hour period > 169 hours beyond Performance Standard.	
SLA42	Contractor shall notify the Department of any Moderate Deficiency, as defined by the Department, it identifies that affects a small number of users, causes inconvenience, or delays business or prevents use of a fully supported Service within 24 hours of becoming aware of the issue.	Liquidated Damages: $1,000.00 per instance the Department is not notified of a Moderate Deficiency within the Performance Standard timeframe.	

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Attachment J - Service Level Agreements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA44	Contractor shall work collaboratively with the Department to gather, analyze and report findings to the Office for Civil Rights (OCR) for any HIPAA or HITECH incident involving Contractor that affects a population of 500 members or more. Sufficient technical evaluation will be completed by the Contractor to verity the number of member potentially affected.	Liquidated Damages: All costs of mitigation (all Contractor and Department costs) for any HIPAA incident affecting 500 or more members that results from actions attributed to Contractor's performance of the Contract. In addition, Contractor will receive sanctions, if any, determined by the OCR and be responsible for mitigation costs and other associated costs such as call center costs, credit reporting, publications, and media centers.	
SLA46	Contractor shall adhere to applicable State and Federal laws, rules, regulations, guidelines, policies, and procedures relating to information systems, information systems security and privacy, physical security, PHI confidentiality and privacy. Contractor must work with the Department to define and identify that the proposed Solutions or Services meet applicable compliance requirements. If Contractor is out of compliance, a mitigation plan to regain compliance is due to the Department within 10 business days with mitigation and testing to be completed in the timeframe defined in the mitigation plan.	Liquidated Damages: Contractor will assume all liabilities including both the cost to remediate the System and bring it into compliance and the actual cost to the Department for the violation of applicable State and Federal laws, rules, regulations, guidelines, policies, and procedures relating to information systems, information systems security and privacy, physical security, PHI confidentiality and privacy, plus $1,000 a day until the Module is in compliance.	
SLA47	Contractor shall prevent any user or system administrator from having a shared account.	Liquidated Damages: $1,000.00 per occurrence in which a shared account is identified.	
SLA48	Contractor shall have an acceptable documented risk mitigation plan submitted to the Department within 5 business days of risk identification for 100% of high or critical project risks. The Department, after consulting with Contractor, will determine the level of criticality of each project risk.	Liquidated Damages: $1,000.00 per Business Day beyond the Performance Standard for high or critical project risks without the submission of an acceptable risk mitigation plan.	

Attachment J - Service Level Agreements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA51	Contractor will ensure that Module Federal Certification is achieved retroactive to the first day of Operations and continued throughout the Operations Phase. The Contractor is responsible for meeting the Federal standards, conditions and business requirements, formally published by CMS on the date the RFP closes, necessary to ensure initial and continued federal Certification for the operation of the Module and Department to receive full Federal Financial Participation (FFP) and the Federal Medical Assistance Percentage (FMAP) funding . In addition, the Contractor is responsible for meeting any new or modified Federal standards necessary to ensure initial and continued federal Certification, provided that to the extent those standards or requirements are not outside the scope of the RFP and do not result in a material cost impact on Contractor, otherwise the Contractor shall only be required to meet them if and to the extent the parties agree to do so through the Change Order process. Contractor will provide all support requested by the Department during Certification and any recertification conducted by CMS and by the Department. The support will include assisting the Department and CMS in developing artifacts and evidence to support the Certification review. This	Liquidated damages: Contractor must pay the Department the actual damages incurred by the Department related to the Module DDI and Certification, if CMS does not fully compensate the Department at the maximum allowable FFP rate and the FMAP for the Module as delivered by the Contractor. The actual damages are the difference between the total of the sums of monies actually received from CMS by the Department and the total of the sums of monies that could have been received by the Department at maximum allowable FFP and the FMAP rate.	

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Attachment J - Service Level Agreements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA52	Contractor shall work cooperatively with all other contractors and offer timely support in integrating Solutions within the State's healthcare programs enterprise. Timely shall be defined as scheduling of a meeting within five business days, review of applicable documentation within five business days and scheduling of testing within five Business Days and ensuring the appropriate Contractor staff is participating. Days begin based on a request by the Department or another contractor.	Liquidated damages: $1,500.00 per request in which the Performance Standard is not met.	
SLA53	Contractor shall ensure that 99% of all Data converted is correctly mapped and usable by the scheduled completion date in the Work Plan.	Liquidated damages: $500.00 per day in which less than 99% of all Data converted is correctly mapped and usable beyond the scheduled completion date in the Work Plan.	
SLA54	Contractor is required to maintain a Data dictionary, accessible electronically, that shall be updated within 10 Business Days of any change.	Liquidated damages: $100.00 per day in which the Data dictionary does not match current functionality of the Module.	
SLA57	Contractor shall ensure accurate processing in accordance with the applicable Specifications of all electronic data interchange (EDI) transactions.	Liquidated damages: $1,000.00 per day in which the Performance Standard is not met.	
SLA60	Contractor shall maintain up to date System Design Documentation and System Documentation. Documentation shall be updated within 10 business days of the Implementation of a change.	Liquidated damages: $100.00 per document per day the Documentation does not match the functionality of the Module or $100.00 per day beyond the Performance Standard to document an applicable change.	
SLA61	Contractor shall maintain up to date functional Documentation including both User Documentation and the Operations Procedures Manual. Documentation shall be updated within 10 business days of the Implementation of a change.	Liquidated damages: $100.00 per document per day the Documentation does not match the functionality of the Module or $100.00 per day beyond the Performance Standard to document an applicable change.	
SLA62	Contractor's Solution shall ensure access for the required number of concurrent users, according to the Specifications, necessary for the administration of the Department's business functions without limitation of user access and compliance with Performance Standards.	Liquidated Damages: $500.00 per day if the required number of concurrent users is not supported by Contractor's Solution.	

Attachment J - Service Level Agreements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA63	Contractor shall perform patching and corrections to mitigate security vulnerabilities of a critical nature within three Business Days and those of a major nature within 10 Business Days. The Department will determine the level of criticality in consultation with the Contractor.	Liquidated Damages: $5,000.00 per occurrence if the patch or correction is not Implemented within the Performance Standard timeframe.	
SLA64	Subject to receiving the Department's approval as provided in contract Section 25.28, Contractor will provide a statement indicating approval by the Department for any publicity concerning the Contract, including, but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor. The Department will provide Contractor with the applicable statement.	Liquidated Damages: $5,000 per public notice in which the Department's applicable statement was not used or the Department did not approve of the public notice.	
SLA65	Damages may be assessed if Contractor fails to meet other contract and RFP requirements. The performance criteria will have a performance measure and scoring mechanism established in this Contract through negotiation with Contractor.	Liquidated Damages: Contractor will be assessed damages equal to $500 per day for each day that Contractor fails to meet Contract and RFP requirements without specified liquidated or actual damages.	
SLA66	Contractor shall provide accurate responses to all Department Change Requests for Enhancements including proposed Solution and pool hours/cost within 10 days for low complexity projects, 20 days for medium complexity projects or 30 days for high complexity projects, from submission of a Department Change Request for an Enhancement. The Department will determine the level of complexity in consultation with Contractor.	Liquidated damages: $200 per day for each day an acceptable Change Request for an Enhancement is not timely received by the Department from Contractor. "Acceptable" means that the Change Request for an Enhancement from Contractor includes Contractor's proposed Solution and associated pool hours/costs to comply with request made by the Department.	

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Attachment J - Service Level Agreements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA67	Contractor must receive Implementation Acceptance from the Department for each scheduled Implementation no later than the Acceptance Date in the Work Plan.	Liquidated Damage: Department shall assess liquidated damages as noted below for each business day from the Acceptance Date in the Work Plan until the required scope for the Implementation is Operational in accordance with its applicable Specifications and receives Acceptance from the Department: $1000 per business day for the first 10 Business Days $2000 per Business Day for the next five Business Days $3000 per Business Day for the next five Business Days $4000 per Business Day for each Business Day thereafter	
SLA68	Contractor shall notify the Department within the time period described in the Business Associates Agreement following the identification of any potential or actual Security Incident, including any physical or system breach, any attack, or the introduction of any disabling device, related to the System. Contractor shall take corrective action to mitigate the potential or actual major or minor Security Incident within two hours following the identification of each potential or actual Security Incident.	Liquidated damages: $2,500 per Security Incident per day in which the Department is not notified by Contractor of an incident within the time period described in the Business Associates Agreement for identification or Contractor fails to take corrective action mitigation of the potential or actual Security Incident within two hours following the identification of each incident.	
SLA69	Contractor shall provide a written report and assessment to the Department within 24 hours following the identification of any Security Incident detailing all actions taken concerning the incident, including the type of incident, the current status, and any potential impact(s).	Liquidated Damages: $1,000.00 per Security Incident per day in which Contractor fails to provide the Department with a detailed Security Incident report.	

Attachment J - Service Level Agreements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA70	Contractor shall ensure that the Agency-defined data extract is supplied accurately to the Data Warehouse. The Contractor shall supply the response file(s) in the format requested by the Agency by the date and time (weekly) agreed upon.	Liquidated Damages: $1000.00 per twenty-four (24) hours after the minimum weekly transfer window has passed where the Data Warehouse is not in receipt of an uncorrupted, readable extract.	Option B Provider Services
SLA71	Contractor shall staff the provider enrollment Call Center toll-free phone lines from 8:00 a.m. to 5:00 p.m., Mountain Time, on all State business days, Monday through Friday (excluding State holidays). The Contractor shall generate a report which includes, at a minimum, the time and date stamp phone lines were open and when phone lines were turned off.	Liquidated Damages: $90.00 per quarter hour (15 minutes) that the Call Center is not operational during 8:00 a.m. to 5:00 p.m., Mountain Time, on all State business days Monday through Friday (excluding State holidays).	Option B Provider Services
SLA72	Contractor shall respond to telephone and written inquiries with a researched response, or with an accurate resolution to the inquiry within two (2) business days. This SLA covers the 25% of telephone inquiries that are not able to be resolved during first contact. The Contractor shall generate a report to track request date against the response date. The Agency will perform monitoring of the accuracy and consider document availability factors.	Liquidated Damages: $50.00 per business day per inquiry that is not responded to within two (2) business days.	Option B Provider Services
SLA73	Contractor shall respond to telephone and written inquiries with a researched response, or with an accurate resolution to the inquiry with at least ninety-seven percent (97%) accuracy. This SLA covers the 25% of telephone inquiries that are not able to be resolved during first contact. The Contractor shall generate a report to track request date against the response date. The Agency will perform monitoring of the accuracy and consider document availability factors.	Liquidated Damages: $125.00 per month that the accuracy rate falls below ninety-seven percent (97%).	Option B Provider Services

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Attachment J - Service Level Agreements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA74	Contractor shall process to completion all approved provider enrollment financial information documents into the applicable state financial system e.g., the Wyoming Online Financial System (WOLFS), with at least ninety-nine percent (99%) accuracy. The Agency will conduct monitoring of the accuracy of keyed financial information within the applicable financial system, e.g., WOLFS.	Liquidated Damages: $125.00 per month that the accuracy rate falls below ninety-nine percent (99%).	Option B Provider Services
SLA75	Contractor shall process to completion 100% of all approved provider enrollment financial information documents into the applicable state financial system e.g., the Wyoming Online Financial System (WOLFS), within two (2) business days of provider approval. The Contractor shall generate a report to track received financial information to process against actual processed documents.	Liquidated Damages: $50.00 per business day per financial document not processed into the state financial system e.g., WOLFS, within two (2) business days.	Option B Provider Services
SLA76	Contractor shall ensure that less than one percent (1%) of total monthly calls should be escalated to the Agency for resolution that are clearly within the scope of work of the Contractor. This does not apply to subject areas where the Agency and the Contractor have agreed in advance require Agency determination. The Contractor shall track at a minimum: percentage of calls escalated to the Agency, reason for escalation, and outcome. This Operational Report will be provided to the Agency monthly.	Liquidated Damages: $150.00 per full percentage point above one percent (1%) of calls escalated to the Agency each month.	Option B Provider Services
SLA77	Contractor shall complete one hundred percent (100%) of all moderate and high risk provider pre- and post-enrollment onsite screenings within seven (7) business days. The Contractor shall generate a report to track moderate and high risk providers ready for a site visit against the number of site visits actually performed within the seven (7) business day window.	Liquidated Damages: $50.00 per business day per screening not completed within seven (7) business days.	Option B Provider Services

Attachment J - Service Level Agreements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA78	Contractor shall ensure the onsite screening checklist will be completed and keyed into the applicable provider profile within the solution with ninety-seven percent (97%) accuracy. The Agency will perform monitoring of the accuracy of entry and completeness of the checklist.	Liquidated Damages: $125.00 per month that the accuracy rate falls below ninety-seven percent (97%).	Option B Provider Services
SLA80	Contractor shall ensure researched and resolved TIN Mismatch Reports will be corrected in the solution with ninety-nine percent (99%) accuracy. The Contractor shall generate a report to track resolved provider TIN against the original TIN mismatched report. The report will include time and date stamps.	Liquidated Damages: $125.00 per month that the accuracy rate falls below ninety-nine percent (99%).	Option B Provider Services
SLA81	Contractor shall ensure the total number of busy signals, disconnected calls, and abandoned calls measured against the total inbound calls shall not exceed five percent (5%) per day. The Contractor shall generate a report to track all inbound calls against answered calls, including abandonment rate, hold time before initial answer, time placed on hold after call is answered, average talk time, and speed to answer--at a minimum, and for each phone line	Liquidated Damages: $250.00 per day where busy signals, disconnected calls, and abandoned calls exceeds five percent (5%) of total inbound calls.	Option B Provider Services

Attachment J - Service Level Agreements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA82	Contractor shall ensure the average speed to answer must be less than or equal to sixty (60) seconds, after the caller makes a selection in the IVR. The Contractor shall generate a report to track all inbound calls against answered calls, including abandonment rate, hold time before initial answer, time placed on hold after call is answered, average talk time, and speed to answer--at a minimum, and for each phone line.	Liquidated Damages: $1,250 per month that the average speed to answer is between sixty (61) seconds and ninety (90) seconds. $2,500 per month that the average speed to answer is between ninety-one (91) seconds and one hundred and twenty (120) seconds. $5,000 per month that the average speed to answer is greater than one hundred and twenty-one (121) seconds.	Option B Provider Services
SLA83	Contractor shall be able to pull specific phone call recordings (inbound and outbound calls) when given the date and time, and provide them to the Agency upon request.	Liquidated Damages: $100.00 per occurrence if not able to produce specific recorded calls.	Option B Provider Services
SLA84	Contractor shall ensure provider questions and concerns are resolved seventy-five percent (75%) of the time upon first contact with the Call Center. The Contractor shall supply the metrics to the Agency, monthly (at a minimum) to demonstrate first call resolution.	Liquidated Damages: $150.00 per day below seventy-five (75%) call resolution.	Option B Provider Services
SLA85	Contractor's Call Center staff will document, in Customer Relationship Management (CRM) system, all the information they provide to callers during first contact, and any subsequent follow-ups, one hundred percent (100%) of the time. The Contractor shall make available to the Agency view access into the CRM (expected: three (3) view-only seats).	Liquidated Damages: $100.00 per percentage below one hundred percent (100%).	Option B Provider Services

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Attachment J - Service Level Agreements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA86	Contractor shall survey no less than every 10th caller to rate the quality, timeliness, and other service delivery elements carried out by the Call Center. Callers shall report Call Center satisfaction at or above eighty percent (80%). The Contractor shall combine caller satisfaction scores to determine the average satisfaction percentage score. Score and surveys will be provided to the Agency, monthly.	Liquidated Damages: $500.00 per month below eighty percent (80%) satisfaction.	Option B Provider Services
SLA87	Contractor's staff will perform provider enrollment duties including, but not limited to tasks within requirement STF01. Duties and tasks will be completed with ninety-seven percent (97%) accuracy. The Contractor shall generate a workflow report that tracks tasks and duties against completed work. Report will be provided to the Agency, monthly. The Agency will perform monitoring for accuracy of completed tasks.	Liquidated Damages: $300.00 monthly for monitoring of completed tasks falling below ninty-seven percent (97%) accuracy, unless specifically stated in a separate SLA.	Option B Provider Services

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Attachment J - Service Level Agreements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA88	Contractor's staff will perform provider enrollment duties including, but not limited to tasks within requirement SFT01. Duties and tasks will be completed within an average of two (2) business days and 100% completion of all tasks within five (5) business days unless specifically stated in a separate SLA. This applies to each period (e.g.: incomplete application returned to the provider). Factors outside of Contractor control, such as the response time by the provider to request for additional information, are not considered. The Contractor shall generate a workflow report that minimally tracks: task time-stamps (incoming and completed), tasks against completed work, average time to complete each task, and time taken by the provider to supply additional information or make corrections. Report will be provided to the Agency, monthly. The Agency will perform monitoring for timeliness and accuracy of completed tasks.	Liquidated Damages: $100.00 for each occurrence for tasks taking longer than five (5) days, unless specifically stated in a separate SLA.	Option B Provider Services
SLA89	Contractor shall ensure ninety-five percent (95%) of all incoming documents received, staff site visit documentation, and/or other applicable documentation must be scanned into the system within two (2) business days. The remaining five percent (5%) of documents must be scanned within five (5) business days. The Contractor shall generate a report to track all incoming documents. The report will include time and date stamps for when a document was received and when a document was scanned. The Contractor shall conduct internal quality checks on the documents scanned.	Liquidated Damages: $50.00 per late scanning occurrence above the remaining five percent (5%) of remaining documents past the five (5) business day mark.	Option B Provider Services

Attachment J - Service Level Agreements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA90	Contractor shall staff the provider enrollment Call Center and maintain staff for site visits at the level agreed upon in the contract. Staffing includes all key and non-key staff. The Contractor and Agency shall agree to the number of FTE within the contract. A FTE is measured as two thousand and eighty (2,080) hours.	Liquidated Damages: $5000.00 per month, per FTE, below the staffing number established in the Contract/Participating Addendum.	Option B Provider Services
SLA91	Contractor will have forty-five (45) calendar days to fill an appropriate staff position or key staff position with a permanent resource even when a qualified substitute is in place. The Contractor shall notify the Agency when management and key positions are vacated, subsequently filled by a qualified replacement, and finally filled by qualified permanent staff.	Liquidated Damages: $200.00 liquidated damages per week after forty-five (45) calendar days where a key position remains vacant.	Option B Provider Services

Attachment J - Service Level Agreements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA92	Contractor's Call Center staff will notify the provider of discrepancies within one (1) business day of any discrepancies identified regarding the Backup Withholding "B" notices, 1099s, including FEINs. Staff will attempt to notify the provider via phone call. If the provider was not reached by phone, Call Center staff will perform a second attempt to rectify the discrepancy through email. Upon resolution, Call Center staff will correct the discrepancy within the applicable state financial system, such as the Wyoming Online Financial System (WOLFS), with ninety-nine percent (99%) accuracy within two (2) business days of receipt of the resolved discrepancy. The Contractor shall generate a workflow report that tracks tasks and duties associated with discrepancies identified by the SAO and IRS regarding Backup Withholding "B" Notices, 1099s, including FEINs, against completed work. Report will be provided to the Agency, monthly. The Agency will perform monitoring for accuracy and timeliness of completed tasks.	Liquidated Damages: $25.00 per occurrence when the provider was not contacted one (1) business day after an identified discrepancy. $10.00 per day after two (2) business days of receipt of the resolved discrepancy without correction in the state financial system. $125.00 per month that the accuracy rate falls below ninety-nine percent (99%) of all corrections made to the state financial system regarding Backup Withholding "B" notices, 1099s, including FEINs.	Option B Provider Services
SLA98	The Contractor's Solution shall ensure that the maximum amount of time between the initiation of a transaction and the confirmation receipt of the transaction by the Enterprise Service Bus (ESB) will not exceed two seconds, unless the response time exceeding two seconds is due to circumstances beyond the control of Contractor.	Liquidated Damages: $5,000.00 per month if the average latency of ESB orchestrated transactions exceeds the Performance Standard.	

Attachment J - Service Level Agreements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA101	Contractor's performance monitoring dashboard must have Availability 99% of the time, 24 hours a day, seven days a week, excluding Department approved planned Downtime. Availability is calculated as follows: Availability percentage = unplanned Downtime (Total Downtime-approved Downtime) divided by Total time (24X7).	Liquidated Damages: Department will assess as specified below, per hour for each hour, or portion thereof, if the performance monitoring dashboard fails to meet the 99% Availability Performance Standard. ☐ $1,000/hour 0 to 24 hours beyond the Performance Standard ☐ $2,000/hour 24 to 48 hours beyond the Performance Standard ☐ $3,000/hour > 48 hours beyond the Performance Standard	

Attachment J - Service Level Agreements

ID	Performance Standards	Liquidated Damages	Performance Standard Optional Assignment (for Provider Services Option A and/or Option B)
SLA102	Contractor's Solution must have Availability 99.5% of the time, 24 hours a day, seven days a week, excluding Department approved planned Downtime. Availability is calculated as follows: Availability percentage = unplanned Downtime (Total Downtime-approved Downtime) divided by Total time (24X7).	Liquidated Damages: Department will assess as specified below, per hour for each hour, or portion thereof, if any of Contractor's Solutions fails to meet the 99.5% Availability Performance Standard. ☐ $1,000/hour 0 to 24 hours beyond the Performance Standard ☐ $2,000/hour 24 to 48 hours beyond the Performance Standard ☐ $3,000/hour > 48 hours beyond the Performance Standard	

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APPENDIX D. IRREVOCABLE LETTER OF CREDIT

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APPENDIX D - IRREVOCABLE LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT **Submitted to the State of Montana**			**DATE OF LETTER OF CREDIT**
LETTER OF CREDIT NUMBER	**CONTRACT NUMBER**	**AMOUNT (U.S. DOLLARS)**	**CONTRACT EXPIRATION DATE**

CUSTOMER NAME AND ADDRESS	**ISSUING FINANCIAL INSTITIUTION NAME AND ADDRESS**	**BENEFICIARY NAME AND ADDRESS**

The purpose of this Irrevocable Letter of Credit is to create a primary obligation on the part of the Issuing Financial Institution to the State of Montana relating to the above-captioned matter.

Funds in an amount up to but not exceeding the amount noted above are available prior to the contract expiration date, plus 60 calendar days thereafter. The Issuing Financial Institution agrees to honor this Irrevocable Letter of Credit upon receipt of a properly dated and signed letter demanding payment. No other documentation or substantiation will be requested or required. The check for the amount requested will be transmitted within 10 days of the receipt of a letter as long as it is presented to the Issuing Financial Institution on or before the close of business within 60 calendar days of the contract expiration date.

This Irrevocable Letter of Credit shall be deemed automatically extended without amendment for one year from the contract expiration date, or any future expiration date, unless 60 days prior to any expiration date, the Issuing Financial Institution notifies the State of Montana that they elect not to consider this Letter of Credit renewed for any such additional period. Notice of nonrenewal will be sent to the State Procurement Bureau, Department of Administration, P.O. Box 200135, Helena, MT 59620-0135.

This Letter of Credit is subject to and governed by the International Chamber of Commerce Uniform Customs and Practice for Commercial Documentary Credits (2007 Revision) (UCP No. 600), the laws of the State of Montana (Mont Code Ann. §§ 30-5-101, *et seq.*), and Administrative Rule of Montana 2.5.502. In the event of any conflict, the laws of the State of Montana will control with venue in Lewis and Clark County.

Sincerely,

Authorized Signature – Issuing Financial Institution

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APPENDIX E. SOURCE CODE ESCROW AGREEMENT

This Appendix has been intentionally omitted as not being relevant unless and until the Department requests that Contractor deliver Custom Software to the Department as part of the Module. In that event, the parties will address clarifications to the Contract terms regarding Custom Software and the parties' related rights and obligations, to clarify the terms regarding source code escrow, for instance to provide that the Department would be made a beneficiary of Contractor's existing source code escrow agreement.

Upon mutual agreement, and subject to written acceptance, the Contractor shall provide Source Code for the current version of the Custom Software as a Deliverable on a quarterly basis in lieu of placing the source code in escrow.

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APPENDIX E

SOURCE CODE ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement") is made as of this __ day of _____, 20__ (the "Effective Date"), among _____ ("ESCROW AGENT"), _____ ("LICENSOR"), and the State of Montana acting by and through the Department of Public Health and Social Services ("LICENSEE").

RECITALS

LICENSOR and LICENSEE have entered into a Contract dated the Effective Date (the "Medicaid Management Information System Contract") to license certain Application Software and Third-Party Software (as described in the Medicaid Management Information System Contract) (the "Software") upon specified terms and conditions; and

To assure the continued availability and usefulness of such Software, LICENSOR has agreed to establish and maintain in escrow with ESCROW AGENT the Software source code and certain documentation therefor.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Deposit in Escrow.

1.1 Within 30 days of the Effective Date as defined in the Medicaid Management Information System Contract, LICENSOR shall deliver to ESCROW AGENT a sealed package containing the same current version of the source code for the Software which is owned by third parties, licensed to LICENSEE by LICENSOR, and is described as the Contractor Software in the Medicaid Management Information System Contract, programmer notes, its database schema and architecture, and its related documentation (collectively, the "Source Materials"). LICENSOR shall identify each item in said package and certify the completeness and accuracy of the Source Materials in a letter forwarding the same to ESCROW AGENT, with a copy of each letter to LICENSEE. Immediately upon receipt of the package, ESCROW AGENT shall give notice to LICENSEE of such receipt.

1.2 LICENSOR shall deliver revisions of the Source Materials, including the Source Code for the Software, to ESCROW AGENT as and when corresponding revisions of the Executable Code for the Software are delivered to LICENSEE in accordance with the Medicaid Management Information System Contract. At such time as any modifications or revisions to the Source Materials are deposited with ESCROW AGENT, LICENSOR shall give written notice of such deposits to LICENSEE.

1.3 ESCROW AGENT shall acknowledge receipt of all revisions of or additions to the Source Materials by sending written acknowledgment thereof to both LICENSOR and LICENSEE.

1.4 Upon receipt of a new revision, ESCROW AGENT agrees to return to LICENSOR all such Source Materials from previous revisions as specified by LICENSOR in writing to ESCROW AGENT.

2. Release From Escrow.

2.1 ESCROW AGENT shall seven days following receipt of an affidavit, which is from an officer of LICENSEE to ESCROW AGENT sent via certified mail with return receipt requested, and which states that one of the following events has occurred, proceed in accordance with the procedure described in Sections 2.3 through 2.7 below if:

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2.1.1 LICENSOR has made an assignment for the benefit of creditors; or

2.1.2 LICENSOR institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind; or

2.1.3 A receiver or similar officer has been appointed to take charge of all or part of LICENSOR's assets; or

2.1.4 LICENSOR terminates its maintenance and support services for LICENSEE for the Software or breaches its support and maintenance obligations for the Software for LICENSEE, whether due to its ceasing to conduct business generally or otherwise; or

2.1.5 LICENSOR fails to make timely payments of fees and other costs required under this Agreement.

2.2 LICENSEE shall send a copy of the affidavit to LICENSOR via certified mail with return receipt requested, simultaneously with its affidavit to ESCROW AGENT. Upon its receipt of the affidavit as provided above in Section 2.1, ESCROW AGENT shall immediately give written notice to LICENSOR, attaching a copy of the affidavit to the notice, via certified mail with return receipt requested.

2.3 Upon receipt of such notices in accordance with Sections 2.1 and 2.2, LICENSOR shall have 30 days to review LICENSEE's affidavit requesting release from escrow as provided for in Section 2.1 above.

2.4 If LICENSOR does not give notice to ESCROW AGENT within the 30 days provided in Section 2.3 that LICENSEE's request for release from escrow is contested by LICENSOR, ESCROW AGENT shall automatically release the Source Materials to LICENSEE. The Source Materials shall be used by LICENSEE subject to the Medicaid Management Information System Contract and solely for support and maintenance for the Software within the provisions of the Medicaid Management Information System Contract. Delivery of the Source Materials to LICENSEE in accordance with provisions hereof shall automatically terminate this Escrow Agreement.

2.5 If LICENSOR does give ESCROW AGENT notice within the 30 days provided in Section 2.3 that LICENSEE's request for release from escrow is contested by LICENSOR, ESCROW AGENT shall retain the Source Materials in escrow while LICENSOR and LICENSEE either:

2.5.1 Settle the dispute among themselves and jointly give notice to ESCROW AGENT in writing of the result; or

2.5.2 Submit the dispute to litigation for resolution in accordance with the terms of this Agreement.

2.6 In the event of litigation, ESCROW AGENT shall dispose of the Source Materials as directed by the court of competent jurisdiction's finding given in writing to all parties.

2.7 Each party shall bear its own costs incurred in any litigation as set forth in Section 2.5 above

3. Ownership of Source Material.

3.1 The tangible medium comprising the escrowed Source Materials, but not the source code or technical specifications and other information embodied in such tangible media, shall be in the possession of ESCROW AGENT as soon as such material is received by ESCROW AGENT and at all times until the Source Materials are returned to LICENSOR or to LICENSEE as outlined in Section 2 above.

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3.2 ESCROW AGENT, LICENSOR, and LICENSEE recognize and acknowledge that ownership of the source code itself shall remain the sole and exclusive proprietary property of LICENSOR at all times and that nothing in this Agreement shall be interpreted to deprive LICENSOR of any right, title or interest in or to the Source Materials.

3.3 It is expressly understood and agreed that LICENSEE's right to obtain the source code and other documentation from escrow is subject to the terms described in Section 8 of the Medicaid Management Information System Contract and that LICENSEE shall have no right or claim to LICENSOR's proprietary rights in the Software.

4. Storage and Security.

4.1 ESCROW AGENT will act as custodian of the Source Materials until the escrow is terminated. ESCROW AGENT shall establish, under its control, a secure receptacle for the purpose of storing the Source Materials.

4.2 The Source Materials deposited with ESCROW AGENT by LICENSOR pursuant to this Escrow Agreement shall remain the exclusive property of the LICENSOR, except as otherwise provided in Section 2.

4.3 Except as provided in this Agreement, ESCROW AGENT agrees that:

4.3.1 It shall not divulge, disclose or otherwise make available to any parties other than LICENSOR or LICENSEE, or make any use whatsoever, of the Source Materials;

4.3.2 It shall not permit any person access to the Source Materials, except as may be necessary for ESCROW AGENT's authorized representatives to perform its functions under this Agreement;

4.3.3 Access to the Source Materials by LICENSOR shall be granted by ESCROW AGENT only to those persons duly authorized in writing by a competent officer of LICENSOR or as provided herein; and

4.3.4 Access to the Source Materials shall not be granted without compliance with all security and identification procedures instituted by ESCROW AGENT.

4.4 ESCROW AGENT shall, upon LICENSEE's request and pursuant to the Medicaid Management Information System Contract, verify or determine that the Source Materials deposited with ESCROW AGENT by LICENSOR do, in fact, consist of those items which LICENSOR is obligated to deliver under any agreement.

4.5 ESCROW AGENT shall accept, store and deliver the Source Materials deposited with it by LICENSOR, in accordance with the terms and conditions of this Agreement.

4.6 If any of the Source Materials held in escrow by ESCROW AGENT shall be attached, garnished or levied upon pursuant to an order of court, or the delivery thereof shall be stayed or enjoined by an order of court, or any other order, judgment or decree shall be made or entered by any court affecting the Source Materials or any part thereof of any act of ESCROW AGENT, ESCROW AGENT is hereby expressly authorized in its sole discretion to obey and comply with all orders, judgments or decrees so entered or issued by any court, without the necessity of inquiring whether such court had jurisdiction, and in case ESCROW AGENT obeys or complies with any such order, judgment or decree, ESCROW AGENT shall not be liable to LICENSEE, LICENSOR or any third party by reason of such compliance, notwithstanding that such order, judgment or decree may subsequently be reversed, modified or vacated.

4.7 ESCROW AGENT shall, at its expense, indemnify, defend, and hold harmless LICENSEE, its employees, officers, directors, contractors and agents from and against any losses, liabilities,

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damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any breach of Section 4.3.

5. Termination. LICENSEE and LICENSOR may terminate this Agreement by mutual written agreement, giving 60 days notice to ESCROW AGENT. This Agreement may also be terminated in accordance with the terms of Section 2.

6. Good Faith Reliance. ESCROW AGENT shall act in good faith reliance upon any instruction, instrument, or signature believed in good faith to be genuine and may assume that any person purported to give any writing, notice, respect, advice, or instruction in connection with or relating to this Agreement has been duly authorized to do so.

7. Fees. ESCROW AGENT shall be entitled to reasonable compensation for performance of its duties hereunder and for establishment of the escrow described herein. LICENSOR shall pay for the costs to establish, maintain, and verify the escrow described herein.

8. Entire Agreement. Except to the extent this Agreement incorporates by reference specific sections of or definitions from the Medicaid Management Information System Contract, this Agreement constitutes the entire Agreement among the parties, including the subject matter hereof and shall supersede all previous communications, representations, understandings and agreements, either oral or written between the parties. This Escrow Agreement is intended to be and shall be treated as an agreement separate and distinct from the Medicaid Management Information System Contract.

9. Notice. Notice will deemed to be given by the parties under the Agreement if in writing and delivered personally or by messenger, by telecopier or facsimile, or mailed by first-class, registered, or certified mail, postage prepaid, to the addresses noted below the signatures on the Agreement. Each party will provide notice to the other of changes to such addresses.

10. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Montana. LICENSOR and ESCROW AGENT consent to personal jurisdiction in that State. The exclusive venue of any action hereunder, including arbitration (if any), shall be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.

11. Severability. In the event any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

12. Headings. The headings in this Agreement do not form a part of it, but are for convenience only and shall not limit or affect the meaning of the provisions.

13. Medicaid Management Information System Contract Terms. Capitalized terms not defined in this Agreement shall have the meanings provided in the Medicaid Management Information System Contract. However, to the extent this Agreement is in conflict with the Medicaid Management Information System Contract, the terms of this Agreement shall prevail.

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IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the Effective Date.

STATE OF MONTANA,
DEPARTMENT OF PUBLIC
HEALTH AND SOCIAL SERVICES

Name: _____
Title: _____
Date: _____
Notice Address: _____
_____
_____
Attn: _____
Facsimile No.: _____

_____

Name: _____
Title: _____
Date: _____
Notice Address: _____
_____
_____
Attn: _____
Facsimile No.: _____

ESCROW AGENT

By: _____
Printed Name: _____
Title: _____
Date: _____

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

APPENDIX F. FEDERAL REQUIREMENTS

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

APPENDIX F - FEDERAL REQUIREMENTS

1 Generally

1.1 Contractor, in addition to the federal requirements specified in this Contract and any appendices to this Contract, must comply with the applicable federal requirements and assurances for recipients of federal grants provided in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", and in the Department's "CERTIFICATION OF COMPLIANCE WITH CERTAIN REQUIREMENTS FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES (MAY 2011)". Those assurance documents must be signed by Contractor and submitted to the Department prior to the signing of this Contract.

1.2 Contractor is responsible for determining which requirements and assurances are applicable to Contractor.

1.3 Contractor must ensure compliance of its subcontractors with the applicable federal requirements and assurances and any related reporting requirements.

2 Federal Financial Requirements

2.1 Contractor must maintain appropriate financial, accounting and programmatic records necessary to substantiate conformance with federal requirements governing fund expenditures, even if this Contract is not cost / budget based.
31.2.2 Contractor must comply with the federal audit requirements set forth in 2 CFR 200.201 through 200.521
31.2. 3 Contractor must comply with the federal cost and accounting principles set forth in 2 CFR 200,400 through 200.475.

3 Political and Lobbying Activities

3.1 Federal monies received by Contractor under the terms of this Contract may not be used for any political activities by Contractor, its employees or agents except as expressly permitted by state and federal legal authorities.

3.2 As required by 31 U.S.C. §1352 and 45 CFR §93.100 et seq., federally appropriated monies may not be used to influence or attempt to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress or an employee of a member of the U.S. Congress, in connection with the awarding of any federal Contract, grant or loan, the making of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal Contract, grant, loan or cooperative agreement.

3.3 If any funds other than federally appropriated funds are paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress or an employee of a member of the U.S. Congress in connection with this Contract, Contractor must complete and submit to the Department the federally required form.

3.4 Federally appropriated monies received through the programs of the federal Departments of Health and Human Services, Education, and Labor, as provided in Section 503 of H.R. 2029 –

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

"Consolidated Appropriations Act, 2016", and as may be provided by congressional continuing resolutions or further budgetary enactments, may not be used:

3.4.1 to fund publicity or propaganda, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or a state legislature, except for presentations to the U.S. Congress or a state or local legislative body as an aspect of normal and recognized executive-legislative relationships;

3.4.2 to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any state or local government itself;

3.4.3 to pay the salary or expenses of any grant or contract recipient, or agent acting for the recipient, related to any activity designed to influence enactment of legislation, appropriation, regulation, administrative action, or executive order proposed or pending before the U.S. Congress or a state government, state legislature, or local legislature or legislative body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes with the executive brand of that government;

3.4.4 To promote any proposed, pending or future federal, state or local tax increase; or

3.4.5 To promote any proposed, pending or future requirement or restriction on any legal consumer product including its sale or marketing, including the advocacy or promotion of gun control.

3.4.6 Contractor must cooperate with any investigation undertaken regarding the expenditure of funds for political or lobbying activities.

4 General Prohibition on Contracting With Federally Debarred Entities or Persons

4.1 The Department, in accordance with The Federal Acquisition Streamlining Act of 1994, P.L. 103-355, and Executive Orders #12549 and #12689, is prohibited from contracting with any entity that is debarred, suspended, or otherwise excluded from participating in procurement activities funded with federal monies. This prohibition also extends to contracting with an entity that has a director, officer, partner, person with beneficial ownership of more than 5 percent of the entity's equity, employee, consultant, or person otherwise providing items and services that are significant and material to the entity's obligations under this Contract with the Department if that person has been debarred, suspended or otherwise excluded from participating in procurement activities funded with federal monies. The general federal listing of debarred persons and entities for contracting purposes is maintained by the federal General Services Administration (GSA) at www.epls.gov.

4.2 If the Department finds that Contractor is not in compliance with these contract related federal debarment requirements, the Department:

4.2.1 must notify the federal government;

4.2.2 may continue this Contract for its current term unless the Secretary of the federal Department of Health and Human Services or other authorizing federal authority

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

directs otherwise; and

4.2.3 may only renew or otherwise extend the duration of the existing contract with Contractor if the federal government provides to the Department and to Congress a written statement describing compelling reasons that exist for renewing or extending this Contract.

5 Prohibition In Relation To Expenditures of Medicaid Monies on Contracting With Entities or Persons Listed As Debarred By the Federal Department of Health & Human Services

5.1 At the time of engagement and on a regular basis thereafter, Contractor must check the "List of Excluded Individuals/Entities" maintained by the Office of Inspector General for the federal Department of Health & Human Services at http://exclusions.oig.hhs.gov/ to determine whether any person or entity engaged with or employed by Contractor appears on the list and will immediately report to the Department any person or entity who appears on the list and will take appropriate action to terminate Contractor's relationship with the debarred person.

5.2 The Department will terminate this Contract immediately if Contractor:

5.2.1 is an entity is debarred, suspended, or otherwise excluded by the federal Office of Inspector General ["OIG"] or by the Department under federal or state legal authority from participating in federally funded procurement activities or from receiving reimbursement through a health care program unless the OIG provides a lawful waiver of the debarment exclusion; or

5.2.2 employs or engages a person who is debarred or subject to debarment from receiving reimbursement through federal and state health care programs, including a director, officer, partner, person with beneficial ownership of more than 5 percent of Contractor's equity, employee, consultant, or person otherwise providing items and services that are significant and material to Contractor's obligations under this Contract with the Department.

6 Reporting for compliance with the federal transparency act. Contractor must comply with the reporting requirements of the Federal Funding Accountability And Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1 and provide the information listed on Contract Appendix L, which is incorporated in the Contract by reference.

7 Contractor is required by the Transparency Act to report to the Department in some circumstances the compensation, as specified in this subsection, of Contractor's top 5 officers/executives, If a compensation report is required by this subsection it is to be titled "Officers/Executive Compensation Report" and sent to the Business and Financial Services Division of the Department through the following means:

the Department
Attn: BFSD - FFATA Reporting
P.O. Box 4210
Helena, MT 59604-4210

7.1 Contractor, in lieu of compiling this report for the Department may submit, as may be currently available from Contractor, the most current public report of compensation information as reported to the Security And Exchange Commission (SEC) under sections 13(a) or 15(d) of the Securities Exchange Act of 1934 through Contractor's annual proxy statement or as reported to the Internal Revenue Service under section 6104 of the Internal Revenue Code of 1986 through Section VII of Contractor's Form 990.

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

7.2 The compensation report submitted to the Department by Contractor must include Contractor's Data Universal Numbering System (DUNS) number issued through Dun and Bradstreet.

7.3 The compensation report submitted to the Department by Contractor is due by the end of the month that follows the month in which the total of the monies obligated through this Contract is at $25,000 or more whether it occurs at the time of signing or at some later date due to a contractual amendment. Even if the total consideration for the Contract should be amended later to be less than $25,000, Contractor is required to continue to provide the compensation report.

8 Text Messaging While Driving

8.1 A Contractor and its subcontractors are requested to adopt and enforce policies, in accordance with Presidential Executive Order 13513, October 1, 2009, that ban text messaging by owners, officers, employees, agents and subcontractors while driving in contractor or employee owned or leased vehicles for purposes of the work contracted for through this Contract.

8.2 Contractors and subcontractors receiving funding through this Contract originating with the Centers For Disease Control And Prevention (CDC) of the federal Department Of Health And Human Services are prohibited from texting while driving a government owned vehicle or when using government furnished electronic equipment while driving ay vehicle.

8.3 Texting includes reading from or entering data into any handheld or other electronic device, Including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

8.4 Driving includes operating a motor vehicle on an active roadway with motor running, including while temporarily stationary due to traffic, a traffic light, stop sign or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

8.5 Contractor and its subcontractors are responsible for ensuring that owners, officers, employees, agents and subcontractors are aware of Contractor's adopted policies and adhere to the requirements and prohibitions of those policies.

9 Certification Of Tax Compliance If Contractor receives $5,000,000 or more in funding from the federal appropriations for the programs of the federal Departments of Health and Human Services, Education, and Labor, as provided in Section 503 of H.R. 3547,"Consolidated Appropriations Act, Division H, Departments Of Labor, Health And Human Services, And Education, And Related Agencies Appropriations Act, 2014", Pub. L. No. 113-76, Contractor must certify in writing to the Department that to the best of its knowledge or belief Contractor has filed all federal tax returns required during the 3 years preceding the certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

APPENDIX G. WORK PLAN

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

APPENDIX H. REQUEST FOR PROPOSALS

The State of Montana's Request for Proposal (RFP) DPHHS-RFP-2018-0127JT, dated August 24, 2017

This is a place holder for the RFP and any attachments or amendments.

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

APPENDIX I. RESPONSE

This is a place holder for the response to the request for proposal and any attachments or amendments.

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

APPENDIX J. BUSINESS ASSOCIATE AGREEMENT

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

APPENDIX J - BUSINESS ASSOCIATE AGREEMENT

PARTIES

This Business Associate Agreement (Agreement) in entered into between the Department of Public Health and Human Services, (the Department), State of Montana (State), 111 N. Sanders, P.O. Box 4210, Helena, Montana 59604, (406) 444-6902, e- mail HHSLEGALAFFAIRS@mt.gov and OptumInsight, Inc. (Business Associate) whose nine (9) digit Federal ID Number is 41-1858498, and whose address, phone number, and e-mail address are 11000 Optum Circle, Eden Prairie, MN 55344, (952) 205-6089, and paul.m.miller@optum.com

THE PARTIES AGREE AS FOLLOWS:

1. Business Associate Status

a. The Department is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as codified at 42 U.S.C. § 1320d-d8, and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), enacted as part of the American Recovery and Reinvestment Act of 2009, as codified at 42 U.S.C. §§ 300jj et seq. and §§ 17901, et seq. and the implementing regulations for the two acts at 45 CFR Parts 160, 162 and 164.

b. The Department has determined that the Department is a hybrid entity as defined in the implementing regulations, that is a covered entity performing both covered and non-covered functions. Under the HIPAA and HITECH and the implementing regulations, the Business Associate, as an entity that performs or assists in the performance of an administrative or data function for the Department involving the use or disclosure of protected health information (PHI) for the Department, is acting as a business associate of a covered entity.

2. Definitions that Apply to This Agreement

Terms used in this Agreement have the same meaning as those terms in the HIPAA and HITECH Acts and the implementing regulations.

3. Status as a Business Associate

The Business Associate agrees that it is a Business Associate of the Department, as defined at 45 CFR § 160.103, and further agrees that it is obligated to comply with the terms of this Agreement and with the requirements of the HIPAA and HITECH Acts and the implementing regulations.

4. Obligations of Business Associate

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

The Business Associate, as a business associate of the Department, must:

a. use or disclose PHI, including E-PHI, only as is permitted or required by this Agreement, in compliance with the Department's minimum necessary standard policies and procedures, or by applicable law inclusive of 45 CFR Parts 160, 162 and 164;

b. use appropriate safeguards to prevent use or disclosure of PHI and E-PHI other than as provided for by this Agreement or by law;

c. implement appropriate administrative, physical and technical security safeguards as set forth in § 164.306, § 164.308, and § 164.312, that reasonably and appropriate protect the confidentiality, integrity, and availability of PHI and prevent use or disclosure of the PHI other than as provided for by this Agreement;

d. mitigate to the extent practicable and as may be reasonably directed by the Department any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate that is in violation of the requirements of this Agreement;

e. report in a timely manner as required by law and this Agreement to the Department any use or disclosure of the PHI not provided for by this Agreement inclusive of uses and disclosures of information that are not in compliance with the minimum necessary standard;

f. report to the Department any substantial security incident of which it becomes aware, and at the request of the Department must identify: i) the date of the security incident, ii) the scope of the security incident, iii) the Business Associate's response to the security incident, and iv) the identification of the party responsible for causing the security incident, if known. “Substantial security incident” does not include pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI;

g. enter, as required by 45 CFR § 164.504, into Business Associate Agreements containing the terms and conditions as required by the HIPAA and HITECH Acts and the implementing regulations and as are stated in this Agreement, with any subcontractors performing services in relation to the services being provided by the Business Associate for the Department that involve PHI; and

h. make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Department,

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

available to the Department, or to the Secretary of the Federal Department of Health and Human Services in accordance with § 164.408, in a time and manner prescribed by the Department or designated by the Secretary, for purposes of the Secretary determining the Department's and the Business Associate's compliance with the Privacy Regulation, the Security Regulation and the HITECH Act;

i. document disclosures of PHI and collect information related to those disclosures necessary for the Department to respond to a request by a person for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 and Section 13405(c) of the HITECH Act;

j. provide to the Department or a person, in a reasonable time and manner prescribed by the Department, documentation necessary for the Department to respond to a request by a person for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Notwithstanding 45 CFR § 164.528(a)(1)(i), the Business Associate must document disclosures of PHI made through an electronic health record to carry out treatment, payment or health care operations as provided by 45 CFR § 164.506 in the six years prior to the date on which the accounting is requested, and to collect information related to such disclosures as required by the Secretary in regulation pursuant to Section 13405(c)(2) of the HITECH Act;

k. implement a response program, in compliance with Section 13402 of the HITECH Act and implementing regulations, and Subpart D of 45 CFR Part 164 that specified the actions to be taken when the Business Associate detects or becomes aware of unauthorized access to information systems. The response program must include the following features:

(i) The Business Associate must notify the Department, by facsimile or telephone, of any breach or suspected breach of its security related to areas, locations, or computer system which contain unsecured PHI, including, without limitation, any instance of theft, unauthorized access by fraud, deception, or other malfeasance or inadvertent access (an "incident") in accordance to 45 CFR § 164.410, as promptly as possible, upon having reason to suspect that an incident may have occurred or determining the scope of any such incident, but in no event later than two (2) calendar days upon having reason to suspect that an incident may have occurred;

(ii) In the event of any incident, the Business Associate must provide to the Department, in writing, those details concerning the incident as the Department may request, and must cooperate with the Department, its regulators and law enforcement to assist in regaining possession of the unsecured PHI and in preventing its further unauthorized use, and take any necessary remedial actions as may be required by the Department to prevent other or further incidents;

(iii) If the Department determines that it may need to notify any person(s) as a result of such incident that is attributable to the Business Associate's breach of its obligations under this Agreement, the Business Associate must bear all reasonable direct and indirect costs associated with the determination, including, without limitation, the costs associated with providing notification to the affected person, providing fraud monitoring or other services to affected persons and any forensic analysis required to determine the scope of the incident;

(iv) The Business Associate, working in cooperation with the Department, must update the notice provided to the Department under this Agreement of the incident to include, to the extent possible and as soon as possible, the identification of each person whose unsecured PHI has been, or is reasonably believed by the Business Associate or the Department to have been accessed, acquired, used or disclosed during the incident and must provide any of the following information the Department is required to include in its notice to the person pursuant to 45 CFR § 164.404(c):

(A) A brief description of what happened, including the date of the incident and the date of the discovery of the incident, if known;

(B) A description of the types of unsecured PHI that were involved in the incident (e.g., Social Security Number, full name, date of birth, address, diagnosis);

(C) Any steps the person should take to protect themselves from potential harm resulting from the incident;

(D) A brief description of what is being done to investigate the incident, mitigate the harm, and protect against future incidents;

(E) Contact procedures for persons to ask questions or learn additional information which shall include a toll-free telephone number, an e-mail address, website, or postal address;

(F) This additional information must be submitted to the Department immediately at the time the information becomes available to the Business Associate;

(v) limit its use and disclosure of PHI created or received by the Business Associate from or on behalf of the Department to uses or disclosures as are permitted to the Business Associate under the applicable requirements of 45 CFR § 164.504(e) and the HITECH Act and the terms of this Agreement. The Business Associate must also comply with the additional requirements of Subtitle D of the HITECH Act that relate to privacy and that apply to covered entities and to the Business Associate as a business associate; and

(vi) respond to a person's request under 45 CFR § 164.522(a)(1)(i)(A) that the Business Associate restrict the disclosure of the person's PHI.

5. Permitted Uses, Disclosures and Limitations

Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI on behalf of, or to provide services to, the Department for the following purposes, if such use or disclosure of PHI would not violate the requirements of the HIPAA and HITECH Acts and the implementing regulations if done by the Department or otherwise violate the minimum necessary policies and procedures of the Department which is attached to this agreement or of which the Business Associate is informed in the future.

a. The Business Associate may use PHI to report violations of federal and state laws to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1) and (2).

b. The Business Associate, as required by 45 CFR § 164.504(e)(1)(iii), must terminate any business associate agreement with a subcontractor that violates the requirements of this Agreement or the application law.

c. The Business Associate shall not directly or indirectly receive remuneration in exchange for PHI that is created or received by the Business Associate from or on behalf of the Department.

6. Use and Disclosure for Business Associate's Purposes

a. The Business Associate must use and disclose PHI that is created or received by the Business Associate from or on behalf of the Department in compliance with each applicable requirement of 45 CFR § 164.504(e) and the HITECH Act.

b. The Business Associate may use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate provided that:

(i) the disclosures are required by law; or
(ii) the disclosures are expressly authorized in this Agreement by the Department; or

(iii) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only for the purpose for which it was disclosed to the person; and the Business Associate requires the person to whom the information is disclosed to report immediately any incident of which it is aware in which the confidentiality of the information has been breached.

c. The Business Associate may only use PHI for Data Aggregation purposes if the Department in this Agreement expressly authorizes those purposes and the Data Aggregation is permitted in accordance with 42 CFR § 164.504(e)(2)(i)(B).

d. To the extent otherwise permitted by this Agreement, a communication that is described in the definition of Marketing in 45 CFR § 164.501 for which the Department receives or has received Direct or Indirect Payment (excluding payment for Treatment) in exchange for making such communication, shall not be considered a Health Care Operation unless:

(i) such communication describes only a drug or biologic that is currently prescribed for the recipient of the communication and any payment received in exchange for making such a communication is reasonable in amount; or

(ii) the communication is made by the Business Associate on behalf of the Department and the communication is otherwise consistent with this Agreement. No communication may be made by the Business Associate without prior written authorization by the Department.

7. Obligations of the Department

a. The Department must notify the Business Associate of any limitation(s) in the Department's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of PHI. The Department's Notice of Privacy Practice can be found in Attachment A to this Agreement and incorporated herein.

b. The Department must notify the Business Associate of any changes in, or revocation of, permission by a person to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.

c. The Department must notify the Business Associate of any restriction to the use or disclosure of PHI that the Department has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

d. The Department, except as may be expressly agreed to by the parties and stated in this Agreement, may not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the requirements of

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the HIPAA and HITECH Acts and the implementing regulations if done by the Department.

8. Term and Termination

a. The term of this Agreement shall be effective as of the effective date that the Business Associate begins delivery of its services and shall terminate when all of the PHI provided by the Department to the Business Associate, or created or received by the Business Associate on behalf of the Department, is destroyed or returned to the Department, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this subsection.

b. Upon the Department's knowledge of a breach, as defined in § 164.402, by the Business Associate, the Department, as its sole discretion, must provide an opportunity for the Business Associate to:

(i) cure the breach; or
(ii) end the violation and terminate this Agreement if the Business Associate does not cure the breach; or
(iii) end the violation within the reasonable time specified by the Department; or
(iv) immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible; or
(v) if neither termination nor cure are feasible, the Department must report the violation to the Secretary.

c. Upon the Business Associate's knowledge of a material breach by the Department, the Business Associate must either:

(i) notify the Department of such breach in reasonable detail, and provide an opportunity for the Department to cure the breach or violation; or
(ii) if cure is not possible, the Business Associate may immediately terminate this Agreement; or
(iii) if neither termination nor cure is feasible, the Business Associate shall repot the violation to the Secretary.

d. The Department may unilaterally terminate this Agreement with the Business Associate upon thirty (30) days written notice in the event:

(i) the Business Associate does not promptly enter into negotiations to amend this Agreement when requested by the Department pursuant to the terms of this Agreement if that amendment is needed to satisfy the standards and requirements of the HIPAA and HITECH Acts and the implementing regulations;

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

or

(ii) the Business Associate does not enter into an amendment to this Agreement to satisfy the standards and requirements of the HIPAA and HITECH Acts and the implementing regulations.

9. Effect of Termination.

a. except as provided in this subsection, upon termination of this Agreement, for any reason, the Business Associate shall at the Department's sole discretion return or destroy all PHI received from the Department, or created or received by Business Associate on behalf of the Department. This Agreement shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the PHI.

b. In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate must provide to the Department notification of the conditions that make return or destruction infeasible. Upon written agreement by the Department that return or destruction of PHI is infeasible, the Business Associate must extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.

10. Miscellaneous.

a. Regulatory References.

A reference in this Agreement to a section in the Privacy Regulation or Security Regulation means the section as in effect or as amended.

b. Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Department and Business Associate to comply with the requirements of the HIPAA and HITECH Acts and the implementing regulations.

c. Survival.

The respective rights and obligations of the Business Associate under this Agreement shall survive the termination of this Agreement.

d. Interpretation.

Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the requirements of the HIPAA and HITECH Acts and the implementing

regulations.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: DocuSigned by: Marie Matthews 37F9830BF2584AD... Date: 6/14/2018

Department of Public Health and Human Services

Marie Matthews **Medicaid Director**
Typed/Printed Name Title

111 N Sanders Street, Helena, MT 59601
Address

406.444.6902
Phone Number

BUSINESS ASSOCIATE

By: DocuSigned by: Paul Miller A0A212DGG2DA40A... Date: 5/30/2018

Paul Miller **Vice President, Finance & Accounting**
Typed/Printed Name Title

11000 Optum Circle, Eden Prairie, MN 55344
Address

(952) 205-6089
Phone Number

41-1858498
Federal I.D. Number

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ATTACHMENT A - DPHHS HIPAA Privacy Policy – Minimum Necessary

Montana Department of Public Health and Human Services
Health Insurance Portability and Accountability Act (HIPAA) Privacy Policy

Policy Title:	Minimum Necessary	
Policy Number:	003	Version 2.0
Approved By:	Marie Matthews	
Date Approved:	September 23, 2013	

Purpose:
This policy addresses reasonable efforts to limit the amount of protected health information (PHI) requested and disclosed about a client to the minimum amount that is necessary to accomplish the purpose of the use (see HIPAA Privacy Policy 002 on Uses and Disclosures of PHI).

Exceptions:
The minimum necessary rule does not apply in the following circumstances:

1. Information necessary to provide treatment;
2. As requested by the client;
3. As required by law; and
4. As required for compliance with federal or state program mandates.

Policy:

1. DPHHS will limit its use and disclosure of PHI to the minimum that is necessary to accomplish the need. DPHHS will also limit the amount of PHI it requests to the minimum that is necessary to accomplish the need.
    a. Routine Disclosures – Each program will develop procedures to determine the minimum amount of information it can request or disclose to accomplish its defined purposes. Programs may not use, disclose or request an entire medical record unless the entire medical record is specifically justified as the amount of information needed to accomplish the purpose of the use, disclosure, or request.
    b. Non-routine Disclosures – Each program must develop criteria for non-routine disclosures and requests to assure that each request is evaluated against such criteria to limit the information used, requested, or disclosed to the minimum necessary to accomplish the purpose for the information.
    c. Access to Information – Supervisors must determine levels of access to PHI required by each job classification and must limit access to those staff who require the information in order to perform their job duties.

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APPENDIX K. ANNUAL DEPARTMENT CERTIFICATION FORM

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Appendix K - ANNUAL DEPARTMENT CERTIFICATION FORM

ANNUAL CERTIFICATION FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES OF CONTRACTOR'S COMPLIANCE WITH CERTAIN STATE AND FEDERAL REQUIREMENTS (JUNE 2011)

This annual certification form is standardized for general use by the Department Of Public Health And Human Services (Department) in contracting relationships. Not all of these assurances may be pertinent to Contractor's circumstances. Contractor in signing this form is certifying compliance only with those requirements that are legally or contractually applicable to the circumstances of the contractual relationship of Contractor with the Department.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by Contractor if Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, for which Contractor may have to provide additional certification.

This form and OMB Standard Form 424B are to be provided with original signatures to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent procurement and contract files.

Further explanation of several of the requirements certified through this form may be found in the text of related contract provisions and in the Department's policies pertaining to procurement and contractual terms. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for the Office for Management of the Budget (OMB) and the General Services Administration (GSA).

ASSURANCES

Contractor, _____, for the purpose of contracting with the Montana Department of Public Health & Human Services, by its signature on this document certifies to the Department its compliance, as may be applicable to it, with the following requirements.

Contractor assures the Department:

GENERAL COMPLIANCE REQUIREMENTS

A. That Contractor does not engage in conflicts of interest in violation of any state or federal legal authorities, any price fixing or any other anticompetitive activities that violate the federal antitrust Sherman Act, 15 U.S.C. §§1 – 7, Anti-Kickback Act, 41 U.S.C. §§ 51-58, and other federal legal authorities. And that Contractor does not act in violation of 18-4-141, MCA or other legal authorities by

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colluding with other contractors for the purpose of gaining unfair advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner. (reference Contract Section titled "Antitrust Violations")

B. That Contractor does not act in violation of the federal False Claims Act at31 U.S.C. §§ 3729–3733(the "Lincoln Law") or of the Montana False Claims Act, at Title 17, chapter,8, part 4, MCA. And that Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government. (reference Contract Section titled "Reporting Of False Claims, Fraud, And Other Criminal Matters")

C. That Contractor is solely responsible for and must meet all labor, tax, and other legal authorities requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it. (reference Contract Section titled "Compliance With Business, Tax, Labor, And Other Legal authorities")

D. That Contractor maintains necessary and appropriate workers compensation insurance coverage. (reference Contract Section titled "Compliance With Business, Tax, Labor, And Other Legal authorities")

E. That Contractor is an independent contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent contractor certification issued by the Montana Department Of Labor And Industry in accordance with 39-71-417 through 39-71-419, MCA. (reference Contract Section titled "Compliance With Business, Tax, Labor, And Other Legal authorities")

F. That Contractor's subcontractors and agents are in conformance with the requirements of Sections B, C, and D of this Certification.

G. That Contractor, any employee of Contractor, or any subcontractor in the performance of the duties and responsibilities of the proposed contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines To Agencies On Governmentwide Debarment and Suspension (nonprocurement) from entering into a federally funded contract or participating in the performance of a federally funded contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into contracts with the State Of Montana. (reference Contract Section titled "Federal Requirements")

H. That Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the federal Health Information Technology For Economic And Clinical Health (HITECH), a part of the American Recovery And Reinvestment Act Of 2009, and the implementing federal regulations for both acts that are applicable to contractual performance if Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts. (reference Contract Sections titled "Confidentiality Of Personal Information And Compliance With The Federal HIPAA And HITECH Privacy And Security Requirements" and "Business Associate Obligations")

I. That, as required by legal authorities or contract, Contractor maintains smoke and tobacco free public and work sites. And if the contract performance is related to the delivery of a human service, Contractor does not perform any work involved in the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 3) accept revenues from the

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tobacco industry or subsidiaries of the tobacco industry if the acceptance results in the appearance that tobacco use is desirable or acceptable or in the appearance that Contractor endorses a tobacco product or the gifting tobacco related entity. (reference Contract Section titled "Tobacco-free Workplace And Other Restrictions")

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS

J. That Contractor, in conformance with the Pro-Children Act of 1994 (20 U.S.C. §6081 *et seq.*), prohibits smoking at any site of federally funded activities that serve youth under the age of 18. This federal prohibition is not applicable to a site where the only federal funding for services is through Medicaid monies or the federally funded activity at the site is inpatient drug or alcohol treatment.

K. That Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation. (reference Contract Section titled "Federal Requirements")

L. That Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701, et seq., drug free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by federal legal authorities.

M. That Contractor is not delinquent in the repayment of any debt owed to a federal entity.

N. That Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.

O. That Contractor, if receiving aggregate payments of medicaid monies totaling $5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the "Lincoln Law") and presents that information to all employees. (reference Contract Section titled "Reporting Of False Claims, Fraud, And Other Criminal Matters")

P. That Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability And Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if Contractor meets the criteria mandating reporting, Contractor produces the information in a publicly available report to the Securities And Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to the in a timely manner to the Department. (reference Contract Section titled "Federal Requirements")

Q. That Contractor, if a contractor for the delivery of medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions. (reference Contract Section titled "Federal Requirements").

R. That Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or agents who are federally debarred

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from the receiving reimbursement for the provision of federally funded health care services. (reference Contract Section titled "Federal Requirements")

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS INVOLVING THE PURCHASE OR DEVELOPMENT OF PROPERTY

S. That Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.

T. That Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.

U. That Contractor, if the contract exceeds $100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.

V. That Contractor, if the contract exceeds $100,000, complies with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. 7607, Section 508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental Protection Agency regulations, 40 C.F.R. Part15 and that if Contractor enters into a subcontract that exceeds $100,000 these requirements are in that contract.

INSERT NAME OF CONTRACTOR

Signature of Authorized Certifying Official

By: _____ Date _____

_____ as _____
Typed/Printed Name Title

_____

_____
Address

_____
email

_____
Phone Number

_____
Federal I.D. Number

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APPENDIX L. REPORTING FOR COMPLIANCE WITH THE FEDERAL TRANSPARENCY ACT

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STATE OF MONTANA
DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES
BUSINESS AND FINANCIAL SERVICES

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

Addendum A: FFATA SUMMARY

FFATA Common Data Elements Report

Section 1: Sub-Award Information Required for Reporting

This section must be completed upon contract obligation of $25,000 or more

MT Item	MT Data Element		Description
FFATA–1–01	Subrecipient DUNS Number		Provide the subrecipient organization's 9 digit Data Universal Numbering System (DUNS) number or Central Contractor Registration plus 4 extended DUNS number.
FFATA-1–02	DPHHS Contract Number		Provide the contract/grant/award number (if any) assigned to the subrecipient award by the recipient.
FFATA-1-02A	Grant Award Name		Provide the grant/award name assigned by the federal government (i.e. Child Abuse; VR-Independent Living; Immunization; Primary Care; Substance Abuse, etc.)
FFATA–1–03	Subrecipient Name		Provide the legal name of subrecipient as registered in the Central Contractor Registration (www.ccr.gov).
FFATA–1–04-A	Address Line 1		Physical location as listed in the Central Contractor Registration.
FFATA–1–04-B	Address Line 2		
FFATA–1–04-C	City		
FFATA–1–04-D	State		
FFATA–1–04-E	Zip + 4		
FFATA-1-04-F	Congressional District		AL or 01 for District if Montana
FFATA–1–05	CFDA (CATALOG OF FEDERAL DOMESTIC ASSISTANCE) NUMBER		DPHHS will complete unless you know the CFDA number.
FFATA-1–06	Total Contract		Provide the total amount obligated to the subawardee or subcontractor for the contract period indicated.
FFATA-1–07	Contract Period		Indicate the project/grant period established in the subaward document during which sponsorship begins and ends. For multi-year awards for a project/grant period (e.g., 5 years) that are funded in increments known as budget periods or funding periods, please provide the total project/grant period, not the individual budget period or funding period.
FFATA-1–08-A	Primary Performance City		Provide the city of primary performance.
FFATA-1–08-B	Primary Performance County		Provide the county of primary performance.
FFATA–1-08-C	Primary Performance State		Provide the state of primary performance
FFATA-1-08-D	Primary Performance Zip + 4		Provide the Zip of primary performance
FFATA–1-08-E	Congressional District		Provide the congressional district of primary performance
FFATA-1-09	Funding Agency		DPHHS will complete unless you know the Federal Funding Agency.
FFATA-1-10	Brief Description of purpose of funding action		

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STATE OF MONTANA
DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES
BUSINESS AND FINANCIAL SERVICES

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

Addendum A: FFATA SUMMARY

FFATA Common Data Elements Report

Section 1: Sub-Award Informtaion Required for Reporting

This section must be completed upon contract obligation of $25,000 or more

MT Item	MT Data Element		Description
FFATA–1–01	Subrecipient DUNS Number		Provide the subrecipient organization's 9 digit Data Universal Numbering System (DUNS) number or Central Contractor Registration plus 4 extended DUNS number.
FFATA-1–02	DPHHS Contract Number		Provide the contract/grant/award number (if any) assigned to the subrecipient award by the recipient.
FFATA-1-02A	Grant Award Name		Provide the grant/award name assigned by the federal government (i.e. Child Abuse; VR-Independent Living; Immunization; Primary Care; Substance Abuse, etc.)
FFATA–1–03	Subrecipient Name		Provide the legal name of subrecipient as registered in the Central Contractor Registration (www.ccr.gov).
FFATA–1–04-A	Address Line 1		Physical location as listed in the Central Contractor Registration.
FFATA–1–04-B	Address Line 2		
FFATA–1–04-C	City		
FFATA–1–04-D	State		
FFATA–1–04-E	Zip + 4		
FFATA-1-04-F	Congressional District		AL or 01 for District if Montana
FFATA–1–05	CFDA (CATALOG OF FEDERAL DOMESTIC ASSISTANCE) NUMBER		DPHHS will complete unless you know the CFDA number.
FFATA-1–06	Total Contract		Provide the total amount obligated to the subawardee or subcontractor for the contract period indicated.
FFATA-1–07	Contract Period		Indicate the project/grant period established in the subaward document during which sponsorship begins and ends. For multi-year awards for a project/grant period (e.g., 5 years) that are funded in increments known as budget periods or funding periods, please provide the total project/grant period, not the individual budget period or funding period.
FFATA-1–08-A	Primary Performance City		Provide the city of primary performance.
FFATA-1–08-B	Primary Performance County		Provide the county of primary performance.
FFATA–1-08-C	Primary Performance State		Provide the state of primary performance
FFATA-1-08-D	Primary Performance Zip + 4		Provide the Zip of primary performance
FFATA–1-08-E	Congresstional District		Provide the congressional district of primary performance
FFATA-1-09	Funding Agency		DPHHS will complete unless you know the Federal Funding Agency.
FFATA-1-10	Brief Description of purpose of funding action		

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

STATE OF MONTANA
DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES
BUSINESS AND FINANCIAL SERVICES

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
FFATA Common Data Elements Report

Section 2: Officers/Executive Compensation Report

Must be completed and submitted upon obligation of $25,000 and yearly thereafter

	Name	Total Compensation	Title
1			
2			
3			
4			
5			

IF SUBRECIPIENT(CONTRACTOR) IS EXEMPT PLEASE MARK AN "X" IN THE BOX, SIGN AND RETURN TO: ☐

DPHHS
Attn: BFSD-FFATA Reporting
PO Box 4210
Helena, MT 59604-4210
or
e-mail: hhsffata@mt.gov

Contract Name: _____

Contract Number: _____

DUNS # _____

Submitted By: _____

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

APPENDIX M. NASPO VALUEPOINT COOPERATIVE PROCUREMENT PROVISIONS

A. ValuePoint® is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of ValuePoint®, the cooperative contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites www.naspovaluepoint.org and www.naspo.org.

B. In addition to the State of Montana, the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement: Wyoming, Oregon, Hawaii, Illinois, Iowa, Connecticut, Vermont, Missouri, Maryland, Alaska. Other entities may become Participating Entities after award of the Master Agreement. Some Participating States may have included special or unique policies, practices, or terms and conditions considered important to disclose in this RFP. Those provisions may be included in their state Participating Addendum and would be negotiated with the supplier after award of the Master Agreement. Those policies, practices, or terms and conditions will not be addressed during this solicitation; therefore, the Lead State will not address questions or concerns or negotiate other States' terms and conditions. State-specific policies, practices, and terms and conditions are included in Attachments to this Appendix M.

DocuSign Envelope ID: 2948FF7E-5808-4C14-82D8-1649BDC86377

NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement and Order of Precedence

a. Any Order placed under this Master Agreement consists of the following documents:

(1) A Participating Entity's Participating Addendum ("PA");
(2) The State of Montana Agreement titled, "Contract between the Montana Department of Public Health and Human Services and [the Contractor]," subject to the order of precedence in subsection 24.9 of the agreement.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Appendix or Attachment.

c. Except where otherwise agreed in the Participating Addendum, the Participating Entity shall have all the rights and obligations of the "Department", "DPHHS," or "State" in Montana's Contract between the Montana Department of Public Health and Human Services and the Contractor.

References to MPATH, the Montana Program for Automating Transforming Healthcare, are relevant to performance in the State of Montana and would be replaced in a Participating Addendum to the extent needed to define requirements of the Participating Entity.

2. Definitions

Contractor means the person or entity delivering products or performing services under the terms and conditions set forth in the Master Agreement.

Department as used in the State of Montana Agreement refers to the Participating Entity in Participating Addenda under this Master Agreement.

Lead State means the State of Montana.

Master Agreement means the Contract (also referred to as an Agreement) executed between the State of Montana, acting by and through the Department of Public Health and Human Services, and the Contractor, as now or hereafter amended, including these Master Agreement Terms and Conditions.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of ValuePoint®, the NASPO cooperative contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint will be the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order means the contract or other document used by a Participating Entity to order the Deliverables or Services under the State of Montana Agreement. The Participating Addendum may serve as the contractual ordering instrument.

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Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating the Master Agreement and any other additional Participating Entity requirements or terms/conditions specific to the Participating Entity. If so agreed by the parties, the Participating Addendum may also serve as the Order.

Participating Entity means a state or other authorized public entity that has signed a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity. A Participating State listed in the Request for Proposals is not required to participate through execution of a Participating Addendum.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement
The term is defined in section 2 of the Master Agreement. Where the term of Contact is referred to in any provision of the Master Agreement, it means the earlier of the expiration or termination of the Master Agreement.

4. Participants and Scope
a. Contractor may not deliver Deliverables or Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The Program Provisions of the NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law.

b. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum. Entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in before execution of a Participating Addendum. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

c. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments for all 50 states, the District of Columbia and the territories of the United States.

d. Participating Addenda shall not be construed to amend the following provisions in this Appendix M that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Participants and Scope; Administrative Fee; Right to Publish; NASPO ValuePoint Summary and Detailed Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; and Individual Customers. Any such language is void and of no effect.

5. Administrative Fee
The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) on payments received from the Participating Entity no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping) performed up until the time Design, Development, and Implementation (DDI) is completed. This fee is to be included as part of the pricing submitted with any proposal to a potential Participating Entity.

6. NASPO ValuePoint Summary and Detailed Usage Reports
In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports:

a. Summary Sales Data. The Contractor shall submit quarterly reports, on payments received from the Participating Entity, directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. The Contractor and NASPO ValuePoint shall negotiate suitable detailed reporting formats to facilitate reporting of usage and administrative fees.

c. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

7. NASPO ValuePoint Cooperative Program Marketing and Performance Review
Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

8. Right to Publish
Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

9. Individual Customers
Each Participating Entity will be responsible for its own charges, fees, and liabilities.

Administration of Orders

10. Ordering
a. Potential Participating Entities may define project-specific requirements and informally compete the requirement among companies having a Master Agreement in order to determine whether and with whom a Participating Addendum should be executed. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. The potential

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Participating Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote.

b. Each Participating Entity will identify and utilize its own appropriate purchasing procedure and documentation.

c. Contractor shall not begin work without a valid contract or other appropriate commitment document (the Order) under the law of the Participating Entity.

d. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

e. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Participating Entity, or to such other individual identified in writing in the Order.

f. Notwithstanding the expiration, cancellation or termination of the Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms.

11. Payment
Payment and other financial provisions are prescribed in Section 3 of the State of Montana Agreement, except the laws of Participating Entities may require a different late-payment period or other requirements as specified in the Participating Addendum. Contractors shall confer with Participating Entities regarding the applicable taxes and documents available to establish tax exemptions.

General Provisions

12. Records Retention and Access
The rights and obligations in Subsection 4.7 of the State of Montana Agreement apply to Participating Entities also. Unless otherwise prescribed in the Participating Addendum, the state agencies granted access for any Order in a Participating Entity's state include the cognizant audit agency, and records retention and access requirements shall be consistent with applicable state statutes.

13. Public Information
This Master Agreement and all related documents are subject to disclosure requirements pursuant to the Participating Entity's public information laws.

14. Debarment
The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time Participating Addendum is executed under this Master Agreement.

15. Governing Law and Venue
a. The construction and effect of any Participating Addendum to the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's state.

b. Venue for any claim, dispute, or action concerning the effect of a Participating Addendum shall be in the Participating Entity's State.

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16. Tailored Application of State of Montana Agreement Provisions

Preface: Wherever there is a reference to Montana law in this Master Agreement, a Participating Entity may substitute the applicable law of its state. This includes but is not limited to:

a. Subsection 3.2, Maximum Amount and No Increases. The Maximum Amount under the Master Agreement and Appendix A shall be as specified in the Participating Addendum.

b. Subsection 3.7, Funding. Funding conditions refer to the Participating Entity's state for Orders outside the State of Montana.

c. Subsection 4.4, Participating Entity's Contract Manager and Project Manager. The Participating Entity will designate its Contract Manager and Project Manager in the Participating Addendum.

d. Subsection 4.5, Employment of State Personnel. With respect to Orders by Participating Entities outside the State of Montana, prohibitions on hiring current or past state employees shall be governed by the Participating Entity's state law.

e. Subsection 4.11, CIO Oversight. The Participating Addendum will identify the appropriate Participating Entity officer who will perform oversight activities.

f. Section 9, Ownership. Ownership by and assignment of rights to the Participating Entity shall be effective only insofar as ownership and assignment rights are not vested in the State of Montana with a right to further assign such rights (or grant adequate license rights) to the Participating Entity.

g. Subsection 13.2.3, Violation of State or Federal Law. This provision governing prohibited noncompetitive practices refers to applicable statutes in the Participating Entity's state.

h. Section 18, Insurance. The provisions of this section apply equally to Participating Entities, with the same insurance coverage required upon execution of a Participating Addendum.

i. Section 19, Protection of Proprietary Information of the Contractor and Proprietary Information of the Participating Entity. The open records and freedom of information laws of any Participating Entity shall govern in the event of conflict with this section 19.

j. Subsection 21, Indemnification. Unless modified in a Participating Addendum, the indemnification rights and obligations in Section 21 apply equally to any Participating Entity.

k. Subsection 23.8, Termination for Non-allocation of Funds. Applicable provisions to non-appropriation or non-allocation of funds by Participating Entities other than the State of Montana will be specified in the Participating Addendum.

l. RFP Attachment G – Pricing Schedules. Schedules A (Cost Summary), B (DDI Payment Milestones), C (Cost of Operations) and D (Enhancement Pool Hours) to Attachment G of the RFP shall be as specified in the Participating Addendum.

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APPENDIX N. Third Party Pass Through Provisions

The information provided in this Appendix N, below, describes Third-Party Pass Through Provisions that relate to agreements entered into between Contractor and third parties. Nothing in this Appendix N shall be construed to take precedence over, or to contradict any requirement of the Contract. In the event there is any conflict between the information provided in this Appendix N and the Contract, including the RFP, the Contract shall control.

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All Third-Party Software that is part of the Contractor's provider services module solution and used by the Department is provided as a SaaS model and therefore the license, use, and access rights to such software are governed by Section 8.1.1 of the Contract. There are no Third-Party Pass Through Provisions applicable to the Solution.

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APPENDIX O. SOLUTION DESCRIPTIONS

The information provided in this Appendix O, below, describes in part how Contractor plans to meet the requirements of the Contract. Nothing in this Appendix O shall be construed to take precedence over, or to contradict any requirement of the Contract. In the event there is any conflict between the information provided in this Appendix O and the Contract, including the RFP, the Contract shall control.

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Optum Provider Services is a Medicaid Information Technology Architecture (MITA)-aligned end-to-end provider management solution that integrates proven COTS technology with supporting business services. Our modular, integrated BPaaS model provides the people, processes, and technology to manage the entire provider management lifecycle.

Figure 1 illustrates the technology and service components of our provider services solution. Together, these components meet all Base, Option A, and Option B requirements. Because our solution is modular, we can align, price, and offer these capabilities consistent with the three scopes of work outlined in the RFP.

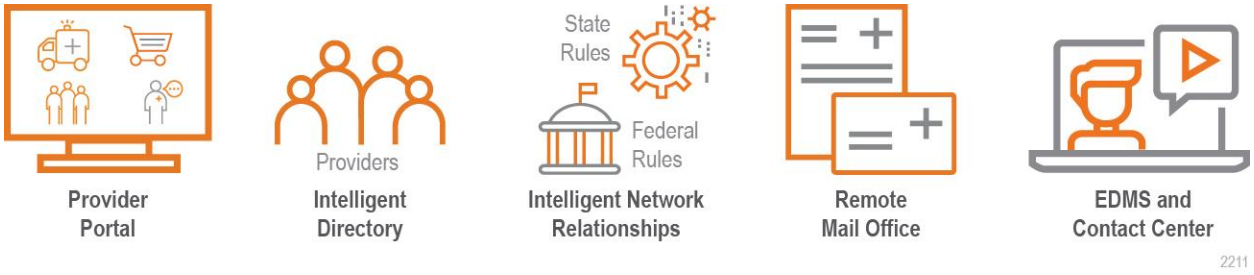

Figure 1: A Turnkey, End-to-End Provider Management Solution.
The Optum Provider Services solution includes the people, processes, and technology to support your provider enrollment and maintenance activities to provide a quality user experience.

Optum Provider Services includes the following components:

Provider Enrollment and Self-Service Portal: Our provider portal guides providers through enrollment and submission step by step and offers self-service capabilities, such as the following:

- Claims inquiry and status
- Claims submission, including the ability to embed our clinical editing solution for enhanced claim editing
- Member eligibility
- Claims-based medical history
- Secure upload, view, and download of files
- Online provider appeal request
- Online chat
- Online education and training materials
- Ability to submit, view, and print Remittance Advices
- Ability to send and receive messages securely between Optum, DPHHS, and providers

Portal Database: This database stores portal information and is the source of truth for all information that feeds into the solution's workflow management system data store.

Workflow Management System: Integral to verification and credentialing, this system routes specific provider enrollment documentation and applications to work queues for completion or review.

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Remote Mail Office (RMO): Our mailroom capabilities include Optical Character Recognition scanning for paper enrollment documentation intake and manual data input.

Enterprise Content Management (ECM): ECM is the electronic data repository used to scan paper documentation and store the subsequent images. The system integrates with the workflow management tool and provides indexing capabilities for basic and advanced documentation searches. The Optum Provider Services ECM will integrate with the State's ECM.

Provider Service Center: The call center will support the provider services and telephony systems. Our contact center staff will support both live and interactive voice recognition (IVR) calls for all provider services areas. Frontline customer service representatives (CSRs) and provider enrollment and credentialing specialists will work with your Medicaid providers to answer their questions and resolve their issues in a timely, efficient manner.

Additional Option B Services: We will deliver the full range of the provider-based services required, which include provider site visits, comprehensive training on the portal, and financial information collection and entry.

The Optum Provider Services solution serves as an important self-service gateway and support system for your provider community and will help you streamline and improve your providers' experience.

Technical and Information Architecture Scope of Work

Our event-driven solution leverages service technologies in conjunction with event-driven architecture principles. This enables developing extensible, easily monitored, and de-coupled solutions. The integration solution framework in place today at Optum integrates capabilities spanning applications across the health care landscape. Currently, our integration frameworks support 400+ million transactions per business day, representing the integration of thousands of services across technology platforms.

We provide configurable transformation rules to deliver a highly flexible and scalable solution. Each module is integrated through the integration layer. Using a set of standard application-programming interfaces (APIs), each module is replaceable, and a unique team manages each module for maintaining updated releases. These products enhance access and delivery by providing open standards-based and service-capable components. The extensibility of the architecture offers multiple entry and exit points into our solution. Our solution promotes flexibility through our integration architecture, with the reuse of business processes and business rules, and using common interfaces.

The Optum Provider Services portal has been developed with our core architectural principles in mind—adaptability, scalability, and flexibility. This enables us to adapt to changing State and regulatory requirements and customize with content management tools rather than technology builds to meet a State's specific needs.

Key Features of our Technical Solution

The solution is a modular, comprising multiple Commercial-off-the-Shelf (COTS) and Software-as-a-Service (SaaS) products enabling the delivery of Medicaid services using a Business-Process-as-a-Service (BPaaS) model. It uses the integration methodologies, based on the following architecture principles.

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Architecture Principle	Details
Software as a Service (SaaS)	A vendor-hosted secure environment Eliminates the need for state agencies to incur the expense of purchasing and maintaining servers and software Enables agencies to significantly reduce the cost of using and maintaining software because Optum bears the responsibility of developing and maintaining the software and infrastructure on which the solution runs
Multi-tenant	Securely serves multiple tenants (state agencies) in a single instance Focuses on configuration rather than customization Enables DPHHS to efficiently take advantage of COTS product advancements
Open technology and standards based	Uses J2EE and W3C open standards rather than proprietary technology
Support leading industry standards	Supports data standards, such as Electronic Data Interchange (EDI) X12, Health Level Seven International (HL7), and HIPAA, to enable data exchange between various Medicaid Management Information System (MMIS) enterprise systems Supports accessibility standards (Section 508c) Uses data transport formats, such as XML, JSON, and CSV
Security and privacy	Protects data (data at rest security, data transport security) Provides identity and access management Runs in a CMS MARS-E and IRS 1075-complaint environment Runs frequent vulnerability scans to identify any vulnerabilities in the application, operating system, or network and provides immediate remediation actions
Integration and interoperability	Uses a service framework to enable integration within the Optum Provider Services Provides interoperability with the state systems using Web services and APIs

Technical Architecture Layers

Our technical solution for provider services is engineered for the future, and it is built with security compliance and extensibility as primary features. Optum Provider Services complies with the most current security standards, including HIPAA, CMS Minimum Acceptable Risk Standards for Exchanges (MARS-E), Federal Information Security Management Act (FISMA), National Institute of Standards and Technology (NIST) Special Publication 800-53, and Federal Information Processing Standards (FIPS-199 & FIPS 200), as well as many others.

The Optum Provider Services complies with the CMS Seven Conditions and Standards to meet the demands of MITA, HIPAA, and a state's Medicaid environment. Our solution consists of a layered architecture and interfaces that follow MITA principles.

Technologies supporting our solution include an externally published Web services and API catalog, a unified gateway using Web portals, standards-based HIPAA Gateway, and security services. Common protocols and transaction standards and files include:

- W3C SOA-compliant SOAP message with Web Service Definition Languages (WSDLs)
- Clearly defined XML message structures for data passed through a Secure File Transfer Protocol (SFTP) Gateway
- 837I/P/D, 835, 834, 270/271, 276/277, 278, and 274 transactions
- HL7 and other standards for connecting with Health Information Exchanges (HIEs)
- Other EDI and file interoperability standards

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MITA Industry Standards Condition

The Optum Provider Services supports the MITA Industry Standards Condition. A key benefit of our SaaS-based solution is it provides evergreen technology that stays current with industry changes. We will apply and maintain upgrades on a regular schedule in our foundational COTS products, delivering non-disruptive currency with federal standards and regulations. If required, we will apply a change release between the predefined releases to maintain Federal or State compliance. Our solution will maintain compliance with current federal HIPAA, Health IT, HITECH, and ACA regulations at implementation and throughout the life of our contract with DPHHS.

The Optum Provider Services solution complies with the following standards:

- We created our solution leveraging HIPAA EDI standards like X12 5010, XL7, NCPDP D.0; support industry standard code sets, including ICD-10-CM/PCS, CPT, and HCPCS; and industry methodologies such as National Correct Coding Initiative (NCCI).
- Our project management methodology follows the PMI Project Management Body of Knowledge (PMBOK®) Guide, the Carnegie Mellon University, and the Software Engineering Institute (SEI) principles described in the Capability Maturity Model Integration (CMMI) framework.
- Our solution adheres to American National Standards Institute (ANSI) and Information Technology Infrastructure (ITIL) standards where applicable.
- We built our solution architecture using industry-recognized The Open Group Architecture Forum (TOGAF©) standard framework and supporting tools.
- We use common protocols and transaction standards for our interfaces. Our solution's security measures incorporate requirements from HIPAA, CMS, PCI, and other prevailing control authorities.
- Our portal framework complies with Section 508 and Web Content Accessibility Guidelines (WCAG) 2.0 and maintains compliance through periodic reviews.

Please refer to the Optum response for additional details or contact Jeff Jarjoura, VP of Optum Government Solutions at jeff.jarjoura@optum.com.